



Department of Transportation
Board of Directors
Notice of Public Meeting
1263 South Stewart Street
Third Floor Conference Room
Carson City, Nevada
January 9, 2023 – 9:30 A.M.

THE NEVADA DEPARTMENT OF TRANSPORTATION BOARD OF DIRECTORS
9:30 AM, Monday, January 9, 2023

NEVADA DEPARTMENT OF TRANSPORTATION

1263 South Stewart Street	123 East Washington Avenue	1951 Idaho Street
Third Floor Conference Room	Building B	Conference Room
Carson City, Nevada 89712	Las Vegas, Nevada 89101	Elko, Nevada 89801

This meeting has been properly noticed and posted online at [Public Involvement and Information | Nevada Department of Transportation](https://dot.nv.gov/doing-business/public-involvement-information) (dot.nv.gov/doing-business/public-involvement-information), <https://notice.nv.gov/>, and in the following locations:

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, Nevada

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 not 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](#). (This form can be found on our website under “Public Involvement” and “Transportation Board Meetings.”) This form will be available for comment by 9:00 A.M. three (3) business days before the Board meeting and will close at 5:00 P.M. on the day of the Board meeting. Following the three (3) minute public comment rule, online Public Comment Form comments will be limited to 450 words. 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.

Please be aware:

- 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.



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This meeting is also available via videoconferencing 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. When Board meetings are in session, streaming video of the meetings may be available through [NDOT's live-streaming video feed](#) on YouTube. Past board meetings are also recorded and posted on NDOT's YouTube channel and can be found here [nevadadot - YouTube](#).

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting and/or make public comment. 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.

Copies of non-confidential supporting materials provided to the Board are available upon request. Request for such supporting materials should be made to Rebecca Qualls at (775) 888-7440 or Rebecca.qualls@dot.nv.gov. Such supporting material is available at 1263 South Stewart Street, Carson City, Nevada 89712 and, if available on-line, at www.dot.nv.gov.



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AGENDA

SEC 1. OPENING

1. Welcome / Call to Order/ Roll Call
Governor Joe Lombardo, Lieutenant Governor Stavros Anthony, Controller Andy Matthews, Member Virginia Valentine, Member Stephen Ascuaga, Member Justin Kalb, Member Gary Perea
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. Receive Director's Report. – *Informational item only*

SEC. 2. CONSENT AGENDA: Items No. 4 through No. 16

NOTE:

- *Consent Agenda - All matters in this section are considered by the Transportation Board of Directors to be routine and may be acted upon in one motion unless a Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.*
 - *Items taken separately from the Consent Agenda by Board members at the meeting will be heard in order in Section 3.*
4. Consideration of Approval of the December 19, 2022, Nevada Department of Transportation Board of Directors Meeting Minutes. – *For possible action*

Contracts over \$5,000,000 from November 11, 2022, through December 8, 2022

The purpose of this sub-section is to present to the Board construction contracts which are over \$5,000,000 for approval. All contracts are all low bid per statute. These 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. 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.

5. Contract 3947, Project No. NHP-080-1(179), on I-80, from the California/Nevada Stateline to West McCarran Interchange, with ROAD AND HIGHWAY BUILDERS, LLC, for barrier rail upgrade, culvert lining and replacement, hardware upgrade for Intelligent Transportation System (ITS) devices, aesthetic and fencing improvements, Washoe County, Nevada. – *For possible action*



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Agreements over \$300,000 from November 11, 2022, through December 8, 2022

The purpose of this sub-section is to provide to the Board of Directors 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, which include new agreements over \$300,000, and amendments which increase the total agreement amount above \$300,000, for approval. These agreements have been prepared following the Code of Federal Regulations, Nevada Revised Statutes, Nevada Administrative Code, State Administrative Manual, and/or Department policies and procedures.

6. Agreement 300-22-040, with GCW ENGINEERING, INC., for augmentation of Crew 903 for the I-15 and SR 169 truck climbing lanes, Clark County, Nevada. – *For possible action*
7. Agreement 363-22-040, with CONSTRUCTION MATERIALS ENGINEERS, INC., for augmentation of Crew 904 on US 50 and US 95, Churchill County, Nevada. – *For possible action*
8. Agreement 365-22-015, with C.A. GROUP, INC., for environmental and preliminary engineering services for the I-15 Central Corridor, Clark County, Nevada. – *For possible action*
9. Agreement 371-22-040, with C.A. GROUP, INC., for full administration of Contract 3944 Preservation Project on I-80 at Nightingale Interchange, Churchill County, Nevada. – *For possible action*
10. Agreements with STANTEC CONSULTING SERVICES INC., ATKINS NORTH AMERICA, INC., LAGE DESIGN INC., AND DESIGN VISION INC., DBA SOUTHWICK LANDSCAPE ARCHITECTS, for on-call landscape and aesthetic design services, statewide, Nevada. – *For possible action*
11. Agreement 610-21-067, with GO FLEET CORPORATION, for Automated Vehicle Location and Telematics System (AVLTS), statewide, Nevada. – *For possible action*
12. Amendment 01, Agreement 081-21-017, with AERO-GRAPHICS, INC., for continued aerial photography and aerial Light Detection And Ranging (LiDAR) services, statewide, Nevada. – *For possible action*
13. Amendment 02, Agreement 413-19-016, with THE NARWHAL GROUP, for continued Intelligent Transportation System (ITS) maintenance, Elko, Humboldt, Pershing, Churchill, Lander, Eureka, White Pine, and Nye Counties, Nevada. – *For possible action*

Right-of-Way

14. ABD 22-03 – Resolution of Abandonment of a portion of U-095-CL-091.230 XS7, a portion of LOT 1 in the "FARM & DURANGO COMMERCIAL CENTER", Clark County, Nevada. – *For possible action*
15. SUR 19-16 – Disposal of portions of Starr Avenue between Dean Martin Drive and Las Vegas Boulevard, Clark County, Nevada. – *Informational item only*



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General Administration

16. Contracts, Agreements, and Settlements/Judgements – 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*

END OF CONSENT AGENDA

SEC. 3. ITEMS TAKEN SEPARATELY FROM CONSENT AGENDA

SEC. 4. ADDITIONAL BUSINESS ITEMS

17. Condemnation Resolution No. 479, US 6, Nye County, MM Holdings, LLC, – 1 Owner, 3 Parcels. – *For possible action*
18. Condemnation Resolution No. 480, US 6, Nye County, Nevada Select Royalty, Inc., – 1 Owner, 1 Parcel. – *For possible action*
19. Condemnation Resolution No. 481, US 6, Nye County, Rippie/Hersman Estate – 2 Owners, 1 Parcel. – *For possible action*
20. Consideration for approval of Director for the Nevada Department of Transportation. – *For possible action*
21. 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*
22. Public Comment: A period devoted to comments by the general public about matters relevant to the Board’s jurisdiction will be held. No vote may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please clearly state your name and SPELL your last name for the record. If any of the Board wishes to extend the length of a presentation, this will be done by the Chair, or the Board by majority vote.
23. Adjournment – *For possible action*



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Meeting Locations:		
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Carson City, Nevada 89712	Las Vegas, Nevada 89101	Elko, Nevada 89801

SEC 1. OPENING

1. Welcome/Call to Order/Roll Call

Governor Sisolak called the meeting to order on Monday, December 19, 2022. A roll call was conducted, all members were present, and a quorum was established.

In attendance: Governor Steve Sisolak, Lt. Governor Lisa Cano Burkhead, Controller Catherine Byrne, Member Virginia Valentine, Member Justin Kalb, Member Stephen Ascuaga, and Member Gary Perea.

2. Public Comment

There was no public comment.

3. Receive Director's Report (Informational Item)

Director Kristina Swallow thanked the governor and his team for their work on restoring reimbursement for the furloughs taken by state employees in 2021.

Director Kristina Swallow began her report with a discussion of traffic safety, noting that Nevada continues to see a slight decrease year over year. Director Swallow reported that as of the beginning of December, there were 348 lives lost year to date, which is down 2 percent from last year. Director Swallow noted bicyclist fatalities were up 83% last month and up 85% this month. The increase stemming largely from the 160% increase in bicycle deaths in Clark County, from 5 deaths in 2021 to 13 this year. Director Swallow highlighted the fact that 72 people have lost their lives because they were unrestrained, a statistic that is worrisome given that seatbelts have been mandatory in Nevada since 1968.



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Director Kristina Swallow next discussed the Name-A-Snowplow promotion run by NDOT in celebration of its plow operators. There are over 300 plows in the fleet and are dual-use vehicles also used for summer highway maintenance. Director Swallow reminded the Board how critical these vehicles are to the safety of Nevada's highways. As such, Director Swallow indicated that NDOT would like to give the public the opportunity to name three of its snowplows, one in each district. Director Swallow explained that the contest will run on NDOT's website from December 19 through December 26. Director Swallow further explained that the three winning names will be chosen by NDOT and placards with the names will be placed on the snowplows. Director Swallow indicated her hope that NDOT will be able to show the virtual locations of its snowplows online in the coming years.

Director Kristina Swallow next discussed projects and project updates. Director Swallow discussed the I-515 and Charleston Project, noting there have been long term lane restrictions which started in late October and will last until late September of 2023. Director Swallow further noted that there will be further prolonged ramp closures with this project that will start in the second half of January.

Director Kristina Swallow next discussed the I-15/Clark County-215 North Interchange, mentioning a ribbon cutting that was held for this project a day or two after last month's board meeting to celebrate the substantial complete. She mentioned the second flyover of four flyovers has been opened and the other two are scheduled to open this week, December 21. Crews will have work to do to finish landscape and aesthetic enhancements and some work on the surface streets that will flow into 2023. Director Swallow noted that the substantial pieces of work that were scheduled for this project will be completed within the week and excited to be improving the access in the northeast part of the valley.

Director Kristina Swallow next discussed the I-15 and Tropicana. Director Swallow reported that this month, the crews are shifting the lanes on Tropicana east of I-15 as well as removing the median on Tropicana to make way for future lane shifts and widening of the road. Director Swallow further reported that during the next phase of the project, called Dropicana, all of the traffic on the Tropicana Bridge will move to the south half of the bridge, and from January 22 to January 30, crews will begin to demolish the Tropicana overpass over I-15 along with the flyover from southbound I-15 to Eastbound Tropicana. Director Swallow indicated that the flyover movement will be offline for approximately 18 months and further indicated that



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the takedown of the first half of the bridge will require a multi-day closure of I-15 over the weekend of January 28 through January 30. Director Swallow reported that a closure of this magnitude requires significant public outreach, which NDOT has been doing in cooperation with the stakeholders in the area. Director Swallow encouraged the public to download the i15Trop app to continue to receive traffic and construction updates throughout the project, but especially during this first phase of the takedown of the north half of the bridge. The selection of the time frame was closely coordinated with all of the resorts in the area along with Allegiant to insure the least amount of impact possible.

Director Kristina Swallow next discussed the upcoming SR 169 project, noting that this is slated for SR 169 from Canal Avenue to I-15 in Moapa Valley, north of Overton, and will include: flattening roadway slopes; providing wider shoulders; a buffered bike lane; and a northbound truck climbing lane. Director Swallow noted that the construction will take place from March 2023 to January 2024 and that there was a great turnout at the public meeting and members said they were excited for these much needed improvements.

Director Kristina Swallow discussed the celebration and substantial completion of the Spaghetti Bowl Xpress project in Reno. Director Swallow discussed the partnership with RTC Washoe and their contribution of \$30 million to the overall cost of the project. Director Swallow noted that this project began in 2020, and discussed all of the improvements, including the use of 40,000 tons of asphalt and 70,000 cubic yards of new concrete, and noted that the road is significantly improved following completion of this project in an effort to enhance mobility and safety.

Director Kristina Swallow informed the Board that upon approval, today's agenda includes 1,780 job years supported based on items included in the agenda and 3,236 job years supported in this fiscal year.

Director Kristina Swallow next thanked and congratulated retiring Chief Deputy Attorney General Dennis Gallagher for his career with the state, including acting as Chief Counsel of the Board.

Director Kristina Swallow highlighted some of the NDOT and Transportation Board Achievements from 2019 to 2022. Among the achievements, Director Swallow discussed the update of the Strategic Highway Safety Plan; the release of the Speed Management Action Plan to address the 454 speed-related fatal



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crashes in Nevada which leads to an economic impact of nearly \$1 billion per year in the loss of life and health; started Local Road Safety Plans, working with the local agencies as they wish to help development of local safety plans; completing a Passing and Climbing Lane Study which establishes safety-focused processes to evaluate additional passing and climbing lanes across the state. Director Swallow continued by informing the Board of the creation of the Nevada Advisory Working Committee on Traffic Safety in 2021, bringing together multiple community representatives to help guide on highway safety.

Director Kristina Swallow noted that over the past three fiscal years, the Board has approved 233 transportation project agreements and contracts that have supported 22,757 job years. Director Swallow highlighted a couple of the projects included in the current Board's tenure. Director Swallow mentioned the ribbon cutting on the \$1 billion dollar project, Project Neon, which transformed nearly 4 miles of I-15 through downtown Las Vegas and on which one-tenth of the state population drive every day. Director Swallow continued with sharing that the I-15/215 Norther Interchange in southern Nevada is nearly complete and noted the last two flyovers will open later this week. Director Swallow spoke again about the Spaghetti Bowl Express, a project started and delivered during the term of this Board. Director Swallow continued by mentioning several other projects including the final phase of the Centennial Bowl, touted to be one of the state's largest interchanges with a total of 20 bridges, and the second longest bridge in the state; the I-15 Tropicana Project, a partnership with the City of Henderson to redesign the Henderson Interchange; and the Downtown Access Project.

Director Swallow continued her presentation by addressing funding sustainability and the Bipartisan Infrastructure Law, which is expected to bring in an approximate 21% increase in federal transportation funding which will increase to 31% by the time the law expires in another 4 years. Director Swallow expressed the significance of this funding as the Department faces a significant shortfall in funding. Director Swallow highlighted the Department's ability to maximize all available federal funding and over the past 4 years, the Department has brought in an additional \$208 million in obligation funding through the August Redistribution Program and the ability to deliver projects when other states cannot. Director Swallow continued by sharing that over the past 4 years, NDOT and their partners have worked to secure an additional \$280 million in federal discretionary funds and grants, 149 directly to NDOT, and the Department supported the remaining 130 obtained by local agencies to ensure the money came back to the state.



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Director Swallow shared the legislatively required Sustainable Transportation Funding Advisory Group is wrapping up recommendations and will be submitting to legislature in December. Director Swallow mentioned the success of the One Nevada Plan in helping the Department prioritize projects and create a transparent process. Director Swallow highlighted the Transportation Asset Management Plans where updates are required every 4 years; however, the plans offer details for 10-year investments including the Intelligent Transportation System consisting of fiber and conduit to be maintained to ensure its reliability.

Director Swallow continued to discuss environmental sustainability by sharing the Department's involvement in the state's climate initiative and the achievement of reducing greenhouse gas emissions by 11% in the past year through reduced energy and fuel use, as well as recycling highway materials. Director Swallow shared the Department's NEVI Plan was one of the first to be approved earlier this year securing just under \$38 million in federal funds over the next five years to deliver EV charging infrastructure across the state.

Director Swallow shared some of the emergency responses of the Department over the last 4 years and how equipped the Department's maintenance crews are and their responses to emergencies such as, one of the largest earthquakes in six decades outside of Mina in March of 2020. Director Swallow shared how the staff mobilized to inspect bridges and major routes to safeguard their use, including the temporary repair of a section of US 95 to enable its reopening as it is a critical link to US 395. Director Swallow continued by stating the response to multiple landslides, the Caldor Fire, which tore across 220,000 acres of national forest south of Tahoe, and the successful installation of traffic check points and a traffic plan that allowed the South Lake Tahoe community to safely evacuate during the fire. Director Swallow reiterated that the team is learning from these incidents to ensure they are prepared in the future to deliver a safe network.

Director Swallow concluded her presentation with a video thanking the NDOT Board of Directors and a token of appreciation for the Board members.



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SEC .2. CONSENT AGENDA: Items No. 4 through No. 18

Governor Sisolak explained that items 4 through 18 will be taken together unless any of the Board members wish to hear an item separately.

4. Consideration of Approval of the November 18, 2022, Nevada Department of Transportation Board of Directors Meeting Minutes. – For possible action

Contracts over \$5,000,000 from October 14, 2022, to November 10, 2022

5. Contract 3951, Project No. STB-0376(002), on SR 376, from 0.275 miles north of Carver's Roadside Rest Park to US 50, with ROAD AND HIGHWAY BUILDERS, LLC, to cold mill and place plantmix bituminous surface with open grade, Lander and Nye Counties, Nevada. – For possible action
6. Contract 3953, Project No. SI-0169(003), on SR 169, North Moapa Valley Boulevard, with LAS VEGAS PAVING CORPORATION for shoulder widening and add truck climbing lane, Clark County, Nevada. – For possible action
7. Contract 3954, Project No. NHP-STBG-515-1(046), on I-515, from Sunset Road Interchange to Wyoming Ave, with LAS VEGAS PAVING CORPORATION for mainline spot slab replacements, spall repair, and median barrier replacement; cold mill ramps and place plantmix bituminous surface with open grade on ramps; new median lighting and drainage improvements, Clark County, Nevada. – For possible action
8. Contract 3955, Project No. NHP-080-3(067), on I-80, from the beginning of asphalt 0.424 miles west of Rosny Creek Grade Separation to Eureka County beginning of PCCP 2.877 miles east of Lander/Eureka County line, with Q & D CONSTRUCTION, LLC, to cold mill, place plantmix bituminous surface with open grade, Intelligent Transportation Systems (ITS), and lighting, Eureka and Lander Counties, Nevada – For possible action
9. Contract 3956, Project No. STBG-095-5(021), on US 95, from US 50, Williams Avenue, at Maine Street in Fallon to the cattleguard 0.29 miles south of I-80, Exit 83, Trinity Interchange, with A & K EARTH MOVES,



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INC., to cold mill, place plantmix bituminous surface with open grade, lighting improvements, and deceleration lane, Churchill County, Nevada. – For possible action

10. Contract 3957, Project No. SPSR-0613(001), on SR 613, Summerlin Parkway from CC 215 Ramp 1 to Rampart Boulevard, with LAS VEGAS PAVING CORPORATION to cold mill and place plantmix bituminous surface with open grade, reconstruct 2,725 feet of single lane with roadbed modification, Clark County, Nevada. – For possible action

Agreements over \$300,000 from October 14, 2022, to November 10, 2022

11. Agreement 085-22-056, with KNIT, for the North Las Vegas Maintenance Station New Administration Building Project architecture & engineering services, Clark County, Nevada. - For possible action
12. Agreement 183-22-016, with IBI GROUP, A CALIFORNIA PARTNERSHIP, for Nevada Advanced Traffic Management System (ATMS) Upgrade, statewide, Nevada. – For possible action
13. Agreement 189-22-002, with RAWLINS INFRA CONSULT, LLC, to assist in developing the 2023 Strategic Plan, focusing on the delivery of effective, multimodal transportation solutions that provide for a safe and connected transportation network, statewide, Nevada. – For possible action
14. Agreement 570-21-067, with ARCADIS U.S., INC., for the design and creation of a Multi-Application Geographic Information Center (MAGIC), statewide, Nevada. – For possible action
15. Amendment 01, to Agreement with PARAMETRIX, INC., C.A. GROUP, INC., and HDR ENGINEERING, INC. for on-call grant writing services, statewide, Nevada. – For possible action
16. Amendment 01, to Agreement 638-21-070, with WENDY LEE HILL DBA WH CONSULTING, for continued contract compliance monitoring services, statewide, Nevada. – For possible action



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17. Amendment 03, to Agreement 146-15-016, with FEDERAL ENGINEERING, INC., for continued management and technical support during the implementation phase of the new Land Mobile Radio (LMR) network, statewide, Nevada. – For possible action

General Administration

18. **Contracts, Agreement, and Settlements, Judgements**

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

Motion: Approve Consent Agenda Items 4 through 18
By: Lt. Governor Lisa Cano Burkhead
Vote: Passed unanimously

END OF CONSENT AGENDA

SEC. 3. ITEMS TAKEN SEPARATELY FROM CONSENT AGENDA

No items were taken separately from the Consent Agenda.

SEC. 4. ADDITIONAL BUSINESS ITEMS

19. **Receive the Nevada Department of Transportation 2022 Performance Management Report. – Informational item only**

Sondra Rosenberg, NDOT Assistant Director of Planning, discussed NDOT's annual performance report, as required by NRS 408.133, which has been provided as a draft. Ms. Rosenberg indicated that the report includes 16 measures, some with sub-measures, to track performance, inform priorities and resource allocation, along with goals and the strategic plan. Ms. Rosenberg noted that a summary of the measures and status can be found on pages 7 and 8 of the draft document. Ms. Rosenberg reiterated the fact that all 16 measures are important to NDOT and that NDOT strives to improve each of these measures, regardless



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of whether targets are met or not, and highlighted certain of these measures for the Board, including: employee satisfaction, which is at an all-time low; improvement of efficiencies; project completion within budget and on schedule; continuation of meeting reliability and delay targets; the Board's 2020 agreement to adjust the state highway pavement measure to be more realistic while continuing to support NDOT's commitment to investments and existing infrastructure, and noted that this has paid off as NDOT is now meeting four of the five targets; traffic safety; establishment of greenhouse gas reduction targets; and beginning development of the federally required carbon reduction plan. Ms. Rosenberg further indicated that the annual report includes: an annual status report on major projects; benefit cost analysis of NDOT's capacity projects; project prioritization process; and any legislative directives. Ms. Rosenberg explained that the report will be finalized and submitted to the legislature by the end of this month in order to meet the statutory requirements.

Virginia Valentine reminded the Board of the discussion around staffing and pay scale challenges at the previous month's meeting and asked if there are any plans to try and alleviate these issues and if anything has been done since the last meeting to address these problems.

Director Kristina Swallow indicated that since the last Board meeting, some follow-up conversations have occurred with the governor's team and the LCB, who ultimately provided a path forward for the governor's office to request reimbursement and reinstatement of the furloughs from 2021. Director Swallow noted that this is a first step and not the final step. Director Swallow further noted that conversations have taken place with members of the legislature regarding what can be done at the beginning of the new session, including the possibility of doing an adjustment at the beginning of the year depending upon the governor's budget. Director Swallow indicated that NDOT will continue its discussions with the legislature to ensure their awareness of the issues NDOT is facing and the end-results that those issues will ultimately bring about.

Governor Sisolak indicated his understanding of the complexity of these issues and noted that although wage hikes are proposed in the new budget, there is also a four percent PERS increase coming that will affect all employees, complicating this issue further.



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Gary Perea acknowledged that this is a large issue that needs addressing, and provided a positive comment, adding that in his interactions with NDOT staff, the staff expressed satisfaction at the fact that superiors listen to them and take their concerns seriously.

20. 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

There was no executive session.

21. Public Comment: A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No vote may be taken upon a matter not listed on the posted agenda. Comments will be limited to three minutes. Please clearly state your name and SPELL your last name for the record. If any of the Board wishes to extend the length of a presentation, this will be done by the Chair, or the Board by majority vote.

Virginia Valentine expressed her pleasure at having worked with the governor, the lieutenant governor, and the controller.

Ken Moen, Nevada Aviation Association, brought a \$465,000 study conducted by NDOT and a private consultant regarding the importance of aviation over the next 20 years. Mr. Moen discussed the aspects covered by the system plan, focusing on what the system does for the state, noting that a mile of runway can take someone anywhere in the world. Mr. Moen indicated that the association was established originally to help offset federal matches, providing Nevada with a 93% savings. Mr. Moen discussed the importance of aviation in terms of support of emergency services as well as the positive economic impact to the state. Mr. Moen requested that the Board include this plan as an agenda item in 2023, indicating the desire to discuss how not to let this \$465,000 plan go to waste.



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Elisabeth Lernhardt, Zephyr Cover Resident, expressed her opposition to NDOT's proposed Highway 50 lane reduction plan, opining that NDOT has completely betrayed the public's trust by casually changing its plans. Ms. Lernhardt indicated that NDOT is not in charge of her property, nor have they notified the Douglas County Debt Management Company that bonded the loan for the fence in question. Ms. Lernhardt commented on the arrogance of NDOT's project manager for this project. Ms. Lernhardt opined that NDOT's top-down driven agenda has little to do with safety or respect for the needs of the neighborhoods along Highway 50, citing a lack of data provided despite specific requests for this data. Ms. Lernhardt requested turning lanes and a divider between directions, noting that residents have been requesting this since 2001 rather than lane reduction. Ms. Lernhardt further opined that NDOT's framing of the area as motor vehicles versus bikers/hikers does not have to be the case, but rather can be a win-win situation. Ms. Lernhardt concluded her comments by asking how long NDOT intends to keep its email comment function non-functional.

Philip Schloss, Stateline resident, noted his opposition to the proposed changes for Highway 50, noting the lack of disclosure of a fire evacuation plan or a snow removal plan. Mr. Schloss discussed the choke points that will increase the carbon footprint of the area, both in the summer and the winter, a point that NDOT also has not disclosed. Mr. Schloss discussed the Paradise Fire in California and how it impeded the evacuation of the town and caused the largest footprint in California history, citing the original lack of planning on par with that of NDOT for this project. Mr. Schloss further indicated that the Tahoe Regional Planning Agency (TRPA) has not disclosed its plan for 51% of the stakeholders to stop being so auto-centric, further opining that this would reduce the carbon footprint and encourage exercise albeit along a noisy highway with a non-disclosed financial plan.

Paul Felton, Glenbrook Basin resident, expressed his opposition to the NDOT Highway 50 plan, noting his belief that this plan will not increase traffic safety with the plan to restrict lanes from five to one, particularly with the continuing growth of the population in the area. Mr. Felton opined that the plan is illogical, won't hold, and will spur drivers to make the roads less safe while also increasing inconvenience.

Dominic Aungles, Douglas County Resident, indicated that he uses the Highway 50 corridor on nearly a daily basis and has several family members who reside on or adjacent to US Highway 50. Mr. Aungles discussed



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Board of Directors • Meeting Minutes

December 19, 2022

9:30 A.M.

the recent snowstorm in Douglas County, noting that southbound lanes of US 50 were still impacted a week following the snowstorm, with some sections closed down to a single lane. As such, Mr. Aungles opined that reduction of the existing lanes would cause severe safety issues in the case of a storm such as that which took place the previous week. Mr. Aungles noted that NDOT has used average traffic data to determine the flows and forecasts for traffic flows in this area, an area where it will not work well because the traffic patterns in Tahoe are not average. Mr. Aungles further indicated that NDOT has stated on its website that a third of traffic accidents are caused by impaired drivers and noted that nothing in this proposal addresses the cause of the majority of these accidents and opined that millions of taxpayer dollars should not be spent without addressing these causes.

Janet Murphy, Tahoe Douglas Utility District, reminded the Board of the alternative plan she had presented at the last meeting and asked for confirmation that the entire Board had seen the alternative plan, opining that it would meet all the objectives NDOT has set forth without the need for lane reduction. Ms. Murphy explained that since the last meeting, she met with some NDOT staff members and the president of her Board and an engineer, noting her belief that NDOT staff members saw some benefits to using the alternative plan. Ms. Murphy noted her fear that if a different plan is used, it will never be changed back and encouraged the Board to try her alternative plan rather than move forward with the intended plan. Ms. Murphy commended NDOT for its snow removal but noted the blocking of the road with NDOT's equipment, opining that this would be worse if NDOT's plan is followed. Ms. Murphy concluded her statement by thanking the governor for all his service and his time.

Director Kristina Swallow noted that two electronic comments regarding the project on US 50 were received by the deadline and distributed to the Board.

Governor Sisolak thanked and commended Director Swallow and the NDOT team for all their work in the particularly difficult last few years throughout COVID as well as natural disasters. Governor Sisolak thanked the Board, noting the honor it has been to work with them, as well as with the members of the public who regularly attend the meetings.



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Lieutenant Governor Lisa Cano Burkhead thanked the NDOT director and team for their hard work, focusing particularly on the work that takes place behind the scenes to keep Nevada roads safe. The lieutenant governor thanked the governor for his leadership, noting that it has been an honor to serve beside him.

NDOT public comment form comments are attached.

22. Adjournment (For Possible Action)

Governor Sisolak adjourned the December 19, 2022, Nevada Department of Transportation Board of Directors Meeting.

DRAFT

Date	Name	Agenda Item Number	Who are you representing if other than yourself	In favor or opposed to agenda item stated	Comment
12/16/2022	Elisabeth Lernhardt	0		In opposition	<p>Today's public comment is in opposition to the CMP East Shore I50 management plan as proposed. You have completely betrayed the public trust by negotiating for 7 years with Skyland GID regarding the construction of a new fence after your snowplow damaged it. Now that we have built it and obtained a \$1 million loan to do so, you have decided that you did not consider this project, when planning the I50 road changes. You have casually changed your plans on your webpage to reflect, that our fence is in the way of the planned bike path. You are not in charge of our property! Nor have you notified the Douglas County debt management committee, that bonded us. What more is there to say regarding incompetence and wasting public funds! It is only surpassed by the arrogance of the project manager, who stated after the last meeting, that she knows better, than us the local residents what needs to happen to our main access road. NDOT's top-down driven agenda has little to do with safety or respect for the needs of the neighborhoods along highway 50. It lacks data regarding how many crashes actually occur per vehicle mile traveled. Despite repeated requests I did not receive these numbers. All I received are the gross crash numbers for 2020 from Spooner Summit to State Line 54, 1 fatal, 18 injuries. If I counted the dots, reflecting crashes on your online maps, correctly, this shows that crashes are down 50% since 2016! And that regardless of the supposed increased vehicle numbers, which remains unverified. If safety truly is your driving agenda, give us turning lanes and a divider between directions, as residents since 2001 have asked for! See attached Tahoe Tribune from 2001! Fodor's travel guide, and The Reno Gazette call for a break for Tahoe. They blame government agencies driving overtourism for the congestion and environmental problems facing the basin. It is not the residents that cause the pollution and congestion, yet you are planning more congestion by lane reduction. Have you ever watched the Meyers roundabout on a Friday night through the Caltrans video camera? NDOT has framed the road solution as motor vehicles versus bikers/hikers. That does not have to be the case. It can be a win/win situation like the Incline to Sand Harbor path.</p>

12/17/2022	Paul Ryan	I50	Support	<p>To be fair I only commute to Carson City once or twice a week from South Lake Tahoe. The planned lane changes don't look like they will affect outgoing traffic...just traffic coming back into the lake. I'm fine w/ the additional minutes of commute time if it makes the corridor safer. I would prefer a roundabout rather than a light at Warrior Way.</p>
12/17/2022	Paul Munsey	NDOT's Highway 50 Plan	In opposition	<p>Regarding the Highway 50 project, we should keep four lanes at their current width or wider. Lane width is important around curves and in the winter. If we have extra money to spend, then widen the roadbed in some places to create turn lanes. I'm a bicyclist. I also know that bicycle lanes are a luxury. When we can afford to do them right (building them away from the highway, like through Raab Meadow and Round Hill Pines), then you'll have my support. But, NDOT's current proposal seeks to force them on us at the expense of valuable traffic lanes. Everyone uses the traffic lanes. Very few would use bike lanes. The way NDOT has handled things, trying to force through an obvious agenda, has created enormous amounts of distrust. END</p>

12/19/2022	Charles Clemmensen	Tahoe HWY 50 Proposed Plan	In opposition	<p>I am communicating to express my concern (extreme) with the proposed plan to restrict any portion of US HWY 50 between the NV Stateline and Carson City to less than two lanes of traffic in both directions. 1.) This is a crucial all season access corridor between major population centers in California and Nevada subject already to high traffic flow in most seasons under normal circumstances. Permanently restricting traffic to only one lane in either direction will create a public safety hazard with the potential for gridlock in the event of storm, fire, accidents, health or other emergencies. This consideration alone should warrant transfer to the nearest landfill of the proposed plan for throttling roadway access. 2.) Because of limited physical access between Northern Nevada and critical supply centers, limiting access any further by restricting highway travel will have negative economic consequences for communities in both Northern Nevada and Lake Tahoe. 3.) Unnecessarily limiting access and commerce affecting the States of both Nevada and California should be reviewed not only locally but also on a National level with an opportunity for broad general input rather than just NDOT committee review. Any action with such broad potential effect on populace and commerce demands an opportunity for equally wide publicity, discussion and input. 4.) Lastly, any proposal of this magnitude in terms of its potential affects must rely on hard data regarding both safety and costs. Data which is difficult to analyze in an environment of changing operator parameters as regards automatic vehicles both in passenger and trucking modes. The possible limitations of single lane traffic flow in times of inclement weather and high travel demand given an unpredictable mix of vehicles and operators may present an insurmountable challenge. At the very least, if there is intent to move forward with the proposed lane reduction, an extended trial of temporary lane closure encompassing periods of high demand in all seasons must be carried before proceeding with the necessary capital investment required in a final project. I appreciate this limited opportunity for input and hope sanity rules. Respectfully, Charles Clemmensen, MD, Carson City, Nevada</p>
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1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7440
Fax: (775) 888-7201

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors
FROM: Kristina Swallow, P.E., Director
SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting
ITEM # 5: Contract 3947, Project No. NHP-080-1(179), on I-80, from the California/Nevada Stateline to West McCarran Interchange, with ROAD AND HIGHWAY BUILDERS, LLC, for barrier rail upgrade, culvert lining and replacement, hardware upgrade for Intelligent Transportation System (ITS) devices, aesthetic and fencing improvements, Washoe County, Nevada. – *For possible action*

Summary:

October 27, 2022, at 1:30 PM, the following bids were opened for Contract 3947, Project No. NHP-080-1(179), on I-80, from the California/Nevada Stateline to McCarran Interchange, in Washoe County, for barrier rail upgrade, culvert lining and replacement, hardware upgrade for ITS devices, aesthetic and fencing improvements.

Road and Highway Builders, LLC	\$22,333,333.00
Q & D Construction, LLC	\$22,420,000.00
Granite Construction Company	\$26,362,362.00
Engineer’s Estimate.....	\$14,758,224.63

List of Attachment(s):

- A. Concurrence in Award Memorandum
- B. Unofficial Bid Results
- C. Disadvantaged Business Enterprise (DBE) Goal
- D. Bid Review and Analysis Team (BRAT) Summary Report
- E. Disclosure of Ownership/Principals

Recommendation for Board Action:

Award contract 3947 to ROAD AND HIGHWAY BUILDERS, LLC, in the amount of \$22,333,333.00.

Prepared by:

Administrative Services Division



MEMORANDUM
Administrative Services

November 14, 2022

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

From: Katelyn Malone, Contract Services Manager, Administrative Services 

Subject: Concurrence in Award for Contract No. 3947, Project No. NHP-080-1(179), on I-80, from the California/Nevada Stateline to McCarran Interchange, in Washoe County, described as: barrier rail upgrade, culvert lining and replacement, hardware upgrade for ITS devices, aesthetic and fencing improvements. The Engineer's Estimate is \$14,758,224.63.

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

Bid proposals were opened on October 27, 2022. Road and Highway Builders LLC is the apparent low bidder at \$22,333,333.00 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 \$22,420,000.00.


The project is Federally funded, required 7.25% DBE participation, and is not subject to State Bidder Preference provisions.

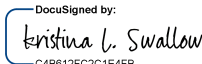
The subcontractor and supplier listings submitted by Road and Highway Builders LLC have been reviewed and confirmed by Contract Services. The DBE information submitted by Road and Highway Builders LLC has been reviewed and certified by the External Civil Rights office. Road and Highway Builders LLC has met the required DBE participation with a 7.78% commitment. The bid is above the Engineer's Estimate Range, and a copy of the Unofficial Bid Results report is attached for your reference. The BRAT Co-Chairs have provided their recommendation to award, and the report is attached.

Your concurrence in award of this contract by endorsement hereon is respectfully requested. Upon receipt, a packet will be prepared to obtain Transportation Board approval of the award at the January 2023 meeting.

Concurrence in award:


Sajid Sulahria, Assistant Director


Jenica Keller, Assistant Director


Kristina Swallow, P.E., Director

- Enclosures:
- Unofficial Bid Results
- DBE Sub Approval
- BRAT Summary Report



Nevada Department of Transportation
Unofficial Bid Results
 October 27, 2022

Contract Number: 3947	Bid Opening Date and Time: 10/27/2022 1:30 PM
Designer: AARON LOBATO	Liquidated Damages: \$12,900.00
Senior Designer:	Working Days: 140
Estimate Range: R31 \$13,500,000.01 to \$16,500,000	District: DISTRICT 2
Project Number: NHP-080-1(179)	

County: WASHOE

Location: I-80, from the California/Nevada Stateline to McCarran Interchange

Description: barrier rail upgrade, culvert lining and replacement, hardware upgrade for ITS devices, aesthetic and fencing improvements

	Actual Bid
Apparent Low Bidder: <u>Road and Highway Builders LLC</u>	<u>\$22,333,333.00</u>
Apparent 2nd: <u>Q & D Construction LLC</u>	<u>\$22,420,000.00</u>
Apparent 3rd: <u>Granite Construction Company</u>	<u>\$26,362,362.00</u>

Bidders:	Actual Bid Amount
1 Road and Highway Builders LLC 950 E Mustang Road Sparks, NV 89434 (775) 852-7283	\$22,333,333.00
2 Q & D Construction LLC 1050 South 21st Street Sparks, NV 89431 (775) 786-2677	\$22,420,000.00
3 Granite Construction Company 585 West Beach Street Watsonville, CA 95076 (831) 724-1011	\$26,362,362.00



Attachment C

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

MEMORANDUM
Contract Compliance

November 3, 2022

To: Teresa Schlaffer, Deputy Chief, Administrative Services

From: Jess Lis, DBE Specialist



Subject: NDOT Bidder DBE Information – Contract no. 3947, I-80, from the California/Nevada Stateline to McCarran Interchange, in WASHOE County, to barrier rail upgrade, culvert lining and replacement, hardware upgrade for ITS devices, aesthetic and fencing improvements

Apparent low bid: \$22,333,333.00

The DBE information for Tungsten Engineering Contractors and Carlo Lachmansingh Sales Inc. as submitted by the apparent low bidder, Road and Highway Builders LLC., has been received by DBE Office and we have concluded:

Tungsten Engineering Contractors and Carlo Lachmansingh Sales Inc hold active State of Nevada business licenses and are Nevada certified DBE firms. Additionally, Tungsten Engineering Contractors holds an active Nevada State Contractors Board license. Both firms are clear of State disqualification and Federal exclusion.

The DBE goal of 7.25% has been met with a 7.78% DBE committed participation by the apparent low bidder Road and Highway Builders LLC.

The DBE firms are approved for this contract.

cc: Contract Services
Contract Compliance
Teri Lewis, SBE/DBE/Title VI Manager



Attachment D

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

MEMORANDUM
Administrative Services

November 10, 2022

To: Teresa Schlaffer, Deputy Chief, Administrative Services Division
From: Bid Review and Analysis Team
Subject: BRAT Summary Report for Contract No.: 3947

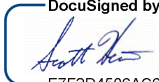
The Bid Review and Analysis Team (BRAT) met on November 8, 2022, to discuss bids for the above referenced contract. The following were in attendance:

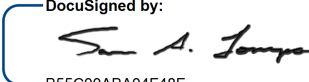
- Scott Hein, Chief Roadway Design Engineer
- Sam Lompa, Chief Construction Engineer
- Ryan Bennett, Associate Engineer
- Mark Caffaratti, Professional Engineer
- Jon Couste, Associate Engineer
- Brian Deal, Professional Engineer
- Samantha Dowd, Professional Engineer
- David Fox, Professional Engineer
- Steven Hale, Professional Engineer
- Aaron Lobato, Associate Engineer
- Eric MacGill, Associate Engineer
- Katelyn Malone, Contract Services Manager
- Kevin Maxwell, Professional Engineer
- Shawn Paterson, Professional Engineer
- Alma Piceno-Ramirez, Professional Engineer
- Bhupinder Sandhu, Professional Engineer
- Phillip Slagel, Professional Engineer
- Jesse Smithson, Professional Engineer
- Sierra Udey, Program Officer
- Michael West, Associate Engineer
- Thomas Young, Professional Engineer

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

The apparent lowest responsive bidder, Road and Highway Builders LLC, submitted a bid which is 151.3% of the Engineer's Estimate. The BRAT recommends award of this contract.

Submitted:

DocuSigned by:

E7F2D4506AC648B
Scott Hein, BRAT Co-Chair

DocuSigned by:

B55C00ABA04F48F
Sam Lompa, BRAT Co-Chair

cc: Attendees
Dennis Gallagher, Legal
Design Admin

Bid Tabulation

October 27, 2022

Attachment D

Contract No.: 3947
Description: barrier rail upgrade, culvert lining and replacement, hardware upgrade for ITS devices, aesthetic and fencing improvements
Location: I-80, from the California/Nevada Stateline to McCarran Interchange
Bid Opening: October 27, 2022

Project No.: NHP-080-1(179)
Project Id: 61042
County: Washoe
Range: R31 (\$13,500,000.01 to \$16,500,000.00)
Working: 140 days

Item No.	Quantity	Unit	Description	Engineer's Estimate		Road and Highway Builders LLC		Q & D Construction LLC		Granite Construction Company	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2000100	30.000	HOUR	SURVEY CREW	\$350.00	\$10,500.00	\$200.00	\$6,000.00	\$175.00	\$5,250.00	\$250.00	\$7,500.00
2010120	14.290	ACRE	CLEARING AND GRUBBING	\$3,500.00	\$50,015.00	\$2,000.00	\$28,580.00	\$5,200.00	\$74,308.00	\$25,000.00	\$357,250.00
2010250	2.000	EACH	REMOVE TREES	\$1,950.00	\$3,900.00	\$5,000.00	\$10,000.00	\$1,800.00	\$3,600.00	\$2,900.00	\$5,800.00
2020160	394.000	LINFT	REMOVAL OF EXPANSION JOINTS	\$65.00	\$25,610.00	\$200.00	\$78,800.00	\$40.00	\$15,760.00	\$110.00	\$43,340.00
2020475	575.000	LINFT	REMOVAL OF GUARDRAIL	\$9.75	\$5,606.25	\$10.00	\$5,750.00	\$11.50	\$6,612.50	\$10.00	\$5,750.00
2020585	50,679.000	LINFT	REMOVAL OF FENCE	\$3.50	\$177,376.50	\$2.60	\$131,765.40	\$4.50	\$228,055.50	\$2.85	\$144,435.15
2020600	16.000	LINFT	REMOVAL OF GATE	\$120.00	\$1,920.00	\$130.00	\$2,080.00	\$145.00	\$2,320.00	\$132.00	\$2,112.00
2020765	2.000	EACH	REMOVAL OF VALVE	\$625.00	\$1,250.00	\$500.00	\$1,000.00	\$920.00	\$1,840.00	\$2,300.00	\$4,600.00
2020925	17.000	EACH	REMOVAL OF PULL BOX	\$520.00	\$8,840.00	\$250.00	\$4,250.00	\$270.00	\$4,590.00	\$300.00	\$5,100.00
2020935	70.100	CUYD	REMOVAL OF COMPOSITE SURFACE	\$320.00	\$22,432.00	\$250.00	\$17,525.00	\$245.00	\$17,174.50	\$950.00	\$66,595.00
2020990	30,518.100	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$3.75	\$114,442.88	\$5.00	\$152,590.50	\$4.75	\$144,960.98	\$8.00	\$244,144.80
2021040	1.000	EACH	REMOVAL OF DROP INLET	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
2021045	1.000	EACH	REMOVAL OF PORTION OF DROP INLET	\$950.00	\$950.00	\$3,000.00	\$3,000.00	\$1,850.00	\$1,850.00	\$3,000.00	\$3,000.00
2021287	143,564.000	LINFT	GRINDING FOR PAVEMENT MARKINGS	\$0.60	\$86,138.40	\$0.50	\$71,782.00	\$0.55	\$78,960.20	\$0.50	\$71,782.00
2030140	592.810	CUYD	ROADWAY EXCAVATION	\$60.00	\$35,568.60	\$75.00	\$44,460.75	\$30.00	\$17,784.30	\$105.00	\$62,245.05
2030230	805.000	CUYD	BORROW EMBANKMENT	\$80.00	\$64,400.00	\$200.00	\$161,000.00	\$140.00	\$112,700.00	\$195.00	\$156,975.00
2030700	712.000	SQYD	GEOTEXTILE (CLASS 2)	\$6.00	\$4,272.00	\$2.00	\$1,424.00	\$1.75	\$1,246.00	\$21.00	\$14,952.00
2060110	1,015.700	CUYD	STRUCTURE EXCAVATION	\$70.00	\$71,099.00	\$50.00	\$50,785.00	\$175.00	\$177,747.50	\$400.00	\$406,280.00
2070110	102.400	CUYD	GRANULAR BACKFILL	\$140.00	\$14,336.00	\$75.00	\$7,680.00	\$145.00	\$14,848.00	\$135.00	\$13,824.00
2110150	37.000	ACRE	SEEDING	\$7,100.00	\$262,700.00	\$6,000.00	\$222,000.00	\$5,500.00	\$203,500.00	\$5,500.00	\$203,500.00
2120045	10,845.000	SQYD	PAINTING	\$15.00	\$162,675.00	\$65.00	\$704,925.00	\$90.00	\$976,050.00	\$65.00	\$704,925.00
2120395	24.000	MONTH	PLANT ESTABLISHMENT WORK	\$6,400.00	\$153,600.00	\$7,000.00	\$168,000.00	\$6,550.00	\$157,200.00	\$6,550.00	\$157,200.00
2120430	21.000	EACH	PLANTS (GROUP A-5)	\$250.00	\$5,250.00	\$205.00	\$4,305.00	\$220.00	\$4,620.00	\$200.00	\$4,200.00
2120460	27.000	EACH	PLANTS (GROUP A-15)	\$600.00	\$16,200.00	\$275.00	\$7,425.00	\$290.00	\$7,830.00	\$263.00	\$7,101.00
2120803	1,126.000	SQYD	DECORATIVE ROCK (TYPE C)	\$40.00	\$45,040.00	\$40.00	\$45,040.00	\$50.00	\$56,300.00	\$50.00	\$56,300.00
2120820	112.000	EACH	DECORATIVE BOULDER (TYPE A)	\$215.00	\$24,080.00	\$100.00	\$11,200.00	\$415.00	\$46,480.00	\$750.00	\$84,000.00
2120830	98.000	EACH	DECORATIVE BOULDER (TYPE B)	\$305.00	\$29,890.00	\$150.00	\$14,700.00	\$540.00	\$52,920.00	\$760.00	\$74,480.00
2120840	70.000	EACH	DECORATIVE BOULDER (TYPE C)	\$450.00	\$31,500.00	\$200.00	\$14,000.00	\$900.00	\$63,000.00	\$965.00	\$67,550.00
2120930	28,705.000	SQYD	ROCK COLORING	\$2.75	\$78,938.75	\$10.00	\$287,050.00	\$4.00	\$114,820.00	\$3.60	\$103,338.00
2120940	4.000	SQYD	IMAGE PANEL	\$5,550.00	\$22,200.00	\$4,000.00	\$16,000.00	\$6,500.00	\$26,000.00	\$9,026.38	\$36,105.52
2130110	7.000	EACH	SPECIAL IRRIGATION BOX	\$500.00	\$3,500.00	\$2,000.00	\$14,000.00	\$2,550.00	\$17,850.00	\$2,337.00	\$16,359.00
2130120	4.000	EACH	CONCRETE VALVE BOX	\$350.00	\$1,400.00	\$1,000.00	\$4,000.00	\$3,250.00	\$13,000.00	\$930.00	\$3,720.00
2130170	736.000	EACH	DRIP EMITTER	\$5.00	\$3,680.00	\$20.00	\$14,720.00	\$13.00	\$9,568.00	\$12.00	\$8,832.00
2130180	3.000	EACH	DRIP VALVE ASSEMBLY	\$950.00	\$2,850.00	\$3,000.00	\$9,000.00	\$2,200.00	\$6,600.00	\$1,986.00	\$5,958.00
2130200	35.000	EACH	FLUSH VALVE ASSEMBLY	\$950.00	\$33,250.00	\$300.00	\$10,500.00	\$235.00	\$8,225.00	\$213.00	\$7,455.00
2130510	1.000	EACH	EIGHT STATION AUTOMATIC CONTROLLER	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$17,520.00	\$17,520.00
2130760	40.000	LINFT	1 1/2-INCH POLYVINYL CHLORIDE PIPE	\$13.00	\$520.00	\$50.00	\$2,000.00	\$19.00	\$760.00	\$18.60	\$744.00
2130880	845.000	LINFT	3/4-INCH POLYETHYLENE PIPE	\$10.00	\$8,450.00	\$20.00	\$16,900.00	\$9.00	\$7,605.00	\$8.75	\$7,393.75
2131590	2.000	EACH	1-INCH TWO-PIECE QUICK-COUPLER VALVE	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$570.00	\$1,140.00	\$560.00	\$1,120.00
2132500	1.000	EACH	FLOW SENSOR	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,208.00	\$3,208.00
3020140	176.500	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$190.00	\$33,535.00	\$100.00	\$17,650.00	\$460.00	\$81,190.00	\$490.00	\$86,485.00
3050140	6,486.000	SQYD	PROCESSING FOR ROADBED MODIFICATION	\$12.00	\$77,832.00	\$15.00	\$97,290.00	\$4.50	\$29,187.00	\$15.00	\$97,290.00
3050190	6,486.000	SQYD	PULVERIZE EXISTING SURFACE	\$8.00	\$51,888.00	\$15.00	\$97,290.00	\$5.75	\$37,294.50	\$5.00	\$32,430.00
3050220	38.000	TON	PORTLAND CEMENT	\$350.00	\$13,300.00	\$600.00	\$22,800.00	\$300.00	\$11,400.00	\$275.00	\$10,450.00

Bid Tabulation

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Item No.	Quantity	Unit	Description	Engineer's Estimate		Road and Highway Builders LLC		Q & D Construction LLC		Granite Construction Company	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
4020100	116.100	SQYD	PLANTMIXING MISCELLANEOUS AREAS	\$55.00	\$6,385.50	\$100.00	\$11,610.00	\$360.00	\$41,796.00	\$465.00	\$53,986.50
4020110	519.000	SQYD	PLANTMIX PAVED DITCHES	\$20.00	\$10,380.00	\$100.00	\$51,900.00	\$25.00	\$12,975.00	\$60.00	\$31,140.00
4020190	1,174.000	TON	PLANTMIX SURFACING (TYPE 2C) (WET)	\$160.00	\$187,840.00	\$200.00	\$234,800.00	\$145.00	\$170,230.00	\$385.00	\$451,990.00
4030110	1,550.000	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$190.00	\$294,500.00	\$275.00	\$426,250.00	\$275.00	\$426,250.00	\$500.00	\$775,000.00
4060120	1,205.000	SQYD	PRIME COAT	\$2.50	\$3,012.50	\$2.00	\$2,410.00	\$2.00	\$2,410.00	\$3.75	\$4,518.75
4060210	20.000	TON	SAND BLOTTER	\$58.00	\$1,160.00	\$50.00	\$1,000.00	\$42.00	\$840.00	\$55.00	\$1,100.00
4070080	6,105.000	SQYD	SEAL COAT	\$2.00	\$12,210.00	\$2.00	\$12,210.00	\$1.00	\$6,105.00	\$1.50	\$9,157.50
4070135	3.000	TON	CUTBACK ASPHALT, TYPE MC-250	\$1,200.00	\$3,600.00	\$1,200.00	\$3,600.00	\$1,200.00	\$3,600.00	\$1,200.00	\$3,600.00
4070190	3.230	TON	EMULSIFIED ASPHALT, TYPE SS-1H (DILUTED)	\$925.00	\$2,987.75	\$1,000.00	\$3,230.00	\$1,400.00	\$4,522.00	\$750.00	\$2,422.50
4960130	950.000	SQYD	BRIDGE DECK PREPARATION AND CONCRETE PLACEMENT	\$130.00	\$123,500.00	\$50.00	\$47,500.00	\$30.00	\$28,500.00	\$70.00	\$66,500.00
4960160	178,104.000	POUND	POLYMER CONCRETE AGGREGATE	\$0.40	\$71,241.60	\$1.00	\$178,104.00	\$0.45	\$80,146.80	\$0.40	\$71,241.60
4960170	24,935.000	POUND	POLYMER CONCRETE RESIN	\$3.35	\$83,532.25	\$5.00	\$124,675.00	\$3.00	\$74,805.00	\$3.58	\$89,267.30
5020360	1.000	FA	CONCRETE BRIDGE DECK REPAIR	\$255,000.00	\$255,000.00	\$255,000.00	\$255,000.00	\$255,000.00	\$255,000.00	\$255,000.00	\$255,000.00
5020380	1.000	FA	CONCRETE SUPERSTRUCTURE REPAIR	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
5020390	1.000	FA	REPAIR CONCRETE STRUCTURE	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5020750	3.340	CUYD	CLASS AA CONCRETE (MINOR)	\$4,500.00	\$15,030.00	\$4,000.00	\$13,360.00	\$3,700.00	\$12,358.00	\$6,000.00	\$20,040.00
5020770	17.960	CUYD	CLASS AA CONCRETE (ISLAND PAVING) (SPECIAL)	\$970.00	\$17,421.20	\$4,000.00	\$71,840.00	\$1,100.00	\$19,756.00	\$1,500.00	\$26,940.00
5021700	17.000	LINFT	EXPANSION JOINT SEALANT	\$165.00	\$2,805.00	\$50.00	\$850.00	\$62.00	\$1,054.00	\$300.00	\$5,100.00
5022000	222.000	LINFT	PREFORMED JOINT FILLER, (2-INCH)	\$90.00	\$19,980.00	\$150.00	\$33,300.00	\$68.00	\$15,096.00	\$195.00	\$43,290.00
5022020	172.000	LINFT	PREFORMED JOINT FILLER, (3-INCH)	\$95.00	\$16,340.00	\$200.00	\$34,400.00	\$50.00	\$8,600.00	\$280.00	\$48,160.00
5050100	154.000	POUND	REINFORCING STEEL	\$6.00	\$924.00	\$5.00	\$770.00	\$3.55	\$546.70	\$1.00	\$154.00
5060900	5.000	EACH	BOLLARDS	\$1,100.00	\$5,500.00	\$1,000.00	\$5,000.00	\$1,600.00	\$8,000.00	\$3,800.00	\$19,000.00
6030170	221.000	LINFT	18-INCH REINFORCED CONCRETE PIPE, CLASS III	\$185.00	\$40,885.00	\$500.00	\$110,500.00	\$135.00	\$29,835.00	\$65.00	\$14,365.00
6031030	1.000	EACH	18-INCH PRECAST END SECTION	\$2,175.00	\$2,175.00	\$1,500.00	\$1,500.00	\$2,675.00	\$2,675.00	\$1,400.00	\$1,400.00
6042395	2.000	EACH	12-INCH METAL END SECTION	\$1,150.00	\$2,300.00	\$1,500.00	\$3,000.00	\$795.00	\$1,590.00	\$330.00	\$660.00
6080170	2.000	EACH	EMBANKMENT PROTECTOR, TYPE 5-2G	\$5,850.00	\$11,700.00	\$5,000.00	\$10,000.00	\$3,500.00	\$7,000.00	\$7,000.00	\$14,000.00
6080230	4.000	EACH	ANCHOR ASSEMBLY (12-INCH)	\$595.00	\$2,380.00	\$200.00	\$800.00	\$525.00	\$2,100.00	\$1,200.00	\$4,800.00
6080350	49.000	LINFT	12-INCH DOWNDRAIN PIPE	\$190.00	\$9,310.00	\$100.00	\$4,900.00	\$135.00	\$6,615.00	\$200.00	\$9,800.00
6090380	2.000	EACH	TYPE 1 MANHOLE (MODIFIED)	\$8,100.00	\$16,200.00	\$5,000.00	\$10,000.00	\$11,000.00	\$22,000.00	\$6,000.00	\$12,000.00
6091030	1,100.000	POUND	CASTINGS	\$4.25	\$4,675.00	\$5.00	\$5,500.00	\$4.00	\$4,400.00	\$1.00	\$1,100.00
6091040	2,001.000	POUND	STRUCTURAL STEEL GRATES	\$5.00	\$10,005.00	\$5.00	\$10,005.00	\$4.75	\$9,504.75	\$1.65	\$3,301.65
6091705	1.000	FA	PIPE REPAIR	\$211,000.00	\$211,000.00	\$211,000.00	\$211,000.00	\$211,000.00	\$211,000.00	\$211,000.00	\$211,000.00
6091742	3,175.000	LINFT	24-INCH PIPE LINER	\$175.00	\$555,625.00	\$225.00	\$714,375.00	\$270.00	\$857,250.00	\$290.00	\$920,750.00
6091755	282.000	LINFT	30-INCH PIPE LINER	\$215.00	\$60,630.00	\$300.00	\$84,600.00	\$300.00	\$84,600.00	\$350.00	\$98,700.00
6091764	188.000	LINFT	36-INCH PIPE LINER	\$350.00	\$65,800.00	\$500.00	\$94,000.00	\$420.00	\$78,960.00	\$450.00	\$84,600.00
6091784	192.000	LINFT	60-INCH PIPE LINER	\$900.00	\$172,800.00	\$900.00	\$172,800.00	\$1,200.00	\$230,400.00	\$1,100.00	\$211,200.00
6100050	20.000	SQYD	GEOTEXTILE (CLASS 1)	\$25.00	\$500.00	\$20.00	\$400.00	\$1.75	\$35.00	\$5.00	\$100.00
6100190	8.000	CUYD	RIPRAP (CLASS 300)	\$355.00	\$2,840.00	\$500.00	\$4,000.00	\$250.00	\$2,000.00	\$500.00	\$4,000.00
6100470	93.000	CUYD	RIPRAP BEDDING (CLASS 300)	\$145.00	\$13,485.00	\$500.00	\$46,500.00	\$150.00	\$13,950.00	\$350.00	\$32,550.00
6130130	1.780	SQYD	DETECTABLE WARNINGS	\$600.00	\$1,068.00	\$500.00	\$890.00	\$1,000.00	\$1,780.00	\$660.00	\$1,174.80
6130395	85.000	LINFT	CLASS AA CONCRETE GLUE DOWN CURB (TYPE B) (MODIFIED)	\$60.00	\$5,100.00	\$500.00	\$42,500.00	\$85.00	\$7,225.00	\$160.00	\$13,600.00
6131280	625.000	SQYD	CLASS AA CONCRETE DRIVEWAY (6-INCH) (REINFORCED)	\$145.00	\$90,625.00	\$150.00	\$93,750.00	\$90.00	\$56,250.00	\$190.00	\$118,750.00
6140100	23.000	SQFT	REPAINTING EXISTING STRUCTURAL STEEL, TYPE 1	\$500.00	\$11,500.00	\$350.00	\$8,050.00	\$385.00	\$8,855.00	\$350.00	\$8,050.00
6140120	5,694.000	SQFT	REPAINTING EXISTING STRUCTURAL STEEL, TYPE 2	\$30.00	\$170,820.00	\$25.00	\$142,350.00	\$30.00	\$170,820.00	\$25.00	\$142,350.00
6160210	2.000	EACH	16-FOOT METAL DRIVE GATE	\$2,550.00	\$5,100.00	\$2,800.00	\$5,600.00	\$3,200.00	\$6,400.00	\$2,800.00	\$5,600.00
6160420	2.000	EACH	4-FOOT METAL WALK GATE	\$1,565.00	\$3,130.00	\$1,200.00	\$2,400.00	\$1,400.00	\$2,800.00	\$1,200.00	\$2,400.00

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Item No.	Quantity	Unit	Description	Engineer's Estimate		Road and Highway Builders LLC		Q & D Construction LLC		Granite Construction Company	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
6161070	58,779.000	LINFT	DEER-PROOF FENCE	\$15.00	\$881,685.00	\$40.20	\$2,362,915.80	\$45.00	\$2,645,055.00	\$42.00	\$2,468,718.00
6161200	1,951.000	LINFT	72-INCH CHAIN-LINK FENCE	\$50.00	\$97,550.00	\$89.00	\$173,639.00	\$100.00	\$195,100.00	\$93.00	\$181,443.00
6170770	6.000	EACH	24-FOOT PRECAST CATTLE GUARD	\$27,000.00	\$162,000.00	\$50,000.00	\$300,000.00	\$29,500.00	\$177,000.00	\$27,000.00	\$162,000.00
6170780	9.000	EACH	28-FOOT PRECAST CATTLE GUARD	\$30,000.00	\$270,000.00	\$55,000.00	\$495,000.00	\$35,000.00	\$315,000.00	\$30,000.00	\$270,000.00
6170790	2.000	EACH	30-FOOT PRECAST CATTLE GUARD	\$31,500.00	\$63,000.00	\$60,000.00	\$120,000.00	\$37,000.00	\$74,000.00	\$34,000.00	\$68,000.00
6170820	2.000	EACH	36-FOOT PRECAST CATTLE GUARD	\$34,000.00	\$68,000.00	\$70,000.00	\$140,000.00	\$48,000.00	\$96,000.00	\$34,000.00	\$68,000.00
6170830	2.000	EACH	38-FOOT PRECAST CATTLE GUARD	\$36,000.00	\$72,000.00	\$80,000.00	\$160,000.00	\$50,000.00	\$100,000.00	\$45,000.00	\$90,000.00
6170860	2.000	EACH	46-FOOT PRECAST CATTLE GUARD	\$56,000.00	\$112,000.00	\$100,000.00	\$200,000.00	\$58,000.00	\$116,000.00	\$53,000.00	\$106,000.00
6180110	198.000	EACH	GUARDRAIL POSTS	\$120.00	\$23,760.00	\$800.00	\$158,400.00	\$940.00	\$186,120.00	\$900.00	\$178,200.00
6180250	138.000	LINFT	REMOVE AND RESET GUARDRAIL	\$37.00	\$5,106.00	\$12.00	\$1,656.00	\$14.00	\$1,932.00	\$13.00	\$1,794.00
6180270	2.000	EACH	TRAILING END ANCHOR	\$1,950.00	\$3,900.00	\$2,100.00	\$4,200.00	\$2,400.00	\$4,800.00	\$2,300.00	\$4,600.00
6180360	3.000	EACH	GUARDRAIL TERMINAL (TANGENTIAL)	\$5,500.00	\$16,500.00	\$5,300.00	\$15,900.00	\$6,200.00	\$18,600.00	\$5,800.00	\$17,400.00
6180540	1,236.500	LINFT	GALVANIZED GUARDRAIL	\$65.00	\$80,372.50	\$55.00	\$68,007.50	\$61.00	\$75,426.50	\$60.00	\$74,190.00
6180560	2,750.000	LINFT	GALVANIZED GUARDRAIL BEAM ELEMENTS	\$40.00	\$110,000.00	\$75.00	\$206,250.00	\$80.00	\$220,000.00	\$80.00	\$220,000.00
6180600	575.000	LINFT	RECONSTRUCT GUARDRAIL	\$40.00	\$23,000.00	\$50.00	\$28,750.00	\$55.00	\$31,625.00	\$55.00	\$31,625.00
6190200	120.000	EACH	GUIDE POSTS (RIGID)	\$70.00	\$8,400.00	\$65.00	\$7,800.00	\$70.00	\$8,400.00	\$70.00	\$8,400.00
6190260	1.000	EACH	OBJECT MARKERS, TYPE 2	\$175.00	\$175.00	\$150.00	\$150.00	\$165.00	\$165.00	\$165.00	\$165.00
6190280	14.000	EACH	OBJECT MARKERS, TYPE 3	\$190.00	\$2,660.00	\$150.00	\$2,100.00	\$160.00	\$2,240.00	\$160.00	\$2,240.00
6230201	62.000	EACH	ITS VAULT	\$7,200.00	\$446,400.00	\$8,075.00	\$500,650.00	\$8,100.00	\$502,200.00	\$9,000.00	\$558,000.00
6230232	10.000	EACH	NO. 5 PULL BOX, MODIFIED	\$1,133.00	\$11,330.00	\$1,850.00	\$18,500.00	\$2,000.00	\$20,000.00	\$2,000.00	\$20,000.00
6230235	93.000	EACH	NO. 7 PULL BOX	\$1,750.00	\$162,750.00	\$2,400.00	\$223,200.00	\$2,450.00	\$227,850.00	\$2,750.00	\$255,750.00
6230236	7.000	EACH	NO. 7 PULL BOX, MODIFIED	\$2,300.00	\$16,100.00	\$2,900.00	\$20,300.00	\$3,950.00	\$27,650.00	\$3,300.00	\$23,100.00
6230266	120.000	EACH	LUMINAIRE	\$1,950.00	\$234,000.00	\$2,000.00	\$240,000.00	\$2,000.00	\$240,000.00	\$2,000.00	\$240,000.00
6230269	189.000	EACH	MODIFY LUMINAIRE	\$200.00	\$37,800.00	\$160.00	\$30,240.00	\$160.00	\$30,240.00	\$170.00	\$32,130.00
6230658	5.000	EACH	ITS POLE (80 FOOT)	\$85,500.00	\$427,500.00	\$78,500.00	\$392,500.00	\$85,000.00	\$425,000.00	\$85,000.00	\$425,000.00
6230921	5.000	EACH	RADAR DETECTOR SYSTEM	\$17,275.00	\$86,375.00	\$15,000.00	\$75,000.00	\$15,500.00	\$77,500.00	\$16,500.00	\$82,500.00
6231061	5.000	EACH	COMMUNICATION CABINET	\$20,000.00	\$100,000.00	\$21,500.00	\$107,500.00	\$21,750.00	\$108,750.00	\$23,000.00	\$115,000.00
6231259	803.000	LINFT	ETHERNET CABLE	\$7.75	\$6,223.25	\$5.30	\$4,255.90	\$5.40	\$4,336.20	\$6.00	\$4,818.00
6231261	5.000	EACH	FIELD HARDENED ETHERNET SWITCH	\$8,250.00	\$41,250.00	\$14,150.00	\$70,750.00	\$14,500.00	\$72,500.00	\$15,500.00	\$77,500.00
6231275	5.000	EACH	DATA RADIO COMMUNICATIONS EQUIP.-REMOTE STATION DATA RADIO UNIT	\$11,500.00	\$57,500.00	\$9,165.00	\$45,825.00	\$9,300.00	\$46,500.00	\$10,000.00	\$50,000.00
6231375	9.000	EACH	REMOVAL OF POLE	\$1,150.00	\$10,350.00	\$1,133.00	\$10,197.00	\$1,200.00	\$10,800.00	\$1,200.00	\$10,800.00
6231405	1.000	EACH	REMOVE POLE MOUNTED CONTROLLER	\$500.00	\$500.00	\$756.00	\$756.00	\$800.00	\$800.00	\$825.00	\$825.00
6231620	6.000	EACH	UNDERGROUND ELECTRICAL SERVICE	\$10,750.00	\$64,500.00	\$18,710.00	\$112,260.00	\$19,000.00	\$114,000.00	\$20,000.00	\$120,000.00
6231630	6.000	EACH	REMOVE ELECTRICAL SERVICE	\$1,400.00	\$8,400.00	\$1,362.00	\$8,172.00	\$1,400.00	\$8,400.00	\$1,500.00	\$9,000.00
6231635	4.000	EACH	MODIFY ELECTRICAL SERVICE	\$2,600.00	\$10,400.00	\$1,169.00	\$4,676.00	\$1,200.00	\$4,800.00	\$1,300.00	\$5,200.00
6231790	161.000	LINFT	1 1/4-INCH CONDUIT	\$13.00	\$2,093.00	\$15.20	\$2,447.20	\$15.50	\$2,495.50	\$16.00	\$2,576.00
6231805	1,204.000	LINFT	2-INCH CONDUIT	\$15.00	\$18,060.00	\$20.50	\$24,682.00	\$20.75	\$24,983.00	\$22.00	\$26,488.00
6231820	51,772.000	LINFT	3-INCH CONDUIT	\$35.00	\$1,812,020.00	\$35.30	\$1,827,551.60	\$35.75	\$1,850,849.00	\$38.00	\$1,967,336.00
6231825	1,070.000	LINFT	3-INCH CONDUIT(METAL)	\$85.00	\$90,950.00	\$94.50	\$101,115.00	\$95.50	\$102,185.00	\$100.00	\$107,000.00
6231835	1,070.000	LINFT	4-INCH CONDUIT(METAL)	\$115.00	\$123,050.00	\$125.00	\$133,750.00	\$126.50	\$135,355.00	\$140.00	\$149,800.00
6231850	93,369.000	LINFT	4-INCH MULTIDUCT CONDUIT	\$20.00	\$1,867,380.00	\$39.90	\$3,725,423.10	\$40.50	\$3,781,444.50	\$44.00	\$4,108,236.00
6231955	22,631.000	LINFT	NO. 1 CONDUCTOR	\$3.75	\$84,866.25	\$5.90	\$133,522.90	\$6.00	\$135,786.00	\$6.50	\$147,101.50
6231960	6,934.000	LINFT	NO. 2 CONDUCTOR	\$3.25	\$22,535.50	\$4.40	\$30,509.60	\$4.75	\$32,936.50	\$5.25	\$36,403.50
6231970	18,832.000	LINFT	NO. 4 CONDUCTOR	\$2.85	\$53,671.20	\$3.80	\$71,561.60	\$3.85	\$72,503.20	\$4.00	\$75,328.00
6231980	257.000	LINFT	NO. 8 CONDUCTOR	\$3.00	\$771.00	\$2.80	\$719.60	\$2.90	\$745.30	\$3.00	\$771.00
6232175	21,572.000	LINFT	FIBER OPTIC CABLE	\$5.50	\$118,646.00	\$8.40	\$181,204.80	\$8.50	\$183,362.00	\$10.00	\$215,720.00
6232179	428.000	LINFT	FIBER OPTIC BRANCH CABLE	\$17.50	\$7,490.00	\$20.70	\$8,859.60	\$20.90	\$8,945.20	\$23.00	\$9,844.00
6232915	5.000	EACH	INTEGRATED FIBER OPTIC SPLICE/TERMINATION UNIT (UNDERGROUND)	\$3,850.00	\$19,250.00	\$3,754.00	\$18,770.00	\$3,800.00	\$19,000.00	\$4,000.00	\$20,000.00
6232930	5.000	EACH	VIDEO OPTICAL TRANSCEIVER (VOTR) PAIR	\$3,800.00	\$19,000.00	\$2,676.00	\$13,380.00	\$2,800.00	\$14,000.00	\$3,000.00	\$15,000.00
6232950	5.000	EACH	CCTV LOWERING DEVICE (HIGH MAST)	\$26,500.00	\$132,500.00	\$15,517.00	\$77,585.00	\$15,750.00	\$78,750.00	\$17,000.00	\$85,000.00
6233030	5.000	EACH	CCTV CAMERA (PTZ)	\$10,600.00	\$53,000.00	\$10,250.00	\$51,250.00	\$10,500.00	\$52,500.00	\$10,000.00	\$50,000.00

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				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
6240130	1.000	FA	UNIFORMED TRAFFIC CONTROL OFFICER	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00
6240140	120.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$1,000.00	\$120,000.00	\$2,500.00	\$300,000.00	\$1,500.00	\$180,000.00	\$3,500.00	\$420,000.00
6240240	10.000	HOUR	RENT EQUIPMENT (LOADER)	\$265.00	\$2,650.00	\$250.00	\$2,500.00	\$475.00	\$4,750.00	\$100.00	\$1,000.00
6240280	20.000	HOUR	RENT EQUIPMENT (DUMP TRUCK)	\$160.00	\$3,200.00	\$200.00	\$4,000.00	\$375.00	\$7,500.00	\$130.00	\$2,600.00
6240420	10.000	HOUR	RENT EQUIPMENT (BACKHOE)	\$240.00	\$2,400.00	\$200.00	\$2,000.00	\$425.00	\$4,250.00	\$60.00	\$600.00
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$250,000.00	\$250,000.00	\$600,000.00	\$600,000.00	\$880,000.00	\$880,000.00	\$2,300,000.00	\$2,300,000.00
6270022	1.000	EACH	PERMANENT OVERHEAD SIGN PANEL, RECONSTRUCT	\$5,100.00	\$5,100.00	\$15,000.00	\$15,000.00	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00
6270100	1.000	LS	INSTALL STATE FURNISHED SIGNS	\$20,480.00	\$20,480.00	\$275.00	\$275.00	\$315.00	\$315.00	\$300.00	\$300.00
6270150	166.670	SQFT	PERMANENT SIGN PANELS (OVERHEAD)	\$58.00	\$9,666.86	\$45.00	\$7,500.15	\$45.00	\$7,500.15	\$45.00	\$7,500.15
6270160	166.670	SQFT	PERMANENT SIGN PANELS (OVERHEAD) (REMOVE)	\$27.00	\$4,500.09	\$10.00	\$1,666.70	\$7.75	\$1,291.69	\$8.00	\$1,333.36
6270190	1,847.860	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$95.00	\$175,546.70	\$125.00	\$230,982.50	\$140.00	\$258,700.40	\$135.00	\$249,461.10
6270240	1,321.610	SQFT	PERMANENT SIGNS, REMOVE	\$8.50	\$11,233.69	\$10.00	\$13,216.10	\$7.75	\$10,242.48	\$8.00	\$10,572.88
6280120	1.000	LS	MOBILIZATION	\$1,341,656.79	\$1,341,656.79	\$2,145,318.70	\$2,145,318.70	\$2,142,113.44	\$2,142,113.44	\$2,531,122.44	\$2,531,122.44
6320900	88.000	LINFT	EPOXY PAVEMENT STRIPING (SOLID WHITE)	\$12.00	\$1,056.00	\$50.00	\$4,400.00	\$4.40	\$387.20	\$4.50	\$396.00
6320940	10.365	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID WHITE)	\$3,575.00	\$37,054.88	\$5,000.00	\$51,825.00	\$5,210.00	\$54,001.65	\$5,200.00	\$53,898.00
6321030	16.866	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID YELLOW)	\$3,875.00	\$65,355.75	\$5,000.00	\$84,330.00	\$5,210.00	\$87,871.86	\$5,200.00	\$87,703.20
6341030	20.000	LINFT	THERMOPLASTIC PAVEMENT MARKING (24-INCH SOLID WHITE)	\$30.00	\$600.00	\$20.00	\$400.00	\$22.00	\$440.00	\$22.00	\$440.00
6341060	192.000	SQFT	THERMOPLASTIC PAVEMENT MARKING (VARIES)	\$23.00	\$4,416.00	\$20.00	\$3,840.00	\$22.00	\$4,224.00	\$22.00	\$4,224.00
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$60,000.00	\$60,000.00	\$150,000.00	\$150,000.00	\$100,000.00	\$100,000.00	\$250,000.00	\$250,000.00
Totals:					\$14,758,224.64		\$22,333,333.00		\$22,420,000.00		\$26,362,362.00

Price Sensitivity
October 27, 2022

Contract No.: 3947
Project No.: NHP-080-1(179)
Project Id: 61042
County: Washoe
Range: R31 (\$13,500,000.01 to \$16,500,000.01)
Working: 140 days

RE: Alma Piceno-Ramirez
Designer: Aaron Lobato

Engineer's Estimate	Road and Highway Builders LLC	Q & D Construction LLC	Diff. Between Low & 2nd	Diff Between EE & Low	Low Bid % of EE
\$14,758,224.64	\$22,333,333.00	\$22,420,000.00	\$86,667.00	\$7,575,108.36	151.3%

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
2010120	14.290	ACRE	CLEARING AND GRUBBING	\$3,500.00	\$2,000.00	\$5,200.00	-27.083	-189.5%	57.1%	Yes	EE OK/ QTY OK
2020160	394.000	LINFT	REMOVAL OF EXPANSION JOINTS	\$65.00	\$200.00	\$40.00	541.669	137.5%	307.7%	Yes	EE OK/ QTY OK
2020585	50,679.000	LINFT	REMOVAL OF FENCE	\$3.50	\$2.60	\$4.50	-45,614.211	-90.0%	74.3%	Yes	EE OK/ QTY OK
2020990	30,518.100	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$3.75	\$5.00	\$4.75	346,668.000	1135.9%	133.3%	No	EE OK/ QTY OK
2021287	143,564.000	LINFT	GRINDING FOR PAVEMENT MARKINGS	\$0.60	\$0.50	\$0.55	-1,733,340.000	-1207.4%	83.3%	No	EE OK/ QTY OK
2030230	805.000	CUYD	BORROW EMBANKMENT	\$80.00	\$200.00	\$140.00	1,444.450	179.4%	250.0%	Yes	EE low; Material is being used for the deer jump outs/ QTY OK
2060110	1,015.700	CUYD	STRUCTURE EXCAVATION	\$70.00	\$50.00	\$175.00	-693.336	-68.3%	71.4%	Yes	EE OK/ QTY OK
2110150	37.000	ACRE	SEEDING	\$7,100.00	\$6,000.00	\$5,500.00	173.334	468.5%	84.5%	No	EE OK/ QTY OK
2120045	10,845.000	SQYD	PAINTING	\$15.00	\$65.00	\$90.00	-3,466.680	-32.0%	433.3%	Yes	EE OK/ QTY OK
2120395	24.000	MONTH	PLANT ESTABLISHMENT WORK	\$6,400.00	\$7,000.00	\$6,550.00	192.593	802.5%	109.4%	No	EE OK/ QTY OK
2120930	28,705.000	SQYD	ROCK COLORING	\$2.75	\$10.00	\$4.00	14,444.500	50.3%	363.6%	Yes	EE OK/ QTY OK
3050140	6,486.000	SQYD	PROCESSING FOR ROADBED MODIFICATION	\$12.00	\$15.00	\$4.50	8,254.000	127.3%	125.0%	No	EE OK/ QTY OK
3050190	6,486.000	SQYD	PULVERIZE EXISTING SURFACE	\$8.00	\$15.00	\$5.75	9,369.405	144.5%	187.5%	Yes	EE OK/ QTY OK
4020110	519.000	SQYD	PLANTMIX PAVED DITCHES	\$20.00	\$100.00	\$25.00	1,155.560	222.7%	500.0%	Yes	EE OK/ QTY OK
4020190	1,174.000	TON	PLANTMIX SURFACING (TYPE 2C) (WET)	\$160.00	\$200.00	\$145.00	1,575.764	134.2%	125.0%	No	EE OK/ QTY OK
4030110	1,550.000	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$190.00	\$275.00	\$275.00	N/A	N/A	144.7%	No	EE could be low; risk due to Fuel Escalation being deleted from the contract/ QTY OK
4960130	950.000	SQYD	BRIDGE DECK PREPARATION AND CONCRETE PLACEMENT	\$130.00	\$50.00	\$30.00	4,333.350	456.1%	38.5%	Yes	EE OK/ QTY OK
4960160	178,104.000	POUND	POLYMER CONCRETE AGGREGATE	\$0.40	\$1.00	\$0.45	157,576.364	88.5%	250.0%	Yes	EE OK/ QTY OK
4960170	24,935.000	POUND	POLYMER CONCRETE RESIN	\$3.35	\$5.00	\$3.00	43,333.500	173.8%	149.3%	No	EE OK/ QTY OK
5020770	17.960	CUYD	CLASS AA CONCRETE (ISLAND PAVING) (SPECIAL)	\$970.00	\$4,000.00	\$1,100.00	29.885	166.4%	412.4%	Yes	EE OK/ QTY OK
6030170	221.000	LINFT	18-INCH REINFORCED CONCRETE PIPE, CLASS III	\$185.00	\$500.00	\$135.00	237.444	107.4%	270.3%	Yes	EE OK/ QTY OK
6091742	3,175.000	LINFT	24-INCH PIPE LINER	\$175.00	\$225.00	\$270.00	-1,925.933	-60.7%	128.6%	No	EE OK/ QTY OK
6091755	282.000	LINFT	30-INCH PIPE LINER	\$215.00	\$300.00	\$300.00	N/A	N/A	139.5%	No	EE OK/ QTY OK
6091764	188.000	LINFT	36-INCH PIPE LINER	\$350.00	\$500.00	\$420.00	1,083.338	576.2%	142.9%	No	EE OK/ QTY OK
6091784	192.000	LINFT	60-INCH PIPE LINER	\$900.00	\$900.00	\$1,200.00	-288.890	-150.5%	100.0%	No	EE OK/ QTY OK
6131280	625.000	SQYD	CLASS AA CONCRETE DRIVEWAY (6-INCH) (REINFORCED)	\$145.00	\$150.00	\$90.00	1,444.450	231.1%	103.4%	No	EE OK/ QTY OK
6140120	5,694.000	SQFT	REPAINTING EXISTING STRUCTURAL STEEL, TYPE 2	\$30.00	\$25.00	\$30.00	-17,333.400	-304.4%	83.3%	No	EE OK/ QTY OK
6161070	58,779.000	LINFT	DEER-PROOF FENCE	\$15.00	\$40.20	\$45.00	-18,055.625	-30.7%	268.0%	Yes	EE OK/ QTY OK
6161200	1,951.000	LINFT	72-INCH CHAIN-LINK FENCE	\$50.00	\$89.00	\$100.00	-7,878.818	-403.8%	178.0%	Yes	EE OK/ QTY OK
6170770	6.000	EACH	24-FOOT PRECAST CATTLE GUARD	\$27,000.00	\$50,000.00	\$29,500.00	4.228	70.5%	185.2%	Yes	EE OK/ QTY OK
6170780	9.000	EACH	28-FOOT PRECAST CATTLE GUARD	\$30,000.00	\$55,000.00	\$35,000.00	4.333	48.1%	183.3%	Yes	EE OK/ QTY OK
6170790	2.000	EACH	30-FOOT PRECAST CATTLE GUARD	\$31,500.00	\$60,000.00	\$37,000.00	3.768	188.4%	190.5%	Yes	EE OK/ QTY OK
6170820	2.000	EACH	36-FOOT PRECAST CATTLE GUARD	\$34,000.00	\$70,000.00	\$48,000.00	3.939	197.0%	205.9%	Yes	EE OK/ QTY OK
6170830	2.000	EACH	38-FOOT PRECAST CATTLE GUARD	\$36,000.00	\$80,000.00	\$50,000.00	2.889	144.4%	222.2%	Yes	EE OK/ QTY OK
6170860	2.000	EACH	46-FOOT PRECAST CATTLE GUARD	\$56,000.00	\$100,000.00	\$58,000.00	2.064	103.2%	178.6%	Yes	EE OK/ QTY OK
6180110	198.000	EACH	GUARDRAIL POSTS	\$120.00	\$800.00	\$940.00	-619.050	-312.7%	666.7%	Yes	EE low; EE not adjusted for non-standard placement at deer fence jump out locations. Access will be a factor. / QTY OK
6180540	1,236.500	LINFT	GALVANIZED GUARDRAIL	\$65.00	\$55.00	\$61.00	-14,444.500	-1168.2%	84.6%	No	EE OK/ QTY OK
6180560	2,750.000	LINFT	GALVANIZED GUARDRAIL BEAM ELEMENTS	\$40.00	\$75.00	\$80.00	-17,333.400	-630.3%	187.5%	Yes	EE OK/ QTY OK
6230201	62.000	EACH	ITS VAULT	\$7,200.00	\$8,075.00	\$8,100.00	-3,466.680	-5591.4%	112.2%	No	EE OK/ QTY OK
6230235	93.000	EACH	NO. 7 PULL BOX	\$1,750.00	\$2,400.00	\$2,450.00	-1,733.340	-1863.8%	137.1%	No	EE OK/ QTY OK
6230266	120.000	EACH	LUMINAIRE	\$1,950.00	\$2,000.00	\$2,000.00	N/A	N/A	102.6%	No	EE OK/ QTY OK
6230658	5.000	EACH	ITS POLE (80 FOOT)	\$85,500.00	\$78,500.00	\$85,000.00	-13.333	-266.7%	91.8%	No	EE OK/ QTY OK
6230921	5.000	EACH	RADAR DETECTOR SYSTEM	\$17,275.00	\$15,000.00	\$15,500.00	-173.334	-3466.7%	86.8%	No	EE OK/ QTY OK
6231061	5.000	EACH	COMMUNICATION CABINET	\$20,000.00	\$21,500.00	\$21,750.00	-346.668	-6933.4%	107.5%	No	EE OK/ QTY OK
6231261	5.000	EACH	FIELD HARDENED ETHERNET SWITCH	\$8,250.00	\$14,150.00	\$14,500.00	-247.620	-4952.4%	171.5%	Yes	EE OK/ QTY OK
6231275	5.000	EACH	DATA RADIO COMMUNICATIONS EQUIP.-REMOTE STATION DATA RADIO UNIT	\$11,500.00	\$9,165.00	\$9,300.00	-641.978	-12839.6%	79.7%	No	EE OK/ QTY OK
6231620	6.000	EACH	UNDERGROUND ELECTRICAL SERVICE	\$10,750.00	\$18,710.00	\$19,000.00	-298.852	-4980.9%	174.0%	Yes	EE OK/ QTY OK
6231820	51,772.000	LINFT	3-INCH CONDUIT	\$35.00	\$35.30	\$35.75	-192,593.333	-372.0%	100.9%	No	EE OK/ QTY OK
6231825	1,070.000	LINFT	3-INCH CONDUIT(METAL)	\$85.00	\$94.50	\$95.50	-86,667.000	-8099.7%	111.2%	No	EE OK/ QTY OK
6231835	1,070.000	LINFT	4-INCH CONDUIT(METAL)	\$115.00	\$125.00	\$126.50	-57,778.000	-5399.8%	108.7%	No	EE OK/ QTY OK

Price Sensitivity
October 27, 2022

6231850	93,369.000	LINFT	4-INCH MULTIDUCT CONDUIT	\$20.00	\$39.90	\$40.50	-144,445.000	-154.7%	199.5%	Yes	EE OK/ QTY OK
6231955	22,631.000	LINFT	NO. 1 CONDUCTOR	\$3.75	\$5.90	\$6.00	-866,670.000	-3829.6%	157.3%	Yes	EE OK/ QTY OK
6231970	18,832.000	LINFT	NO. 4 CONDUCTOR	\$2.85	\$3.80	\$3.85	-1,733,340.000	-9204.2%	133.3%	No	EE OK/ QTY OK
6232175	21,572.000	LINFT	FIBER OPTIC CABLE	\$5.50	\$8.40	\$8.50	-866,670.000	-4017.6%	152.7%	Yes	EE OK/ QTY OK
6232950	5.000	EACH	CCTV LOWERING DEVICE (HIGH MAST)	\$26,500.00	\$15,517.00	\$15,750.00	-371.961	-7439.2%	58.6%	Yes	EE OK/ QTY OK
6233030	5.000	EACH	CCTV CAMERA (PTZ)	\$10,600.00	\$10,250.00	\$10,500.00	-346.668	-6933.4%	96.7%	No	EE OK/ QTY OK
6240140	120.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$1,000.00	\$2,500.00	\$1,500.00	86.667	72.2%	250.0%	Yes	EE OK/ QTY Low, did not update the
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$250,000.00	\$600,000.00	\$880,000.00	N/A	N/A	240.0%	Yes	increase in working days. From 120 to 140.
6270190	1,847.860	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$95.00	\$125.00	\$140.00	-5,777.800	-312.7%	131.6%	No	EE OK/ QTY Low- Originally just counted for shoulder work and did not account for TTC on the structures.
6280120	1.000	LS	MOBILIZATION	\$1,341,656.79	\$2,145,318.70	\$2,142,113.44	N/A	N/A	159.9%	Yes	Fixed Percentage 10%
6320940	10.365	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID WHITE)	\$3,575.00	\$5,000.00	\$5,210.00	-412.700	-3981.7%	139.9%	No	EE OK/ QTY OK
6321030	16.866	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID YELLOW)	\$3,875.00	\$5,000.00	\$5,210.00	-412.700	-2446.9%	129.0%	No	EE OK/ QTY OK
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$60,000.00	\$150,000.00	\$100,000.00	N/A	N/A	250.0%	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 quantity error was found. Bid Item 6240140 Traffic Control Supervisor was low and will increase from 120 Days to 140 Days. The change does not effect bidding order. Some prices were found to be low due to the non standard use of the item which would have ultimately increased the Engineer's Estimate. Contractors priced appropriately. All other prices and quantities have been verified. **BRAT Recommends to Award**

Purpose and Need of Project: This project is located in Washoe County on I-80 from the California/Nevada State Line to the McCarran Interchange. This project will upgrade the concrete barrier rails, improve the hydraulics with culvert lining and/or replacing severely damaged culverts, install ITS fiber line and ITS hardware upgrades as well as fencing and water quality work incorporated into landscaping improvements.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

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

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

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

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

150

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

Road and Highway Builders, LLC

5. Corporate/Business Entity Street Address:

Street Address: 950 E. Mustang Road	Website: www.roadandhighwaybuilders.com
City, State and Zip Code: Sparks, NV 89434	Point of Contact Name: Kim Krauser
Telephone and Fax No. 7758527283	Email: Kim.krauser@strlco.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:

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:

 Richard Buenting
DOBZAKJ06770BRES...
 Signature
 Richard Buenting
 Print Name
 President & Managing Member
 10/31/2022
 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:

 Katelyn Malone
EBHFRACFC6468...
 Signature

Katelyn Malone
 Print Name
 Authorized NDOT Representative

REVISED 3/25/2019



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors
FROM: Kristina Swallow, P.E., Director
SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting
ITEM # 6: Agreement 300-22-040, with GCW ENGINEERING, INC., for augmentation of Crew 903 for the I-15 and SR 169 truck climbing lanes, Clark County, Nevada. – *For possible action*

Agreement No.:	300-22-040	Amendment No:	N/A
Contractor:	GCW Engineering, Inc.	Federal:	Partial
Original Amount:	\$5,978,128.34	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$5,978,128.34	Receivable Amount:	\$0.00
Start Date:	01/09/2023	End Date:	6/30/2024
Division:	Construction	Division Head:	Sam Lompa

Summary:

GCW Engineering, Inc., shall provide construction engineering services for augmenting Construction Crew 903 to perform professional and technical engineering services to ensure the construction in District I on three (3) concurrent projects: Project SI-0169(003) located south of I-15, extending to the northern limits of Logandale on SR 169; NHFP-015-1(167) near Garnet, located on southbound mainline and one (1) located on northbound mainline; and SI-015-2(048), located on northbound mainline, Clark County, Nevada. NV B/L#: NVD19721004148-R Proposers: GCW Engineering, Inc., and Horrocks Engineers

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services
- C. Disclosure of Ownership/Principals and Relationship Form

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

Recommendation for Board Action:

Approve Agreement 300-22-040, with GCW ENGINEERING, INC., for augmentation of Crew 903 for the I-15 and SR 169 truck climbing lanes in the amount of \$5,978,128.34.

Prepared by:

Administrative Services Division



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

MEMORANDUM

December 5, 2022

TO: Sajid Sulahria, P.E., Assistant Director

FROM: Mark Caffaratti, P.E., Project Manager *MWC*

SUBJECT: Negotiation Summary for P300-22-040 Truck Climbing Lanes on I-15 & SR 169.

A negotiation meeting was held via Microsoft Teams on December 5, 2022, with Tim McCoy, Randall Garrett of GCW Engineering, Inc., Shawn Meagher of CA Group and Megan Ko, Tonia Andree, Abid Sulahria, and Mark Caffaratti of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

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

The budgeted amount of this Agreement is comprised of 95% Federal/ 5% State Funding.

The Scope of Services was reaffirmed by both parties at the outset. (Attached)

Key personnel dedicated to this project are as follows:

Name	Title
Randal Garrett	Field Assistant Resident Engineer
Ryan Condol	Construction Office Engineer
Sarah Manley	Office Manager

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
CA Group	Amargosa 3R, I-15 Ph III North, Centennial Bowl 3D, District II LPA Oversite	466-21-040, 445-21-040R 217-20-040, 104-21-040
4Leaf Consulting	Summerlin Parkway 3R	088-22-040
Aztech Materials Testing	I-15 Tropicana DB Materials Testing	604-21-040
GES	District III On-Call	449-20-040

The DEPARTMENT's original estimate was \$5,984,116.01 including direct labor (31,524 man-hours of work by the SERVICE PROVIDER).

The SERVICE PROVIDER's original estimate was \$6,125,212.34, including direct labor (34,860 man-hours of work by the SERVICE PROVIDER).

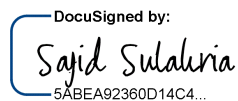
The negotiations yielded the following:

1. There will be an estimated 34,860 total man-hours over the term of the agreement.
2. The total negotiated cost for this agreement is \$5,978,128.34.

SERVICE PROVIDER's Transportation Board representative(s):

- **Tim McCoy, P.E.**
- **tmccoy@gcengineering.com**
- **(702)804-2075**

Reviewed and Approved:

DocuSigned by:

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Assistant Director

CONSTRUCTION AUGMENTATION OF CREW 903 FOR THE OVERSIGHT OF
THE TRUCK CLIMBING LANES ON I-15 & SR 169
SCOPE OF SERVICES

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure the construction of Projects SI-0169(003), NHFP-015-1(167), and SI-015-2(048) in Clark County is accomplished in conformance with the plans, specifications, and all other contract documents.

The SERVICE PROVIDER shall provide one (1) Office Engineer*, one (1) Assistant Resident Engineer*, one (1) Office Manager*, five (5) Level IV Inspectors, three (3) Level I Inspectors, a two (2)-person Survey Team, four (4) Testers, and four (4) nuclear gauges, trucks, and cell phones; * denotes "Key Personnel". The SERVICE PROVIDER shall provide incidental equipment as may be required by the DEPARTMENT.

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

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

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

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

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

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

The SERVICE PROVIDER shall provide one (1) field office with a minimum of two thousand four hundred (2,400) square feet with a minimum of five (5) one hundred (100) square feet individual offices and one (1) central conference area at a central location to the three (3) truck climbing lane projects as approved by the ENGINEER. The office must be powered 24 hours per day, 7 days a week and capable of providing 100 Mbps download speed. The field office shall be centrally located within the limits of the three (3) truck climbing lane projects. Water and sewer connections must be provided. Provide as needed maintenance to the office and bi-weekly cleaning services. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.

The SERVICE PROVIDER shall comply with all documentation training requirements of the DEPARTMENT for contract administration: AWP Construction New User Training, AWP Materials New User Training and Mobile Inspector Training. The Office Engineer, Assistant Resident Engineer, and

Office Manager require the AWP Construction New User Training and the AWP Materials New User Training. Individuals who require this training shall provide a Windows-based computer, which has internet access and the Google Chrome™ browser installed. Testers require the AWP Materials New User Training. Individuals who require this training shall provide a Windows-based computer, which has internet access and the Google Chrome™ browser installed. Inspectors require Mobile Inspector Progressive Web Application Training. Individuals who require this training shall provide an iPad or a Windows-based tablet.

The SERVICE PROVIDER shall equip personnel as follows to perform contract documentation: Office Engineer, Assistant Resident Engineer, and Office Manager, who will be utilizing the AASHTOWare Project (AWP) program, with a Windows-based computer, which has internet access, the Google Chrome™ browser installed, and has Adobe Pro or other PDF-editing/creating software installed; Field Inspectors, who will be utilizing the AASHTOWare Project program shall have access to a Windows-based computer, which has internet access and the Google Chrome™ browser installed.

The SERVICE PROVIDER shall equip Inspectors with an iPad or Windows-based tablet capable of supporting the Mobile Inspector™ Progressive Web application utilized by the DEPARTMENT for documenting field inspection activities. Sub-Consultants of the SERVICE PROVIDER employing Inspectors and/or Testers must provide access to the AWP program via a Windows-based computer with internet access and Google Chrome™ browser.

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

The SERVICE PROVIDER shall provide one (1) field laboratory centrally located at an approved location by the ENGINEER with the minimum size and sufficient capacity to perform the scope of services as required by the DEPARTMENT, and including all items as specified in Attachment B. The field laboratory shall be equipped with a Windows based computer with internet access and Google Chrome™ browser installed. The SERVICE PROVIDER agrees this is a minimum equipment list and additional equipment may be required. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.

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

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):

GCW, Inc.

5. Corporate/Business Entity Street Address:

Street Address: 1555 S. Rainbow Blvd.	Website: www.gcwengineering.com
City, State and Zip Code: Las Vegas, NV 89146	Point of Contact Name: Tim McCoy
Telephone and Fax No. 702-804-2000 702-804-2299	Email: tmccoy@gcwengineering.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)
GCW Holdings, Inc.	N/A	100%
Employee Stock Ownership Plan	Not one employee owns 5% or more	

*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, limited liability 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
Rusty A. Wonders	Mathew Wonders/Supervisor I	Brother	Highway Maintenance Crew 227 Gardnerville, NV

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.

 Ti McCoy
 Signature Print Name

President
 Title


12/5/2022
 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

Jessica Cutts
 Print Name
 Authorized NDOT Representative



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting

ITEM # 7: Agreement 363-22-040, with CONSTRUCTION MATERIALS ENGINEERS, INC., for augmentation of Crew 904 on US 50 and US 95, Churchill County, Nevada. – *For possible action*

Agreement No.:	363-22-040	Amendment No:	N/A
Contractor:	Construction Materials Engineers, Inc.	Federal:	Partial
Original Amount:	\$3,128,800.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$3,128,800.00	Receivable Amount:	\$0.00
Start Date:	01/09/2023	End Date:	02/28/2024
Division:	Construction	Division Head:	Sam Lompa

Summary:

Construction Materials Engineers, Inc., shall provide construction engineering services for augmenting Construction Crew 904 on two (2) concurrent projects. Project STBG-095-5(021) on US 95 is a cold mill and overlay to include lighting improvements and the installation of a deceleration lane. Project STBG-050-3(014) on US 50 includes a portion of roadbed modification, cold milling, and plantmix bituminous surface with open grade placement, Churchill County, Nevada. NV B/L#: NVD20091073153-R Proposers: C.A. Group, Inc., and Construction Materials Engineers, Inc.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services
- C. Disclosure of Ownership/Principals and Relationship Form

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

Recommendation for Board Action:

Approve Agreement 363-22-040, with CONSTRUCTION MATERIALS ENGINEERS, INC., for augmentation of Crew 904 on US 50 and US 95 in the amount of \$3,128,800.00.

Prepared by:


Administrative Services Division



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

MEMORANDUM

November 5, 2022

TO: Sajid Sulahria, P.E., Assistant Director
FROM: Mike Brown Jr, Project Manager 
SUBJECT: Negotiation Summary for RFP 363-22-040, Crew 904 Augmentation

A negotiation meeting was held at via Microsoft Teams on December 5, 2022, with Marty Crew and Joe Mamola of Construction Materials Engineers, Inc. and Sam Thompson, Bhupinder Sandhu, and Mike Brown Jr. of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The duration of this agreement will be for 1 year, ending February 2024.

The budgeted amount of this Agreement is comprised of 95% Federal / 5% State Funding.

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

Key personnel dedicated to this project are as follows:

Name	Title	Estimated Number of Hours
Dean Weitzel, PE	Assistant Resident Engineer	1917
Matt Goodson	Office Manager	1952
Kathleen Taylor	Public Information Officer	800
Total Hours:		4669

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
HDR	District II Betterments	P539-19-040
	District I – LPAs	P103-21-040
	I80 @ Button Point – C920 Augment.	P004-22-040
	District II – On call	P448-20-040
Taylor Made Solutions (DBE)	RE Academy	P373-15-040

The DEPARTMENT's original estimate was \$3,129,053.76, including direct labor (15,527 man-hours of work by the SERVICE PROVIDER).

The SERVICE PROVIDER's original estimate was \$3,337,606, including direct labor (17,594 man-hours of work by the SERVICE PROVIDER).

The negotiations yielded the following:

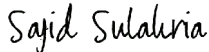
1. The total projected man-hours allocated for this project is 16,677.
2. The total negotiated cost for this Agreement is \$3,128,800.00

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

SERVICE PROVIDER's Transportation Board representative(s):

- **Marty Crew, PE**
- **mcrew@cmenv.com**
- **(775)720-4785**

Reviewed and Approved:

DocuSigned by:

5ABEA92360D14C4...
Assistant Director

CONSTRUCTION CREW 904 AUGMENTATION FOR MULTIPLE PROJECTS:
STBG-095-5(021) on US 95 AND STBG-050-3(014) ON US 50, IN CHURCHILL COUNTY

SCOPE OF SERVICES

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of Projects STBG-095-5(021) on US95 and STBG-050-3(014) on US 50, both in Churchill County, are accomplished in conformance with the plans and specifications. Consultant staff may be assigned to either project incorporated in this RFP under the direction of the Crew 904 Resident Engineer. The anticipated construction schedule for both projects is March through October of 2023.

The SERVICE PROVIDER shall provide up to one (1) Licensed Assistant Resident Engineer*, one (1) Office Manager*, one (1) part-time Public Information Officer*, two (2) Level IV Inspectors, one (1) Level III Inspector, one (1) Level I Inspector, three (3) Level III Testers, one (1) nuclear thin lift gauge, one (1) Field Testing Lab, one (1) Field Office, trucks, and cell phones. *Positions are considered "key personnel". The SERVICE PROVIDER shall provide incidental equipment as may be required by the DEPARTMENT.

The SERVICE PROVIDER shall provide one (1) Licensed Principal Engineer to act as Project Manager. The Principal Engineer shall be limited to billing no more than eight (8) hours per month unless prior approval for additional hours is obtained from the DEPARTMENT.

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

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

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

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

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

The SERVICE PROVIDER shall provide one (1) field office with a minimum of one thousand six hundred (1600) square feet with at least four (4) one hundred (100) square-foot individual offices, one (1) central conference area, and at least one (1) restroom. Locate the office within five (5) miles of the project limits or other location approved by the DEPARTMENT. The field office shall have heating and air conditioning, internet service with one hundred (100) megabits per second (Mbps) minimum download speed, water and sewer service, power, Windows-based computers, printer, copier, scanner, desks, and chairs.

Provide maintenance to the office as needed and include regular cleaning services. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.

The SERVICE PROVIDER and associated Sub-Consultants shall comply with all documentation training requirements of the DEPARTMENT for contract administration: AWP Construction New User Training, AWP Materials New User Training and Mobile Inspector Training. The Licensed Assistant Resident Engineer and Office Manager require the AWP Construction New User Training and the AWP Materials New User Training. Individuals who require this training shall provide a Windows-based computer, which has internet access and the Google Chrome™ browser installed. Testers require the AWP Materials New User Training. Individuals who require this training shall provide a Windows-based computer, which has internet access and the Google Chrome™ browser installed. Inspectors require Mobile Inspector Progressive Web Application Training. Individuals who require this training shall provide an iPad or a Windows-based tablet.

The SERVICE PROVIDER and any associated Sub-Consultants shall equip personnel as follows to perform contract documentation: Licensed Assistant Resident Engineer and Office Manager, who will be utilizing the AASHTOWare Project program, with a Windows-based computer, which has internet access, the Google Chrome™ browser installed, and has Adobe Pro or other PDF-editing/creating software installed; Field Inspectors, who will be utilizing the AASHTOWare Project program shall have access to a Windows-based computer, which has internet access and the Google Chrome™ browser installed.

The SERVICE PROVIDER and any Sub-Consultants shall equip Inspectors with an iPad or Windows-based tablet capable of supporting the Mobile Inspector™ Progressive Web application utilized by the DEPARTMENT for documenting field inspection activities.

All testing personnel shall meet and be certified under the American Concrete Institute (ACI) as Concrete Field Testing Technician - Grade I; Nevada Alliance for Quality Transportation Construction (NAQTC) guidelines for Sampling and Density, Aggregate and Asphalt Modules. Certification under Western Alliance for Quality Transportation Construction (WAQTC) guidelines will be accepted in lieu of NAQTC. The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training or equipment necessary for the use of any hazardous materials required to perform testing on this project. When nuclear gauges are required, the SERVICE PROVIDER shall comply with the "Consultant Nuclear Requirements" as provided in Attachment B of this RFP.

The SERVICE PROVIDER shall provide one (1) field laboratory at the project site or other location approved by the DEPARTMENT. The laboratory shall be of the minimum size with sufficient capacity to perform the scope of services as required by the DEPARTMENT, and include all items as specified in Attachment A. The SERVICE PROVIDER and associated Sub-Consultants shall equip the field laboratory with a Windows-based computer, which has internet access, and the Google Chrome™ browser installed. The SERVICE PROVIDER agrees that this is a minimum equipment list and additional equipment may be required. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

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

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

55

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

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

5. Corporate/Business Entity Street Address:

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

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

Street Address: Same	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)
Martin N. Crew, PE	President	45
Justin V. Legg	Vice President	30
Jon A. Del Santo, PE	Secretary / Treasurer	25

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

DISCLOSURE OF RELATIONSHIP FORM

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

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No

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

Yes No

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION
None			

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



Martin N. Crew, PE

Signature

Print Name

President

December 5, 2022

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



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting

ITEM # 8: Agreement 365-22-015, with C.A. GROUP, INC., for environmental and preliminary engineering services for the I-15 Central Corridor, Clark County, Nevada. – *For possible action*

Agreement No.:	365-22-015	Amendment No.:	N/A
Contractor:	C.A. Group, Inc.	Federal:	Partial
Original Amount:	\$10,258,057.20	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$10,258,057.20	Receivable Amount:	\$0.00
Start Date:	01/09/2023	End Date:	12/31/2027
Division:	Project Management	Division Head:	Nick Johnson

Summary:

C.A. Group shall provide environmental and preliminary engineering and design services for the I-15 Central Corridor in Clark County. A Planning and Environmental Linkage (PEL) study was recently completed, and now this agreement with CA Group will begin the next phase of the project to perform the National Environmental Policy Act (NEPA) study. The project goals are to resolve existing roadway deficiencies, improve safety and capacity, provide transportation improvements to serve existing and future growth areas, and provide compatibility with regional and local transportation plans, Clark County, Nevada. NV B/L#: NVD20081407877-R Proposers: C.A. Group, Inc., and HDR Engineering, Inc.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services
- C. Disclosure of Ownership/Principals and Relationship Form

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

Recommendation for Board Action:

Approve Agreement 365-22-015, with C.A. GROUP, INC., for environmental and preliminary engineering services for the I-15 Central Corridor in the amount of \$10,258,057.20.

Prepared by:

Administrative Services Division



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

MEMORANDUM

December 2, 2022

TO: Sajid Sulahria, Assistant Director

FROM: Christine Chia, Project Manager

SUBJECT: Negotiation Summary for RFP 365-22-015 Environmental and Preliminary Engineering Services for the Interstate 15 Central Corridor

A negotiation meeting was held via Microsoft Teams on October 3, 2022 and November 1, 2022 with C.A. Group Inc. President/Project Manager Jim Caviola and Project Manager Christine Chia of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at nine percent (9.0%).

The duration of this agreement will be for 5 years, ending on December 31, 2027.

The budgeted amount of this Agreement is comprised of 45% Federal / 55% State Funding.

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

The following schedule was agreed to by both parties:

Date	Task to be Completed
TBD	CRA
TBD	Mapping/Survey
TBD	Public Involvement
TBD	Traffic Analysis
TBD	Alternative Analysis
TBD	30% Design

Key personnel dedicated to this project are as follows:

Name	Title	Estimated Number of Hours
Jim Caviola	Project Manager	1,778
Andrea Engelman	NEPA Document Lead	3,364
Jeff Bingham	Environmental Lead	2,366
Sriram Bala	Engineering Lead	1,451
Jack Sjostrom	QC Engineering	1,388
	Total Hours:	10,347

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description & Agreement No.								
Jacobs	DAP - P566-14-110 ONE NEVADA PLAN - P702-18-802 NDOT_CONSTRUCTION MANAGEMENT - (I-515 VIADUCT - P438-21-040) NDOT_ON-CALL TRAFFIC SERVICES - (PYRAMID - P253-21-016) NDOT_ON-CALL GEOTECH SERVICES - (GEOTECH - P269-21-020) NDOT_ON-CALL DESIGN SERVICES (I-80 - P376-20-015)								
Atkins	P283-21-015 - Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) P745-19-040 – US95 Mill and Overlay from Schurz to Fallon, Mill and Overlay in Mineral, Lyon, and Churchill Counties Full Administration P109-17-015 - I-15/CC 215 System to System Interchange P226-20-803 - Vehicle Size and Weight Regulation and Enforcement P102-21-018 – Develop a program to incorporate resiliency into long-term transportation planning, design consideration, and operations to adapt to and prevent/mitigate natural hazards and other transportation system disturbances P778-19-816 - Safety Management Plan (SMP) statewide P113-19-011 – Standard Plan Update for Highway Signs, Luminaries and Traffic Signals P112-22-816 - Local Road Safety Plans (LRSP) statewide P247-18-030 - Right-of-Way Support Services P251-21-016 - Professional Services for Traffic Operations 587-20-016 P304-18-015 - I-15 North from Speedway to Garnet (I-15 N Phase 3 for MP CL 53.61 to MP 64.28) P326-22-030 - Right-of-Way On-Call Support Services 122-22-030 P372-20-015 - On-Call (IDIQ) for Design Services P373-15-040 - Provide assistance to the Construction Division in developing, organizing, and hosting the Resident Engineer Academy for the years 2016 through 2023 P455-21-802 – On-Call Planning Consultant Services 226-21-802 P567-21-050 – On-Call Engineering and Design Services for Department Betterment Projects 316-21-050 P660-18-016 - Traffic Operations Consultant Design Services P085-11-015 – Landscape architect services for the design of the new System-to-System Interchange at the Bruce Woodbury Beltway (CC-215) and US-95								
Parametrix	<table border="0"> <tr> <td>On-call Planning Consultant Services</td> <td>P451-21-802</td> </tr> <tr> <td>On-call Grant Writing Support Services</td> <td>P329-20-800</td> </tr> <tr> <td>Nevada Freight Plan Update</td> <td>P128-21-802</td> </tr> <tr> <td>I-15 & I-80 Multistate Coordination</td> <td>P285-19-804</td> </tr> </table>	On-call Planning Consultant Services	P451-21-802	On-call Grant Writing Support Services	P329-20-800	Nevada Freight Plan Update	P128-21-802	I-15 & I-80 Multistate Coordination	P285-19-804
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Nevada Freight Plan Update	P128-21-802								
I-15 & I-80 Multistate Coordination	P285-19-804								
Innova	N/A								
BEC	N/A								
Lage	<table border="0"> <tr> <td>I-80 Battle Mountain Landscape & Aesthetics</td> <td>P726-19-010</td> </tr> <tr> <td>I-15 South Sloan to Blue Diamond</td> <td>P066-21-015</td> </tr> <tr> <td>I-80 Carlin and Elko Interchanges</td> <td>P599-21-010</td> </tr> </table>	I-80 Battle Mountain Landscape & Aesthetics	P726-19-010	I-15 South Sloan to Blue Diamond	P066-21-015	I-80 Carlin and Elko Interchanges	P599-21-010		
I-80 Battle Mountain Landscape & Aesthetics	P726-19-010								
I-15 South Sloan to Blue Diamond	P066-21-015								
I-80 Carlin and Elko Interchanges	P599-21-010								

RHA	N/A
Aerotech	N/A
Erika Aviles	N/A

The DEPARTMENT's original estimate was \$13,532,959 including direct labor (53,522 man-hours of work by the SERVICE PROVIDER), overhead rate of 2.68%, a 12.5% fee, and direct expenses at \$422,247 (including sub-consultant expenses).

The SERVICE PROVIDER's original estimate was \$9,025,864.00, including direct labor (29,611 man-hours of work by the SERVICE PROVIDER), overhead rate of 114.34%, a 12% fee, and direct expenses at \$3,520,084.75 (including sub-consultant expenses).

The overhead rate of 114.34% was provided by the Internal Audit Division.

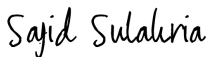
The negotiations yielded the following:

1. Based upon the direct labor costs and an overhead rate of 114.34%, the overhead amount will be \$3,026,815.91.
2. A fee of 12% was agreed to by both parties, and will be \$680,882.69 for this agreement based upon direct labor costs and an overhead rate of 114.34%.
3. The direct expenses agreed to total \$3,901,563.77 for sub-consultants, reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
4. The total projected man-hours allocated for this project is 33,518.
5. The total negotiated cost for this Agreement is \$10,258,057.20.

SERVICE PROVIDER's Transportation Board representative(s):

- Jim Caviola or Chad Anson
- James.caviola@c-agroup.com, chad.anson@c-agroup.com
- 702-253-2356, 775-283-8394

Reviewed and Approved:

DocuSigned by:

 57BEA92360D14C4
 Assistant Director

1. GENERAL

1.1 Project Description

Interstate 15 (I-15) from Flamingo Road to Sahara Avenue, located in Clark County, NV, referred as the I-15 Central Corridor Project (hereinafter "Project"), proposes to improve I-15 to resolve existing roadway deficiencies, improve safety and capacity, and provide compatibility with regional and local transportation plans.

The project limits anticipated are as follows:

- I-15 Northern Limits: Sahara Avenue
- I-15 Southern Limits: I-215 interchange
- Martin Luther King Boulevard Northern Limits: Oakey Boulevard to southern end of MLK
- Dean Martin Drive from Flamingo to Sammy Davis; with connection between MLK and Dean Martin Drive
- Includes Spring Mountain Road and Flamingo Road interchanges
 - Grade separations at Twain/Dean Martin and Desert Inn
- I-15/Meade Avenue High Occupancy Vehicle (HOV) interchange Limits: TBD

Recent projects have been or are being completed through the corridor by the Nevada Department of Transportation (DEPARTMENT). These planned improvements will be considered and updated by the DEPARTMENT where revisions are identified as necessary in the planning and implementation of this Project and include:

- Project NEON North CD Phase (DEPARTMENT)
- I-15 Tropicana (DEPARTMENT)

Under this scope of services, the SERVICE PROVIDER will

- Perform the necessary studies, documentation, and outreach meeting National Environmental Policy Act (NEPA) requirements for the no build alternative and build alternatives.
- Develop up to fifteen percent (15%) level design for build alternative(s) to improve I-15 between Flamingo Road and Sahara Avenue, that will enhance the operations, capacity, and safety within these limits.
- Develop concepts and evaluate High Occupancy Vehicle (HOV) only interchange access at Meade Avenue, as recommended in the Southern Nevada HOV Plan.
- Develop concepts and evaluate the extension of Martin Luther King Blvd., from Dean Martin Dr., to its current T-intersection at Oakey Blvd.

2. PROJECT MANAGEMENT

2.1 Project Manager

The SERVICE PROVIDER will provide a Project Manager to support the DEPARTMENT Project Manager (PM), coordinate SERVICE PROVIDER activities, staff the project, assist with communications, participate in meetings, oversee the SERVICE PROVIDER tasks, and advise the DEPARTMENT's management. The SERVICE PROVIDER's project manager will provide staff planning and resources requirements to meet Project

schedule commitments, including all engineering disciplines, NEPA professionals, and support staff required to perform the oversight and independent quality assurance reviews. The SERVICE PROVIDER's PM will be the main point of contact for the DEPARTMENT's PM.

The SERVICE PROVIDER will provide an Administrative Assistant to provide various administrative duties, including but not limited to distributing meeting notes, organizing meetings, executing errands, and other duties as directed. It is expected that discipline leads will participate in managing their respective aspects of the work and will report to the SERVICE PROVIDER's project manager weekly on the status of the work.

2.2 Engineering Management

The SERVICE PROVIDER will provide an Engineering Lead who will coordinate with the SERVICE PROVIDER's Project Management Team and the discipline Task Leads to ensure that the design tasks are proceeding on schedule and are continuously coordinated.

The Engineering Lead is responsible to: provide staff direction for engineering tasks, ensure engineering design deliverables are complete and coordinated, communicate design progress to SERVICE PROVIDER's Project Management, and prepare QC documentation for the QA lead to audit.

2.3 NEPA Management

The SERVICE PROVIDER will provide a NEPA Task Lead who will coordinate with the Project Management Team and Engineering Lead to ensure that the NEPA tasks are proceeding on schedule and are continuously coordinated.

See Section 17 for other NEPA Lead responsibilities.

2.4 Schedules

The SERVICE PROVIDER will prepare a Microsoft Project schedule incorporating the tasks and planned duration of this scope of services. The schedule will be maintained for lifetime of the agreement.

2.5 Progress Reports / Invoices

The monthly progress report/invoice will be submitted to the DEPARTMENT's Project Manager per the DEPARTMENT's typical contract requirements (ARTICLE V). It will be based on data received from each task lead and subconsultant and will document the following:

- Work completed during the reporting period.

The SERVICE PROVIDER's Project Manager will collate and refine the task data received to develop an overall report on current Project status, including:

- Monthly design schedule updates as applicable, including delay justifications, coordination and scheduling staff needs, additional scope documentation, and data requests/exchange.

2.6 Project Coordination

2.6.1 Task Coordination Meetings

Task Coordination Meetings will be held during Draft Environmental Impact Statement (DEIS) phase and Final Environmental Impact Statement (FEIS) phase.

2.6.2 Design Management Team Meetings

The SERVICE PROVIDER's Design Manager (DM) will coordinate with SERVICE PROVIDER and DEPARTMENT task leads and staff to ensure the Project is being developed completely and consistently between disciplines. This will occur through regular review of progress against schedule, regular communication via e-mail and/or conference calls/Microsoft Teams Meetings, and issue resolution meetings. When appropriate, the DM will engage the DEPARTMENT and/or other agency staff along with the DEPARTMENT to ensure that conflicts are resolved in a manner that is acceptable to all.

2.6.3 Miscellaneous Coordination

Miscellaneous coordination with the DEPARTMENT, Agencies, Stakeholders, Officials, and the general public will continue during Preliminary Design.

The scope of Agency, Stakeholder, and general public coordination for this work is anticipated to require robust management and will be tied to the public outreach approach for the project. The SERVICE PROVIDER will establish a chain of communication and documentation record to ensure all miscellaneous comment, communication, input, etc. is directed to the appropriate recipient in a timely manner and resolved as required. See Public Outreach scope in Section 6.

2.6.4 File Management

The SERVICE PROVIDER shall use ProjectWise for the purpose of storing and transferring Project files throughout the life of the Project. The content stored on ProjectWise will include, but not be limited to, all Project documentation including meeting minutes, design calculations, electronic files, correspondence, including scanning of all hard copies not transmitted electronically. The DEPARTMENT Senior Project Manager and task leads shall have access to the files through individual secured accounts and may request access rights for other agency representatives, agents, employees and officials involved with the Project. All project files will be available on ProjectWise. The SERVICE PROVIDER's nightly backup process will be used to ensure data is recoverable in the event previous data or versions of documents are needed to be made available. Documentation of the file management system shall be made available to all DEPARTMENT, Agency, and Stakeholder/Official parties upon request, including folder structure/file naming system(s)/other requirements.

For management/transmission of files to Agencies, Stakeholders, Officials and the General Public, specific methods will include:

Agencies – individual secured accounts to allow access to the ProjectWise files available to the design and DEPARTMENT teams. Agency participants will be able to review all files being prepared and available for the project in read-only format at all times. Comments received by Agency participants will be documented in a comment-response matrix.

Stakeholders and Officials – the SERVICE PROVIDER shall create and maintain a Microsoft SharePoint site for the project that will be used to send materials for review at specific review points. Stakeholders will be granted individual access to the SharePoint site based on requests received during outreach activities. Files will be “FOR INFORMATION ONLY”. All correspondence will be routed to the outreach team, and work within the outreach scope of services. The SERVICE PROVIDER will ensure that files available on SharePoint are updated to the most up-to-date content weekly. The SharePoint site will include a summary document listing all of the current content and versions of materials available on the site.

The General Public – a separate project website will be developed to provide Project information to the public. Data/files/materials created for website development will be stored on ProjectWise prior to website content being made live to the public. See the Public Involvement in Section 6.

File management will continue for the lifetime of the agreement.

- All working files will be continuously up-to-date in ProjectWise
- MicroStation files will be compatible with OpenRoads Designer CONNECT Edition 2021 Release 2 (Version 10.10.21.04)
- SharePoint Site document and summary updates
- Hard copy of Project files on an external hard drive at Close out

2.6.5 Quality Assurance (QA)/Quality Control (QC)

The SERVICE PROVIDER is responsible for the accuracy and completeness of the plans, reports and related materials prepared under this contract and, as such, shall check all materials released from the SERVICE PROVIDER office accordingly. The SERVICE PROVIDER shall have a quality control plan in effect during the entire time work is being performed under this contract. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT’s procedures, contract terms, and in accordance with this Scope of Services. Non-compliance will be sufficient cause for rejection of the submittal. **The SERVICE PROVIDER acknowledges that review by NDOT does not include detailed review or checking of major components or related details for accuracy.**

The SERVICE PROVIDER shall submit its QA/QC Plan to the DEPARTMENT for review and approval within thirty (30) business days following the Kickoff Meeting. At a minimum, the plan will address:

- Checking procedures, reviewed by the SERVICE PROVIDER’s QC team members, none of whom will otherwise be directly involved with the Project
- Methods of monitoring

- Documenting quality control activities

As part of the QA process, the SERVICE PROVIDER will provide written confirmation of the internal checking and review to the DEPARTMENT in conjunction with each submitted deliverable. The checking documentation will be signed by the SERVICE PROVIDER's Project Manager and QA Manager.

Deliverables:

- *QA/QC Plan in electronic format,(PDF) to be available on ProjectWise at all times after preparation*
- *Written confirmation of internal checking and review attached to all documents released by the SERVICE PROVIDER*

2.7 Agreements

The SERVICE PROVIDER shall identify and prepare a summary of interlocal Agency, Utility, and Stakeholder agreements that may be needed to perform the coordination needed during the NEPA process and for construction of the project in the future. The summary will include identification of the specific agreement, signatory responsibility, project discipline, and timing of agreement needed.

Example agreements anticipated:

- Interagency Cooperative Agreement – NDOT and CCPW.
- Interagency Cooperative Agreement – NDOT and CLV.
- Utility relocation master agreement – NDOT and LVVWD for betterments
 - Subagreements
 - Water service agreements (meters)
- Third Party agreements – CLV and LVVWD, CCPW and LVVWD
- Utility relocation master agreement – NDOT and CCWRD for betterments
- Utility relocation master agreement – NDOT and SWG for betterments
- Utility relocation master agreement – NDOT and NVE Distribution
- Utility relocation master agreement – NDOT and NVE Transmission
- Third Party agreements – CLV and NVE, CCPW and NVE
- Other utility agreements as needed

3. Partnering and Value Analysis/Value Engineering

3.1 Partnering

For the benefit of the project, the DEPARTMENT shall establish a partnering relationship using the partnering workshop platform to effectively communicate with local agencies, utility companies, and other project stakeholders. The purpose of the partnering relationship and partnering workshops is to establish and maintain effective communication between the Department and agency stakeholders to cooperatively identify and resolve critical Project-related issues in the best interest of the public and for the expedition of the delivery.

The SERVICE PROVIDER will organize, schedule and provide a third party facilitator for two partnering workshop sessions for the Project. The first partnering workshop will focus on establishing agency relationships between the DEPARTMENT, City of Las Vegas, and Clark County. The second partnering workshop will focus on Resort Corridor stakeholders in addition to agency stakeholders.

The Project stakeholders consist of Major Gaming and Entertainment companies, including MGMRI, Caesars Entertainment, Boyd Gaming, Station Casinos, and others. Partnering with each individually as well as them all collectively will be required to develop the project's Purpose and Need, build consensus on the project improvements, and mitigate identified impacts. The SERVICE PROVIDER will conduct individual stakeholder meetings for each major stakeholder (see Section 6) and facilitate communication and issue resolution throughout the development of the project.

Comments received from agencies and Resort Corridor stakeholders will be compiled in a comment/response matrix that tracks all of the comments and demonstrates how they have been addressed and retained in the record.

3.2 Value Analysis/Value Engineering

The SERVICE PROVIDER will facilitate a value analysis/engineering workshop over a three-day (3-day) duration. A SAVE International qualified Certified Value Specialist (CVS) facilitator and Assistant will organize and facilitate the value engineering workshop when the design and associated documents for the Preferred Alternative.

The Value Engineering (VE) Workshop shall consist of the following:

1. The VE study session will follow a six-step process outlined by SAVE International, which includes the following steps: Information, Function Analysis, Creativity, Evaluation, Development and Presentation. The study will also comply with FHWA requirements.
2. The VE workshop will include a three-phase process which includes the pre-study (information gathering) phase, VE study session and the post study phase (VE report).
3. The VE team will be made up of appropriate independent subject matter experts provided by the DEPARTMENT, that have had little or no involvement in the design phase, as well as a small number of members of the SERVICE PROVIDER's design team. The VE team shall consist of a minimum of 5 team members including the facilitator.
4. Project documentation will be provided to the VE team during the pre-study phase which will include (but not limited to), available Plans, cost estimates, alternative analysis reports, design files, quantity calculations, traffic analysis, typical sections, geotechnical reports, project schedule, and other pertinent information as available.
5. The VE Study Report will document the VE Team's findings, methodologies, recommendations, meeting minutes, and will include both draft and final reports. The SERVICE PROVIDER will respond and incorporate comments from the DEPARTMENT into the final report.
6. Prior to the study, SERVICE PROVIDER will provide the DEPARTMENT with a study agenda.
7. The VE study session will be conducted at a yet to be determined study location where the VE team can work independent of other distractions.

In preparation for the VE study, the SERVICE PROVIDER will prepare documentation and information for the VE Team and attend the Designer Briefing and Presentation during the VE workshop. As part of this task, SERVICE PROVIDER will provide the DEPARTMENT with updated/current Plans with corresponding quantity and cost estimates and graphics to communicate the current state of design and project approach.

Assumptions:

- VE Team members will be provided by the DEPARTMENT and SERVICE PROVIDER.
- SERVICE PROVIDER will attend a VE coordination meeting prior to the workshop, and a follow-up meeting to discuss VE implementation

Deliverables:

- *Draft VE Report to be issued approximately two weeks after the VE study session.*
- *Final VE Report to be issued approximately 30 days after receipt of comments.*

4. Cost Risk Assessment (CRA)

SERVICE PROVIDER will lead the cost and schedule risk assessment process for the Project for two build alternatives. The risk assessment will utilize a process consistent with the DEPARTMENT's Risk-Based Estimating Guidelines. SERVICE PROVIDER will facilitate the risk identification and quantification process, working collaboratively with cost estimators and other subject-matter experts (SMEs) from the DEPARTMENT, and other team member organizations, as necessary. An initial risk assessment is envisioned, followed by up to four subsequent annual updates.

The general process for the risk assessment is outlined below. This general process will be followed for the initial risk assessment. Additional (annual) risk assessment workshops are not included in this scope of services.

1. Pre-Workshop Preparation. Includes review of project materials, advance discussion of project issues and needs, and selection (with the Project Team) of SMEs. The task also includes a formal preparatory session will consist of a roughly half-day meeting with key project staff. The objectives of the preparatory meeting will be to 1) introduce the project team to the risk assessment process, 2) familiarize the risk assessment team with the project and project team, 3) conduct a preliminary review of the cost estimates and schedules, including development of a draft "flowchart" abstraction of the project schedule, 4) finalize list of invitees and agenda for the risk assessment workshop. It is assumed that the preparatory meeting will be virtual.
2. Risk Assessment (RA) Workshop: During the workshop (in-person and virtual meeting), the SERVICE PROVIDER will work collaboratively with the project team to confirm the "base" project scope, delivery strategy, and key assumptions, and update project flow chart, as necessary. The SERVICE PROVIDER will also coordinate with project team and the DEPARTMENT independent cost estimators and other SMEs to establish the "base" cost

estimate and quantify "base uncertainties", as appropriate. The SERVICE PROVIDER will lead the identification and review of "risk factors", to include the following: a comprehensive, non-overlapping set of risks and opportunities consistent with the "base" that reflects current project status; facilitate defensible and adequate quantification of risk factors by eliciting subjective assessments from project team and SMEs; and adequately document the assessments in a risk register. Potential risk management (RM) actions may be discussed during the workshop and will be documented in the risk register but will not be formally incorporated into the initial results. It is assumed the CRA will evaluate the two build alternatives.

3. RA Modeling: Following the conclusion of the RA workshop and finalization of necessary inputs, the "base" and "risk" factors will be combined within an integrated Monte Carlo simulation model to quantify uncertainty in the project cost and schedule, prior to risk mitigation. Critical risks and opportunities will be prioritized for assistance with subsequent risk management efforts. A summary of key draft results will be provided for project team review.
4. RA Results Presentation: If requested, the draft "unmitigated" results of the RA will be presented to the project team and the DEPARTMENT management. It is assumed that a presentation will be conducted as a virtual meeting.
5. Risk Management (RM) Discussion: If requested, a more in-depth discussion of potential risk management actions that the DEPARTMENT may implement to address major project risks will be conducted. This may be done on conjunction with the result presentation, or by a separate teleconference. For actions that are implemented, the risk assessment inputs will be revised to reflect 1) the cost of implementation, and 2) and changes to risk probability and/or impact following implementation. The risk model will then be updated and "mitigated" results will be provided to the DEPARTMENT.
6. Draft and Final Report: Prepare a draft summary report documenting the analysis and unmitigated/mitigated results, incorporating comments received on the preliminary results. Finalize the written report, incorporating comments received on the draft report.
7. Initial Financial Plan: SERVICE PROVIDER will take the lead role to author the Initial Financial Plan for the project on behalf of the DEPARTMENT for submission to Federal Highways Administration (FHWA) for review and approval. The IFP will be structured based on the FHWA standard IFP template and will reflect the cost and schedule results developed through the CRA. DEPARTMENT staff will provide input to the IFP as needed (e.g., as related to EIS development, financing information, programming papers, etc.) The IFP will be initially submitted by DEPARTMENT to FHWA as a draft. SERVICE PROVIDER will take the lead to address and incorporate FHWA comments into a final document.
8. Additional Support: Provide additional miscellaneous support as needed, which may include up to two informal risk model runs ("what if" analyses), participation in team meetings (via Microsoft Teams), project management tasks, and other activities as needed. Additional risk updates and other support requiring time beyond the hours indicated in the cost estimate are not included.

5. Benefit Cost Analysis (BCA)

5.1 Benefit-Cost Analysis and Performance Measurement

Benefit-Cost Analysis (BCA) is a systematic evaluation of benefits and costs that translates the impacts of investments into monetary terms. SERVICE PROVIDER will leverage the existing BCA tools and methodologies such as Cal-Benefit/Cost (CAL B/C) and will prepare BCA models for Build Alternatives.

5.2 Benefit-Cost Assumptions and Model

The BCA will be developed in accordance with the most recent version of the USDOT's [Benefit-Cost Analysis Guidance for Discretionary Grant Programs](#), with concurrent from NDOT Performance Analysis Section, to position NDOT to respond to future competitive federal grant programs.

SERVICE PROVIDER will coordinate with the project team to collect data needed for the preparation of the BCA. The input data for BCA including project costs, traffic analysis data (from AIMSUN traffic microsimulation model), operations and maintenance costs and safety data will be provided by CA Group.

- Data requirements needed for each candidate alternative to complete the BCA include:
 - Detailed description of proposed improvements
 - Tentative project schedule
 - Capital costs (including planning, design, ROW, construction)
 - Existing and future operations and maintenance costs
 - Crash data in GIS format (or similar safety information from safety analysis)
 - Traffic data – existing, future no-build, and future build conditions form AIMSUN microsimulation traffic analysis:
 - Annual average daily traffic (AADT)
 - Vehicle miles traveled (VMT)
 - Vehicle hours traveled (VHT)
 - Emission productions, if available

SERVICE PROVIDER will identify and quantify benefits for Build Alternatives and will calculate the Net Present Value (NPV) and Benefit-Cost Ratio (BCR) for each candidate alternative. All monetized costs and benefits will be adjusted for inflation and converted to real dollar values using a common base year and then discounted using a 7 percent discount rate (and 3 percent discount rate for sensitivity analysis). At a minimum the following major benefit (or disbenefit) categories will be included in the BCA:

- Travel time Savings (or disbenefit)
- Safety Benefits (or disbenefits)
- Vehicle Operating Cost Savings (or disbenefits)
- Environmental impacts, including vehicle emissions

Other benefits can be quantified by SERVICE PROVIDER for each candidate alternative as the DEPARTMENT deems appropriate, including:

- Pedestrian Journey Benefits
- Cycling Journey Benefits
- Transit Service and Amenity Benefits
- Health Benefits
- Travel Time Reliability
- Livability and Economic Productivity Benefits
- Congestion and Noise Reduction Benefits

SERVICE PROVIDER will prepare a technical memorandum that describes the analytical procedure for the BCA and the results. The report will document data inputs, assumptions, parameters, benefits, costs, and summary results, such as NPV and BCR for each candidate alternative.

Deliverables

- *Technical memorandum documenting BCA approach and assumptions*
- *Spreadsheet of the benefit-cost model*
- *Benefit summary for the Build Alternatives to be included in CCOAR and NEPA documentation/report*

6. Public Outreach

6.1 Public Involvement Plan

The SERVICE PROVIDER's public involvement team will develop a comprehensive Public Involvement Plan for this Project. The plan will outline all activities, strategies and deliverables related to the overall public information and outreach effort for the Project. The Plan will include products, responsibilities, multicultural outreach tactics and an overall timeline. The Plan will be a living document, and strategies and timelines will be adjusted as appropriate throughout the Project.

6.2 Group Stakeholder Meetings and Local Business Outreach

The SERVICE PROVIDER's public involvement team will organize and attend stakeholder meetings with groups of impacted stakeholders and area business owners. The purpose of these meetings will be to review the Project purpose and need, proposed improvements and benefits, and address any questions or concerns. Participants and their comments will be documented.

6.3 Individual Stakeholder Meetings

The SERVICE PROVIDER's public involvement team will organize and attend individual stakeholder meetings with major area stakeholders. The purpose of these meetings will be to review the Project purpose and need, proposed improvements and benefits, and address specific questions or concerns related to the individual stakeholder and communicate any plans they may have that might impact the project. Participants and their comments and input will be documented.

6.4 Community and Neighborhood Outreach

The SERVICE PROVIDER's public involvement team will arrange and coordinate briefings for local community and neighborhood groups. The team will prepare and distribute Project information materials in both English and Spanish for residents and property owners throughout the Project area. The SERVICE PROVIDER will work with the DEPARTMENT's Project Manager, Environmental Division, and the DEPARTMENT's Public Information Officer to identify and engage local community groups and organizations.

6.5 Collateral Material Development

The SERVICE PROVIDER shall develop all meeting materials that will be presented and distributed as a part of this Project. Materials will include handouts, flyers, fact sheets, exhibits and maps for print and online distribution. Materials will be translated into Spanish as needed. Exhibits will be coordinated with the project team and prepared in coordination with the work of the SERVICE PROVIDER's technical discipline leads.

6.6 Presentation Development

The SERVICE PROVIDER's public involvement team will develop PowerPoint presentations for stakeholder meetings, including elected officials, business owners, community groups, and adjacent neighborhoods, to convey Project elements, benefits, and timeline.

6.7 Media Relations

The SERVICE PROVIDER's public involvement team will assist the DEPARTMENT Public Information Officer with media relations for the duration of the Project. Level of effort for coordination is estimated to include a monthly check-in meeting for 12 months, and notifications of information availability prior to outreach efforts.

6.8 Website

The SERVICE PROVIDER will develop a Project-specific website for this project. The public involvement team will manage all graphic and technical design of the site, develop all content, and host the site for the duration of the Project. The team will reserve a URL and will coordinate with the DEPARTMENT's Public Information Officer to publicize the site. The SERVICE PROVIDER will provide monthly site administration to include monthly updates, database administration, and statistical analysis and reporting throughout the Project. The SERVICE PROVIDER will coordinate with the DEPARTMENT's web administrator to update the previous Feasibility Study website to close out information gaps and refer site visitors to the new Project website url.

The project website will host the virtual component of the public meetings and hearing as described in Section 6.9.

6.9 Public Meetings

The SERVICE PROVIDER's public involvement team will manage three (3) in-person public meetings for this project, per the NEPA scope requirements in Section 17. The team will oversee and coordinate all logistical elements of the meetings, develop a comprehensive public meeting plan, provide staffing, publicity, mailers, flyers, website notification, and newspaper advertisements in coordination with the DEPARTMENT's Environmental Division, public information, and hearings offices. In addition to notifying residents and businesses within one-quarter mile of the Project, the SERVICE PROVIDER will research and notify key residential areas, business owners, and stakeholders to ensure all interested parties have ample opportunity to provide feedback and input on the Project. The SERVICE PROVIDER will develop all meeting materials in coordination with the project team, including a presentation, all exhibits and handouts. The SERVICE PROVIDER will provide a Spanish translator and a court reporter. All materials as presented in the public meeting will also be available on the Project website. The SERVICE PROVIDER's team will provide a meeting summary within 30 days following the conclusion of each meeting.

In addition to the in-person meetings, the three public meetings will include a 30-day virtual meeting hosted on the project website. Content will mirror what will be available for the in-person meeting component and also be translated into Spanish. Strategies will be employed to ensure access to the virtual meeting for technologically disadvantaged individuals and be ADA compliant. The virtual meeting component will include increased digital noticing and targeted social media to help drive users to the project website.

6.10 Survey

The SERVICE PROVIDER will conduct a survey of businesses and residents adjacent to the project area. The survey will collect demographic data of employers and employees. The SERVICE PROVIDER's NEPA and public involvement teams will develop a survey implementation plan, design an online and print survey in English and Spanish, identify participation metrics, and incorporate strategies from the team's multicultural engagement expert.

6.11 Multicultural Engagement

The SERVICE PROVIDER will design and implement a robust multicultural engagement program as a part of this Project. The SERVICE PROVIDER will develop a multicultural engagement plan for incorporation into the Project's overall public involvement plan that will outline strategies to be undertaken to engage special populations within the Project area.

6.12 Documentation

The SERVICE PROVIDER will develop and maintain a contact database for this Project. The database will include contact information for all stakeholders engaged throughout the project, an email contact list, a comprehensive list of all specific comments received by the public involvement team and the responses prepared and returned by the DEPARTMENT. All comments will be responded to by DEPARTMENT staff.

6.13 Visualizations

The SERVICE PROVIDER will provide 3D project visualizations that will include an interactive visualization model of the existing conditions, and Build Alternatives, in support of the public and stakeholder Involvement program.

The detailed visualization model will consist of the existing I-15 conditions from the I-15/I-515/US-95 interchange (Spaghetti Bowl) in the north to I-15/Russell Road in the south using 3D topo, latest flown aerial imagery, and as-built structure plans. The model will include:

- Roadways, barriers, guardrails, striping, bridge structures, signage, signals, existing soundwalls, and lighting
- Existing buildings, business signage, and vegetation to help orient the viewer
- Proposed I-15/Tropicana Avenue model from SERVICE PROVIDER's previous model created for that project
- Project Neon model from SERVICE PROVIDER's previous model created for that project

The SERVICE PROVIDER will import existing and future traffic volumes into the existing model for existing, No Build and Build conditions with controls in the User Interface (UI) to manipulate speed and switch data sets on the fly. The model of the Build Alternatives will include:

- Proposed MLK extension
- I-15/Meade Avenue HOV interchange
- Roadway, including curb and gutter, medians, sidewalk, and barriers
- Striping, stop bars, crosswalks, and other roadway markings
- Signage including static and dynamic VMS/ATM signs
- Signals, ATS and lighting structures
- Landscape and aesthetics including rock mulch, statues, formliners, pedestrian features
- Representative volumes of traffic and pedestrians

In addition, the SERVICE PROVIDER will:

- Integrate our custom user interface that allows the user to switch between Existing and proposed/Build Alternatives
- Provide a navigation system that includes drive/fly-through animated views of all the major movements
- Create animated arrows that show the movements in an aerial perspective view
- Produce high resolution videos of the corridor and all the major features
- Produce high resolution before/after renderings to support NEPA Visual Resources Analysis
- Produce a public video including narration and motion graphics describing the project benefits

- Present an interactive model on high resolution touchscreen at 3 public meetings

Assumptions:

- The visualization team will participate in up to 10 coordination team meetings and/or calls
- Incorporate one set of landscape/aesthetics review comments
- Design changes during production may require scope and schedule adjustment.

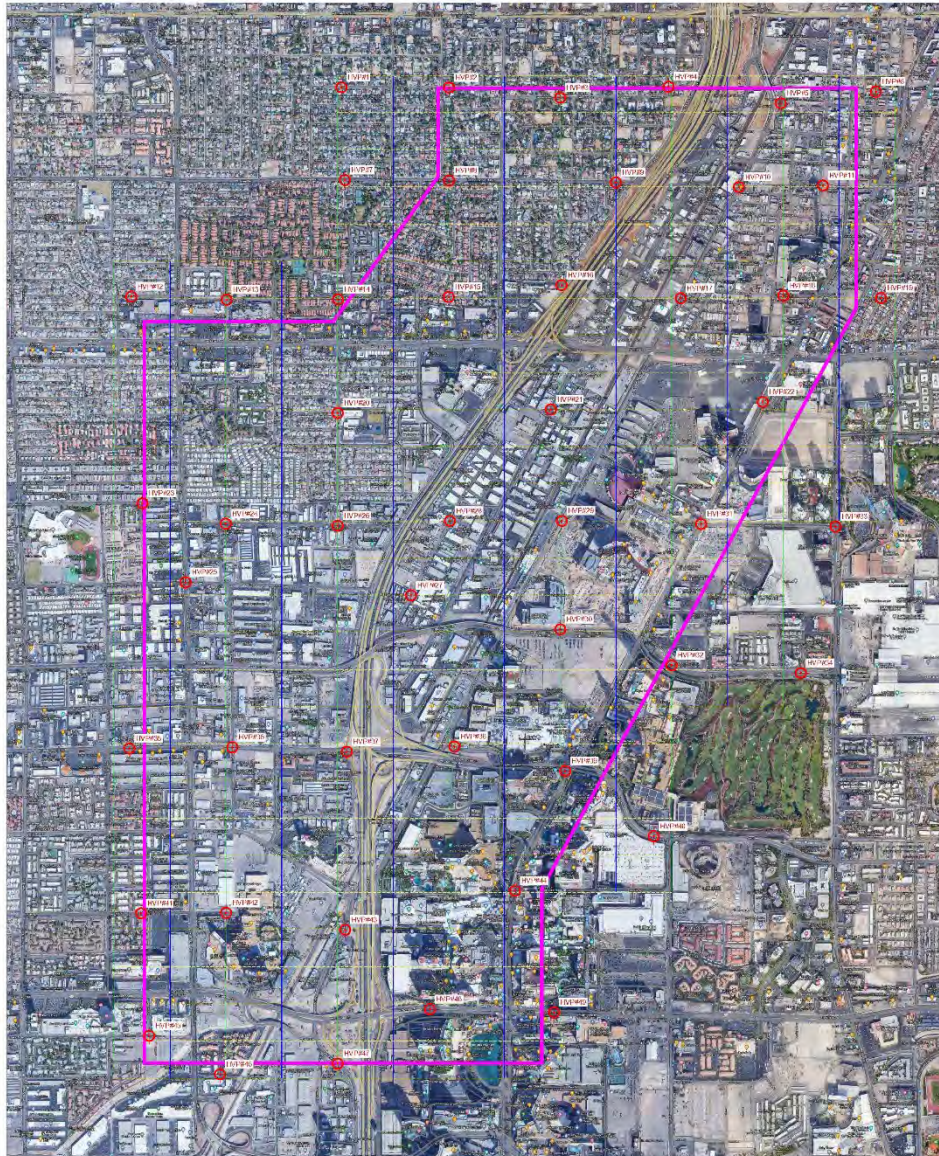
Deliverables:

- 3D Visualizations:
 - Interactive visual application for Windows PC delivered on flash drive as .exe file
 - Rendered still images for Visual Resources Analysis section of the NEPA document/reports
 - Rendered video clips for web, social media, and news outlets
 - Single comprehensive 3D visualization video of the project with voice over that visually and audibly articulates the project features/benefits

7. Mapping/Survey

The SERVICE PROVIDER will obtain aerial photography, photogrammetry and topography for approximately 2900 acres as shown in the image below.

AeroTech Mapping Inc.
 I-15 Central Corridor ~2900 Acres
 1 Contours, 1"=40', Full Planimetrics, Color 0.15' Orthophoto
 Fly 7 Lines, 156 Exp. 4cm Digital Flight
 39 HVP



Aerial photography and topography for the project area south of Flamingo will be obtained from the Tropicana Design Build project data (2018).

The DEPARTMENT will provide applicable as-built plan sets, encroachment permit plan sets, Technical Drainage Studies, and other data to the SERVICE PROVIDER. Field measurements of any existing facilities not shown in the data provided by the DEPARTMENT will be the responsibility of the SERVICE PROVIDER, and the field

measurements obtained by the SERVICE PROVIDER shall be provided to the DEPARTMENT at the conclusion of the project.

8. Engineering Task Management

The Engineering Tasks will be managed by the Engineering Lead and Task Leaders, who will coordinate all design aspects as needed throughout the project. Typical responsibilities include the following:

- Provide staff direction for task execution and oversee the completion of the engineering work.
- Guide project design deliverables and recommendations and confirm design decisions with the DEPARTMENT's discipline staff.

The SERVICE PROVIDER's engineering team responsible to the Engineering Lead includes the following task leads:

- Roadway/Interchange
- Construction Sequence/Phasing Concepts
- Hydrology/Hydraulics//Storm Water
- Structures (walls, bridges, drainage, miscellaneous)
- Survey, Right of Way,
- Utilities
- Traffic/Modeling
- Geotechnical
- Signals, Lighting, and ITS
- Signs and Pavement Markings
- Other disciplines (See organization chart)

9. Alternatives Analysis

The SERVICE PROVIDER will continue to gather, catalog and review existing information and further develop concepts that have been identified to date along with evaluation of the City's MLK Extension and the Meade HOV interchange. The information to be gathered is anticipated to include:

- The I-15 Flamingo to Sahara Feasibility Study, MLK-Dean Martin Connector Conceptual Concepts, and Southern Nevada HOV Plan update concepts and recommendations.
- Geometry made available by the City of Las Vegas for the MLK Extension project.
- Information for locations of high accident areas, including crash data
- Minutes and materials from prior agency workshops that have been held
 - Clark County to provide relevant information for projects it has under consideration
 - CLV to provide relevant information for projects it has under consideration

- Clark County Regional Flood Control District (CCRFCD) to provide relevant information for projects it has under consideration
- Documented concepts that have already been identified with the resulting decisions to either set aside or carry forward
- Supplemental recent information from the DEPARTMENT (Project Neon revisions) that will aid in the development, evaluation and documentation of the evaluation process
- Complete as-builts from the DEPARTMENT
- An updated ROW Verification from the DEPARTMENT
- Complete as-builts and ROW Verification from the County and City for adjacent roadways, structures, etc. to obtain a complete record of existing condition documentation.
- Project planning information from adjacent developers, resorts and destinations to coordinate possible project impacts and determine concept adequacy and refinements that may be required
- Drainage studies, structure inspection reports, encroachment permits, flood reports and locations of flooding issues, and other project information and files applicable to the concept development
- Updated and complete existing utility as-builts for all known utility infrastructure in the corridor that may affect or be affected by the geometry of the proposed improvements. This effort will consist of communication with known separate utility operators, and possibly others as information is acquired and evaluated.

This information will form the basis for design evaluation and optimization activities that are intended to identify additional solutions to address the needs of the project.

9.1 Alternatives Analysis – I-15

Alternative development for I-15 will start with the alternatives from the I-15 Flamingo to Sahara Feasibility Study which will be further developed and refined by the SERVICE PROVIDER through coordination meetings with all project stakeholders. Any and all modifications, refinements, or revisions to the alternatives will be made in order to meet the purpose and need for the project, including the development of a new I-15 alternative not presented in the I-15 Flamingo to Sahara Feasibility Study.

The Feasibility Study options considered revisions to or new improvements at the following interchanges on I-15: Russell Road, Tropicana, Flamingo, Spring Mountain, and Meade HOV). Improvements that may be determined to be required that extend south of Flamingo are expected to require replacement of the Harmon and Hacienda bridges over I-15. The SERVICE PROVIDER will evaluate all affected interchange geometries, structures, drainage features and facilities, and required highway/roadway/traffic disciplines (signing, pavement markings, ITS, lighting, ATMS, and HOV).

Interchange/movements affected

- Slip Ramp at Sunset NB (Alt 2, 2 shift)

- Modify ramp to Tropicana at Russell, braid Russell NB on ramp with Tropicana exit. (Alt 2, 2 shift)
- Reconstruct Hacienda bridge (Alt 2, 2 shift)
- Braid Tropicana and Flamingo Ramps (NB – Alt 2, 2 shift) (SB – all alts)
- Reconstruct Harmon bridge (Alt 2, 2 shift)
- Revise/reconstruct the Flamingo Interchange and ramps (All alts)
- Braid Flamingo and Spring Mountain SB ramps (All alts)
- Revise/reconstruct the Spring Mountain interchange and ramps (All alts)
- Review Desert Inn overpass (All alts)
- Evaluate Meade HOV interchange (All alts)
 - Review HOV interchange footprint within and affecting I-15 ROW, considering all disciplines (All alts)

In addition, improvements to the Sahara interchange may require additional revisions to be considered as part of this project, depending on coordination between this project and the future phase(s) of Project Neon, and the determination of the purpose and need. The SERVICE PROVIDER will consider refinements as determined to be needed at the Sahara interchange.

Affected project elements (All alts)

- Braid Sahara and Spring Mountain SB ramps
- Revise/Reconstruct the Sahara interchange
- Determine affects and coordination points with Project Neon

The SERVICE PROVIDER will, through utility coordination efforts, review possibly affected utility infrastructure with each of the affected utility companies. Refinements may be required to accommodate relocation or protection of affected utilities. A summary of all utility impacts will be prepared and included in the alternatives analysis report.

9.2 Alternatives Analysis – MLK Dean Martin Connector

Alternative development for the MLK – Dean Martin Connector (Extension) will start with the concept from the City’s Feasibility Study and will be further developed and refined by the SERVICE PROVIDER, alternate MLK concepts will be considered. The City will provide the latest design files, and a scoping meeting will be held to review the latest design, any changes that have been made, and to discuss the City’s desired approach to changes that may be proposed by the SERVICE PROVIDER.

The SERVICE PROVIDER will evaluate the MLK Extension geometry and information to confirm the compatibility of the concept with the I-15 improvements and develop potential solutions through coordination with all project stakeholders, and in order to meet the project’s purpose and need.

Points of concept development:

- ROW Verification review and adequacy check
- Alignment verification and feasibility check
- Revisions to alignment as needed to confirm feasibility

- Compatibility review and refinements to incorporate the MLK Extension into the I-15 project.
- Coordinate possible alternatives beyond the latest alternative provided by the City.
- ROW footprint impact analysis
- Stakeholder/Adjacent property owner/operator workshops (Task Force)
 - CLV
 - CCPW
 - Station Casinos
 - UPRR
 - Others
- Incorporation of comments from stakeholder input
- ROW Impacts determination

The SERVICE PROVIDER will provide a summary of all affected interchange geometries, structures, drainage features and facilities, and required highway/roadway/traffic disciplines (signing, pavement markings, ITS, lighting, ATMS, and HOV) resulting from incorporating the MLK Extension into the project (if determined to be incorporated based on the project's purpose and need).

The SERVICE PROVIDER will, through utility coordination efforts, review possibly affected utility infrastructure with each of the affected utility companies. Refinements may be required to accommodate relocation or protection of affected utilities. A summary of all utility impacts related to the MLK Extension will be prepared and included in the alternatives analysis report.

Through its stakeholder outreach and Task Force meetings, the SERVICE PROVIDER will identify utility connections to affected properties along the widened roadway section. The SERVICE PROVIDER will include identified manholes on private property that may be affected by the improvements. This information will be included in the summary of utility impacts related to the MLK Extension, and the owner/disposition will clearly identify privately owned utilities.

9.3 Alternatives Analysis – Meade Ave HOV Interchange

The SERVICE PROVIDER will develop potential alternatives for the I-15/Meade Avenue HOV interchange and will address the connectivity of Meade Avenue east and west of I-15. The SERVICE PROVIDER will develop potential solutions through coordination with all project stakeholders, and in order to meet the project's purpose and need.

- Evaluate Meade HOV interchange (All alts)
 - Evaluate Meade East leg connectivity (All alts) – Las Vegas Boulevard eastern limit
 - Evaluate Meade West leg connectivity (All alts) – Valley View Boulevard western limit

The SERVICE PROVIDER will evaluate utility impacts related to both east and west legs of the Meade HOV interchange during geometric alternative analysis. Given the variability of the geometry, understanding utility infrastructure and how it may be

impacted will aid in determining the preferred geometry. The SERVICE PROVIDER will prepare a separate utility impact summary for the Meade HOV Interchange legs.

9.4 Alternatives Analysis Report

The SERVICE PROVIDER will prepare an Alternative Analysis Report to document revisions made to the project alternatives(s) under evaluation. The Report will provide documentation of actions taken, decisions made, and information obtained during the 15% Design phase. A draft and final report will be prepared and submitted in accordance with the current version of NDOT's Road Design Guide.

The final report will describe changes from the Feasibility Study alternatives, discuss pros and cons of geometric options and present a recommendation for the project's geometry. It will also present the traffic analysis results (analyzed separately using either Synchro/HCS and that will be considered to be included in the overall project alternative and evaluated in Aimsun Next model) and document the alternatives development and evaluation process.

The report will include the following sections, each section will provide the requisite content, specific to each, and detail any items that require further design. Meade HOV and MLK Extension topics will be included in each section under their own subheadings.

- Project Description
- Existing Features and data collected (Horizontal and Vertical geometries, others)
- Design Criteria
- Alternatives evaluated
- Roadway
- Structures
- Hydrology/Hydraulics
- Geotechnical
- Utilities
- Signals, Lighting and ITS
- Signs and Pavement Markings
- Right of Way
- Alternative Selection Process
- Recommendations
- Preferred Alternative
- Design Exceptions
- Highway Safety
- Construction Cost Estimates
- Environmental Considerations
- Appendices

Deliverables:

- *Draft and Final Alternative Analysis Report for two build alternatives*

9.5 Constructability

The SERVICE PROVIDER shall prepare an initial construction sequence scenario for the project, based on the results of the program phasing evaluation, to determine the potential space required for temporary work, approximate phase construction durations, per-phase construction impact areas, possible sequence of phase element construction (major elements only), and initial assumptions list for roadway closures or reductions in capacity to allow each phase of the project to be constructed. The scenario will be developed to a high level, only considering major project elements, roadway, bridges/walls, major drainage work, utility transmission relocations. It will not consider utility services work, distribution relocations, or the impacts of other projects that may be planned in the area.

This analysis will be prepared as roll plots (to-scale PDF) per program phase, per major sequence item, to use in coordination with the project Stakeholders outreach efforts. The SERVICE PROVIDER will work with the Public Information team to prepare graphical communication exhibits that depict the program phasing, each phase's possible construction sequence, duration, and initial locations/durations for required closures/restrictions.

10. Roadway Design

10.1 Design Criteria

The Project design criteria developed during the Feasibility Study will be updated by the SERVICE PROVIDER. The criteria will be reviewed with the latest NDOT Road Design Guide and revised where guidance has been updated. Criteria for Local Agency roadways and facilities will be revised and/or added to the project design criteria, and adhere to the applicable Agency standard. The following will be expanded upon:

- Revised NDOT Criteria for I-15 and State Routes
- Revised criteria for Local agency infrastructure
 - CLV
 - CCPW

Deliverables:

- *Draft and Final Design Criteria*

10.2 Design Exception Documentation

Design exceptions were required to be incorporated into the project as the Alternatives Analyses was prepared, however, there will need to be an evaluation of any refinements or changes that may resolve or require additional design exceptions. A list of Design Exceptions and justifications/mitigations will be drafted and updated as necessary based on the revisions made to the alternatives.

The Project design exception memorandum and exhibits prepared during the alternatives analyses will be updated to include any changes. No additional detail will be included.

Deliverables:

- *Draft and Final design exception memorandum and exhibits for two (2) build alternatives*

10.3 Right of Way (ROW)

A Project ROW footprint will be developed for build alternatives and the impacts to each parcel determined.

Right-of-way exhibits for build alternatives will be developed. A right of way impacts spreadsheet (excel format) for each alternative will be updated to include any changes to the right of way information. A draft right of way setting memorandum will be prepared for each per NDOT ROW Divisions policy. No separate parcel exhibits will be prepared.

Additional right of way will be required for the MLK Extension project, depending upon refinements to the design, the footprint will need to be updated and coordinated with the City, County and adjacent property owners. The SERVICE PROVIDER will perform this coordination and prepare separate footprint impact documents and information for coordination with adjacent property owners. Final coordinated impacts will be included in the right of way impacts spreadsheet and draft ROW setting memorandum.

Additional right of way will be required to implement the Meade HOV interchange approaches on the east and west sides of I-15. The possible alignments, roadway footprints and their associated property impacts will need to be coordinated with the County, City and adjacent property owners. The SERVICE PROVIDER will prepare separate footprint impact documents and information for coordination with adjacent property owners. Final coordinated impacts will be included in the right of way impacts spreadsheet and draft ROW setting memorandum.

Additional right of way may be required for ITS devices, traffic signals, lighting, services, and utility relocations. The SERVICE PROVIDER will evaluate potential impacts associated with SLI elements and identified utility relocations or impacts and coordinate these requirements with the DEPARTMENT and affected utility company. In combination with the utility coordination efforts, the SERVICE PROVIDER will attempt to identify as many impacts as possible given the level of design anticipated. The SLI and coordinated relocation impacts will be included in the right of way impacts spreadsheet and draft ROW setting memorandum.

Deliverables:

- *Draft and Final right-of-way impact exhibits for the build alternatives*
- *Draft right-of-way setting memorandum for the preferred alternative*

10.4 Design Report

A separate design report will not be prepared as part of this scope of services. The Alternative Analysis Report will provide adequate design information for each alternative.

Not included in this scope of services.

10.5 Cost Estimates

The SERVICE PROVIDER shall prepare a reasonably reliable and accurate construction cost estimate for comparative refinements of components of the alternative/s as part of the NEPA phase of the project. The NDOT Wizard Estimating tool was used to prepare estimates during the previous feasibility study. Those initial concept estimates will be used and refined to prepare order of magnitude costs for comparative purposes only. The concepts to be evaluated for the MLK Extension and Meade Avenue HOV will also be prepared in NDOT Wizard Estimating tool and incorporated into the overall cost estimates for the project concepts.

Preferred Alternative Estimate(s)

Independent concepts comprising the Preferred Alternative will be estimated per project component in order to provide comparative/additive/subtractive estimates for use in project phasing. These concepts will not be estimated by phase, rather, the estimates will be used to aid in the determination of project phasing. The estimates will be completed using the NDOT Wizard estimating tool and have an accuracy consistent with the level of design detail developed at the time and as appropriate for use of the Wizard Estimating tool. The preliminary concept estimates are considered a Class 4 estimate as defined by the American Association of Cost Engineering (AACE). *It is considered accurate to +30% to -20%, based upon a 30% design deliverable.*

Deliverables:

- *Draft/Initial NDOT Wizard estimates for the major project concept elements*
- *Preliminary concept NDOT Wizard estimates for the build alternatives*
- *Preliminary concept NDOT Wizard estimate for the Preferred Alternative*

10.6 Project Delivery Selection Approach

The SERVICE PROVIDER will assist the DEPARTMENT with the Project Delivery Selection Approach (PDSA) process in determining the appropriate project delivery method.

11. Structures

11.1 Develop Structure Layouts

The SERVICE PROVIDER will develop preliminary layouts for new bridges identified with each of the advanced concepts. Preliminary structures layouts will help solidify development of interchange geometries and establish structure limits for cost comparisons. For proposed new bridges, the SERVICE PROVIDER will develop span configurations and expected superstructure depth to assist in refining roadway and

interchange geometry (alignments and profiles) and in establishing the overall footprint for each alternative.

The SERVICE PROVIDER will identify initial retaining wall locations or modifications to existing retaining walls. These wall locations will be reviewed based on the roadway geometry and other project elements, such as guide signs, ITS devices, existing and relocated utilities, and lighting. Initial wall geometry, including a wall profile, will be prepared as part of the scope of work, consisting of a wall alignment with upper and lower surface limits, and major known utilities and drainage crossings.

The SERVICE PROVIDER will review bridge and retaining wall record drawings and inspection reports and prepare a summary of the feasibility of modifying existing bridges if possible for the respective concept. The SERVICE PROVIDER will coordinate with NDOT Structures Division in assessing whether seismic retrofit measures are warranted. The summary of new structures and any proposed modifications of existing structures will be included in the Alternative Report.

The SERVICE PROVIDER will prepare a bridge type selection report, identifying and detailing all of the bridges that are included in or affected by in the Alternatives. In addition, a retaining wall memorandum will be prepared and submitted to the DEPARTMENT, detailing the location, approximate limits and initial type selection for all retaining walls (spreadsheet/matrix). This memorandum will address items of concern, such as specialty wall types or possible construction/access restrictions or conflicts.

Deliverables:

- *Concept level bridge configurations (MicroStation .DGN files)*
- *Feasibility of modifying existing bridges/walls (included in Preliminary Alternatives Report)*
- *A single Type Selection report for all bridges in the Preferred Alternative*
- *A draft retaining wall memorandum*

12. Geotechnical

12.1.1 Existing Geotechnical Data Collection

The SERVICE PROVIDER will review existing geotechnical information related to project alignment including, but not limited to, reviewing geotechnical reports by the DEPARTMENT, geotechnical reports from other agencies such as Clark County, the RTC of Southern Nevada and other SERVICE PROVIDERs related to the DEPARTMENT facilities, contract documents from the DEPARTMENT and other agencies and published geologic and geologic hazard maps by organizations such as the Nevada Bureau of Mines and Geology (NBMG) and the U.S. Geological Survey (USGS). DEPARTMENT to provide all existing geotechnical information for SERVICE PROVIDER's use. It is anticipated that this will provide adequate info to make initial assumptions, however, new borings specific to the new structures that are desired by NDOT Geotechnical Division are not included in this scope of services, borings will be required prior to advertising design-build, or during development of the final design.

The project geotechnical team will perform an assessment of the existing geotechnical data to determine potential data gaps. Approximate locations where geotechnical

borings are not available or the existing borings are not deep enough for anticipated deep foundation design will be identified in a project-wide map. The SERVICE PROVIDER will summarize the geotechnical information in a memorandum and save the data in electronic format for future design phase reference.

Field investigation consisting of borings and laboratory tests are not planned in this phase of the project.

12.1.2 Geologic Hazard Memorandum

The SERVICE PROVIDER will prepare a geologic-geotechnical hazards memorandum summarizing information on local and regional geology, general stratigraphy and potential geologic hazards that could impact the project site. This includes potential for seismic ground rupture and shaking, liquefaction, subsidence, collapsible/expansive soil, and corrosiveness.

A section of the environmental document will be prepared covering geologic and geotechnical hazards associated with the project. A geologic/geotechnical hazard memorandum will be prepared as described above.

12.1.3 Preliminary Geotechnical Analysis for Bridges and Retaining Walls

The SERVICE PROVIDER will provide a review of all available data, borings, hazards, and information in order to provide preliminary geotechnical recommendations for application of geotechnical principles to the selection and design of the Preferred Alternative. This analysis includes aiding in the preliminary sizing and type of bridge foundations, retaining walls and sound wall foundations, as well as pavement section R-values.

Deliverables:

- *Existing Geotechnical Data Memorandum – Summarize the geotechnical data gathered within the project limit.*
- *Proposed boring location map – Identify the existing and proposed boring locations for future use.*
- *Geologic Hazards Memorandum*

13. Drainage/Stormwater

13.1 Alternatives Study and Coordination

The SERVICE PROVIDER shall coordinate with Project stakeholders and the Project design team to develop alternative level drainage layouts in support of the roadway and geometrics alternatives. Drainage layouts shall include locations where major drainage facilities can be maintained in place, conceptual alignments and sizing for new, major channel facilities, conceptual alignments for onsite systems, conceptual sizing for replacing and/or relocation of major drainage facilities, conceptual discharge locations for onsite drainage facilities, and permanent Best Management Practices (BMP) locations.

13.1.1 Existing Drainage Facilities Technical Memorandum

The SERVICE PROVIDER shall update the previously prepared Existing Drainage Facilities Technical Memorandum. This update is required to document potential impacts to existing facilities that may occur due to the addition of the City of Las Vegas' MLK Extension project.

Deliverables:

- *Existing Drainage Facilities Memorandum Update in PDF Format*

13.1.2 Drainage Design Criteria Memorandum

The SERVICE PROVIDER shall prepare a Project specific Draft Drainage Design Criteria Memorandum. The purpose of the memorandum is to document specific NDOT and local criteria that apply to the project as well as any additional criteria to use when these standards do not apply. The memorandum shall reference NDOT's Drainage Manual (DDM) and CCRFCD's Hydraulic Criteria and Drainage Design Manual (HCDDM) criteria to the extent practicable and shall identify locations where local criteria supersede NDOT criteria. Its format will be bulleted lists provided for each of the categories outlined in DDM, Appendix A.1 Drainage Report Contents and Project Progress Checklist, Items II. In lieu of submitting a final document, the criteria listed in the memorandum with any requested changes will be provided as an attachment to the Offsite Hydrology Report. Items to be documented include:

- Acceptable design manuals, circulars, guidelines, software and calculation methodologies
- Offsite and onsite design criteria, based on roadway classification and jurisdiction and if needed, identification of locations and facilities that will be required to meet additional design criteria
- Acceptable standard details and specifications and any exclusions or limitations in use of standard details or materials. If applicable, additional design criteria agreed to by SERVICE PROVIDER, the DEPARTMENT, and Project Stakeholders.
- Recommendations for design level efforts required for drainage deliverables in the form of completed "Drainage Report Contents and Project Progress Checklist" from Appendix A.1 of the NDOT Drainage Manual, with each square "checked" or marked with "N/A". Recommendations for plans and calculations for "onsite" facility design are anticipated to reflect items listed in Table B-2; recommendations for calculations for "offsite" facility design are anticipated to reflect items necessary for design of items listed in Table B-3.
- If applicable, list of acceptable methods to show the portions of the project in floodplains currently meet or require upgrades to be consistent with the Federal Flood Risk Management Standard in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967) and 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input (80 FR 6425)
 - Acceptable analysis methods include one of the: Climate Informed Science Approach (CISA), Freeboard Value Approach (FVA), or 500-year

floodplain to determine the improvements needed for the existing flood control facilities

- Identify which facilities are within a floodplain and require the analysis
- List acceptable permanent stormwater best management practices and stormwater design requirements from NDOT Water Quality Manual Planning and Design Guide that meet the Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual (HCDDM) criteria and project requirements

Deliverables:

- *Drainage Design Criteria Memorandum in PDF Format*

13.1.3 Offsite Hydrology Report

The SERVICE PROVIDER shall prepare an Offsite Hydrology Report, providing offsite hydrologic and hydraulic analysis for determination of peak flows at concentration points relevant to the project NEPA corridor including for several major flood control channels that exist and are proposed within the corridor, consistent with the recommended design level effort described in the Drainage Design Criteria Memorandum, as outlined in the NDOT Drainage Manual, Appendix A.1 Drainage Report Contents and Project Progress Checklist, Items I, II and III, and as amended by this scope and the Drainage Design Criteria Memorandum. The report will include:

- Checklist item II is amended to incorporate the Draft Drainage Design Criteria Memorandum prepared in Task 2.3.4.3 with required revisions, updates or additional criteria as an attachment.
- Checklist item III is amended from discussing the “existing” condition to the “fully developed” condition.
- Hydrologic modeling of fully developed condition offsite tributary areas utilizing HEC-1 methodologies. The tributary area and condition will be based on the Clark County Regional Flood Control District's 2018 Master Plan Update along with any applicable Master Plan Update amendments for flood control facilities, available record drainage studies, and independent analysis of drainage sub-basins. The tributary area, condition, and subbasin parameters will be referenced from the MPU with subbasin boundaries updated or subdivided to determine peak flow values conveyed into the Project area and to offsite facilities that cross the Project. If needed, updates to land use and soil types will also be performed.
- Hydraulic modeling of flow conveyance within offsite tributary areas to determine routing and drainage patterns for the hydrologic model such as normal depth calculations for street, channel, and storm drain capacity and flow split calculations. Backwater or two-dimensional analyses will not be performed to determine these parameters.
- Identify areas where project improvements may pose potential impacts to FEMA floodways and flood zones and include FEMA floodplain map showing project limits. Analyses showing specific impacts or changes to flood zones will not be performed.

- Exhibit showing offsite sub-basins used in HEC-1 analysis, flow patterns, key concentration points, points of discharge from the Project corridor to drainage channels, and a summary of hydrologic results including a comparison of existing flow conditions to proposed flow conditions at key concentration points

Deliverables:

- *PDF Draft Offsite Hydrology Report with updated Drainage Design Criteria Manual as an attachment*
- *PDF Final Offsite Hydrology Report with updated Drainage Design Criteria Manual as an attachment*

13.1.4 Preliminary Drainage Design and Stormwater Quality Design Report

The SERVICE PROVIDER shall prepare a Preliminary Drainage and Stormwater Quality Design Report to document the new build alternatives. Content shall be consistent with the recommended design level effort described in the Drainage Design Criteria Memorandum. The format and items provided will generally follow the outline listed in DDM, Appendix A.1 Drainage Report Contents and Project Progress Checklist, Item IV, and as amended by this scope. The report will include:

- The Drainage Design Criteria Memorandum as an attachment if additional updates are needed
- Check list item IV items amended to describe the onsite proposed conditions; reference items provided in the Offsite Hydrology Report rather than providing redundant information; eliminate the cost estimate which will be provided separately; and as described in this subsection.
- Off-site hydraulic design and layout: For the various flood control channels that parallel and cross the project and continue downstream (generally referred to as off-site facilities), the SERVICE PROVIDER shall 1) evaluate impacts of the project to the upstream end of the project using HY-8 or similar analysis method; 2) provide an analysis to size major facilities proposed within the project footprint and of the downstream conveyance to verify the system has the capacity for the additional flows using one-dimensional backwater analysis method (HECRAS, WSPG or similar program); and 3) provide improvement recommendations.
- On-site hydraulic design and layout: the SERVICE PROVIDER shall evaluate, at a conceptual level that is reasonable and appropriate, on-site conveyance solutions and appropriate discharge points exist. Conceptually evaluate onsite drainage systems for major impacts. Calculations for these systems include normal depth calculations for stormdrain mains and laterals, HEC-22 methods for approximating the number of required inlets, and rational method formula for estimating onsite peak runoff. Appropriate calculation methods and information required by analysis will be dependent on the jurisdiction of the roadway in question.
- If required, hydrologic and hydraulic modeling to determine existing conditions for structures in floodplains and using one of the methodologies acceptable to comply with the Federal Flood Risk Management Standard in Executive Order 14030; the method selected will be based on the information available for the existing facility being analyzed. If the analysis using available data indicates

another method of analysis is warranted or if additional information is needed for the analysis, the work to acquire the additional data or perform the additional analysis will be performed as an additional service.

- Evaluate permanent BMPs and LID practices and where applicable propose systems listed in the Drainage Design Criteria Memorandum to meet HCDDM criteria.
- If applicable, study will in the form of bulleted lists, address right-of-way impacts, potential major utility conflicts requiring significant coordination efforts, and areas requiring significant structural, roadway or other design coordination effort
- Identify locations where roadway footprint may impact on floodplain mapping
- Identify locations based on the results of the Traffic Noise/Vibration study (see Section 17.7.2) where soundwall or other noise mitigation construction will impact existing or proposed drainage facilities, and provide conceptual-level mitigations to the impacted facilities.
- If needed, additional permits and required coordination with NDEP, USACE, FEMA or other agency will be documented. If needed, coordination with these agencies and preparation of permit applications will be performed as an additional service.
- If necessary, two-dimensional modeling will be performed as an additional service

Hydraulic and Hydrologic Calculation Appendices

- Perform Hydraulic and Hydrologic analysis as outlined in this scope, the NDOT Drainage Manual, the Drainage Design Criteria Memorandum, or as otherwise approved.

River and Floodplain Hydraulics Appendices

- If needed, analysis to determine and map changes to the floodplain will be performed as an additional service

Water Quality Appendices

- Reference the Offsite Hydrology Report and provide any updated or additional criteria. Identify potential water quality facilities (storage and infiltration systems are not permitted in the Las Vegas Valley)

Preliminary Drainage Design Roll plot plan and Preliminary Drainage Design Exhibit

- The Preliminary Drainage Design Report will not include drainage plans. Drainage Design Roll plot plan will be included in the overall set of improvement plans for the project and not separately in the drainage report
- Cost estimates for drainage facilities will be included in the Design Build Base Cost Estimate and not included separately in the drainage report

Deliverables:

- *Draft Preliminary Drainage and Water Quality Design Report in PDF format.*
- *Final Preliminary Drainage and Water Quality Design Report in PDF format.*

13.1.5 Preliminary Drainage Plans

The SERVICE PROVIDER will prepare Preliminary (15-percent) drainage designs for new build alternatives. Preliminary designs will be prepared as roll plots. No plan sheets will be prepared. The preliminary designs will include the following:

- Refinements to accommodate finalized alternative roadway geometry for the alternatives.
- Refinement to accommodate finalized alternative structural elements.
- Refinements to address the DEPARTMENT's Hydraulics Division comments as well as comments provided by the CCRFCD.
- Addition of conceptual permanent stormwater quality facilities.

Preliminary drainage design roll plots shall be in conformance with the Conceptual Plan Submittal requirements, as outlined in Table B-2 of the NDOT Drainage Manual. The plans will include, but are not limited to:

- Conceptual layouts for on-site drainage systems.
- Preliminary layouts and profile for major off-site drainage systems, to a level of design to required set drainage right-of-way requirements and identify major wet utility coordination requirements.
- Conceptual permanent stormwater quality facilities, to a level of design required to set drainage right-of-way requirements.

Deliverables:

- *Preliminary Drainage plan roll plots and profiles for major offsite facility for up to two additional alternatives, in PDF format.*

14. Traffic Analysis / Change in Control of Access

14.1 Previous Traffic Operational Analysis Assessment

The SERVICE PROVIDER will review and assess traffic analysis performed as part of I-15 Flamingo to Sahara Feasibility Study and the Southern Nevada HOV Plan. The assessment will include a summary of the existing and forecasted operational deficiencies.

14.2 Traffic Forecasting and Operational Analysis

Traffic forecasting, modeling and analysis shall be performed in accordance with the most current version of the DEPARTMENT's Traffic Forecasting and Microsimulation Guidelines. The DEPARTMENT will provide the latest Aimsun Next Subarea Model for this project. Traffic forecasts will be developed for AM and PM peak period. The scope of traffic forecasting and operations analysis shall include the following:

14.3 Data Collection

The SERVICE PROVIDER will collect appropriate data needed for traffic forecasting and analysis that includes but not limited to traffic volumes, traffic signal timing plans, travel time, speed and Queues. The data sources will include DEPARTMENT's short-term

count stations, NDOT TRINA, RTC-FAST and field counts. This data will be post processed, compiled and formatted appropriately for use in the models and for traffic forecast. The SERVICE PROVIDER will collect the existing turning movement counts at the following sixteen intersections.

1. Sahara Ave & Palace Station
2. Sahara Ave & Rancho Dr
3. I-15 NB & Sahara Ave Ramp Terminal
4. Sahara Ave & Las Vegas Blvd
5. Spring Mountain Rd & Polaris Ave
6. I-15 SB & Spring Mountain Rd Ramp Terminal
7. Spring Mountain Rd & Mel Torme Wy
8. Flamingo Rd & Hotel Rio Dr
9. I-15 SB & Flamingo Rd Ramp Terminal
10. I-15 NB & Flamingo Rd Ramp Terminal
11. Flamingo Rd & Caesars Palace/Via Del Nord
12. MLK Blvd & Charleston
13. MLK Blvd & Oakey Blvd
14. Dean Martin Dr & Hotel Rio Dr
15. Dean Martin Dr & Twain Ave
16. Sammy Davis Jr Dr & Frank Sinatra Dr

Any additional data collection if needed will be coordinated with the DEPARTMENT as required. The Aimsun Next Subarea Model provided by the DEPARTMENT for this project will include the 2022 and 2050 OD Matrices for the regional traffic assignment.

14.4 Traffic Forecasting Methodology and Assumptions Memorandum

The SERVICE PROVIDER will develop a technical memorandum describing the methodology based on NDOT's Traffic Forecasting Guidelines. This document will summarize the data sources, proposed methodology, and the assumptions involved in developing the traffic forecasting process. Traffic forecasting will be developed for the opening year (2030) and the design year (2050).

Deliverable:

- *Traffic Forecasting Methodology and Assumptions Memorandum (Draft & Final)*

14.5 Develop Traffic Forecasts

The output from the Aimsun Next model will be used to develop traffic forecasts for horizon year 2050. Traffic volumes will be forecasted for the AM and PM peak periods. Opening year 2027 forecasts will be linear interpolation from existing condition year 2022 to horizon year 2050. The horizon year 2050 forecasts developed from Aimsun Next model output is intended to aid in the initial screening of alternatives. All forecasts will be developed per the approved Traffic Forecasting Methodology and Assumptions Memorandum and will be documented in a technical memorandum.

Deliverable:

- *Traffic Forecasting Memorandum (Draft & Final)*

14.6 Operational Analysis Methodology Memorandum

A technical memorandum will be developed to describe the methodology and assumptions to be used in the traffic operations analysis, demonstrating that the DEPARTMENTS's guidelines will be followed. The latest Aimsun Next model provided by the DEPARTMENT will be used to develop the base model used for the traffic operational analysis. The base model will be developed for both AM (6:30 to 9:30) and PM (3:30 to 6:30) peak periods. The microsimulation modeling limits will be:

Northbound I-15 mainline: the first segment will be just north of the I-15/I-215/CC-215 interchange under the Sunset Bridge, and the last segment will be north of the Charleston off ramp, including all the C-D roads.

Southbound I-15 mainline: the first segment will be north of the Charleston on-ramp and the last segment will be just north of the I-15/I-215/CC-215 interchange under the Sunset Bridge, including all C-D roads.

Surface streets intersections: Sixteen intersections will be included in the traffic analysis. These 16 intersections are listed in the Data Collection Section.

Deliverable:

- *Traffic Modeling and Operational Analysis Methodology Memorandum (Draft & Final)*

14.7 Calibrate Existing Conditions Aimsun Next Model

The Aimsun Next model provided by the DEPARTMENT will be used to develop the base models for the Traffic Analyses. NDOT Aimsun Modeling Guidelines and FHWA's Traffic Analysis Toolbox Volume III will be followed to calibrate the base model for the year 2022. A technical memorandum will be developed to describe an Aimsun Next Model Calibration Methodology to be used in the traffic operations analysis. The SERVICE PROVIDER will run the 2020 regional traffic assignment OD matrices in Aimsun Next model and create a traversal for the Project subarea. The SERVICE PROVIDER will calibrate the existing condition year 2022 Aimsun Next model to meet the DEPARTMENT targets for the selected MOEs to replicate the field conditions. The calibration MOEs include Traffic Volumes, Spot Speed and Queues. The Aimsun Next models will be calibrated for both AM and PM peak periods. The SERVICE PROVIDER will submit an Aimsun Next Confidence and Calibration Report and the Aimsun Next Calibrated Models to the DEPARTMENT for approval.

Deliverables:

- *Aimsun Next Model Calibration Methodology Memorandum (Draft & Final)*
- *Aimsun Next Confidence and Calibration Report (Draft & Final)*
- *2022 Existing Conditions Aimsun Next Calibrated Models (AM & PM)*

14.8 Aimsun Next Modeling – Opening and Design Years

The Aimsun Next microsimulation models will be developed for the traffic analysis limits described in the Operational Analysis Methodology Memorandum. The opening year (2030) and design year (2050) OD matrices will be created for the Project Subarea within the Aimsun Next model. Traffic signal timings will be optimized within the Aimsun Next model during visualization for each scenario. The 2050 No-Action Aimsun Next model will include the planned RTP projects. The SERVICE PROVIDER will run and extract the Aimsun Next model results for Network Wide MOEs, freeway and ramp segments, and intersection delay. The SERVICE PROVIDER will prepare exhibits showing the traffic operations results in Line Diagrams for each segment. The SERVICE PROVIDER anticipates the following Aimsun Next opening and design year models to be developed and used:

1. Opening year 2030 No-Action (AM and PM)
2. Opening year 2030 one Build Alternative (AM and PM)
3. Design year 2050 No-Action (AM and PM)
4. Design year 2050 two Build Alternatives (AM and PM)

Deliverable:

- *Traffic Analysis Report (Draft and Final)*

14.9 Change of Control of Access Report

When directed by the DEPARTMENT, the SERVICE PROVIDER shall prepare a Draft Change of Control of Access Report (CCAR) for the Recommended Build Alternative, complying with DEPARTMENT guidance, and Federal Highway Administration (FHWA) policy on Access to the Interstate System dated May 22, 2017.

The SERVICE PROVIDER shall provide a proposed overhead sign layout to the DEPARTMENT for review and coordination prior to completion of the draft CCAR.

The SERVICE PROVIDER will participate in meetings between the DEPARTMENT and FHWA experts as required to obtain FHWA input in advance of submitting the CCAR to FHWA for review.

Deliverable

- *Draft Change in Control of Access Report*
- *Final Change in Control of Access Report*

14.10 Traffic Safety Analysis

14.10.1 Traffic Safety Existing Conditions Analysis

The SERVICE PROVIDER will perform a crash analysis of NDOT historical crash data for the most recent available three years for various functional classifications. The SERVICE PROVIDER will review prior Roadway Safety Analyses conducted by the DEPARTMENT for roadways within the project area and include the findings as

appropriate in the Crash Data Analysis Report. A Critical Crash Rate (CCR) analysis will be performed for the project area.

Deliverable

- *Draft Crash Data Analysis Report*
- *Final Crash Data Analysis Report*

14.10.2 Traffic Safety Alternative Analysis

The Service Provider will conduct safety analysis by estimating anticipated crash reductions resulting from two Build Alternatives. Crash reductions for each of the crash severity (Fatal and Injury (FI) and Property Damage Only (PDO) will be estimated using Highway Safety Manual (HSM) methodology to apply appropriate crash reduction/modification factors CMF and Average Annual Daily Traffic (AADT) values for each segment. AADT will be calculated from the results of Aimsun model. This task also includes meeting attendance throughout the project

14.10.3 Traffic Safety Analysis Tool

A crash prediction model which includes the HSM part C methodology will be used to compare two Build Alternatives. The approach will be to apply the CMF for each proposed improvements included in the Build Alternative to estimate crashes. The number of crashes for Build Alternatives will be compared to that of No-Action to estimate crash reductions. This task includes meetings necessary to coordinate the safety analysis with NDOT's Traffic Safety division.

Deliverable

- *Draft Safety Analysis Technical Report*
- *Final Safety Analysis Technical Report*

15. Landscape and Aesthetics

The SERVICE PROVIDER will prepare a Landscape & Aesthetics (L&A) Concept plan that provides background and analysis on possible, and desired, L&A enhancements for use in the corridor. The level of treatment for specific attention and details provided at each of the interchange locations and the transition spaces between will follow the standards set forth in *Pattern and Palette of Place: A Landscape and Aesthetics Master Plan for the Nevada State Highway System* and the *I-15 Landscape and Aesthetics Corridor Plan*. The design will be further influenced by established treatment area(s) along the corridor, within the I-15 Project NEON corridor, south to the I-15 Tropicana DB project, and into the I-15 South project area. L&A exhibits for the Preferred Alternative(s) will be prepared and submitted based upon the analysis, results and accepted L&A concept. Treatments will be limited to areas within immediate proximity to NDOT's right-of-way. Concepts for evaluating project components at Meade HOV and MLK Extension will be prepared separately, in conceptual detail, and included in the project's L&A Concept memorandum. Refinements to this design concept will be developed following input from NDOT.

The SERVICE PROVIDER will assess the number and condition of all existing trees within the project footprint and provide an evaluation report (Tree Memorandum) for the

DEPARTMENTS use in determining possible impacts to, the replacement of, or reevaluation of trees and their possible locations.

The SERVICE PROVIDER shall coordinate internally any treatments used for erosion control on bare slopes with potential rock riprap ditches, swales, or aprons to develop an overall L&A design that combines erosion control with aesthetic considerations.

Deliverables

- L&A Concept Plan (PDF), Including colored Preferred Design *alternative(s) showing existing and proposed L&A Themes and transition areas, including general enhancements to walls, slope pavement/rock treatment, earth forms, structures (walls and bridges), and other enhancements. Graphics will show elevations/perspective as needed to convey the intent.*
- *Tree Memorandum*
- *Calculation backup and written documentation pertaining to the content of the proposed L&A Concept.*
- *Graphical materials (textures, colors, etc.) for use in the project's 3-Dimensional model and support for the Environmental Visual Impacts analysis.*

16. Right-of-Way Engineering

The SERVICE PROVIDER will prepare Right of Way exhibits and information for parcels impacted by the Preferred Alternative.

The SERVICE PROVIDER will provide ROW expertise to assess the potential property impacts costs of Alternative refinements and the Preferred Alternative. The expert will obtain and review applicable Title reports for parcels impacted by the Preferred Alternative. The review will consist of noting any information the Acquisition Agent will need to know about the property, an access impact analysis, a preliminary ROW cost estimate, and recommendation of parcels for advance acquisition, as well as attaching a map of the legal description in each document. An easement map will be created providing an overall view of all easements affecting the property for a future appraisal process.

Deliverables

- *Title reports and initial exhibits for parcels impacted by the Preferred Alternative, including right-of-way left and right, temporary easements, and total calculated impact acreage.*

17. NEPA

The SERVICE PROVIDER will prepare a Draft Environmental Impact Statement (EIS) for the Project as specified in 23 CFR 771 and 23 CFR 774. The Draft EIS will be prepared to ensure compliance with NEPA , the Council on Environmental Quality (CEQ), DEPARTMENT guidance, and all applicable Federal Highway Administration (FHWA) implementing regulations, policies, and guidance.

The iterations of the Draft EIS document are:

- Administrative Draft – The DEPARTMENT, FHWA Nevada Division, FHWA Legal and cooperating agency review.
- Revised Administrative Draft – The DEPARTMENT, FHWA Nevada Division, and participating and cooperating agency review.
- Camera-ready for DEPARTMENT/FHWA approval – The SERVICE PROVIDER will author, edit, and revise the document per direction from the DEPARTMENT, FHWA, and appropriate resource agencies. The Purpose and Need, and Alternatives chapters of the EIS will be provided in advance of the Administrative Draft EIS for early DEPARTMENT and FHWA review to streamline the review process.

17.1 NEPA Task Manager

The SERVICE PROVIDER NEPA Task Lead will manage preparation of deliverables, review progress against schedule, monitor task budgets and staffing, and report monthly design progress and change.

The SERVICE PROVIDER Environmental Task Lead will coordinate development of the Draft EIS with staff, the DEPARTMENT and Project stakeholders. This includes

- Arrange and conduct internal coordination meetings with SERVICE PROVIDER staff
- Arrange and conduct, or attend, meetings with SERVICE PROVIDER engineering staff
- Coordinate with the DEPARTMENT counterparts

The SERVICE PROVIDER Environmental Task Lead will coordinate with the Quality Manager to ensure all documents are being directed through the quality process prior to publication.

17.2 NEPA Document Lead/Author

The Draft EIS Author will aggregate and summarize the technical studies prepared by the engineers, planners and environmental scientists in a manner that can be easily understood by the public. This includes organization of the document, identification of illustrations, graphs, charts, and other infographics that assist the reader with absorbing technical conclusions and crafting text that presents technical information in a familiar way. The Draft EIS will follow the same appearance as the Reno Spaghetti Bowl Draft EIS. The Draft EIS Author will also edit and revise the Draft EIS per direction from the DEPARTMENT, FHWA, and participating and cooperating agencies.

17.3 NEPA Advisors

The SERVICE PROVIDER will provide NEPA Advisors for Environmental Justice, Legal Sufficiency Review, and Native American Consultation.

Environmental Justice/Title VI Compliance Advisor

The Environmental Justice Advisor will advise on the outline of an environmental justice report, review, and comment on draft versions of the report, advise on outreach to environmental justice communities, advise on environmental justice populations data

gathering, advise on assessing impacts to environmental justice communities and help ensure inclusion of all community voices in the development of the EIS.

Legal Sufficiency Advisor

The Legal Sufficiency Advisor will review the Federal Register Notice of Intent, Draft and Final EIS, and Record of Decision to provide an independent assessment of whether it meets CEQ and FHWA NEPA requirements.

Native American Consultation Advisor

Several of Nevada's tribes have ancestral lands within urban Clark County. The Native American Consultation Advisor will provide support to the NDOT Tribal Liaison in coordinating any engagement and input with Native American tribes, as requested and necessary per the NEPA analysis and anticipated impacts.

17.4 Meetings

17.4.1 General Project Meetings

NEPA coordination meetings and document review with the DEPARTMENT and FHWA (in-person meetings and conference calls).

Meetings will be conducted with cooperating and participating agencies to discuss their comments on the Project's range of alternatives and preferred alternative.

17.4.2 Agency Coordination

Beyond the meetings described below, agency coordination will include letters, phone calls, and other forms of coordination with the public and local, regional, state, tribal, and federal agencies.

Regularly scheduled group meetings with all Cooperating and Participating Agencies will be held every six months.

17.4.3 State / Local Agencies

17.4.3.1 SHPO

Section 106 Consultation Meetings and other coordination meetings with SHPO.

17.4.3.2 Interagency Air Quality Consultation Meeting

The SERVICE PROVIDER will prepare for and participate in a Regional Transportation Commission of Southern Nevada (RTCNS) meeting with local, state and federal agencies to discuss air quality conformity. This meeting will be to present the preferred alternative to the group and include data on general emissions and specifically diesel truck volumes in the existing, No-Build, and preferred alternative scenarios throughout the project area and how they may change.

17.4.4 Federal Agencies

Individual meetings/conference calls with federal agencies will be conducted. It is assumed that no Least Environmentally Damaging Practicable Alternative (LEDPA) memorandum will be submitted to the Corps of Engineers.

17.4.5 Agency Scoping Meeting

The Agency Scoping Meeting will be held early in the environmental process to formally request information from local, state, and federal agencies.

17.4.6 Public Meetings and Hearing

The SERVICE PROVIDER's NEPA team will assist the Public Involvement team with the development of all public meeting content.

17.5 Purpose and Need (Chapter 1)

A purpose and need statement was developed as part of the I-15 Sahara to Flamingo Feasibility Study/PEL. The SERVICE PROVIDER will revisit this early in the project (during the alternatives analysis, before the Notice of Intent is published) to determine appropriateness, and following scoping, the statement will be documented in a purpose and need memorandum. The purpose and need will utilize existing demographic, traffic, safety, and economic data to support the need for improved operations, safety, capacity, and local access. The purpose and need chapter will also document the logical termini and independent utility of proposed project improvements.

17.6 Alternatives Analysis (Chapter 2)

It is assumed that two build alternatives, plus the No Build Alternative will be evaluated in the Draft EIS. The Alternatives Analysis Report (see Section 9.4) will provide the majority of information necessary to complete this Chapter of the Draft EIS.

17.7 Affected Environment, Impacts, and Mitigation (Chapter 3)

17.7.1 Air Quality

An air quality analysis will be performed for the project based upon the requirements of National Environmental Policy Act (NEPA), the conformity provisions of the Clean Air Act Amendments (CAAA), and other state and federal environmental requirements. An Air Quality Technical Report will be prepared, and the analysis will be summarized into the air quality section of the environmental document. The SERVICE PROVIDER will address one round of comments from the DEPARTMENT on the draft technical report before finalizing it and incorporating into the environmental document.

The proposed project is in Clark County within Las Vegas Valley that is classified as in nonattainment for ozone, and in maintenance for carbon monoxide (CO) and particulate matter with aerodynamic diameter equal to or less than 10 micrometers (PM₁₀). Therefore, the project is subject to transportation conformity requirements. Project conformity at regional level for ozone, CO, and PM₁₀ will be demonstrated will be demonstrated by the SERVICE PROVIDER, with RTCNV coordination, to include the project in the latest conforming regional transportation plan (RTP) and the federal transportation improvement program (FTIP). Project level conformity will be evaluated through the hot spot analysis for CO and PM₁₀ for the project area. Hot spot analysis is not required for ozone because its effects could occur far from the original emissions sources.

A quantitative CO hot spot modeling will be performed for the affected intersections in the project area following EPA CO modeling guidance. Intersections will be modeled for the project including existing condition, No Build, and two build alternatives to demonstrate compliance with the national ambient air quality standards (NAAQS).

Potential PM₁₀ hot spots will be evaluated following the USEPA/FHWA's Transportation Conformity Guidance for Quantitative Hot-Spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas (November 2015). Detailed project specific traffic data are not yet available, so for contract scoping purposes it is conservatively assumed that a quantitative PM₁₀ air dispersion modeling analysis will be required for the preferred alternative to demonstrate conformity. The SERVICE PROVIDER will coordinate with local, state, and federal agencies early in the process of the PM hot spot analysis to verify the appropriate modeling requirements. It is assumed that the build alternatives will not cause new violations to the national ambient air quality standards of PM₁₀, therefore, further modeling and comparison of PM₁₀ concentrations at each receptor to No Build alternative would not be needed. The SERVICE PROVIDER will provide required documentation for the interagency consultation processes for concurrence on the level and methodology of the PM₁₀ hot spot analysis.

A mobile source air toxics (MSAT) analysis will be performed for the project following FHWA's 2016 Interim Guidance Update on Mobile Source Air Toxic Analysis in NEPA Documents.

Short-term air quality impacts from project construction would be evaluated qualitatively based on the construction duration, construction activities, and the implementation of emission minimization and reduction measures.

Evaluation of the greenhouse gas (GHG) impacts will follow the applicable guidance of FHWA and the DEPARTMENT.

Once the impacts of the project construction and operation are determined, mitigation measures for identified significant impacts (if any) will be investigated.

Deliverables:

- *Draft and Final Air Quality Technical Report*
- *Any additional documentation and modeling requested to achieve consensus in Interagency Consultation*

17.7.2 Traffic Noise and Vibration

The SERVICE PROVIDER will identify noise sensitive receivers within the project study area for two build alternatives. The SERVICE PROVIDER will conduct traffic noise impacts analysis in accordance with NDOT and FHWA requirements. Possible noise abatement measures will be recommended for impacted areas. The feasibility and reasonableness analysis for noise barriers will be completed in accordance with NDOT requirements. Construction noise and vibration analysis will be conducted for various phases.

Deliverables:

- *Draft and Final Traffic Noise Technical Report*

17.7.3 Visual Impact Assessment

The visual resources analysis will be produced consistent with FHWA guidelines and standard methods. The SERVICE PROVIDER will prepare visual simulations, representing the mass and scale of project elements from available public viewpoints, with an emphasis on highly viewed locations or locations that are more visually sensitive, such as nearby residential areas or underdeveloped areas.

The SERVICE PROVIDER will identify visual simulation viewpoints, which will be submitted to the DEPARTMENT for confirmation before proceeding with the simulations. The simulations will be largely based on photographs from the field (existing conditions) with 3D project visualizations prepared as part of 3D Project Visualizations task used to generalize the location and scale of project elements shown in the NEPA document/technical reports. The existing conditions, visual characteristics, before and after photo simulations, and findings of impacts for two build alternatives will be documented in the Visual Impact Assessment Memorandum.

Deliverables:

- *Visual Impact Assessment Memorandum*

17.7.4 Floodplains and Water Resources

The SERVICE PROVIDER will identify surface waters or FEMA-regulated floodplains in the study area and will utilize the project drainage/hydrology report (see Section 13) to determine potential water quality, storm water, and permitting (USACOE) issues for affected waters of the US.

17.7.5 Jurisdictional Waters Assessment

The SERVICE PROVIDER will inventory and evaluate all surface water resources including creeks, wetland, ponds, and urban drains that may be impacted by the proposed Project. This inventory and evaluation consist of:

- Utilize existing government issued data (e.g. National Wetland Inventory and National Hydrographic Dataset), evaluate the extent of federally jurisdictional regulated waters within the Project APE.
- Map all regulated surface waters within the Project APE in order to provide specific data for overall resource impact analysis.
- Identify if any US Army Corps of Engineers Civil Works projects will be impacted.
- Assess potential permit requirements and mitigation measures for proposed Project impacts within the APE.

The SERVICE PROVIDER will assess groundwater resource within the Project APE. The SERVICE PROVIDER will utilize existing government data (e.g. U.S. Geologic Survey, NV Bureau of Mines and Geology, University of Nevada Las Vegas) to assess extent and utilization of groundwater resources within the Project APE. The SERVICE

PROVIDER will assess potential mitigation measures for proposed Project impacts within the APE.

A stand-alone technical memo will not be completed for this resource.

17.7.6 Utility/Infrastructure Impacts

The SERVICE PROVIDER will document utility or other infrastructure facilities within the project study area and identify potential impacts for two (2) build alternatives. The SERVICE PROVIDER will utilize the information provided in the Alternatives Analysis Report.

17.7.7 Biological Resources

Meetings and Coordination

The SERVICE PROVIDER's biologists will participate in internal team meetings as well as team meetings with NDOT representatives to ensure proper coordination between the biological resources team and the engineering teams and NDOT. The SERVICE PROVIDER's biologists will consult and coordinate directly with the NDOT Environmental team to discuss data collection procedures, project design issues, and potential impact on resources.

Available Data Gathering and Review

The SERVICE PROVIDER's biologists will access available databases and on-line sources to gather information on biological resources and protected species within the designated Project corridor area and APE to establish an Action Area in coordination with NDOT. The biologists will submit an on-line data request using the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) system to identify species listed as endangered, threatened, or as candidates for such listing which have the potential to be in the Action Area. The biologists will submit data requests to the Nevada Department of Wildlife and the Nevada Natural Heritage Program managed by the Nevada Division of Natural Heritage for known locations of sensitive species or habitat in the Action Area.

The biologists will evaluate available satellite imagery of the Action Area to identify residual natural habitat potentially affected by the Project which might warrant investigation. Biologists will identify large trees and other landscaped areas which may provide nesting habitat for migratory birds. The biologists also will review the imagery to locate elevated transportation structures or other facilities within the Action Area that may provide roost sites for bats or nest sites for migratory birds.

Site Visit and Habitat Assessment

Using the information gathered, biologists will conduct site visits to evaluate the potential suitability of any residual natural habitat for use by sensitive species identified by the data reviews, including nest sites by migratory birds. The biologists also will investigate the elevated transportation structures for their potential suitability as roosting areas for individual or groups of bats. These site investigations will not include protocolled surveys for species or confirmation of presence/absence of bats in the structures.

Summary Habitat Assessment Report

The SERVICE PROVIDER's biologists will compile the above information in a report summarizing the data review process, the results of the data collected from the agencies, and the field observations. Locations of residual natural habitat, potentially suitable habitat for sensitive species, and structures with high potential as roost sites for bats will be mapped and included in the report. A Preliminary Draft Report will be submitted to NDOT Environmental for initial review and comment. Comments obtained from NDOT Environmental will be addressed and included in a Draft Report for review by other NDOT branches and resource agencies as appropriate. Comments received from these reviewers will be addressed and a Final Report will be developed.

Deliverables:

- *Draft and Final Biological Resources Report*

17.7.8 Hazardous Materials

The SERVICE PROVIDER will provide a State of Nevada, Certified Environmental Manager (CEM) to oversee and conduct the following activities to screen for the presence of hazardous/contaminated sites in the Project corridor:

- Search available federal and state online GIS maps and regulatory databases for the Project corridor/study area to identify potential sites of environmental releases within the corridor as an initial screening step.
- Conduct a site reconnaissance of the portion of the Project corridor where ground disturbance activities will occur, using the results of the GIS and database searches described above as a guide for focusing on parcels that are more likely to exhibit potential environmental impacts during construction. The site reconnaissance will be conducted from the public right-of-way or parking/driveway areas open to the public. Site observations will be documented for each site on a field documentation sheet. No interviews with property owners are anticipated at this time.
- Document the findings of the site screening process in a Technical Report that will present the key findings and list sites/parcels that have an increased potential to contain hazardous waste/contamination that may affect the planned parcel acquisition and construction. The Technical Report shall include the required CEM jurat, with signature.

In the Technical Report, The SERVICE PROVIDER will categorize potential sites of environmental impact by establishing preliminary risk designations to prioritize sites that may need additional investigation. The three categories are:

- High Risk: Sites where petroleum constituents or other hazardous substances are documented to have been released into the environment (generally in soil or groundwater), or where petroleum constituents or other hazardous substances are likely present in soil or groundwater as a result of a regulatory listing or other condition. Also, the documented release is of a reportable quantity, is hydrogeologically upgradient of the Project corridor where right-of-way acquisition or ground disturbance activities will occur, and/or the nature and extent of the contamination is unknown.

- Medium Risk: Sites where petroleum constituents or other hazardous substances have the potential to be present in the environment (generally in soil or groundwater) based upon documentation reviewed during the screening process that petroleum constituents or other hazardous substances were used or stored on the site, or that site features suggest conditions or activities that are potentially associated with petroleum constituent or other hazardous substance storage or disposal. Generally, Medium Risk sites do not have specific indication that petroleum constituents or other hazardous substances were actually released into the environment.
- Low Risk: Sites where petroleum constituents or other hazardous substances have a reduced potential to be present in the environment as a result of site activities based upon available documentation reviewed during the screening process.

If the screening process identifies sites that fit a High-Risk designation and are in the portion of the Project corridor where right-of-way acquisitions or ground disturbance activities will occur, the SERVICE PROVIDER will request available information from up to five of the following resources:

- Agency interviews:
 - At the local level – Southern Nevada Health District, Fire Departments, Public Works/Environmental Service, Economic Development/Redevelopment (Brownfields)
 - On the state level – Nevada Division of Environmental Protection and NDOT Environmental
- National Response Center spills database
- U.S. Department of Transportation, Pipeline and Hazardous Material Safety Administration (PHMSA) database

The SERVICE PROVIDER will review information obtained from screening process to recommend additional investigation such as soil, groundwater, and/or other sampling activities. The additional investigation recommended in the Technical Report is not included in this scope of work.

The above screening process is not intended to meet the requirements of the ASTM-E1527-13 Environmental Site Assessment process but is a reasonable tailored approach to provide the DEPARTMENT with documentation to evaluate the presence of potential impacts that might affect the construction Project.

Deliverables:

- *Hazardous Materials Technical Report*

17.7.8.1 Phase 1 or Phase 2 Environmental Site Assessment

A Phase 1 or Phase 2 Environmental Site Assessment is not included in this scope of work. At the DEPARTMENT's direction, these documents could be prepared for the Preferred Alternative.

17.7.9 Land Use and Socioeconomics

The SERVICE PROVIDER will collect existing and planned future land use information from the City of Las Vegas and Clark County, as well as information on pending development and related land use changes, in coordination with local planners. The Land Use and Socioeconomics Memorandum will describe generalized existing and future land use patterns and include these assumptions in the analysis of alternatives. Direct and indirect impacts to land use, including full and/or partial right-of-way takes will be inventoried for two build alternatives and the no build alternative.

The SERVICE PROVIDER will collect data from the US Census Bureau and American Community Survey to analyze social and economic impacts to surrounding land uses, analyzing both adverse and beneficial social and economic changes. No economic modeling is included.

Deliverables:

- *Land Use and Socioeconomics Memorandum*

17.7.10 Active Transportation Analysis

The SERVICE PROVIDER will collect existing and planned active transportation plans from the City of Las Vegas and Clark County. These routes will be included in the analysis of alternatives for potential inclusion in corridor recommendations and/or discussion of impacts to existing facilities, should they be removed or changed.

17.7.11 Environmental Justice and Equity Analysis

The SERVICE PROVIDER will conduct an environmental justice and Equity analysis to determine potentially disproportionately high and adverse impacts to low income and minority populations, and assess impacts to underserved populations based on the discipline reports, available demographic and community data, environmental document sections, and results of the business survey and public outreach activities conducted as part of the NEPA review of the Project, considering the demographics of the Project area. An Environmental Justice and Equity Memorandum will be prepared.

The environmental justice and equity analysis will consist of the following:

- Study Area Demographics: Based on data collected as part of the socioeconomics memorandum and results of the business survey.
- Limited English Proficiency (LEP) Four-Factor Analysis
- Outreach to Minority and Low-Income Populations and traditionally underserved populations: This section will describe the measures implemented to involve minority and low-income populations in the decision-making process. A summary of effects identified by minority and low-income populations within the study area will be provided, if any have been so identified.
- Project Impacts, Mitigation, and Benefits: This section will review the location, intensity, and duration of the anticipated impacts, summarize who (from a minority and income perspective) would be affected by these impacts, summarize proposed mitigation for the identified impacts, and summarize anticipated Project benefits. A qualitative assessment will be made of the

Project's likelihood for causing disproportionately high and adverse impacts on minority and/or low-income populations and traditionally underserved populations. Key analyses to be conducted include the following: a review of anticipated Project impacts, as identified in the Project's technical reports, NEPA document sections, and results of the outreach activities, will be conducted to identify impacts to all populations, including minority and low-income populations; a comparison of impacts to minority and low-income populations versus effects to the general population will be conducted where appropriate; and discussion of whether proposed avoidance, minimization, and mitigation measures will be effective in addressing potential impacts to minority and low-income populations will be provided.

- Final Determination and Conclusion: This section will present the final determination and conclusion of whether or not the Project would result in disproportionately high and adverse impacts on minority and/or low-income populations and identify impacts to traditionally underserved populations.

Deliverables:

- *Environmental Justice and Equity Memorandum*

17.7.12 Recreation Resources / Section 4(f)

The SERVICE PROVIDER will identify any recreation resources, including publicly owned parks and trails within the study area. If resources are identified, including historic properties, that are subject to Section 4(f) protection, a Section 4(f) Evaluation would be prepared.

17.7.13 Cultural Resources

The SERVICE PROVIDER will complete a cultural resources inventory and impact analysis as part of DEPARTMENT and FHWA's Section 106 of the National Historic Preservation Act (Section 106) compliance requirements for the project. The cultural resources analysis will consist of an archaeological and architectural history assessment of the project's area of potential effects (APE) and the SERVICE PROVIDER will provide support to DEPARTMENT and FHWA's tribal and interested party coordination and consultation efforts, required as part of Section 106 and NEPA. Information from the completed cultural resources inventory and impact analysis will be used to complete the environmental document for the project.

The cultural resources impact analysis will be completed in accordance with the Programmatic Agreement Among the FHWA, NDOT, Nevada State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Implementation of Federal-Aid Transportation Projects in the State of Nevada (Nevada PA) and will primarily consist of the following tasks:

- APE Delineation
- Background Research
- Field Surveys
- Technical Studies
- Native American and Interested Party Outreach

Following receipt of the project plans, the SERVICE PROVIDER will have a kick-off meeting via teleconference with DEPARTMENT cultural staff to review project methodologies and then will provide a preliminary APE map and shapefiles for NDOT's review and approval. The APE will include the full parcel boundaries for any property located wholly or partially within the project footprint. Additionally, the APE will consist of staging areas, access roads (if unpaved), utility relocations, temporary road closure areas, and other ancillary project construction features. These areas will comprise the direct APE. To consider the project's visual or atmospheric effects, an indirect APE will also be delineated to include up to three parcels past the limits of the project improvements.

Following approval of the APE by NDOT, a screening form describing the project and the APE boundaries, along with copies of the APE maps, will be sent to the DEPARTMENT for SHPO review and comment. The screening form serves as the Section 106 initiation document. SHPO will complete one review cycle of the APE and screening form.

Background research to identify the overall cultural resources sensitivity of the APE and the presence of previously recorded cultural resources within a quarter-mile (1/4 mile) radius of the APE will be completed by the SERVICE PROVIDER through a review of the Nevada Cultural Resources Information System, information available through the Clark County, and data available through the DEPARTMENT. Supplemental research will also be completed through online and archival sources, in order to develop an evaluative historic context for cultural resources within the APE. It is expected no more than 10 previously recorded cultural resources exist within the records search area, and less than half of those are located within the APE.

Architectural history field surveys will be completed by the SERVICE PROVIDER to further identify cultural resources in the APE under the direction of professionals who meet the Secretary of Interior's professional qualification standards. It is assumed no archaeological surveys would be required. Architectural history surveys will be completed for properties within the direct or indirect APE that were constructed prior to 1977. Properties that have had sufficient evaluations within the past 5 years or are currently listed or determined eligible for listing in the National Register of Historic Places (NRHP) will not require survey or re-evaluation, unless significant alterations have occurred that would impact its previous determination. Resources that are surveyed will be recorded and evaluated for NRHP eligibility through the appropriate IMACS or ARA form. No more than four cultural resources will be evaluated for eligibility to the NRHP.

The results of the surveys and background research will be summarized by the SERVICE PROVIDER in separate technical studies for archaeological and architectural history. Appended to the studies will be copies of APE maps and the appropriate IMAC or ARA forms. A finding of effect analysis report will also be completed for cultural resources that are listed in the NRHP or determined eligible for listing (assumed to be less than half); however, the project is expected to have a no historic properties affected or no adverse effect determination for cultural resources in the APE. The DEPARTMENT will complete up to one review cycle of the draft technical studies, and SHPO will complete one review cycle.

The DEPARTMENT will complete Native American consultation as part of the project. As part of this, the SERVICE PROVIDER may be asked to provide interested party outreach and relevant project information to support this, limited to shapefiles, survey results, and project description information.

Following receipt of concurrence on the project findings by the DEPARTMENT and SHPO, the SERVICE PROVIDER will complete the cultural resources section of the environmental document to document the NEPA and Section 106 analysis.

As part of the work, up to one in-person meeting will be completed with DEPARTMENT staff and up to five teleconferences with DEPARTMENT, FHWA, and/or SHPO.

Preparation of an agreement document (MOA) or provision of mitigation services, if required, will be added to the scope under a separate Task Order or as an amendment to this Task Order with a fee to be negotiated by the DEPARTMENT and the SERVICE PROVIDER.

17.7.14 Construction Impacts

The SERVICE PROVIDER will assess the impact of construction on the Project area, businesses, residents, and freeway travelers including access to facilities and services, economic impacts, noise, vibration, erosion control, and fugitive dust.

17.7.15 Indirect and Cumulative Impacts

The SERVICE PROVIDER will evaluate indirect effects in accordance with the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), Subchapter A-NEPA Implementing Regulations (July 2020), NCHRP Report 466, and AASHTO Practitioner's Handbook 12 Assessing Indirect Effects and Cumulative Impacts Under NEPA (August 2016). The effects evaluation includes analyzing existing and future land use trends and proposed development, assessing Project characteristics, assessing the potential for Project-induced changes to land use development, and evaluating existing tools or recommending tools to manage changes to land use development. Data collection will be based upon existing, readily available data sources and will draw upon the inventory and description of existing conditions developed in the assessment of direct impacts of the build alternatives and no build alternative; supplemented with additional data collection.

17.8 Coordination and Consultation During Draft EIS (Chapter 4)

The SERVICE PROVIDER will document coordination and consultation with the public and local, regional, state, tribal, and federal agencies in the Draft EIS.

17.9 Notice of Intent

The SERVICE PROVIDER will prepare a Notice of Intent for publication in the Federal Register by FHWA.

17.10 Draft EIS Preparation and Publication

The SERVICE PROVIDER will prepare the complete Draft EIS. The SERVICE PROVIDER will compile the technical reports and memoranda and other supporting materials to be provided on a thumb drive for printed copies of the Draft EIS and as electronic files to be included with the web-ready version of the Draft EIS.

The SERVICE PROVIDER shall print copies of the Draft EIS in addition to thumb drive and web-ready versions. The SERVICE PROVIDER shall circulate the copies of the Draft EIS.

The SERVICE PROVIDER shall prepare a Notice of Availability of the Draft EIS document for publication in the Federal Register by FHWA.

17.11 Graphics for Draft EIS

The SERVICE PROVIDER will develop and prepare graphics for the Draft EIS and develop the Draft EIS in a graphic-friendly format.

17.12 Prepare Combined Final EIS/ ROD

The SERVICE PROVIDER shall prepare a combined Final EIS/Record of Decision (ROD) as specified in 23 CFR 771 and 23 CFR 774. The Final EIS/ROD will be prepared consistent with the National Environmental Policy Act (NEPA) of 1969, the Council on Environmental Quality (CEQ), DEPARTMENT guidance, and Federal Highway Administration (FHWA) implementing regulations, policy, and guidance for NEPA.

The iterations of the Final EIS/ROD are:

1. Preliminary Final EIS/ROD – DEPARTMENT/FHWA Nevada Division review
2. Revised Preliminary Final EIS/ROD for FHWA Legal Sufficiency Review
3. Camera Ready Final EIS/ROD for DEPARTMENT/FHWA approval.

17.12.1 Review and Response to Comments on DEIS

The SERVICE PROVIDER will compile comments received during the Draft EIS Comment Period, including comments received at the public hearing via comment form or public hearing testimony, into a database. Database will include commenter's name, address, comment subject and a link to an electronic version of the comment.

The SERVICE PROVIDER will review comments received from the public during the Draft EIS comment period to identify substantive comments that warrant a response in the Final EIS/ROD and will provide FHWA and NDOT with these comments and proposed responses for concurrence. As allowed by CEQ regulations, substantive comments with a similar theme will be grouped into categories and one response will be developed for similar comments. Some substantive comments may require their own response. All responses will be placed in the Final EIS/ROD as part of an appendix. (Note: This task assumes SERVICE PROVIDER will respond to comments in the Final EIS/ROD and not prepare individual letters to commenters.)

SERVICE PROVIDER will create a new appendix for the Final EIS/ROD that contains local, state, and federal review agency comments on the Draft EIS and the study team's

response to the substantive comments. Substantive agency comments will be identified/numbered and responded to on the opposing page.

17.12.2 Prepare Final EIS

The SERVICE PROVIDER will provide updates to the Draft EIS. These revisions will reflect updated information since the Draft EIS publication or changes due to substantive public or agency comments, including new or updated exhibits.

17.12.3 Prepare ROD

The SERVICE PROVIDER will prepare the ROD. The outline of the ROD will be:

- Decision
- Alternatives Considered
- Environmentally Preferred Alternative
- Section 4(f)
- Mitigation/Measures to Minimize Harm
- Monitoring or Enforcement Program
- Comments on Draft EIS

17.12.4 Final EIS/ROD Document Preparation and Publication

The SERVICE PROVIDER will prepare a complete and edited preliminary combined Final EIS/ROD document for review by the DEPARTMENT and FHWA. It is assumed review will be of an electronic file and no hard copies will be produced for review. The SERVICE PROVIDER will incorporate the DEPARTMENT's and FHWA's comments on the preliminary draft FEIS and submit an edited revised preliminary combined Final EIS/ROD to the DEPARTMENT and FHWA for a legal sufficiency review.

The SERVICE PROVIDER will incorporate comments from FHWA's legal sufficiency review into the camera-ready version of the combined Final EIS/ROD for DEPARTMENT and FHWA signature. After the combined Final EIS/ROD has been signed, the SERVICE PROVIDER shall arrange for printing paper copies of the combined Final EIS/ROD. Electronic and web-ready versions of the documents will also be prepared. The SERVICE PROVIDER shall circulate the copies of the Combined Final EIS/ROD.

The SERVICE PROVIDER shall prepare a Notice of Availability of the combined Final EIS/ROD document for placement in the Federal Register by FHWA.

The SERVICE PROVIDER shall prepare a Statute of Limitation notice following Final EIS/ROD approval for placement in the Federal Register by FHWA.

18. Program Phasing and Potential Funding

Phasing of the project will be considered in development of the Preferred Alternative, utilizing preliminary design and stakeholder outreach input to determine priorities and key implementation strategies. The phasing will identify components of the total project that can be provided as stand-alone facilities with independent utility. This includes areas where interim improvements are necessary to provide connectivity between the phase and the existing facilities. Priorities may include:

- Relative Benefit-Cost Ratio of phases

- Alignment of project outcomes with desired policy priorities
- Minimization of throw-away work
- Stakeholder support
- Optimum timeframes for component delivery

18.1 Program Phasing and Scheduling

This work will analyze each phase of the overall project to identify a logical sequence of program implementation, as well as groupings of alternative components that are complementary. SERVICE PROVIDER will identify phasing opportunities for implementation, as well as the following:

- Phasing individual projects: Sometimes a major improvement investment can be implemented in phases, lowering the amount of funding that must be secured for each phase, while delivering user benefits and high-profile activity that supports program delivery momentum.
- Early Phase(s): The overall/ultimate project improvement must demonstrate early progress and deliver improvements in a time manner. Some project phases that are identified may be readily achievable in terms of need, availability of right-of-way, funding, scale, and schedule, and may be logical early candidates that can help build momentum and achieve the necessary goal.
- System considerations: Despite the need to phase project delivery and program implementation, it is important that the regional transportation system, including recent investments, continues to function at all times with a high level of user benefit. Every phased program carries some risk if/when the final phase(s) are deferred. Without considering the system implications of phased implementation, the risk is that the program delivery stalls at an intermediate stage, affecting overall program credibility.
- Phase/project-specific funding opportunities: Some phases of the overall project may have readily developed funding sources in context of One Nevada that aligns with a pre-existing funding program. This can help build project momentum. This potential will be evaluated early in the alternatives development.

18.2 Potential Funding Sources

Under this task the SERVICE PROVIDER will identify and review potential funding and financing sources across federal, state, and local levels that could be used to construct the improvement projects. This analysis will involve the following objectives:

- Determine the total amount of federal and state funds that are likely to be available in Southern Nevada for transportation infrastructure
- Determine the eligibility requirements for discretionary federal and state funding and loan programs
- Assess the amount of funding needed in relation to the estimated cost of identified project improvements identifying gaps
- Assess potential new strategies for increasing revenues or leveraging them through financing

- Determine which revenue sources may require state legislation, county, or municipal ordinance or resolutions and/or voter approval

In evaluating funding and financing sources to deliver the improvement projects identified, the SERVICE PROVIDER will identify options, such as:

- Federal transportation funding
- State transportation funding, including the annual forecasted amount to be received from fuel revenue indexing
- Other federal grants and loan programs
- Other state grant and loan programs
- Other funding and financing sources

In addition to the above funding and financing sources, but only upon approval from the NDOT, the following can also be evaluated:

- Tax increment financing and other value capture strategies
- Public-Private Partnerships (P3s)

Deliverables

- Draft and Final Project Phasing and Potential Funding Sources technical memorandum

19. Production Based Estimating

Not included in this scope of work.

20. Maintainability Reviews

Not included in this scope of work.

21. Design and Technical Provisions Supporting Selected Delivery Method

Not included in this scope of work.

22. Preparation of Procurement Documents

Not included in this scope of work.

23. Legal Support

Not included in this scope of work.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

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

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

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

5. Corporate/Business Entity Street Address:

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

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

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

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)

*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, limited liability corporations, and professional corporations.

DISCLOSURE OF RELATIONSHIP FORM

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

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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


1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?
 Yes No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?
 Yes No

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

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

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

 Signature: James Caviola
 Print Name
President Title
11/1/2022 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 _____

REVISED 3/25/2019



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors
FROM: Kristina Swallow, P.E., Director
SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting
ITEM # 9: Agreement 371-22-040, with C.A. GROUP, INC., for full administration of Contract 3944 Preservation Project on I-80 at Nightingale Interchange, Churchill County, Nevada. – *For possible action*

Agreement No.:	371-22-040	Amendment No:	N/A
Contractor:	C.A. Group, Inc.	Federal:	Partial
Original Amount:	\$3,038,805.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$3,038,805.00	Receivable Amount:	\$0.00
Start Date:	01/09/2023	End Date:	02/28/2024
Division:	Construction	Division Head:	Sam Lompa

Summary:

C.A. Group, Inc., shall provide construction engineering services for full administration of Contract 3944 Preservation Project on I-80 at Nightingale Interchange, Project NHP-080-1(178), I-80 from Lyon/Churchill County Line to 8.755 miles east of Nightingale Interchange, Mile Post CH 0.00 to Mile Post CH 12.823, consists of 1-inch cold mill with 2-inch plantmix bituminous surface with open grade surface and patching, Churchill County, Nevada. NV B/L#: NVD20081407877-R Proposers: C.A. Group, Inc., and HDR Engineering, Inc.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services
- C. Disclosure of Ownership/Principals and Relationship Form

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

Recommendation for Board Action:

Approve Agreement 371-22-040 with C.A. GROUP, INC., for full administration of Contract 3944 Preservation Project on I-80 at Nightingale Interchange in the amount of \$3,038,805.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM

December 7, 2022

TO: Sajid Sulahria, P.E., Assistant Director

FROM: Mike Brown Jr, P.E., Project Manager DS
MB

SUBJECT: Negotiation Summary for RFP 371-22-040, Full Admin. I-80 at Nightingale

A negotiation meeting was held via Microsoft Teams on December 7, 2022, with Shawn Meagher and Peter Booth of CA Group, Inc. and Bhupinder Sandhu, Steve Hale, and Mike Brown Jr. of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The duration of this agreement will be for 1 year, ending February 2024.

The budgeted amount of this Agreement is comprised of 95% Federal / 5% State Funding.

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

Key personnel dedicated to this project are as follows:

Name	Title	Estimated Number of Hours
Pete Booth, PE	Resident Engineer	1700
Mark Cooper	Asst. Resident Engineer	1700
Laurie Currie	Office Manager	1225
	Total Hours:	4625

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
Lumos and Associates	D2 Betterments	P539-19-040
QCTS (DBE)	D2 Betterments	P539-19-040
	SBX Testing	P782-19-040
	District 3 On-call	P449-20-040
	C911 Augmentation SR28, SR431	P531-20-040
	C918 Augmentation I80 Moor	P090-22-040

The DEPARTMENT's original estimate was \$4,061,168.61 including direct labor (19,556 man-hours of work by the SERVICE PROVIDER).

The SERVICE PROVIDER's original estimate was \$2,499,521, including direct labor (12,557 man-hours of work by the SERVICE PROVIDER) .

The negotiations yielded the following:

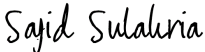
1. The total projected man-hours allocated for this project is 15,485.
2. The total negotiated cost for this Agreement is \$3,038,805.

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

SERVICE PROVIDER's Transportation Board representative(s):

- **Shawn Meagher, PE**
- **shawn.meagher@c-agroup.com**
- **office (702)685-5945, cell (702)481-2362**

Reviewed and Approved:

DocuSigned by:

5ABEA923068D14C4...
Assistant Director

FULL ADMINISTRATION FOR PROJECT NHP-080-1(178)

I-80 Mill and Overlay in Churchill County, from Lyon/Churchill County Line to 8.775 Miles East of Nightingale Interchange. MP CH 0.00 – MP CH 12.823.

SCOPE OF SERVICES

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of Project NHP-080-1(178), I-80 Mill and Overlay in Churchill County is accomplished in conformance with the plans, specifications, and all other contract documents.

The SERVICE PROVIDER shall provide up to one (1) Principal Engineer to act as Project Manager, one (1) Resident Engineer*, one (1) Assistant Resident Engineer*, one (1) Office Manager*, two (2) level IV Inspectors, two (2) Level III Inspectors, one (1) Level I Inspector, one (1) fully equipped two-person survey crew, three (3) Level III Testers (fully certified), two (2) Nuclear Density Gauges, a fully equipped and functional field office, a fully equipped and functional field lab trailer, vehicles, iPads or Windows-based tablets, computers, cell phones, proper safety equipment and specialized training for all personnel assigned to this project. *Positions are considered “key personnel”. The SERVICE PROVIDER shall provide incidental equipment as may be required by the DEPARTMENT.

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

The Principal Engineer shall be limited to billing no more than eight (8) hours per month unless prior approval for additional hours is obtained from the DEPARTMENT.

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

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

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

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

The SERVICE PROVIDER shall provide one (1) field office within fifteen (15) miles of the project site or other approved location with equipment including, but not limited to computers, printers, copiers, scanners, desks, and chairs. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.

The SERVICE PROVIDER and associated sub-consultants shall comply with all documentation training requirements of the DEPARTMENT for contract administration: AWP Construction New User Training, AWP Materials New User Training and Mobile Inspector Training. The Resident Engineer, Assistant Resident Engineer, and Office Manager require the AWP Construction New User Training and the AWP Materials New User Training. Individuals who require this training shall provide a Windows-based computer, which has internet access and the Google Chrome™ browser installed. Testers require the AWP Materials New User Training. Individuals who require this training shall provide a Windows-based computer, which has internet access and the Google Chrome™ browser installed. Inspectors require Mobile Inspector Progressive Web Application Training. Individuals who require this training shall provide an iPad or a Windows-based tablet.

The SERVICE PROVIDER and associated sub-consultants shall equip personnel as follows to perform contract documentation: Resident Engineer, Assistant Resident Engineer, and Office Manager, who will be utilizing the AASHTOWare Project program, with a Windows-based computer, which has internet access, the Google Chrome™ browser installed, and has Adobe Pro or other PDF-editing/creating software installed; Field Inspectors, who will be utilizing the AASHTOWare Project program shall have access to a Windows-based computer, which has internet access and the Google Chrome™ browser installed.

The SERVICE PROVIDER and associated sub-consultants shall equip Inspectors with an iPad or Windows-based tablet capable of supporting the Mobile Inspector™ Progressive Web application utilized by the DEPARTMENT for documenting field inspection activities.

All testing personnel shall meet and be certified under the American Concrete Institute (ACI) as Concrete Field Testing Technician - Grade I; Nevada Alliance for Quality Transportation Construction (NAQTC) guidelines for Sampling and Density, Aggregate and Asphalt Modules; certification under Western Alliance for Quality Transportation Construction (WAQTC) guidelines will be accepted in lieu of NAQTC. The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training or equipment necessary for the use of any hazardous materials required to perform testing on this project. When nuclear gauges are required, the SERVICE PROVIDER shall comply with the "Consultant Nuclear Requirements" as provided in Attachment D.

The SERVICE PROVIDER shall provide one (1) field laboratory near the project site of the minimum size with sufficient capacity to perform the scope of services as required by the DEPARTMENT, and including all items as specified in Attachment E. The SERVICE PROVIDER and associated sub-consultants shall equip the field laboratory with a Windows-based computer, which has internet access, and the Google Chrome™ browser installed. The SERVICE PROVIDER agrees that this is a minimum equipment list and additional equipment may be required. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

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

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

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

CA Group, Inc.

5. Corporate/Business Entity Street Address:

Street Address: 2785 South Rainbow Blvd. Suite 100	Website: www.c-agroup.com
City, State and Zip Code: Las Vegas, NV 89146	Point of Contact Name: Shawn Meagher
Telephone and Fax No. 702-481-2362	Email: shawn.meagher@c-agroup.com

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

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

6. List of Owners/Officers

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

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

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
C.A. Group, Inc. Employee Stock Owners		100
James Caviola	President	NA
Chad Anson	Vice President	NA
Shawn Meagher	Vice President and Secretary	NA

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

DISCLOSURE OF RELATIONSHIP FORM

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

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No

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

Yes No

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

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

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



Shawn Meagher

Signature

Print Name

Vice President

12/7/2022

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



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors
FROM: Kristina Swallow, P.E., Director
SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting
ITEM # 10: Agreements with STANTEC CONSULTING SERVICES INC., ATKINS NORTH AMERICA INC., LAGE DESIGN INC., AND DESIGN VISION INC., DBA SOUTHWICK LANDSCAPE ARCHITECTS, for on-call landscape and aesthetic design services, statewide, Nevada. – *For possible action*

Agreement Number | Contractor: 605-22-010 – Stantec Consulting Services Inc.

Agreement Number | Contractor: 606-22-010 - Atkins North America Inc.

Agreement Number | Contractor: 607-22-010 – Lage Design Inc.

Agreement Number | Contractor: 608-22-010 - Design Vision Inc., DBA Southwick Landscape Architects

Amendment No.	N/A	Federal:	No
Original Amount:	\$2,000,000.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$2,000,000.00	Receivable Amount:	\$0.00
Start Date:	01/09/2023	End Date:	12/31/2026
Division:	Roadway Design	Division Head:	Scott Hein

Summary:

Procured under RFP 092-22-010 to hire four (4) firms to provide landscape and aesthetic design services as an implementation of policies consistent with the Landscape and Aesthetics Master Plan (LAMP) adopted by the Nevada State Transportation Board in 2002. It is the intent of these agreements to establish an on-call list to issue a Request for Approach (RFA) for work to be performed on an “as-needed” basis, statewide. NV B/L#: NVF20101021081, NVF19981347315, NVD20061659534, NVD20001403248 -R Proposers:

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

Stantec Consulting Services Inc., Atkins North America, Inc., Lage Design Inc., and Design Vision Inc., DBA Southwick Landscape Architects, Wood Rodgers Inc.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services
- C. Disclosure of Ownership/Principals and Relationships Form

Recommendation for Board Action:

Approve Agreements with STANTEC CONSULTING SERVICES INC., ATKINS NORTH AMERICA INC., LAGE DESIGN INC., AND DESIGN VISION INC., DBA SOUTHWICK LANDSCAPE ARCHITECTS, for on-call landscape and aesthetic design services in the amount of \$2,000,000.00.

Prepared by:


Administrative Services Division



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

MEMORANDUM

11/01/2022

TO: Sajid Sulahria, PE, Assistant Director of Engineering
FROM: John L'Etoile, PLA, Project Manager ^{DS}
SUBJECT: Master Agreement Summary for RFP 092-22-010 On-Call for Landscape and Aesthetic Design Services

The Department is seeking to hire (4) firm(s) to provide: Landscape and aesthetic design services.

The DBE goal for this agreement has been established at six and one half percent (6.5%).

Duration of these agreement(s) will be for 4 years, ending on 12/31/2026.

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

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

Firm Name:
Stantec Consulting Services, Inc.
Atkins
Lage Design Inc.
Design Vision Inc. dba SLA Land Architects

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 Two Million and No/100 Dollars (\$2,000,000.00).

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

SERVICE PROVIDER's Transportation Board representative(s):

- Cary Baird
- Cary.baird@stantec.com
- 702-304-7600

- David Dodson
- david.dodson@atkinsglobal.com
- 775-789-9820

- Geoffrey Schafler
- gschafler@lagedesigninc.com
- 702-297-6184

- **Stanton W. Southwick**
- **stan@slalandarchitects.com**
- **702-597-3108**

Reviewed and Approved:

DocuSigned by:
Sajid Sulaluria
5ABEA92360D14C4...
Assistant Director

ATTACHMENT A
Agreement No. xxx-xx-xxx
Scope of Services

SCOPE OF SERVICES

The scope of services may include, but not be limited to, the following items. The list is an example and the final scope shall be identified as part of the RFA for a project.

Coordination with Other Agencies: The SERVICE PROVIDER may be tasked with coordinating with other agencies and project stakeholders identified by the DEPARTMENT's project manager.

Coordination with Department Divisions: The SERVICE PROVIDER through the DEPARTMENT's project manager may be tasked with meeting with all applicable divisions of the DEPARTMENT during a project's development.

Coordination with District: The SERVICE PROVIDER may be tasked with interviewing key DEPARTMENT staff at District Office as identified by the DEPARTMENT's Project Manager, to gain an understanding about the following as it relates to the District.

Preliminary Design (30%): The SERVICE PROVIDER may be tasked with preparing three alternative conceptual designs for projects. Designs will be reviewed for approval by NDOT Landscape Architecture Section.

Public Relations/Stakeholder Meeting: The SERVICE PROVIDER may be tasked with conducting, with the DEPARTMENT, one meeting with the key stakeholders to allow for comments on one alternative design.

Design Intent: The SERVICE PROVIDER may be tasked with preparing a design intent report for the project that documents the basis for aesthetic treatments and the context in which the design was prepared.

Field Reviews and Data Collection: The SERVICE PROVIDER may be tasked with attending site visits to obtain additional field information as needed.

Construction Cost Estimates: The SERVICE PROVIDER may be tasked with developing preliminary construction and maintenance cost estimates.

Engineering Services: The SERVICE PROVIDER may be tasked with developing electrical and/or structural designs and details, associated to the Landscape and Aesthetics designs, requiring the stamp of a Professional Engineer.

Updated Preliminary Design (30%): The SERVICE PROVIDER may be tasked with updating the preferred design.

Intermediate Design (60%): The SERVICE PROVIDER may be tasked with developing the Intermediate Design submittal plans including the construction drawings, a construction cost estimate, and preliminary specifications.

Final Design: The SERVICE PROVIDER may be tasked with developing final design construction plans. The final plans depend on the actual project, but may include planting plans, grading/drainage plan, wall plans, structural details, sculptural elements and aesthetic treatment plans.

Maintenance Plan: The SERVICE PROVIDER may be tasked with preparing a one-year cycle maintenance plan and estimate that details the maintenance requirements for each element of landscape and aesthetic treatments.

Landscape and Aesthetics Construction Administration Support: The SERVICE PROVIDER may be tasked with providing support during the bidding process.

Landscape and Aesthetics Construction Support: The SERVICE PROVIDER may be tasked with providing support during the construction of the project including attending post construction review meetings in Carson City.

Plant Establishment Oversight: The SERVICE PROVIDER may be tasked with providing oversight and monitoring of Plant Establishment activities.

Developing performance specifications: The SERVICE PROVIDER may be tasked with developing performance specifications for contracts using alternative delivery methods.

Developing Standard Plans, Design Templates, and Standard Specifications: The SERVICE PROVIDER may be tasked with aiding the NDOT Landscape Architecture Section in developing standardized plans, details and specifications that would be used for future landscape architecture projects.

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):

Stantec Consulting Services Inc.

5. Corporate/Business Entity Street Address:

Street Address: 475 Fifth Avenue, 12 Floor	Website: stantec.com
City, State and Zip Code: New York, New York 10017	Point of Contact Name: Cary Baird, PLA
Telephone and Fax No. 212.366.5629	Email: cary.baird@stantec.com

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

Street Address: 3010 West Charleston Blvd., Suite 100	Website: stantec.com
City, State and Zip Code: Las Vegas, NV 8910	Point of Contact Name: Cary Baird, PLA
Local Telephone and Fax No. 702.878.8010	Email: cary.baird@stantec.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)
Please see attached for list of corporate officers.		

*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
 Principal, Landscape Architecture

 Title

Cary Baird. PLA

 Print Name
 11/9/2022

 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

STANTEC CONSULTING SERVICES INC.

SHAREHOLDERS: Mustang Acquisition Holdings Inc. - 100%

DIRECTORS:

Stuart E. Lerner
Jeffrey P. Stone

OFFICERS:

President	Gordon A. Johnston
Chief Operating Officer – North America & Executive Vice President	Stuart E. Lerner
Chief Operating Officer – Global & Executive Vice President	Catherine Schefer
Chief Growth & Innovation Officer & Executive Vice President	John Take
Chief People & Inclusion Officer & Executive Vice President	Asifa Samji
Chief Practice and Project Officer & Executive Vice President	Steve Fleck
Executive Vice President	Leonard Castro
Executive Vice President	Marshall W. Davert Jr.
Executive Vice President	Mario Finis
Executive Vice President	Michael A. Kennedy
Executive Vice President	Bjorn Morisbak
Executive Vice President	Susan Reisbord
Executive Vice President	Ryan Roberts
Executive Vice President	Susan Walter
Senior Vice President & CEO - Engineering	Brian Larson
Senior Vice President & CIO	Chris McDonald
Senior Vice President	Paul J.D. Alpern
Senior Vice President	Richard Andrachek
Senior Vice President	Donal J. Bassett
Senior Vice President	David R. Bernier
Senior Vice President	Clayton A. Bock
Senior Vice President	Patrick G. Corser
Senior Vice President	Luke De Hayr
Senior Vice President	Paul J. DeKeyser
Senior Vice President	Joseph Geller
Senior Vice President	Anton Germishuizen
Senior Vice President	Harris J. (Josh) Gould
Senior Vice President	James Grasty
Senior Vice President	John J. Hanula
Senior Vice President	David Haywood

STANTEC CONSULTING SERVICES INC.

Senior Vice President	Jonathan A. (Andy) Hersey
Senior Vice President	Peter Howe
Senior Vice President	David Irvine
Senior Vice President	Adriana Jaegerman
Senior Vice President	John S. Montgomery
Senior Vice President	Robert Mullins
Senior Vice President	Michael Newbery
Senior Vice President	Brian P. Norris
Senior Vice President	James (Jim) R. Obermeyer
Senior Vice President	Philip R. Perciavalle
Senior Vice President	Sujan Punyamurthula
Senior Vice President	Marilynn F. Robinson
Senior Vice President	Chander K. Sehgal
Senior Vice President	Kari Shively
Senior Vice President	Robert A. Simm
Senior Vice President	David Smith
Senior Vice President	Joseph Russell (Russell) Snow
Senior Vice President	Scott Storlid
Senior Vice President	Glenn S. Tarbox
Senior Vice President	Matthew D. Travers
Senior Vice President	Jonathan R. Treen
Senior Vice President	Joseph Uglevich
Senior Vice President	Arthur Umble
Senior Vice President	Mike Watson
Senior Vice President	Christopher Williams
Senior Vice President	Andrew C. Wilson
Vice President	Frank Aceto
Vice President	Rusty Benkosky
Vice President	Becky Hachenburg
Vice President	Sarah McIlroy
Vice President	Scott Peyton
Vice President	Michael Reagan
Vice President	Jeffrey P. Stone
Senior Principal	Scott Buttari
Senior Principal	Andrew W. Burnett
Senior Principal	Long Hoang
Principal	Robert R. Cunningham
Principal	Steve Shadix
Principal	Stephen Varsa
Senior Associate	Linda Brown
Senior Associate	Jason Schneider
Senior Associate	Kelly VanElders
Senior Associate	Matthew Vernon
Associate & CEO – Surveying	Jerome Means
Right of Way Officer	Geraldine V. Webb
Corporate Counsel	Michael Aceto

STANTEC CONSULTING SERVICES INC.

Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Corporate Counsel
Secretary
Assistant Secretary
Treasurer

David Archer
Eli Bilek
Donald Blackwell
William A. Butler
Thomas Curran
William J. Edwards
Cate Hite
Katharine LaFrance
Christy J. Leonard
Amy Oygen
Robert J. Ray
Charles B. (Chad) Rogers II
Corey Sanchez
Matthew Storey
Christopher O. Heisler
Jeffrey P. Stone
Theresa Jang

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): 148

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 103	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 partnerships, 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. Phillippi, 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. Torrisi, 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.

 <hr/> Signature Division Manager <hr/> Title	David Dodson <hr/> Print Name 11/09/2022 <hr/> 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):

Lage Design, Inc.

5. Corporate/Business Entity Street Address:

Street Address: 314 S. Water Street, Suite 120	Website: www.lagedesigninc.com
City, State and Zip Code: Henderson, NV 89015	Point of Contact Name: Cecilia Schafler
Telephone and Fax No. (702) 479-5225	Email: ceciliaschafler@lagedesigninc.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)
Cecilia Schafner	President	100%

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

DISCLOSURE OF RELATIONSHIP FORM

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

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No

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

Yes No

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

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

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

 _____
 Signature

Cecilia Schafler
 Print Name

President
 Title

November 8, 2022
 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):

9

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

Design Vision, Inc., dba: SLA Land Architects

5. Corporate/Business Entity Street Address:

Street Address: 1700 W. Horizon Ridge Parkway, Suite 203	Website: www.slalandarchitects.com
City, State and Zip Code: Henderson, NV 89012	Point of Contact Name: Stanton Southwick
Telephone and Fax No. 702-597-3108, 702-597-3177	Email: sla@slalandarchitects.com

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

Street Address: Same	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)
Stanton Southwick	President	100%

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

DISCLOSURE OF RELATIONSHIP FORM

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

Purpose:

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

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

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

Definitions:

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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

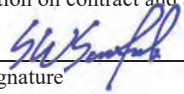
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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

Stanton Southwick

 Print Name

President

 Title

11-8-22

 Date

For NDOT Use Only:

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

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

Notes/Comments: _____

 Signature

 Print Name
 Authorized NDOT Representative



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors
FROM: Kristina Swallow, P.E., Director
SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting
ITEM # 11: Agreement 610-21-067, with GO FLEET CORPORATION, for Automated Vehicle Location and Telematics System (AVLTS), statewide, Nevada. – *For possible action*

Agreement No.:	610-21-067	Amendment No.:	N/A
Contractor:	Go Fleet Corporation	Federal:	No
Original Amount:	\$7,689,375.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$7,689,375.00	Receivable Amount:	\$0.00
Start Date:	01/09/2023	End Date:	06/30/2028
Division:	Information Technology	Division Head:	Sherri McGee

Summary:

GO FLEET CORPORATION shall deliver and implement a commercial “off-the-shelf” Automated Vehicle Location and Telematics System (AVLTS). GO FLEET CORPORATION will be responsible for hosting and managing all AVLTS data (both current and historical) generated by the Department’s vehicles. This will include operations, maintenance, support services, and as-needed enhancements to the system throughout the agreement term. GO FLEET CORPORATION will also be responsible for the installation of the hardware on the vehicles. This web application will provide the Department staff with all mapping, vehicle tracking, vehicle history, geofencing, and reporting tools required for their day-to-day operations. The system will be scalable to include additional vehicle classes and additional functionalities such as continuous vehicle emissions reporting to Nevada Department of Motor Vehicles (DMV) as part of the next phase of the project. B/L#: NVF20222586294-R Proposers: Air Automotive Tracking, Inc., AT&T, CompassCom, Go Fleet Corporation, Iler Group, Inc., LB Technology, Inc.

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services
- C. Disclosure of Ownership/Principals and Relationship Form

Recommendation for Board Action:

Approve Agreement 610-21-067 with GO FLEET CORPORATION, for Automated Vehicle Location and Telematics System (AVLTS) in the amount of \$7,689,375.00.

Prepared by:

Administrative Services Division




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

MEMORANDUM

11/30/2022

TO: Felicia Denney, Assistant Director

FROM: Yesh Purkar, Project Manager 

SUBJECT: Negotiation Summary for RFP 610-21-067 AVLTS (Automated Vehicle Location and Telematics System)

Various negotiation meetings were held using a remote Teams meeting 08/10/2022 through 11/04/2022, with Vipul Rustgi, Asad Khan, Abhishek Verma, Clinton Elvie and Adrian Aymont of the GoFleet Corporation and Wayne Miller, Billie Canham, Kelsey Hurzel, David Wooldridge, Priyanka Parnam and Yesh Purkar of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The duration of this agreement will be for 5 years, ending on 06/30/2028.

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

The following schedule was agreed to by both parties:

AVLTS Project Schedule	Start	Finish
Kick-Off and Project Initiation	2/2/23	2/2/23
AVLTS software Delivery, Configuration, and Launch	2/2/23	2/2/23
Pilot Implementation (Reno)	2/16/23	5/18/23
Phase 1 Implementation (Reno, Las Vegas)	4/13/23	8/3/23
Phase 2 Implementation (Carson City, Ely)	6/8/23	9/14/23
Phase 3 Implementation (Fallon, Wells)	7/20/23	9/28/23
Phase 4 Implementation (Tonopah, Elko, Winnemucca)	8/10/23	12/7/23
Post Go-Live	3/9/23	1/31/24
Training	4/20/23	12/14/23
FY23 to FY28 TEST and PROD environments (includes telematics, cameras, and vehicle hot spot subscriptions)	2/1/2023	6/30/2028

Key personnel dedicated to this project are as follows:

Name	Title	Estimated Time Allocation
Vipul Rustgi	COO / Business Analyst	As Required
Clinton Elvie	Project Manager / Customer Success Manager	50 – 100%
Ronald Castro	Installation Team Manager	100%
Asad Khan	Customer Success Team Lead	50 – 100%
Florian Robert	IT Solution Architect	As Required

The DEPARTMENT's original estimate was \$6,578,780.00 and is 100% State funded.

The SERVICE PROVIDER's original estimate for the 5-year term was \$7,263,693.65 (Software Implementation Cost + Hardware Cost + Operations and Maintenance Cost for five (5) years + Software License Cost for 5 years)

The negotiations yielded the following:

1. The SERVICE PROVIDER's new estimate has been revised to \$7,689,375 (Software Implementation Cost + Hardware Cost + Operations and Maintenance Cost for five (5) years + Software License Cost for 5 years).
2. Between the time of initial quote and negotiations, the NASPO pricing has changed. The new NASPO pricing is factored into the new negotiated cost pricing.
3. Upon further inspection of the existing vehicles (their make and model), additional hardware, subscriptions and installations were required for a working AVLTS solution. Additional harnesses, roadwatch integration, vehicle hot spots and camera subscriptions were added to the cost.
4. Some vehicles are being installed with Telematics as part of Pre-Pilot, which is a separate effort. As such the pre-pilot cost has been removed from the overall AVLTS project cost.
5. The subscription plans have been tailored in a way where camera subscriptions are only incurred during the winter months. The reduction in cost has been factored in.
6. Since this is a fixed bid project the vendor has been advised to include travel cost upfront into the cost breakdown.

SERVICE PROVIDER's Transportation Board representative(s):

- Vipul Rustgi, COO, GoFleet
- vipulrustgi@gofleet.com
- +1 416-830-8587

Reviewed and Approved:

DocuSigned by:

12/06/2022
B02A4C177414466...

Assistant Director

The purpose of this project is to:

- Minimize the life-cycle costs associated with managing and maintaining NODT's vehicles
- Improve public and driver safety
- Improve response time for emergency situations
- Continuous tracking of vehicle diagnostics
- Ensure data availability and create integrations with other applications utilized by the public and NDOT
- Reduce greenhouse gas emissions across the fleet to meet sustainability goals

By implementing the GoFleet solution NDOT will be able to gather data from multiple sources and equipment types. This includes various sensors and hardware components installed on the vehicles for use by NDOT to support numerous programs, such as vehicle identification and location, monitoring of traffic congestion, verifying sweeping operations, monitoring road conditions, and snow removal efforts during winter operations.

We intend to implement the Geotab solution, offered by GoFleet Corporation, in all 1,573 NDOT vehicles which is the current scope of this RFP. We will be installing Geotab GO9 devices in all vehicles in order to provide us visibility into live operations, fleet utilization, improve productivity, operational efficiencies, and insights into critical business areas through customized dashboards, driver scorecards, vehicle profile, reports, analytics – such as trip history, fuel consumption, engine diagnostics, etc.

We will also be installing 881 WiFi Hotspots in vehicles that allow workers to access their tablets and laptops from the vehicle. There will be single and dual-lens cameras in 314 vehicles. This will allow us to gain real-time visual on these vehicles and their operations, as well as allow us to provide a live feed on the NDOT's 511 website for the public to know when and where snow is being plowed.

Additionally, we will be implementing various sensors on multiple vehicles in order to gain visibility on winter operations, as well as light fleet vehicles. The data collected from these IoT devices and sensors will allow us to accurately track plow up/down, sander hydraulics on/off, pump on/off sensor, pump on/off, humidity, and barometric pressure, from point A to B, enabling us to better forecast the materials required for winter operations.

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):

GoFleet Corporation

5. Corporate/Business Entity Street Address:

Street Address: 2355 Skymark Ave 1st Floor	Website: www.gofleet.com
City, State and Zip Code: Mississauga, ON L4W 4Y6	Point of Contact Name: Vishal Singh
Telephone and Fax No. 647-894-9353	Email: vsingh@gofleet.com

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

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

6. List of Owners/Officers

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

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

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
Vishal Singh	CEO / CTO	50%
Gary Buckridan	Co-Founder	50%

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

DISCLOSURE OF RELATIONSHIP FORM

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

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No

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

Yes No

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

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

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

Vishal Singh

Vishal Singh

Signature

Print Name

CEO / CTO

October 5, 2022

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



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors
FROM: Kristina Swallow, P.E., Director
SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting
ITEM # 12: Amendment 01, Agreement 081-21-017, with AERO-GRAPHICS, INC., for continued aerial photography and aerial Light Detection And Ranging (LiDAR) services, statewide, Nevada.
– For possible action

Agreement No.:	081-21-017	Amendment No.:	01
Contractor:	Aero-Graphics, Inc.	Federal:	No
Original Amount:	\$250,000.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$250,000.00	Agreement Type:	Service Provider
Payable Amount:	\$500,000.00	Receivable Amount:	\$0.00
Start Date:	01/09/2023	End Date:	06/30/2025
Division:	Location	Division Head:	Shawn Howerton

Summary:

Amendment 1: Increase authority by \$250,000.00 from \$250,000.00 to \$500,000.00 and extend termination date from June 30, 2023, to June 30, 2025, due to increased demand for photogrammetric mapping throughout Nevada, requiring more aerial imagery and LiDAR for engineering projects.

Background:

Original Agreement: Executed 09/09/2021 to provide aerial photography and aerial LiDAR necessary for transportation planning, mapping, and engineering design at various times throughout the year. The goal of these flights is to acquire four-band aerial photography (Blue, Green, Red, Near-Infrared) of requested project areas, statewide. NV B/L#: NVD20111362670-R

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services
- C. Disclosure of Ownership/Principals and Relationships Form

Recommendation for Board Action:

Approve Agreement 081-21-017, Amendment 01, with AERO-GRAPHICS, INC., for continued aerial photography and aerial Light Detection And Ranging (LiDAR) services in the amount of \$250,000.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM

November 21, 2022

TO: Darin Tedford, Assistant Director
FROM: Bill Beck, Project Manager
SUBJECT: Negotiation Summary for Amendment to Agreement P081-21-017.

On 09/09/2021, NDOT entered into agreement 081-21-017 with Aero-Graphics, Inc. to perform Aerial Imagery Services.

The Scope of Services includes Aerial Imagery and LiDAR used for transportation planning, mapping, and engineering design.

Recent project demands for photogrammetric mapping throughout Nevada have increased, requiring more Aerial Imagery and LiDAR for Engineering projects. NDOT's current ability to provide Aerial Imagery and LiDAR are not sufficient for the amount of work and require increased vendor services to provide mapping for continuing engineering projects.

To accommodate this increase in scope, the total amount of the agreement must be increased by \$250,000.00.

This amendment adds two years to the agreement with a new end date of June 30, 2025.

The negotiations yielded the following:

1. The total negotiated cost for this Amendment, including direct labor, overhead, fee and direct expenses, will be \$250,000.00. The new total cost of this Agreement will be \$500,000.00.

SERVICE PROVIDER's Transportation Board representative:

- Mason Decker
- MDecker@aero-graphics.com
- (801) 487-3273

Reviewed and Approved:

DocuSigned by:

Assistant Director

Scope of Services

Aerial Photo Flights

The services consist of providing aerial photography for use in transportation planning, mapping, and engineering design.

Aerial Survey Camera Specifications:

The vendor shall use only large format digital aerial survey cameras vertically mounted in the aircraft to permit an unobstructed view in a mount designed to isolate the camera from aircraft vibration. The camera's angular vibration shall be reduced to such a level to have no significant detrimental effect on resolution. The viewing field shall be shielded from gases, oil, and air turbulence.

Camera Calibration:

The camera must be calibrated, tested, and certified by the camera manufacturer or by a calibration center, recognized internationally, or approved by the camera manufacturer. The certificate shall show camera has been calibrated within three (3) years of completion of the photography and must be supplied for each project.

Airborne Global Positioning System (ABGPS):

ABGPS Specifications to be met:

- The contractor shall use ABGPS techniques that provide high accuracy camera station coordinates.
- The ABGPS receiver shall be required to be dual-frequency, GNSS enabled, and capable of tracking both coarse acquisition (C/A) and pseudo-range satellite signal data. Satellite lock must be maintained throughout the flight. Ground base stations and aircraft receivers must be using the same satellite configuration. The accuracy of the antenna camera offset must be validated.
- When a Continuously Operating Reference Station (CORS) is not available near the project location, the DEPARTMENT will provide ground station receivers to be active during the entire flight mission. The receivers will be capable of tracking both C/A and P-code with dual-frequency (L1 and L2) and have multi-channel capability. This process will require direct coordination between the DEPARTMENT survey crew and the vendor's flight crew.
- The vendor shall post-process the airborne GPS data relative to simultaneous observations collected at fixed land-based reference stations. The contractor shall provide a complete report including the time stamp, relevant adjusted exterior orientation values, and corrected geodetic positions of the photo centers in the appropriate state plane zone based on the project location.

Atmospheric Conditions:

Aerial photography shall not be taken when the ground is obscured by haze, snow, smoke, dust, floodwaters, or environmental factors that may obscure ground detail. Clouds or shadows of clouds shall not appear in the project area. The application shall define the solar altitude, but it should not be less than thirty (30) degrees in general.

Photographic Requirements:

Aerial camera and aircraft shall have the ability to obtain Imagery at a ground sample distance (GSD) of four (4) cm per pixel or larger.

Forward overlap in the flight line shall average not less than 57% or more than 62% at the mean elevation of the terrain unless otherwise specified. Individual forward overlaps shall not be less than 55% or more than 68%, excepting the situation wherein a forward overlap in low elevation areas must exceed 68% to attain the minimum 55% forward overlap in adjacent regions of higher elevation.

Wherever there is a change in direction between two (2) flight lines (other than between adjacent parallel flight lines), junction areas between the adjoining flight lines shall be covered stereoscopically by both lines. Side Overlap between adjacent parallel flight lines shall be 30% +/- 10% at the mean elevation of the terrain. In addition, any point on the flight line as flown shall not deviate from the flight plan location by a distance greater than 10% of the width of coverage of the photograph.

Departures from flight heights required to produce the desired Ground Sample Distance (GSD) shall not exceed -2% or +5%. Changes in the aircraft course between successive overlapping photographs within a flight line shall not exceed three (3) degrees.

The combined effect of aircraft course corrections, crab and tilt shall result in an apparent crab not greater than 5 degrees on successive photographs.

All flight lines shall be completed in one complete pass and delivered as such. If a malfunction occurs within a flight line, the flight should be terminated and re-flown in its entirety such that Imagery will result in proper stereoscopic models without gross scale changes. Returning and "spot shooting" missing images is not acceptable.

Deliverable Products:

Digital Image Files:

The project images shall be provided as tiff tiled jpeg, compressed to approx. 120MB. The files shall be delivered to the DEPARTMENT by digital download, thumb drive, or portable hard drive.

Flight Log:

Each project shall be accompanied by a log containing the following data:

- Camera type and serial number
- Lens type, serial number, and calibrated focal length
- Filter type
- Date of flight
- Project name and flight number
- Last names of crew members
- Brief description of atmospheric conditions
- F-Stop
- Shutter speed
- Direction of flight
- Number of photos for each flight line
- Start and stop times
- Altitude of each flight line
- GSD
- Remarks – complete or incomplete flight line, rejections and reason, other unusual situations

Airborne GPS Data:

- A report including the timestamps as well as the corrected geodetic positions of the photo centers in the appropriate state plane zone based on the project location shall be provided. The final ABGPS data shall be in the same local coordinate system as the ground control.

Photogrammetric Aerotriangulation:

- If requested, services could include providing full Aero triangulation of aerial Imagery by the vendor.

- Aerial target will be set by the DEPARTMENT based on locations provided by the vendor to facilitate "Best Methods" of photogrammetry and possibly relocated in the field for safety, visibility, or physical access. The Photogrammetry Manager will determine actual final locations, considering safety, access, and geometric strength for the bundle solution. The DEPARTMENT will survey aerial targets and the survey values supplied to the vendor for use in the Aero triangulation. These will be in a local coordinate system that has been scaled locally. ABGPS will need to be scaled appropriately.
- Aero triangulation reports will be submitted by the vendor to the DEPARTMENT to include all data from the printout of the final adjustment. This will consist of Root Mean Square Error (RMSE) values on all ground control points, pass and tie points, parallax RMSE for the entire block adjustment. ABGPS block adjustment results will be included as well, including the "shift and drift" parameters.
- During the process of Aero triangulation, if any abnormal issues arise including but not limited to, ground control not fitting to tolerance or showing abnormal residuals compared to other ground control, ground control not visible, or ABGPS showing abnormal shifting to fit ground control, the vendor will contact the DEPARTMENT Photogrammetry Manager for a solution.
- Final Exterior Orientation data for all images will be delivered in a format compatible with DAT/EM Summit Evolution stereo viewing software.

Aerial LiDAR Flights

The services consist of providing aerial LiDAR for use in transportation planning, mapping and engineering design.

The contractor's aircraft, LiDAR unit, GPS antenna, IMU sensor and all other devices shall be installed and operated according to current FAA regulations and guidelines.

Aerial LiDAR System Specifications:

The LiDAR system shall be a full waveform LiDAR system operating above 200 kHz capable of collecting at least four (4) coordinate points from each laser pulse using 'multiple return' methods. Where the topography is such that multiple returns are derived from a laser pulse, the last return must be one of the recorded points. 'First return' only or "last return only" LiDAR systems shall not be permitted.

Swath Overlap: At least 50% side lap.

The LiDAR system shall store the laser intensity reading for each stored observation. The contractor shall utilize the intensity information during survey data processing.

The LiDAR system laser shall operate under eye-safe conditions at all times and shall have the self-checking capability to ensure this requirement. The LiDAR system shall conform to all applicable eye safety regulations.

All LiDAR-derived coordinates shall be three-dimensional and at a minimum ten (10) points per square meter (ppsm). This density shall be continuous across the entire project to allow the ability to develop detailed Digital Terrain Models (DTM) of the ground surface over the entire width of the surveyed corridor.

LiDAR Accuracies:

LiDAR data shall have an RMSE vertical accuracy of five (5) cm.

LiDAR Collection Conditions:

In general, surveys shall be completed in conditions that are snow-free, low water, leaf-off and no fog or smoke.

In instances of weather concerns, mechanical problems, flight planning, or any other event causing aerial survey activities to cease prematurely without collecting aerial survey data, the contractor shall re-survey the portion of the project in question at no additional cost to the DEPARTMENT.

DELIVERABLE PRODUCTS

Digital LiDAR Files:

Calibrated, classified (ground and non-ground) and colorized LiDAR point cloud data in .las format.

Flight Log:

Each project shall be accompanied by a log containing the following data:

- Project name.
- Sensor type and serial number.
- Date of flight.
- Last names of crew members.
- Brief description of atmospheric conditions.
- Direction of flight lines.
- Start and stop times.
- Altitude of each flight line.
- Remarks – complete or incomplete flight line, rejections and reason, other unusual situations.

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):

Aero-Graphics, Inc.

5. Corporate/Business Entity Street Address:

Street Address: 40 West Oakland Avenue	Website: www.aero-graphics.com
City, State and Zip Code: Salt Lake City, UT 84115	Point of Contact Name: Mason Decker
Telephone and Fax No. Tel: 801-487-3273 Fax: 801-487-3313	Email: mdecker@aero-graphics.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)
Kelly Francis	Co-President	50%
Casey Francis	Co-President	50%

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

DISCLOSURE OF RELATIONSHIP FORM

This section is not required for publicly-traded corporations

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No


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

Yes No

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

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

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



 Signature Mason Decker Print Name Mason Decker

 Title Project Manager Date 11/10/2022

For NDOT Use Only:

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

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

Notes/Comments:

Signature _____
 Print Name _____
 Authorized NDOT Representative



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors
FROM: Kristina Swallow, P.E., Director
SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting
ITEM # 13: Amendment 02, Agreement 413-19-016, with THE NARWHAL GROUP, for continued Intelligent Transportation System (ITS) maintenance, Elko, Humboldt, Pershing, Churchill, Lander, Eureka, White Pine, and Nye Counties, Nevada. – *For possible action*

Agreement No.:	413-19-016	Amendment No.:	02
Contractor:	The Narwhal Group	Federal:	No
Original Amount:	\$2,525,000.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$476,379.00	Agreement Type:	Service Provider
Payable Amount:	\$3,001,379.00	Receivable Amount:	\$0.00
Start Date:	01/09/2023	End Date:	12/31/2023
Division:	Traffic Operations	Division Head:	Rod Schilling

Summary:

Amendment 2: Increase authority by \$476,379.00 from \$2,525,000.00 to \$3,001,379.00 due to the need to repair six (6) flashing beacon “CHAINS OR SNOW TIRES REQUIRED” signs and perform preventative maintenance on District 3’s thirty-five (35) weather stations.

Amendment 1: Executed on January 31, 2020, to change agreement from a master agreement with task orders to a service agreement by removing all task order language to allow District 3 to administer using work orders. Additional time and funding are not anticipated.

Background:

Original Agreement: Executed August 19, 2019, for on-call maintenance and repair of Intelligent Transportation System (ITS) devices in District 3, Elko, Humboldt, Pershing, Churchill, Lander, Eureka, White Pine, and Nye Counties. NV B/L#: NVD20131182395-R

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services
- C. Disclosure of Ownership/Principals and Relationships Form

Recommendation for Board Action:

Approve Amendment 02, Agreement 413-19-016 with THE NARWHAL GROUP for continued Intelligent Transportation System (ITS) maintenance in the amount of \$476,379.00.

Prepared by:

Administrative Services Division





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

MEMORANDUM

November 17, 2022

TO: Jenica Keller, Assistant Director

THRU: Rodney Schilling, Chief Traffic Operations Engineer 

FROM: Jae Pullen, Project Manager 

SUBJECT: Negotiation Summary for Amendment 2 to Agreement P413-19-016

On August 19, 2019, NDOT entered into agreement P413-19-016 with The Narwhal Group to perform maintenance of the DEPARTMENT's growing intelligent transportation systems (ITS) infrastructure and associated electrical systems in District 3.

The Scope of Services includes locating, evaluating, and certifying proper functions; troubleshooting malfunctions; managing preventative maintenance; and repairing, removing, and replacing ITS and associated electrical systems. ITS includes but not limited to, electric message signs, CCTV cameras, flow detectors, ramp meters, weather information sites, wrong way driver systems, flashing beacons, fiber optic network.

Due to the need to repair six (6) flashing beacon "CHAINS OR SNOW TIRES REQUIRED" signs and perform preventative maintenance on District's thirty-five (35) weather stations, the total amount of the agreement must be increased by \$476,379.00.

The SERVICE PROVIDER's original estimate for this amendment was \$476,379.00.

The negotiations yielded the following:

1. There will be an additional 2,680 total man-hours allotted to this agreement.
3. The total negotiated cost for this Amendment will be \$476,379.00. The new total cost of this Agreement will be \$3,001,379.00.

SERVICE PROVIDER's Transportation Board representative(s):

- Jonny Turner
- jturner@narwhalgroup.com
- (801) 839-5131

Reviewed and Approved:

DocuSigned by:
Jenica Keller
D4A618F26D8B447...

11/17/2022

Assistant Director

ATTACHMENT A SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

3) Repair of Damage by Others or Force Majeure

- a. This contract will also provide, on an as needed basis, repair of ITS devices damaged by crashes or incidents. In a timely manner, SP shall repair any ITS field equipment that is damaged as a result of a crash or incident, this will include but is not limited to RWIS sites, DMS signs, CCTV cameras, flow detectors, loop detectors, ITS cabinets, HAR, flashing chain control signs, beacon signs, ramp meters, fiber optic network, fiber hut buildings, power systems, communication systems, solar power systems, roadway

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

- b. The Department will guarantee payment for repair/restoration of field assets. When there is a Responsible Party (RP), SP will be responsible to negotiate payment through the RP or its representative (e.g. insurance provider) for repair/restoration costs.
 - c. At the request of the Department, in order to facilitate the submittal of a single claim to the RP or its representative for all damages to the Department's assets, SP may be invoiced by the Department for all costs incurred by the Department associated with the incident, and SP will subsequently negotiate payment through the RP or its representative for all combined costs incurred by the Department and SP associated with the incident.
 - d. When there is no evident RP, or if the SP's good faith efforts do not secure payment through the RP or its representative within ninety (90) calendar days of invoice submittal to the RP, the Department will pay for any balance due to SP. Redundant amounts collected by SP after 90 days from the invoice date will be issued to the Department via credit against monthly invoicing.
- 4) SP's services defined herein will be provided for the Department's District (HQ Location). Additional work, including work outside of the district, may be added to this contract by task order with similar scope.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

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

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

2

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

Narwhal Met LLC (dba The Narwhal Group)

5. Corporate/Business Entity Street Address:

Street Address: 1950 S 900 W, N-1	Website: www.narwhalgroup.com
City, State and Zip Code: Salt Lake City, UT 84104	Point of Contact Name: Jonathan Turner
Telephone and Fax No. 801 839-5131	Email: jturner@narwhalgroup.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)
John Grant	Partner	33.3
Jonathan Turner	Partner	33.3
John Amidon	Partner	33.3

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

DISCLOSURE OF RELATIONSHIP FORM

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

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No

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

Yes No

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

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

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



John Grant

Signature

Print Name

Managing Partner

11/17/2022

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



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting

ITEM # 14: ABD 22-03 – Resolution of Abandonment of a portion of U-095-CL-091.230 XS7, a portion of LOT 1 in the "FARM & DURANGO COMMERCIAL CENTER", Clark County, Nevada. – *For possible action*

Summary:

This item asks the Board to adopt a resolution of abandonment of the Department’s easement interest in a vacant parcel of land that is no longer needed for highway purposes. The land to be abandoned, is identified as U-095-CL-091.230 XS7 in Clark County, Nevada, (*See Attachment A*). The parcel of land consists of approximately 28,473 square feet (0.65 acres) of vacant land. (*See Attachment B*)

Background:

On May 29, 1990, the State was granted an easement by the Bureau of Land Management. There was no cost associated with the grant. Since the Department’s easement was granted, the land in this area has been patented out to private ownership.

On June 23, 2022, Elizabeth M. Sorokac, Esq., representing Farm and Durango Investors, LLC, the current underlying Fee holder, contacted the Department to request the Department vacate its easement impacting her clients property. (*See Attachment E*)

Analysis:

The Surplus Property Committee reviewed the abandonment request and considered all relevant factors, appropriate provisions of NRS 408 and future needs, and concluded that the abandonment of this easement is in the best interest of the State.

The abandonment of the Department’s easement interests of parcel U-095-CL-091.230 XS7 is in accordance with NRS 408.523, pertinent portions are below. The full text of NRS 408.523 is included in *Attachment D*.

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

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

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

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

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

...

List of Attachment(s):

- A. Location Map
- B. Resolution of Abandonment with attached Exhibits
- C. Environmental Clearance
- D. NRS 408.523
- E. Abandonment Request

Recommendation for Board Action:

Approve Resolution of Abandonment of a portion of U-095-CL-091.230 XS7.

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP



ABD 22-03

DESCRIPTION: Durango at US-95
In the City of Las Vegas, County of Clark, State of Nevada

300

Ptn. of APN: 125-17-613-001
Control Section: CL-17
Route: US-95
Project: QF-095-2(12)
E.A.: 71175
Ptn. of Parcel: U-095-CL-091.230
Ptn. of BLM Application No.: N46063
Surplus No.: ABD 22-03
Surplus Parcel: U-095-CL-091.230 XS7

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

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

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, presently holds an easement interest for all of that certain right-of-way for US-95 extending from Highway Engineer's Station "XN" 288+21.72 P.O.T. to Highway Engineer's Station "XN" 290+74.83 P.O.T.; and

WHEREAS, said right-of-way is described as Parcel U-095-CL-091.230 XS7 on Exhibit "A", and delineated and identified on EXHIBIT "B", attached hereto and made a part hereof; and

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

WHEREAS, a portion of said right-of-way is of no further contemplated use by the Department, due to that certain portion of US-95 being superseded by being in excess of the needs of the Department.

THEREFORE, it is hereby determined by the Board of Directors of the Nevada Department of Transportation of the State of Nevada, that the following described right-of-way and incidents thereto, being all that land described as Parcel U-095-CL-091.230 XS7 on Exhibit "A", and delineated and identified on EXHIBIT "B", attached hereto and made a part hereof, is hereby abandoned.

It is the intent of the Department of Transportation to abandon that portion of US-95, described as Parcel U-095-CL-091.230 XS7 on Exhibit "A", and delineated and identified on EXHIBIT "B", 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

Lori M. Story
Senior Deputy Attorney General
Acting on Behalf of Chief Dennis Gallagher

Governor Joe Lombardo
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

Ptn. of APN: 125-17-613-001
 Project: QF-095-2(12)
 E.A.: 71175
 Ptn. of BLM Application No.: N46063
 Parcel: U-095-CL-091.230 XS7

Situate, lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion of Govt. Lot 7 within Section 17, T. 19 S., R. 60 E., M.D.M., and further described as being a portion of LOT 1 on that certain FINAL MAP OF "FARM & DURANGO COMMERCIAL CENTER" filed for record on November 17, 2016, as Instrument No. 1971, File 152, Page 84 of Plats, Official Records Book No. 20161117, Clark County, Nevada Records and more fully described by metes and bounds as follows:

BEGINNING at a point on the right or northeasterly right-of-way line of US-95, 509.00 feet right of and at right angles to the centerline of US-95 at Highway Engineer's Station "XN" 289+90.85 P.O.T., said point of beginning further described as bearing S. 89°54'58" E., a distance of 1,047.70 feet from a 1 INCH ALCAP stamped "VTN PLS9047", shown and delineated as a "FOUND 1 1/2" ALUMINUM CAP STAMPED "PLS 9047" " on said FINAL MAP, accepted as being the center quarter corner of said Section 17;

thence along said northeasterly right-of-way line, from a tangent which bears N. 20°13'50" W., curving to the right, with a radius of 70.00 feet, through an angle of 59°12'23", an arc distance of 72.33 feet;

thence N. 38°58'33" E., continuing along said right-of-way line, a distance of 144.61 feet;

thence S. 44°56'18" E., a distance of 255.80 feet to the south line of said Govt. Lot 7;

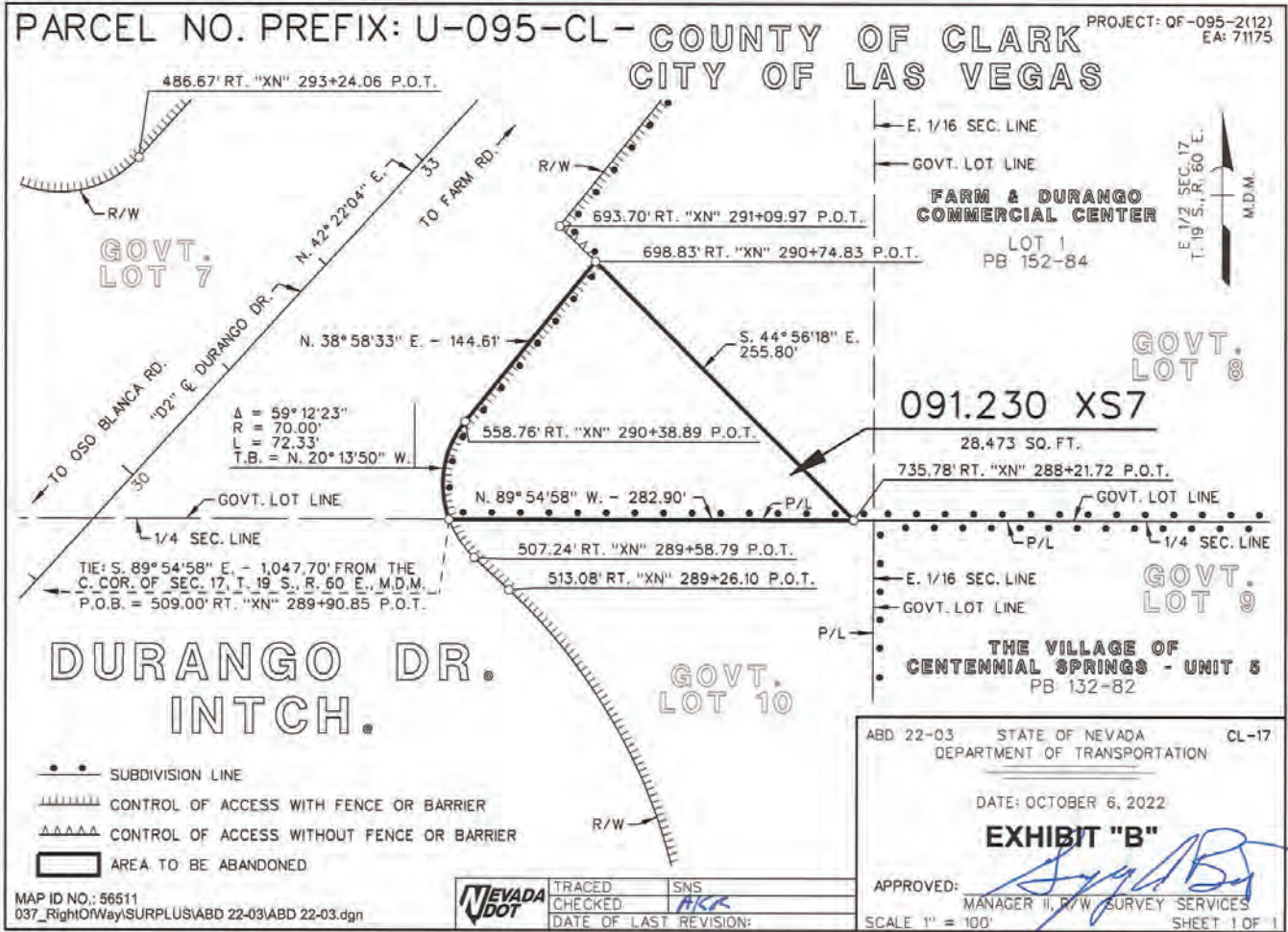
thence N. 89°54'58" W., along said south line, a distance of 282.90 feet to the point of beginning.

Said parcel contains an area of 28,473 square feet (0.65 acres).

The above-described parcel shall have no access in and to said US-95.

SUBJECT TO any and all 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.





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

MEMORANDUM

Environmental Division

November 17, 2022

To: Project File
From: Christopher Young, Chief, Environmental Services Program
Subject: Programmatic Categorical Exclusion and Checklist
Surplus No.: ABD 22-03
Project No.: QF-095-2(12)
PIN: 71175
Parcel Number: U-095-CL-091.230 XS7
Description: Disposal of a parcel located in the SE Quarter of the US-95 & Durango Interchange SEC 17, T. 19 S., R. 60 E., M.D.M., in the City of Las Vegas, Clark County

This action does not induce significant impacts to planned growth or land use for the area; does not require the relocation of significant numbers of people; does not have a significant impact on any natural, cultural, recreational, historic or other resources; does not involve significant air, noise, or water quality impacts; does not have significant impacts on travel patterns; or does not otherwise, either individually or cumulatively, have any significant environmental impacts.

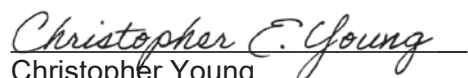
This project qualifies as a Programmatic Categorical Exclusion (PCE) under the Programmatic Agreement (PA) completed between the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA), effective February 15, 2022. Further approval by FHWA is not required. Information and documentation are preserved in the project administrative record.

Map in project E-file

Programmatic Categorical Exclusion Checklist 23 CFR 771.117		
Section I. THRESHOLD QUESTION		
Does the project involve unusual circumstances as described in 23 CFR §771.117(b)?		No
<i>If YES, FHWA shall be consulted. The project may not qualify as a Categorical Exclusion and environmental studies may be needed to determine the proper classification.</i>		
If NO, continue to Section II.		
Section II. PROGRAMMATIC CATEGORICAL EXCLUSION (PCE)		
The project action is listed in 23 CFR 771.117 (c)		N/A
The project action is listed in 23 CFR 771.117 (d)		6
The project action is listed in 23 CFR 771.117 (e)		N/A
Does the project contain actions described in paragraphs (c)(26), (c)(27), (c)(28) that meet paragraph (e) of this section? If yes, coordinate a FACE with FHWA.		No
Does the project exceed the thresholds outlined in the current Programmatic Agreement between the Federal Highway Administration (FHWA) and Nevada Department of Transportation?		No
Section III. CE PA THRESHOLD CRITERIA Section IV(A)(1)(b)		
i.	Involves acquisitions of more than a minor amount of right-of-way. Acquisition of right-of-way shall be examined in the context and intensity of the project and setting. It may be that amount right-of-way that may produce an adverse effect or other non-desirable result in comparison to the project.	No
ii.	Involves acquisitions that result in any residential or non-residential displacements.	No
iii.	Results in capacity expansion of a roadway by the addition of through lanes.	No
iv.	Involves the construction of temporary access, or the closure of existing road, bridge, or ramps, that would result in major traffic disruptions as defined in the CE PA	No
v.	Involves changes in access control that adversely affect traffic patterns as defined in the CE PA.	No
vi.	Results in a determination of adverse effect on historic properties pursuant to Section 106 the National Historic Preservation Act.	No
vii.	Requires the use of properties protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. 303) that cannot be documented with an FHWA <i>de minimis</i> determination, or a programmatic Section 4(f) evaluation other than the programmatic evaluation for the use of historic bridges.	No
viii.	Requires the acquisition of lands under the protection of Section 6(f) as described in the CE PA.	No
ix.	Requires a U.S. Army Corps of Engineers Section 404 permit other than a Nationwide Permit or a General Permit.	No

x.	Requires a U.S. Coast Guard bridge permit.	No
xi.	Requires work encroaching on a regulatory floodway or work affecting the base floodplain (100-year flood) elevations of a water course or lake, pursuant to Executive Order 11988 and 23 CFR §650 subpart A.	No
xii.	Requires construction in, across, or adjacent to a river designated as a component of, or proposed for inclusion in, the National System of Wild and Scenic Rivers published by the U.S. Department of the Interior/U.S. Department of Agriculture.	No
xiii.	Is defined as a "Type I project" per 23 CFR 772.5	No
xiv.	May adversely affect federally listed or candidate species, or proposed or designated critical habitat or projects with impacts subject to the conditions of the Bald and Golden Eagle Protection Act (Excluding Mojave desert tortoise which is addressed in the 2022 USFWS Programmatic Biological Opinion and its appended actions)	No
xv.	Involves properties with recognized environmental conditions (REC), previous land uses with potential for such, or potential for such to remain in the right-of-way.	No
xvi.	Has an adverse effect on minority and/or low-income populations.	No
xvii.	Includes acquisition of land for hardship or protective purposes, or early acquisition pursuant to Federal acquisition project [23 U.S.C. 108(d)]	No
xviii.	Does not conform to the State Implementation Plan (SIP) which is approved or promulgated by the U.S. Environmental Protection Agency in air quality non-attainment areas.	No
xix.	Is not included in or is inconsistent with the statewide transportation improvement program (STIP), and in applicable urbanized areas, the transportation improvement program (TIP)	No
<p>This project has been reviewed, qualifies as a PCE, and does not exceed the thresholds outlined in the current Programmatic Agreement between the Federal Highway Administration (FHWA) and Nevada Department of Transportation (NDOT) that would necessitate issuing a Categorical Exclusion for FHWA approval (FACE). The necessary action and documentation will be kept in the project file. Contact NDOT Environmental Division for assistance.)</p>		

Approved


 Christopher Young
 Chief, Environmental Services Program

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

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

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

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

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

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



Elizabeth M. Sorokac, Esq.
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 Cell: (702) 245-5075

Colton T. Loretz, Esq.
 Email: cloretz@rsnvlaw.com

8965 South Eastern Avenue, Suite 382
 Las Vegas, Nevada 89123
 Office: (702) 727-6258

June 23, 2022

Via E-mail: equick@dot.nv.gov

Elyse Quick, Chairperson
 Nevada Department of Transportation Surplus Property Committee
 1263 S Stewart Street
 Carson City, Nevada 89712

Via E-mail: gbigby@dot.nv.gov

Gregory Bigby, Manager II of Right-of-Way Survey Services
 Vice Chairperson, Nevada Department of Transportation Surplus Property Committee
 1263 S Stewart Street
 Carson City, Nevada 89712

Re: ***Southeast corner of Farm Road and Durango Drive, Las Vegas, Nevada—APN 125-17-613-001¹ ("Property")
 Request for Relinquishment and Vacation of NDOT Easement affecting the Property***

Dear Nevada Department of Transportation Surplus Property Committee:

This office represents Farm and Durango Investors LLC, a Nevada limited liability company ("F&D"), who is the owner of the Property. An aerial of the Property is included as Attachment 1 to this letter. The Property is also referred to herein as the Farm & Durango Commercial Center.

¹ The Subject Parcel was previously known as APN 125-17-702-001. The current APN for the Property is 125-17-613-001.



There exists that certain easement on a portion of the Property, which is an "NDOT right-of-way easement" (the "NDOT Easement"). More specifically, the NDOT Easement is located on the currently undeveloped portion of the Property, which is immediately east of and adjacent to the US 95 North Durango Drive Interchange ("Subject Parcel"). The Subject Parcel is also part of what is referred to as NDOT Parcel U-095-CL-091.230. Attachment 2 to this letter is an aerial depicting the Subject Parcel and it includes a reference to the NDOT parcel.

The following attachments provide additional background and information regarding the NDOT Easement blanketing the Subject Parcel:

1. Attachment 3 is the 1990 Highway Easement Deed ("1990 Highway Easement Deed") that created the NDOT Easement. It was recorded on the Subject Property on June 22, 1990, as Instrument 1101 in Book 900622. *See* pages 9-10, 26-29 and 38 of the 1990 Highway Easement Deed. Attachment 3 also includes the 2000 Resolution of Abandonment of a Portion of State Highway Right-of-Way modifying the 1990 Highway Easement Deed to eliminate the frontage road upon the completion of the US 95 North Durango Drive Interchange; and
2. Attachment 4 is the 2016 Final Map of the Farm & Durango Commercial Center. The existing NDOT right-of-way easement is labeled and identified in Note 2 on page 3 of the Final Map. A zoomed in portion of the Final Map detailing the existing NDOT right-of-way easement and highlighting Note 2 of the Final Map is included with this Attachment.

This is a request for NDOT to relinquish and vacate the NDOT Easement based on the following facts:

1. The NDOT Easement is not currently being used;
2. There is no plan to use the NDOT Easement in the future; and
3. There is precedence for this request.

The construction of the US95 North Durango Drive Interchange has been completed and the NDOT Easement is not currently being utilized. The NDOT right-of-way plans show there is no plan to utilize the NDOT Easement in the future – *see* Attachment 5. Further, there is precedence for the relinquishment and vacation of the NDOT Easement. NDOT recently relinquished and vacated its easement(s) on property directly adjacent to the Subject Parcel on the same bases set forth above. Accordingly, F&D respectfully requests that the Nevada Department of Transportation Surplus Property Committee grant this request for the relinquishment and vacation of the NDOT Easement so the rights given to NDOT revert to F&D.



Elyse Quick, Chairperson
Gregory Bigby, Vice Chairperson
Nevada Department of Transportation
Surplus Property Committee
June 23, 2022
Page 3

If you have any questions or need more information regarding this request, please contact me at (702) 727-6258 or (702) 245-5075 or via email at esorokac@rsnvlaw.com. I am glad to provide any further assistance necessary to complete this matter.

Sincerely,

REISMAN·SOROKAC

A handwritten signature in cursive script that reads "Elizabeth M. Sorokac".

Elizabeth M. Sorokac, Esq.

cc: Farm and Durango Investors LLC – owner of the Subject Parcel

Attachments 1-5



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting

ITEM # 15: SUR 19-16 – Disposal of portions of Starr Avenue between Dean Martin Drive and Las Vegas Boulevard, Clark County, Nevada. – *Informational item only*

Summary:

This item is presented to inform the Board of disposals of portions of the Department's right-of-way pursuant to an Interlocal Agreement with Clark County. These parcels of land are located at the intersection of Dean Martin Drive and Starr Avenue and along Starr Avenue between Interstate 15 and Las Vegas Boulevard. Between March and May of 2017, the State acquired portions of land from multiple owners for highway purposes as part of Project DE-015-1(150), E.A. 73687 (Starr Avenue interchange). The portions to be transferred are designated as multiple parcel numbers on the attached Right-of-Way plans labeled Exhibit "B".

Background:

The Department entered into an Interlocal Agreement with Clark County (Agreement Number NM281-17-110) on October 10th, 2018, for EA 73687 Starr Interchange. In this Agreement, the Department agreed to acquire all right-of-way, permanent easements and temporary easements required for the project. Upon completion, the Department then agreed to deed to the county portions of the Starr Avenue right-of-way outside Interstate 15 control-of-access. The areas of right-of-way to be transferred to the county are depicted in Exhibit "A" of the Interlocal Agreement.

Analysis:

On October 11, 2022, the Surplus Property Committee reviewed the Interlocal Agreement and considered all relevant factors including the appropriate provisions of NRS 408 and future needs of the Department. The Committee concluded that the disposal of these parcels, in accordance with the executed Interlocal Agreement, is in the best interest of the State.

NRS 277.180 allows for any public agency to contract with any one or more other public agencies to perform any governmental service or undertaking which any of the public agencies entering into said contract is authorized by law to perform.

NRS 277.180 Interlocal contracts.

1. *Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform...*

This disposal is being presented to the Board as an informational item to make the Board aware that the Department is satisfying its conditions in accordance to the Interlocal Agreement.

List of Attachment(s):

- A. Location Map
- B. Right-of-Way plans
- C. Environmental Approval
- D. FHWA Approval
- E. Interlocal Agreement between the Department and Clark County (Agreement No. NM281-17-10)
- F. NRS 277.180

Recommendation for Board Action:

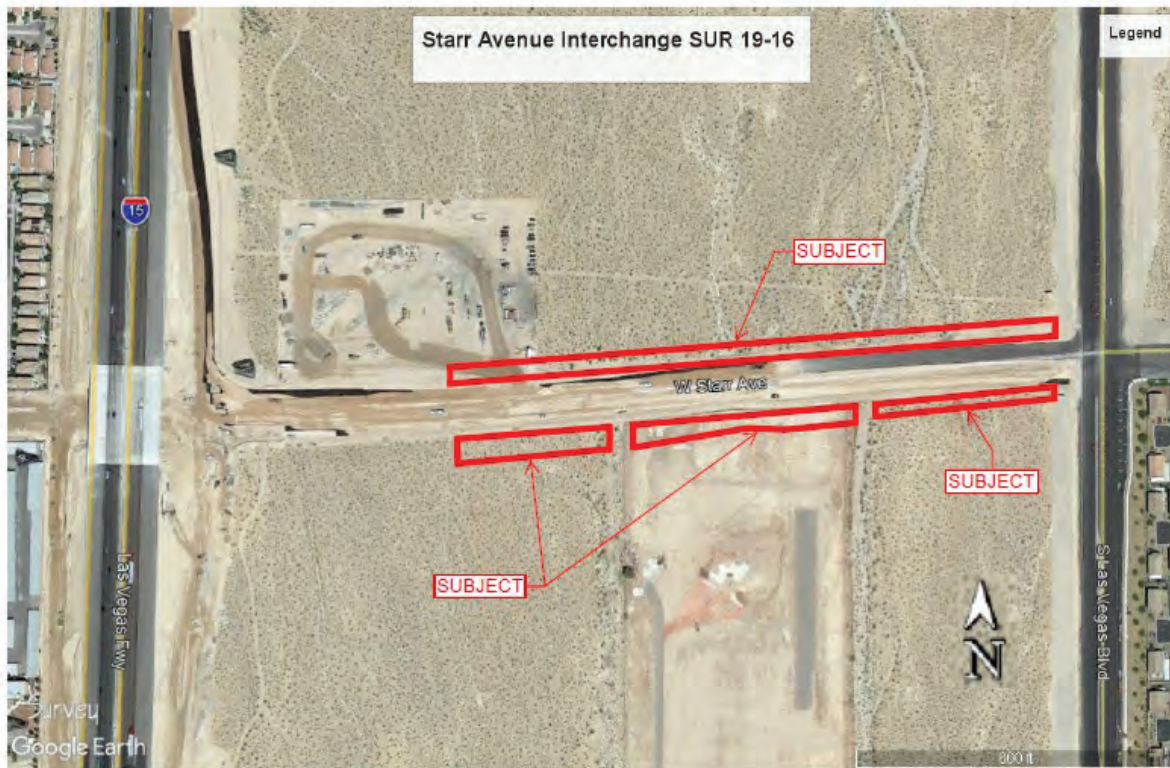
Informational item only

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP

ATTACHMENT A



SUR 19-16

DESCRIPTION: Parcels of land along Starr Avenue between Las Vegas Blvd. S. and Dean Martin Dr. in the County of Clark, State of Nevada

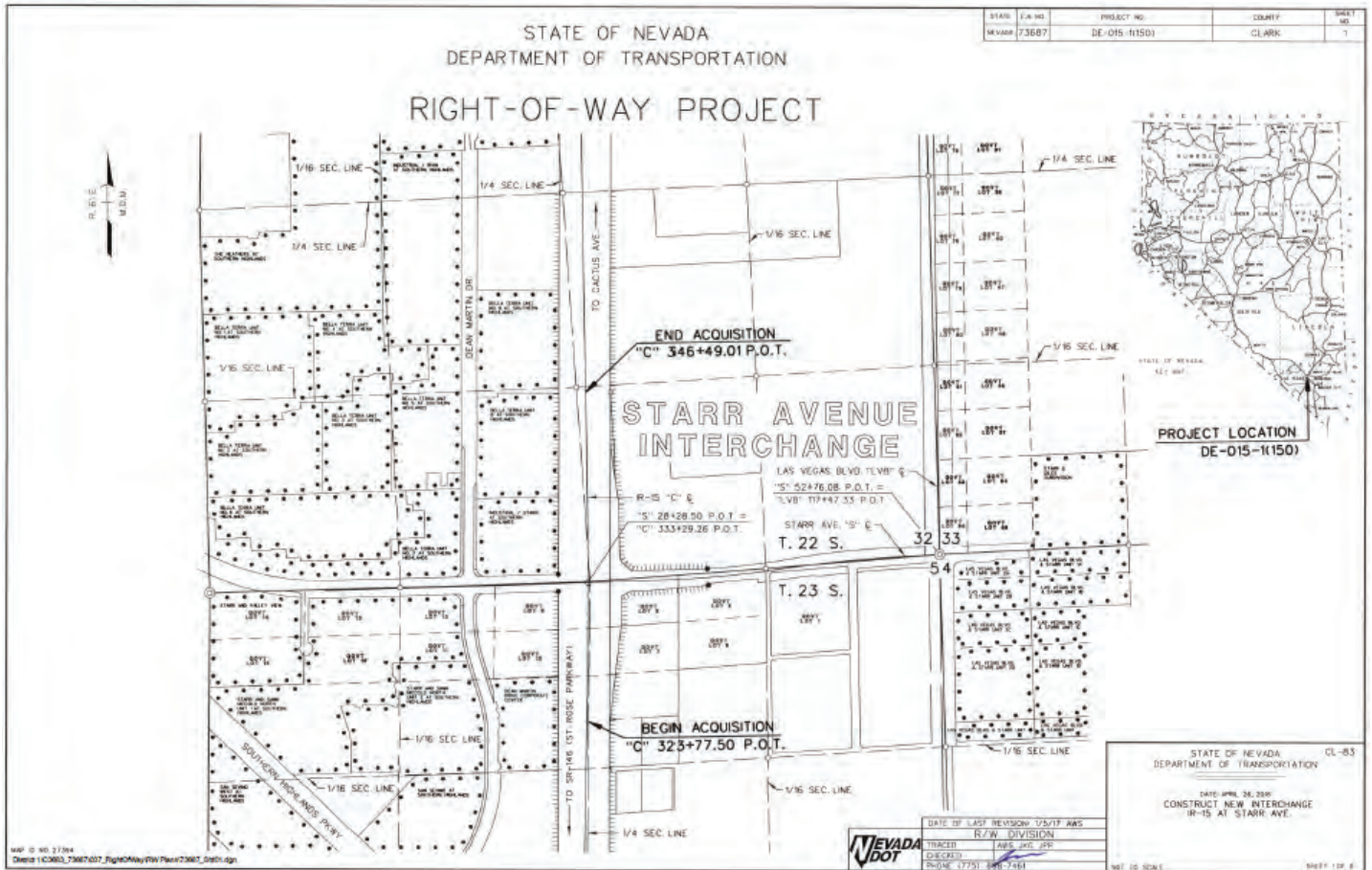
LOCATION MAP (continued)

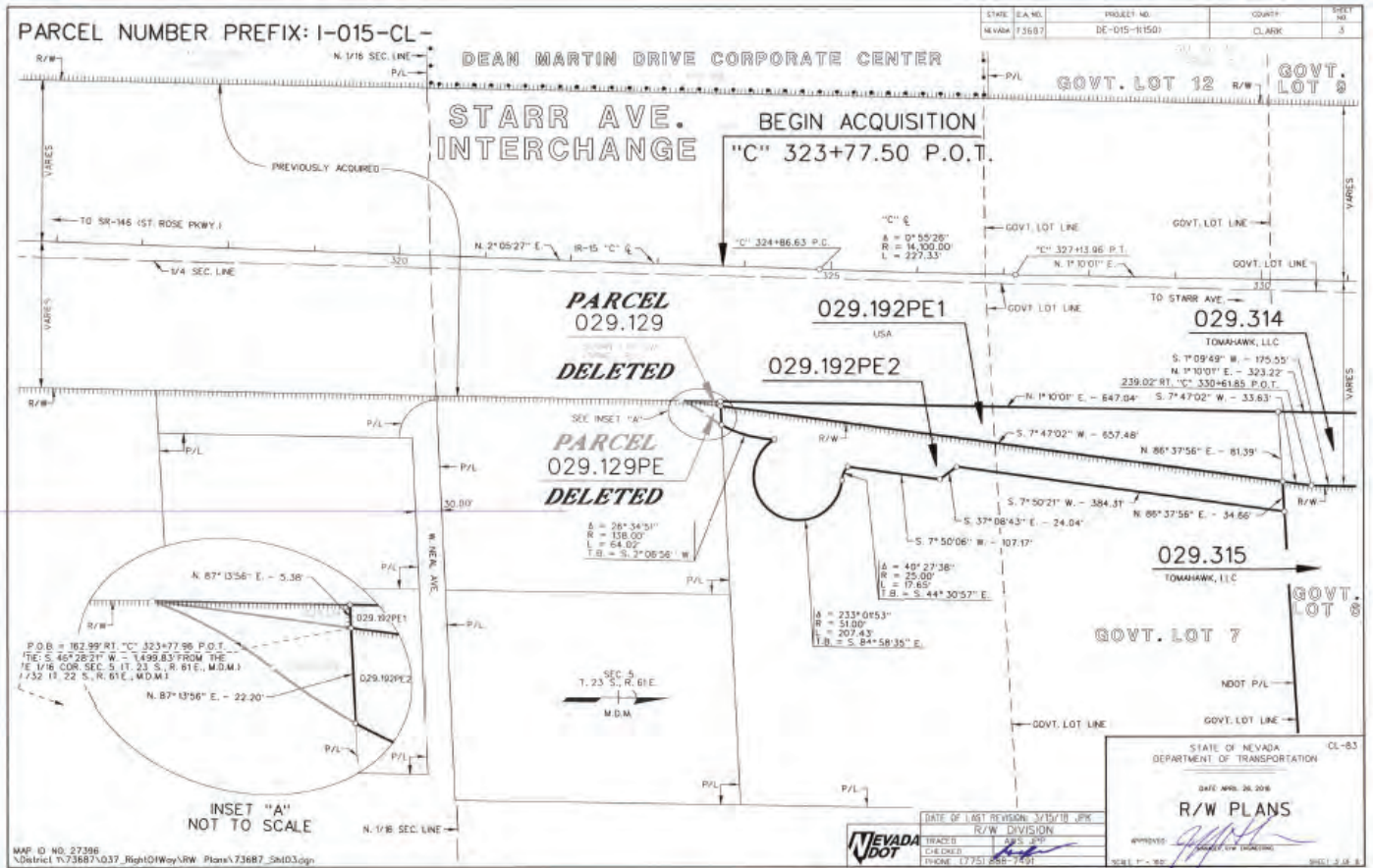
ATTACHMENT A



SUR 19-16

DESCRIPTION: Parcels of land along Starr Avenue between Las Vegas Blvd. S. and Dean Martin Dr. in the County of Clark, State of Nevada

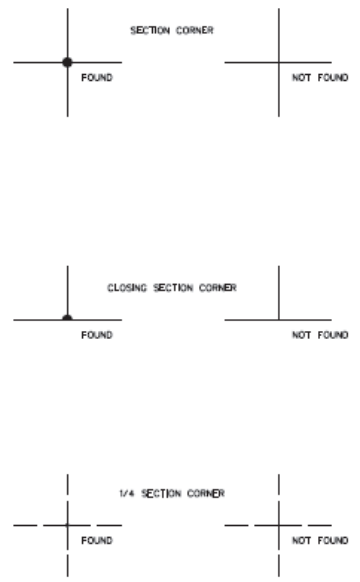




LEGEND OF RIGHT-OF-WAY SYMBOLS

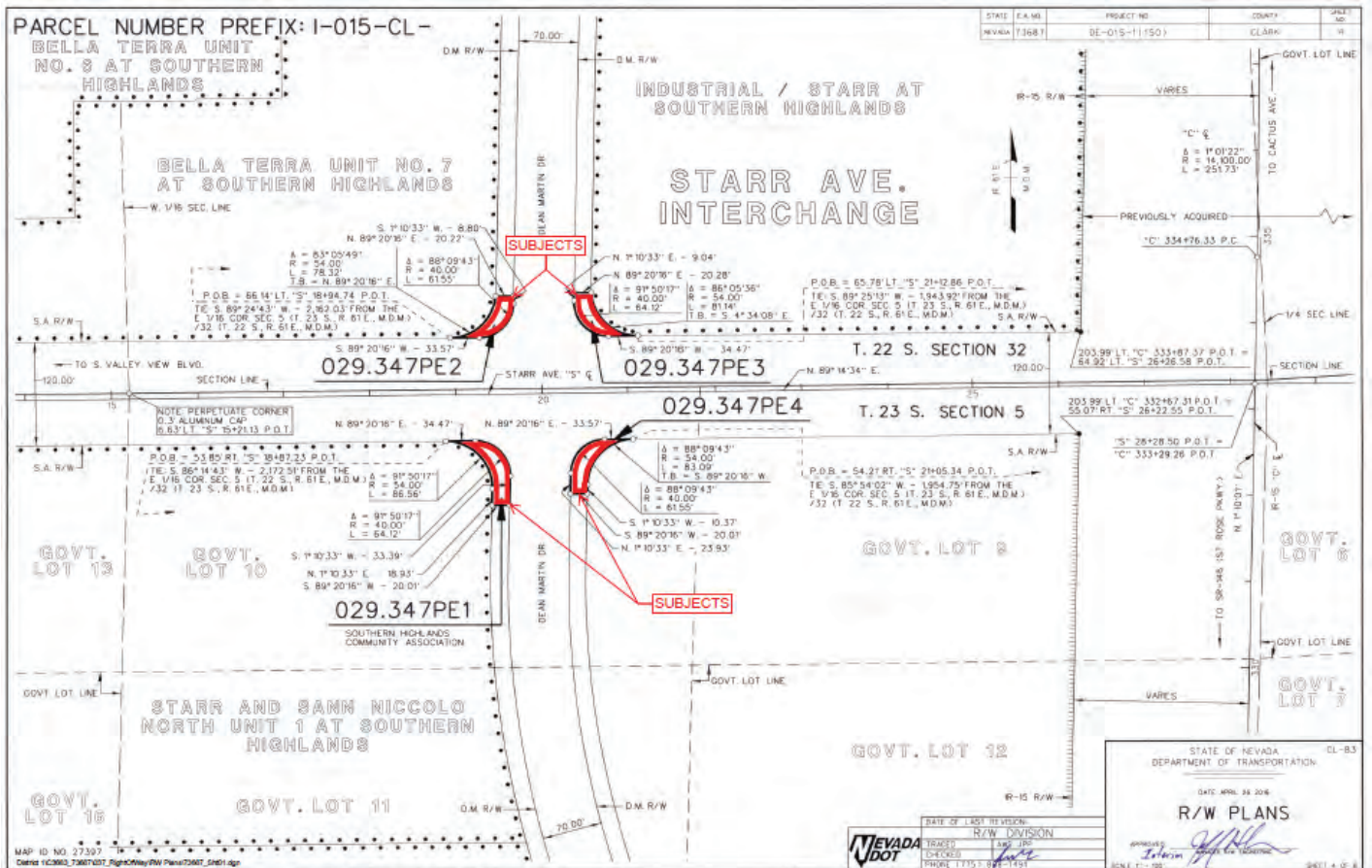
- C/A CONTROL OF ACCESS
- CL CENTERLINE
- C/P PERMISSION TO CONSTRUCT
- Δ DELTA
- L ARC LENGTH
- LT. LEFT
- P.C. POINT OF CURVATURE
- P.C.C. POINT OF COMPOUND CURVATURE
- PE PERMANENT EASEMENT
- P/L PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT ON CURVE
- P.O.E. POINT OF ENDING
- P.O.T. POINT ON TANGENT
- P.R.C. POINT OF REVERSE CURVATURE
- P.T. POINT OF TANGENCY
- R RADIUS
- REM. REMANDER
- RT. RIGHT
- R/W RIGHT-OF-WAY
- TE TEMPORARY EASEMENT

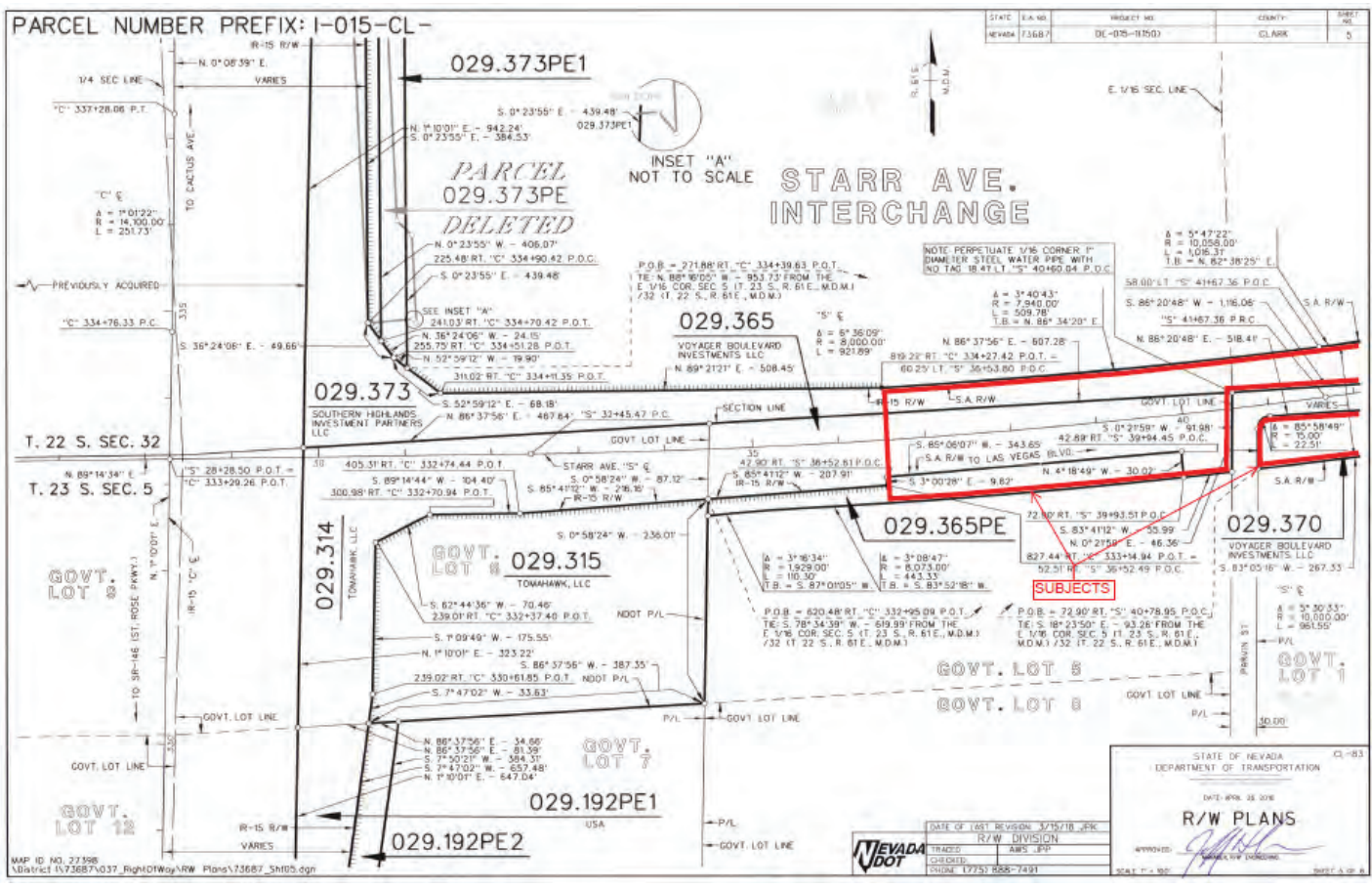
	CONTROL OF ACCESS WITH FENCE OR BARRIER. TICKS FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A ON THE R/W LINE. TICKS FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W.
	CONTROL OF ACCESS WITHOUT A FENCE OR BARRIER. "DRAGONS' TEETH" FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A ON THE R/W LINE. "DRAGONS' TEETH" FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W.
	LOCATION AT WHICH ACCESS TO THE FREEWAY IS PERMITTED BY THE STATE
	SUBDIVISION BOUNDARY
	RESERVATION OR PARK BOUNDARY
	STATE LINE
	COUNTY LINE
	CITY OR TOWN LIMITS
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	1/64 SECTION LINE
	1/256 SECTION LINE
	FENCE LINE

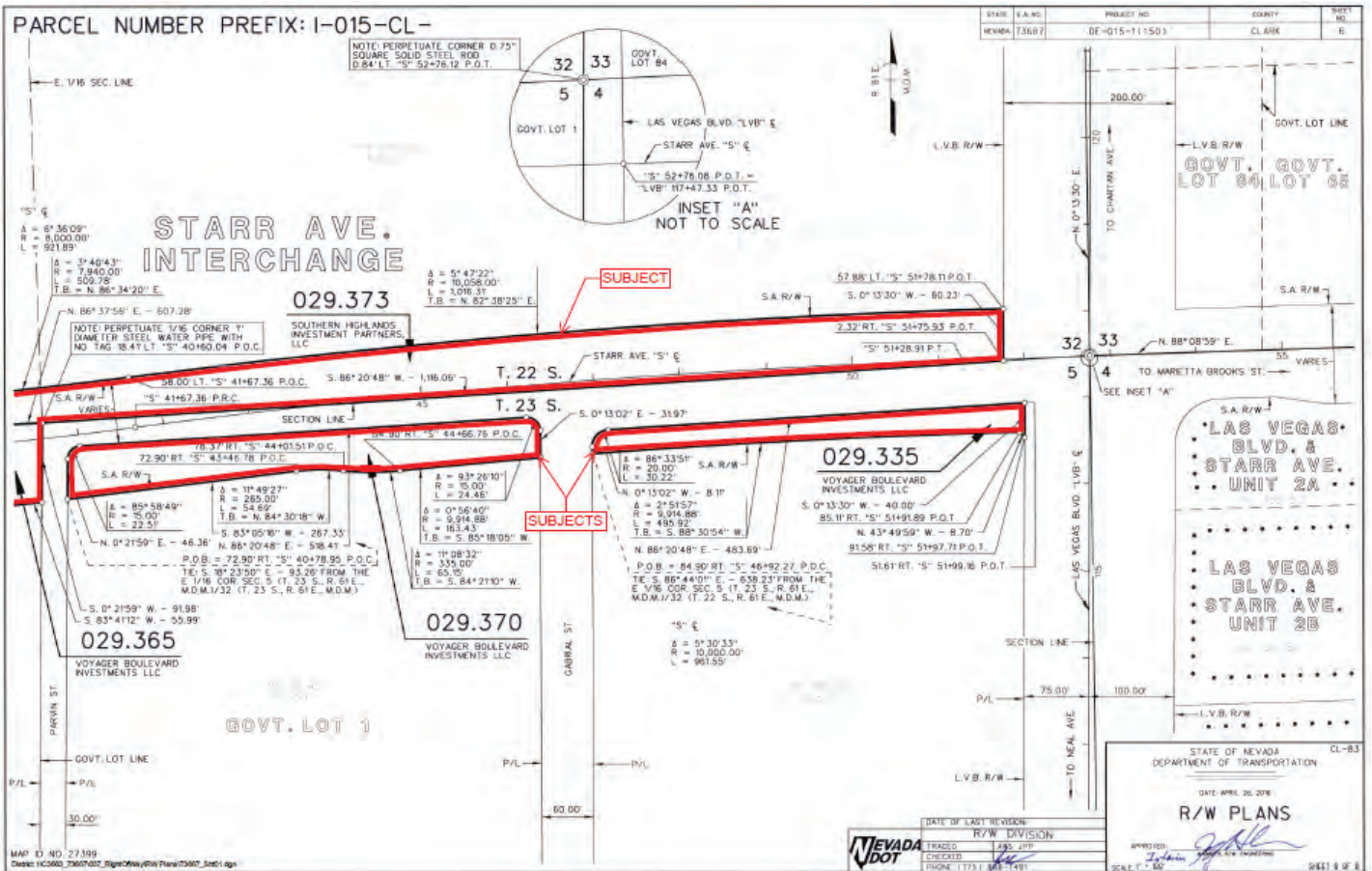


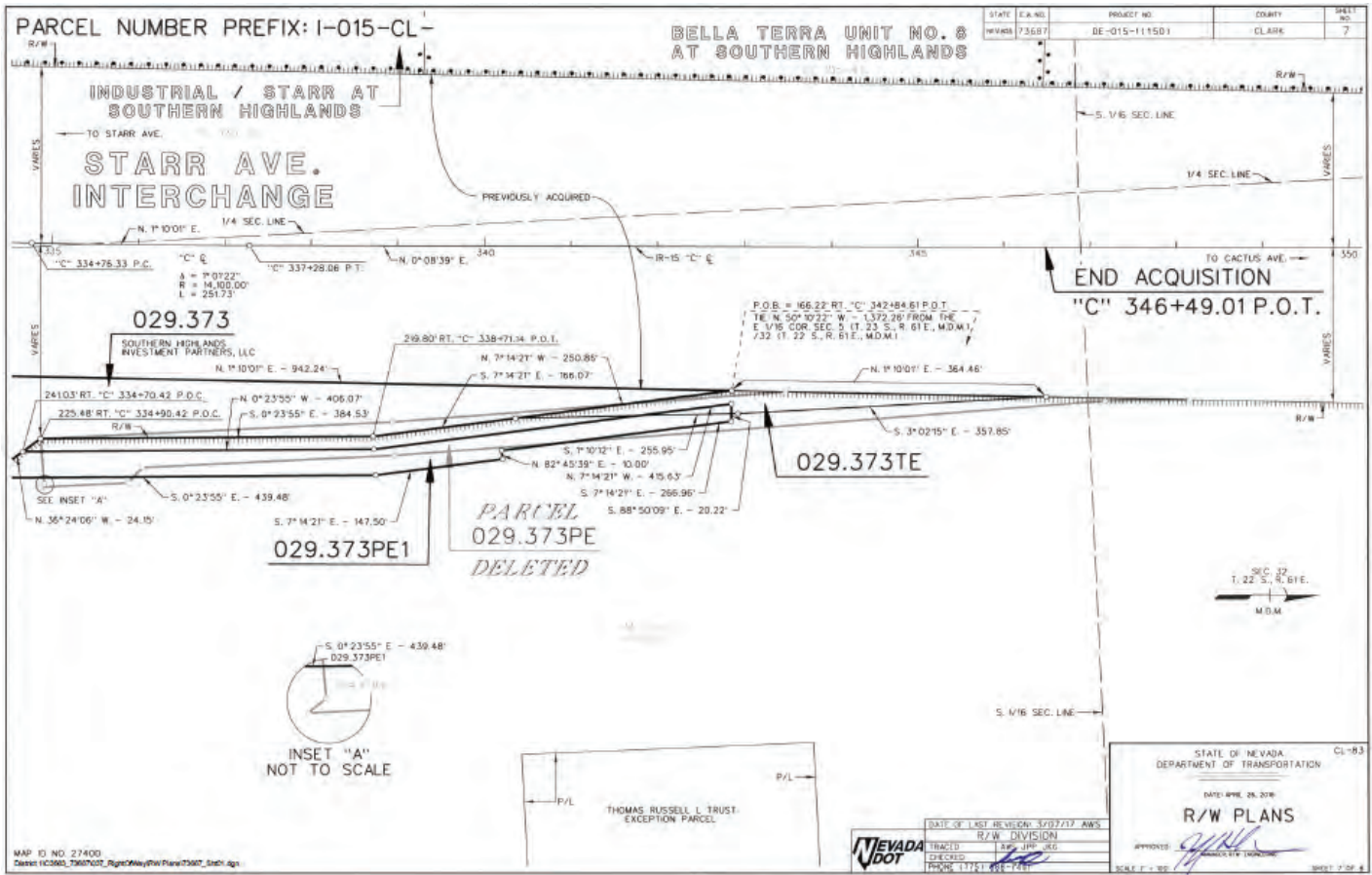
STATE OF NEVADA CL-83
 DEPARTMENT OF TRANSPORTATION
 DATE: APRIL 26, 2016
R/W PLANS

MAP ID NO. 27389
 \District 1\73887\037_RightOfWay\RW_Plane\73887_S1102.dgn









ATTACHMENT B

PROPERTY SCHEDULE													PROJECT NO.	E.A. NO.	COUNTY	SHEET NO.
STATE OF NEVADA DEPT. OF TRANSPORTATION													DE-015-1(150)	73687	CLARK	8
PARCEL NO.	GRANTOR	GROSS AREA OF ACQSN.	R/W AREA	EXCESS AREA	REMAINDER		ACQUISITION DATA			SURPLUS LAND DATA				REMARKS		
					LT.	RT.	INST. OR DOC.	BK. PG.	DATE TYPE	AREA.	INST. OR DOC.	BK. PG.	DATE TYPE			
029.129	SUSAN LANTOW LIVING TRUST	123	123			73.951								PARCEL DELETED PER MEMO DATED OCT. 18, 2016		
029.129PE	SUSAN LANTOW LIVING TRUST	462												PARCEL DELETED PER MEMO DATED OCT. 16, 2016		
029.192PE1	USA	27,989	27,989					20170627-0001168		5/27/2017				CONSTRUCT AND MAINTAIN ROADWAY & DRAINAGE IMPROVEMENTS		
029.192PE2	USA	31,535	31,535					20170627-0001168		5/27/2017				CONSTRUCT AND MAINTAIN ROADWAY & DRAINAGE IMPROVEMENTS		
029.314	TOMAHAWK, LLC	61,963	61,963					20180424-0002198		04/24/18						
029.314PE	TOMAHAWK, LLC	14,850						20180424-0002198		04/24/18				PE IS NULL & VOID (SEE PARCEL 029.315)		
029.315	TOMAHAWK, LLC	2.04 AC.	2.04 AC.					20180405-0000589		04/05/18				PARCEL CREATED PER LEGAL SETTLEMENT		
029.335	VOYAGER BOULEVARD INVESTMENTS LLC	14,052	14,052			13.93 AC.		20170511-0002651		5/11/2017						
029.347PE1	SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION	1,798	1,798					20180531-0001265		5/31/18				CONSTRUCT AND MAINTAIN STREET LIGHTING & SIDEWALK IMPROVEMENTS		
029.347PE2	SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION	1,212	1,212					20180531-0001265		5/31/18				CONSTRUCT AND MAINTAIN STREET LIGHTING & SIDEWALK IMPROVEMENTS		
029.347PE3	SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION	1,310	1,310					20180531-0001265		5/31/18				CONSTRUCT AND MAINTAIN STREET LIGHTING & SIDEWALK IMPROVEMENTS		
029.347PE4	SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION	1,515	1,515					20180531-0001265		5/31/18				CONSTRUCT AND MAINTAIN STREET LIGHTING & SIDEWALK IMPROVEMENTS		
029.355	VOYAGER BOULEVARD INVESTMENTS LLC	46,733	46,733			5.08 AC.		20170511-0002652		5/11/2017						
029.355PE	VOYAGER BOULEVARD INVESTMENTS LLC	14,738	14,738					20170511-0002653		5/11/2017				CONSTRUCT AND MAINTAIN DRAINAGE IMPROVEMENTS		
029.370	VOYAGER BOULEVARD INVESTMENTS LLC	27,817	27,817			6.55 AC.		20170511-0002651		5/11/2017						
029.373	SOUTHERN HIGHLANDS INVESTMENT PARTNERS, LLC	3.61 AC.	3.61 AC.			106.02 AC.		20170410-0001519		4/10/2017						
029.373PE	SOUTHERN HIGHLANDS INVESTMENT PARTNERS, LLC	43,375												PARCEL DELETED PER MEMO DATED OCT. 18, 2016		
029.373PE1	SOUTHERN HIGHLANDS INVESTMENT PARTNERS, LLC	22,521						20170620-0001944		6/20/2017				UTILITY PURPOSES: UTILITY RELOCATION EASEMENT (GIFT DEED) *1		
029.373TE	SOUTHERN HIGHLANDS INVESTMENT PARTNERS, LLC	5,175						20170410-0001520		4/10/2017				CONSTRUCT DETOUR ROAD EASEMENT TERMINATES 5/30/2018		

*1 SEE GRANT OF EASEMENT TO NV ENERGY, INST # 20171205-0000259

STATE OF NEVADA
DEPT. OF TRANSPORTATION
DATE: APRIL 26, 2018
R/W PLANS
SHEET 8 OF 8 SHEETS

MAP ID NO.: 27401

FILE NAME: 472881188

DRAWN BY: C.J.H

DATE OF LAST REVISION: 1/8/2018 DK



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

MEMORANDUM

Environmental Division

November 30, 2020

To: Diana Callahan, Staff Specialist, Acquisitions
From: My-linh Nguyen, Ph.D., P.E., Chief Environmental Division *CC of for*
Subject: Environmental Certification
Surplus No.: REL 19-16
Project: DE-015-1(150)
E.A.: 73687
Surplus Parcel No's: I-015-CL-029.347PE1, 029.347PE2, 029.347PE3, 029.347PE4,
029.335, 029.370, Ptn. of 029.365, Ptn. of 029.365PE, Ptn. of 029.373
Description: Starr Avenue Interchange

The Environmental Division reviewed the requested action as presented in your memo dated November 25, 2020 and found to clear of any documented environmental concern for disposal. A Programmatic Categorical Exclusion (PCE) was completed on November 30, 2020 in accordance with the Programmatic Agreement (PA) completed between the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA), effective February 15, 2017.

EC: Project E-File



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

MEMORANDUM

Environmental Division

November 30, 2020

To: Project Administrative Record

From: My-Linh Nguyen, Ph.D., P.E., Chief Environmental Division

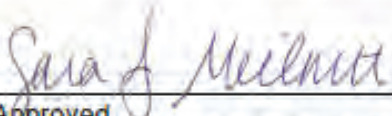
Subject: Programmatic Categorical Exclusion

Project No.: SUR 19-16, District 1

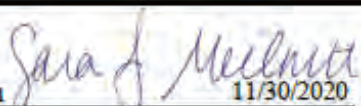
This project qualifies as a Programmatic Categorical Exclusion (PCE) under the Programmatic Agreement (PA) completed between the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA), effective February 15, 2017. Further approval by FHWA is not required. Information and documentation are preserved in the project administrative record.

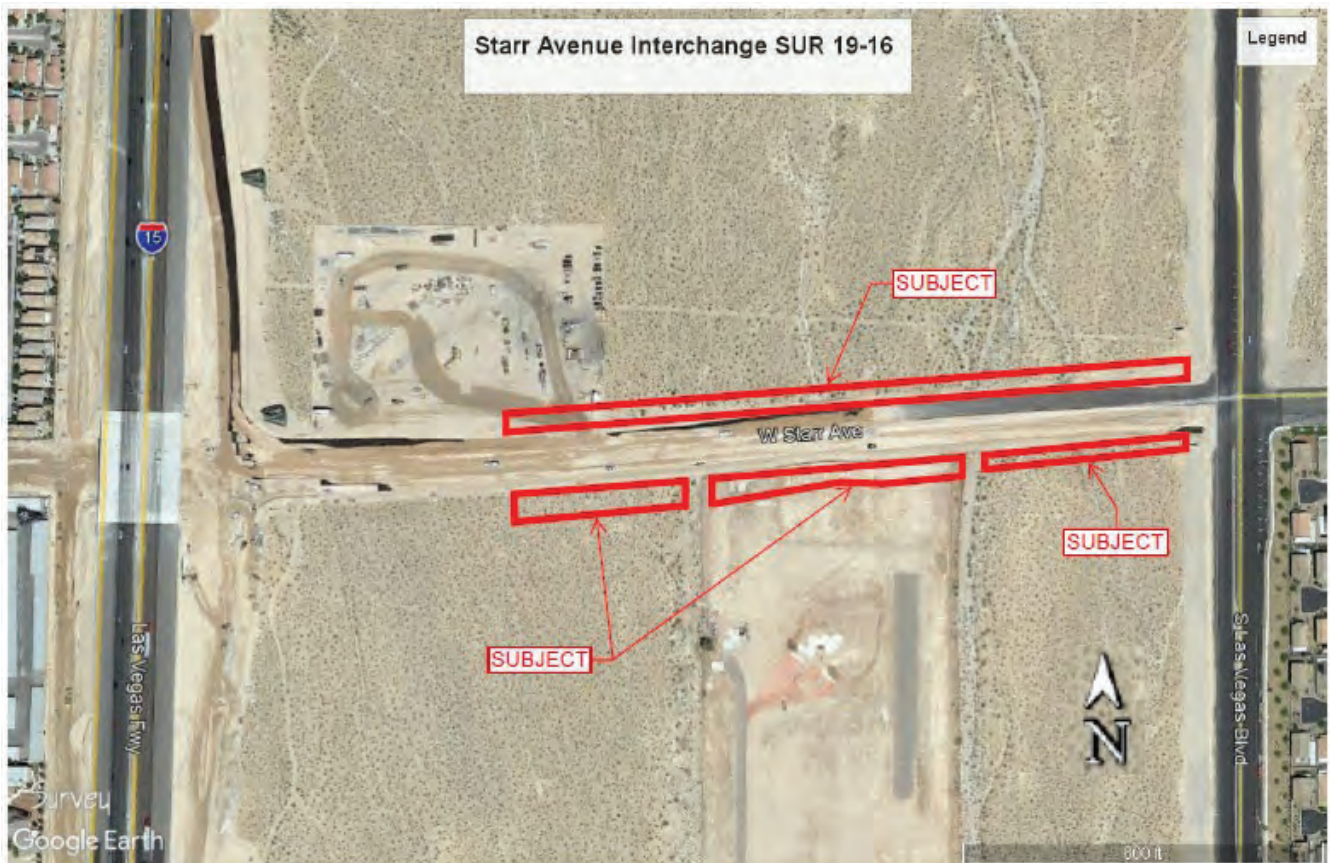
Project Summary

- Project description: Disposal of surplus property.
- Project location: Interstate 15 and Starr Avenue Interchange
- Applicable regulation: 23CFR771.117 (c) 1.
- Project effect: This project does not have any significant environmental impacts and does not involve any unusual circumstances as described in 23CFR771.117 (a) and (b).

 for
Approved
My-Linh Nguyen, Ph.D., P.E., Chief Environmental Division
Environmental Division

Attachment: PCE Checklist

Programmatic Categorical Exclusion Checklist 23CFR771.117(c)			
FEDERAL PROJECT #:	DE-OI5-1(150)	State EA/PIN/District #:	SUR 19-16 E.A. 73687
ROUTE:	IR 15		
TERMINI:	Interstate 15 and Starr Avenue Interchange		
MAP INCLUDED:		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	In project E-file
PROJECT DESCRIPTION:			
Disposal of surplus property.			
I. THRESHOLD QUESTION			
Does the project involve unusual circumstances as described in 23 CFR §771.117(b)?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<p><i>If YES, FHWA shall be consulted. The project may not qualify as a Categorical Exclusion and environmental studies may be needed to determine the proper classification.</i></p> <p><i>If NO, continue to Section II.</i></p>			
II. PROGRAMMATIC CATEGORICAL EXCLUSION (PCE)			
The project action is listed in 23 CFR 771.117 (c)		(c) 1	
Does the project exceed the thresholds outlined in the current Programmatic Agreement between the Federal Highway Administration (FHWA) and Nevada Department of Transportation?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<p><i>This project has been reviewed, qualifies as a PCE, and does not exceed the thresholds outlined in the current Programmatic Agreement between the Federal Highway Administration (FHWA) and Nevada Department of Transportation that would necessitate issuing a Categorical Exclusion for FHWA approval (FACE). (NOTE: There may be specific environmental issues that require an action such as EO 11990 Wetland Finding or a determination of effect on cultural resources. However the project can still qualify as a Programmatic Categorical Exclusion. The necessary action and documentation will be kept in the project file. Contact the NDOT Environmental Services Division for assistance.)</i></p>			
APPROVED BY:			
Sara A. Meilandt for			
My-Linh Nguyen, Ph.D., P.E., Chief Environmental Division		11/30/2020	
Printed Name	Title	Signature	Date







STEVE SISOLAK
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

Right-of-Way Division
1263 S Stewart ST
Carson City, NV 89712

KRISTINA SWALLOW, P.E., Director
In Reply Refer to:

October 11, 2022

SUSAN KLEKAR DIVISION ADMINISTRATOR
ATTN TAWANA KELLY R/W PROGRAM MGR
FEDERAL HIGHWAY ADMINISTRATION
705 NORTH PLAZA STREET SUITE 220
CARSON CITY NV 89701

Relinquishment of Highway Facilities
Surplus No.: REL 19-16
Parcels: I-015-CL-029.347PE1,
029.347PE2, 029.347PE3,
029.347PE4, 029.335, 029.370, Ptn. of
029.365, Ptn. of 029.365PE, Ptn. of
029.373
E.A.: 73687
Description: Starr Avenue interchange

Dear Ms. Klekar:

Enclosed are a location map, right-of-way plans, environmental clearance and acquisition documents associated with an area of NDOT surplus property proposed for relinquishment pursuant to Nevada Revised Statutes 408.527.

This relinquishment is located in Clark County, Nevada, and is a portion of the Interstate 15/Starr Avenue interchange.

The surplus has been reviewed by the pertinent NDOT Divisions and the District in which the property is located. It has been determined that:

1. The subject property will not be needed for future Federal-Aid Highway purposes.
2. The property being retained is adequate under present day standards for future facilities.
3. The release of the Surplus property will not adversely affect the Federal-Aid Highway facility or the traffic thereon.
4. The parcel has been cleared through the NDOT Environmental Division in accordance with the applicable sections of the Code of Federal Regulations.

The ownership and maintenance of this highway facility is being transferred to Clark County in accordance with section 620.203(c)(2), 620.203(j) and 710.409(f) of the Code of Federal Regulations for continued public use.

Federal funding was used to acquire the parent parcels.

On August 28, 2021, the Surplus Property Committee met and determined the property could be disposed of in accordance with NRS 408.527. This disposal will be presented at an upcoming NDOT Transportation Board.

DocuSign Envelope ID: A27655FE-6DDD-49A8-909F-8F5FAF782D3E

SUSAN KLEKAR DIVISION ADMINISTRATOR
ATTN TAWANA KELLY R/W PROGRAM MGR
FEDERAL HIGHWAY ADMINISTRATION
October 11, 2022

Your concurrence to this proposal is requested.

Sincerely,

DocuSigned by:
Craig Reynoldson
F540F35A4B714A2
Craig Reynoldson
Chief Right-of-Way Agent

DocuSigned by:
SK

CONCUR:

DocuSigned by:
Tawana Kelly
Tawana Kelly, Right-of-Way Program Manager

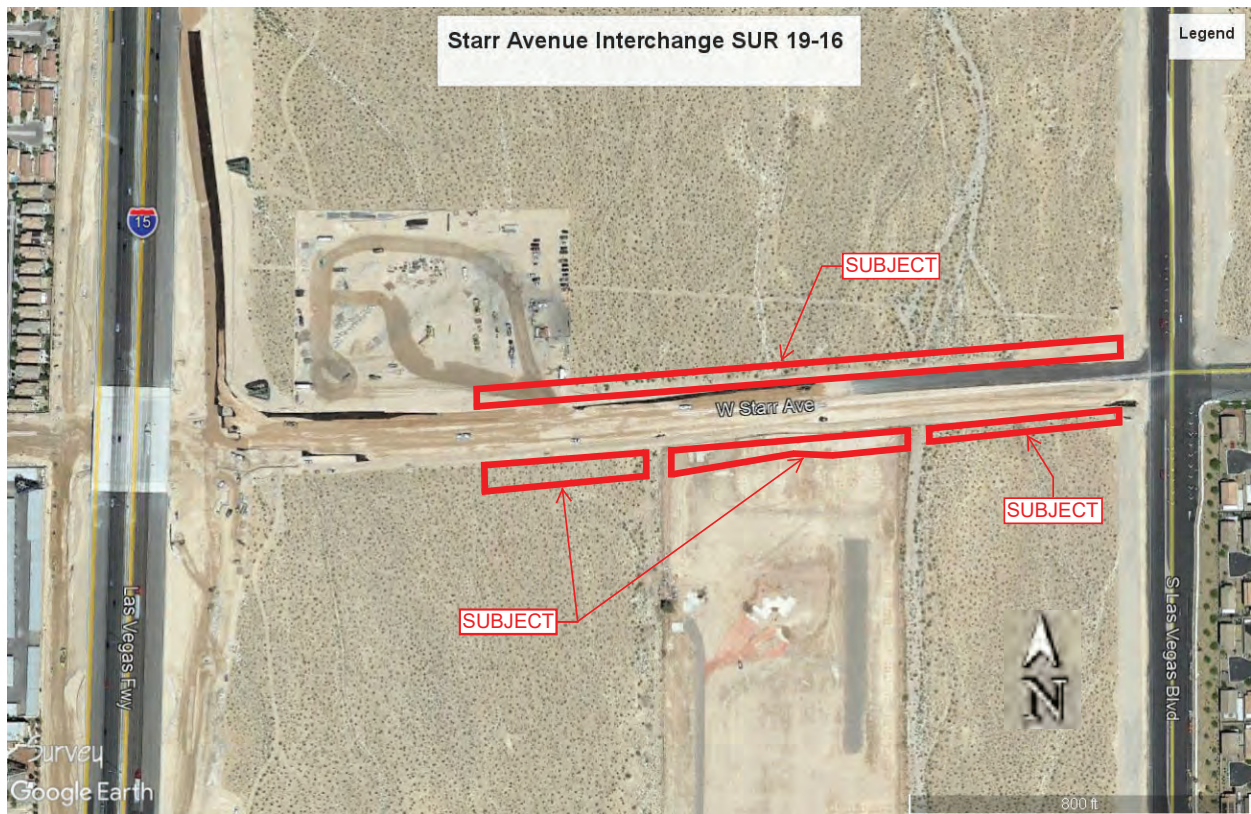
10/13/2022

Date

cr/cva/
Enclosures

LOCATION MAP

ATTACHMENT A



SUR 19-16

DESCRIPTION: Parcels of land along Starr Avenue between Las Vegas Blvd. S. and Dean Martin Dr. in the County of Clark , State of Nevada

LOCATION MAP (continued)

ATTACHMENT A



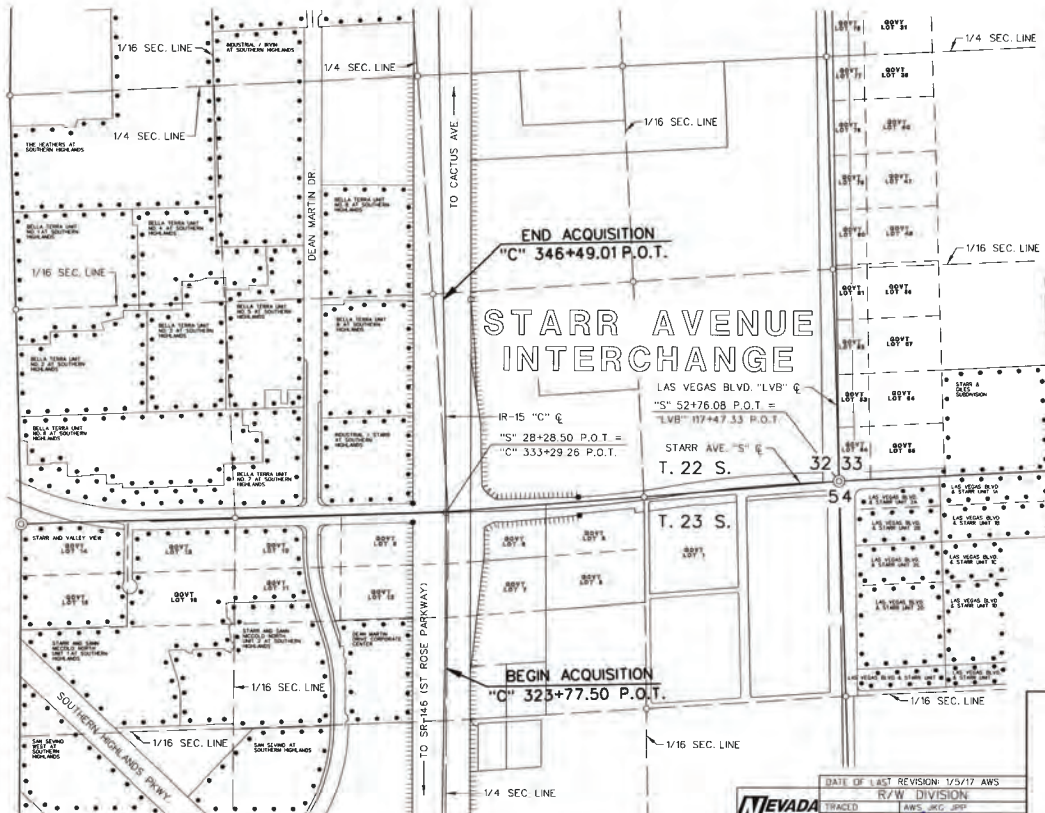
SUR 19-16

DESCRIPTION: Parcels of land along Starr Avenue between Las Vegas Blvd. S. and Dean Martin Dr. in the County of Clark , State of Nevada

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

STATE	E.A. NO.	PROJECT NO.	COUNTY	NO.
NEVADA	73687	DE-015-11501	CLARK	1

RIGHT-OF-WAY PROJECT



MAP ID NO 27394
District 11C3683_736871037_RightOfWayRW Plans73687_Sh01.dgn

DATE OF LAST REVISION	1/3/17	AW'S
R/W DIVISION		
TRACED	AW'S	JKG
CHECKED		
PHONE	(775)	686-7481

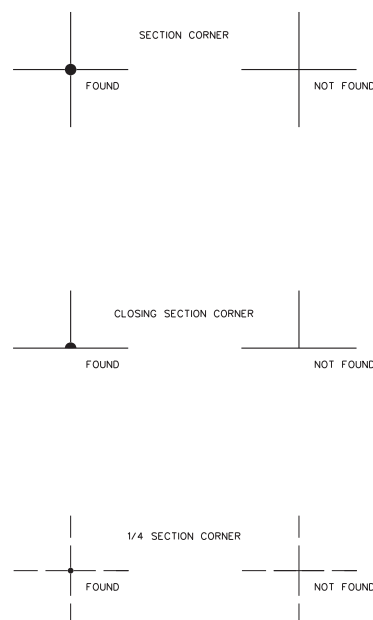
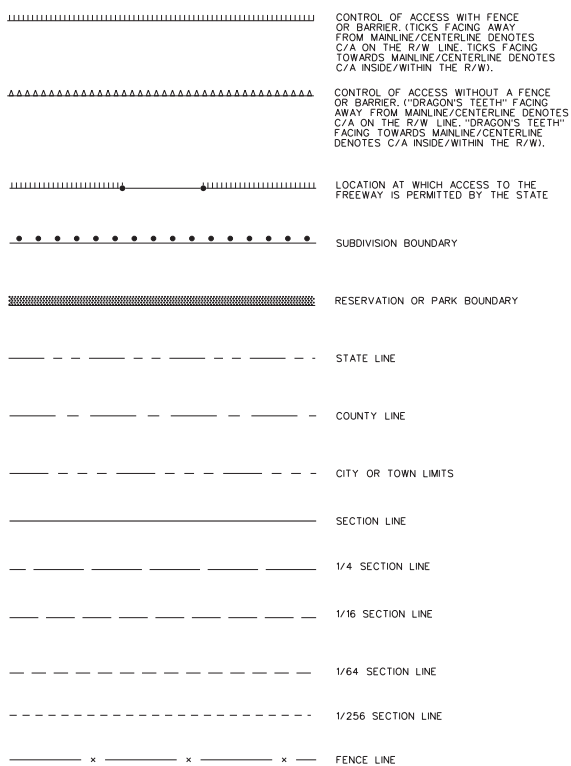
STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: APRIL 26, 2016
CONSTRUCT NEW INTERCHANGE
IR-15 AT STARR AVE.

NOT TO SCALE SHEET 1 OF 6

LEGEND OF RIGHT-OF-WAY SYMBOLS

- C/A CONTROL OF ACCESS
- € CENTERLINE
- C/P PERMISSION TO CONSTRUCT
- Δ DELTA
- L ARC LENGTH
- LT. LEFT
- P.C. POINT OF CURVATURE
- P.C.C. POINT OF COMPOUND CURVATURE
- PE PERMANENT EASEMENT
- P/L PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT ON CURVE
- P.O.E. POINT OF ENDING
- P.O.T. POINT ON TANGENT
- P.R.C. POINT OF REVERSE CURVATURE
- P.T. POINT OF TANGENCY
- R RADIUS
- REM. REMAINDER
- RT. RIGHT
- R/W RIGHT-OF-WAY
- TE TEMPORARY EASEMENT



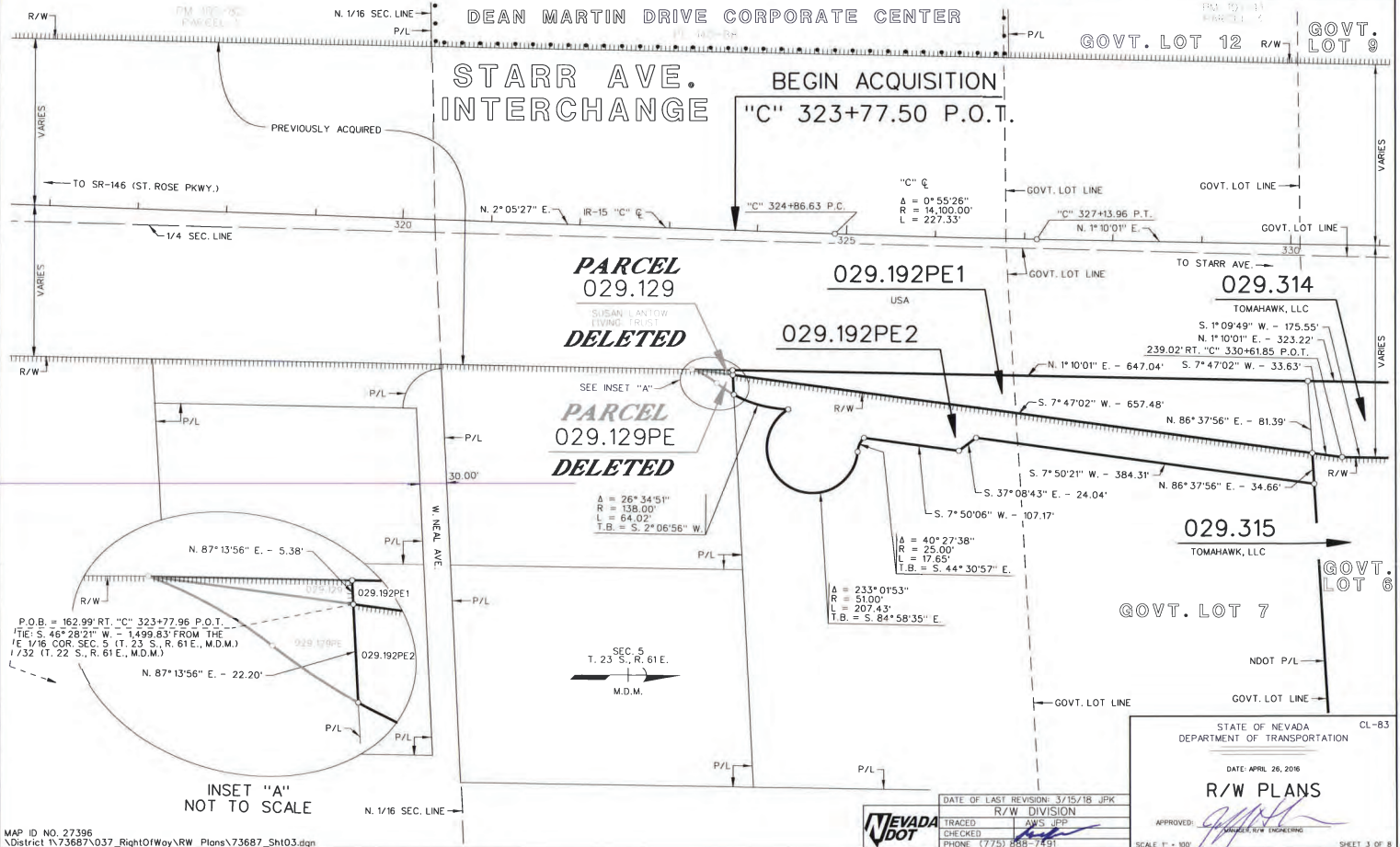
STATE OF NEVADA CL-83
 DEPARTMENT OF TRANSPORTATION
 DATE: APRIL 26, 2016
R/W PLANS
 SHEET 2 OF 8

MAP ID NO. 27395
 \District 1\73687\037_RightOfWay\RW Plans\73687_Sht02.dgn

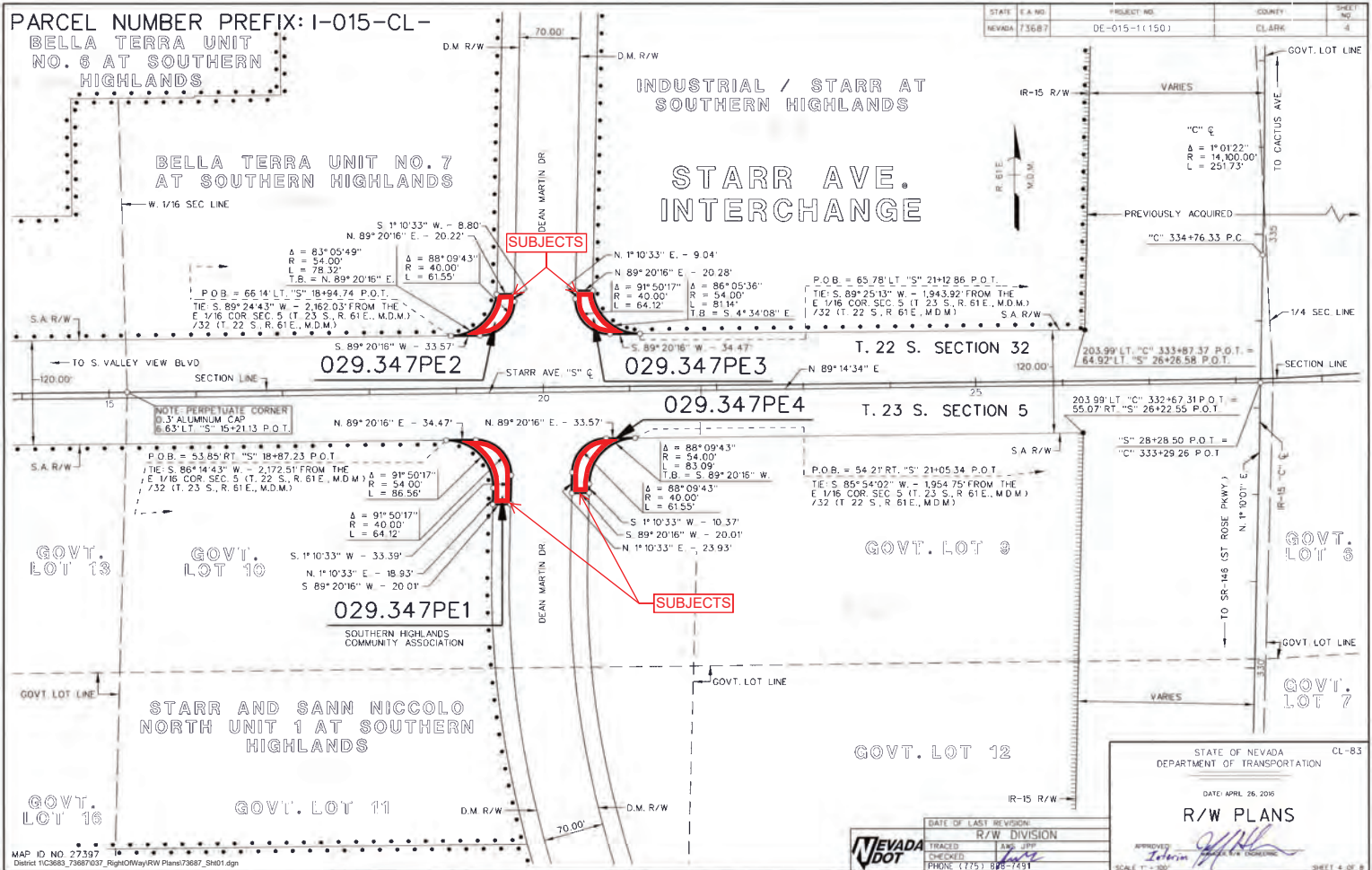
ATTACHMENT B

PARCEL NUMBER PREFIX: I-015-CL-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73687	DE-015-11150	CLARK	3

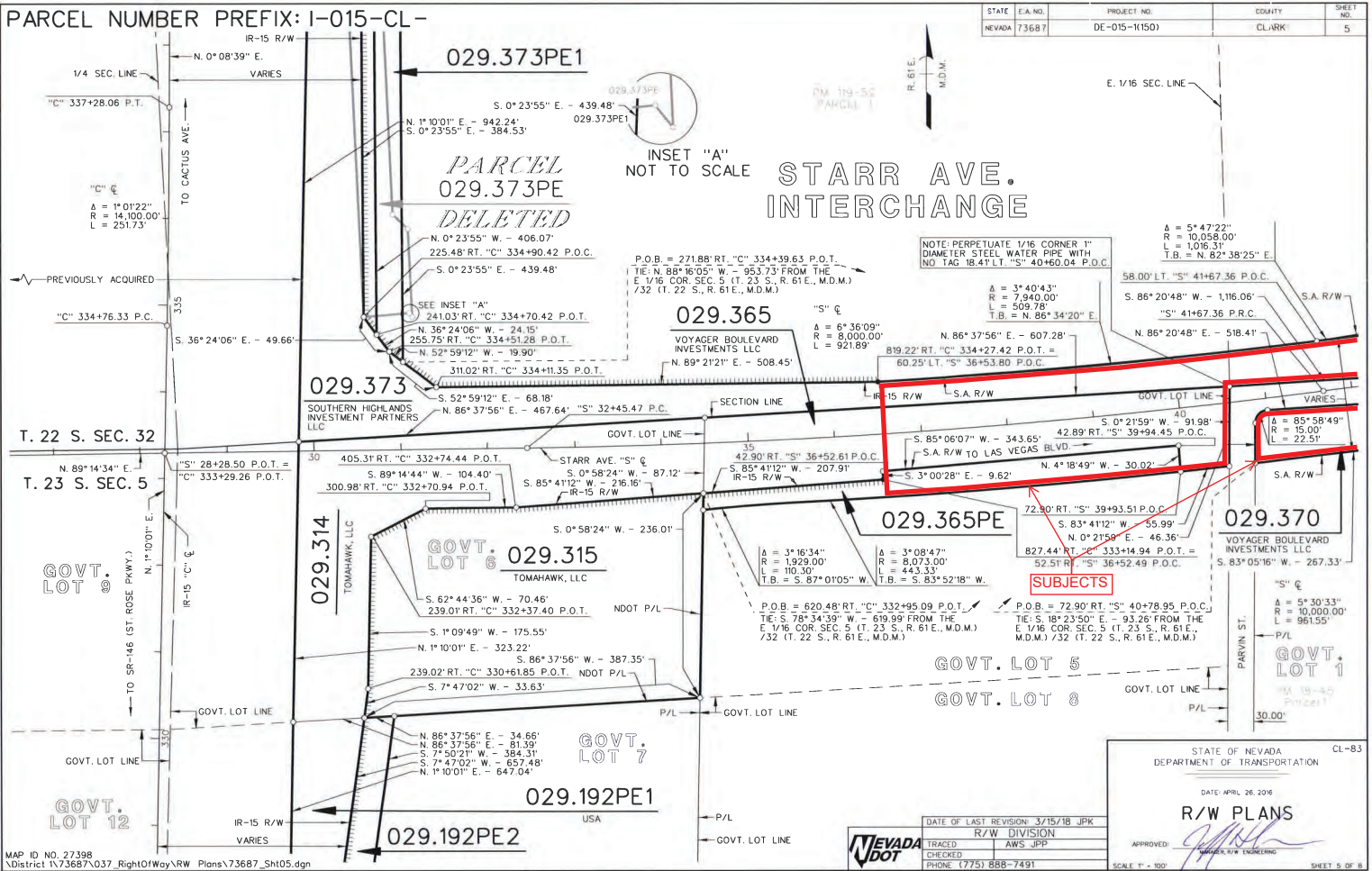


ATTACHMENT B



ATTACHMENT B

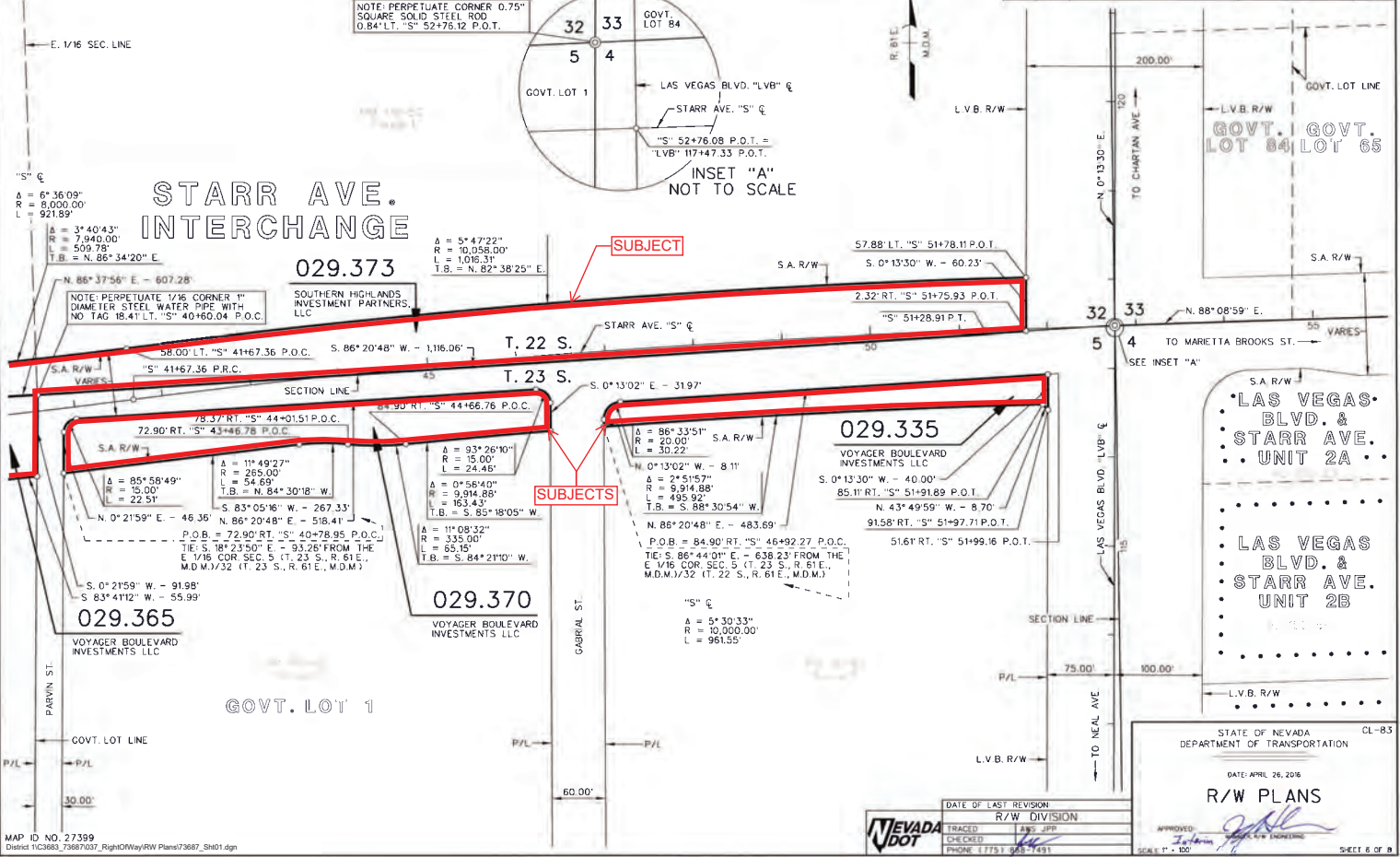
PARCEL NUMBER PREFIX: I-015-CL-



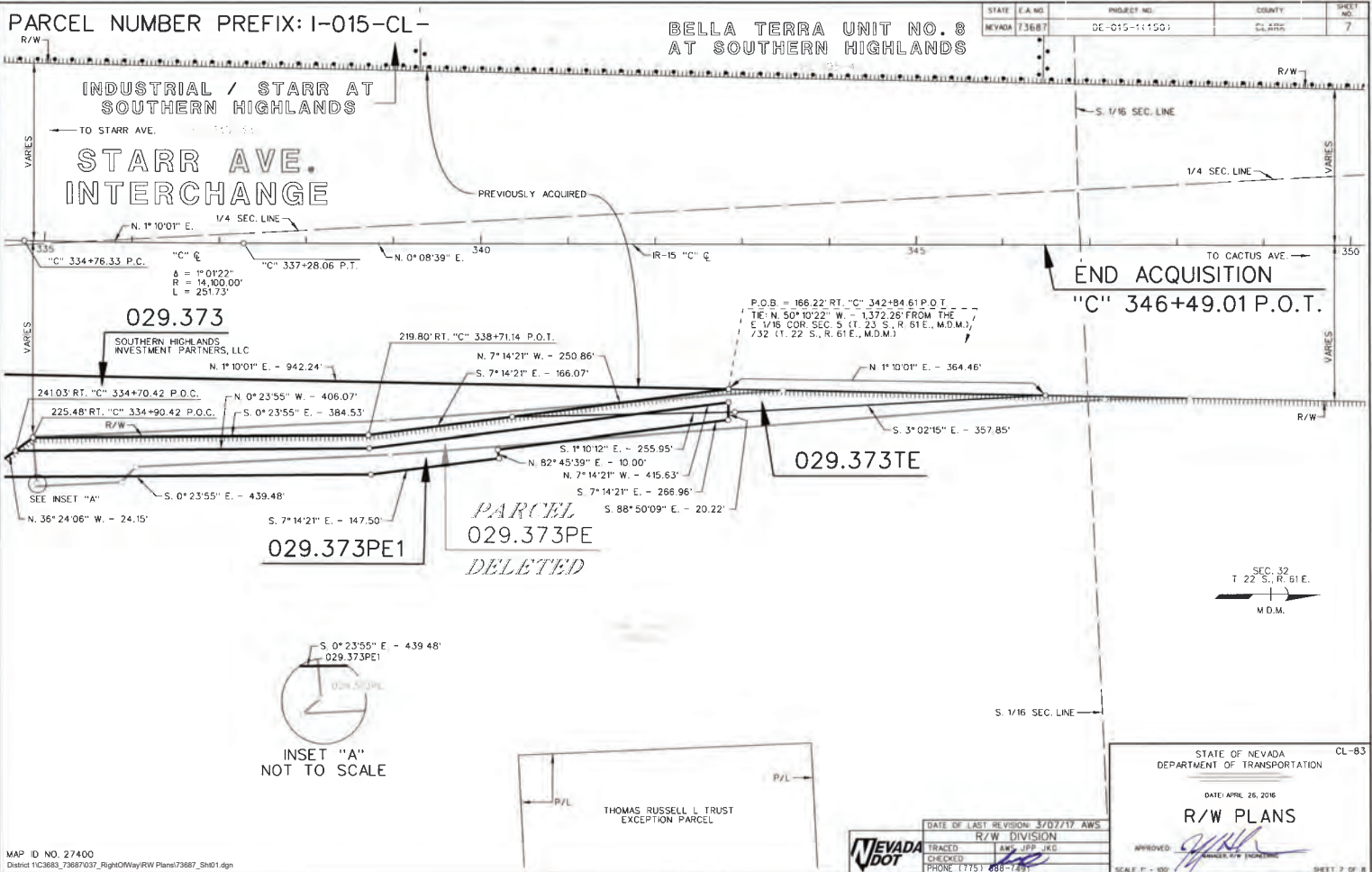
ATTACHMENT B

PARCEL NUMBER PREFIX: I-015-CL-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73687	DE-015-1(150)	CLARK	6



ATTACHMENT B



ATTACHMENT B

PARCEL NO. PREFIX: I-015-CL-		PROPERTY SCHEDULE										PROJECT NO.		E.A. NO.	COUNTY	SHEET NO.
STATE OF NEVADA DEPT. OF TRANSPORTATION										ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED		DE-015-1(150)		73687	CLARK	8
PARCEL NO.	GRANTOR	GROSS AREA OF ACQSN.	R/W AREA	EXCESS AREA	REMAINDER		ACQUISITION DATA			SURPLUS LAND DATA				REMARKS		
					LT.	RT.	INST. OR DOC.	BK. PG.	DATE TYPE	AREA	INST. OR DOC.	BK. PG.	DATE TYPE			
029.129	SUSAN LANTOW LIVING TRUST	123	123			73,961									PARCEL DELETED PER MEMO DATED OCT. 18, 2016	
029.129PE	SUSAN LANTOW LIVING TRUST	462													PARCEL DELETED PER MEMO DATED OCT. 18, 2016	
029.192PE1	USA	27,989	27,989				20170627-0001168			6/27/2017 EASE					CONSTRUCT AND MAINTAIN ROADWAY & DRAINAGE IMPROVEMENTS	
029.192PE2	USA	31,535	31,535				20170627-0001168			6/27/2017 EASE					CONSTRUCT AND MAINTAIN ROADWAY & DRAINAGE IMPROVEMENTS	
029.314	TOMAHAWK, LLC	61,963	61,963				20180424-0002198			04/24/18 FOC						
029.314PE	TOMAHAWK, LLC	14,850					20180424-0002198			04/24/18 FOC					PE IS NULL & VOID (SEE PARCEL 029.315)	
029.315	TOMAHAWK, LLC	2.04 AC.	2.04 AC.				20180406-0000589			04/06/18 GBS					PARCEL CREATED PER LEGAL SETTLEMENT	
029.335	VOYAGER BOULEVARD INVESTMENTS LLC	14,052	14,052			13.93 AC.	20170511-0002651			5/11/2017 GBS						
029.347PE1	SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION	1,798	1,798				20180531-0001265			5/31/18 EASE					CONSTRUCT AND MAINTAIN STREET LIGHTING & SIDEWALK IMPROVEMENTS	
029.347PE2	SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION	1,212	1,212				20180531-0001265			5/31/18 EASE					CONSTRUCT AND MAINTAIN STREET LIGHTING & SIDEWALK IMPROVEMENTS	
029.347PE3	SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION	1,310	1,310				20180531-0001265			5/31/18 EASE					CONSTRUCT AND MAINTAIN STREET LIGHTING & SIDEWALK IMPROVEMENTS	
029.347PE4	SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION	1,515	1,515				20180531-0001265			5/31/18 EASE					CONSTRUCT AND MAINTAIN STREET LIGHTING & SIDEWALK IMPROVEMENTS	
029.365	VOYAGER BOULEVARD INVESTMENTS LLC	46,733	46,733			8.08 AC.	20170511-0002652			5/11/2017 GBS						
029.365PE	VOYAGER BOULEVARD INVESTMENTS LLC	14,738	14,738				20170511-0002653			5/11/2017 EASE					CONSTRUCT AND MAINTAIN DRAINAGE IMPROVEMENTS	
029.370	VOYAGER BOULEVARD INVESTMENTS LLC	27,817	27,817			6.65 AC.	20170511-0002651			5/11/2017 GBS						
029.373	SOUTHERN HIGHLANDS INVESTMENT PARTNERS, LLC	3.61 AC.	3.61 AC.			105.02 AC.	20170410-0001519			4/10/2017 GBS						
029.373PE	SOUTHERN HIGHLANDS INVESTMENT PARTNERS, LLC	43,375													PARCEL DELETED PER MEMO DATED OCT. 18, 2016	
029.373PE1	SOUTHERN HIGHLANDS INVESTMENT PARTNERS, LLC	22,521					20170620-0001944			6/20/2017 EASE					UTILITY PURPOSES: UTILITY RELOCATION EASEMENT (GIFT DEED) *1	
029.373TE	SOUTHERN HIGHLANDS INVESTMENT PARTNERS, LLC	8,175					20170410-0001520			4/10/2017 EASE					CONSTRUCT DETOUR ROAD EASEMENT TERMINATES 5/30/2018	
**1 SEE GRANT OF EASEMENT TO NV ENERGY, INST. # 20171206-0000234																
STATE OF NEVADA CL-83 DEPT. OF TRANSPORTATION RW DIVISION DATE: APRIL 26, 2016 R/W PLANS																
MAP ID NO.: 27401	FILE NAME: d173687.xls	CHECKED BY: CJH		DATE OF LAST REVISION: 1/8/2019 DK		SHEET 8 OF 8 SHEETS										



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

MEMORANDUM

Environmental Division

November 30, 2020

To: Diana Callahan, Staff Specialist, Acquisitions
From: My-linh Nguyen, Ph.D., P.E., Chief Environmental Division *CCY for*
Subject: Environmental Certification
Surplus No.: REL 19-16
Project: DE-015-1(150)
E.A.: 73687
Surplus Parcel No's: I-015-CL-029.347PE1, 029.347PE2, 029.347PE3, 029.347PE4,
029.335, 029.370, Ptn. of 029.365, Ptn. of 029.365PE, Ptn. of 029.373
Description: Starr Avenue Interchange

The Environmental Division reviewed the requested action as presented in your memo dated November 25, 2020 and found to clear of any documented environmental concern for disposal. A Programmatic Categorical Exclusion (PCE) was completed on November 30, 2020 in accordance with the Programmatic Agreement (PA) completed between the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA), effective February 15, 2017.

EC: Project E-File



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

MEMORANDUM

Environmental Division

November 30, 2020

To: Project Administrative Record

From: My-Linh Nguyen, Ph.D., P.E., Chief Environmental Division

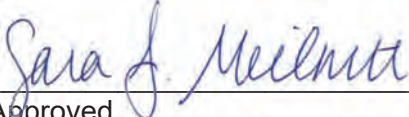
Subject: **Programmatic Categorical Exclusion**

Project No.: **SUR 19-16, District 1**


This project qualifies as a Programmatic Categorical Exclusion (PCE) under the Programmatic Agreement (PA) completed between the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA), effective February 15, 2017. Further approval by FHWA is not required. Information and documentation are preserved in the project administrative record.

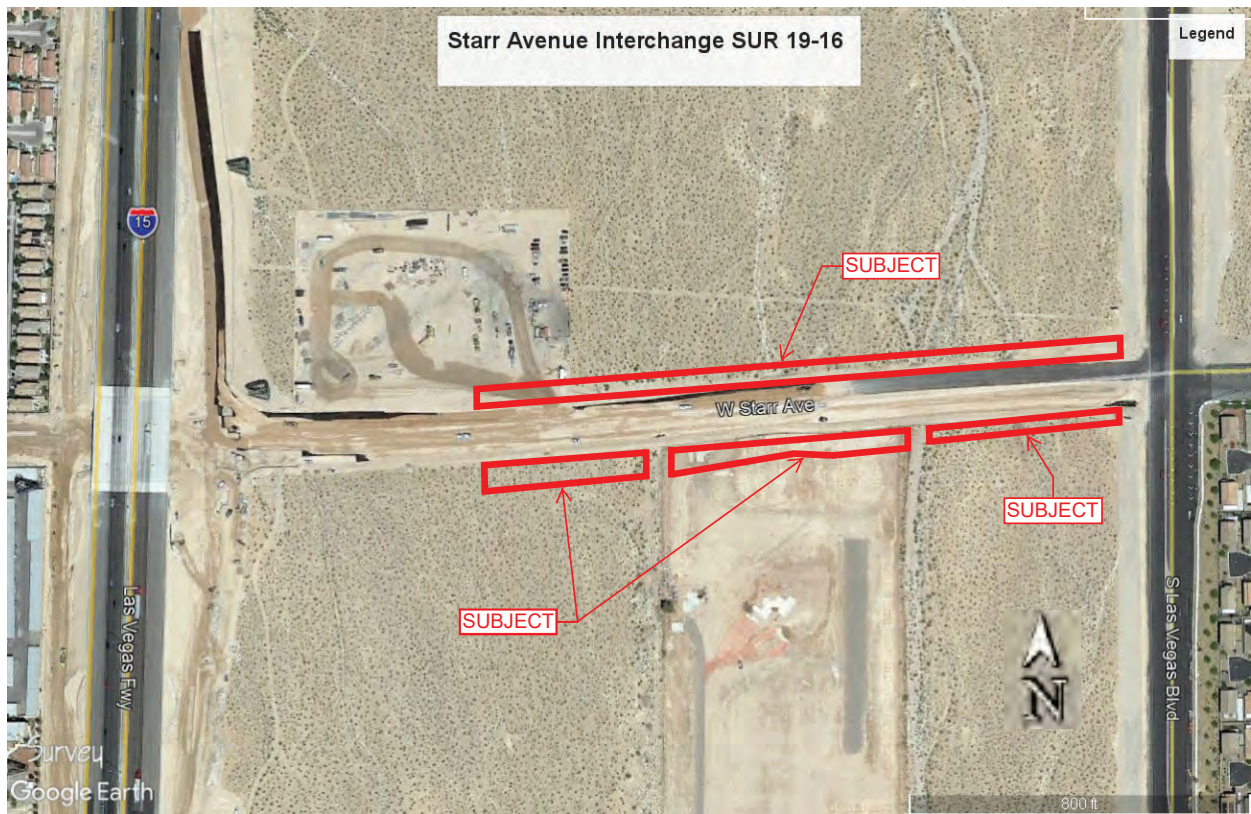
Project Summary

- Project description: Disposal of surplus property.
- Project location: Interstate 15 and Starr Avenue Interchange
- Applicable regulation: 23CFR771.117 (c) 1.
- Project effect: This project does not have any significant environmental impacts and does not involve any unusual circumstances as described in 23CFR771.117 (a) and (b).

 for _____
 Approved
 My-Linh Nguyen, Ph.D., P.E., Chief Environmental Division
 Environmental Division

Attachment: PCE Checklist

Programmatic Categorical Exclusion Checklist 23CFR771.117(c)			
FEDERAL PROJECT #:	DE-OI5-1(150)	State EA/PIN/District #:	SUR 19-16
			E.A. 73687
ROUTE:	IR 15		
TERMINI:	Interstate 15 and Starr Avenue Interchange		
MAP INCLUDED:		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
In project E-file			
PROJECT DESCRIPTION:			
Disposal of surplus property.			
I. THRESHOLD QUESTION			
Does the project involve unusual circumstances as described in 23 CFR §771.117(b)?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<p><i>If YES, FHWA shall be consulted. The project may not qualify as a Categorical Exclusion and environmental studies may be needed to determine the proper classification.</i></p> <p><i>If NO, continue to Section II.</i></p>			
II. PROGRAMMATIC CATEGORICAL EXCLUSION (PCE)			
The project action is listed in 23 CFR 771.117 (c)		(c) 1	
Does the project exceed the thresholds outlined in the current Programmatic Agreement between the Federal Highway Administration (FHWA) and Nevada Department of Transportation?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<p><i>This project has been reviewed, qualifies as a PCE, and does not exceed the thresholds outlined in the current Programmatic Agreement between the Federal Highway Administration (FHWA) and Nevada Department of Transportation that would necessitate issuing a Categorical Exclusion for FHWA approval (FACE). (NOTE: There may be specific environmental issues that require an action such as EO 11990 Wetland Finding or a determination of effect on cultural resources. However the project can still qualify as a Programmatic Categorical Exclusion. The necessary action and documentation will be kept in the project file. Contact the NDOT Environmental Services Division for assistance.)</i></p>			
APPROVED BY:			
Sara A. Meilandt for			
My-Linh Nguyen, Ph.D., P.E., Chief Environmental Division			
Printed Name	Title	Signature	Date
			11/30/2020







STEVE SISOLAK
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

Right-of-Way Division
1263 S Stewart ST
Carson City, NV 89712

KRISTINA SWALLOW, P.E., Director
In Reply Refer to:

October 11, 2022

SUSAN KLEKAR DIVISION ADMINISRATOR
ATTN TAWANA KELLY R/W PROGRAM MGR
FEDERAL HIGHWAY ADMINISTRATION
705 NORTH PLAZA STREET SUITE 220
CARSON CITY NV 89701

Relinquishment of Highway Facilities

Surplus No.: REL 19-16
Parcels: I-015-CL-029.347PE1,
029.347PE2, 029.347PE3,
029.347PE4, 029.335, 029.370, Ptn. of
029.365, Ptn. of 029.365PE, Ptn. of
029.373
E.A.: 73687
Description: Starr Avenue interchange

Dear Ms. Klekar:

Enclosed are a location map, right-of-way plans, environmental clearance and acquisition documents associated with an area of NDOT surplus property proposed for relinquishment pursuant to Nevada Revised Statues 408.527.

This relinquishment is located in Clark County, Nevada, and is a portion of the Interstate 15/Starr Avenue interchange.

The surplus has been reviewed by the pertinent NDOT Divisions and the District in which the property is located. It has been determined that:

1. The subject property will not be needed for future Federal-Aid Highway purposes.
2. The property being retained is adequate under present day standards for future facilities.
3. The release of the Surplus property will not adversely affect the Federal-Aid Highway facility or the traffic thereon.
4. The parcel has been cleared through the NDOT Environmental Division in accordance with the applicable sections of the Code of Federal Regulations.

The ownership and maintenance of this highway facility is being transferred to Clark County in accordance with section 620.203(c)(2), 620.203(j) and 710.409(f) of the Code of Federal Regulations for continued public use.

Federal funding was used to acquire the parent parcels.

On August 28, 2021, the Surplus Property Committee met and determined the property could be disposed of in accordance with NRS 408.527. This disposal will be presented at an upcoming NDOT Transportation Board.

Prepared by Right-of-Way
Page 35 of 50

SUSAN KLEKAR DIVISION ADMINISRATOR
ATTN TAWANA KELLY R/W PROGRAM MGR
FEDERAL HIGHWAY ADMINSTRATION
October 11, 2022

Your concurrence to this proposal is requested.

Sincerely,

DocuSigned by:

Craig Reynoldson

E543F34A4B714A2...

Craig Reynoldson
Chief Right-of-Way Agent

CONCUR:

DocuSigned by:

Tawana Kelly

15496EE780EA429...

Tawana Kelly, Right-of-Way Program Manager

"! "\$ #!##

Date

Agreement Number NM281-17-110

INTERLOCAL AGREEMENT

This Agreement, made and entered into on *October 10, 2018*, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT," and Clark County, Nevada, a political subdivision of the State of Nevada, 500 South Grand Central Parkway, Las Vegas, Nevada, hereinafter called the "COUNTY."

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

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

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the DEPARTMENT proposes to build a new interchange within unincorporated Clark County on Interstate 15 (I-15) at Starr Avenue including the extension of Starr Avenue (three lanes in each direction and a median) to Las Vegas Boulevard to the east and Dean Martin Drive to the west; the interchange will consist of I-15 going over Starr Avenue while Starr Avenue remains close to the existing grade; additional widening of a lane in each direction along I-15 to the median will occur (hereinafter called the "PROJECT"); and

WHEREAS, the ramp traffic signals, which will be owned by the DEPARTMENT, consist of pole foundations, signal lights, supporting arms and poles, signal controller, controller cabinet and internal components, power service, battery back-up, conductors, detection system, intersection and interconnect cabling, advance flashers and all related equipment to make the traffic signals fully functional, are hereinafter referred to as "SIGNAL SYSTEMS"; and

WHEREAS, the DEPARTMENT has requested the COUNTY maintain the SIGNAL SYSTEMS on behalf of the DEPARTMENT; and

WHEREAS, the COUNTY recognizes the PROJECT will be a benefit to the COUNTY by providing improved connectivity and mobility for its constituents; and

WHEREAS, the purpose of this Agreement is to identify the COUNTY's and the DEPARTMENT's responsibilities regarding the design-bid-build procurement method for the PROJECT including procurement, design, specifications, construction, ownership, maintenance, and cost participation; and

WHEREAS, the PROJECT is a local priority to be constructed with Federal, State, and local funds; and

WHEREAS, the services of the COUNTY and the DEPARTMENT will be of benefit to each other and to the people of the State of Nevada; and

WHEREAS, the COUNTY and DEPARTMENT are willing and able to perform the services described herein.

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

ARTICLE I - COUNTY AGREES

1. To allow the funding of the PROJECT to occur at a no cost or obligation to the COUNTY.

2. To authorize the DEPARTMENT, and its authorized agents, to occupy the COUNTY's existing Starr Avenue right-of-way, as identified in Exhibit "A", including the intersections with Las Vegas Boulevard and Dean Martin Drive, for the purposes set forth in this Agreement. This Agreement constitutes authorization to the DEPARTMENT for such purposes provided that the Department shall obtain an encroachment permit and temporary traffic control permit from the COUNTY prior to any work being done within such right-of-way.

3. To require those utility companies having franchise agreements with the COUNTY, when permitted under the terms of such franchise agreements, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, the DEPARTMENT, or the COUNTY.

4. At no cost or expense to the COUNTY, to accept ownership via a quitclaim deed of the Starr Avenue right-of-way outside the I-15 control-of-access acquired by the DEPARTMENT for the PROJECT, as depicted in EXHIBIT "B", provided that any lien or encumbrance which exists on said right-of-way is either released or accepted by the COUNTY in writing.

5. To own, operate, maintain, and provide power for the proposed luminaires on Starr Avenue outside of the DEPARTMENT right-of-way and to own operate, maintain, and provide power for luminaires on Starr Avenue and within the PROJECT limits on DEPARTMENT right-of-way.

6. Subject to budgeted appropriations of the COUNTY, to provide necessary electrical power for the SIGNAL SYSTEMS and all related ancillary components required to safely operate and maintain the SIGNAL SYSTEMS without cost to the DEPARTMENT.

7. On behalf of the DEPARTMENT, to provide routine maintenance consisting of painting, graffiti removal, bulb replacement, timing adjustments, responses to signal failures not due to an incident and sign replacements. Such routine maintenance will be equivalent to the maintenance provided by the COUNTY on COUNTY owned and operated traffic signals.

8. To invoice the DEPARTMENT for one hundred percent (100%) of emergency replacement and/or repair costs exceeding One Thousand Five Hundred and No/100 Dollars (\$1,500.00) associated with the SIGNAL SYSTEMS. All invoices submitted for emergency costs shall contain documentation that describes the emergency situation.

9. To notify the DEPARTMENT of any non-emergency repairs or replacement to SIGNAL SYSTEMS components which cost is in excess of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) that are recommended by the COUNTY and to perform such repair or replacement work as authorized by the DEPARTMENT. If the work is not authorized by the DEPARTMENT, DEPARTMENT shall be responsible for such work.

10. To invoice the DEPARTMENT after the work on the SIGNAL SYSTEMS authorized by the DEPARTMENT has been successfully completed by the COUNTY.

11. To submit to the DEPARTMENT any as built plans or documentation of enhancements or modifications to the SIGNAL SYSTEMS.

12. To notify DEPARTMENT as soon as possible of any emergency repair activities that may cause significant impact to traffic, require lane closures, or require excavation through improved surfaces of the roadway.

13. To own, operate, and maintain Starr Avenue including pavement, curb and gutter, sidewalks, traffic signals at Dean Martin Drive and Las Vegas Boulevard, signage, and lighting outside of the DEPARTMENT right-of-way and within COUNTY jurisdictional boundary as depicted in Exhibit "C," and to include the surface of Starr Avenue within I-15 right-of-way, defined as, "sweeping, striping, and maintaining the inside face of barrier rail, including anti-graffiti or paint freshening." The level of maintenance effort shall be subject to and commensurate with the COUNTY's overall maintenance budget allocated by the COUNTY's governing body.

14. To own operate and maintain the drainage channel under Starr Avenue within the PROJECT limits, as depicted on Exhibit "C." The level of maintenance effort shall be subject to, and commensurate with, the COUNTY's overall maintenance budget allocated by the COUNTY's governing body.

15. COUNTY agrees to assign a Project Manager to act as the COUNTY's representative and designated point of contact to coordinate with the DEPARTMENT.

16. To issue a COUNTY encroachment permit and barricade permit for the PROJECT, at no cost, to the DEPARTMENT when it is working within COUNTY right-of-way upon DEPARTMENT's satisfactory submission and review and approval of the barricade plan by the COUNTY.

ARTICLE II - DEPARTMENT AGREES

1. To fund the PROJECT with State, Federal, and local funds provided by the City of Henderson.

2. To ensure that all reporting and PROJECT documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the Federal Highway Administration (FHWA).

3. To design and construct the PROJECT in accordance with DEPARTMENT standards, policies and specifications, applicable laws, statutes, ordinances, regulations, and codes.

4. To prepare right-of-way plans and appraisals and to perform right-of-way acquisitions, prepare construction plans and specifications, advertise, award and administer contract documents, and otherwise to develop all information necessary for the construction of the PROJECT.

5. To ensure that applicable environmental laws and regulations are met on the PROJECT, and to certify the PROJECT to FHWA in accordance with Federal requirements.

6. To assign a Project Manager to act as the DEPARTMENT's representative and designated point of contact who will deliver the PROJECT and coordinate with the COUNTY.

7. To assign a team of key personnel to provide support to the DEPARTMENT's Project Manager through the duration of the PROJECT development processes.

8. To assign a Resident Engineer and a team of key personnel to perform quality assurance activities during the construction phase of the PROJECT.

9. To provide (1) copy of the milestone submittals for the plans and specifications to the COUNTY for review and comment, and to invite the COUNTY to project meetings to address such comments, if any.

10. To acquire all right-of-way, permanent easements, and temporary easements required for the PROJECT including property rights required for utility relocations. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

11. To perform the necessary appraisals for the PROJECT including but not limited to appraisals for Starr Avenue between I-15 and Las Vegas Boulevard and for Starr Avenue between I-15 and Dean Martin Drive.

12. To transfer ownership to the COUNTY via a quitclaim deed of the Starr Avenue right-of-way outside the I-15 control of access acquired by the DEPARTMENT provided that any lien or encumbrance which exists on said right-of-way is accepted by the COUNTY, in writing, for the PROJECT, as depicted in EXHIBIT "B."

13. To transfer ownership and maintenance responsibilities of State-purchased right-of-way (Starr Avenue) outside the I-15 right-of-way limits, as depicted in Exhibit "B" to the COUNTY with its attendant improvement and maintenance responsibilities upon approval by the DEPARTMENT's Transportation Board of Directors.

14. To allow COUNTY and/or its contractors access for maintenance of the PROJECT improvements related to flood control facilities and existing and proposed utility services, provided that no direct I-15 freeway access is required and freeway traffic is unimpaired. COUNTY shall provide a one-week notice of maintenance work for flood control facilities within the DEPARTMENT's right-of-way.

15. To maintain those portions of the PROJECT within the I-15 control-of-access as shown in Exhibit "C."

16. To perform the necessary work for the SIGNAL SYSTEMS which the DEPARTMENT did not authorize the COUNTY to perform pursuant to Article I Paragraph 11.

17. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way for the PROJECT, and to have full authority to inspect said utility relocations.

18. To perform the construction administration of the PROJECT, including management of the contractor for the one year (warranty duration) after the substantial completion date or the last working day (whichever is later) to correct any defects in materials and workmanship.

19. To allow the COUNTY to observe, review, and inspect PROJECT construction work with the understanding of the parties that all items of concern are to be reported to the DEPARTMENT's Resident Engineer for correction and not to its contractor.

20. To own, operate, maintain, and provide power for the proposed luminaires on the I-15 mainline and the on and off ramps within the final DEPARTMENT right-of-way in a manner consistent with DEPARTMENT standards, including luminaires under the bridge, as applicable. The luminaires on Starr Avenue within DEPARTMENT right-of-way as stated in Article 1, Paragraph 5, are specifically excluded from such responsibilities.

21. To operate and maintain the newly constructed interchange on and off ramps, except as otherwise provided herein, for the SIGNAL SYSTEMS within the DEPARTMENT right-of-way in a manner consistent with DEPARTMENT standards and practices.

22. To fund one hundred percent (100%) of the replacement/repair costs for the SIGNAL SYSTEMS equipment replaced or repaired due to damages, obsolescence, or normal aging, provided replacement/repair costs exceed One Thousand Five Hundred and No/100 Dollars (\$1,500.00) and are unrecoverable by insurance.

23. To fund one hundred percent (100%) of emergency replacement or repair costs without prior written agreed upon costs associated with the SIGNAL SYSTEMS.

24. To fund one hundred percent (100%) of the authorized replacement/repair costs for the SIGNAL SYSTEMS pursuant to Article I Paragraph 9.

25. To process the COUNTY's invoices within thirty (30) days upon receipt.

26. To obtain a COUNTY encroachment permit and a COUNTY barricade permit for the PROJECT, at no cost to the DEPARTMENT, when working within COUNTY right-of-way.

27. To provide, at no cost, to the COUNTY record drawings of all COUNTY improvements and facilities designed and constructed as part of the PROJECT.

28. To require its contractors to name the COUNTY as an additional insured on any insurance policies required by the DEPARTMENT.

29. To assign a Right-of-Way Agent to coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including April 29, 2019, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

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

3. The parties shall not proceed with said work on the PROJECT until a copy of this fully executed, signed by all individuals on the signatory lines below, Agreement is received. If either party does commence said work prior to receiving a copy of this fully executed Agreement, that party shall forfeit any and all right to reimbursement for that portion of the work performed prior to such receipt. Furthermore, the parties shall not rely on the terms of this Agreement in any way, including, but not limited to, any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to its receipt of the executed Agreement. In the event either party violates the provisions of this Section, that party waives any and all claims and damages against the other party, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity.

4. The parties agree to allow each other to observe, to inspect project construction, and to review applicable change orders in a timely manner which prevents PROJECT delay. All change order requests shall be made in writing. Each party shall complete its review of all change orders submitted to it by the other party within five (5) working days after service of such change orders. In the event the COUNTY does not provide the DEPARTMENT with a written response to the DEPARTMENT's change orders within five (5) working days following the DEPARTMENT's service of such change orders, the DEPARTMENT will proceed with the change orders so as not to delay the PROJECT, and will assume no liability therefore. The COUNTY shall be responsible for all costs associated with change orders requested by the COUNTY for work which cannot be foreseen at this time. It is the intention of the parties that this review does not constitute a joint exercise of powers pursuant to NRS 277.080 to 277.170, inclusive.

5. 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 the terminating party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State and/or County funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

6. 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 facsimile with simultaneous regular mail, or by 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:

Rudy Malfabon, P.E., Director
 Attn.: Ryan Wheeler, P.E., Project Manager
 Nevada Department of Transportation
 Division: Project Management
 1263 South Stewart Street
 Carson City, Nevada 89712
 Telephone: (702) 671-8876 Cell: (702) 278-3391
 Fax: 702-671-8850
 E-mail: rwheeler@dot.state.nv.us

FOR COUNTY:

Denis Cederburg, Director of Public Works
 Clark County, Nevada
 Mailing & Physical:
 500 South Grand Central Parkway, 2nd Floor
 Las Vegas, Nevada 89155-4000
 Telephone: (702) 455-6020
 Fax: (702) 455-6040
 E-mail: dlc@ClarkCountyNV.gov

7. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office in Nevada where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

8. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

9. 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 COUNTY 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.

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. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. 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.

12. 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.

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.

14. 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 or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

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

17. Pursuant to NRS Chapter 239, 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.

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

25. 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 the Attorney General.

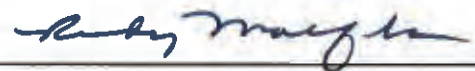
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CLARK COUNTY, NEVADA

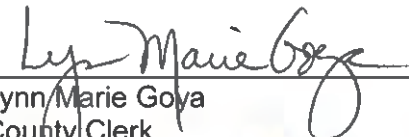
State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION



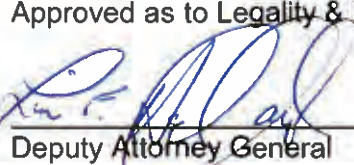
Randall J. Tarr
Assistant County Manager



Director



Lynn Marie Goya
County Clerk

Approved as to Legality & Form:
 10-8-2018

Deputy Attorney General



Christopher D. Figgins
Chief Deputy District Attorney







NRS 277.180 Interlocal contracts.

1. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

2. If it is reasonably foreseeable that a public agency will be required to:

(a) Expend more than \$25,000 to carry out a contract, the contract must:

(1) Set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;

(2) Be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force;

(3) If an agency of this State is a party to the contract, be approved by the Attorney General as to form and compliance with law; and

(4) Be in writing.

(b) Expend \$25,000 or less to carry out a contract, each participating public agency shall maintain written documentation of the terms of the contract for at least 3 years after the date on which the contract was entered into.

3. The authorized purposes of agreements made pursuant to subsection 1 include, but are not limited to:

(a) The joint use of hospitals, road construction and repair equipment, and such other facilities or services as may and can be reasonably used for the promotion and protection of the health and welfare of the inhabitants of this State.

(b) The joint use of county and city personnel, equipment and facilities, including sewer systems, drainage systems, street lighting systems, fire alarm systems, sewage disposal plants, playgrounds, parks and recreational facilities, and public buildings constructed by or under the supervision of the board of county commissioners or the city council of the county and city concerned, upon such terms and agreements, and within such areas within the county as may be determined, for the promotion and protection of health, comfort, safety, life, welfare and property of the inhabitants of the counties and cities.

(c) The joint employment of clerks, stenographers and other employees in the offices of the city and county auditor, city and county assessor, city and county treasurer, or any other joint city and county office existing or hereafter established in the several counties, upon such terms and conditions as may be determined for the equitable apportionment of the expenses of the joint city and county office.

(d) The joint and cooperative use of fire-fighting and fire-protection equipment for the protection of property and the prevention and suppression of fire.

(e) The joint use of county and city personnel, equipment and facilities, upon such terms and conditions, and within such areas within the county as may be determined, for the promotion and protection of the health of the inhabitants of the county and city through the regulation, control and prohibition of the excessive emission of dense smoke and air pollution.

(f) The joint and cooperative use of law enforcement agencies.

(g) The joint use or operation of a system of public transportation.

4. Each public agency which has entered into an agreement pursuant to this section shall annually at the time of preparing its budget include an estimate of the expenses necessary to carry out such agreement, the funds for which are not made available through grant, gift or other source, and provide for such expense as other items are provided in its budget. Each such public agency may furnish property, personnel or services as necessary to carry out the agreement



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting

ITEM # 16: Contracts, Agreements, and Settlements/Judgments—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 November 11, 2022, through December 8, 2022.
- Agreements under \$300,000 executed November 11, 2022, through December 8, 2022.
- Settlements/Judgments which were presented for approval to the Board of Examiners November 11, 2022, through December 8, 2022.

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.

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

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

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/judgments with contractors, property owners, and other parties to resolve disputes. These proposed settlements/judgments 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 November 11, 2022, through December 8, 2022. and agreements executed by the department from November 11, 2022, through December 8, 2022. 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 Executed Agreements – Informational, November 11, 2022, through December 8, 2022.

Recommendation for Board Action:

Informational item only

Prepared by:

Administrative Services Division

State of Nevada Department of Transportation
Executed Agreements - Informational
November 11, 2022 through December 8, 2022

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	54422	00	COW COUNTY TITLE COMPANY	FEE ACQUISITION	N	\$51,584.00	-	-	\$51,584.00	-	11/30/2022	12/01/2027	-	Acquisition	Right-of-Way	Sajid	Craig	11-30-22: ONE (1) FEE ACQUISITION TO FENCE OFF DEPARTMENT PROPERTY FOR THE WINNEMUCCA MAINTENANCE STATION PROJECT, HUMBOLDT COUNTY. NV B/L#: NVD19911019838
2	53022	00	DORIS E. BROOKS	TEMPORARY EASEMENT	N	\$1,000.00	-	-	\$1,000.00	-	11/04/2022	05/30/2025	-	Acquisition	Right-of-Way	Sajid	Craig	11-04-22: ONE (1) TEMPORARY EASEMENT (TE) ALLOWING DEPARTMENT TO CONSTRUCT AMERICANS WITH DISABILITIES ACT (ADA) FEATURES FOR PROJECT SPSR-0359(002) ON STATE ROUTE 359 IN HAWTHORNE, PARCEL NUMBER U-95-MI-049.365.TE1, MINERAL COUNTY. NV B/L#: EXEMPT
3	53722	00	GREAT WESTERN MINING CORPORATION	TEMPORARY EASEMENT	N	\$1,000.00	-	-	\$1,000.00	-	11/17/2022	05/30/2025	-	Acquisition	Right-of-Way	Sajid	Craig	11-17-22: ONE (1) TEMPORARY EASEMENT (TE) ALLOWING DEPARTMENT TO CONSTRUCT AMERICANS WITH DISABILITIES ACT (ADA) FEATURES FOR PROJECT SPSR-0359(002) ON STATE ROUTE 359, PARCEL NUMBER S-359-MI-033.096TE1, MINERAL COUNTY. NV B/L#: NVD20061001882
4	52922	00	PEGGY A. COLE	TEMPORARY EASEMENT	N	\$1,373.00	-	-	\$1,373.00	-	11/04/2022	05/30/2025	-	Acquisition	Right-of-Way	Sajid	Craig	11-04-22: ONE (1) TEMPORARY EASEMENT (TE) ALLOWING DEPARTMENT TO CONSTRUCT AMERICANS WITH DISABILITIES ACT (ADA) FEATURES FOR PROJECT SPSR-0359(002) ON STATE ROUTE 359 IN HAWTHORNE, PARCEL NUMBER U-95-MI-049.465TE1, MINERAL COUNTY. NV B/L#: EXEMPT
5	53322	00	NV ENERGY	LINE EXTENSION	N	\$13.00	-	-	\$13.00	-	11/04/2022	12/01/2027	-	Facility	Right-of-Way	Sajid	Craig	11-04-22: UTILITY TO PROVIDE NEW ELECTRIC SERVICE TO POWER PHASE 1B OF DEPARTMENT'S PROJECT IMPROVEMENTS ON US-395, NORTH VALLEYS, MCCARRAN TO GOLDEN VALLEY, WASHOE COUNTY. NV B/L#: NVD19831015840
6	53822	00	VALLEY ELECTRIC ASSOCIATION	PRELIMINARY ENGINEERING	N	\$5,139.91	-	-	\$5,139.91	-	11/15/2022	12/01/2027	-	Facility	Right-of-Way	Sajid	Craig	11-15-22: PRELIMINARY ENGINEERING NECESSARY TO PAY VALLEY ELECTRIC ASSOCIATION FOR ACCRUED ENGINEERING COSTS FOR THE DESIGN AND COORDINATION OF AN ELECTRICAL SERVICE AT THE INTERSECTION OF STATE ROUTE 160 AND TECOPA ROAD, CLARK COUNTY. NV B/L#: NVD19651000140
7	53922	00	VALLEY ELECTRIC ASSOCIATION	PRELIMINARY ENGINEERING REIMBURSEMENT	Y	\$9,288.66	-	-	\$9,288.66	-	11/15/2022	12/01/2027	-	Facility	Right-of-Way	Sajid	Craig	11-15-22: REIMBURSE VALLEY ELECTRIC ASSOCIATION FOR COSTS INCURRED DURING PRELIMINARY ENGINEERING WORK ASSOCIATED WITH DEPARTMENT'S PROJECT SPF-006-1(012), FOR LIGHTING IMPROVEMENTS AT THE TRUCK PARKING SITE NEAR THE INTERSECTION OF US-6 AND STATE ROUTE 360, MINERAL COUNTY. NV B/L#:NVD19651000140
8	62916	02	DOUGLAS COUNTY PARKS AND RECREATION	WEED ABATEMENT	N	\$181,600.00	\$363,200.00	\$50,000.00	\$594,800.00	-	10/17/2016	12/31/2022	12/08/2022	Interlocal	Maintenance and Asset Management	Jenica	Anita	AMD 2 12-08-22: INCREASE AUTHORITY BY \$50,000.00 FROM \$544,800.00 TO \$594,800.00 DUE TO THE CONTINUED NEED FOR WEED SPRAYING MAINTENANCE WITHIN THE DEPARTMENT RIGHT-OF-WAY, DOUGLAS, WASHOE, AND CARSON COUNTIES. AMD 1 06-20-18: EXTEND TERMINATION DATE FROM 12-31-18 TO 12-31-22 AND INCREASE AUTHORITY BY \$363,200.00 FROM \$181,600.00 TO \$544,800.00 TO PROVIDE WEED SPRAYING SERVICES ON ALL DEPARTMENT RIGHTS-OF-WAY IN DOUGLAS COUNTY, AND WITHIN THE WASHOE COUNTY WETLANDS MITIGATION AREA, CARSON CITY WETLANDS AREA, CENTER WATER QUALITY BASIN, KINGS CANYON DRAINAGE PORTION, WEST COLLECTOR CHANNELS, AND WITHIN THE WEST AND EAST CORRIDORS OF I-580, DOUGLAS, WASHOE, AND CARSON CITY COUNTIES. 10-17-16: PROVIDE WEED SPRAYING WITHIN NDOT RIGHTS-OF-WAY TO CONTROL NOXIOUS WEEDS, CARSON CITY, DOUGLAS, AND WASHOE COUNTIES. NV B/L#: EXEMPT
9	56422	00	UNIVERSITY OF NEVADA, RENO	RESEARCH FEASIBILITY STUDY	Y	\$290,449.00	-	-	\$290,449.00	-	11/28/2022	08/31/2025	-	Interlocal	Research	Sondra	Bob	11-28-22: PERFORM RESEARCH REGARDING FEASIBILITY OF UNMANNED AERIAL VEHICLE IMAGERY FOR MAPPING ROADSIDE MILKWEEDS AND NECTARING PLANTS FOR THE MONARCH BUTTERFLY, STATEWIDE. NV B/L#: EXEMPT
10	46122	01	ALSCO, INC.	BACKPAY FOR LAUNDRY SERVICES	N	\$7,000.00	-	\$5,000.00	\$7,000.00	-	07/01/2022	12/31/2022	11/28/2022	Service Provider	Admin Services	Felicia	Maya	AMD 1 11-28-22: INCREASE AUTHORITY BY \$5,000.00 FROM \$2,000.00 TO \$7,000.00 DUE TO ADDITIONAL INVOICES AND A LITIGATION SETTLEMENT. 08-25-22: AGREEMENT TO ALLOW THE DEPARTMENT TO PAY FOR LAUNDRY SERVICES THAT WERE PERFORMED AFTER THE EXPIRATION OF A STATEWIDE CONTRACT, STATEWIDE. NV B/L#: NVD19591000546-S
11	07220	01	BRIGHT CLEANING SERVICE	JANITORIAL SERVICES	N	\$179,808.00	-	\$55,000.00	\$234,808.00	-	08/30/2020	06/30/2023	11/14/2022	Service Provider	District I	Jeff	Mario	AMD 1 11-14-22: INCREASE AUTHORITY BY \$55,000.00 FROM \$179,808.00 TO \$234,808.00 AND EXTEND THE TERMINATION DATE FROM 02-28-23 TO 06-30-23 DUE TO UTILIZATION OF THE ORIGINAL BUDGET, WHICH OCCURED WITH THE EXPANDED CLEANING SERVICES REQUIRED DURING THE COVID 19 PANDEMIC AND THE NEED TO CONTINUE JANITORIAL SERVICES. 08-30-20: JANITORIAL SERVICES FOR 123 E WASHINGTON BOULEVARD, CLARK COUNTY. NV B/L#: NVD20161746014-Q
12	49622	00	ECO GREEN MAINTENANCE, LLC	JANITORIAL SERVICES	N	\$69,990.00	-	-	\$69,990.00	-	11/16/2022	01/31/2025	-	Service Provider	District III	Jeff	Sami	11-16-22: JANITORIAL SERVICES FOR THE VALMY REST AREA (RP 809), AT MILEPOST HU-53-07, THIRTEEN (13) MILES WEST OF BATTLE MOUNTAIN ON IR-80, HUMBOLDT COUNTY. NV B/L#: NVD20111362322-Q SOLICITED PROPOSERS: ECO GREEN MAINTENANCE, LLC, D&B PROFESSIONAL CLEANING, F.A.A.D. JANITORIAL, JANITORIAL NIA, QUALITY TRI-COUNTY JANITORIAL
13	49722	00	ECO GREEN MAINTENANCE, LLC	JANITORIAL SERVICES	N	\$61,950.00	-	-	\$61,950.00	-	11/16/2022	01/31/2025	-	Service Provider	District III	Jeff	Sami	11-16-22: JANITORIAL SERVICES FOR THE COSGRAVE REST AREA (RP 804), AT MILEPOST PE-69.66, EIGHTEEN (18) MILES WEST OF WINNEMUCCA ON IR-80, PERSHING COUNTY. NV B/L#: NVD20111362322-Q SOLICITED PROPOSERS: ECO GREEN MAINTENANCE, LLC, D&B PROFESSIONAL CLEANING, F.A.A.D. JANITORIAL, JANITORIAL NIA, QUALITY TRI-COUNTY JANITORIAL
14	59322	00	FACILITIES MANAGEMENT	SYSTEM SUPPORT	N	\$9,936.00	-	-	\$9,936.00	-	12/01/2022	11/30/2023	-	Service Provider	District I	Jeff	Mario	12-01-22: MAINTENANCE AND SUPPORT OF AN APPLICATION-BASED FACILITIES MAINTENANCE MANAGEMENT SYSTEM, DISTRICT I, CLARK COUNTY. NV B/L#: EXEMPT-SQ
15	60922	00	INNOVATIVE FLOORING LLC	REPLACE FLOORING	N	\$43,215.32	-	-	\$43,215.32	-	11/22/2022	06/30/2023	-	Service Provider	District I	Jeff	Mario	11-22-22: INSTALLATION OF REPLACEMENT SHEET VINYL FLOORING AND CARPETING IN THE OFFICE AREAS DESCRIBED AS 'ORANGE - SEGMENT 3' AT THE TRAFFIC MANAGEMENT CENTER IN DISTRICT I, CLARK COUNTY. NV B/L#: NVD20191564522-SQ
16	61622	00	INNOVATIVE FLOORING LLC	REPLACE FLOORING	N	\$32,736.34	-	-	\$32,736.34	-	11/29/2022	06/30/2023	-	Service Provider	District I	Jeff	Mario	11-29-22: INSTALL REPLACEMENT SHEET VINYL FLOORING IN THE MATERIALS TESTING LABORATORY IN DISTRICT I, CLARK COUNTY. NV B/L#: NVD20191564522-SQ
17	56022	00	KIMLEY-HORN AND ASSOCIATES	RELOCATION OF SPRUNG STRUCTURE	N	\$132,000.00	-	-	\$132,000.00	-	12/08/2022	09/26/2024	-	Service Provider	Architecture	Jenica	Anita	12-08-22: RELOCATION OF THE SPRUNG STRUCTURE FROM KINGBURY GRADE MAINTENANCE STATION HIGHWAY 207 TO SILVER SPRINGS MAINTENANCE STATION HIGHWAY 50, AND SUCH PROJECT IS NECESSARY AS THE EXISTING SPRING STRUCTURE IS LOCATED IN THE AREA WHERE THE NEW STICK-BUILT SALT/SAND BARN WILL BEPLACES. NV B/L#: NVF19911015458

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18	46922	00	LAS VEGAS PAVING CORPORATION	MILL AND FILL	N	\$286,000.00	-	-	\$286,000.00	-	11/28/2022	03/31/2024	-	Service Provider	District I	Jeff	Mario	11-28-22: MILL AND FILL THE I-15 SOUTHBOUND BRIDGE STRUCTURE (G662S) AT MILEPOST 21.45, CLARK COUNTY. NV B/L#: NVD1958100650-Q SOLICITED PROPOSERS: LAS VEGAS PAVING, GALT DEVELOPMENT, AGGREGATE INDUSTRIES, WELLS CARGO, ROWLEY CONTRACTING, NEW-CON, INC.
19	54820	01	MILESTONE SOLUTIONS, LLP	SUSTAINABLE TRANSPORTATION FUNDING STRATEGIES	N	\$1,795,752.00	-	\$296,961.00	\$2,092,713.00	-	2/9/2021	7/31/2025	12/8/2022	Service Provider	Project Management	Sajid	Nick	AMD 1 12-08-22: INCREASE AUTHORITY BY \$296,961.00 FROM \$1,795,752.00 TO \$2,092,713.00 DUE TO THE NEED FOR ADDITIONAL SUPPORT SERVICES IN LEGISLATIVE AND PUBLIC OUTREACH ACTIVITIES. 02-08-21: EVALUATE NEW FUNDING STRATEGIES FOR TRANSPORTATION THAT MEET THE NEEDS OF ALL USERS, AS WELL AS HELP THE STATE ACHIEVE ENVIRONMENTAL GOALS INCLUDING, BUT NOT LIMITED TO GREENHOUSE GAS EMISSION REDUCTION TARGETS. THIS STUDY WILL EVALUATE POTENTIAL OPTIONS TO DEVELOP A SUSTAINABLE TRANSPORTATION FUNDING SYSTEM. THE SCOPE WILL INCLUDE BUT NOT BE LIMITED TO RESEARCH, ANALYSIS, AND DEVELOPMENT OF POTENTIAL TRANSPORTATION FUNDING STRATEGIES. SPECIFIC TASKS MAY INCLUDE, BUT ARE NOT LIMITED TO: ESTABLISHING A WORKING GROUP OF RELEVANT STAKEHOLDERS; DEVELOPMENT AND IMPLEMENTATION OF A PUBLIC AGENCY AND ELECTED OFFICIAL EDUCATION AND OUTREACH STRATEGY; TAXATION ANALYSIS; EQUITY AND SOCIAL JUSTICE ANALYSIS AS IT RELATES TO TRANSPORTATION FUNDING; LAND-USE AND URBAN PLANNING POLICY, AND LEGISLATIVE ANALYSIS AS IT RELATES TO TRANSPORTATION NEEDS; LEGISLATIVE STRATEGY, INCLUDING BUT NOT LIMITED TO THE DEVELOPMENT OF STATUTORY LANGUAGE AND PROCESS DEVELOPMENT, AND ANALYSIS OF EFFICACY AND FEASIBILITY OF FUNDING MODELS; AND IMPLEMENTATION OF A READINESS ANALYSIS AND IMPLEMENTATION STRATEGY INCLUDING LEGAL, TECHNICAL, ENGINEERING, AND PUBLIC ACCEPTANCE, STATEWIDE. NV B/L#: NV20201966440-R
20	59022	00	READING TRUCK EQUIPMENT, LLC	REPLACE MECHANICS BODY	N	\$60,000.00	-	-	\$60,000.00	-	11/08/2022	04/28/2023	-	Service Provider	Equipment	Jenica	Wayne	11-08-22: REPLACEMENT OF THE SERVICE BODY ON CRANE UNIT 0925, WHITE PINE COUNTY. NV B/L#: EXEMPT
21	58822	00	VISION SIGN, INC.	INSTALL DIGITAL SIGNS	N	\$49,475.00	-	-	\$49,475.00	-	11/18/2022	06/30/2023	-	Service Provider	District I	Jeff	Mario	11-18-22: FABRICATION AND INSTALLATION OF TWO DIGITAL READER PANELS AT THE MAIN STREET ENTRANCE AT THE NORTH YARD IN DISTRICT I, CLARK COUNTY. NV B/L#: NVD19961116253-SQ
22	59422	00	VISION SIGN, INC.	INSTALL TWO (2) ACKLAND SNAP SIGNS	N	\$22,140.94	-	-	\$22,140.94	-	11/18/2022	06/30/2023	-	Service Provider	District I	Jeff	Mario	11-18-22: FABRICATE AND INSTALL TWO (2) ACKLAND SNAP FRAME SYSTEMS AT THE SOUTH YARD IN DISTRICT I, CLARK COUNTY. NV B/L#: NVD19961116253-SQ
23	59822	00	VISION SIGN, INC.	INSTALL DIGITAL PANEL SIGNS	N	\$49,475.00	-	-	\$49,475.00	-	11/18/2022	06/30/2023	-	Service Provider	District I	Jeff	Mario	11-18-22: FABRICATE AND INSTALL TWO DIGITAL READER PANELS AT THE WASHINGTON AVENUE ENTRANCE OF THE NORTH YARD IN DISTRICT I, CLARK COUNTY. NV B/L#: NVD19961116253-SQ
24	59622	00	WESTERN DOOR AND GATE LLC	REPLACE GATE OPENERS	N	\$43,950.20	-	-	\$43,950.20	-	12/05/2022	06/30/2023	-	Service Provider	District I	Jeff	Mario	12-05-22: REPLACEMENT OF AUTOMATED GATE OPENERS THROUGHOUT THE SOUTH ULLOM YARD IN DISTRICT I, CLARK COUNTY. NV B/L#: NVD20071385088-SQ
25	59722	00	WESTERN DOOR AND GATE LLC	REPLACE GATE OPENERS	N	\$45,974.32	-	-	\$45,974.32	-	11/29/2022	06/30/2023	-	Service Provider	District I	Jeff	Mario	11-29-22: REPLACE AUTOMATED GATE OPENERS THROUGHOUT THE NORTH YARD IN DISTRICT I, CLARK COUNTY. NV B/L#: NVD20071385088-SQ
26	55922	00	CITY OF RENO	SIDEWALK, CURB, AND GUTTER	Y	\$600,000.00	-	-	\$600,000.00	\$30,000.00	11/21/2022	06/30/2025	-	Stewardship	LPA	Sajid	Scott	11-21-22: CONSTRUCT A SIDEWALK, CURB, AND GUTTER ON THE SOUTH SIDE OF URBAN ROAD BETWEEN ARLINGTON AVENUE AND PLUMAS STREET, AND ON THE WEST SIDE OF PLUMAS STREET BETWEEN URBAN ROAD AND MOUNTAIN VIEW DRIVE, WASHOE COUNTY. NV B/L#: EXEMPT

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27	60422	00	GCR INC., DBA CIVIX	FEDERAL AVIATION ADMINISTRATION (FAA) INSPECTION SERVICES	N	\$105.00	-	-	-	\$105.00	11/07/2022	09/30/2023	-	Cooperative	Planning	Sondra	Kevin	11-07-22: NO COST AGREEMENT TO PROVIDE FEDERAL AVIATION ADMINISTRATION (FAA) APPROVED AIRPORT INSPECTION SERVICES WITH THE NATIONAL ASSOCIATION OF STATE AVIATION OFFICIALS (NASAO) FOR FAA FUNDED AIRPORTS, CARSON CITY AND CLARK, WASHOE, LINCOLN, NYE, CHURCHILL, LANDER, EUREKA AND WHITE PINE COUNTIES. NV B/L#: EXEMPT
28	53422	00	CITY OF NORTH LAS VEGAS	MANHOLE AND VALVE COVERS	N	\$79,810.00	-	-	-	\$79,810.00	11/04/2022	12/01/2027	-	Facility	Right-of-Way	Sajid	Craig	11-04-22: NO COST AGREEMENT WITH CITY OF NORTH LAS VEGAS TO ADJUST MANHOLE AND VALVE COVERS ON I-15 AND STATE ROUTE 610 (LAMB BOULEVARD), CLARK COUNTY. NV B/L#: EXEMPT
29	53522	00	COX COMMUNICATIONS LAS VEGAS	OCCUPANCY PERMIT	N	-	-	-	-	-	11/09/2022	01/01/2023	-	Facility	Right-of-Way	Sajid	Craig	11-09-22: NO COST AGREEMENT OCCUPANCY PERMIT FOR COMPANY'S USE OR OCCUPANCY OF THE DEPARTMENT'S RIGHT-OF-WAY UNDER PERMIT NUMBER 215957 ON STATE ROUTE 574, FROM MILE POST 24.01 TO MILE POST 24.23, CLARK COUNTY. NV B/L#: NVF19981315619
30	53622	00	COX COMMUNICATIONS LAS VEGAS	OCCUPANCY PERMIT	N	-	-	-	-	-	11/09/2022	01/01/2023	-	Facility	Right-of-Way	Sajid	Craig	11-09-22: NO COST AGREEMENT , OCCUPANCY PERMIT FOR COMPANY'S USE OR OCCUPANCY OF DEPARTMENT'S RIGHT-OF-WAY UNDER PERMIT NUMBER 215971 ON US-95, FROM MILE POST 95.43 TO MILE POST 95.52, CLARK COUNTY. NV B/L#: NVF19981315619
31	54122	00	NV ENERGY	DESIGN APPROVAL	N	-	-	-	-	-	11/17/2022	12/01/2022	-	Facility	Right-of-Way	Sajid	Craig	11-17-22: NO COST AGREEMENT , DESIGN APPROVAL TO FORMALIZE DEPARTMENT'S APPROVAL OF UTILITY'S DESIGN TO PROVIDE POWER FOR PLANNED PROJECT IMPROVEMENTS AT THE VIRGINIA CITY MAINTENANCE YARD, STOREY COUNTY. NV B/L#: NVD19831015840
32	54522	00	NV ENERGY	DESIGN APPROVAL	Y	-	-	-	-	-	11/30/2022	12/01/2023	-	Facility	Right-of-Way	Sajid	Craig	11-30-22: NO COST AGREEMENT DESIGN APPROVAL TO PROVIDE POWER FOR PLANNED PROJECT IMPROVEMENTS LOCATED ON I-80 AND GOLCONDA SUMMIT INTERCHANGE, HUMBOLDT COUNTY. NV B/L#: NVD19831015840
33	54222	00	SOUTHERN NEVADA WATER	MANHOLE AND VALVE COVERS	N	-	-	-	-	-	11/21/2022	12/01/2027	-	Facility	Right-of-Way	Sajid	Craig	11-21-22: NO COST AGREEMENT TO ADJUST FIVE (5) MANHOLE AND VALVE COVERS LOCATED ON I-15, STATE ROUTE 610, AND LAMB BOULEVARD, CLARK COUNTY. NV B/L#: EXEMPT
34	54322	00	UPRISE FIBER	OCCUPANCY PERMIT	N	-	-	-	-	-	11/30/2022	12/01/2027	-	Facility	Right-of-Way	Sajid	Craig	11-30-22: NO COST AGREEMENT OCCUPANCY PERMIT UNDER PERMIT NUMBER 216007 LOCATED ON IR-80 FROM MILEPOST 131.5 TO MILEPOST 132.08, ELKO COUNTY. NV B/L#: EXEMPT
35	54022	00	WASHOE COUNTY	MANHOLE AND VALVE COVERS	N	\$31,912.50	-	-	-	\$31,912.50	11/21/2022	12/01/2027	-	Facility	Right-of-Way	Sajid	Craig	11-21-22: NO COST AGREEMENT TO ADJUST FIFTEEN (15) MANHOLE AND VALVE COVERS IN CONFLICT WITH THE DEPARTMENT'S PROJECT LOCATED ON STATE ROUTE 671, HOLCOMB RANCH, LAKESIDE DRIVE, AND WEST HUFFAKER LANE, WASHOE COUNTY. NV B/L#: EXEMPT
36	31722	00	DOUGLAS COUNTY PUBLIC WORKS	PEDESTRIAN CROSSING SYSTEM	N	\$20,000.00	-	\$20,000.00	-	-	07/26/2022	03/31/2023	12/6/2022	Interlocal	Traffic Operations	Jenica	Rod	AMD 1 12-06-22: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 12-31-22 TO 03-31-23 DUE TO A DELAY IN THE INVOICE AND ADMINISTRATIVE PROCESSING FOR THE PROJECT.
37	62922	00	HENRIETTA VICTORIA MORIN	EMPLOYEE LEASE	N	\$4,780.00	-	-	-	\$4,780.00	11/30/2022	11/20/2026	-	Lease	District III	Jeff	Sami	11-30-22: NO COST AGREEMENT EMPLOYEE HOUSE LEASE FOR THE EMIGRANT MAINTENANCE STATION HOUSE #245, WHICH IS AN UNFURNISHED DWELLING, EUREKA COUNTY. NV B/L#: EXEMPT
38	49422	00	VERIZON WIRELESS	TELECOMMUNICATIONS INSTALLATION	N	-	-	-	-	-	12/01/2022	12/01/2026	-	License	Traffic Operations	Jenica	Rod	12-01-22: NO COST AGREEMENT FOR RIGHT-OF-WAY TO INSTALL ITS OWN INFRASTRUCTURE AND SUPPORTING TELECOMMUNICATION EQUIPMENT, STATEWIDE. NV B/L#: NVF20201886846
39	64422	00	WANRACK, LLC	SHARING TELECOMMUNICATIONS	N	-	-	-	-	-	12/06/2022	12/06/2042	-	License	Traffic Operations	Jenica	Rod	12-06-22: NO COST AGREEMENT TO ALLOW SHARING OF TELECOMMUNICATIONS FACILITIES BETWEEN WANRACK, LLC AND THE DEPARTMENT. LOCATION-SPECIFIC AGREEMENT WILL BE CREATED TO DOCUMENT ANY FUTURE TELECOMMUNICATION SHARING ARRANGEMENTS. NV B/L#: NVF20181018961
40	66018	03	ATKINS NORTH AMERICA, INC.	ON-CALL DESIGN SERVICES	N	\$4,200,000.00	\$1,380,000.00	\$296,961.00	\$5,580,000.00	-	12/3/2018	12/31/2023	11/28/2022	Service Provider	Traffic Operations	Jenica	Rod	AMD 3 11-28-22: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 12-31-22 TO 12-31-23 DUE TO THE CONTINUED NEED FOR SERVICES AND UPDATE SECOND PARTY INFORMATION. AMD 2 08-10-20: INCREASE AUTHORITY BY \$1,380,000.00 FROM \$4,200,000.00 TO \$5,580,000.00 DUE TO AN UNANTICIPATED INCREASED NUMBER OF PROJECTS IN THE TRAFFIC OPERATIONS DIVISION, THE NUMBER OF TASK ORDERS FOR THESE AGREEMENTS HAVE BEEN UTILIZED. AS A RESULT, THE FUNDING HAS BEEN NEARLY EXPENDED IN THE FIRST TWO YEARS FOR THE FOUR-YEAR PLAN FOR THREE MASTER AGREEMENTS. THIS AMENDMENT WILL ALLOW PROJECTS TO CONTINUE UNTIL A NEW RFP IS SOUGHT FOR FUTURE MASTER SERVICE AGREEMENTS. AMD 1 05-22-2020: NO COST AMENDMENT TO REMOVE ATTACHMENT B- COMPENSATION RATES AND REPLACE WITH AMENDED COMPENSATION RATES TO INCLUDE TITLES, DESCRIPTIONS AND ASSOCIATED COMPENSATION RATES FOR CLARIFICATION PURPOSES. 12-03-18: THREE SERVICE PROVIDERS SELECTED UNDER RFP 217-18-016 TO PROVIDE TRAFFIC OPERATIONS ENGINEERING DESIGN SERVICES ON AN AS-NEEDED BASIS FOR ONGOING REQUIREMENTS TO AUGMENT EMPLOYEE WORKLOADS, AS WELL AS, BRING IN TRAINED EXPERTS IN AREAS WHERE THE DEPARTMENT HAS A SHORTAGE OF ADEQUATE EXPERIENCE. SCOPE OF SERVICES INCLUDE, BUT ARE NOT LIMITED TO, TRAFFIC CONTROL, TRAFFIC SIGNALS, ROADWAY LIGHTING, STRIPING, SIGNING, AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) DESIGN, TRAFFIC ANALYSIS, TRAFFIC MODELING, AND ASSIST THE DEPARTMENT WITH ITS TRAFFIC OPERATIONS PROGRAMS AND PROJECTS, STATEWIDE. NV B/L#: NVF19981347315, NVF19851010291, AND NVD20081407877-R
41	10221	03	ATKINS NORTH AMERICA, INC.	RESILIENCY PLANNING AND OPERATIONS	N	\$199,941.57	-	-	\$199,941.57	-	11/17/2021	03/31/2023	11/22/2022	Service Provider	Stormwater	Darin	My-Linh	AMD 3 11-22-22: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 01-31-23 TO 03-31-23 TO PROVIDE ADDITIONAL TIME FOR SERVICE PROVIDER TO COMPLETE A PARALLEL RESEARCH AND DEVELOPMENT PROJECT TO HELP MITIGATE AN UNEXPECTED AND EXTENSIVE STATEWIDE FLOOD MODEL DATA GAP. AMD 2 08-30-22: NO COST AMENDMENT TO REPLACE STANDARD COST PROPOSAL TO OUTLINE EACH POSITION, RATHER THAN SPECIFIC INDIVIDUALS. AMD 1 07-21-22: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 10-31-22 TO 01-31-23 DUE TO ADDITIONAL TIME NEEDED TO COMPILE DATA FROM A PARALLEL PROJECT. 11-17-21: INCORPORATE RESILIENCY INTO LONG-TERM TRANSPORTATION PLANNING AND OPERATIONS TO ADAPT TO AND PREVENT NATURAL HAZARDS AND OTHER DISTURBANCES, STATEWIDE. NV B/L#: NVF19981347315-R

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42	15819	01	BIO LOGICAL, LLC	BIOLOGICAL MONITORING SERVICES	Y	\$293,571.05	-	-	\$293,571.05	-	12/03/2019	02/28/2023	11/21/2022	Service Provider	Environmental	Darin	My-Linh	AMD 1 11-21-22: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 12-31-22 TO 02-28-23 DUE TO DELAYS IN CONSTRUCTION. 12-03-19: BIOLOGICAL MONITORING SERVICES ON THE I-15 NORTH CLARK COUNTY 215 INTERCHANGE IMPROVEMENTS PROJECT TO MINIMIZE CONSTRUCTION IMPACT ON MOJAVE DESERT TORTOISES AND OTHER PLANT AND WILDLIFE SPECIES, CLARK COUNTY. NV B/L: NVD20151394045-R
43	66218	03	C.A. GROUP, INC.	ON-CALL DESIGN SERVICES	N	\$4,200,000.00	\$1,380,000.00	\$296,961.00	\$5,580,000.00	-	12/3/2018	12/31/2023	11/29/2022	Service Provider	Traffic Operations	Jenica	Rod	AMD 3 11-29-22: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 12-31-22 TO 12-31-23 DUE TO THE CONTINUED NEED FOR SERVICES AND UPDATE SECOND PARTY INFORMATION.
44	44820	01	CONSTRUCTION MATERIALS ENGINEERS, INC.	DII CREW AUGMENTATION	N	\$2,006,498.13	-	-	\$2,006,498.13	-	11/10/2020	11/10/2024	12/8/2022	Service Provider	Construction	Sajid	Sam	AMD 1 12-08-22: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 12-31-22 TO 11-10-24 DUE TO THE CONTINUED NEED FOR AUGMENTATION SERVICES FOR CONSTRUCTION CREWS IN DISTRICT II. 11-10-20: PROCURED UNDER RFP 339-20-040 TO SELECT ONE (1) FIRM FOR EACH DISTRICT TO PROVIDE PROFESSIONAL AND TECHNICAL ENGINEERING SERVICES TO AUGMENT DEPARTMENT CONSTRUCTION CREWS ON AN AS-NEEDED BASIS. WILL ENSURE THAT THE CONSTRUCTION OF DEPARTMENT PROJECTS IS ACCOMPLISHED IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS, STATEWIDE. NV B/L#: NVF19991246016, NVD20091073153, NVD19921050120-R
45	44920	03	GEOTECHNICAL AND ENVIRONMENTAL ENGINEERS, INC.	DIII CREW AUGMENTATION	N	\$1,589,850.99	\$1,000,000.00	-	\$2,589,850.99	-	11/10/2020	11/10/2024	12/8/2022	Service Provider	Construction	Sajid	Sam	AMD 3 12-08-22: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 12-31-22 TO 11-10-24 DUE TO THE CONTINUED NEED FOR AUGMENTATION SERVICES FOR CONSTRUCTION CREWS IN DISTRICT II. AMD 2 10-25-21: CORRECTION TO AGREEMENT DATE DUE A CLERICAL ERROR IN AMENDMENT 1. AMD 1 10-13-21: INCREASE AUTHORITY BY \$1,000,000.00 FROM \$1,589,850.99 TO \$2,589,850.99 TO ACCOMMODATE THE CREW AUGMENTATION NEEDS OF DISTRICT III 11-10-20: PROCURED UNDER RFP 339-20-040 TO SELECT ONE (1) FIRM FOR EACH DISTRICT TO PROVIDE PROFESSIONAL AND TECHNICAL ENGINEERING SERVICES TO AUGMENT DEPARTMENT CONSTRUCTION CREWS ON AN AS-NEEDED BASIS. WILL ENSURE THAT THE CONSTRUCTION OF DEPARTMENT PROJECTS IS ACCOMPLISHED IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS, STATEWIDE. NV B/L#: NVF19991246016, NVD20091073153, NVD19921050120-R



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting

ITEM # 17: Condemnation Resolution No. 479, US 6, Nye County, MM Holdings, LLC, – 1 Owner, 3 Parcels. – *For possible action*

Summary:

The Department is acquiring property and property rights for the construction of a storm drain system along US 6 in Tonopah, Nye County, Nevada. The Department is seeking the Board's approval of a condemnation action for the unresolved acquisition as described below.

Background:

U-006-NY-000.527, 000.527PE1, & 000.527TE1 – MM Holdings, LLC:

The negotiations are unresolved for the acquisitions from MM Holdings, LLC. It is necessary to acquire a 21,015 square-foot fee portion of said property along its northern boundary adjacent to US 6 for Department storm drain installation, a 2,240 square-foot permanent easement intersecting the property-in-question for the installation and maintenance of a relocated sewer line and a 653 square-foot temporary easement for the construction of both systems. The temporary easement is needed for a time period of two years.

The acquisitions in question, which for the most part lie along the south side of US 6 in Tonopah, Nye County, NV, are highlighted in purple, green, and blue on the right-of-way plans that are part of the Condemnation Resolution (Attachment B). Purple represents the fee acquisition; green represents the permanent easement and blue represents the temporary easement.

Although the owner has received the offer package, negotiations have stalled as the owner has outright declined the offer. The Department is continuing to work toward a settlement but is requesting this condemnation resolution to meet project deadlines.

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

Analysis:

A condemnation resolution is requested so that the Department can certify the right-of-way to the Federal Highway Administration to meet the project schedule. Prior to construction, all environmental testing and any demolition must be accomplished. Pursuant to Chapter 241 of the Nevada Revised Statutes, the required notices regarding this open meeting have been served.

List of Attachments:

- A. Location Map
- B. Condemnation Resolution No. 479 with Right-of-Way plans
- C. Section 408.503 of the Nevada Revised Statutes
- D. Section 241.034 of the Nevada Revised Statutes

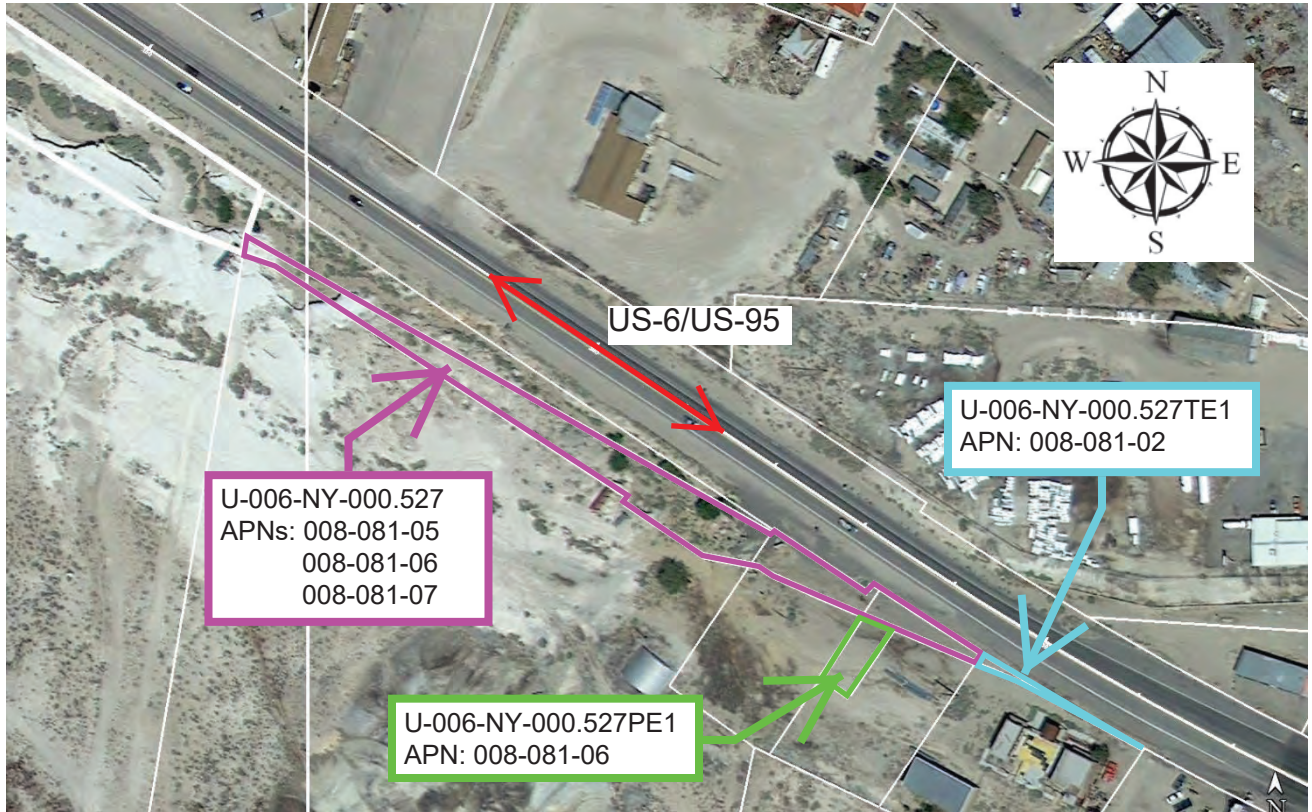
Recommendation for Board Action:

Approve Condemnation Resolution No. 479, US 6

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP



CONDEMNATION RESOLUTION No. 479

**DESCRIPTION: US-6/US-95 Highway, Slime Wash Drainage
in the Town of Tonopah, County of Nye, State of Nevada**

Attachment B

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEPARTMENT OF TRANSPORTATION AUTHORIZING ACQUISITION BY CONDEMNATION OF PROPERTY FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND RELOCATION OF A SANITARY SEWER LINE ALONG NORTH MAIN STREET (US-6/US-95), FROM CUTTING STREET TO ONE-THIRD OF A MILE SOUTHEAST OF CEMETERY ROAD, IN THE TOWN OF TONOPAH, IN THE UNINCORPORATED AREA OF NYE COUNTY, NEVADA.

CONDEMNATION RESOLUTION NO. 479

WHEREAS, the Department of Transportation of the State of Nevada (hereinafter the "Department") is empowered by chapter 408 of the Nevada Revised Statutes to acquire real property, interests therein, and improvements located thereon for the construction and maintenance of highways; and

WHEREAS, the Department has determined that the public interest and necessity require the acquisition, construction, and completion by the State of Nevada, acting by and through the Department, of a public improvement, namely the construction and maintenance of drainage facilities and relocation of a sanitary sewer line along North Main Street (US-6/US-95), from Cutting Street to one-third of a mile southeast of Cemetery Road, in the town of Tonopah in the unincorporated area of Nye County, State of Nevada and that the real property hereinafter described is necessary for said public improvement; and

WHEREAS, the Department plans to obligate federal-aid funds for this project, and let a construction contract for said project, and the real property hereinafter described will be needed for said highway project; and

WHEREAS, pursuant to section 408.503 of the Nevada Revised Statutes, the Department shall not commence any legal action in eminent domain until the Board of Directors of the Department adopts a resolution declaring that the public interest and

Attachment B

necessity require the highway improvement and that the property described is necessary for such improvement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Department, pursuant to section 408.503 of the Nevada Revised Statutes:

That the public interest and necessity require the acquisition, construction, reconstruction, improvement, maintenance or completion by the State of Nevada, acting through the Department, of a public highway improvement; and that the real property hereinafter described is necessary for said public highway improvement; and

That the proposed construction of said public highway improvement on and along an alignment heretofore approved is planned and located in a manner which will be the most compatible with the greatest public good and the least private injury.

BE IT FURTHER RESOLVED THAT the Department be and is hereby authorized and directed:

To acquire in the name of and on behalf of the State of Nevada, in fee simple absolute, unless a lesser estate is hereinafter described, the following described real property and interests therein by the exercise of the power of eminent domain in accordance with the provisions of chapters 37 and 408 of the Nevada Revised Statutes;

To commence and prosecute, if necessary, in the name of the State of Nevada, condemnation proceedings in the proper court to condemn said real property and interests therein; and

To make application to said court for an order permitting the Department to take possession and use of said real property as may be necessary for construction of said public highway improvement, and to pledge the public faith and credit of the State of

Attachment B

Nevada as security for such entry or, should the Department deem such advisable, to deposit with the Clerk of such court, in lieu of such pledge, a sum equal to the just compensation for the property and property rights sought to be condemned as determined by the Department, and to acquire the following real property owned by MM Holdings, LLC, a Nevada Limited Liability Company:

PARCEL NO. U-006-NY-000.527 to be acquired fee simple absolute.

Said real property situate, lying and being in the Town of Tonopah, County of Nye, State of Nevada and more particularly described as a portion of the SE 1/4 of the NE 1/4 of Section 34 and a portion of the SW 1/4 of the NW 1/4 of Section 35, T. 3 N., R. 42 E., M.D.M., and further described as being a portion of Parcels 1 and 2, shown and delineated on that certain PARCEL MAP, filed for record on July 2, 1986, as File No. 163870, in the Official Records of Nye County, Nevada, and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or southwesterly right-of-way line of US-06/US-95 (North Main Street), 40.00 feet left of and measured radially from Highway Engineer's Station "L" 355+44.42 P.O.C., said point of beginning further described as bearing N. 35°18'23" W., a distance of 10,259.52 feet from a 3 inch BRASS CAP stamped "W 1/16 S1/S12 1990", accepted as the west sixteenth corner common to Sections 1 and 12, T. 2 N., R. 42 E., M.D.M.; thence along the following seventeen (17) courses and distances:

Attachment B

- 1) S. $34^{\circ}15'46''$ W. – 10.51 feet, along said left or southwesterly right-of-way line;
- 2) N. $66^{\circ}44'28''$ W. – 157.72 feet, of which the first 82.83 feet and last 43.76 feet are along said right-of-way line;
- 3) N. $65^{\circ}24'06''$ W. – 51.00 feet, continuing along said right-of-way line;
- 4) N. $55^{\circ}39'31''$ W. – 12.52 feet, continuing along said right-of-way line;
- 5) N. $78^{\circ}43'12''$ W. – 52.20 feet, continuing along said right-of-way line;
- 6) N. $56^{\circ}04'14''$ W. – 90.20 feet, continuing along said right-of-way line;
- 7) N. $33^{\circ}55'46''$ E. – 7.95 feet, continuing along said right-of-way line;
- 8) N. $65^{\circ}25'48''$ W. – 10.08 feet, continuing along said right-of-way line;
- 9) N. $56^{\circ}01'53''$ W. – 29.25 feet, continuing along said right-of-way line;
- 10) N. $56^{\circ}38'04''$ W. – 354.57 feet, continuing along said right-of-way line;
- 11) N. $68^{\circ}07'47''$ W. – 29.58 feet, continuing along said right-of-way line;

Attachment B

- 12) N. 9°56'32" E. – 15.86 feet to the southwesterly right-of-way line of the Town of Tonopah;
- 13) S. 60°13'14" E. – 561.77 feet, along said right-of-way line;
- 14) N. 34°15'46" E. – 4.13 feet, continuing along said right-of-way line to the former left or southwesterly right-of-way line of US-06/US-95 (North Main Street);
- 15) S. 56°04'14" E. – 104.58 feet, along said former right-of-way line;
- 16) N. 33°55'46" E. – 10.00 feet, continuing along said former right-of-way line;
- 17) from a tangent which bears S. 56°04'14" E., along said former right-of-way line, curving to the left with a radius of 3,540.00 feet, through an angle of 1°57'02", an arc distance of 120.51 feet to the point of beginning; said parcel contains an area of 21,015 square feet (0.48 acres).

PARCEL NO. U-006-NY-000.527PE1 to be acquired as a permanent, perpetual and assignable easement for the location, construction, and maintenance of a new sewer line.

Said real property situate, lying and being in the Town of Tonopah, County of Nye, State of Nevada and more particularly described as a portion of the SW 1/4 of the

Attachment B

NW 1/4 of Section 35, T. 3 N., R. 42 E., M.D.M., and further described as a portion of Parcel 2, shown and delineated on that certain PARCEL MAP, filed for record on July 2, 1986, as File No. 163870, in the Official Records of Nye County, Nevada, and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or southwesterly right-of-way line of US-06/US-95 (North Main Street), 64.01 feet left of and measured radially from Highway Engineer's Station "L" 356+25.24 P.O.C., said point of beginning further described as bearing N. 35°36'03" W. a distance of 10,326.67 feet from a 3 inch BRASS CAP stamped "W 1/16 S1/S12 1990", accepted as the west sixteenth corner common to Sections 1 and 12, T. 2 N., R. 42 E., M.D.M.; thence along the following four (4) courses and distances:

- 1) S. 34°15'46" W. – 76.20 feet along said left or southwesterly right-of-way line;
- 2) N. 56°03'45" W. – 30.55 feet continuing along said right-of-way line to the northwesterly parcel line of said Parcel 2;
- 3) N. 34°15'46" E. – 70.43 feet, along said parcel line and said right-of-way line;
- 4) S. 66°44'28" E. – 31.13 feet, departing said left or southwesterly right-of-way line to the point of

beginning; said parcel contains an area of 2,240 square feet (0.05 acres).

PARCEL NO. U-006-NY-000.527TE1 to be acquired as a temporary easement for construction purposes for a two-year period commencing on July 1, 2023 and shall continue through and include the termination date of June 30, 2025, with the right and option to extend the term for successive periods for a total term not to exceed an aggregate of 4 years.

Said real property situate, lying and being in the Town of Tonopah, County of Nye, State of Nevada and more particularly described as being a portion of the SW 1/4 of the NW 1/4 of Section 35, T. 3 N., R. 42 E., M.D.M., and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or southwesterly right-of-way line of US-06/US-95 (North Main Street), 40.00 feet left of and measured radially from Highway Engineer's Station "L" 355+44.42 P.O.C., said point of beginning further described as bearing N. 35°18'23" W. a distance of 10,259.52 feet from a 3 inch BRASS CAP stamped "W 1/16 S1/S12 1990", accepted as the west sixteenth corner common to Sections 1 and 12, T. 2 N., R. 42 E., M.D.M.; thence along the following five (5) courses and distances:

- 1) from a tangent which bears S. 58°01'16" E., along said left or southwesterly right-of-way line, curving to

Attachment B

- the left with a radius of 3,540.00 feet, through an angle of 2°50'19", an arc distance of 175.38 feet;
- 2) S. 34°15'46" W. – 1.48 feet departing said left or southwesterly right-of-way line;
 - 3) N. 61°01'14" W. – 129.63 feet;
 - 4) N. 66°07'52" W. – 46.68 feet to said left or southwesterly right-of-way line;
 - 5) N. 34°15'46" E. – 10.51 feet, along said right-of-way line to the point of beginning; said parcel contains an area of 653 square feet (0.01 acres).

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

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Attachment B

BE IT FURTHER RESOLVED that the Director, Deputy Director, and Chief Counsel of the Department have the power to enter into any stipulations or file any necessary pleadings in any condemnation proceeding and to bind the Department of Transportation in the completion of this project.

Adopted this _____ day of _____, 2023.

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

Secretary to the Board

Governor Joe Lombardo
Chairman

APPROVED AS TO LEGALITY
AND FORM

Lori M. Story
Senior Deputy Attorney General
Acting on Behalf of Chief Dennis Gallagher
as Counsel to Department of Transportation

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	SPF-006-2(015)	RIE	171

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY PROJECT

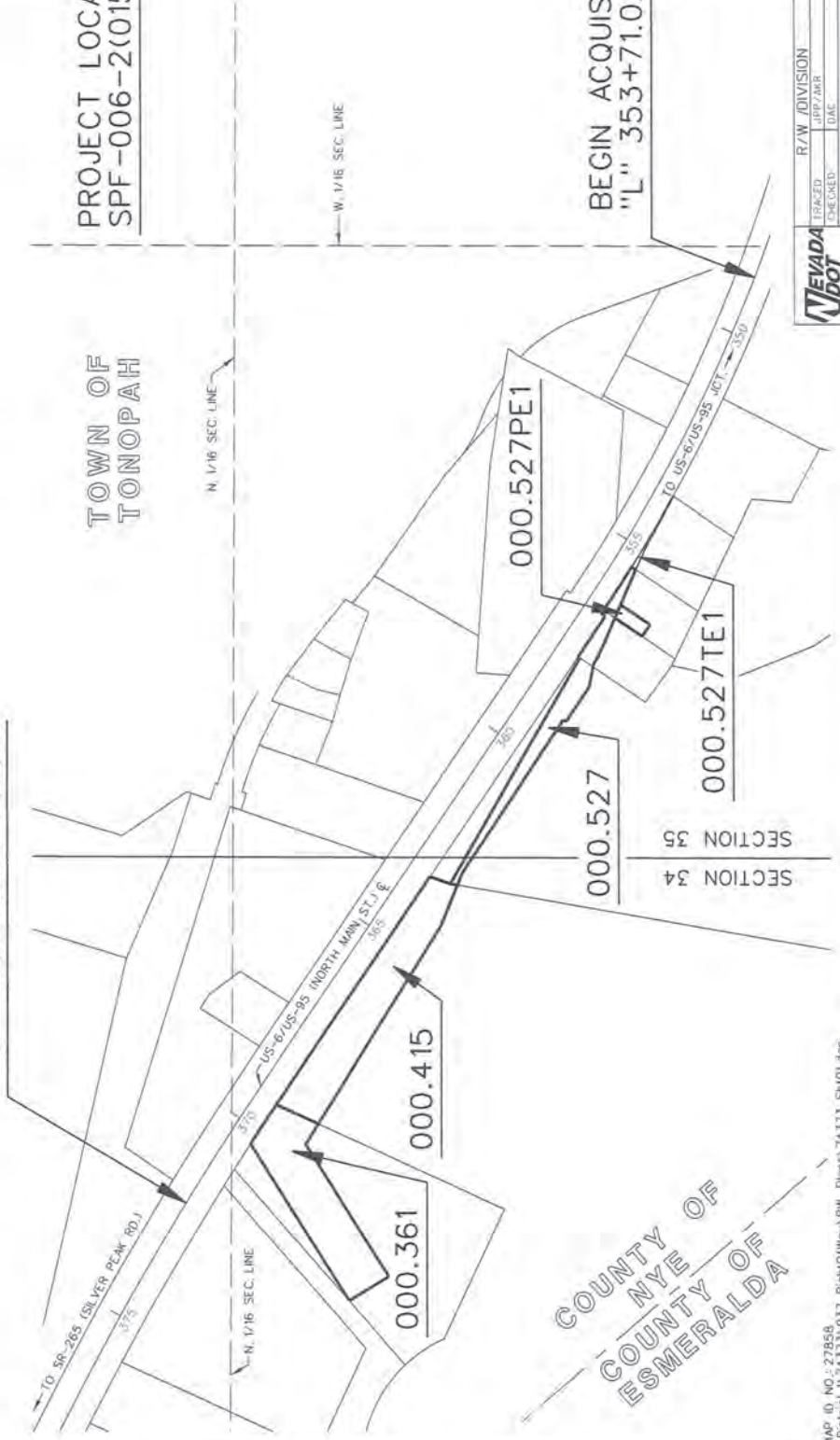


PROJECT LOCATION
SPF-006-2(015)

END ACQUISITION
"L" 372+17.00 P.O.C.

TOWN OF
TONOPAH

BEGIN ACQUISITION
"L" 353+71.02 P.O.C.



COUNTY OF
ESMERALDA
COUNTY OF
NYE

NEVADA DOT

TRACED: _____
CHECKED: _____
R/W DIVISION: _____
APP/ADR: _____
DAC: _____
PHONE: 1.775.1.888-1470

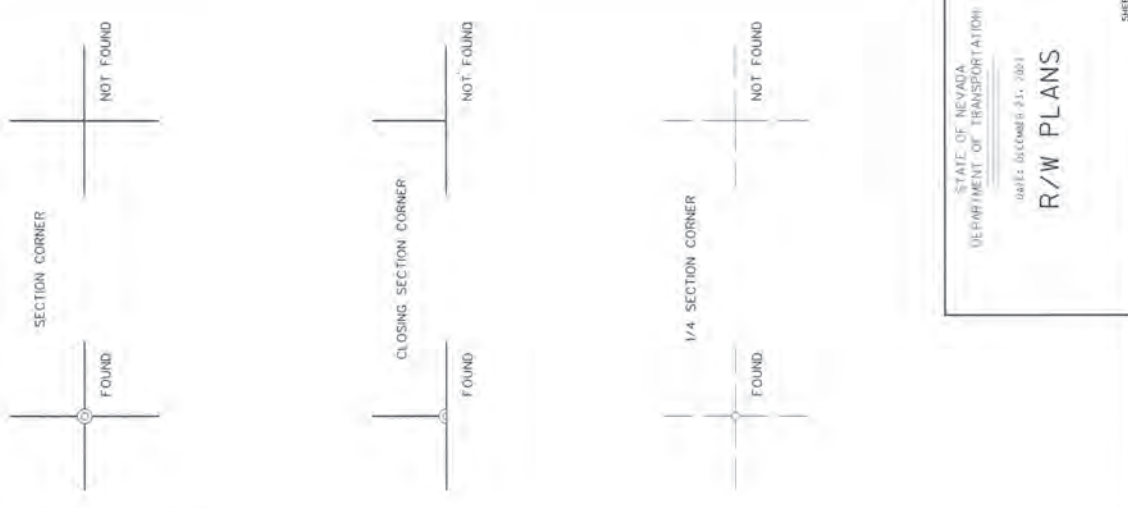
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
DATE: DECEMBER 24, 2010
US-6/US-95 FROM
CUTTING ST. TO SLIME WASH
UPGRADE DRAINAGE FACILITIES
SCALE: 1"=50'

MAP ID: NO.: 27858
District: 1174373\037_RightOfWay\RW_Plans\74373_Sh101.dgn

SHEET NO. RWZ

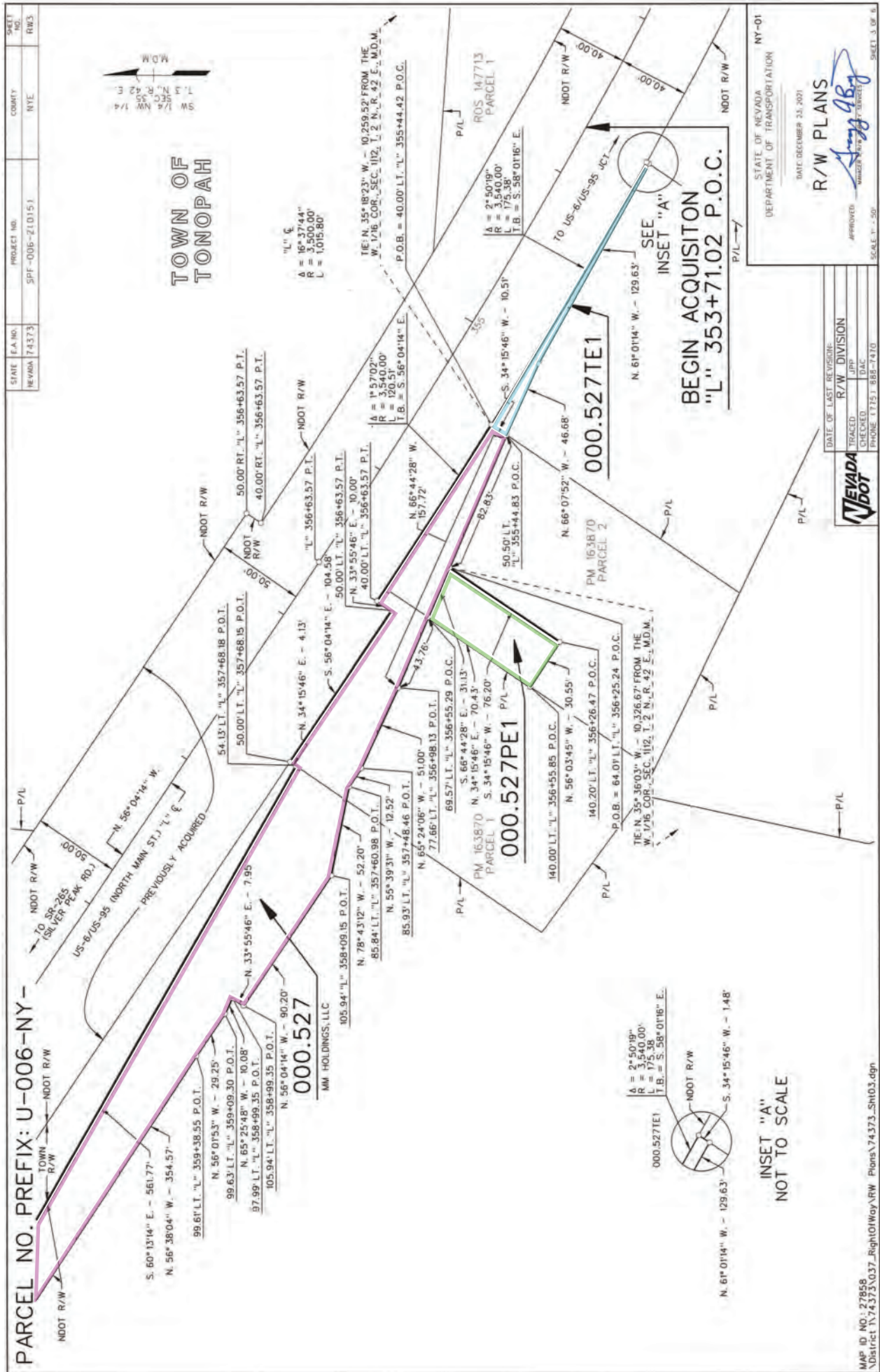
LEGEND OF RIGHT-OF-WAY SYMBOLS

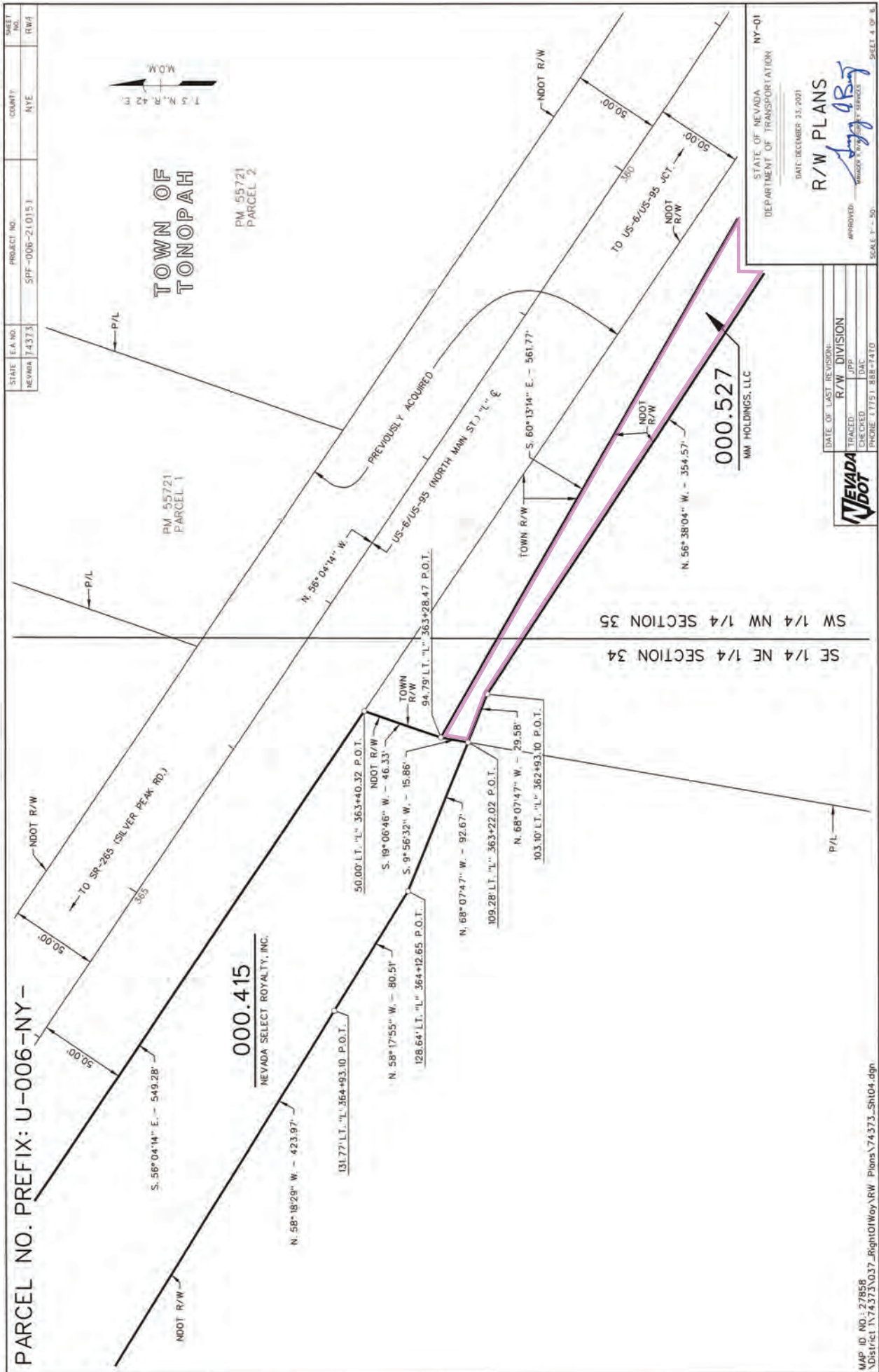
C/A	CONTROL OF ACCESS		CONTROL OF ACCESS WITH FENCE OR BARRIER. TICKS FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A ON THE R/W. LINE TICKS FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W.
☉	CENTERLINE		CONTROL OF ACCESS WITHOUT A FENCE OR BARRIER. "DRAGON'S TEETH" FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A ON THE R/W. LINE "DRAGON'S TEETH" FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W.
C/P	PERMISSION TO CONSTRUCT		LOCATION AT WHICH ACCESS TO THE FREEWAY IS PERMITTED BY THE STATE
Δ	DELTA		SUBDIVISION BOUNDARY
L	ARC LENGTH		RESERVATION OR PARK BOUNDARY
LT	LEFT		STATE LINE
P.C.	POINT OF CURVATURE		COUNTY LINE
P.C.C.	POINT OF COMPOUND CURVATURE		CITY OR TOWN LIMITS
PE	PERMANENT EASEMENT		SECTION LINE
P/L	PROPERTY LINE		1/4 SECTION LINE
P.O.B.	POINT OF BEGINNING		1/16 SECTION LINE
P.O.C.	POINT ON CURVE		1/64 SECTION LINE
P.O.E.	POINT OF ENDING		1/256 SECTION LINE
P.O.T.	POINT ON TANGENT		FENCE LINE
P.R.C.	POINT OF REVERSE CURVATURE		
P.T.	POINT OF TANGENCY		
R	RADIUS		
REM.	REMAINDER		
RT.	RIGHT		
R/W	RIGHT-OF-WAY		
TE	TEMPORARY EASEMENT		



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
DATE: December 21, 2001
R/W PLANS

MAP ID NO.: 27858
X:\District 1\74373\037_RightOfWay\RW_Plans\74373_Sht02.dgn





STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	74373	SPP-006-210151	WYE	R/W

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
NY-01

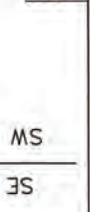
DATE: DECEMBER 23, 2001

R/W PLANS

APPROVED: *[Signature]*
WANDA R. [Name]
WANDA R. [Name] SERVICES

SCALE: 1" = 50'

DATE OF LAST REVISION:	R/W	DIVISION
TRACED:	JPP	
CHECKED:	DAIC	
PHONE:	1.775.1.888-1410	



MAP ID NO.: 27858
 \District\74373\037_RightOfWay\RW_Plans\74373_Sht04.dgn

Attachment C

NRS 408.503 Eminent domain: Resolution by Board; precedence over other legal actions.

1. The Department shall not commence any legal action in eminent domain until the Board adopts a resolution declaring that the public interest and necessity require the acquisition, construction, reconstruction, improvement or completion by the State, acting through the Department, of the highway improvement for which the real property, interests therein or improvements thereon are required, and that the real property, interests therein or improvements thereon described in the resolution are necessary for such improvement.

2. The resolution of the Board is conclusive evidence:

(a) Of the public necessity of such proposed public improvement.

(b) That such real property, interests therein or improvements thereon are necessary therefor.

(c) That such proposed public improvement is planned or located in a manner that will be most compatible with the greatest public good and the least private injury.

3. All legal actions in all courts brought under the provisions of this chapter to enforce the right of eminent domain take precedence over all other causes and actions not involving the public interest, to the end that all such actions, hearings and trials thereon must be quickly heard and determined.

(Added to NRS by [1957, 691](#); A [1960, 392](#); [1987, 1810](#); [1989, 1306](#))

Attachment D

NRS 241.034 Meeting to consider administrative action against person or acquisition of real property by exercise of power of eminent domain: Written notice required; exception.

1. Except as otherwise provided in subsection 3:

(a) A public body shall not consider at a meeting whether to:

(1) Take administrative action against a person; or

(2) Acquire real property owned by a person by the exercise of the power of eminent domain,

Ê unless the public body has given written notice to that person of the time and place of the meeting.

(b) The written notice required pursuant to paragraph (a) must be:

(1) Delivered personally to that person at least 5 working days before the meeting; or

(2) Sent by certified mail to the last known address of that person at least 21 working days before the meeting.

Ê A public body must receive proof of service of the written notice provided to a person pursuant to this section before the public body may consider a matter set forth in paragraph (a) relating to that person at a meeting.

2. The written notice provided in this section is in addition to the notice of the meeting provided pursuant to [NRS 241.020](#).

3. The written notice otherwise required pursuant to this section is not required if:

(a) The public body provided written notice to the person pursuant to [NRS 241.033](#) before holding a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of the person; and

(b) The written notice provided pursuant to [NRS 241.033](#) included the informational statement described in paragraph (b) of subsection 2 of that section.

4. For the purposes of this section, real property shall be deemed to be owned only by the natural person or entity listed in the records of the county in which the real property is located to whom or which tax bills concerning the real property are sent.

(Added to NRS by [2001, 1835](#); A [2001 Special Session, 155](#); [2005, 2247](#))



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting

ITEM # 18: Condemnation Resolution No. 480, US 6, Nye County, Nevada Select Royalty, Inc. – 1 Owner, 1 Parcel. – *For possible action*

Summary:

The Department is acquiring property and property rights for the construction of a storm drain system along US 6 in Tonopah, Nye County, Nevada. The Department is seeking the Board's approval of a condemnation action for the unresolved acquisition as described below.

Background:

U-006-NY-000.415 – Nevada Select Royalty, Inc.:

The negotiations are unresolved for this acquisition from Nevada Select Royalty, Inc. It is necessary to acquire a 51,022 square-foot fee simple portion of said vacant parcel along its northern boundary adjacent to US 6 for Department storm drain installation.

The acquisition in question, which for the most part lies along the south side of US 6 in Tonopah, Nye County, NV, is highlighted in orange on the Right-of-Way plans that are part of the Condemnation Resolution (Attachment B).

The owner has received the offer package, and the Department has given them all reasonable opportunity to come to an agreement; however, negotiations have stalled. While the Department will continue negotiations with the owner to reach a settlement, the Department is requesting this condemnation resolution to meet project deadlines.

Analysis:

A condemnation resolution is requested so that the Department can certify the right-of-way to the Federal Highway Administration to meet the project schedule. Prior to construction, all environmental testing and any demolition must be accomplished. Pursuant to Chapter 241 of the Nevada Revised Statutes, the required notices regarding this open meeting have been served.

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

List of Attachments:

- A. Location Map
- B. Condemnation Resolution No. 480 with Right-of-Way plans
- C. Section 408.503 of the Nevada Revised Statutes
- D. Section 241.034 of the Nevada Revised Statutes

Recommendation for Board Action:

Approve Condemnation Resolution No. 480, US 6

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP



CONDEMNATION RESOLUTION No. 480

**DESCRIPTION: US-6/US-95 Highway, Slime Wash Drainage
in the Town of Tonopah, County of Nye, State of Nevada**

Attachment B

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEPARTMENT OF TRANSPORTATION AUTHORIZING ACQUISITION BY CONDEMNATION OF PROPERTY FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES ALONG NORTH MAIN STREET (US-6/US-95), FROM CUTTING STREET TO ONE-THIRD OF A MILE SOUTHEAST OF CEMETERY ROAD, IN THE TOWN OF TONOPAH, IN THE UNINCORPORATED AREA OF NYE COUNTY, NEVADA.

CONDEMNATION RESOLUTION NO. 480

WHEREAS, the Department of Transportation of the State of Nevada (hereinafter the "Department") is empowered by chapter 408 of the Nevada Revised Statutes to acquire real property, interests therein, and improvements located thereon for the construction and maintenance of highways; and

WHEREAS, the Department has determined that the public interest and necessity require the acquisition, construction, and completion by the State of Nevada, acting by and through the Department, of a public improvement, namely the construction and maintenance of drainage facilities along North Main Street (US-6/US-95), from Cutting Street to one-third of a mile southeast of Cemetery Road, in the town of Tonopah, in the unincorporated area of Nye County, State of Nevada, and that the real property hereinafter described is necessary for said public improvement; and

WHEREAS, the Department plans to obligate federal-aid funds for this project, and let a construction contract for said project, and the real property hereinafter described will be needed for said highway project; and

WHEREAS, pursuant to section 408.503 of the Nevada Revised Statutes, the Department shall not commence any legal action in eminent domain until the Board of Directors of the Department adopts a resolution declaring that the public interest and necessity require the highway improvement and that the property described is necessary for such improvement.

Attachment B

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Department, pursuant to section 408.503 of the Nevada Revised Statutes:

That the public interest and necessity require the acquisition, construction, reconstruction, improvement, maintenance or completion by the State of Nevada, acting through the Department, of a public highway improvement, and that the real property hereinafter described is necessary for said public highway improvement; and

That the proposed construction of said public highway improvement on and along an alignment heretofore approved is planned and located in a manner which will be the most compatible with the greatest public good and the least private injury.

BE IT FURTHER RESOLVED THAT the Department be and is hereby authorized and directed:

To acquire in the name of and on behalf of the State of Nevada, in fee simple absolute, unless a lesser estate is hereinafter described, the following described real property and interests therein by the exercise of the power of eminent domain in accordance with the provisions of chapters 37 and 408 of the Nevada Revised Statutes;

To commence and prosecute, if necessary, in the name of the State of Nevada, condemnation proceedings in the proper court to condemn said real property and interests therein; and

To make application to said court for an order permitting the Department to take possession and use of said real property as may be necessary for construction of said public highway improvement, and to pledge the public faith and credit of the State of Nevada as security for such entry or, should the Department deem such advisable, to deposit with the Clerk of such court, in lieu of such pledge, a sum equal to the just

Attachment B

compensation for the property and property rights sought to be condemned as determined by the Department, and to acquire the following real property:

PARCEL NO. U-006-NY-000.415 owned by Nevada Select Royalty, Inc., a Nevada Corporation to be acquired fee simple absolute.

Said real property situate, lying and being in the Town of Tonopah, County of Nye, State of Nevada and more particularly described as a portion of the SE 1/4 of the NE 1/4 of Section 34, T. 3 N., R. 42 E., M.D.M., and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or southwesterly right-of-way line of US-06/US-95 (North Main Street), 148.27 feet left of and measured radially from Highway Engineer's Station "L" 369+17.34 P.O.C., said point of beginning further described as bearing N. 38°14'35" W. a distance of 11,519.97 feet from a 3 inch BRASS CAP stamped "W 1/16 S1/S12 1990", accepted as the west sixteenth corner common to Sections 1 and 12, T. 2 N., R. 42 E., M.D.M.; thence along the following eight (8) courses and distances:

- 1) N. 24°48'59" E. – 99.44 feet, along the southeasterly parcel line of Parcel 4, shown and delineated on that certain PARCEL MAP OF THE LANDS OF DALE L. DONNELLY, filed for record on March 6, 1980, as File No. 18938 in the Official Records of Nye County,

Attachment B

Nevada, to the former left or southwesterly
right-of-way line of said US-06/US-95;

- 2) from a tangent which bears S. $56^{\circ}25'27''$ E., along
said former right-of-way line, curving to the right with
a radius of 6,950.00 feet, through an angle of
 $0^{\circ}21'13''$, an arc distance of 42.89 feet;
- 3) S. $56^{\circ}04'14''$ E. – 549.28 feet, continuing along said
former right-of-way line to the westerly right-of-way
line of the Town of Tonopah;
- 4) S. $19^{\circ}06'46''$ W. – 46.33 feet along said right-of-way
line;
- 5) S. $9^{\circ}56'32''$ W. – 15.86 feet to said left or
southwesterly right-of-way line of said US-06/US-95;
- 6) N. $68^{\circ}07'47''$ W. – 92.67 feet, continuing along said
left or southwesterly right-of-way line;
- 7) N. $58^{\circ}17'55''$ W. – 80.51 feet, continuing along said
right-of-way line;
- 8) N. $58^{\circ}18'29''$ W. – 423.97 feet, continuing along said
right-of-way line to the point of beginning; said
parcel contains an area of 51,022 square feet (1.17
acres).

///

///

Attachment B

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

BE IT FURTHER RESOLVED that the Director, Deputy Director, and Chief Counsel of the Department have the power to enter into any stipulations or file any necessary pleadings in any condemnation proceeding and to bind the Department of Transportation in the completion of this project.

Adopted this _____ day of _____, 2023.

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

Secretary to the Board

Governor Joe Lombardo
Chairman

APPROVED AS TO LEGALITY
AND FORM

Lori M. Story
Senior Deputy Attorney General
Acting on Behalf of Chief Dennis Gallagher
as Counsel to Department of Transportation

PARCEL NO. PREFIX: U-006-NY-

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	74373	SPF-006-2(015)	NYE	RW1

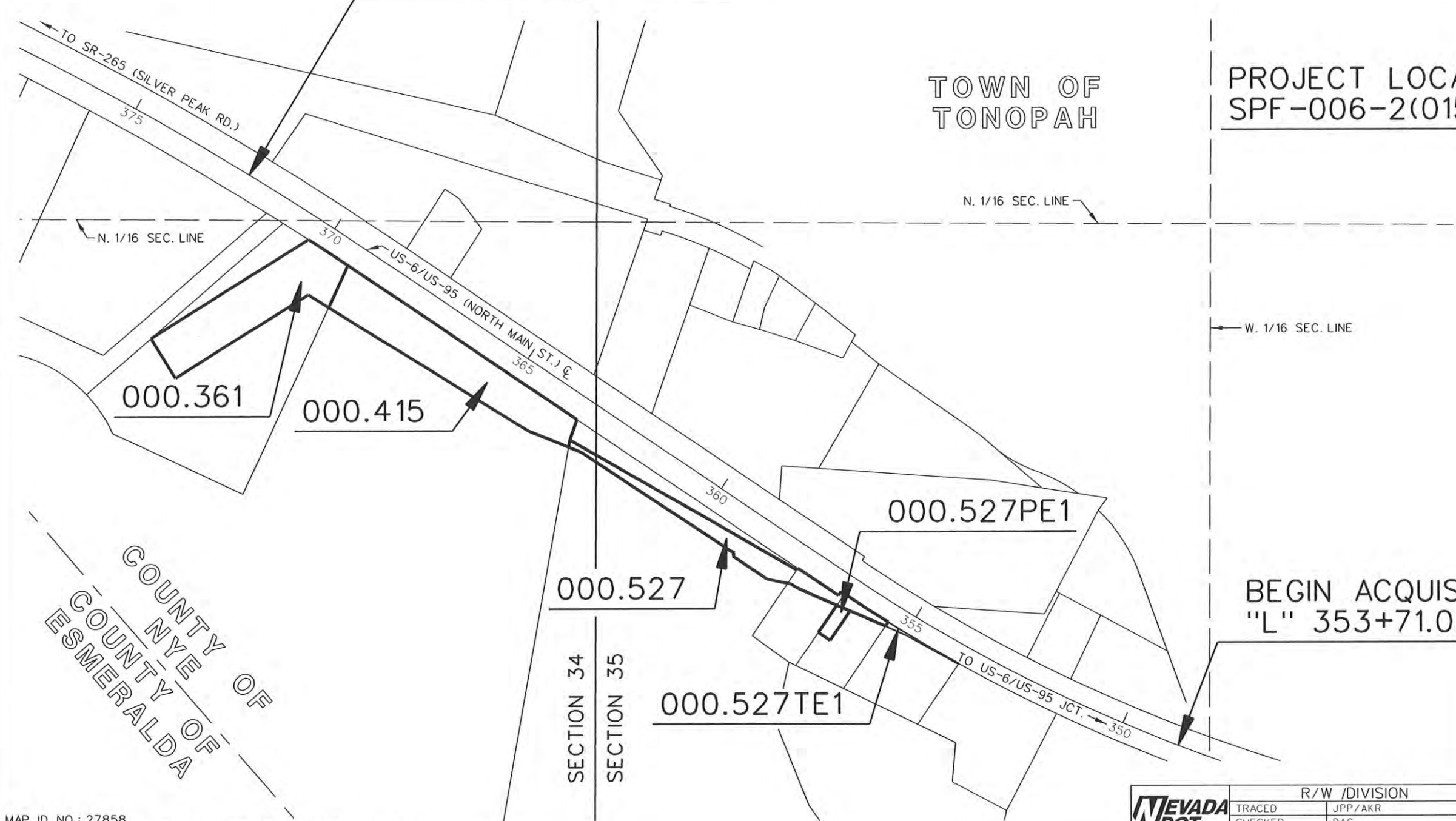
RIGHT-OF-WAY PROJECT

END ACQUISITION
"L" 372+17.00 P.O.C.

TOWN OF
TONOPAH

PROJECT LOCATION
SPF-006-2(015)

T. 3 N., R. 42 E.
M.D.M.



COUNTY OF
ESMERALDA

BEGIN ACQUISITION
"L" 353+71.02 P.O.C.

MAP ID NO.: 27858
\\District 1\74373\037_RightOfWay\RW Plans\74373_Sht01.dgn

NEVADA DOT	R/W /DIVISION	
	TRACED	JPP/AKR
	CHECKED	DAC
	PHONE: (775) 888-7470	

STATE OF NEVADA NY-01
DEPARTMENT OF TRANSPORTATION

DATE: DECEMBER 23, 2021

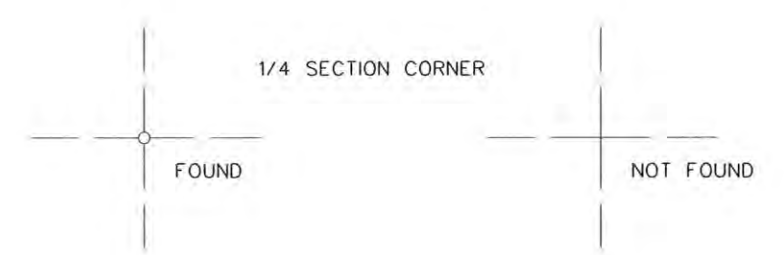
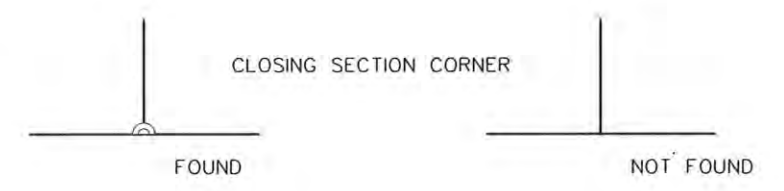
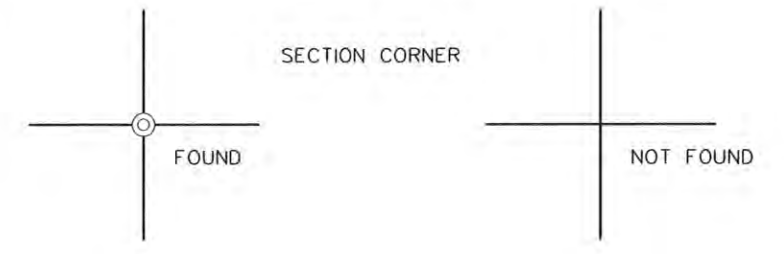
US-6/US-95 FROM
CUTTING ST. TO SLIME WASH
UPGRADE DRAINAGE FACILITIES

SCALE 1" = 250' SHEET 1 OF 6

LEGEND OF RIGHT-OF-WAY SYMBOLS

C/A	CONTROL OF ACCESS
☉	CENTERLINE
C/P	PERMISSION TO CONSTRUCT
Δ	DELTA
L	ARC LENGTH
L.T.	LEFT
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
PE	PERMANENT EASEMENT
P/L	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT ON CURVE
P.O.E.	POINT OF ENDING
P.O.T.	POINT ON TANGENT
P.R.C.	POINT OF REVERSE CURVATURE
P.T.	POINT OF TANGENCY
R	RADIUS
REM.	REMAINDER
RT.	RIGHT
R/W	RIGHT-OF-WAY
TE	TEMPORARY EASEMENT

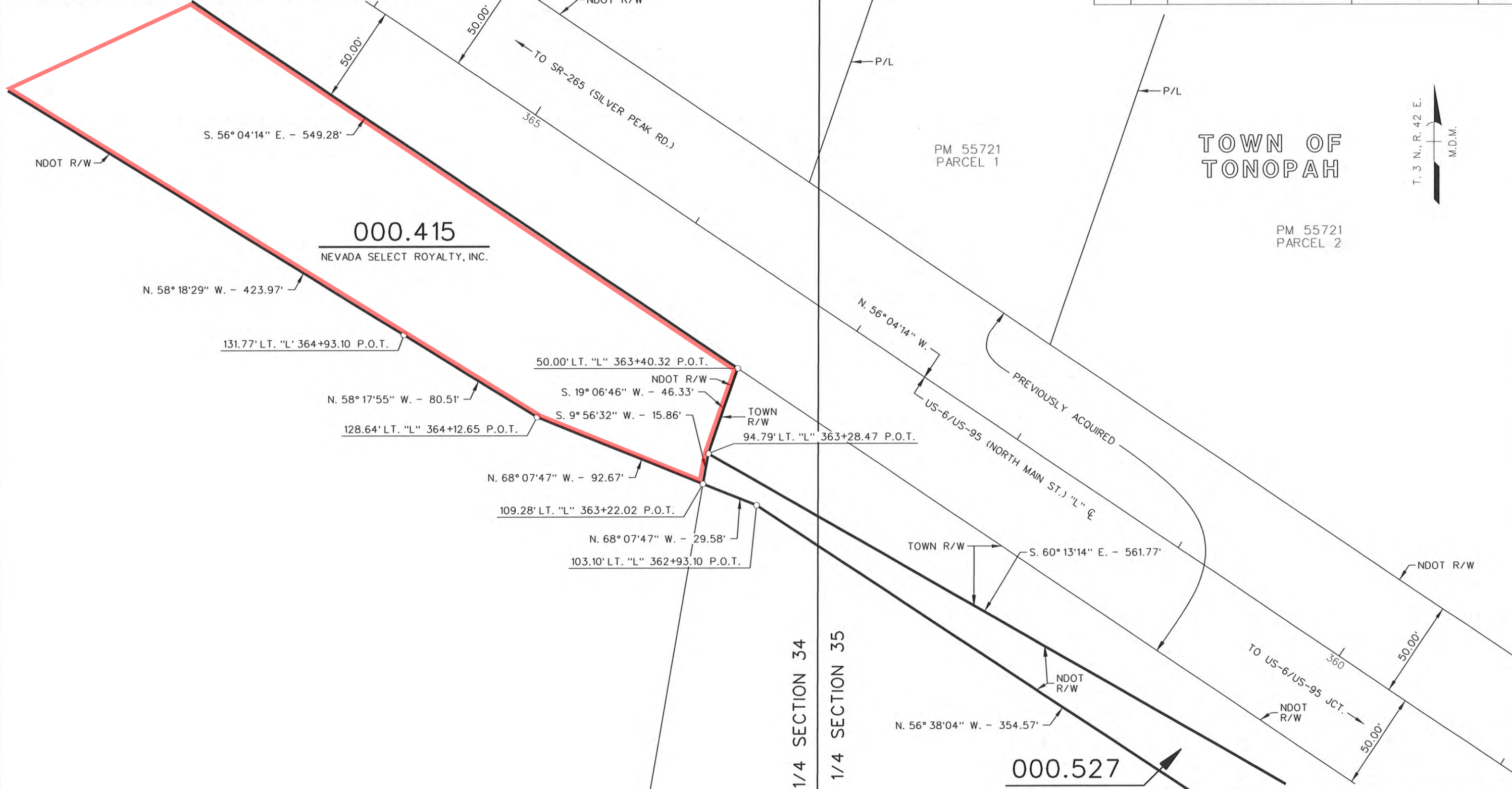
	CONTROL OF ACCESS WITH FENCE OR BARRIER. (TICKS FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A ON THE R/W LINE. TICKS FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W).
	CONTROL OF ACCESS WITHOUT A FENCE OR BARRIER. ("DRAGON'S TEETH" FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A ON THE R/W LINE. "DRAGON'S TEETH" FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W).
	LOCATION AT WHICH ACCESS TO THE FREEWAY IS PERMITTED BY THE STATE
	SUBDIVISION BOUNDARY
	RESERVATION OR PARK BOUNDARY
	STATE LINE
	COUNTY LINE
	CITY OR TOWN LIMITS
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	1/64 SECTION LINE
	1/256 SECTION LINE
	FENCE LINE



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
DATE: DECEMBER 23, 2021
R/W PLANS

PARCEL NO. PREFIX: U-006-NY-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	74373	SPF-006-2(015)	NYE	RW4



TOWN OF TONOPAH



MAP ID NO.: 27858
\\District 1\74373\037_RightOfWay\RW Plans\74373_Sht04.dgn



DATE OF LAST REVISION:	
R/W DIVISION	
TRACED	JPP
CHECKED	DAC
PHONE (775) 888-7470	

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

DATE: DECEMBER 23, 2021

R/W PLANS

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

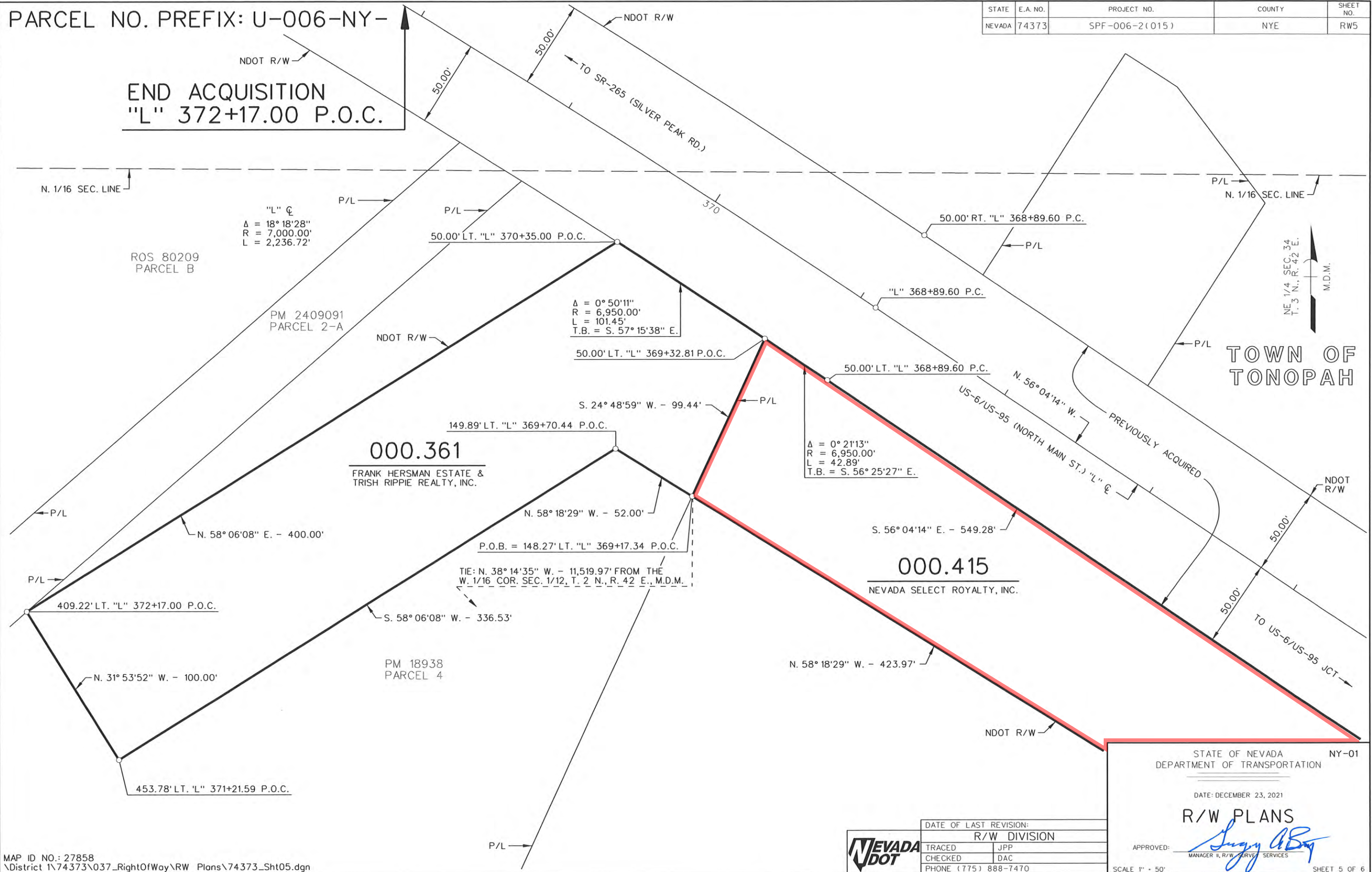
SCALE 1" = 50'

NY-01 SHEET 4 OF 6

PARCEL NO. PREFIX: U-006-NY-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	74373	SPF-006-2(015)	NYE	RW5

END ACQUISITION
"L" 372+17.00 P.O.C.



MAP ID NO.: 27858
 \District 1\74373\037_RightOfWay\RW Plans\74373_Sht05.dgn



DATE OF LAST REVISION:	
R/W DIVISION	
TRACED	JPP
CHECKED	DAC
PHONE (775) 888-7470	

STATE OF NEVADA
 DEPARTMENT OF TRANSPORTATION
 NY-01

DATE: DECEMBER 23, 2021

R/W PLANS

APPROVED: *Suzanne A. Boy*
 MANAGER II, R/W SURVEY SERVICES

SCALE: 1" = 50'

SHEET 5 OF 6

PROPERTY SCHEDULE											PROJECT NO.	E.A. NO.	COUNTY	SHEET NO.	
PARCEL NO. PREFIX: U-006-NY-		STATE OF NEVADA DEPT. OF TRANSPORTATION							ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED			SPF-006-2(015)	74373	NYE	RW6
PARCEL NO.	GRANTOR	GROSS AREA OF ACQSN.	R/W AREA	EXCESS AREA	REMAINDER		ACQUISITION DATA			SURPLUS LAND DATA			REMARKS		
					LT.	RT.	INST. OR DOC.	BK. PG.	DATE TYPE	AREA	INST. OR DOC.	BK. PG.		DATE TYPE	
000.361	FRANK HERSMAN ESTATE & TRISH RIPPIE REALTY, INC.	44,464	44,464			114,642									
000.415	NEVADA SELECT ROYALTY, INC	51,022	51,022												
000.527	MM HOLDINGS, LLC	21,015	21,015			450,730									
000.527PE1	MM HOLDINGS, LLC	2,240	2,240			15,509								NEW SEWER LINE	
000.527TE1	MM HOLDINGS, LLC	653												TEMPORARY CONSTRUCTION EASEMENT	
STATE OF NEVADA NY-01											DEPT. OF TRANSPORTATION RW DIVISION			DATE: DECEMBER 23, 2021	
R/W PLANS											SHEET 6 OF 6 SHEETS				
MAP ID NO.: 27858				FILE NAME: NY74373.xls				CHECKED BY:			DATE OF LAST REVISION:				

Attachment C

NRS 408.503 Eminent domain: Resolution by Board; precedence over other legal actions.

1. The Department shall not commence any legal action in eminent domain until the Board adopts a resolution declaring that the public interest and necessity require the acquisition, construction, reconstruction, improvement or completion by the State, acting through the Department, of the highway improvement for which the real property, interests therein or improvements thereon are required, and that the real property, interests therein or improvements thereon described in the resolution are necessary for such improvement.

2. The resolution of the Board is conclusive evidence:

(a) Of the public necessity of such proposed public improvement.

(b) That such real property, interests therein or improvements thereon are necessary therefor.

(c) That such proposed public improvement is planned or located in a manner that will be most compatible with the greatest public good and the least private injury.

3. All legal actions in all courts brought under the provisions of this chapter to enforce the right of eminent domain take precedence over all other causes and actions not involving the public interest, to the end that all such actions, hearings and trials thereon must be quickly heard and determined.

(Added to NRS by [1957, 691](#); A [1960, 392](#); [1987, 1810](#); [1989, 1306](#))

Attachment D

NRS 241.034 Meeting to consider administrative action against person or acquisition of real property by exercise of power of eminent domain: Written notice required; exception.

1. Except as otherwise provided in subsection 3:

(a) A public body shall not consider at a meeting whether to:

(1) Take administrative action against a person; or

(2) Acquire real property owned by a person by the exercise of the power of eminent domain,

Ê unless the public body has given written notice to that person of the time and place of the meeting.

(b) The written notice required pursuant to paragraph (a) must be:

(1) Delivered personally to that person at least 5 working days before the meeting; or

(2) Sent by certified mail to the last known address of that person at least 21 working days before the meeting.

Ê A public body must receive proof of service of the written notice provided to a person pursuant to this section before the public body may consider a matter set forth in paragraph (a) relating to that person at a meeting.

2. The written notice provided in this section is in addition to the notice of the meeting provided pursuant to [NRS 241.020](#).

3. The written notice otherwise required pursuant to this section is not required if:

(a) The public body provided written notice to the person pursuant to [NRS 241.033](#) before holding a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of the person; and

(b) The written notice provided pursuant to [NRS 241.033](#) included the informational statement described in paragraph (b) of subsection 2 of that section.

4. For the purposes of this section, real property shall be deemed to be owned only by the natural person or entity listed in the records of the county in which the real property is located to whom or which tax bills concerning the real property are sent.

(Added to NRS by [2001, 1835](#); A [2001 Special Session, 155](#); [2005, 2247](#))



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

MEMORANDUM

December 28, 2022

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: January 9, 2023 | Transportation Board of Directors Meeting

ITEM # 19: Condemnation Resolution No. 481, US 6, Nye County, Rippie/Hersman Estate – 2 Owners, 1 Parcel. – *For possible action*

Summary:

The Department is acquiring property and property rights for the construction of a storm drain system along the US 6 in Tonopah, Nye County, Nevada. The Department is seeking the Board's approval of a condemnation action for the unresolved acquisition as described below.

Background:

U-006-NY-000.361 – Trish Rippie Realty & Hersman Estate:

The negotiations are unresolved for this acquisition from Trish Rippie Realty and the Estate of Frank Hersman. It is necessary to acquire a 44,464 square-foot fee simple "L-shaped" portion of said vacant parcel for Department storm drain installation and maintenance.

The acquisition in question, which for the most part lies along the south side of US 6 in Tonopah, Nye County, NV, is highlighted in purple on the Right-of-Way plans that are part of the Condemnation Resolution (Attachment B).

Although the owner(s) have received and reviewed the offer package, it has come to light that the title to the property is unmarketable due to the Estate of Frank Hersman not being properly probated in Nye County, NV, leaving the deceased currently still legally vested as owner. The Department is continuing to investigate the pending title issues in order to work towards a settlement but is requesting this condemnation resolution to meet project deadlines.

Analysis:

A condemnation resolution is requested so that the Department can certify the right-of-way to the Federal Highway Administration to meet the project schedule. Prior to construction, all environmental testing and

MEMORANDUM

Department of Transportation Board of Directors

December 28, 2022

Page 2 of 2

any demolition must be accomplished. Pursuant to Chapter 241 of the Nevada Revised Statutes, the required notices regarding this open meeting have been served.

List of Attachments:

- A. Location Map
- B. Condemnation Resolution No. 481 with Right-of-Way plans
- C. Section 408.503 of the Nevada Revised Statutes
- D. Section 241.034 of the Nevada Revised Statutes

Recommendation for Board Action:

Approve Condemnation Resolution No. 481, US 6

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP



CONDEMNATION RESOLUTION No. 481

**DESCRIPTION: US-6/US-95 Highway, Slime Wash Drainage
in the Town of Tonopah, County of Nye, State of Nevada**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEPARTMENT OF TRANSPORTATION AUTHORIZING ACQUISITION BY CONDEMNATION OF PROPERTY FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES ALONG NORTH MAIN STREET (US-6/US-95), FROM CUTTING STREET TO ONE-THIRD OF A MILE SOUTHEAST OF CEMETERY ROAD, IN THE TOWN OF TONOPAH, IN THE UNINCORPORATED AREA OF NYE COUNTY, NEVADA.

CONDEMNATION RESOLUTION NO. 481

WHEREAS, the Department of Transportation of the State of Nevada (hereinafter the "Department") is empowered by chapter 408 of the Nevada Revised Statutes to acquire real property, interests therein, and improvements located thereon for the construction and maintenance of highways; and

WHEREAS, the Department has determined that the public interest and necessity require the acquisition, construction, and completion by the State of Nevada, acting by and through the Department, of a public improvement, namely the construction and maintenance of drainage facilities along North Main Street (US-6/US-95), from Cutting Street to one-third of a mile southeast of Cemetery Road, in the town of Tonopah, in the unincorporated area of Nye County, State of Nevada and that the real property hereinafter described is necessary for said public improvement; and

WHEREAS, the Department plans to obligate federal-aid funds for this project, and let a construction contract for said project, and the real property hereinafter described will be needed for said highway project; and

WHEREAS, pursuant to section 408.503 of the Nevada Revised Statutes, the Department shall not commence any legal action in eminent domain until the Board of Directors of the Department adopts a resolution declaring that the public interest and necessity require the highway improvement and that the property described is necessary for such improvement.

Attachment B

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Department, pursuant to section 408.503 of the Nevada Revised Statutes:

That the public interest and necessity require the acquisition, construction, reconstruction, improvement, maintenance or completion by the State of Nevada, acting through the Department, of a public highway improvement, and that the real property hereinafter described is necessary for said public highway improvement; and

That the proposed construction of said public highway improvement on and along an alignment heretofore approved is planned and located in a manner which will be the most compatible with the greatest public good and the least private injury.

BE IT FURTHER RESOLVED THAT the Department be and is hereby authorized and directed:

To acquire in the name of and on behalf of the State of Nevada, in fee simple absolute, unless a lesser estate is hereinafter described, the following described real property and interests therein by the exercise of the power of eminent domain in accordance with the provisions of chapters 37 and 408 of the Nevada Revised Statutes;

To commence and prosecute, if necessary, in the name of the State of Nevada, condemnation proceedings in the proper court to condemn said real property and interests therein; and

To make application to said court for an order permitting the Department to take possession and use of said real property as may be necessary for construction of said public highway improvement, and to pledge the public faith and credit of the State of Nevada as security for such entry or, should the Department deem such advisable, to deposit with the Clerk of such court, in lieu of such pledge, a sum equal to the just

compensation for the property and property rights sought to be condemned as determined by the Department, and to acquire the following real property:

PARCEL NO. U-006-NY-000.361 owned by Eleanora Hersman, as Administrator of the Estate of Frank Hersman a/k/a Marion Frank Hersman; and Trish Rippie Realty, Inc, a Nevada corporation; as tenants-in-common to be acquired fee simple absolute.

Said real property situate, lying and being in Town of Tonopah, County of Nye, State of Nevada and more particularly described as being a portion of the SE 1/4 of the NE 1/4 of Section 34, T. 3 N., R. 42 E., M.D.M., and further described as being a portion of Parcel 4, shown and delineated on that certain PARCEL MAP OF THE LANDS OF DALE L. DONNELLY, filed for record on March 6, 1980, as File No. 18938 in the Official Records of Nye County, Nevada, and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or southwesterly right-of-way line of US-06/US-95 (North Main Street), 148.27 feet left of and measured radially from Highway Engineer's Station "L" 369+17.34 P.O.C., said point of beginning further described as bearing N. 38°14'35" W., a distance of 11,519.97 feet from a 3 inch BRASS CAP stamped "W 1/16 S1/S12 1990", accepted as the west sixteenth corner common to Sections 1 and 12, T. 2 N., R. 42 E., M.D.M.; thence along the following six (6) courses and distances:

- 1) N. 58°18'29" W. – 52.00 feet, along said left or southwesterly right-of-way line;

Attachment B

- 2) S. $58^{\circ}06'08''$ W. – 336.53 feet, continuing along said right-of-way line;
- 3) N. $31^{\circ}53'52''$ W. – 100.00 feet, continuing along said right-of-way line to the westerly parcel line of said Parcel 4;
- 4) N. $58^{\circ}06'08''$ E. – 400.00 feet, continuing along said right-of-way line to the former left or southwesterly right-of-way line;
- 5) from a tangent which bears S. $57^{\circ}15'38''$ E., along said former right-of-way line, curving to the right with a radius of 6,950.00 feet, through an angle of $0^{\circ}50'11''$, an arc distance of 101.45 feet to the easterly parcel line of said parcel 4;
- 6) S. $24^{\circ}48'59''$ W. – 99.44 feet, along said parcel line to the point of beginning; said parcel contains 44,464 square feet (1.02 acres).

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

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Attachment B

BE IT FURTHER RESOLVED that the Director, Deputy Director, and Chief Counsel of the Department have the power to enter into any stipulations or file any necessary pleadings in any condemnation proceeding and to bind the Department of Transportation in the completion of this project.

Adopted this _____ day of _____, 2023.

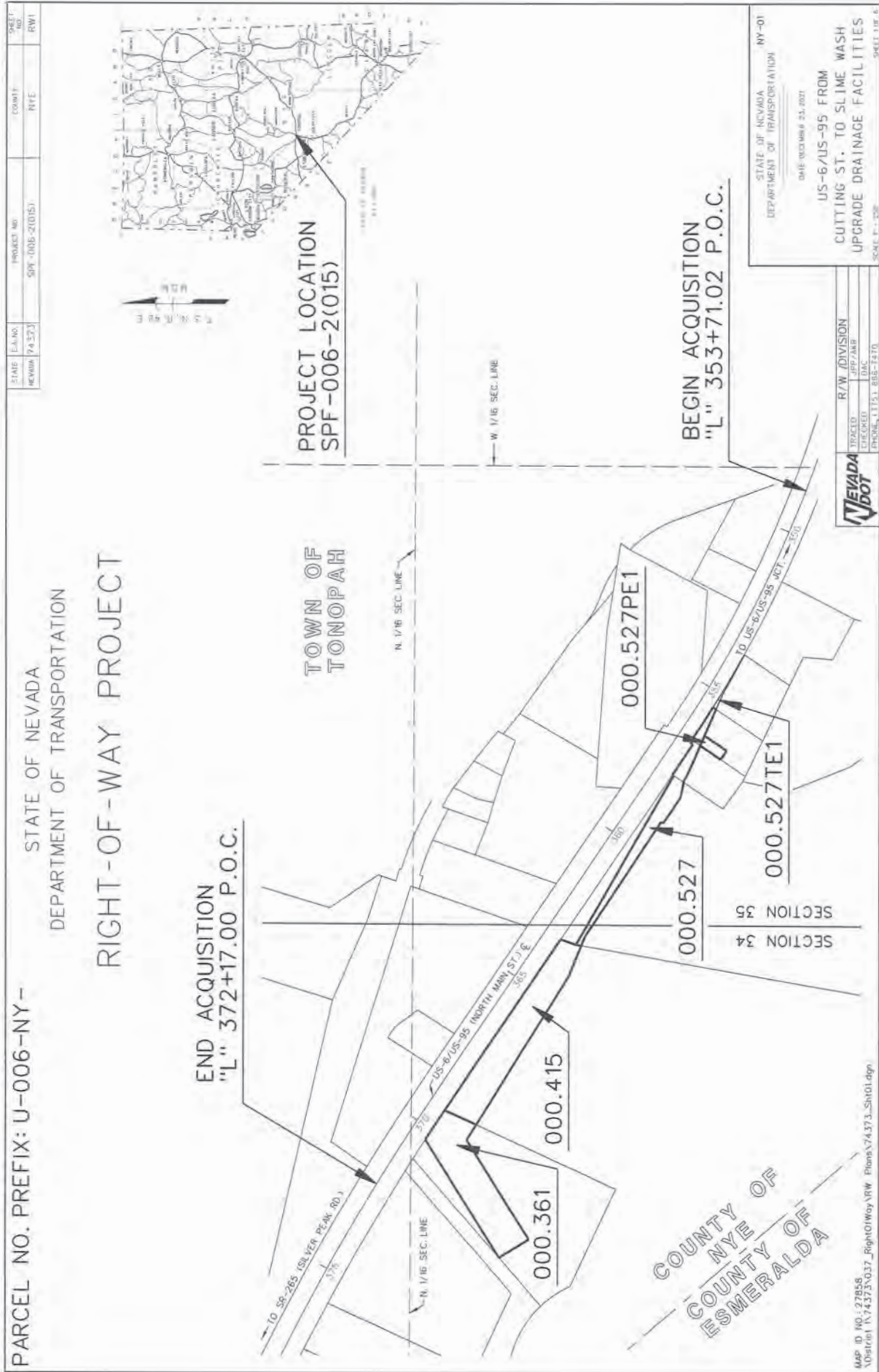
ON BEHALF OF
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
BOARD OF DIRECTORS

Secretary to the Board

Governor Joe Lombardo
Chairman

APPROVED AS TO LEGALITY
AND FORM

Lori M. Story
Senior Deputy Attorney General
Acting on Behalf of Chief Dennis Gallagher
as Counsel to Department of Transportation



STATE	F.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	74.373	SPF-006-2(015)	NYE	RW1

PARCEL NO. PREFIX: U-006-NY - STATE OF NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PROJECT

PROJECT LOCATION
SPF-006-2(015)

TOWN OF TONOPAH

END ACQUISITION
"L" 372+17.00 P.O.C.

BEGIN ACQUISITION
"L" 353+71.02 P.O.C.

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
DATE: OCTOBER 23, 2021
US-6/US-95 FROM
CUTTING ST. TO SLIME WASH
UPGRADE DRAINAGE FACILITIES
SCALE: 1" = 120'

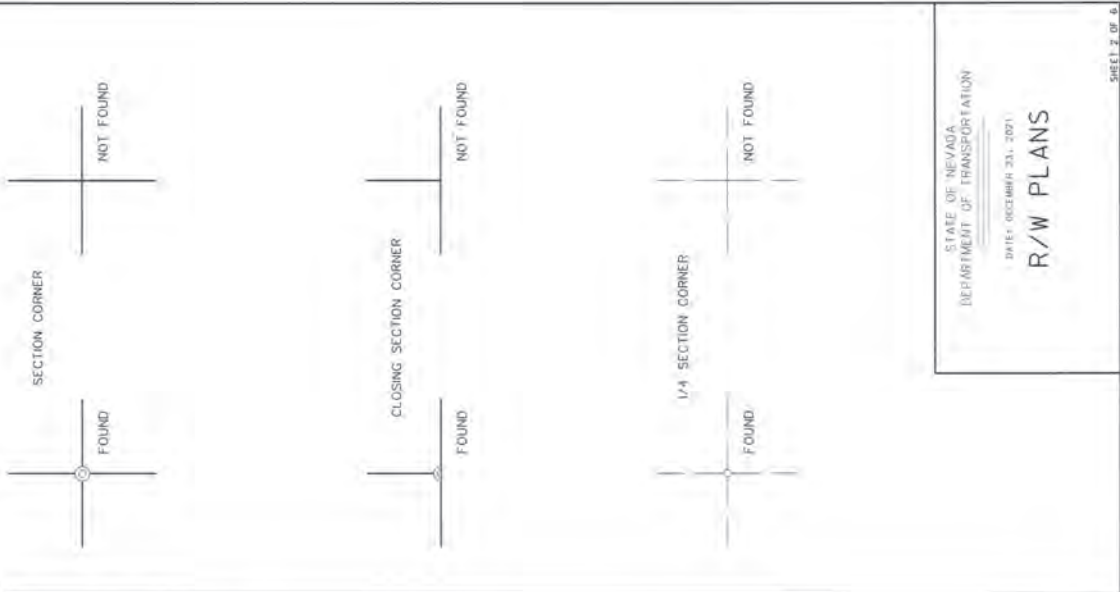
TRACED	RAW DIVISION
CHECKED	APP/ANR
PHONE: 1151.888-1470	DAC

MAP ID NO.: 27858
 DISTRICT: NV4375-037_RightOfWay-VRW Phone: 74.373_Sht01.dgn

COUNTY OF NYE OR COUNTY OF ESMERALDA

SHEET NO. RW2

LEGEND OF RIGHT-OF-WAY SYMBOLS



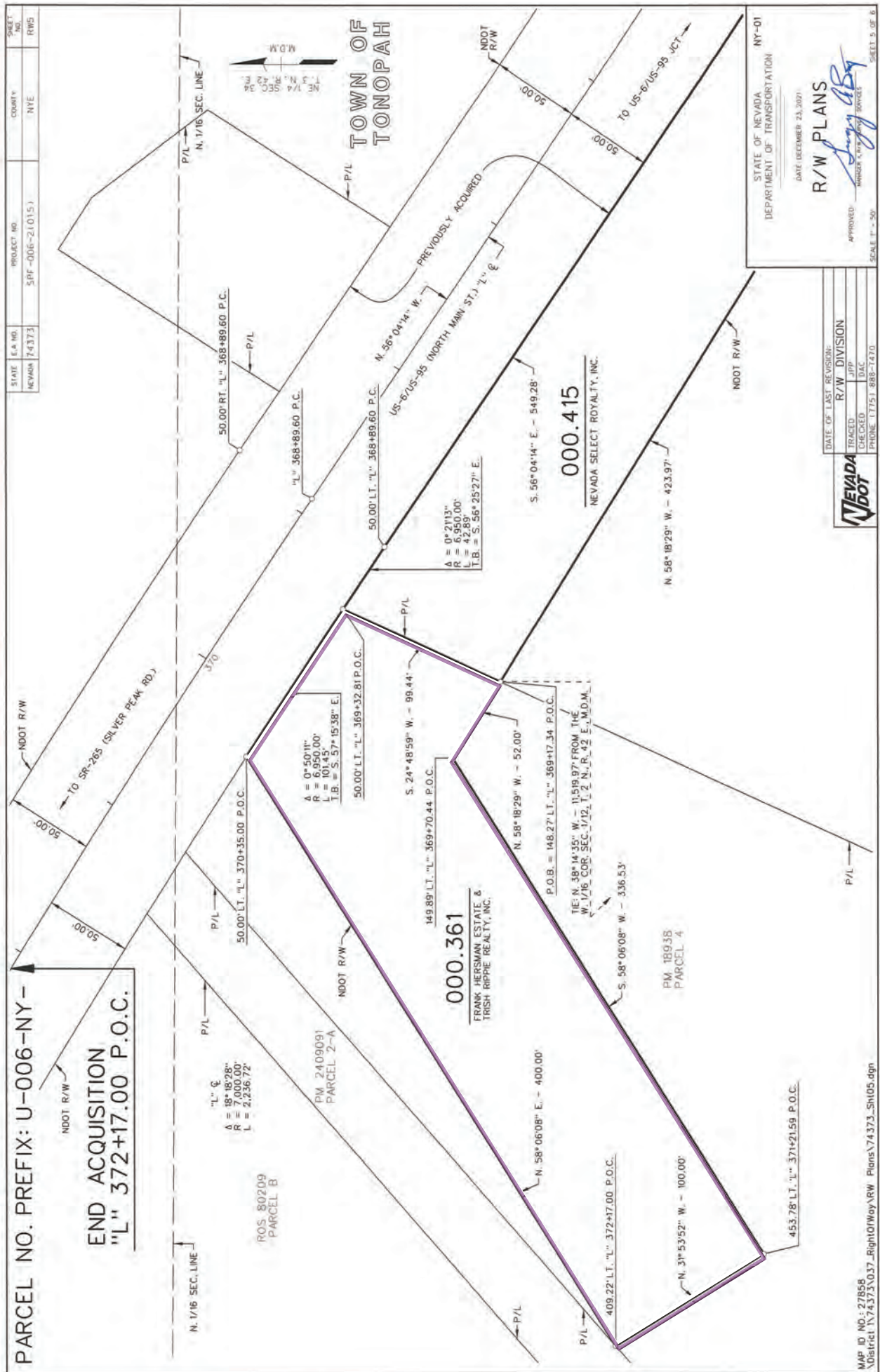
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
DATE: OCTOBER 23, 2011
R/W PLANS

SHEET 2 OF 6

CONTROL OF ACCESS WITH FENCE OR BARRIER. (TICKS FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W). (TICKS TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W).	
CONTROL OF ACCESS WITHOUT A FENCE OR BARRIER. ("DRAGONS TEETH" FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W). ("DRAGONS TEETH" FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W).	
LOCATION AT WHICH ACCESS TO THE FREEWAY IS PERMITTED BY THE STATE	
SUBDIVISION BOUNDARY	
RESERVATION OR PARK BOUNDARY	
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COUNTY LINE	
CITY OR TOWN LIMITS	
SECTION LINE	
1/4 SECTION LINE	
1/16 SECTION LINE	
1/64 SECTION LINE	
1/256 SECTION LINE	
FENCE LINE	

C/A	CONTROL OF ACCESS
CL	CENTERLINE
C/P	PERMISSION TO CONSTRUCT
Δ	DELTA
L	ARC LENGTH
LT	LEFT
P.C.	POINT OF CURVATURE
P.C.C	POINT OF COMPOUND CURVATURE
PE	PERMANENT EASEMENT
P/L	PROPERTY LINE
P.O.B	POINT OF BEGINNING
P.O.C.	POINT ON CURVE
P.O.E.	POINT OF ENDING
P.O.T.	POINT ON TANGENT
P.R.C.	POINT OF REVERSE CURVATURE
P.T.	POINT OF TANGENCY
R	RADIUS
REM	REMAINDER
RT	RIGHT
R/W	RIGHT-OF-WAY
TE	TEMPORARY EASEMENT

MAP ID NO.: 27858
\\District 1\74373\037_RightOfWay\RW_Plans\74373_Sht02.dgn



Attachment C

NRS 408.503 Eminent domain: Resolution by Board; precedence over other legal actions.

1. The Department shall not commence any legal action in eminent domain until the Board adopts a resolution declaring that the public interest and necessity require the acquisition, construction, reconstruction, improvement or completion by the State, acting through the Department, of the highway improvement for which the real property, interests therein or improvements thereon are required, and that the real property, interests therein or improvements thereon described in the resolution are necessary for such improvement.

2. The resolution of the Board is conclusive evidence:

(a) Of the public necessity of such proposed public improvement.

(b) That such real property, interests therein or improvements thereon are necessary therefor.

(c) That such proposed public improvement is planned or located in a manner that will be most compatible with the greatest public good and the least private injury.

3. All legal actions in all courts brought under the provisions of this chapter to enforce the right of eminent domain take precedence over all other causes and actions not involving the public interest, to the end that all such actions, hearings and trials thereon must be quickly heard and determined.

(Added to NRS by [1957, 691](#); A [1960, 392](#); [1987, 1810](#); [1989, 1306](#))

Attachment D

NRS 241.034 Meeting to consider administrative action against person or acquisition of real property by exercise of power of eminent domain: Written notice required; exception.

1. Except as otherwise provided in subsection 3:

(a) A public body shall not consider at a meeting whether to:

(1) Take administrative action against a person; or

(2) Acquire real property owned by a person by the exercise of the power of eminent domain,

Ê unless the public body has given written notice to that person of the time and place of the meeting.

(b) The written notice required pursuant to paragraph (a) must be:

(1) Delivered personally to that person at least 5 working days before the meeting; or

(2) Sent by certified mail to the last known address of that person at least 21 working days before the meeting.

Ê A public body must receive proof of service of the written notice provided to a person pursuant to this section before the public body may consider a matter set forth in paragraph (a) relating to that person at a meeting.

2. The written notice provided in this section is in addition to the notice of the meeting provided pursuant to [NRS 241.020](#).

3. The written notice otherwise required pursuant to this section is not required if:

(a) The public body provided written notice to the person pursuant to [NRS 241.033](#) before holding a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of the person; and

(b) The written notice provided pursuant to [NRS 241.033](#) included the informational statement described in paragraph (b) of subsection 2 of that section.

4. For the purposes of this section, real property shall be deemed to be owned only by the natural person or entity listed in the records of the county in which the real property is located to whom or which tax bills concerning the real property are sent.

(Added to NRS by [2001, 1835](#); A [2001 Special Session, 155](#); [2005, 2247](#))