

THE NEVADA DEPARTMENT OF TRANSPORTATION BOARD OF DIRECTORS 9:30 AM, Monday, August 14, 2023

NEVADA DEPARTMENT OF TRANSPORTATION

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

This meeting has been properly noticed and posted online at <u>Public Involvement and Information</u> | <u>Nevada Department of Transportation</u> (dot.nv.gov/doing-business/public-involvementinformation), <u>https://notice.nv.gov/</u>, 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: <u>Public Comment Form</u>. (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 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.



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 <u>NDOT's live-streaming video feed</u> on YouTube. Past board meetings are also recorded and posted on NDOT's YouTube channel and can be found here <u>nevadadot - YouTube</u>.

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 <u>Rebecca.qualls@dot.nv.gov</u>. Such supporting material is available at 1263 South Stewart Street, Carson City, Nevada 89712 and, if available on-line, at <u>www.dot.nv.gov</u>.



AGENDA

SEC 1. OPENING

- 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*
- **4.** Consideration of Approval of the July 10, 2023, Nevada Department of Transportation Board of Directors Meeting Minutes. *For possible action*
- **5.** Receive information on the DRAFT Fiscal Year 2024 Annual Work Program and 2023-2026 Statewide Transportation Improvement Program (STIP) amendment. *Informational item only*

SEC. 2. CONSENT AGENDA: Items No. 6 through No. 17

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.

Contracts over \$5,000,000 from June 9, 2023, through July 13, 2023

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.



6. Contract 3988, Project No. NHP-STBG-395-2(045), on US 395 from 0.2 mile east of the Cold Springs Interchange to the state line, with Q &D CONSTRUCTION LLC, to cold mill and place plantmix bituminous surface with open grade, Washoe County, Nevada. – *For possible action*

Agreements over \$300,000 from June 9, 2023, through July 13, 2023

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.

- **7.** Agreement 063-23-016, with GRAYMAR ENVIRONMENTAL SERVICES, INC., to provide emergency response hazmat cleanup services, statewide, Nevada. *For possible action*
- **8.** Agreement 104-23-015, with PARAMETRIX, INC., to provide environmental and engineering services for the 1-80 Verdi Bridge Replacements Project, Washoe County, Nevada. *For possible action*
- **9.** Agreement 627-22-040, with 4LEAF CONSULTING, INC., to perform professional and technical engineering services for the construction of Project NHP-015-1(164), I-15 South Phase II Capacity Project, Clark County, Nevada. *For possible action*
- **10.** Amendment 01, Agreement 229-19-007A, with TRAFFIC SAFETY CONSULTANTS, LLC, to continue and increase performance of Temporary Traffic Control Specialist and Managers Courses, Elko, Clark, Washoe Counties, Nevada. *For possible action*
- **11.** Amendment 02, Agreement 088-22-040, with 4LEAF CONSULTING, INC., for construction augmentation of Crew 902, to ensure the construction and oversight of Project SPSR-0613(001), Summerlin Parkway Preservation Project, Clark County, Nevada. *For possible action*
- **12.** Amendment 03, Agreement 548-20-015, with CDM SMITH, INC., for continued support, analysis, and assistance with the Advisory working Group (AWG) recommendations, statewide, Nevada. *For possible action*
- **13.** Amendment 04, Agreement 411-19-016, with NARWHAL MET, LLC, DBA THE NARWHAL GROUP, for continued maintenance of the Department's growing Intelligent Transportation Systems (ITS) infrastructure and associated electrical systems, Clark, Nye, Esmeralda, Mineral, and Lincoln Counties, Nevada. *For possible action*

Right-of-Way



- **14.** REL 23-05 Relinquishment of the Three Kids Mine materials site, Clark County, Nevada. *For possible action*
- **15.** SUR 18-17 Disposal of a surplus parcel of land within Las Vegas, Clark County, Nevada. For possible action
- **16.** SUR 18-18 Disposal of a surplus parcel of land within Las Vegas, Clark County, Nevada. For possible action

General Administration

17. 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

- 18. 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
- **19.** 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.
- **20.** Adjournment



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9:30 AM

Meeting Location:

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

123 East Washington Avenue Building B Las Vegas, Nevada 89101 1951 Idaho Street Conference Room Elko, Nevada 89801

SEC 1. OPENING

1. Welcome/Call to Order/Roll Call

Governor Lombardo called the meeting to order on Monday, July 10, 2023, at 9:30 a.m. A roll call was conducted, and a quorum was established.

In attendance: Governor Joe Lombardo, Lieutenant Governor Stavros Anthony, Controller Andy Matthews, Member Virginia Valentine, Member Stephen Ascuaga, Member Justin Kalb, and Member Gary Peara.

2. Public Comment

There was no public comment.

3. Receive Director's Report – Informational Item

Director Tracy Larkin Thomason began her report by informing the Board that items 16 and 17 of the consent agenda are being removed and will be re-agendized at a future meeting.

Director Larkin Thomason informed the Board that on the I-15 Corridor Project south of Tropicana, the lane shifts are now moving further north and will go from the limits of Henderson at Stephanie Street up to Eastern, where work will take place on the number 1 lane and the median, including the addition of more ITS features.

Director Larkin Thomason indicated that a public meeting for feedback will be held regarding the realignment of SR 361, which will accommodate the expansion of the US Naval Fallon Range. The Director informed the Board that the meeting will be held in Fallon on July 18, 2023, from 4:00 to 7:00 pm and that the public can also obtain information at dot.nv.gov/sr361.

Director Larkin Thomason next discussed the traffic signal that will be installed at Warrior Way on US 50 on the Tahoe East Shore, noting that this will begin within the next few weeks. The Director further noted that



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NDOT will be removing some on-street parking on US 50, and will work with partners to look for other ways, other areas for parking.

Director Larkin Thomason next discussed the I-580 reconstruction between Peckham Lane and Mill Street in Reno. The Director indicated that the weekend of July 22nd will be another marathon weekend where the road will be reduced to just one lane in each direction. The Director noted that these marathon weekends do save NDOT approximately a week of construction time and allow NDOT to get as much work done as possible prior to the hot August nights and other events planned in the Reno area.

Director Larkin Thomason informed the Board that the US 395, North Valley Phase 1B Project bids will open this coming Thursday and will be award this September with the actual construction beginning the following year. The Director indicated that this project will bring much needed relief to the North Valleys, and should be complete by the end of 2025. The Director cautioned, however, that during construction there will be significant impacts but emphasized the benefits will be felt in the future.

Director Larkin Thomason informed the Board that for the I-11/515/C215 Henderson Interchange, the Design Build now has three shortlisted proposers: Kiewit, Ames, and Fisher. The Director indicated that this is a \$350 to \$400 million Design Build project, with a short presentation about this project to follow today's director's report to familiarize the new members with this method of procurement.

Director Larkin Thomason next discussed Mormon Crickets in the Elko area and surrounding areas, which are covering the roads and cause slippery conditions when run over. As such, the Director indicated that NDOT is plowing the crickets off the roads and using sand, much as if these were snow conditions. The Director noted that there really is nothing else to be done other than to wait out the approximately fourweek period for the crickets to clear out. The Director indicated that NDOT will continue to pay close attention to these roads and has also put out some temporary signs asking drivers to slow down.

Governor Lombardo asked Director Larkin Thomason what she meant by waiting it out, also what the standard operating cycle is.

Director Larkin Thomason replied, noting in the past it usually tends to last for about a month. The Director is hopeful that the Mormon Crickets will be cleared out in about four weeks.

Governor Lombardo mentioned why he was asking was because residents from Midas continue to call to ask for help. Governor Lombardo realizes this has nothing to do with the Department.



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Director Larkin Thomason reassured the Governor that NDOT will continue to monitor the conditions. She informed the board that NDOT has posted signs throughout the affected areas advising residents to slow down due to the slick road conditions.

Director Larkin Thomason next discussed the \$24 million RAISE Grant NDOT has received for the Ely Downtown Infrastructure and Complete Streets Project. The Director noted that this funding is in addition to the \$5 million already earmarked for this project, a project that will ultimately cost approximately \$50 million in total, and approximately half of which will be covered by these funds, and anticipated to start on the project next year.

Director Larkin Thomason informed the Board that NDOT has been working with the office of OSIT (Science, Innovation and Technology) on a grant for broadband. The Director noted that OSIT was the primary on the \$87 million grant, of which NDOT is participating with \$35 million of matching funds over a four-year period. The Director explained that along with funding from the Coronavirus capital funds, this will put broadband and connectivity along I-80, from California state line to the Utah state line, as well as connectivity from Wells on US 95 down to Las Vegas.

Director Larkin Thomason informed the Board that NDOT has won an award from the Institute of Traffic Engineers Mountain District for the Transportation System Management and Operations (TSMO), specifically for asset management life cycle planning. The Director explained that this is based on innovation, commitment to advancing of the profession, and applicable to the industry scope, and the winners will now move to the national level.

Director Larkin Thomason turned it over to Deputy Director Darin Tedford to present the temporary demonstration concept for striping along the US 50 on the South Shore.

Deputy Director of NDOT, Darin Tedford, discussed NDOT's prioritization of safety in all aspects to keep the state's commuters, commerce, and employees safe on the transportation system. Deputy Director Tedford indicated that the US 50 corridor from Spooner Summit to Stateline averages over 100 crashes per year and that 85 percent of this 13-mile corridor exceeds statewide average crash rates for similar facilities. Deputy Director Tedford informed the Board that during public outreach, 62 percent of residents prioritized high speeds and dangerous driving as a key concern. Deputy Director Tedford indicated that operating speeds range from 11 to 15 miles over the speed limit with many vehicles exceeding that. Deputy Director Tedford explained that after three rounds of noticed public engagement opportunities, more than 50



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individual meetings with more than 800 participants, and 575 public comments, NDOT has heard a range of concerns regarding this area and has determined the best approach is to test the configuration on a short segment along the corridor to allow NDOT and the traveling public the opportunity to see how the change might operate. Deputy Director Tedford indicated that NDOT will collect data on speed and other factors, as well as monitor the merge points, and at the end of the demonstration, the striping could be replaced with the current configuration. Deputy Director Tedford further indicated that this configuration will not reduce pavement width, and will allow for the same facility for emergency management services and law enforcement, and would allow the same capacity for any evacuation event. Deputy Director Tedford informed the Board that after the demo, NDOT will be collecting public input via a survey to supplement the data collected in the area, and this information will be used to inform future recommendations for the corridor. Mr. Tedford concluded his presentation by explaining that NDOT met with Douglas County Fire and County Sheriff the previous week, is coordinating with the Nevada Emergency Management, and will be presenting this plan to the Douglas County Commission on July 20th.

Director Larkin Thomason asked the Board Members if there were any questions on the presentation before moving onto the final slide on the Director's report.

Member Virginia Valentine disclosed that she has members interested in the Highway 50 Project and although there is no vote scheduled today, that she would be abstaining from any action on that item.

Member Stephen Ascuaga indicated his belief that much more discussion needs to take place prior to any decisions being made regarding the Highway 50 Project, citing valid concerns. Member Ascuaga questioned how the test run is being communicated out, and questioned if this is the right time. Member Ascuaga further noted that if there are concerns about even doing this type of test, this should speak to a certain degree of the care and adequate time that needs to be taken with approaching this.

Lieutenant Governor Stavros Anthony concurred, noting that he received several calls over the weekend from businesses in the area concerned about doing this test during peak tourist time. As such, the Lieutenant Governor requested that NDOT postpone the test until at least after Labor Day.

Lori Story, Counsel, noted that the Board is getting beyond the scope of the agenda with this discussion, and that this line item needs to be agendized prior to Board discussions taking place.

Director Larkin Thomason noted that NDOT has received a letter from some of the resort stakeholders in the area and is working with them regarding timing of this testing.



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Member Justin Kalb asked if there would be a Board meeting prior to this testing going into effect.

Director Larkin Thomason explained that one of the original thoughts was to do it over a peak weekend with the idea of seeing how it actually worked on a holiday weekend, but that NDOT is willing to adjust.

Member Gary Perea asked for an expansion on the timing and what it is that NDOT is trying to gather, as well as why this particular time was chosen.

Deputy Director Darin Tedford explained that the original timing was to do the test section as soon as possible, noting that traffic volumes throughout all the seasons were taken into account and to test this section when there was less traffic would be an inconclusive test.

Director Larkin Thomason added that NDOT has a preservation project planned, which will be awarded in the fall, to redo the pavement up at the lake. The Director indicated that this would be happening next summer and as such, there would not be an opportunity to do a demonstration project during that actual part of the preservation project. Director Larkin Thomason further noted that no permanent alterations to any striping would be made prior to 2025.

Director Larkin Thomason concluded her report by celebrating retirees Bill Ezell, who is retiring from NDOT after 29 years, and retiree Kenneth "Lenny" Siri, who is retiring after 31 years.

Governor Lombardo asked if there was anything else in the Director's report.

Director Larkin Thomason wanted to remind the Board that items 16 and 17 were removed from the consent agenda.

4. Presentation regarding the Design Build Procurement for the Henderson Interchange Project for the reconstruction of the I-215/I-515/I-11/West Lake Mead Parkway Interchange in Henderson, Clark County, Nevada. – Informational item only

Chief of Project Management at NDOT, Nick Johnson, discussed the background of the Henderson Interchange Design Build Project, noting that what is referred to as the Henderson Interchange is the junction of I-11, C215, I-515, and Lake Mead Parkway. Chief Johnson indicated that this is a significant interchange in the Las Vegas Valley, but with the tremendous growth across the state, the demand at this



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interchange is outpacing the capacity for which it was originally designed. Chief Johnson explained that the purpose and the intent of this project is not only to improve the travel time, reliability, and to reduce congestion through the interchange, but also to resolve some of the existing deficiencies and improve safety for those using the interchange. Chief Johnson explained that NDOT partnered with the City of Henderson three to four years ago to start looking at improvements and alternatives, which led to the NEPA process, following which, approval was received from Federal Highways. Chief Johnson indicated that NDOT determined the Design Build delivery method would be most appropriate for this project, and per statute, received approval from the Board in November to move forward. Chief Johnson explained that the proposed improvements of the interchange are a unique design, a crossover style system, intended to get the major movements flowing between the interstates more efficiently, as well as provide operational and safety improvements, including braided ramps and auxiliary lanes to help eliminate and minimize conflict points to keep traffic going through safely. Chief Johnson further indicated that NDOT is also restoring some of the local connectivity through the interchange with the reconnection of the Lake Mead Parkway and Gibson Road access on the northwest side. Chief Johnson informed the Board that there are a total of 27 bridges within the project footprint, 22 of which will remain in place and be rehabilitated or widened, five of which will be demolished, and 11 new ones constructed.

Chief Nick Johnson informed the Board that the estimated construction costs for this project are approximately \$350 to \$400 million and next discussed the procurement process. Chief Johnson reiterated approval was received in November and indicated that early this year, the first step was advertising and request for qualifications for Design Build proposers. Chief Johnson explained that NRS 408 requires a minimum of three qualified proposers, but no more than five to move forward with next steps. Chief Johnson informed the Board that three statements of qualifications were received in May, evaluated, and the following proposers were shortlisted for the project: Kiewit Infrastructure West, Ames Construction, and Fisher Sand & Gravel. Chief Johnson indicated next steps include releasing the request for proposals to these three shortlisted proposers. Chief Johnson next discussed the timeline of the project, noting that NDOT anticipates issuing and releasing the final RFP to the three proposers in late August/early September, and then between that time and end of 2023/beginning of 2024, NDOT will be meeting with them one-onone, after final proposals will be submitted. Chief Johnson explained that following this, NDOT will go through a robust evaluation process of those proposals prior to returning to the Board in the spring for two actions: to ratify the selection of that apparent best-value proposer; and to award the design-build contract to that proposer. Ater which, the design will begin immediately, followed by construction in the late summer/early fall of 2024.



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Governor Lombardo requested that the slide deck be provided to the Board members following today's meeting.

5. Consideration of Approval of the June 12, 2023, Nevada Department of Transportation Board of Directors Meeting Minutes. – For Possible Action

Motion:	Approve the June 12, 2023, NDOT Board of Directors Meeting Minutes
By:	Lieutenant Governor Stavros Anthony
Second:	Controller Andy Matthews
Vote:	Passed unanimously

SEC .2. CONSENT AGENDA: Items No. 6 through No. 15, and No. 18

Governor Lombardo explained that items 6 through 15, and 18 will be taken together unless any of the Board members wish to hear an item separately.

Contracts over \$5,000,000 from May 12, 2023, to June 8, 2023

- Contract 3978, Project No. NHFP-080-3(071), on I-80 0.94 miles West of Golconda Summit Interchange to 2.36 miles East, with ROAD AND HIGHWAY BUILDERS, LLC, for truck climbing lanes, truck parking, interchange ramp improvements, and replace structure I-808, Humboldt County, Nevada. – For possible action
- Contract 3981, Project No. NHP-395-1(031), on US 395, from Waterloo to First Street, with SIERRA NEVADA CONSTRUCTION, INC., for roadbed modification with cold mill and place plantmix bituminous surface with open grade, storm drain, Intelligent Transportation Systems (ITS), and lighting improvements, Douglas County, Nevada. – For possible action

Agreements over \$300,000 from May 12, 2023, to June 8, 2023

8. Agreement 226-23-016, with SPECTRUM PACIFIC WEST, LLC, to supply and install approximately six (6) miles of conduit, vaults, and fiber markers in a joint trench along east side of State Route 28, Carson City and Douglas Counties, Nevada. – For possible action



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- Agreement with ATKINS NORTH AMERICA, INC., JACOBS ENGINEERING GROUP, INC., and GCW, INC., for on-call indefinite Delivery, Indefinite Quantity (IDIQ) for mapping and locations services, statewide, Nevada. – For possible action
- 10. Agreement 334-22-101, with LAS VEGAS PAVING CORPORATION, to perform street sweeping services on US 95, Clark County, Nevada. For possible action
- 11. Amendment 01, Agreement 780-19-075, with OPPORTUNITY VILLAGE FOUNDATION, for continued access to records through identification and indexing, statewide, Nevada. *For possible action*
- 12. Amendment 02, Agreement 448-20-040, with CONSTRUCTION MATERIALS ENGINEERS, INC., for continued on-call augmentation of construction crews, Washoe, Carson City, Douglas, Storey, Lyon, Churchill, Pershing, and Mineral Counties, Nevada. For possible action
- 13. Amendment 03, Agreement 413-19-016 with THE NARWHAL GROUP, to continue maintenance of the Intelligent Transportation Systems (ITS) infrastructure and associated electrical systems, Elko, Humboldt, Pershing, Churchill, Lander, Eureka, White Pine, and Nye Counties, Nevada. For possible action

Right-of-Way

- 14. REL 19-17 Resolution of Relinquishment of a portion of frontage road at IR-80 and SR 535 Interchange (Exit 298), Elko County, Nevada. For possible action
- **15.** SUR 18-17 Disposal of a surplus parcel of land within Las Vegas, Clark County, Nevada. For possible action This item was stricken from the consent agenda.
- **16.** SUR 18-18 Disposal of a surplus parcel of land within Las Vegas, Clark County, Nevada. For possible action This item was stricken from the consent agenda.

General Administration

17. 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*



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END OF CONSENT AGENDA

Motion:Approve Consent Agenda Items 6 through 15, and 18By:Member Stephen AscuagaSecond:Lieutenant Governor Stavros AnthonyVote:Passed unanimously

SEC. 3. ITEMS TAKEN SEPARATELY FROM CONSENT AGENDA

There were no items taken separately from the consent agenda

SEC. 4. ADDITIONAL BUSINESS ITEMS

18. 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.

19. 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.

In person public comment was presented by the following:

Brett Tibbets	Dana Tibbets
Robert Byren	Guy Moss
Sidney Morrow	Robert Felton
Paul Felton	Andy Huckbody
Beth Wallace	Janine Nyre
Bill Lurtz	Elisabeth Lernhardt
Marlo Quillin	David Thompson



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Kirk Ledbetter	Adri
Peter Spencer	Jane
Debbie Ledbetter	Den
Ellen Waller	Ken
Diane Daiss Felton	

Adriana Hartley Janet Murphy Dennis Davenport Ken Ambrose

Written public comment included as attachment.

20. Adjournment – For Possible Action

Governor Lombardo adjourned the July 10, 2023, Nevada Department of Transportation Board of Directors Meeting.

Motion:	Adjourn the July 10, 2023, NDOT Board of Directors Meeting
By:	Lieutenant Governor Stavros Anthony
Second:	Controller Andy Matthews
Vote:	Passed unanimously



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Public Comment

Public Comment received by 4:00 P.M. (Pacific Time) on the business day prior to the meeting.

Robert Byren 7/5/2023, Item 20: I am opposed to NDOT's plan to restrict traffic lanes on US 50 along the East Shore of Lake Tahoe. I spoke to this Board previously regarding the effect of NDOT's Corridor Management Plan "road diet" on lake clarity. More recently I've tried to analyze the increase in transit times by applying Greenshields' traffic flow models to open data published by the NHTSA. This was frustrated because US 50 does not fall within any of the classical road types, since it sometimes exhibits the characteristics of a major highway, at other times an arterial road, for residents and visitors -- a local street with numerous curb breaks, and an alpine mountain road subject to closures, lane narrowing, and snow removal operations in winter and road and infrastructure repair in summer. Last year I submitted Nevada Public Records requests to NDOT, TRPA, and Douglas County, specifically requesting "PEAK traffic flow data on US 50 East Shore Corridor between Glenbrook and Zephyr Cove" with emphasis on holiday periods. I received responses TRPA and NDOT, both providing the same spreadsheet, entitled "50 East Shore Analysis_Protected_v2". This traffic flow analysis presents AVERAGE, median and 95th percentile travel speeds and travel times in 2021 for the major holiday periods and Caldor fire evacuation. Also, the only traffic studies available to Wood Rogers when they initially formulated the CMP used ANNUAL AVERAGES. The point I'd like to make is that the traffic flow studies upon which the study team relied in developing and promulgating the CMP are AVERAGES, and do not capture the real congestion problems that residents and visitors face under peak flow conditions. This can only be established through comprehensive collection of PEAK traffic volume, speed, and transit-time data. NDOT is now proposing to shut down two lanes of through-traffic in August. According to Melissa Chandler, "the demonstration period will allow NDOT to gather important data points such as AVERAGE speeds, crash rates, and the performance of merge/diverge points". Again, that word -- "AVERAGE". In my view, this is a major oversight and downplays the real issue along the corridor, which is congestion during rush hours and over weekends and holidays during the high seasons. Also, TRPA and NDOT have conveniently chosen dates that do not straddle the major summer holidays and have chosen a section of US 50 that does not include the persistent traffic jam due to tourists entering the Zephyr Cove Resort from the North, essentially eliminating one traffic lane (which NDOT wants to do permanently). I would therefore ask the Transportation Board to direct NDOT to end this madness, abandon the August "demonstration", and leave the US 50 East Shore Corridor a proper 4-lane thoroughfare.

Ellie Waller 7/7/2023: The state plans to present the proposal to Douglas County Commissioners July 20 before temporarily striping the highway and will continue to gather input, NDOT "The temporary lane striping is a test of one component of potential future highway improvements proposed as part of NDOT's U.S. 50 Tahoe East Shore Corridor Management Plan," Ragonese said. "While the new lanes are in place, NDOT plans to gather traffic speed and safety data, as well as public feedback, to inform any potential future changes that may be made to highway lanes. NDOT will publish data and general public feedback



Board of Directors • July 10, 2023

Public Comment

collected. Corridor Planning and Special Studies Program Lead Melissa Chandler sent a June 21 email outlining the plan. "During that outreach and subsequent to it, a broad range of feedback was received," Chandler wrote. "This includes those who feel the recommendations will cause gridlock and those who feel something must be done to improve safety. Given the wide variety and sometimes passionate response, NDOT and the study team took time following the fall 2022 outreach to synthesize the feedback, discuss challenges and consider the next steps. "The state proposes to reduce Highway 50 to two lanes, with a turn lane from just south of Zephyr Cove Resort to north of Round Hill Pines through the month of August. Community Services Director Scott Morgan (recently promoted to Assistant County Manager, Douglas County) replied on behalf of the county, lodging a formal protest that there was insufficient time to respond to the plan. "Douglas County believes that these actions are inconsistent with the Charter which states public outreach is a vital component to the Corridor Management Plan," Morgan wrote. "I am asking that NDOT delay this decision until such time as our residents have had an opportunity to weigh in on your proposed plan of action. Please consider this a conflict to be resolved under the current charter document signed by Douglas County on Jan. 20, 2022. Further we wish to have a presentation which will be agendized for action during the July 20 County Board of Commissioners meeting." Most public concerns have dealt with the reduction in the number of lanes on the highway. Ragonese said on average, more than 100 crashes occur every year on the corridor, almost a third of which are documented to have speed as a contributing factor and much of the corridor exceeds statewide average crash rates for similar facilities. While one of the deadliest stretches of road in Douglas County, most fatalities on the highway are the result of intoxicated drivers, one of whom was sentenced to 108-272 months in prison last week. Ability to ENFORCE is the main issue!



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

MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors
FROM:	Tracy Larkin Thomason, P.E., Director
SUBJECT:	August 14, 2023 Transportation Board of Directors Meeting
ITEM # 5:	Receive information on the DRAFT Fiscal Year 2024 Annual Work Program and 2023-2026 Statewide Transportation Improvement Program (STIP) Amendment. – Informational item only

Background

NRS 408.280 requires a presentation to the Governor and Board with a detailed proposed work program by county for the following fiscal year on or before October 1 of each year. The NDOT Work Program achieves the statutory requirement by providing planned project information for all NDOT-led projects by year and by county, focusing on the Annual Work Program (AWP), or the first year of the program.

In addition to state requirements, 23 CFR 450 and 49 CFR 613 require a long-range statewide transportation plan and a statewide transportation improvement program (STIP). The long-range plan must include a minimum 20-year forecast and plans for improvements to the transportation system, including all modes of transportation. The STIP is a four year, fiscally constrained program of all federally funded and regionally significant surface transportation projects across the state, regardless of which agency is responsible for delivering the project. It includes all federally funded or regionally significant projects on NDOT's Work Program, as well as Regional Transportation Improvement Programs from the metropolitan areas, federal lands transportation projects, and tribal transportation projects.

The One Nevada Transportation Plan, adopted in 2018, is Nevada's long-range statewide plan. The plan provides a foundation for a robust performance-based planning and prioritization process, which NDOT has been developing, implementing, and enhancing since the plan was adopted.

This process included identifying criteria and evaluating projects against the six goals of the One Nevada Plan: Enhance Safety, Preserve Infrastructure, Optimize Mobility, Transform Economies, Foster Sustainability, and Connect Communities. All identified projects were scored against these criteria, which were also weighted for relative importance. Cost was also factored in to ensure we considered the relative values of projects compared with resource allocation.

MEMORANDUM Department of Transportation Board of Directors August 2, 2023 Page **2** of **2**

The final process to develop the recommended program of projects included what we call "harmonization." This process included looking at planned project eligibility for federal and state fund sources, readiness and dependencies, performance targets, and geographic distribution across the state. This process has led NDOT to the proposed Work Program and updated STIP.

The approved Work Program and STIP are both available via an interactive web platform that is regularly updated. A Draft 2024 Work Program and STIP Amendment will be available for public comment for a 14day public comment period prior to the September Board of Directors meeting. This item is to provide information and background on these planning documents. The documents will be brought back to the Board in September for approval of the 2024 AWP and acceptance of the 2023-2026 STIP Amendment.

Recommendation for Board Action:

Informational item only.

Prepared by: Kevin Vere, Program Development Chief



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

MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors
FROM:	Tracy Larkin Thomason, P.E., Director
SUBJECT:	August 14, 2023 Transportation Board of Directors Meeting
ITEM #6:	Contract 3988, Project No. NHP-STBG-395-2(045), on US 395 from 0.2 miles east of the Cold Springs Interchange to the California/Nevada State line, with Q & D CONSTRUCTION, LLC, to cold mill and place plantmix bituminous surface with open grade, Washoe County, Nevada. – For possible action

Summary:

June 15, 2023, at 1:30 PM, the following bids were opened for Contract 3988, Project No. NHP-STBG-395-2(045), on US 395 from 0.2 miles east of the Cold Springs Interchange to the California/Nevada State line, in Washoe County, to cold mill and place plantmix bituminous surface with open grade.

Q & D Construction, LLC	\$12,550,000.00
Granite Construction Company	
Sierra Nevada Construction, Inc	
Road and Highway Builders, LLC	
5 , , ,	. , ,

Engineer's Estimate.....\$10,805,617.77

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

Recommendation for Board Action:

Award contract 3988, to Q & D Construction, LLC, in the amount of \$12,550,000.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM

Administrative Services

June 30, 2023

To:Tracy Larkin Thomason, P.E., DirectorSajid Sulahria, Deputy Director of Project Delivery and Engineering
Jenica Keller, Assistant Director, Operations

From: Vanessa Pickles, Contract Services Manager, Administrative Services

Subject: Concurrence in Award for Contract No. 3988, Project No. NHP-STBG-395-2(045), on US 395 from 0.2 miles East of the Cold Springs Interchange to the CA/NV State line, in Washoe County, described as: cold mill and place plantmix bituminous surface with open grade. The Engineer's Estimate is \$10,805,617.77.

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

Bid proposals were opened on June 15, 2023. Q & D Construction LLC is the apparent low bidder at \$12,550,000.00 and they submitted a properly executed proposal, bid bond, and anti-collusion affidavit. The second low bidder is Granite Construction Company with a bid of \$12,926,926.00.

The project is Federally funded, required 6.80% DBE participation, and is not subject to State Bidder Preference provisions.

The subcontractor and supplier listings submitted by Q & D Construction have been reviewed and confirmed by Contract Services. The DBE information submitted by Q & D Construction LLC has been reviewed and certified by the External Civil Rights office Q & D Construction LLC has met the required DBE participation with a 6.87% 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 August 2023 meeting.

Concurrence in award:

afid Sulalinia Sajid Sulahria, Deputy Director

Jenica Keller Jenica Keller Jenica Keller, Assistant Director

Tracy Lartin Thomason Tracy Larkin Thomason, P.E., Director

Enclosures: Unofficial Bid Results DBE Sub Approval BRAT Summary Report



Nevada Department of Transportation Unofficial Bid Results

June 15, 2023

Se	nior Designer: stimate Range:	3988 JOHN LOVELESS JAMES OPPERMAN R29 \$9,550,000.01 to \$11,50 NHP-STBG-395-2(045)	Bid Opening Date and Time: Liquidated Damages: Working Days: 0,000 District:	\$6,000.00
	Location:	line	f the Cold Springs Interchange to the CA	VNV State
	Description:	cold mill and place plantmix b	ituminous surface with open grade	
	Appare	ent Low Bidder: <u>Q & D Constru</u> Apparent 2nd:Granite Const		Actual Bid \$12,550,000.00 \$12,926,926.00
		Apparent 3rd:Sierra Nevada		\$13,536,007.00
Bidd	ers:			Actual Bid Amount
1	Q & D Constru 1050 South 2 Sparks, NV 89 (775) 786-267	1st Street 9431		\$12,550,000.00
2	Granite Const 585 West Bea Watsonville, C (831) 724-101	CA 95076		\$12,926,926.00
3	Sierra Nevada PO Box 50760 Sparks, NV 89 (775) 355-042	9435		\$13,536,007.00
4	Road and Hig 950 E Mustan Sparks, NV 89 (775) 852-728	9434		\$14,222,222.00



Attachment C 123 E. Washington Ave. Las Vegas, Nevada 89101 Phone: (775) 888-7497 Fax: (775) 888-7235

MEMORANDUM External Civil Rights

June 26, 2023

To: Teresa Schlaffer, Deputy Chief, Administrative Services

From: Jess Lis, DBE Specialist

Subject: NDOT Bidder DBE Information – Contract no. 3988, US 395 from 0.2 miles East of the Cold Springs Interchange to the CA/NV State line, in WASHOE County, cold mill and place plantmix bituminous surface with open grade

Apparent low bid: \$12,550,000.00

The DBE information for Tungsten Engineering Contractors, Kelley Erosion Control Inc, Surface Prep & Maintenance, and Las Vegas Lighting Inc, submitted by the apparent low bidder, Q & D Construction LLC, has been received by External Civil Rights and we have concluded:

Tungsten Engineering Contractors, Kelley Erosion Control Inc, Surface Prep & Maintenance, and Las Vegas Lighting Inc, hold active State of Nevada business licenses and are Nevada certified DBE firms. Additionally, Tungsten Engineering Contractors, Kelley Erosion Control Inc, and Surface Prep & Maintenance, hold active Nevada State Contractors Board licenses. All firms are clear of State disqualification and Federal exclusion.

The DBE goal of 6.8% has been met with a 6.87% DBE committed participation by the apparent low bidder Q & D Construction LLC.

The DBE firms are approved for this contract.

cc: Contract Services Contract Compliance Teri Lewis, 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

June 30, 2023

To: Maya Bourgeois, Chief, Administrative Services Division

From: Bid Review and Analysis Team

Subject: BRAT Summary Report for Contract No.: 3988

The Bid Review and Analysis Team (BRAT) met on June 27, 2023, to discuss bids for the above referenced contract. The following were in attendance:

Scott Hein, Chief Roadway Design Engineer Sam Lompa, Chief Construction Engineer Tonia Andree, Professional Engineer Ambere Angel, Professional Engineer Lester Aquino Brian Deal, Professional Engineer Samantha Dowd, Professional Engineer David Fox, Professional Engineer Steve Hale, Professional Engineer Curtis Hartzell, Associate Engineer Kathia Malfavon Andrew Lawrence, Professional Engineer Monty Lowe, Associate Engineer Eric MacGill, Associate Engineer Greg Mindrum, Associate Engineer James Opperman, Associate Engineer Vanessa Pickles, Contract Services Manager Phillip Slagel, Professional Engineer Jesse Smithson, Professional Engineer Frederick Tydeman, Professional Engineer Michael West, Associate Engineer Eric Yount, 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, Q & D Construction LLC, submitted a bid which is 116.1% of the Engineer's Estimate. The BRAT recommends award of this contract.

Submitted:

DocuSigned by:

Scott Hein, BRAT Co-Chair

cc: Attendees Lori Story, Legal Design Admin

DocuSigned by: A. Im

Sam Lompa, BRAT Co-Chair

Bid Tabulation June 15, 2023

Contract No.: 3988

Description:cold mill and place plantmix bituminous surface with open gradeLocation:US 395 from 0.2 miles East of the Cold Springs Interchange to the CA/NV State line

Bid Opening: June 15, 2023

				Engineer's	Estimate	Q & D Cons	Q & D Construction LLC		Granite Construction Company		mpany Sierra Nevada Construction, Inc.		way Builders LLC
Item No.	Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2010120	5.520	ACRE	CLEARING AND GRUBBING	\$7,225.00	\$39,882.00	\$5,050.00	\$27,876.00	\$4,500.00	\$24,840.00	\$10,000.00	\$55,200.00	\$10,000.00	\$55,200.00
2020120	26,926.000	SQFT	REMOVAL OF PORTION OF BRIDGE DECK	\$2.75	\$74,046.50	\$2.45	\$65,968.70	\$3.00	\$80,778.00	\$2.45	\$65,968.70	\$8.00	\$215,408.00
2020160	167.000	LINFT	REMOVAL OF EXPANSION JOINTS	\$106.00	\$17,702.00	\$50.00	\$8,350.00	\$60.00	\$10,020.00	\$50.00	\$8,350.00	\$50.00	\$8,350.00
2020400	36.000	LINFT	REMOVAL OF CONCRETE BARRIER RAIL	\$212.00	\$7,632.00	\$420.00	\$15,120.00	\$250.00	\$9,000.00	\$250.00	\$9,000.00	\$150.00	\$5,400.00
2020450	2.000	EACH	REMOVE END SECTION	\$743.00	\$1,486.00	\$1,100.00	\$2,200.00	\$450.00	\$900.00	\$700.00	\$1,400.00	\$500.00	\$1,000.00
2020580	70.000	LINFT	RESET FENCE	\$75.00	\$5,250.00	\$50.00	\$3,500.00	\$50.00	\$3,500.00	\$232.00	\$16,240.00	\$80.00	\$5,600.00
2020585	70.000	LINFT	REMOVAL OF FENCE	\$21.00	\$1,470.00	\$50.00	\$3,500.00	\$50.00	\$3,500.00	\$72.25	\$5,057.50	\$20.00	\$1,400.00
2020595	656.000	LINFT	REMOVAL OF CHAIN LINK FENCE	\$15.00	\$9,840.00	\$45.00	\$29,520.00	\$20.00	\$13,120.00	\$19.25	\$12,628.00	\$15.00	\$9,840.00
2020895	38.000	EACH	REMOVE LIGHTING FIXTURES	\$200.00	\$7,600.00	\$145.00	\$5,510.00	\$250.00	\$9,500.00	\$250.00	\$9,500.00	\$400.00	\$15,200.00
2020925	16.000	EACH	REMOVAL OF PULL BOX	\$245.00	\$3,920.00	\$230.00	\$3,680.00	\$233.00	\$3,728.00	\$230.00	\$3,680.00	\$500.00	\$8,000.00
2020965	2,796.000	SQYD	REMOVAL OF BITUMINOUS SURFACE	\$12.75	\$35,649.00	\$14.00	\$39,144.00	\$7.10	\$19,851.60	\$18.00	\$50,328.00	\$12.00	\$33,552.00
2020990	226,292.080	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$2.75	\$622,303.22	\$4.00	\$905,168.32	\$2.50	\$565,730.20	\$1.25	\$282,865.10	\$6.00	\$1,357,752.48
2020995	7,133.260	SQYD	REMOVAL OF BITUMINOUS SURFACE (MISCELLANEOUS COLD MILLING)	\$6.15	\$43,869.55		\$35,666.30	\$8.00	\$57,066.08	\$1.50	\$10,699.89	\$3.00	\$21,399.78
2021120	8.000	EACH	REMOVAL OF CATTLE GUARD	\$4,250.00	\$34,000.00	\$4,750.00	\$38,000.00	\$4,750.00	\$38,000.00	\$3,000.00	\$24,000.00	\$3,000.00	\$24,000.00
2021287	40,116.000	LINFT	GRINDING FOR PAVEMENT MARKINGS	\$1.00	\$40,116.00	\$0.50	\$20,058.00	\$0.50	\$20,058.00	\$0.50	\$20,058.00	\$1.00	\$40,116.00
2030140	136.600	CUYD	ROADWAY EXCAVATION	\$105.00	\$14,343.00	\$250.00	\$34,150.00	\$125.00	\$17,075.00	\$120.00	\$16,392.00	\$80.00	\$10,928.00
2030230	263.000	CUYD	BORROW EMBANKMENT	\$78.00	\$20,514.00	\$180.00	\$47,340.00	\$280.00	\$73,640.00	\$220.00	\$57,860.00	\$80.00	\$21,040.00
2030360	5,076.900	SQYD	BASE PREPARATION	\$3.60	\$18,276.84	\$6.00	\$30,461.40	\$8.00	\$40,615.20	\$4.00	\$20,307.60	\$3.00	\$15,230.70
2030500	38.690	STA	RESHAPE ROADWAY DITCHES	\$1,000.00	\$38,690.00	\$2,700.00	\$104,463.00	\$750.00	\$29,017.50	\$2,000.00	\$77,380.00	\$500.00	\$19,345.00
2060110	76.300	CUYD	STRUCTURE EXCAVATION	\$148.00	\$11,292.40	\$380.00	\$28,994.00	\$370.00	\$28,231.00	\$200.00	\$15,260.00	\$120.00	\$9,156.00
2070110	9.800	CUYD	GRANULAR BACKFILL	\$191.00	\$1,871.80	\$680.00	\$6,664.00	\$200.00	\$1,960.00	\$400.00	\$3,920.00	\$120.00	\$1,176.00
2070150	5.000	CUYD	SLURRY CEMENT BACKFILL	\$450.00	\$2,250.00	\$5,000.00	\$25,000.00	\$6,000.00	\$30,000.00	\$5,000.00	\$25,000.00	\$400.00	\$2,000.00
2110150	3.870	ACRE	SEEDING	\$9,350.00	\$36,184.50		\$52,128.90	\$13,800.00	\$53,406.00	\$8,000.00	\$30,960.00	\$6,000.00	\$23,220.00
2120045	1,917.000	SQYD	PAINTING	\$36.00	\$69,012.00		\$78,597.00	\$69.00	\$132,273.00	\$69.00	\$132,273.00	\$50.00	\$95,850.00
3020140	100.000	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$178.00	\$17,800.00	\$300.00	\$30,000.00	\$170.00	\$17,000.00	\$200.00	\$20,000.00	\$150.00	\$15,000.00
4020100	1,453.400	SQYD	PLANTMIXING MISCELLANEOUS AREAS	\$21.00	\$30,521.40	\$16.00	\$23,254.40	\$25.00	\$36,335.00	\$25.00	\$36,335.00	\$30.00	\$43,602.00
4020130	70.000	LINFT	PLANTMIX BITUMINOUS SHOULDER DIKES	\$63.00	\$4,410.00	\$115.00	\$8,050.00	\$130.00	\$9,100.00	\$100.00	\$7,000.00	\$12.00	\$840.00
4020190	37,192.000	TON	PLANTMIX SURFACING (TYPE 2C) (WET)	\$93.00	\$3,458,856.00	\$117.00	\$4,351,464.00	\$131.00		\$145.00	\$5,392,840.00	\$90.00	\$3,347,280.00
4030100	6.400	MILE	MILLED RUMBLE STRIPS	\$1,615.00	\$10,336.00	\$750.00	\$4,800.00	\$1,200.00	\$7,680.00	\$1,480.00	\$9,472.00	\$400.00	\$2,560.00
4030110	8,189.000	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$131.00	\$1,072,759.00	\$180.00	\$1,474,020.00	\$170.00	\$1,392,130.00	\$225.00	\$1,842,525.00	\$195.00	\$1,596,855.00
4060120	1,455.000	SQYD	PRIME COAT	\$2.25	\$3,273.75	\$3.00	\$4,365.00	\$1.50	\$2,182.50	\$7.00	\$10,185.00	\$4.00	\$5,820.00
4070190	7.040	TON	EMULSIFIED ASPHALT, TYPE SS-1H (DILUTED)	\$935.00	\$6,582.40	\$1,150.00	\$8,096.00	\$1,200.00	\$8,448.00	\$600.00	\$4,224.00	\$1,000.00	\$7,040.00
4970100	196.000	SQYD	BRIDGE DECK PREPARATION	\$21.00	\$4,116.00	\$47.00	\$9,212.00	\$47.00	\$9,212.00	\$47.00	\$9,212.00	\$50.00	\$9,800.00
4970110	196.000	SQYD	THIN BONDED MULTILAYER OVERLAY	\$106.00	\$20,776.00	\$165.00	\$32,340.00	\$165.00	\$32,340.00	\$165.00	\$32,340.00	\$250.00	\$49,000.00
5020160	12.000	LINFT	CONCRETE BARRIER RAIL (TYPE A)	\$297.00	\$3,564.00		\$10,800.00	\$1,100.00	\$13,200.00	\$925.00	\$11,100.00	\$600.00	\$7,200.00
5020360	1.000	FA	CONCRETE BRIDGE DECK REPAIR	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
5021700	154.000	LINFT	EXPANSION JOINT SEALANT	\$68.00	\$10,472.00	\$100.00	\$15,400.00	\$100.00	\$15,400.00	\$100.00	\$15,400.00	\$150.00	\$23,100.00
5021860	154.000	LINFT	ASPHALT PLUG EXPANSION JOINT	\$488.00	\$75,152.00	\$500.00	\$77,000.00	\$500.00	\$77,000.00	\$500.00	\$77,000.00	\$300.00	\$46,200.00
5022030	13.000	LINFT	PREFORMED JOINT FILLER, (3 1/2-INCH)	\$63.00	\$819.00	\$160.00	\$2,080.00	\$160.00	\$2,080.00	\$160.00	\$2,080.00	\$200.00	\$2,600.00
5060710	328.000	LINFT	PEDESTRIAN RAIL, TYPE M	\$182.00	\$59,696.00				\$147,600.00	\$442.00	\$144,976.00	\$250.00	\$82,000.00
5060800	328.000	LINFT	PEDESTRIAN RAIL, TYPE V	\$144.00	\$47,232.00		\$67,240.00	\$340.00	\$111,520.00	\$410.50	\$134,644.00	\$250.00	\$82,000.00
6030230	5.000	LINFT	24-INCH REINFORCED CONCRETE PIPE, CLASS III	\$255.00	\$1,275.00	\$360.00	\$1,800.00	\$290.00	\$1,450.00	\$900.00	\$4,500.00	\$500.00	\$2,500.00
6031050	1.000	EACH	24-INCH PRECAST END SECTION	\$3,400.00	\$3,400.00			\$2,300.00	\$2,300.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
6040280	22.000	LINFT	18-INCH CORR. METAL PIPE (16 GAGE)	\$263.00	\$5,786.00					\$450.00	\$9,900.00	\$400.00	\$8,800.00
6042415	3.000	EACH	18-INCH METAL END SECTION	\$1,190.00	\$3,570.00		\$3,000.00		\$795.00		\$6,000.00	\$1,500.00	\$4,500.00
6080150	6.000	EACH	EMBANKMENT PROTECTOR, TYPE 5	\$4,250.00	\$25,500.00				\$24,000.00	\$7,500.00	\$45,000.00	\$8,000.00	\$48,000.00
6080230	24.000	EACH	ANCHOR ASSEMBLY (12-INCH)	\$573.00	\$13,752.00		\$18,000.00	\$750.00	\$18,000.00	\$2,200.00	\$52,800.00	\$400.00	\$9,600.00
6080350	456.000	LINFT	12-INCH DOWNDRAIN PIPE	\$148.00	\$67,488.00			\$250.00	\$114,000.00	\$300.00	\$136,800.00	\$300.00	\$136,800.00
6080460	6.000	EACH	12-INCH METAL END SECTION (DOWNDRAIN)	\$977.00	\$5,862.00		\$1,500.00		\$1,500.00	\$3,200.00	\$19,200.00	\$1,500.00	\$9,000.00
6090115	61.000		MODIFY DECK DRAIN	\$1,700.00	\$103,700.00						\$27,450.00	\$500.00	\$30,500.00

Attachment D

Project No.: Project Id: County: Range: Working:

NHP-STBG-395-2(045) 69962 Washoe R29 (\$9,550,000.01 to 80 days

Contracts for Approval Over \$5,000,000 Page 6 of 9

Bid Tabulation June 15, 2023

				Engineer's	r's Estimate Q & D Construction LLC Gr		Granite Constru	ction Company	Sierra Nevada C	onstruction, Inc.	Road and Highway Builders LLC			
Item No.	Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
6090610	1.000	EACH	ADJUSTING VALVE COVERS (METHOD C)	\$1,700.00	\$1,700.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	
6091040	1,470.000	POUND	STRUCTURAL STEEL GRATES	\$4.88	\$7,173.60	\$10.00	\$14,700.00	\$10.00	\$14,700.00		\$11,760.00	\$5.00	\$7,350.00	
6100050	405.000	SQYD	GEOTEXTILE (CLASS 1)	\$5.31	\$2,150.55	\$3.00	\$1,215.00		\$1,215.00		\$1,620.00	\$5.00	\$2,025.00	
6100170	84.000		RIPRAP (CLASS 150)	\$157.00	\$13,188.00	\$225.00			\$18,900.00		\$13,440.00	\$300.00	\$25,200.00	
6100460	56.000	CUYD	RIPRAP BEDDING (CLASS 150)	\$163.00	\$9,128.00	\$225.00	\$12,600.00		\$12,600.00	\$175.00	\$9,800.00	\$300.00	\$16,800.00	
6130780	24.000	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 1)	\$114.00	\$2,736.00	\$190.00	\$4,560.00	\$280.00	\$6,720.00	\$140.00	\$3,360.00	\$100.00	\$2,400.00	
6131140	47.300	SQYD	CLASS AA CONCRETE SIDEWALK (4-INCH)	\$131.00	\$6,196.30	\$125.00	\$5,912.50		\$4,730.00		\$9,460.00	\$100.00	\$4,730.00	
6131370	2.540	SQYD	CLASS AA CONCRETE SLAB (4-INCH)	\$2,100.00	\$5,334.00	\$950.00	\$2,413.00		\$4,572.00	\$2,200.00	\$5,588.00	\$100.00	\$254.00	
6140100	3,999.000	SQFT	REPAINTING EXISTING STRUCTURAL STEEL, TYPE 1	\$85.00	\$339,915.00	\$77.00	\$307,923.00	\$77.00	\$307,923.00	\$77.00	\$307,923.00	\$70.00	\$279,930.00	
6140120	15,249.000	SQFT	REPAINTING EXISTING STRUCTURAL STEEL, TYPE 2	\$17.00	\$259,233.00	\$14.00	\$213,486.00	\$14.00	\$213,486.00	\$14.00	\$213,486.00	\$12.00	\$182,988.00	
6160420	1.000	EACH	4-FOOT METAL WALK GATE	\$1,500.00	\$1,500.00	\$2,650.00	\$2,650.00	\$2,900.00	\$2,900.00	\$2,510.00	\$2,510.00	\$1,000.00	\$1,000.00	
6160480	1.000	EACH	12-FOOT SWING GATE (DOUBLE)	\$2,000.00	\$2,000.00	\$5,218.00	\$5,218.00	\$5,800.00	\$5,800.00	\$3,510.00	\$3,510.00	\$4,000.00	\$4,000.00	
6161200	39.600	LINFT	72-INCH CHAIN-LINK FENCE	\$40.00	\$1,584.00	\$353.87	\$14,013.25	\$400.00	\$15,840.00	\$290.00	\$11,484.00	\$100.00	\$3,960.00	
6170770	8.000	EACH	24-FOOT PRECAST CATTLE GUARD	\$29,750.00	\$238,000.00	\$30,100.00	\$240,800.00	\$30,100.00	\$240,800.00		\$216,000.00	\$50,000.00	\$400,000.00	
6180250	3,114.000	LINFT	REMOVE AND RESET GUARDRAIL	\$9.35	\$29,115.90	\$10.00	\$31,140.00		\$31,140.00		\$31,140.00	\$8.00	\$24,912.00	
6190200	360.000	EACH	GUIDE POSTS (RIGID)	\$55.00	\$19,800.00	\$65.50	\$23,580.00	\$65.00	\$23,400.00	\$65.50	\$23,580.00	\$80.00	\$28,800.00	
6190270	18.000	EACH	OBJECT MARKERS, TYPE 2 (MODIFIED)	\$144.00	\$2,592.00	\$150.00	\$2,700.00		\$2,700.00		\$2,700.00	\$150.00	\$2,700.00	
6190280	10.000	EACH	OBJECT MARKERS, TYPE 3	\$153.00	\$1,530.00	\$150.00	\$1,500.00		\$1,500.00		\$1,500.00	\$150.00	\$1,500.00	
6230201	6.000	EACH	ITS VAULT	\$9,750.00	\$58,500.00	\$8,670.00	\$52,020.00	\$8,800.00	\$52,800.00	\$8,670.00	\$52,020.00	\$10,000.00	\$60,000.00	
6230226	24.000		NO. 3-1/2 PULL BOX, MODIFIED	\$1,750.00	\$42,000.00	\$1,260.00	\$30,240.00		\$30,000.00		\$30,240.00	\$5,000.00	\$120,000.00	
6230232	18.000		NO. 5 PULL BOX, MODIFIED	\$2,000.00	\$36,000.00	\$1,610.00	\$28,980.00	\$1,600.00	\$28,800.00		\$28,980.00	\$7,000.00	\$126,000.00	
6230236	14.000	EACH	NO. 7 PULL BOX, MODIFIED	\$2,200.00	\$30,800.00	\$2,440.00	\$34,160.00		\$33,600.00		\$34,160.00	\$10,000.00	\$140,000.00	
6230268	65.000	EACH	LUMINAIRE, TYPE B	\$800.00	\$52,000.00	\$440.00	\$28,600.00		\$28,600.00		\$28,600.00	\$700.00	\$45,500.00	
6230575	27.000	EACH	STEEL POLE, TYPE 7 (WITH SAFETY BASE)	\$9,500.00	\$256,500.00	\$9,500.00	\$256,500.00		\$259,200.00		\$256,500.00	\$15,000.00	\$405,000.00	
6230653	1.000	EACH	ITS POLE (30 FOOT)	\$22,000.00	\$22,000.00	\$12,300.00	\$12,300.00		\$12,400.00	\$12,300.00	\$12,300.00	\$25,000.00	\$25,000.00	
6230775	32.000	EACH	LOOP DETECTOR	\$692.00	\$22,144.00	\$700.00	\$22,400.00		\$22,400.00		\$22,400.00	\$800.00	\$25,600.00	
6230921	1.000	EACH	RADAR DETECTOR SYSTEM	\$25,500.00	\$25,500.00	\$16,280.00	\$16,280.00	\$16,500.00	\$16,500.00	\$16,280.00	\$16,280.00	\$15,000.00	\$15,000.00	
6230925	4.000	EACH	PIEZOELECTRIC SENSOR	\$1,700.00	\$6,800.00	\$3,140.00	\$12,560.00		\$12,400.00		\$12,560.00	\$4,000.00	\$16,000.00	
6230988	1.000	EACH	REMOVE CABINET	\$1,000.00	\$1,000.00	\$550.00	\$550.00	\$550.00	\$550.00		\$550.00	\$2,000.00	\$2,000.00	
6231061	1.000	EACH	COMMUNICATION CABINET	\$32,000.00	\$32,000.00	\$23,300.00	\$23,300.00	\$23,000.00	\$23,000.00	\$23,300.00	\$23,300.00	\$15,000.00	\$15,000.00	
6231115	1.000	LS	ROAD AND WEATHER INFORMATION SYSTEM	\$62,000.00	\$62,000.00	\$58,300.00	\$58,300.00	\$59,000.00	\$59,000.00	\$58,300.00	\$58,300.00	\$50,000.00	\$50,000.00	
6231259	99.000	LINFT	ETHERNET CABLE	\$10.00	\$990.00	\$3.90	\$386.10	\$4.00	\$396.00		\$386.10	\$50.00	\$4,950.00	
6231261	1.000		FIELD HARDENED ETHERNET SWITCH	\$12,500.00	\$12,500.00	\$12,700.00			\$13,000.00		\$12,700.00	\$5,000.00	\$5,000.00	
6231375	3.000		REMOVAL OF POLE	\$1,330.00	\$3,990.00	\$1,610.00			\$4,800.00		\$4,830.00	\$2,000.00	\$6,000.00	
6231635	2.000		MODIFY ELECTRICAL SERVICE	\$1,000.00	\$2,000.00	\$300.00			\$600.00		\$600.00	\$5,000.00	\$10,000.00	
6231745	2.000		RECEPTACLE	\$260.00	\$520.00	\$206.00			\$400.00		\$412.00	\$5,000.00	\$10,000.00	
6231795	387.000		1 1/2-INCH CONDUIT	\$20.00	\$7,740.00	\$20.90			\$8,127.00		\$8,088.30	\$50.00	\$19,350.00	
6231820	7,433.000			\$23.00	\$170,959.00	\$22.70			\$170,959.00		\$168,729.10	\$50.00	\$371,650.00	
6231850	6,778.000			\$60.00	\$406,680.00	\$43.80			\$298,232.00		\$296,876.40	\$60.00	\$406,680.00	
6231960	15,530.000		NO. 2 CONDUCTOR	\$2.50	\$38,825.00	\$3.20			\$46,590.00		\$49,696.00	\$3.00	\$46,590.00	
6231965	15,517.000			\$2.70	\$41,895.90	\$2.80			\$38,792.50		\$43,447.60	\$2.00	\$31,034.00	
6231970	16,194.000			\$3.20	\$51,820.80	\$2.40			\$36,436.50		\$38,865.60	\$1.00	\$16,194.00	
6231975	4,532.000			\$3.30	\$14,955.60	\$1.80			\$6,798.00		\$8,157.60	\$1.00	\$4,532.00	
6231980	2,362.000			\$2.00	\$4,724.00	\$1.20			\$2,362.00		\$2,834.40	\$1.00	\$2,362.00	
6231985	4,010.000		NO. 10 CONDUCTOR	\$1.20 \$12,500,00	\$4,812.00	\$1.00			\$4,010.00		\$4,010.00	\$1.00	\$4,010.00	
6232225	1.000		STEEL POST, 30-FOOT	\$12,500.00	\$12,500.00	\$13,200.00			\$13,400.00		\$13,200.00	\$25,000.00	\$25,000.00	
6233030	1.000			\$11,500.00	\$11,500.00	\$9,310.00			\$9,400.00		\$9,310.00	\$15,000.00	\$15,000.00	
6240130	1.000	FA		\$56,000.00	\$56,000.00	\$56,000.00			\$56,000.00		\$56,000.00	\$56,000.00	\$56,000.00	
6240140	80.000	DAY		\$977.00	\$78,160.00	\$1,500.00			\$112,000.00		\$96,000.00	\$400.00	\$32,000.00	
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$283,000.00	\$283,000.00	\$300,000.00			\$300,000.00		\$379,925.46	\$955,589.14	\$955,589.14	
6270190	3,064.790	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$92.00	\$281,960.68	\$135.00			\$413,746.65		\$413,746.65	\$150.00	\$459,718.50	
6270220	728.000		PERMANENT SIGN PANELS (PANELS ONLY)	\$42.00	\$30,576.00	\$46.50			\$32,760.00		\$33,852.00	\$100.00	\$72,800.00	
6270240	2,758.120	SQFT	PERMANENT SIGNS, REMOVE	\$6.58	\$18,148.43	\$10.00			\$27,581.20		\$27,581.20	\$20.00	\$55,162.40	
6270250	728.000	SQFT	PERMANENT SIGNS, REMOVE (PANEL ONLY)	\$9.35	\$6,806.80	\$10.00			\$7,280.00		\$7,280.00	\$10.00	\$7,280.00	
6280120	1.000	LS	MOBILIZATION	\$982,174.35	\$982,174.35	\$1,010,928.48	\$1,010,928.48	\$1,206,405.07	\$1,206,405.07	\$1,000,000.00	\$1,000,000.00	\$1,420,000.00	\$1,420,000.00	
												tracts for Approval O	.	

Attachment D

Contracts for Approval Over \$5,000,000 Page 7 of 9

Bid Tabulation June 15, 2023

						,							
				Engineer's	Estimate	Q & D Construction LLC Granite Construction Company Si		Sierra Nevada Construction, Inc.		Road and Highv	vay Builders LLC		
Item No.	Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
6320890	7.600	MILE	EPOXY PAVEMENT STRIPING (8-INCH BROKEN WHITE)	\$1,870.00	\$14,212.00	\$1,800.00	\$13,680.00	\$1,800.00	\$13,680.00	\$1,800.00	\$13,680.00	\$2,500.00	\$19,000.00
6320940	8.000	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID WHITE)	\$3,750.00	\$30,000.00	\$4,850.00	\$38,800.00	\$4,800.00	\$38,400.00	\$4,850.00	\$38,800.00	\$6,000.00	\$48,000.00
6320960	2.500	MILE	EPOXY PAVEMENT STRIPING (12-INCH SOLID WHITE)	\$5,100.00	\$12,750.00	\$7,500.00	\$18,750.00	\$7,500.00	\$18,750.00	\$7,500.00	\$18,750.00	\$8,000.00	\$20,000.00
6321030	8.000	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID YELLOW)	\$3,612.00	\$28,896.00	\$4,850.00	\$38,800.00	\$4,800.00	\$38,400.00	\$4,850.00	\$38,800.00	\$6,000.00	\$48,000.00
6321070	1,950.000	LINFT	EPOXY PAVEMENT STRIPING (DOUBLE SOLID YELLOW)	\$1.87	\$3,646.50	\$1.80	\$3,510.00	\$1.80	\$3,510.00	\$1.80	\$3,510.00	\$3.00	\$5,850.00
6341030	160.000	LINFT	THERMOPLASTIC PAVEMENT MARKING (24-INCH SOLID WHITE)	\$16.00	\$2,560.00	\$20.00	\$3,200.00	\$20.00	\$3,200.00	\$20.00	\$3,200.00	\$25.00	\$4,000.00
6341060	200.000	SQFT	THERMOPLASTIC PAVEMENT MARKING (VARIES)	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$25.00	\$5,000.00
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$112,655.00	\$112,655.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$100,000.00	\$100,000.00
6460110	2,796.000	SQYD	BRIDGE DECK PREPARATION	\$10.00	\$27,960.00	\$5.80	\$16,216.80	\$5.50	\$15,378.00	\$5.80	\$16,216.80	\$10.00	\$27,960.00
6460180	2,796.000	SQYD	LIQUID MEMBRANE	\$80.00	\$223,680.00	\$85.00	\$237,660.00	\$85.00	\$237,660.00	\$85.00	\$237,660.00	\$100.00	\$279,600.00
			Totals:		\$10,805,617.77		\$12,550,000.00		\$12,926,926.00		\$13,536,007.00		\$14,222,222.00

Attachment D

Price Sensitivity

June 15, 2023

Contract No.:	3988										RE: Andrew Lawrence
Project No.:	NHP-STBG-395	-2(045)		Engineer's	Q & D	Granite	Diff. Between	Diff Between			Designer: John Loveless
Project Id:	69962			Estimate	Construction LLC	Construction	Low & 2nd	EE & Low	Low Bid % of EE		
County:	Washoe			\$10.805.617.77	\$12.550.000.00	\$12,926,926,00	\$376,926.00	\$1,744,382.23	116.1%		
Range:	R29 (\$9.550.000	0.01 to \$11,500,000).(, ,,	· · · · · · · · · · · · · · · · · · ·	, , , , , , , , , , , , , , , , , , ,	, , ,	-		
Working:	80 days										
	, 			Engineer's Est.	Low Bid	2nd Low Bid	Qty Chg Req'd to	% Change in		Significantly	
Item No.	Quantity	Unit	Description	Unit Price	Unit Price	Unit Price	Chq Bid Order	Qty Req'd	Low % of EE	Unbalanced	Price & Quantity Check Comments
			Description REMOVAL OF PORTION OF BRIDGE DECK				v		00.40/		
2020120	26926.000	SQFT		\$2.75 \$2.75	\$2.45	\$3.00		-2545.2%	89.1%	No	
2020990	226292.080	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)		\$4.00	\$2.50		111.0%	145.5%	No	EE OK/ QTY OK
2030500	38.690	STA	RESHAPE ROADWAY DITCHES	\$1,000.00	\$2,700.00	\$750.00		499.6%	270.0%	Yes	
2110150	3.870	ACRE	SEEDING	\$9,350.00	\$13,470.00	\$13,800.00		-29514.2%	144.1%	No	EE OK/ QTY OK
2120045	1917.000	SQYD	PAINTING	\$36.00	\$41.00	\$69.00		-702.2%	113.9%	No	EE OK/ QTY OK
4020190	37192.000	TON	PLANTMIX SURFACING (TYPE 2C) (WET)	\$93.00	\$117.00	\$131.00		-72.4%	125.8%	No	EE Low, should have been \$110/ QTY OK
4030110	8189.000	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$131.00	\$180.00	\$170.00		460.3%	137.4%	No	EE Low, should have been \$154/ QTY OK
5021860	154.000	LINFT	ASPHALT PLUG EXPANSION JOINT	\$488.00	\$500.00	\$500.00		N/A	102.5%	No	EE OK/ QTY OK
5060710	328.000	LINFT	PEDESTRIAN RAIL, TYPE M	\$182.00	\$300.00	\$450.00		-766.1%	164.8%	Yes	EE OK/ QTY OK
5060800	328.000	LINFT	PEDESTRIAN RAIL, TYPE V	\$144.00	\$205.00	\$340.00	-2,792.044	-851.2%	142.4%	No	EE OK/ QTY OK
6080350	456.000	LINFT	12-INCH DOWNDRAIN PIPE	\$148.00	\$250.00	\$250.00	N/A	N/A	168.9%	Yes	EE OK/ QTY OK
6090115	61.000	EACH	MODIFY DECK DRAIN	\$1,700.00	\$450.00	\$450.00) N/A	N/A	26.5%	Yes	EE OK/ QTY OK
6140100	3999.000	SQFT	REPAINTING EXISTING STRUCTURAL STEEL, TYPE 1	\$85.00	\$77.00	\$77.00	N/A	N/A	90.6%	No	EE OK/ QTY OK
6140120	15249.000	SQFT	REPAINTING EXISTING STRUCTURAL STEEL, TYPE 2	\$17.00	\$14.00	\$14.00) N/A	N/A	82.4%	No	EE OK/ QTY OK
6170770	8.000	EACH	24-FOOT PRECAST CATTLE GUARD	\$29,750.00	\$30,100.00	\$30,100.00	N/A	N/A	101.2%	No	EE OK/ QTY OK
6230201	6.000	EACH	ITS VAULT	\$9,750.00	\$8,670.00	\$8,800.00		-48323.8%	88.9%	No	EE OK/ QTY OK
6230268	65.000	EACH	LUMINAIRE. TYPE B	\$800.00	\$440.00	\$440.00		N/A	55.0%	Yes	EE OK/ QTY OK
6230575	27.000	EACH	STEEL POLE, TYPE 7 (WITH SAFETY BASE)	\$9,500,00	\$9,500.00	\$9,600.00		-13960.2%	100.0%	No	EE OK/ QTY OK
6231115	1.000	LS	ROAD AND WEATHER INFORMATION SYSTEM	\$62,000.00	\$58,300.00	\$59,000.00		-53846.6%	94.0%	No	EE OK/ QTY OK
6231820	7433.000	LINFT	3-INCH CONDUIT	\$23.00	\$22.70	\$23.00		-16903.3%	98.7%	No	EE OK/ QTY OK
6231850	6778.000	LINFT	4-INCH MULTIDUCT CONDUIT	\$60.00	\$43.80	\$44.00		-27805.1%	73.0%	Yes	EE High, could have been \$45/ QTY OK
6231970	16194.000	LINFT	NO. 4 CONDUCTOR	\$3.20	\$2.40	\$2.25		15517.1%	75.0%	No	
6240140	80.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$977.00	\$1,500.00	\$1,400.00	, , ,	4711.6%	153.5%	Yes	EE OK/ QTY OK
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$283,000.00	\$300,000.00	\$300,000.00		N/A	106.0%	No	EE OK/ QTY OK
6270190	3064.790	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL	\$92.00	\$135.00	\$135.00		N/A	146.7%	No	EE OK/ QTY OK
0210100	0004.790		SUPPORTS)	ψ92.00	φ100.00	φ100.00			140.770		
6280120	1.000	LS	MOBILIZATION	\$982.174.35	\$1,010,928.48	\$1,206,405.07	N/A	N/A	102.9%	No	Fixed Percentage 10%
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$112,655.00	\$20,000.00	\$25,000.00		-7538.5%	17.8%	Yes	EE OK/ QTY OK
6460180	2796.000	SQYD		\$80.00	\$85.00	\$85.00		N/A	106.3%	No	EE OK/ QTY OK
			eam has reviewed and checked the engineer's estimate and guantitie	1.1.1.1	1	1					

Additional Comments: The Bid Review Analysis Team has reviewed and checked the engineer's estimate and quantities; no errors were identified. All other prices and quantities have been verified. BRAT Recommends to Award

Purpose and Need of Project: The project is located on US 395 north of Reno from Cold Springs Interchange north to the California State Line. US 395 will be milled and overlayed with dense graded plantmix and open graded plantmix. We will also be repaving the ramps and control of access at White Lake and Village (Bordertown) Interchanges. Existing signage will be updated. Lighting will be upgraded and added at the truck inspection areas and at intersections throughout the project limits. Pedestrian access will be evaluated and improved across the Village Interchange overpass.

Attachment D





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

MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors
FROM:	Tracy Larkin Thomason, P.E., Director
SUBJECT:	August 14, 2023 Transportation Board of Directors Meeting
ITEM #7:	Agreement 063-23-016, with GRAYMAR ENVIRONMENTAL SERVICES, INC., to provide emergency response hazmat cleanup services, statewide, Nevada. – For possible action

Agreement No.:	063-23-016	Amendment No.:	00
Contractor:	GrayMar Environmental Services, Inc.	Federal:	No
Original Amount:	\$4,000,000.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$4,000,000.00	Receivable Amount:	\$0.00
Start Date:	8/14/2023	End Date:	12/31/2025
Division:	Traffic Operations	Division Head:	Rod Schilling

Summary:

GrayMar Environmental Services, Inc., agrees to provide on-call services for contamination assessment and remediation services in response to hazardous spills or illicit material releases, any type of contaminant directly effecting a water way, illegal dumping, or any related environmental concerns within or adjacent to the Department's interstate, federal and state highway systems, statewide, Nevada. NV B/L# NVD20191139731-R. Proposers: GrayMar Environmental Services, Inc., Clean Harbors Environmental.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Approve Agreement 063-23-016, with GRAYMAR ENVIRONMENTAL SERVICES, INC., to provide emergency response hazmat cleanup services in the amount of \$4,000,000.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM

July 11, 2023

TO: Jenica Keller, P.E., Assistant Director

FROM:	Rod Schilling, P.E., P.T.O.E., Chief Traffic Ops Engineer
On Behalf of:	Sonia Jacinto Acosta, Project Manager

SUBJECT: Negotiation Summary for RFP 063-23-016 Nevada Emergency Response Hazmat Program

A negotiation meeting was held virtually on July 6th, 2023, with John Holmes, Kevin Anderson, Steve Sitton, and Corey Harbart of GrayMar Environmental Services (SERVICE PROVIDER) and Seth Daniels, Juan Hernandez, Jordan James, and Sonia Jacinto Acosta of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The Scope of Services includes on-call services, statewide, for contamination assessment and remediation services in response to hazardous spills or illicit material releases, any type of contaminant directly effecting a water way, illegal dumping, or any related environmental concerns within or adjacent to the DEPARTMENT's Interstate, Federal and State Highway Systems. The DEPARTMENT does not have the manpower and expertise to properly assess, contain, dispose, and report hazardous materials in accordance with all applicable local, state, and federal laws, rules, and regulations. By having the Nevada Emergency Response Hazmat Program in-place, this will result in expedited incident clearance times, reduced travel delay, improved safety, and spill sites will be restored to pre-existing conditions in accordance with all applicable local, state, and federal laws, rules, and regulations.

The DBE goal for this agreement has been established at zero percent (0%).

The duration of this Agreement will be for 4 years.

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

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

The negotiations yielded the following:

- 1. Removed surcharge fees for pay rates including overtime, premium time (i.e. holidays & weekends), and meal breaks.
- 2. Reduced the minimum call out charge time from 4 hours per person to 3 hours per person.
- 3. Implemented per diem/lodging requirements in accordance with U.S. General Services Administration (GSA) rates.
- 4. Modified the type of consumables that can be charged to the project (ex. one-time use consumables can be charged to the project, but consumables that can be repeatedly used such as certain types of personal protective equipment (PPE) cannot be charged to the project).
- 5. Removed incidental fees for equipment decontamination, restocking, and repair.

- 6. Reduced miscellaneous fees for contracting outside services (such as a Certified Environmental Manager (CEM) and Temporary Traffic Control) from 25% to 15%.
- 7. Reduced the Environmental/Energy Recovery Fees from 18% to 0%.

The contract has a budget of \$4,000,000.00 and will utilize the specific rates of compensation method for each labor classification, which will include complete compensation for direct and indirect costs, overhead expenses, and fixed fee. The DEPARTMENT shall guarantee payment for services inside DEPARTMENT right-of-way in the event the responsible party is not identified OR in the event the responsible party is identified and the SERVICE PROVIDER has not been successful in collecting cleanup costs (pending DEPARTMENT approval of the SERVICE PROVIDER's reasonable effort documentation).

SERVICE PROVIDER's Transportation Board representative(s):

- Steve Sitton
- ssitton@graymarenv.com
- 775-225-4559

Reviewed and Approved:

-DocuSigned by:

Jenica Keller

Assistant Director

SCOPE OF SERVICES

1.0 INTRODUCTION

The DEPARTMENT desires a SERVICE PROVIDER on an as-needed basis, statewide, for contamination assessment and remediation services in response to hazardous or illicit material spills, illegal dumping incidents, or any related environmental concerns within or adjacent to existing right of way of the DEPARTMENT's Interstate, Federal and State Highway Systems. The primary purpose of this service is to clear spills/contaminates from the roadway as quickly as possible, thus allowing unimpeded and continued traffic flow. The required response services will vary and may include but not necessarily be limited to emergency situations involving fuel spills and the mitigation of contaminants, which the DEPARTMENT does not have resources to perform. Specifically, this includes responding to emergency and non-emergency incidents and regular service-type calls, at the request and direction of the DEPARTMENT, for the cleanup, necessary waste characterization, preparation and packaging on location, removal, shipping and disposal of hazardous materials in compliance with all existing regulations of the United States including, but not limited to, compliance to all current Occupational Safety and Hazardous Waste Regulations in 40 CFR 260 et seg.; the Department of Transportation Regulations in 49 CFR 171 et seq.; and laws and regulations of any state, county, township, or municipal subdivision thereof or other governmental agency which may be applicable to the cleanup, classification, packaging, removal, transportation, storage, and disposal of the waste. The SERVICE PROVIDER shall provide all labor and materials and obtain all permits, licenses, and other forms of documentation required to comply with the above laws and regulations.

2.0 **DEFINITIONS**

Hazardous material (hazmats) are solids, liquids, or gases that can cause health or physical harm to people, other living organisms, or the environment when released, intentionally or otherwise. Hazmats can be found in many forms such as petroleum-related materials, bulk chemicals, manufacturing materials, septic waste, or everyday common products that are spilled or released in bulk quantities.

Illicit materials are substances that are discharged or have the potential to discharge into a receiving waterway or storm sewer system that is not comprised entirely of storm water runoff.

Responsible Party (RP) is the owner of the vehicle, cargo, or property which caused the hazmat spill or illicit material release regardless of the party at fault for the incident.

Reportable releases are: a) any substance in any material form (e.g. gas, liquid or solid) that cannot be positively identified; or b) any petroleum product (e.g., diesel, gasoline, hydraulic fluid) released in quantities greater than 25 gallons or whose release impacts more than 3 cubic yards of soil/material; or c) illicit material releases regardless of any quantity, hazmat spills regardless of any quantity that affects a waterway, and reportable quantities of any hazmat as defined by table 302.4 in 40 CFR 302.4

3.0 GENERAL REQUIREMENTS

3.1 Project Management

The SERVICE PROVIDER shall assign one project manager who will serve as the single point of contact to the DEPARTMENT for the life of the contract.

3.2 Project Coordination Meetings

The SERVICE PROVIDER will coordinate and facilitate monthly project meetings (virtual) at times to be determined by the DEPARTMENT. Each meeting will consist of the project status, schedule review, and discussion of incident response cleanup. The SERVICE PROVIDER will prepare and distribute both meeting agendas and meeting minutes for each meeting. The purpose of the meetings will be to review on-going scope/budget/timeline efforts, identify and discuss key issues, and confirm clean-up incident progress and action items.

3.3 Project Meeting Minutes

Following each meeting the SERVICE PROVIDER shall provide meeting minutes within ten (10) business days of the meeting date to the DEPARTMENT. Action items will provide the necessary information for follow up.

3.4 Traffic Incident Management (TIM) Meeting

The SERVICE PROVIDER shall have a representative attend all Nevada Traffic Incident Management meetings in-person (12 total meetings annually) for the Reno-Sparks and Las Vegas metropolitan areas. When able to, the SERVICE PROVIDER should have a representative attend the Nevada Traffic Incident Management meetings in-person (8 total meetings annually) for the Ely, Tonopah, Winnemucca, and Elko areas. The DEPARTMENT may occasionally request one (1) month in advance for the SERVICE PROVIDER to provide incident response debrief presentations during the meetings for the benefit of the TIM Coalition. The SERVICE PROVIDER will not be required to submit meeting minutes for these meetings.

3.5 Project Performance Measure Report

The SERVICE PROVIDER shall develop monthly electronic performance reports summarizing all incident response activations and cumulative totals for each state fiscal year (July 1st-June 30^h). The SERVICE PROVIDER shall submit the reports to the DEPARTMENT within ten (10) working days of every month. Each incident response line item shall include, but not be limited to the following information:

- 1. Date and time
- 2. Response time
- 3. Cleanup time
- 4. Mile post and direction
- 5. Type and incident description
- 6. NDEP Spill Report Number (if applicable)
- 7. Responsible Party information (if applicable)
- 8. Invoice Number and Associated Cost
- 9. Percentage of work completed
- 10. Explain any variations in the incident clean-up schedule and explain any technical, management, or coordination problems that have arisen along with the proposed resolution

3.6 **Project Invoices**

The SERVICE PROVIDER will be required to restore the incident location to pre-existing conditions in accordance with all applicable local, state and federal laws, rules, and regulations. The DEPARTMENT will guarantee payment for the initial emergency response cleanup of hazardous or illicit materials from the roadway to expedite the incident clearance time, minimize traffic congestion, and reduce the probability of secondary incidents. When subsequent remedial cleanup services are necessary, the SERVICE PROVIDER will be responsible to negotiate payment through the Responsible Party (RP) or its insurance provider for the subsequent remedial cleanup costs that are necessary to restore the incident location to pre-existing

conditions. If after ninety (90) days of completing the work of restoring the incident location to preexisting conditions, the SERVICE PROVIDER has not been successful in collecting cleanup costs from the RP, then the DEPARTMENT will pay for the work performed pending DEPARTMENT approval of the SERVICE PROVIDER's reasonable effort documentation and invoice submittal in accordance with the AGREEMENT. In the event there is no evident RP, the DEPARTMENT will pay for the entire work performed in accordance with the AGREEMENT. NOTE: The SERVICE PROVIDER must be activated by the DEPARTMENT to be eligible for payment.

The SERVICE PROVIDER shall submit invoices electronically in the DEPARTMENT's letterhead, which will be provided by the DEPARTMENT along will complete backup documentation for the work performed. If the DEPARTMENT deems the backup documentation to be unacceptable (ex. not legible or incomplete), the DEPARTMENT will withhold payment until proper documentation is received from the SERVICE PROVIDER. The SERVICE PROVIDER invoice will, at a minimum, consists of:

- 1. Cover letter in the DEPARTMENT's letterhead
- 2. Before and after pictures of the incident cleanup
- 3. A post-cleanup report, which details the actions taken by the SERVICE PROVIDER, details the effects of any chemical contamination or exposure, outlines the packaging/clean-up steps taken, includes originals or copies of shipping manifests and originals or copies of dump-site receivables. If appropriate, originals or copies of proof of destruction or recycling of the materials shall also be included.

When reasonable effort documentation is necessary, the SERVICE PROVIDER must provide the following documentation to the DEPARTMENT:

- 1. A cover letter summarizing why the SERVICE PROVIDER was not successful in collecting cleanup costs from the RP.
- 2. Electronic copies of the three (3) attempts made to contact the SPILLER and their insurance (if available) via certified mail. The SERVICE PROVIDER must issue a letter to the SPILLER on each of the three (3) attempts stating the date, location, and charges associated with the Hazmat cleanup as well as the legal obligation for the SPILLER to pay those charges by siting NRS 484B.443 Subsection 2. The letters must be mailed at least two (2) weeks apart from one another. The letter must also include the SERVICE PROVIDER's contact information. The contact listed must be a member of the SERVICE PROVIDER branch requesting reimbursement.

4.0 REQUIRED REMEDIATION SERVICES

The SERVICE PROVIDER will provide any of the following work elements when required by the DEPARTMENT.

4.1 Be available twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year to provide adequate incident response.

When directed by the DEPARTMENT either orally or in writing, the SERVICE PROVIDER must respond to an urban emergency request immediately and have personnel at the specified location within one (1) hour to assess the conditions and begin performing an initial environmental spill cleanup. Within two (2) hours of notification by the DEPARTMENT for an urban locale, the SERVICE PROVIDER shall have the necessary equipment and personnel on site to begin the requested initial assessment, "source removal" or remediation. Emergencies may require a faster response time to abate hazards to the public.

When directed by the DEPARTMENT either orally or in writing, the SERVICE PROVIDER must respond to a rural emergency request immediately and have personnel at the specified location within four (4) hours to assess the conditions and begin performing an initial environmental spill cleanup. Within eight (8) hours of notification by the DEPARTMENT for a rural locale, the SERVICE PROVIDER shall have the necessary equipment and personnel on site to begin the requested initial assessment, "source removal" or remediation.

4.2 Monitor, sample, analyze, neutralize, decontaminate or cleanup and document any spill, leak, release, or condition upon request by the DEPARTMENT.

4.3 Excavate, transport and dispose of any hazardous or non-hazardous material in accordance with all local, state and federal ordinances, rules, regulations and laws.

4.4 Restore the incident site to pre-contaminated conditions in compliance with the most current version of the DEPARTMENT's Standard Specifications for Road and Bridge Construction and the DEPARTMENT's Standard Plans for Road and Bridge Construction. NOTE: The most current versions can be found on the DEPARTMENT'S website.

4.5 Perform Source Removals (and associated reporting), Site Assessments, and develop and implement Remedial Action Plans (RAPs) as applicable for petroleum-contaminated sites and for sites contaminated with hazardous waste. The RAPs shall include the requisite methods to manage and dispose of the spilled or released material and shall also include methods used to prevent spills from spreading or seeping further during inclement weather and storm events.

4.5 Provide traffic control for all cleanup incidents requiring the deviation of vehicular traffic, which conforms to the requirements of the most current version of the Manual on Uniform Traffic Control Devices, the DEPARTMENT's Standard Specifications for Road and Bridge Construction, and the DEPARTMENT's Standard Plans for Road and Bridge Construction. NOTE: If traffic control is already stablished by the time the SERVICE PROVIDER arrives to the incident, the traffic control may be relinquished to the SERVICE PROVIDER upon the SERVICE PROVIDER's arrival to the cleanup scene. In addition, the SERVICE PROVIDER's traffic control will remain in effect for the duration of the cleanup.

5.0 SUBCONTRACTOR REQUIREMENTS

The SERVICE PROVIDER may utilize its own personnel, subconsultants or subcontractors to complete required work. SERVICE PROVIDER personnel, subconsultant(s) or subcontractor(s) designated to complete the required work shall possess a working knowledge of the most current version of the Manual on Uniform Traffic Control Devices (if applicable), the DEPARTMENT's Standard Specifications for Road and Bridge Construction, the DEPARTMENT's Standard Plans for Road and Bridge Construction, and any amendments thereto and a demonstrated record of successfully completed construction work of similar type(s) and description(s). The SERVICE PROVIDER's subconsultant(s)/subcontractor(s) shall have all appropriate permits, insurance and liability insurance for services provided. However, the DEPARTMENT will not be a third party to a subcontractor's agreement with the SERVICE PROVIDER. Therefore, the SERVICE PROVIDER will be solely responsible for payment to all subconsultant(s)/subcontractor(s), as well as ensuring that the subconsultant/subcontractor meets all requirements specified above.

6.0 REPORTING REQUIREMENTS

The SERVICE PROVIDER shall, be able to conduct the following:

6.1 Conduct Source Removals and develop Source Removal Reports and prepare the associated report (SAR); be prepared to discuss and defend each element with the DEPARTMENT and any other interested party, at the direction of the DEPARTMENT.

6.2 Maintain, furnish, discuss, and defend all records and reports covering each task assignment as required by the DEPARTMENT and relevant regulatory authority. The records and reports shall be of the type and form acceptable to the DEPARTMENT and relevant regulatory authority.

6.3 Have releases of reportable quantities of regulated materials reviewed by a Nevada Certified Environmental Manager (CEM); and if appropriate, the SERVICE PROVIDER'S CEM shall file the Nevada Department of Environmental Protection (NDEP) spill report with the appropriate regulatory authority within 24 hours. Subsequent remedial activities including the extent of cleanup are subject to approval from the DEPARTMENT and relevant regulatory authorities.

7.0 TECHNICAL SPECIFICATIONS

7.1 SAFETY

A. The SERVICE PROVIDER must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, the SERVICE PROVIDER's personnel and equipment shall comply with all safety requirements set forth in state, federal, and local laws and regulations and shall ensure that agents, employees, and subcontractors perform the work in a safe manner.

B. The SERVICE PROVIDER shall ensure that all personnel involved in handling and packaging hazardous waste be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first-aid procedures, spills, and proper documentation. Handling and personal protective equipment shall be provided by the SERVICE PROVIDER and be appropriate to ensure safe handling of the hazardous waste.

C. Because of the potential personnel exposure associated with the direct handling of this waste, the SERVICE PROVIDER must inform their employees of the potential health hazards associated with this work. The SERVICE PROVIDER must provide this type of information through hazard communication, hazardous waste operations, and emergency response training.

D. The SERVICE PROVIDER shall have a medical monitoring program in place to monitor the health of their employees who are exposed or potentially exposed to health hazards associated with this type of work.

F. The SERVICE PROVIDER shall train all field personnel in accordance with the four (4) hour SHRP2 Traffic Incident Management (TIM) training within six (6) months of the contract execution date. All field personnel will also be required to complete two (2) hour refresher courses annually. The SERVICE PROVIDER shall provide the DEPARTMENT with the TIM course completion certificates at the initial six-month phase and the subsequent annual phase.

7.2 CLEAN UP

The SERVICE PROVIDER shall provide necessary personnel and equipment to cleanup any spill, release, or site of an emergency and non-emergency on an "as needed" basis. All work must be done in accordance with applicable laws and regulations.

7.3 PACKAGING

A. The SERVICE PROVIDER shall properly determine the chemical characteristics of unknown wastes whenever there is a reasonable doubt as to the contents in containers, a spill or release, i.e., illegible, missing or apparently incorrect labels or lack of material safety data sheets in the case of trade names. The SERVICE PROVIDER shall provide and complete all necessary waste characterization forms.

B. The SERVICE PROVIDER shall provide necessary personnel and all required materials to package, mark, label, and load the waste for transport. All work must be done in accordance with applicable laws and regulations. In addition, packaging must meet the requirements of the disposal facility for the selected treatment or disposal method.

C. The SERVICE PROVIDER shall consolidate compatible wastes into the smallest possible containers and manage all empty containers generated.

D. The SERVICE PROVIDER shall select the most economical packaging method available. For example, if a waste can be unpacked at the disposal site rather than on location at a lower cost, then that method should be pursued.

7.4 REMOVAL

The SERVICE PROVIDER shall package and remove waste or the cleanup of any spill. The SERVICE PROVIDER will not be allowed to store waste on DEPARTMENT right-of-way other than during the initial containment proposes.

7.5 PICK UP

The SERVICE PROVIDER shall arrange for a certified hazardous materials carrier, if necessary, to pick up the wastes after packaging. When safe and practical, the pick up should be part of a scheduled pick up to ensure a cost-effective operation.

7.6 TRANSPORTATION

Carriers shall have required United States Environmental Protection Agency (EPA) and state (where applicable) registry for hazardous waste transport, and they shall also have certifiable records of good shipping practices, which may be checked through local DEPARTMENT of Transportation (DOT) authorities.

7.7 DISPOSAL

A. The SERVICE PROVIDER will select the best disposal method, including recycling, currently available, which fulfills the generator requirements under Section 3002(b) of the Resource Conservation and Recovery Act (RCRA). This selection requires the generator to select the method of treatment, storage, disposal or recycling currently available which minimizes present and future threat to human health and the environment.

B. The Treatment, Storage, and Disposal (TSD) facility must be fully permitted by the Environmental Protection Agency (EPA), and where appropriate, by the respective State and/or Local agencies and must be in total compliance with all applicable Federal, State, and Local hazardous waste regulation. All activities encompassed in the packaging, labeling, transportation, and disposal of the chemical wastes under this Scope of Services shall be accomplished in accordance with all Federal, State, and Local statutes, laws, rules, regulations, and ordinances. Failure to comply with any of the aforementioned statutes, laws, rules, regulations, and ordinances shall be the sole responsibility of the SERVICE PROVIDER and be cause for the cancellation of this work.

C. It is the SERVICE PROVIDER's responsibility to obtain all necessary documentation, including waste profiles from TSD facilities, the completed uniform hazardous waste manifest (to verify that the wastes were delivered to the approved TSD site and that the TSD site acknowledges receipt of the wastes). A certificate of destruction, treatment, recycling, or disposal must be obtained from the TSD Site; this is in addition to the completed uniform hazardous waste

manifest. The certificate must include the manifest or drum numbers and date of actual destruction; treatment, recycling, or disposal of said waste and be signed by a representative of the TSD site.

7.8 SITE INSPECTIONS

The SERVICE PROVIDER and any of their subcontractors are subject to announced or unannounced inspections of their operations, storage areas, and records by the DEPARTMENT to verify compliance with the Scope of Services. This does not relieve the SERVICE PROVIDER of the responsibility to ensure proper compliance by his own inspections or other means.

7.9 **RESPONSE TIME**

The SERVICE PROVIDER shall have the capability of responding 24-hours, 7-days a week. Response time shall be from time of notification to the SERVICE PROVIDER or their representative until time of arrival at the site of the incident, as specified. Urban Areas for the purposes of this contract include the following counties: Carson City, Clark, Washoe, Douglas, Lyon, and Storey. Rural Areas for the purposes of this contract include the following counties: Churchill, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Mineral, Nye, Pershing, and White Pine.

A. Emergency Incidents: Materials posing immediate threat to the public or the environment

Urban Areas: If service is requested, the response time for an On-Scene Coordinator from the SERVICE PROVIDER shall not exceed one (1) hour after call-out. In addition, the personnel and equipment that is necessary to begin clean-up operations, shall be on-scene within two (2) hours of call-out by the SERVICE PROVIDER's On-Scene Coordinator.

Rural Areas: If service is requested, the response time for an On-Scene Coordinator from the SERVICE PROVIDER shall not exceed four (4) hours after call-out. In addition, the personnel and equipment that is necessary to begin clean-up operations, shall be on-scene within eight (8) hours of call-out by the SERVICE PROVIDER's On-Scene Coordinator.

B. Unsecured Non-Emergency Incidents - Materials posing a potential threat to the public or the environment in an open area

Urban Area: If service is requested, the response time to arrive on site shall not exceed two (2) hours after call-out.

Rural Area: If service is requested, the response time to arrive on site shall not exceed four (4) hours after call-out.

C. Secured Non-Emergency Incidents - Materials posing a potential threat to the public or the environment in a fenced or barricaded area

Urban Area: If service is requested, the response time to arrive on site shall not exceed two (2) days.

Rural Area: If service is requested, the response time to arrive on site shall not exceed three (3) days.

NOTE:

For Emergency Incidents - the SERVICE PROVDER will not be required to apply for a Temporary Occupancy Permit (TOP) prior to commencing work. However, subsequent remedial work (if applicable) will require a TOP.

For Non-Emergency Incidents - the SERVICE PROVDER will be required to apply for a TOP prior to commencing work.

The TOP application is available online at https://www.dot.nv.gov/doing-business/right-of-way/permits/temporary-occupancy-special-events.

7.10 QUALITY ASSURANCE

Final approval for acceptance of wastes is the responsibility of the waste disposal facility. Waste inventory sheets, prepared during packaging, will be attached to the generic waste data sheet, and will be reviewed by the disposal facility prior to dispatching for treatment or disposal. This technical review is an integral part of the SERVICE PROVIDER's quality control program, assuring safety in handling regulatory compliance. Certain materials will be handled on a case-by-case basis:

Unidentified Materials:

Unidentified wastes or materials shall be considered hazardous, with the potential of being ignitable, reactive, corrosive, toxic, or any combination of these characteristics. It is the responsibility of the SERVICE PROVIDER to employ field tests, field analysis or offsite laboratory analysis to the extent necessary for safe removal and transport. All wastes or materials must be identified or characterized by a Nevada certified lab prior to disposal and appropriately disposed as such.

Personal Protective Equipment:

All site work conducted as part of this Scope of Services shall be done in strict adherence to Occupational Safety and Health Administration (OSHA) standard 1910.120, as amended. Particular attention shall be paid to standard 1910.120 (b) 8(g) "Engineering controls, work practices, and personal protective equipment for employee protection". In addition, Appendixes A and B to 1910.120 shall be the standard by which all levels of protection are defined and chosen, and such equipment is maintained.



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

MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors	
FROM:	Tracy Larkin Thomason, P.E., Director	
SUBJECT:	August 14, 2023 Transportation Board of Directors Meeting	
ITEM # 8:	Agreement 104-23-015, with PARAMETRIX, INC., to provide environmental and engineering services for the I-80 Verdi Bridge Replacements Project, Washoe County, Nevada. – For possible action	

Agreement No.:	104-23-015	Amendment No.:	00
Contractor:	Parametrix, Inc.	Federal:	No
Original Amount:	\$3,419,403.75	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$3,419,403.75	Receivable Amount:	\$0.00
Start Date:	8/14/2023	End Date:	10/31/2025
Division:	Project Management	Division Head:	Nick Johnson

Summary:

Parametrix, Inc., is responsible for providing environmental and engineering services to advance the goal of successfully replacing the Verdi Bridges. The effort will develop design alternatives and solutions culminating with an alternative analysis to identify the preferred structure types, staging, and associated highway configuration. Subsequent preliminary plans (30% design level) will be prepared to remove and replace each of the identified eight (8) bridges on Interstate I-80. This effort will also complete National Environmental Policy Act (NEPA) environmental clearance, which is assumed to be a categorical exclusion with a full range of supporting technical studies, Washoe County, Nevada. NV B/L#: NVF20111241070-R Proposers: HDR Engineering, Inc., Parametrix, Inc.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

MEMORANDUM Department of Transportation Board of Directors August 2, 2023 Page **2** of **2**

Recommendation for Board Action:

Approve Agreement 104-23-015, with PARAMETRIX, INC., to provide environmental and engineering services for the I-80 Verdi Bridge Replacements Project in the amount of \$3,419,403.75.

Prepared by:

Administrative Services Division



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

MEMORANDUM

July 6, 2023

TO: Sajid Sulahria, Deputy Director Project Delivery

FROM: Chris Kuhn, Project Manager

SUBJECT: Negotiation Summary for RFP 104-23-015 Environmental and Engineering Services for the I-80 Verdi – Bridge Replacements Project

A negotiation meeting was held at NDOT Headquarters in Carson City, NV on June 26, 2023 with Jeff Hale and Nathan Johnson of Parametrix and Chris Kuhn of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The duration of this agreement will be for two years, ending on October 31, 2025.

The budgeted amount of this Agreement is comprised of 100% 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
8/16/2023	Notice to Proceed
2/16/2024	Field Data and Preliminary Engineering Studies
5/31/2024	Final Structure Analysis Report
10/4/2024	Environmental Technical Studies
4/25/2025	30% Plans and Type Selection Report

Key personnel dedicated to this project are as follows:

Name	Title		Estimated Number of Hours
Jeff Hale	Project Manager		626
Nathan Johnson	Deputy Project Manager		768
Amy Cummings	Public Outreach Lead		80
Jackie Kuechenmeister	NEPA Lead		402
		Total Hours:	1876

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.	
Horrecha	Novada Statowida Dublia Imushiam sut	D211 10 002	
Horrocks	Nevada Statewide Public Involvement	P311-18-002	
	I-15 South Phase 2	P375-20-015	
	I-80 West Reno	P628-22-015	
	I-80 Sound Wall Design	P433-20-011	
	NDOT I-515 Wyoming to Sunset	P377-22-040	
	West Main Street Fernley	P084-20-030	
	NDOT Betterment Projects	P568-21-050	
	SR 147 - Lake Mead Blvd	P375-20-015	
	US395 SUE	P594-21-030	
	NDOT US395 Design Checks	P433-20-011	
Nichols Consulting Engineers	On-Call Archaeological Services	P504-20-013	
TY Lin	None		
Atkins	Landscape architect services for (CC-215 and US-95)	P085-11-015	
	Resident Engineer Academy	P373-15-040	
	I-15 North Phase 4: I-15/CC 215 System to System Interchange	P109-17-015	
	I-15 North Phase 3: I-15 North from Speedway to Garnet	P304-18-015	
	Traffic Operations Consultant Design Services	P660-18-016	
	Safety Management Plan Statewide	P778-19-816	
	On-Call (Indefinite Delivery/Indefinite Quantity) Design Related Engineering Services	P372-20-015	
	Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD)	P283-21-015	
	Professional Services for Traffic Operations	P251-21-016	
	Resiliency Plan Development	P102-21-018	
	On-Call Planning Consultant Services	P455-21-802	
	Right-of-Way On-Call Support Services	P326-22-030	
	Local Road Safety Plans (LRSP) Statewide	P112-22-816	
	On-Call IDIQ For Design Services	P667-22-015	
	On-Call Structural Design Services	P-158-23-011	
	Traffic Operations Staff Augmentation	P-197-23-016	
Kleinfelder	Presence/Absence Surveys for the Carson Wandering Skipper at White Lake, Washoe County Nevada	P083-22-013	
Avenue	NDOT Program Management for Maintenance and Operations	P581-20-015	

The DEPARTMENT's original estimate was \$4,000,000.00 (20,101 man-hours of work by the SERVICE PROVIDER), overhead rate of 168%, a 9.5% fee, and direct expenses at \$35,620.

The SERVICE PROVIDER's original estimate was \$4,840,746.18, (21,723 man-hours of work by the SERVICE PROVIDER), overhead rate of 172.44%, a 12% fee, and direct expenses at \$1,967,954.44 (including sub-consultant expenses).

The overhead rate of 172.45% was provided by the Internal Audit Division.

The negotiations yielded the following:

- 1. Based upon the direct labor costs and an overhead rate of 172.44%, the overhead amount will be \$1,063,943.00.
- 2. A fee of 9.5% was agreed to by both parties and will be \$159,699.00 for this agreement based upon direct labor costs and an overhead rate of 172.44%.
- 3. The direct expenses agreed to total \$1,578,089.75 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 15,439.
- 5. The total negotiated cost for this Agreement is \$3,419,403.75.

SERVICE PROVIDER's Transportation Board representative(s):

- Jeff Hale
- JHale@parametrix.com
- 725-334-3167

Reviewed and Approved:

DocuSigned by: Sajid Sulahria

07/06/2023

Deputy Director, Project Delivery

Attachment B

Environmental and Engineering Services for the I-80 Verdi – Bridge Replacements Project NDOT Project Number 74499

SCOPE OF SERVICES

July, 2023

Prepared for:



Nevada Department of Transportation

Prepared by:



376 E Warm Springs Rd. Suite #220 Las Vegas, NV 89119

Table of Contents

General1
Background1
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NDOT Environmental and Engineering Services for the I-80 Verdi – Bridge Replacements Project Scope of Services

General

Background

Interstate 80 (I-80) is a major east-west freeway traversing through northern Nevada and is the major transportation connection between Sacramento, the Bay Area, and the Truckee Meadows. As part of Nevada Department of Transportation's (NDOT) bridge maintenance program, 8 mainline I-80 bridges in the west Reno and Verdi area have been identified as priority candidates for replacement. These bridges include I-773 E/W, G-772 E/W, G-765 E/W and B-764 E/W and will be referred to herein as the Verdi Bridges. The bridges cross the third street on-ramp, Truckee River, UPRR, and Truckee Meadows Water Authority (TMWA) facilities.

Objective

The scope of work identified for the Project intends to advance the goal of successfully replacing the Verdi Bridges. The effort will develop design alternatives and solutions culminating with an alternatives analysis to identify the preferred structure types, staging, and associated highway configuration. Subsequent preliminary plans (30% Design Level) will be prepared to remove and replace each of the identified 8 bridges on I-80. This effort will also complete NEPA environmental clearance, which is assumed to be a Categorical Exclusion with a full range of supporting technical studies.

NDOT has identified the following goals to achieve for this Project:

- Perform the studies, documentation, and outreach necessary to meet the NEPA requirements and develop the Project design and complete the environmental permitting in a manner that will ensure timely Project delivery.
- Identify potential constructability issues and challenges and implement Project strategies to minimize impacts to the environment, residents, and the travelling public.

Under this scope of services, the SERVICE PROVIDER will perform the following:

- Develop replacement alternatives and analysis to identify the preferred alternative
- Perform the necessary studies, documentation, and outreach to meet NEPA requirements and support a NEPA Categorical Exclusion
- Complete geotechnical investigations
- Develop Preliminary (30%) design including structure type selection
- Provide program support including cost/risk management and Project Delivery Selection Approach

Task 1 – Project Management

The SERVICE PROVIDER will provide a Project Manager, Deputy Project Manager and Task Leads to manage and guide the Project. These key staff will prepare for and attend monthly Project meetings, stakeholder and public outreach meetings, and perform monthly management activities to ensure Project success.

1.1 - Monthly Invoicing and Progress Report

The SERVICE PROVIDER will prepare for submittal to the DEPARTMENT's Project Manager a monthly invoice for review and approval and will include the monthly progress report detailing the status of the Project. The progress report will be an overall progress summary of activities completed to date concerning scope, schedule, and budget. The Progress Report will also contain tasks performed during the month and include objectives for the next month of work. The SERVICE PROVIDER will note any changes or conflicts in scheduling, scope, or budget in the Report and any outstanding data needs/requests between the DEPARTMENT task leads and the SERVICE PROVIDER.

Deliverables:

• Monthly Project invoices and progress reports

1.2 - Project Meetings

The SERVICE PROVIDER shall organize, participate in, and prepare agendas and meeting minutes for Project meetings. Meeting minutes shall be prepared in draft form within two business days following the meeting and distributed to the meeting participants for review and comment. Following a one-week review period (unless otherwise specified by the DEPARTMENT's Project Manager), the final version of the meeting minutes shall be distributed within two business days.

1.2.1 – Kickoff Meeting

The Project will be initiated with an in-person kick-off meeting attended by the key SERVICE PROVIDER and NDOT members within ten (10) days of the issuance of Notice to Proceed. This meeting will be conducted to discuss Project management activities including the scope, schedule, and budget. In addition, a high-level discussion will be shared regarding NDOT's expectations, Project goals, timeline, deliverables, key stakeholders, establishing Project committees (Core Stakeholder Group, etc.) and communication protocols.

1.2.3 – Project Team Meetings

The SERVICE PROVIDER will conduct monthly Project Review Meetings with NDOT and SERVICE PROVIDER staff. The SERVICE PROVIDER will report to NDOT on Project issues, tasks, deliverables, work products, budget, schedule, and any other items requiring reporting or attention by SERVICE PROVIDER and their team. The SERVICE PROVIDER will be responsible for organizing and attending the meetings, providing meeting minutes, and maintaining an action item log for the Project.

1.2.4 - Milestone Meetings

The SERVICE PROVIDER shall attend Milestone Plan Review Meetings to review and/or respond to comments made by the DEPARTMENT following completion of Project milestones. Meetings will be conducted in person in Carson City and/or through Microsoft Teams

1.3 - Project Management Plan (PMP)

Following the Project kick-off meeting, the SERVICE PROVIDER will work closely with the NDOT Project Manager to develop a Project Management Plan (PMP). The PMP will include a detailed Project Schedule, list and format of deliverables, Quality Management Plan, data needs, team members, and contact information. It will also outline communication protocols for the Project team, as well as the protocols for exchanging data, and communicating concerns or questions between the SERVICE PROVIDER team and NDOT.

Deliverables:

Final PMP

1.4 - Project Schedule and Controls

The SERVICE PROVIDER will create, monitor, and update the Project Schedule as part of the Monthly Progress Report process. The schedule will be updated monthly or at any major schedule change.

The following are the anticipated for major milestones for the **20-month timeframe** of the Project, subject to the development of the baseline Project Schedule:

Anticipated Notice to Proceed (NTP) – August 28, 2023

Phase / Deliverables	Duration (weeks)
Project Management Plan	
Project Schedule	NTP + 2 weeks
Kickoff Meeting	
Data Collection (existing data)	NTP + 8 weeks
Field Data and Preliminary Engineering Studies	NTP + 26 weeks
Geotechnical Borings and Report	NTP + 32 weeks
Final Alternatives Analysis Report	NTP + 42 weeks
Environmental Technical Studies	NTP + 60 weeks
Final Categorical Exclusion	NTP + 90 weeks
30% Roadway Plans and Type Selection	NTP + 90 weeks

The SERVICE PROVIDER will be responsible for updating and maintaining the Project Schedule as an exhibit for each Project review meeting. Should significant changes occur that may affect the Project milestones

or completion/submittal dates, the SERVICE PROVIDER shall promptly submit a revised Project Schedule with summary detailing:

- How the Project will be brought back on schedule, if feasible, or
- Propose change(s) in milestone and Project completion dates if approved target dates are no longer feasible
- Explanation of the change(s) in writing

The SERVICE PROVIDER will maintain and update the design schedule for each Progress Review Meeting every month.

Deliverables:

• Project WBS schedule and monthly updates

1.5 - 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 NDOT 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 NDOT Project Manager for review and approval within fifteen (15) business days following the Kickoff Meeting. At a minimum, the plan will address:

- Checking procedures, reviewed by the SERVICE PROVIDER's QC team members who are not directly involved with the deliverable
- 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 NDOT in conjunction with each submitted deliverable. The QC checking documentation will be signed by the SERVICE PROVIDER's Project Manager and QA Manager.

Deliverables:

- QA/QC Plan
- Written confirmation of internal checking and review attached to all documents released by the SERVICE PROVIDER

1.6 - Document and File Management

The SERVICE PROVIDER will provide a Project Administrator to prepare Project documentation and assist the Project Manager and task leads in completion of Project documentation activities. The purpose of this

task is to do begin an Administrative Record of Project decisions and agency communications, to sufficiently document the completion of Environmental Clearance and permitting.

The SERVICE PROVIDER shall maintain a DEPARTMENT approved Project specific file sharing website site (such as Microsoft Teams or ProjectWise) for the purpose of storing and transferring Project files throughout the life of the Project. The site will include, but not be limited to, all Project documentation and deliverables. The NDOT Project Manager and task leads shall have access to the files and may request access rights for other agency representatives, agents, employees, and officials involved with the Project. Provisions will also be made to archive this data.

- File management will continue for 24 months
- All working files will be updated at regular intervals
- MicroStation files will be posted in MicroStation V8i SS2 Edition
- Project Specific Microsoft Teams or ProjectWise Site
- Archive of electronic files
- Hard copy of Project files on a flash drive or external hard drive at Close out
- Regular Administrative document control filing

Assumptions:

• SERVICE PROVIDER will host the file sharing website

Deliverables:

• File sharing website dedicated for Project team data and deliverable management

Task 2 – Data Collection

2.1 – Data Collection

The SERVICE PROVIDER will collect relevant Project data. following Notice to Proceed. This data consists of the following, with more detail included in the following subtasks:

- Project as-builts from corridor projects previously completed
- Right-of-way verification documentation and CAD files if available
- Drainage Studies and reports from previous contracts in the Project area
- Maintenance and inspection reports as available within the Project limits
- Traffic data will be obtained from the TRINA website and NDOT Traffic Information
- Utility information provided by the Department
- Land use and socioeconomic data (City of Reno and Washoe County)
- Environmental resource data (NDOW, USFWS, NDEP and other environmental resource agencies
- Other GIS data, as requested and/or detailed in the follow subtasks
- Aerial topography and digital terrain mapping for the Project corridor provided by the Department and updated as needed by the SERVICE PROVIDER
- Record drainage studies from the DEPARTMENT and local entities

- Washoe County GIS datasets for hydrologic analysis
- 3-foot contours for offsite basin tributary areas (where available)
- Land Use Mapping
- NRCS soils survey data
- FEMA FIS Hydrologic and Hydraulic technical data used in floodplain mapping
- USGS gauge data for the Truckee River/other locations as applicable
- Water quality investigations and monitoring reports from the Department and other State and local agencies.
- Any other available relevant Project data/documents that NDOT deems necessary for the SERVICE PROVIDER to perform the work

2.2 – Right-of-Way and Utility Base Mapping

The SERVICE PROVIDER will create a right of way and utility base map in Microstation showing the limits of the DEPARTMENT right of way and existing utility locations. Existing utilities within the corridor have been provided but periodic updates will be requested by the SERVICE PROVIDER to ensure utility records are current. The SERVICE PROVIDER will create and maintain a utility conflict matrix.

Deliverables:

- Utility conflict matrix
- Microstation right of way and utility base file

2.3 – Geotechnical Background Data Review

The SERVICE PROVIDER will review and gather available geotechnical and geological data including information regarding geologic conditions, soils references, pertinent design criteria, as-built plans and develop preliminary estimates for site class and seismic design parameters using American Association of State Highway and Transportation Officials (AASHTO, 2019) 9th Edition LRFD Bridge Design Specifications and the 2008 NDOT Structures Manual.

2.4 – Aerial Mapping and Surveying

The DEPARTMENT has provided project control and topographic surveys including aerial and LiDAR mapping for the Project area. The SERVICE PROVIDER will update LiDAR mapping to support hydraulic and scour modeling and analysis.

Assumptions:

- The DEPARTMENT will provide the project mapping and control
- LiDAR to support flood and scour analysis will require updating

Deliverables:

• Digital terrain files

2.5 - Traffic Analysis

Traffic forecasts will be developed for year of construction end date (2030) following DEPARTMENT's Traffic Forecasting and Microsimulation Guidelines. The traffic forecasts will be based on the RTC Washoe County 2050 TransCAD model outputs and the 2050 Regional Transportation Plan (2050 RTP). Forecasts will be developed for one typical weekday AM and one PM peak hour. The scope of traffic forecasting and operations analysis shall include the following:

Traffic Forecasting Methodology and Assumptions Memorandum

The SERVICE PROVIDER will prepare a Traffic Forecasting Methodology and Assumptions Memorandum for review and approval by the DEPARTMENT. This document will summarize the data sources, proposed methodology, and the assumptions involved in the traffic forecasting process.

Deliverable:

• Traffic Forecasting Methodology and Assumptions Memorandum

Prepare Traffic Models

It is assumed that the project's construction completion is anticipated in year 2030. 2030 forecasts for the traffic analyses will be based on the adopted RTC Washoe 2050 TransCAD Model outputs. These forecasts will be used as the basis for the initial traffic assessment of operating conditions using HCS and following HCM methodologies for volume threshold per lane for the following lane configuration scenarios:

- One EB and one WB lane
- Two EB lanes and one WB lane
- One EB and one WB lane with third reversible
- Maintain two lanes of traffic each direction

Perform NCHRP Post-Processing

The TDM model daily output volumes will be post-processed using standard industry techniques based on the National Cooperative Highway Research Program (NCHRP) Report 765. These forecasts will be used to identify growth rates along the roadways within the study area. AM and PM peak hour volumes along the roadway network within the study area will be developed by applying growth rates to existing year traffic counts.

Develop Traffic Forecasts

AM and PM peak hour volume forecasts and matrices will be developed for the opening year 2030. 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
- 2030 HCS Analysis for lane configuration scenarios

Task 3 - Public Involvement and Stakeholder Outreach

3.1 – Public Outreach Plan

The SERVICE PROVIDER will author and keep up to date an overall outreach plan for the project covering the intended outreach modes, meeting(s), and approach to maintaining the project's required public involvement and information aspects. The plan will be submitted to the DEPARTMENT'S Public Involvement Specialist and PIO for review and acceptance. Upon acceptance, the SERVICE PROVIDER will maintain and update the plan as applicable throughout the project duration.

Upon completion of the project outreach aspects, the SERVICE PROVIDER will compile the full history of public outreach activities, including all planned meeting materials, stakeholder meeting notes, address lists, mailers, attendance records, public comment, etc. and assemble a project public outreach summary.

Deliverables:

• Public Outreach Plan

3.2 – Public Information Meeting

The SERVICE PROVIDER's public involvement team will manage one virtual public meeting. The team will oversee and coordinate all logistical elements of the meeting, develop a comprehensive public meeting plan, provide staffing, publicity, mailers, flyers, website and website notification, e-mail, and newspaper advertisements in coordination with the DEPARTMENT's Environmental Division and Public Information and Hearings offices. In addition to notifying residents and businesses within approximately 1-mile of the Project's R/W, 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 mailers will be sent to both the property owner and the tenant at the property within a minimum of a one-mile radius of the proposed project area.

The SERVICE PROVIDER will develop all meeting materials in coordination with the project team, including a presentation, all exhibits, and handouts. All meeting materials, presentations, exhibits and handouts will be translated and available in Spanish. The SERVICE PROVIDER will establish a stakeholder database, which will include local businesses, stakeholders, relevant politicians, and organizations and will be updated throughout the life of the project. The SERVICE PROVIDER will provide a Spanish translator and a court reporter. All materials as presented in the public meeting, including Spanish translations, 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 the meeting.

The SERVICE PROVIDER will be responsible for designing, scheduling, delivering, and paying for all required newspaper publications and media advertising for the project public hearing/meeting and website as well as assisting the DEPARTMENT's public hearings officer and the public information office

to disseminate meeting and project information to the media and the public. The SERVICE PROVIDER will also place meeting notices in area businesses, public places, and will disseminate meeting information to stakeholder groups as approved by the DEPARTMENT.

The public meeting materials will be available online for 30 days on the project website. The SERVICE PROVIDER will host, maintain, and update the project website, which will be used to host the virtual public meeting. The SERVICE PROVIDER will host and maintain a project email to be used for public comment.

Virtual meeting content will 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.

The planning process for the public meeting will begin approximately 10 weeks prior to the meeting. The SERVICE PROVIDER will conduct weekly public hearing coordination meetings with NDOT and SERVICE PROVIDER staff beginning no later than 10 weeks before the scheduled hearing date. These meetings will cover logistics, location, translators, advertising, presentations, and other items related to conducting a successful public hearing.

The anticipated meeting date is listed below.

Virtual Public Information Meeting Fall 2024 (at Draft CE)

Assumptions:

• All public outreach materials will have draft and final versions and will be reviewed and approved by the DEPARTMENT's Public Involvement Specialist prior to public release

Deliverables:

- Public meeting plan, publicity, mailers, flyers, website notification, e-mail, and newspaper advertisements, Spanish translations
- A virtual website and corresponding analytics

3.3 – Stakeholder Meetings

The SERVICE PROVIDER will proactively engage the public to set up stakeholder outreach meetings. These meetings will include adjacent projects such as the I-80 Bridge Replacement, business owners, community organizations, native tribes, public officials, agency officials, labor organizations, chambers of commerce, schools, first responders, and other affected members of the community. In addition to these, the SERVICE PROVIDER will respond to requests for meetings made through other venues such as public meeting comments or the project website.

The SERVICE PROVIDER will organize the meeting in coordination with the Project Manager, manage and supply meeting graphics, and document the meeting within 10 business days for the administrative record. Additionally, the SERVICE PROVIDER will prepare written comment responses when required within 20 business days.

The SERVICE PROVIDER will proactively develop and maintain an outreach contact list for mailing and emailing project stakeholders. The list will be reviewed and updated monthly at a minimum. It will contain mailing addresses as well as email addresses where provided. The SERVICE PROVIDER shall use the department's preferred medium and/or template to store the outreach contact list, correspond with the public and stakeholders and to track engagement.

Deliverables:

- Meeting agendas, minutes, and written comment responses
- Project email
- Stakeholder database

3.4 – Develop Public Outreach Materials

The SERVICE PROVIDER, in conjunction with NDOT, will develop collateral materials for the Project Website and for distribution as the Project progresses. These materials include, but are not limited to, handouts describing the Project, alternatives, and resources of concern; comment forms; and project flyer/newsletter. This will be a brief one-page summary of project information, meeting announcements, and status and will be updated 3 times during the Project and distributed via email.

The SERVICE PROVIDER, working closely with the NDOT Project Manager, will develop and host a Project website and prepare PowerPoint presentations for the public and stakeholder meetings.

The SERVICE PROVIDER will develop a project logo, which will be subject to departmental edits. This logo will be used on all public outreach materials.

Deliverables:

- PDF versions of collateral meeting materials, Power Point presentations
- Project logo

3.5 – Develop Visualizations of Proposed Alternatives

The SERVICE PROVIDER will develop photo simulations of the proposed improvements (up to a total of six (6) photo simulations) using drone footage and/or Google Earth and conceptual (2-dimensional) CAD linework as a base to provide a representative visual depiction of the proposed project alternatives. The simulations will be prepared after the development of the recommended alternative or alternatives. The 2-dimensional base photos will be enhanced to represent vertical elements and 3-dimensional perspectives more visually realistic. The simulations will be prepared to highlight various project alternative elements for communicating with the public. Elements of focus will include potential visual impacts and alternative comparisons. The level of detail will be conceptual, with minimal texture and shadow/lighting work.

The still renderings will be used to communicate the various improvement options in support of the public meeting.

Deliverables:

• Up to six (6) photo simulations and renderings

3.6 – Public Outreach Summary Report

The SERVICE PROVIDER will prepare a summary report of all stakeholder and public outreach efforts, building each chapter after each round of outreach and culminating in a comprehensive report at the conclusion of the project. This will be documented in a standalone report, as well as an inventory of meetings and public/stakeholder concerns documented in the report. The public information meeting will include a summary report to be included in the comprehensive report. The summary report will be delivered to the department no longer than 30 days after the public meeting.

Deliverables:

- Summary of Public Outreach Effort
- Public Meeting Summary reports
- Project website

Task 4 – UPRR Coordination

4.1 – UPRR Coordination

The SERVICE PROVIDER will support the DEPARTMENT'S assigned Railroad Coordinator/Lead with technical reviews, guidance in submitting to the UPRR portal, and consultation for NDOT to secure approval of UPRR's Preliminary Engineering (PE) agreement and eventual Construction and Maintenance (C&M) agreements.

The SERVICE PROVIDER will provide coordination with UPRR for a right-of-entry permit to cross and access the project area for geotechnical drilling exploration and biological and cultural resource surveys as needed. Additional coordination with UPRR will be provided around proposed structure and foundation type acceptable to UPRR and confirm/document UPRR requirements for work over their facility.

The SERVICE PROVIDER will support and assist NDOT's assigned Railroad Coordinator/Lead to coordinate with UPRR for next step design phase depending on delivery method and to obtain a Cooperative Agreement or Memorandum of Understanding between NDOT and UPRR for completion of the project.

Assumptions:

- DEPARTMENT to provide a Railroad Coordinator/Lead to lead all UPRR PE agreement efforts.
- SERVICE PROVIDER to assist and provide guidance in submitting all related submittals to the UPRR project portal, but DEPARTMENT's assigned Railroad Coordinator/Lead to complete all submittals.
- UPRR's Preliminary Engineering (PE) to be advanced during this phase, but this agreement may not be fully executed until subsequent phase.
- SERVICE PROVIDER to gather UPRR railroad requirements and specifications to support the drafting of Transportation Policy Section 17, and 19 for inclusion in the Reference Information Documents in a subsequent phase of delivery.

Deliverables:

• Right of entry permits

• Cooperative agreement/MOU

Task 5 – ALTERNATIVES DEVELOPMENT AND ANALYSIS

The SERVICE PROVIDER will support NDOT in the development of conceptual design and alternatives analysis for the proposed project. The Alternatives Analysis Report (AAR) will be developed in coordination with NDOT and integrated with stakeholder engagement. The AAR will serve to gain and reflect consensus on recommended phasing, structure types, and highway geometry to move forward preliminary engineering and NEPA clearance.

5.1 – Initial Basis and Corridor Screening Meeting

The SERVICE PROVIDER will meet with NDOT to confirm initial basis and serve as the first screening before conceptual development of alternatives. The primary focus will be concurrence to minimize number of cross-sectional staging options that will be further studied with respect to the individual structures and overall corridor. This screening will be documented in presentation format and confirmed with meeting minutes. It will serve as a starting point for with respect to general constraints, and staging configurations for further study. The content presented will include:

- A summary of the purpose for this project. It is our understanding that this will be to replace the existing structurally deficient and scour critical bridges and the project will not be capacity increasing.
- Parameters relative to maintenance of traffic. It is anticipated that the ideal scenario would be two lanes of traffic maintained in each direction during construction. However, one lane each direction with a potential third reversible lane may be acceptable.
- General preferences and geometry such as ultimate lane location/configuration, shoulder widths, lane widths, ability to widen in the future, under clearances, and substructure placement approach considering railroad ROW.
- Generalized corridor representative concepts for horizontal construction staging will be developed in the format of one representative typical section reflecting all four crossing locations with lane configurations, shoulder, and barriers illustrated for staged replacement. Up to 8 cross sections will be shared and qualitatively contrasted.

As a result of this meeting, it is anticipated that up to two generalized corridor staging alternatives will be selected by NDOT for conceptual development and a more detailed assessment of structures and the corridor in the form of an Engineering Alternatives Analysis (AA).

Potential alternatives may include two of the following:

 Temporary sliver widening of eastbound structures to accommodate three lanes. Shift all traffic to widened eastbound structures with two lanes and one reversible. Demolish and replace westbound bridges. Shift all traffic to new westbound bridges with two lanes and one reversible. Demolish and replace eastbound bridges.

- Partially demolish eastbound bridges and build one lane to the center. Shift all traffic to new single lane and partially demolished eastbound bridge with two lanes and one reversible. Demolish and complete westbound bridge. Shift all traffic to new westbound and partially built eastbound bridge. Complete construction of eastbound bridge.
- Partially demolish eastbound and westbound bridges. Build three lanes to the center and shift all traffic to new three lanes in the center with two lanes and one reversible. Demolish remaining structures and build remaining lanes.

5.2 – Conceptual Bridge Structure Development

The SERVICE PROVIDER will prepare an Advance Planning Study (APS) for each structure location. The purpose is to develop conceptual bridge structures for the corridor alternatives. The baseline structure type will be steel girder superstructure with deep foundations. Further structure type/refinement will occur in Task 8.

Consideration will be given to span lengths, structure depths, column locations, foundation types, seismic resistance, scour resistance, falsework needs, and construction clearances. Accelerated Bridge Construction methods will be considered for all concepts to reduce construction impact times and mitigate constraints. The team will focus to optimize interface with the river and rail environments, minimizing impacts to each and proactively identifying solutions that improve schedule, facilitate smooth reviews, and reduce project risks. Longer spans over the Truckee River are anticipated to minimize and/or eliminate substructure construction and superstructure erection within the river environment. Benefits to be explored include minimizing scour potential, streamlining permitting, reducing limiting construction windows, reducing inspection/maintenance challenges, etc. The following will be included within each APS:

- Memorandum summarizing the proposed alternatives including discussion of: existing structure and site; proposed structure type and geometry; substructure and column locations; foundation types; abutment type; staged construction; seismic resistance; scour resistance; falsework requirements; vertical clearances; horizontal clearances; environmental constraints and impacts; construction clearances; utilities; bridge rail type; temporary railing needs; location and slopes of cuts or fills; slope paving; approach retaining walls; bridge removal; approach slabs; and quiet pavement requirements.
- General Plan sheets with profile grade, elevation, plan, typical section, and staging typical sections in 11x17 format for final alternative.
- Planning level itemized bridge cost estimates based on major bid items for each concept

5.2.1 – Structure I-773 E/W and Roadway Lowering

The SERVICE PROVIDER will complete an APS effort for structures I-773E and I-773W. In addition, at this location concept roadway geometry and staging will be evaluated for a scenario to lower 3rd street to provide increased vertical clearance below the proposed replacement bridges. SERVICE PROVIDER will develop 10% preliminary/concept level exhibits to illustrate the roadway lowering, maintenance of traffic.

Within the APS, roadway lowering will be discussed, and an associated planning level estimate will be included.

5.2.2 – Structure G-772 E/W

The SERVICE PROVIDER will complete an APS effort for structures G-772E and G-772W. In addition to the baseline steel girder solution, a steel arch option will be investigated.

5.2.3 – Structure B-764 E/W

The SERVICE PROVIDER will complete an APS effort for structures B-764E and B-764W.

5.2.4 – Structure G-765 E/W

The SERVICE PROVIDER will complete an APS effort for structures B-765E and B-765W.

5.3 – Conceptual Highway Layout and Staging

The SERVICE PROVIDER will develop a conceptual roadway plan for each of the two staging alternatives identified as part of Section 5.1 showing horizontal alignments, edge of pavement and striping required to maintain corridor access and to meet minimum lane requirements. The purpose is to understand highway layout and staging that will be compared qualitatively and quantitatively in the context of the overall project within the AA.

The geometry for required construction stages and the final condition be advanced sufficiently to understand project footprint, cost, and schedule.

5.4 – Engineering Alternatives Analysis

The Engineering Alternatives Analysis (AA) task has the goal to detail benefits, impacts, constraints, and costs of conceptual corridor alternatives. This scope of work assumes alternatives developed in previous tasks include up to two corridor alignment and staging alternatives, with associated conceptual bridge structures.

5.4.1 – AA Concept Construction Schedule

SERVICE PROVIDER will complete a concept level corridor construction schedule for up to three corridor alternatives as outlined in the conceptual highway staging and design. The concept level schedule will consider seasonal restrictions and include consideration of concurrent work along the corridor. The schedule will be used to compare alternatives and support selection of a preferred alternative.

A more detailed schedule will be completed under a later task for the preferred alternative after its selection to support NEPA documentation, permit planning, and stakeholder interface.

5.4.2 – AA Quantity Calculations of Project Features

The SERVICE PROVIDER will develop a description of project quantities that will be the basis of the capital cost estimate. Quantities will be prepared for each of the two proposed conceptual highway designs with associated conceptual bridge structures. Structures quantities are developed within the structures subtask but will be included here for reference.

5.4.3 – AA Estimate of Probable Cost

The SERVICE PROVIDER will prepare an engineer's conceptual design estimate of probable construction cost for each of the two proposed conceptual highway designs with associated bridge structures. Structures costs will be included in this estimate as line items, referenced from the conceptual structure design effort. Costs will be based on recent NDOT projects, applicable other projects, and those generated by the SERVICE PROVIDER specialty estimator.

This order of magnitude cost estimate will support alternative selection with a focus on major bid items and project soft costs. Cost of all major components of the highway, structures, traffic handling, staging, utilities, landscaping, right-of-way, and access will be included.

5.4.4 – AA Environmental Evaluation Support

In support of the AA, SERVICE PROVIDER engineering and environmental technical staff will collaborate avoid and minimize impacts to sensitive areas and evaluate potential relative impacts between alternatives and construction staging scenarios. Data gathered and developed as part of the environmental technical studies will be used for this task. This effort will cover time to apply data for consideration and comparison of the alternatives with respect to the AA, and to provide information for the body of the AA relative to environmental evaluation.

5.4.5 – Draft Engineering Alternatives Analysis and Report

SERVICE PROVIDER will provide coordination, supervision, management, and analysis of the engineering alternatives. The general process, covered within this subtask will be:

- Summarize the alternatives generated under Conceptual Bridge Structure Development and Conceptual Highway Design.
- Develop alternatives screening/selection process. This will outline the process and the evaluation criteria as reviewed and established by the project development team including NDOT. Screening criteria such as cost, safety during construction, compatibility with future widening, impacts to traveling public, railroad impacts, environmental impacts, schedule, or other criteria as garnered through a consensus among project stakeholders. These factors will be compared to each other to determine relative importance.
- Alternatives analysis will be completed using qualitative and quantitative screening criteria with the goal to strike a balance between cost effectiveness, minimizing impacts to the traveling public, minimizing environmental impacts, and being readily permittable under the applicable regulatory framework. This analysis will identify the preferred alternative to be carried forward.
- The comprehensive draft AA will provide summary level information on the existing conditions, alternative development, screening process, and alternatives analysis. Supporting documentation such as preliminary geotechnical study, hydraulic study, conceptual designs, cost estimates, and schedules will be included as appendices within the AAR and summarized within the document.

5.4.6 – Final Engineering Alternatives Analysis Report

After NDOT review of the draft AA, SERVICE PROVIDER will conduct a comment/review meeting to discuss all the review comments developed by NDOT and the project development team. SERVICE PROVIDER will then prepare a final AA with the final recommendations that will lead into the 30% design and support the environmental clearance and future regulatory process.

Deliverables:

- Basis and Corridor Screening PowerPoint and Minutes
- Structure Advance Planning Studies
- 30% roll plot layout for each construction staging alternative including demolition limits and final roadway configuration
- AA Concept Construction Schedule
- AA Quantities and Probable Costs
- Engineering Alternatives Analysis Report (above deliverables as appendices)

Task 6 – NEPA Environmental Clearance

The anticipated level of environmental clearance for this project is Categorical Exclusion. The SERVICE PROVIDER will perform resource surveys and evaluations of the proposed project improvements and preliminary plans to inform the NEPA determination. The DEPARTMENT will prepare the CE determination in house, supported by the following technical studies provided by the SERVICE PROVIDER.

6.1 – Area of Potential Effect (APE)/USACE Jurisdictional Boundary

The SERVICE PROVIDER will create an APE for the proposed project improvements including construction staging and access. The APE will be provided to the DEPARTMENT for review and approval. The approved APE will be used as a basis for the subsequent NEPA survey and study area for the resource studies described below.

Prior to beginning any Geotechnical Boring activities, the SERVICE PROVIDER will conduct a field visit to identify and map the boundaries of the USACE jurisdictional waters of the United States at the locations of the proposed geotechnical borings. These boundaries will be mapped with a Trimble GPS hand-held unit. The GIS shapefiles will be provided to Parametrix along with an email summary of the findings.

Deliverables:

• Email summary of field findings and GIS shapefile(s) of potential USACE jurisdictional boundaries

6.2 – Base Map Development

The SERVICE PROVIDER will develop a GIS based base map capable of displaying and evaluating all items collected as part of Data Collection activities to prepare for meetings, design support, report content, and public outreach exhibits.

Deliverables:

• GIS compatible files with all associated data files

6.3 – Biological Resources

6.3.1 – Agency Data Request and Review

The SERVICE PROVIDER will identify potential impacts to and potential mitigation for endangered, threatened, or otherwise protected species or habitat for sensitive flora or fauna. Data will be requested from Nevada Department of Wildlife (NDOW), Nevada Division of Natural Heritage, Bureau of Land Management (BLM), US Fish and Wildlife Services (USFWS), U.S. Geological Survey (USGS), and NDOT. SERVICE PROVIDER will discuss results of the review with the agencies and NDOT to confirm potential presence and identify additional data needs and surveys to be conducted.

The SERVICE PROVIDER will review compiled information and identify areas for potential presence of and impacts to State or Federally protected species and associated habitat. A Study Area will be established, which would include the expected impact areas and appropriate buffer. The expected impact area includes a 400-foot-wide corridor encompassing each of the four sets of bridges and adjacent staging areas. A buffer of an additional 100 feet on each side of the affected area would also be evaluated.

6.3.2 – Site Visit and Field Surveys

The SERVICE PROVIDER will conduct a site visit to confirm the presence or absence of habitat for protected species in the area. In the event that protected species are likely to occur in the project area, the SERVICE PROVIDER will conduct field surveys to determine the potential presence or absence of the special status species in the affected area.

Before conducting Field Surveys, the SERVICE PROVIDER will coordinate with the Environmental and Engineering service staff to ensure all access to the project location and permits required for land access to project location have been gathered and ensure that the SERVICE PROVIDER will be guided by authorized personnel as required. Field Surveys will be conducted as needed to assess potential impacts to support the geotechnical boring permitting relative to Special Status Species and to develop the Biological Assessment of the proposed Verdi Bridges Project for potential impacts on Lahontan Cutthroat Trout and the Cui-ui fish.

6.3.3 – Summary Report and Special Status Species Memo

Data and other information collected from the resource agencies and during the site visit and field surveys will be compiled and summarized. Potential impacts on biological resources or protected species will be assessed and the potential significance of those impacts will be summarized. Issues, constraints, permitting requirements, and recommended approaches to avoid, minimize, or mitigate potential project-related resource issues or risks would be summarized. The SERVICE PROVIDER will compile this information into a Technical Summary Report (i.e., Biological Evaluation).

6.3.4 - Biological Assessment

• The SERVICE PROVIDER will prepare a Biological Assessment addressing potential impacts of the project for Lahontan cutthroat trout and Cui-ui fish species per Section 7 of the Endangered Species Act and Chapter 10 of the DEPARTMENT's Environmental Program Procedures Guide. The Biological Assessment will also address impacts of the project alternatives on wildlife connectivity. The SERVICE

PROVIDER will develop a preliminary draft Biological Assessment for review by DEPARTMENT and the FHWA. The SERVICE PROVIDER will address comments provided by NDOT and FHWA and develop a draft Biological Assessment for submittal to the USFWS to support Section 7 Consultation. Comments received from the USFWS will be addressed and the SERVICE PROVIDER will develop a final Biological Assessment.

 The SERVICE PROVIDER will support the DEPARTMENT in coordination and consultations with the USFWS and NDOW through participation in teleconferences and virtual meetings. Wildlife connectivity consultation with UFWS and NDOW will be addressed and documented in the Biological Assessment.

Assumptions:

- The project area and expected impact area buffer is no more than 200 feet from either side of the anticipated disturbance.
- Geotechnical boreholes will not be drilled within the riverbed.

6.4 – Cultural Resources (Section 106) Investigation

The SERVICE PROVIDER will review mitigation that may be required for any historical or cultural resources which could be impacted. The review will identify previously recorded archaeological sites and architectural resources and the extent of previously conducted cultural resources investigations in the Study Corridor.

The DEPARTMENT will determine the Archaeologic Area of Potential Effect (APE) at each location identified. The SERVICE PROVIDER will perform surveys, document findings, and submit to DEPARTMENT for review and determination of eligibility and finding of effect.

The draft APE map will be provided to the DEPARTMENT via email for review and approval. It is assumed two rounds of revision will be necessary to finalize the APE map. Once agreement is reached, the final APE map will be submitted to the DEPARTMENT via email for inclusion with the SHPO screening form. The SERVICE PROVIDER will assist the DEPARTMENT in the preparation of the SHPO form.

Before conducting field inventory activities, the SERVICE PROVIDER will coordinate with the DEPARMENT's cultural resources staff to ensure all archival material has been gathered. In-person visits to the Carson City NDOT office and the Bureau of Land Management (BLM) Sierra Front field office will be conducted to ensure archival research is as complete as possible. The results of the archival review will be provided in the subsequent Archaeological and Architectural Inventory Reports.

6.4.1 – Field Surveys

The SERVICE PROVIDER will provide Secretary of Interior qualified archaeologists and architectural historians to conduct fieldwork. Emphasis will be placed on the location and documentation of resources encountered. Resources will be documented on the appropriate forms, as specified by the DEPARTMENT. No artifacts will be collected, and no subsurface testing will be performed as part of the survey effort.

At the G-772 E/W and I0773 E/W area, seven architectural resources are anticipated, consisting of two historic-age roads, one historic-age railroad, and four historic-age water conveyance features. The four bridges on I-80 were previously recorded and determined to be exempt from further Section 106 work under the terms of the Historic Preservation Exemption for the Interstate Highway System of March 2005 (Historic Resources Inventory Forms S603, S604, S679, S680; NDOT Cultural Resources Handbook 2014: Section 14.a.2.c). Five archaeological sites are anticipated, comprising three non-complex sites, one moderately complex site, and one complex site, and representing a mixture of prehistoric and historic resources. Because of the riverside location and some areas of apparently undisturbed ground with sparse vegetation it is possible that prehistoric lithic scatters and other prehistoric site types may be identified. Anticipated historic age features include defunct water conveyance and railroad related features, building foundations, features relating to residential occupation, utility lines, and dirt roads.

At the B-764 E/W and G-765 E/W area, 17 architectural resources are anticipated, consisting of eight historic-age roads, one historic-age railroad, five historic-age water conveyance features, one historic-age transmission line, and two historic-age buildings. The four bridges on I-80 were previously recorded and determined to be exempt from further Section 106 work under the terms of the Historic Preservation Exemption for the Interstate Highway System of March 2005 (Historic Resources Inventory Forms S555, S556, S601, S602; NDOT Cultural Resources Handbook 2014: Section 14.a.2.c) Five archaeological sites are anticipated, comprising three non-complex sites, one moderately complex site, and one complex site, and representing a mixture of prehistoric and historic resources. Because of the riverside location it is possible that prehistoric lithic scatters and other prehistoric site types may be identified, but the amount of undisturbed ground in this location is quite restricted. Anticipated historic age features include defunct water conveyance and railroad related features, features relating to residential occupation, utility lines, and dirt roads.

Upon completion of fieldwork, a fieldwork summary will be provided to the DEPARTMENT via email in tabular format.

6.4.2 – Draft Reports

It is assumed that both historical architecture and archaeological resources will be encountered in the field. As a result, the DEPARTMENT will require the development of stand-alone archaeological and architectural reports. Each report will conform to DEPARTMENT and SHPO standards with administrative sections defining the undertaking, the project description and defining the APE with project components clearly detailed, a summary of archival research, an historic overview and research design (i.e., historic context), field methods, field results describing each resource identified, National Register recommendations, and a determination of project effect with management recommendations.

Native American consultation will be the responsibility of the DEPARTMENT; however, the SERVICE PROVIDER will participate in meetings and correspondence as necessary.

Archaeological resources will be documented on Intermountain Antiquities Computer System (IMACS) forms. Architectural resources will be documented on Architectural Resource Assessment (ARA) forms.

Each draft report will be provided to the DEPARTMENT in electronic format (PDF) for review. It is assumed the DEPARTMENT will require 30 calendar days to review the draft reports and provide comments. Only one round of revision is anticipated. The DEPARTMENT will submit the revised draft to SHPO and will require a minimum of 30 calendar days to provide comments.

6.4.3 – Final Reports

Within 30 business days upon receipt of comments from SHPO (via NDOT), the SERVICE PROVIDER will prepare final reports and submit them to the DEPARTMENT in electronic format (PDF). The DEPARTMENT will submit the revised reports back to SHPO for review, which will take 30 days. It is assumed the SHPO will not provide another round of comments. Upon SHPO final approval, the SERVICE PROVIDER will prepare final hard copies of each report and submit them to the DEPARTMENT along with final project geographic information system (GIS) shapefiles.

6.5 – Aquatic Resources Delineation

Using the APE, the SERVICE PROVIDER will prepare a formal USACE aquatic resources delineation, and a USACE Aquatic Resources Delineation Report. This effort will involve field work, the preparation of a USACE draft Aquatic Resources Delineation Report, a final Aquatic Resources Delineation Report, and a Request for Aquatic Resources Delineation Verification or Jurisdictional Determination to support the Final Aquatic Resources Delineation Report.

Prior to any field work, the SERVICE PROVIDER will conduct a data review of the APE. The data review shall include United States Geological Survey topography, United States Fish and Wildlife Service National Wetland Inventory data, imagery, determination of the Natural Resources Conservation Service (NRCS) listed soils as hydric or non-hydric soils, review of climate data, and the preparation of field maps. The field maps will be prepared, and field data will be collected based on the following resources:

- 1987 Corps of Engineers Wetland Delineation Manual
- Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0), September 2008
- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States, August 2008
- Minimum Standards for Acceptance of Aquatic Resources Delineation Reports for the Sacramento District, issued January 2016
- Updated Map and Drawing Standards for the South Pacific Division Regulatory Program, issued February 10, 2016

The SERVICE PROVIDER will conduct a formal USACE aquatic resources delineation. As part of the aquatic resource's delineation, the SERVICE PROVIDER will map soil pit locations (when delineating wetlands or springs) and potential jurisdictional aquatic resources using ESRI ArcGIS software. For each potentially jurisdictional aquatic resource (or set of associated aquatic resources such as wetlands adjacent to a drainage), the SERVICE PROVIDER will follow USACE protocol by determining if a significant nexus exists between the delineated feature and the Truckee River, a traditional navigable waterway.

The SERVICE PROVIDER shall provide a digital copy of the draft Aquatic Resources Delineation Report to the DEPARTMENT for review and will obtain, review, and integrate appropriate comments; the SERVICE PROVIDER will then revise the draft Aquatic Resources Delineation Report and submit the final Aquatic Resources Delineation Report, Aquatic Resources Excel spreadsheet, and the GIS metadata to the USACE. A Request for Aquatic Resources Delineation Verification or Jurisdictional Determination will be prepared for submittal to the USACE; this is required to accompany the Final Aquatic Resources Delineation Report submittal.

A digital copy of the final documents will be provided to the DEPARTMENT.

6.6 – Metropolitan Planning and Air Quality Conformity

The SERVICE PROVIDER will verify with Washoe County Health Department, Air Quality Division that the project is in hydrographic basin 91 and will not be subject to air quality conformity requirements. In addition, the SERVICE PROVIDER will consult with Washoe County that the project will meet the PM10 maintenance plan requirements. The SERVICE PROVIDER will conduct a MSAT Tier 1 analysis and prepare a technical memorandum of the results.

The SERVICE PROVIDER will identify whether the proposed project is included in the current adopted Regional Transportation Commission (RTC) Regional Transportation Plan (RTP), either exclusively or in a grouping of projects or activities, and the air quality conformity status of that plan. The SERVICE PROVIDER will further identify whether the project is included in the Transportation Improvement Plan (TIP), and the TIP's conformity status. Washoe County has met the federal carbon monoxide (CO) standard since 2004 and is now designated a federal "maintenance area." Therefore, no CO or particulate matter hot spot analyses will be required.

The project will entail the use of diesel and gasoline equipment. The SERVICE PROVIDER will prepare and recommend appropriate mitigation measures in a greenhouse gas and climate change technical memorandum.

6.7 - Hazardous Materials

The SERVICE PROVIDER will obtain publicly available information to conduct an Initial Site Assessment (ISA) of the Project area and follow procedures outlined in NDOT Environmental Services Division Procedures Guide, dated April 2018, Chapter 14 – Hazardous Materials/Waste. The ISA will include, at minimum, a site visit, an environmental database review, and an interview of local officials and property owners, as applicable, to identify Recognized Environmental Conditions within the Project area. Findings in the ISA may indicate additional work is required to further investigate Recognized Environmental Conditions/Environmental Concerns and determine if the areas may affect the potential viability of an alignment.

An Inspection (survey) for hazardous materials will be conducted for the bridges for both asbestos containing materials and heavy metals in painted coating materials. Suspect materials will be collected

and sent for analysis to a Nevada Certified Laboratory. A report will be compiled documenting the results of the assessments and submitted for review.

6.8 - Land Management, Land Use, Special Designations

The SERVICE PROVIDER will identify existing or proposed land uses, land management plans, or other special designations in the Project area (e.g., BLM ROWs or other designated uses, Recreation Areas, County Land Use Plans, etc.). The SERVICE PROVIDER will contact associated jurisdictions and land management agencies to identify plans or documents which may be of value in the analysis. The SERVICE PROVIDER will review plans to identify potential conflicts with proposed alignments and document results in a technical memo.

6.9 - Socioeconomics/Environmental Justice (EJ)

The SERVICE PROVIDER will identify minority and low-income populations by the analysis of 2020 Census data at the block level. Following FHWA guidelines on environmental justice, the technical memorandum will define "minority" and "low-income" populations. The analysis will determine whether the project would result in disproportionately high and adverse impacts on minority or low-income populations, and results will be documented in a technical memo.

6.10 - Acquisitions & Relocations Required

The SERVICE PROVIDER will describe any potential land acquisitions for right of way and whether displacements of residences and businesses may occur. This discussion will include current use, ownership, and the date and type of property transaction (such as lease or purchase). If federal funds are used to acquire property or the property is used as local match, then the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 must be followed and documented. No offers or appraisals may occur prior to DEPARTMENT's approval of a NEPA evaluation and document results in a technical memo.

6.11 – Social Impacts and Community Disruption

The SERVICE PROVIDER will collect data to describe the study area's demographic composition in terms of population, housing characteristics, and community facilities. Information sources included regional and local transportation plans, local comprehensive plans, and the U.S. Census Bureau. The SERVICE PROVIDER will coordinate with local planners and community representatives to gather information about social conditions and will assess the impacts of the proposed bridges on the community and identify any community resources that are affected and the nature and extent of the effect and document results in a technical memo.

6.12 – Use of Public Parkland and Recreation Areas [Section 4(f)]

The SERVICE PROVIDER will identify existing and planned parks, recreational facilities, and open space areas within the study area through coordination with local jurisdictions, analysis of GIS data, and review of area plans, and assess Impacts in accordance with Section 4(f) of the U.S. DOT Act of 1966, as amended and 6(f) of the Land and Water Conservation Fund (LWCF) Act of 1965. If Section 4(f) resources are identified in the study area, a 4(f) memorandum prepared by the SERVICE PROVIDER will identify impacts

to parks and planned parks, recreational facilities, and open space areas. The 4(f) memorandum will evaluate how each bridge would accommodate planned facilities, consistent with area plans. The memorandum will evaluate parks and recreation facilities within 500 feet of the bridges for direct and indirect impacts. Impacts to parks and recreation facilities can include direct impacts, such as property acquisition; indirect impacts, such as modifications, traffic noise increases, visual changes; or temporary construction impacts, such as temporary access changes and detours. The memorandum will be used to prepare any required 4(f) determinations/findings required for FHWA approval.

6.13 – Water Quality and Navigable Waterways

The SERVICE PROVIDER will describe water resources located in the study area, including surface water, groundwater, and sole source aquifers, with a discussion of water quality, water supply, and stormwater management. Existing conditions and potential impacts to water resources, including water quality will be identified. Through this analysis, the SERVICE PROVIDER will determine whether National Pollutant Discharge Elimination System (NPDES) approvals will be necessary due to ground disturbance or point sources that may discharge pollutants into waters of the United States.

The SERVICE PROVIDER will assess impacts to the Truckee River, the Verdi Power Ditch, and an irrigation ditch by identifying areas within these aquatic resources that would be affected by proposed project improvements including bridge construction, culvert extension or other conveyance modifications, encroachment on existing floodplains, and overall increases in highway runoff.

6.14 – Impacts Caused by Construction

The SERVICE PROVIDER will describe the construction plan and identify construction impacts with respect to noise, dust, utility disruption, debris and spoil disposal, air quality, water quality, erosion, safety and security, and disruptions of traffic and access to businesses or residential property. Identify steps that will be taken to provide alternatives or mitigate the impacts of construction impacts. Applicable local, state, and federal regulations, and any standards or BMPs will be identified. If applicable, NPDES best practice measures will be identified.

6.15 – Noise and Vibration Impact

The SERVICE PROVIDER will prepare a noise and vibration technical memorandum. No modeling is required (such as using TNM), because the project will not increase traffic volumes or re-align the roadway. The SERVICE PROVIDER will take short-term daytime noise measurements at sensitive receptors to establish typical weekday background levels. Then typical construction noise levels will be added to the background to evaluate impacts. The technical memorandum will include the results of the noise analysis for each receptor location and provide graphics showing noise monitoring sites, sensitive receptor locations, and potential noise abatement locations. Where noise abatement measures may be required, they will be included in the memorandum. A preliminary determination of reasonableness will be conducted for noise abatement measures.

FHWA has found that road and bridge construction does not normally have vibration impacts. This is due in part to the wide right-of-way that absorbs vibration energy before it reaches sensitive receptors. A

general discussion of vibration sources, transmission, and effects will be provided. The SERVICE PROVIDER assumes that no blasting will occur during construction.

NEPA Assumptions and Deliverables

Assumptions:

- Coordination with both the DEPARTMENT and SHPO will be necessary with approvals required from both agencies
- DEPARTMENT will provide SHPO coordination
- The survey area (i.e., area of direct impact) will consist of two 400-foot wide corridors, each encompassing four bridges and any associated staging and construction access areas
- The area of indirect impact is anticipated to be coterminous with the area of direct impact
- Both architectural and archaeological inventory reports will be required
- 34 cultural resources are anticipated (24 architectural resources and 10 archaeological resources)
- Native American consultation will be performed by the DEPARTMENT
- Each report will go through two rounds of revision, and require no more than 2 hours of edits per report
- The DEPARTMENT will perform Cultural Surveys and SHPO coordination for preliminary geotechnical drilling
- Each round of revision, including SERVICE PROVIDER's time to address comments, is anticipated to take 30 days

Deliverables:

- DEPARTMENT provided Area of Potential Effect for Section 106 work
- Project Base Mapping
- Biological Resources Summary Report (Biological Evaluation)
- Biological Assessment
- DEPARTMENT provided screening form
- Section 106 Architectural Resources Inventory Report and ARA Forms
- Section 106 Archaeological Resources Inventory Report and IMACS Forms
- Aquatic Resources Delineation Report, Aquatic Resources Excel spreadsheet, and GIS digital data via email (or ftp)
- Air Quality Technical Memorandum and all associated documents for Interagency Consultation (IAC)
- MSAT Technical Memorandum
- Greenhouse Gas and Climate Change Technical Memorandum
- Hazardous Materials Initial Site Assessment
- Land Use and Zoning Technical Memorandum
- Social Impacts and Community Disruption Technical Memorandum
- Acquisitions and Relocations Technical Memorandum

- Environmental Justice Technical Memorandum
- Public Parklands and Recreation Areas Technical Memorandum
- Water Quality and Navigable Waterways Technical Memorandum
- Construction Impact Technical Memorandum
- Vibration Technical Memorandum

Task 7 – Preliminary Geotechnical Evaluation

7.1 – Preliminary Field Study Plan

The SERVICE PROVIDER, will prepare a plan for completing a preliminary geotechnical investigation. Field personnel completing boring logs will have a degree in Civil Engineering, Engineering Geology or Geology. The Field Study Plan that will contain the following information:

- Summary of existing geotechnical data
- Planned locations and minimum depths for all borings and other exploration points
- Discussion of the proposed subsurface exploration methods, anticipated exploration equipment, and sampling/field testing methods.
- Discussion of proposed/anticipated access needs
- Discussion of the completion or closure of subsurface explorations
- Discussion of anticipated difficult field conditions and potential mitigation strategy
- Experience level of staff proposed to log explorations.

7.2 – Preliminary Geotechnical Field Study

The SERVICE PROVIDER will complete a preliminary geotechnical assessment to support concept level design efforts. The preliminary geotechnical assessment will be based on the available data identified in task 2.4, previous experience on projects with similar ground conditions, and information provided by the structural and civil designers regarding the proposed foundations, retaining walls and grading. The assessment will also utilize existing topographical data and site information provided by the DEPARTMENT and design team.

The SERVICE PROVIDER will prepare a preliminary geotechnical design memorandum that summarizes the preliminary geotechnical analyses (i.e., shallow and deep foundations, retaining walls, liquefaction and liquefaction induced lateral spreading, slope stability), and provides preliminary recommendations to support concept level design. An electronic draft preliminary geotechnical design memorandum will be provided for comment to the DEPARTMENT. Upon receipt of comments, a final version of the memorandum will be issued within two weeks from receiving comments. The electronic final version will be signed and sealed by a geotechnical engineer licensed in the State of Nevada

The SERVICE PROVIDER will for review and approval by the DEPARTMENT, complete one boring at each bridge pair location for a total of four (4) borings. The exploration will include four (4) mud rotary borings into soil and coring into rock as needed to locate the bedrock contact and confirm bedrock properties.

Boulders as large as 10' or greater in diameter may be encountered, therefore a minimum of 15 feet of coring length is proposed. Locations of borings will be located by a licensed surveyor.

Geophysical testing will be performed at each bridge location to measure the shear wave velocity (s-wave) in the upper 100 feet of the soil profile as well as the compression wave speed (p-wave). This information will be used to determine the seismic site class to be used in the structural design as well as ripability estimates. The s-wave will be measured using the MAM (Microtremor Array Measurements) method and p-wave information will be collected in accordance with ASTM D 5777-00 *Standard Guide for Using Seismic Refraction Method for Subsurface Investigation*. All field explorations and testing will be performed by a subcontractor and overseen by a SERVICE PROVIDER field engineer or geologist and findings documented in detailed field notes and exploration logs. Bulk samples to be used in support of scour analysis will be obtained at each river and canal crossing for a total of four (4) bulk samples in accordance with HEC-20 Section 4.6.3. A visual estimation of the river/canal bed material will also be performed.

7.3 – Laboratory Testing

The SERVICE PROVIDER will collect soil, and rock samples if encountered, and delivered to an accredited laboratory for testing. The actual laboratory testing program will be developed as the explorations are completed. Results of the laboratory testing will be included as an appendix in the geotechnical design report and summarized on the boring logs. Dependent on actual soil and rock conditions encountered, selected laboratory tests may consist of the following:

- Natural Moisture Content (AASHTO T265)
- In-Situ Density (ASTM D7236)
- Particle Size Sieve Analysis (AASHTO T88)
- Atterberg Limits (AASHTO T89 and T90)
- Maximum Density and Optimum Moisture Content (NDOT T108 and AASHTO T99)
- Direct Shear (AASHTO T236)
- Point Load Strength Index of Rock (AASHTO D5731)
- Compressive Strength and Elastic Moduli of Intact Rock (AASHTO D7012)
- pH (AASHTO T289)
- Minimum Resistivity (AASHTO T288 modified)
- Sulfate (AASHTO T290)
- Chloride (AASHTO T291)

7.4 – Preliminary Geotechnical Design Report

The SERVICE PROVIDER will prepare a draft and final geotechnical design report containing the following:

- Summary of the proposed project
- Summary of the geotechnical field study and testing
- Summary of the laboratory testing
- Discussion of Site geologic hazards including liquefaction and lateral spreading
- Discussion of seismic site class and recommended seismic design parameters

- Recommendations for bridge foundations, retaining walls, and slope stability
- Recommendations for geotechnical work to be completed for final design

An electronic draft geotechnical design report will be provided for comment to the DEPARTMENT. Once comments have been received and incorporated into the report a final signed and sealed report will be submitted.

Deliverables:

• Preliminary Geotechnical Design Report

Assumptions:

- No borings will be collected within state or USACE jurisdictional waters, therefore no state or USACE clearance will be required.
- The DEPARTMENT will perform Cultural Surveys and SHPO coordination for geotechnical drilling
- The DEPARTMENT is responsible for NEPA clearance and the associated technical studies

Task 8 – Preliminary Engineering

8.1 – Design Criteria

The SERVICE PROVIDER will prepare a design criteria memo listing the guidelines, standards and geometric design criteria to be used for design speed, lane width, shoulder width, horizontal alignment, vertical alignment, vertical clearance and horizontal clearance.

The SERVICE PROVIDER will prepare preliminary roadway plans in support of development of the Bridge Alternatives Analysis, and environmental clearance and shall be in conformance with the FHWA, NDOT, and AASHTO, policies, procedures and standards as applicable.

The SERVICE PROVIDER shall follow DEPARTMENT standards and federal, state, and locally adopted and accepted criteria for the PROJECT listed below:

- NDOT Standard Plans for Road and Bridge Construction (2022 Edition)
- NDOT Standard Specifications for Road and Bridge Construction (2014 Edition)
- NDOT Drainage Manual
- NDOT Road Design Guide
- NDOT Project Cost Estimation Manual
- NDOT Signals, Lighting, and ITS Design Guide
- NDOT Access Management System and Standards
- NDOT Storm Water Quality Manuals
- NDOT Environmental Services Procedures Guide
- NDOT Special Instructions for Locations SERVICE PROVIDERs
- NDOT Planning and Design Guide
- AASHTO A Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide

- NDOT Project Management Guidelines
- Applicable FHWA design references
- NDOT Structures Manual
- NDOT Right of Way Manual
- NDOT Landscape and Aesthetic Corridor Plans
- AASHTO LRFD Bridge Design Specifications
- AASHTO, 2019 9th Edition LRFD Bridge Design Specifications and the 2008 NDOT Structures Manual
- MUTCD, including Revisions 1 and 2
- Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- Truckee Meadows Regional Drainage Manual
- Signing, Striping, and Traffic Control Design Guide, December 2022, 1st edition

The SERVICE PROVIDER will utilize Power Inroads V8i SS2 Version V08.11.07.615 for CAD.

8.2 – 30% Preliminary Roadway Plans

The SERVICE PROVIDER shall develop preliminary (30% design) roll-plots showing horizontal and vertical alignments, striping, edge of pavement, barrier rails, signage, median crossovers, lighting, ITS and conceptual roadway sections for the preferred staging alternative. Identify locations of preliminary retaining and sound walls, as well as guard rail and barrier rail locations. Establish horizontal geometry necessary to layout improvements and facilities. The SERVICE PROVIDER and DEPARTMENT will participate in a 30% review meeting/workshop approximately 4 weeks after submitting the plots to the DEPARTMENT. The SERVICE PROVIDER will be responsible for taking notes and documenting comments and consensus made during the meeting. The comments from the meeting shall be submitted with resolutions prior to the next plan submittal. Designs reviews will be conducted in Bluebeam format.

8.3 – Structure Type Selection

The SERVICE PROVIDER will prepare a Structures Type Selection Report (TSR) for all proposed bridges. The TSR will be developed after the alternatives analysis is completed, geotechnical report is obtained, and the 30% roadway plans are developed. The TSR will build upon the selected conceptual alternatives for each bridge as concluded by the AAR.

The SERVICE PROVIDER will review site geotechnical data and work with the project geotechnical engineer to provide recommendations on appropriate and economical foundations.

The TSR will include drawings showing the recommended plan, elevation, and typical section for the selected alternative. The report will also describe the following:

- Superstructure and Deck selection
- Preliminary analysis and design for the bridge including preliminary seismic evaluation
- Geotechnical conditions and foundation recommendations
- Hydraulic performance and scour assessment
- Constructability and staging considerations
- Maintenance and corrosion mitigation
- Bridge general plan sheets (30%)

Preliminary bridge construction quantities and costs (30%)

Deliverables:

• Type Selection Report for each bridge location

8.4 – Preliminary Hydraulic Analysis

The SERVICE PROVIDER will conduct a flow frequency analysis to determine 100-yr, 200-yr, and 500-yr return period flowrates at the bridge crossings of the Truckee River based on available gage data at nearby USGS stream gages. Flowrates within irrigation canals will be determined through coordination with appropriate water purveyors.

Existing conditions SRH-2D models of the (4) I-80 bridge crossings of the Truckee River near Verdi, NV will be performed. The geometry of existing bridges will be developed in the models based on available asbuilt plans. Model terrain will be developed based on new LiDAR and manual survey collected specifically for this study. Results of the existing conditions model will be coordinated with FHWA, NDOT Hydraulics, geotechnical, and structural engineers to ensure accuracy. Accepted model results will be used to establish the existing conditions hydraulics and the 1% annual chance FEMA floodplain.

The existing Ordinary High Water Mark (OHWM), 408 regulatory boundary and FEMA floodplain will also be delineated through field inspections in support of USACE permitting in subsequent Project phase.

A maximum of 2 proposed alternatives will be developed at each crossing using SRH-2D. Model results will again be coordinated with FHWA, NDOT Hydraulics, geotechnical, and structural engineers to ensure accuracy. Accepted model results will be compared to existing conditions models to support a future USACE 408 submittal demonstrating that building a bridge across a navigable waterway will not be injurious to the public interest or impair the usefulness of the project. It will also be used to confirm that a no-rise condition exists in the proposed condition. Since it's assumed that no-rise condition will be achieved, CLOMR and LOMR submittals are not included in this scope. This scope also assumes that updates to FEMA regulatory models are not needed to obtain a no-rise certification.

A scour analysis of the proposed bridge alternatives will be performed using the results of the hydraulic analysis, geotechnical information collected at the bridge crossings, and in accordance with FHWA scour criteria in HEC-18, HEC-20, and HEC-23. Total scour will be comprised of the effects of contraction, bend, pier, and other local scour effects. Hydraulic and scour analysis results will be coordinated with FHWA. While long-term scour is not expected to have an impact at the bridge crossings, this assumption will be reviewed and verified as part of the scour analysis task. Additionally, the analysis will assess the geomorphology of the river and the potential for and impacts of the lateral migration of the river. Sediment transport modeling is not part of this scope

8.4.1 – Drainage Design Criteria Memorandum

The SERVICE PROVIDER shall prepare a Project specific Drainage Design Criteria Memorandum. Items to be documented include:

- Acceptable design manuals, circulars, and guidelines
- Acceptable software and calculation methodologies

- Offsite design criteria, based on roadway classification and jurisdiction
- Onsite design criteria, based on roadway classification and jurisdiction
- Acceptable standard details and specifications
- Exclusions or limitations in use of standard details or materials
- 30% design level required for drainage deliverables

Deliverables:

• Drainage Design Criteria Memorandum

8.4.2 – Existing Conditions Drainage Report

The SERVICE PROVIDER shall prepare an Existing Conditions Drainage Report, hydraulic, and water quality analysis for the project, consistent with the Alternative level of design, as outlined in the NDOT Drainage Manual, Appendix A – Sections I, II and III, and as amended in the Drainage Design Criteria Memorandum. The report will include, but is not limited to:

- Identify critical areas, where project improvements may pose potential impacts to Truckee River water quality, hydraulics, FEMA floodways and flood zones
- Identify existing points of discharge from the Project corridor to the Truckee River or other drainage channels
- Hydraulic modeling of flow conveyance within the project site and offsite tributary areas, not associated with the Truckee River, as needed to determine routing and drainage patterns for the hydrologic model. This may include street, channel, storm drain capacity and flow split calculations

Deliverables:

• Existing Conditions Drainage Report

8.4.3 – Preliminary Stormwater Project Design Requirements

The SERVICE PROVIDER will prepare a Preliminary Stormwater Project Design Requirements in support of the Preliminary Drainage Alternatives Design Report.

8.4.4 – Preliminary Drainage Alternatives Design Plans

The SERVICE PROVIDER will prepare Preliminary Drainage Design Exhibits in conformance with the Conceptual Plan Submittal requirements as outlined in the NDOT Drainage Manual, Table B-1, NDOT Water Quality Manuals, and as amended in the Drainage Design Criteria Memorandum. These exhibits will include, but are not limited to:

- Preliminary removal limits for existing offsite and onsite drainage facilities
- Existing Right-of-way limits, and conceptual drainage (including permanent BMPs) right-of-way needs
- Identification of potential major utility conflicts requiring significant coordination efforts
- Identification of areas requiring significant structural, roadway or other design coordination efforts
- Identify onsite drainage discharge locations relative to the railroad and river required by any changes in roadway or bridge configurations.

Deliverables:

• 30% level alternative drainage exhibits, based on the Alternative Analysis and refinements considered, and independent drainage improvements as applicable

8.5 – Preliminary Constructability Review

SERVICE PROVIDER will complete preliminary constructability review of the preferred alternative identified in Task 5. The purpose of this review will be to inform development of the preliminary engineering, area of potential effect, and inform stakeholder interactions. Focus of this Constructability Memorandum will be high level but include the following:

- Corridor construction staging areas
- Access needs across the river including need for temporary work trestles
- Construction sequencing considering east and west ends of project
- Construction Access and Staging Areas for each bridge
- Girder erection locations for each bridge
- Concept level input to minimize construction impacts to the railroad
- Concept level plan for railroad protection and work window needs

The review will include focus on river access, foundation and substructure construction, falsework, girder/structure erection, construction staging areas, MOT and pedestrian detours, and overall construction sequencing.

Deliverables:

Constructability Memorandum

Task 9 – Program Management Support

9.1 – Cost and Risk Assessment

The SERVICE PROVIDER will lead the cost and schedule risk assessment process for the Project, based on the draft 30% Conceptual Design and Structure Alternatives Analysis and cost estimate. The risk assessment will utilize a process consistent with the DEPARTMENT's Risk-Based Estimating Guidelines. The 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 currently envisioned, followed by one (1) subsequent update prior to the end of the Project.

Deliverables:

• Technical Memorandum - Summary of Cost and Risk Analysis Report

9.2 – Project Delivery Selection Approach (PDSA)

SERVICE PROVIDER will support the DEPARTMENT in developing, and preparing the PDSA documentation and memo for review and acceptance. Work includes coordinating the schedule to complete the PDSA and related workshop with the NDOT Project Manager, and DEPARTMENT-assigned technical/management staff.

There will be one workshop in Reno/Carson to review and complete the PDSA steps and documentation. The PDSA will be used to 1) establish/document project information; 2) score/rank the delivery methods for the project (to include DB, CMAR, and DBB)

Assumptions:

- SERVICE PROVIDER project manager and design lead to provide PDSA background documentation and draft up initial responses to PDSA questions (see PDSA form for needed information).
- The workshop will present the background documentation and develop pre-final PDSA documentation for the project and will be completed by the DEPARTMENT

Deliverables:

• PDSA support documentation



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

MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors
FROM:	Tracy Larkin Thomason, P.E., Director
SUBJECT:	August 14, 2023 Transportation Board of Directors Meeting
ITEM #9:	Agreement 627-22-040, with 4LEAF CONSULTING, INC., to perform professional and technical engineering services for the construction of Project NHP-015-1(164), I-15 South Phase II Capacity Project, Clark County, Nevada. – For possible action

Agreement No.:	627-22-040	Amendment No.:	00
Contractor:	4LEAF Consulting, LLC.	Federal:	Yes
Original Amount:	\$8,627,663.51	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$8,627,663.51	Receivable Amount:	\$0.00
Start Date:	8/14/2023	End Date:	12/31/2025
Division:	Construction	Division Head:	Sam Lompa

Summary:

4LEAF Consulting, LLC., agrees to perform professional and technical engineering services to ensure the construction of Project NHP-015-1(164), I-15 South Phase II Capacity Project is accomplished in conformance with the plans, specifications, and all other contract documents, Clark County, Nevada. NV B/L#: NVD20101020523-R Proposers: 4LEAF Consulting, Inc. 4LEAF Consulting, LLC. Tantec Consulting Services Inc.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Approve Agreement 627-22-040, with 4LEAF CONSULTING, LLC., to perform professional and technical engineering services for the construction of Project NHP-015-1(164), I-15 South Phase II Capacity Project in the amount of \$8,627,663.51.

Prepared by:

Administrative Services Division



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

MEMORANDUM

July 6, 2023

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

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

SUBJECT: Negotiation Summary for P627-22-040 I-15 South Phase II.

A negotiation meeting was held via Microsoft Teams on June 16, 2023, with Barclay Swan and Luke Rollins of 4Leaf Consulting, Shawn Meagher of Construct NV, Tonya Santos Crew 902 ARE, and Mark Caffaratti of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at five percent (5.0%).

This duration of this agreement will be approximately 2 1/2 years, ending on December 31, 2025.

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
Shawn Meagher	Resident Engineer
McKenna Temen	Public Information Officer
Jonna Sansom	Office Manager

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.	
Construct NV	Centennial Bowl	P217-20-040	
Aztech	Tropicana Design Build – Testing	P604-21-040	
	Charleston CMAR	P095-22-040	
Rock Solid	Centennial Bowl	P217-20-040	
GCW	Truck Climbing Lanes	P300-22-040	

The DEPARTMENT's original estimate was \$8,655,535.56 including direct labor (49,547 man-hours of work by the SERVICE PROVIDER).

The SERVICE PROVIDER's original estimate was \$9,207,757.40, including direct labor (50,849 man-hours of work by the SERVICE PROVIDER).

The negotiations yielded the following:

- 1. Estimated 47,128 total man-hours over the term of the agreement.
- 2. Total negotiated cost for this agreement is \$8,627,663.51.
- 3. Nuclear Gauge monthly cost will be included in the Tester Level III hourly rate.

SERVICE PROVIDER's Transportation Board representative(s):

- Barclay Swan, P.E.
- bswan@4leafinc.com
- (702)686-9618

Reviewed and Approved:

DocuSigned by:

Sajid Sulaliria

Assistant Director, Engineering

CONSTRUCTION CREW 902 AUGMENTATION I-15 PHASE II SOUTH

NHP-015-1(164) IN CLARK COUNTY

SCOPE OF SERVICES

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure the construction of Project NHP-015-1(164), I-15 South Phase II Capacity Project in Clark 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. 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.

- One (1) Resident Engineer (Key Personnel)
- One (1) part-time Public Information Officer (PIO) (Key Personnel)
- One (1) Office Manager (Key Personnel)
- One (1) Critical Path Method (CPM) Construction Schedule Reviewer
- Four (4) Tech Level IV Inspectors
- Four (4) Tech Level III Testers (fully certified)
- One (1) Tech Level I Inspector
- One (1) fully equipped two (2)-person survey crew
- A fully equipped and functional field office
- Nuclear Density Gauges as needed to perform testing along with proper training and certifications for all users, appropriate vehicles, iPads, cell phones, and proper safety equipment for all personnel assigned to this project. Users accessing the NDOT Network must have a company email address, company passwords cannot contain the users first or last name or the company name.

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 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 PIO shall be responsible for coordinating an initial public meeting and regular updates at the direction of the DEPARTMENT.

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 PIO shall conduct at least one (1) public meeting prior to the construction of the project and regular project updates throughout the duration of the project. Distribution of informational and project status materials is expected.

The SERVICE PROVIDER shall provide one (1) field office with a minimum of two thousand (2,000) square feet with a minimum of five (5) one hundred fifty (150) square feet of individual offices and one (1) central conference area. The office must be powered twenty-four (24) hours per day, seven (7) days per week and capable of providing one hundred (100) megabits per second (Mbps) minimum download speed. Locate the office within five (5) miles of the project limits or other approved location. 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 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 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.

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.



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

MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors

FROM: Tracy Larkin Thomason, P.E., Director

SUBJECT: August 14, 2023 | Transportation Board of Directors Meeting

ITEM #10: Amendment 01, Agreement 229-19-077A, with TRAFFIC SAFETY CONSULTANTS, LLC, to continue and increase performance of Temporary Traffic Control Specialist and Managers Courses, Elko, Clark, Washoe Counties, Nevada. – For possible action

Agreement No.:	229-19-077A	Amendment No.:	01
Contractor:	Traffic Safety Consultants, LLC	Federal:	No
Original Amount:	\$192,480.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$256,640.00	Agreement Type:	Service Provider
Payable Amount:	\$449,120.00	Receivable Amount:	\$0.00
Start Date:	8/14/2023	End Date:	12/31/2027
Division:	Training	Division Head:	Allison Wall

Summary:

Amendment 1: Increase authority by \$256,640.00 from \$192,480.00 to \$449,120.00 to administer the oneday Traffic Control Specialist training program, and the two-day Traffic Control Manager training program for Department employees. The Specialist Program will be offered up to four (4) times during this contract, and the Manager Program will be offered up to four (4) times during this contract. Each program offering will accommodate up to forty (40) people.

Background:

Original Agreement: June 20, 2019, to perform Temporary Traffic Control Specialist and Managers courses, Elko, Clark, and Washoe Counties. NV B/L#: NVF20191358455-S

MEMORANDUM Department of Transportation Board of Directors August 2, 2023 Page **2** of **2**

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Approve Amendment 01, Agreement 229-19-077A, with TRAFFIC SAFETY CONSULTANTS, LLC, to continue and increase performance of Temporary Traffic Control Specialist and Managers Courses in the amount of \$256,640.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM

June 21, 2023

TO: Darin Tedford, Assistant Direc

FROM: Troy Orosco, Project Manager 06/22/2023

SUBJECT: Negotiation Summary for Amendment 1 to Agreement P299-19-077A

On June 20, 2019, NDOT entered into agreement P299-19-077 with Traffic Safety Consultants, LLC to perform Temporary Traffic Control Specialist and Managers course.

The Scope of Services includes administering a one-day Temporary Traffic Control Specialist training program, and the two-day Traffic Control Manager training program for NDOT employees. The Specialist program will be offered up to four (4) times a year during this agreement, and the Manager program will be offered up to four (4) times a year during this agreement. Each program offering will accommodate up to forty (40) people for a total of up to three hundred and twenty (320) NDOT District Maintenance and Construction personnel. Potential locations include Carson City, Las Vegas, Reno, Winnemucca, Tonopah and Elko, Nevada.

To accommodate this increase of scope, the total amount of the agreement must be increased by \$256,640.00.

This amendment adds four (4) years to the agreement for a new end date of December 31, 2027.

The DEPARTMENT's original estimate for this amendment was \$256,640.00 including direct labor (384 man-hours of work by the SERVICE PROVIDER

The SERVICE PROVIDER's original estimate for this amendment was \$256,640.00.

The negotiations yielded the following:

- 1. There will be an additional 384 total man-hours allotted to this agreement.
- 2. An additional fee of \$256,640.00 was agreed to by both parties.
- 3. The total negotiated cost for this Amendment, including direct labor, overhead, fee and direct expenses will be \$256,640.00. The new total cost of this Agreement will be \$449,120.00.

SERVICE PROVIDER's Transportation Board representative:

- Cathi Witt
- movetraffic@aol.com
- 816-813-6232)

Reviewed and Approved:

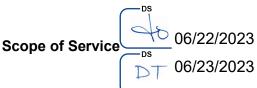
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!& "# "!"#

Assistant Director

ARTICLE I - SCOPE OF SERVICES

1. The SERVICE PROVIDER agrees to administer the one-day Traffic Control Specialist training program, and the two-day Traffic Control Manager training program for DEPARTMENT employees. The Specialist program will be offered up to four (4) times during this contract, and the Manager program will be offered up to four (4) times during this contract. Each program offering will accommodate up to forty (40) people. Potential locations include Carson City, Las Vegas, Reno and Elko, Nevada. The training outlines are included in Attachement A - Scope of Services attached hereto and incorporated herein.



Course Outline for Temporary Traffic Control Specialist (1-day)

I. Introduction

- A. Introduction to the Federal MUTCD
- B. History of the MUTCD
- C. Hierarchy of Documentation for Construction and Maintenance Projects
- D. Using MUTCD Typicals
- E. TTC Considerations

II. Forgiving Design

- A. Clearzones
- B. Storage of Materials and Equipment Placement
- C. Drop Off Conditions
- D. Human Factors

III. The Temporary Traffic Control Zone

- A. Component Parts
- B. Device Overview

Crashworthy/Ballasting

- C. Signs
 - 1. Regulatory, Warning and Guide

Colors and Shapes

- D. Sign Supports
 - 1. Portables

Post mounts

- a. Height and Lateral Clearances
- b. Post Mounts

- c. Methods of Installation and Inspection
- E. Selection of signing based on types of roads

IV. Devices

- A. Types of Devices
 - 1. Channelizers

Trailer Mounted Arrow Boards, PCMS, AFAD's, Temp Traffic Signals

Night Time TTC

V. Transition Area

- A. Types of Tapers
 - 1. Merge
 - 2. Shift
 - 3. Shoulder
 - 4. One Lane Two Way
 - 5. Downstream
 - 6. Device Spacing

VI. Tangents

- A. Buffers
- B. Work Space

VII. Flagging operations

- A. HVSA
- B. Hand Signaling Devices
- C. Locations/Visibility/Stopping Sight Distance
- D. Types of Flagging Operations

VIII. Installation and Removal of lane closures and road closure with detours

- IX. TTC Checklist
- X. Exam

Exam consists of 50 multiple choice questions and 3 workshops

Attachment B

Course Outline for Temporary Traffic Control Manager (2-days)

A. Introduction

- 1. History of the MUTCD
- 2. State Supplement
- 3. Discuss Legal Issues and Documentation

B. Legal issues

- 1. Definitions
- 2. Authority
- 3. OSHA
- 4. Documents

C. Component parts refresher

- 1. Advanced Warning Area
- 2. Transition Area
- 3. Tangents (Buffers and Work space)
- 4. Device Spacing
- 5. Multiple Maneuvers

D. Flagging operations for the Supervisor

- 1. Responsibilities of the flagging Supervisor
- 2. Selection of HVSA
- 3. Hand Signaling Devices
- 4. Locations/Visibility/Stopping Sight Distance

E. Plan Reading

- 1. Plans
- 2. Station Marks
- 3. Match Lines

F. Devices Refresher

- 1. Forgiving Design
- 2. Clearzones
- 3. Storage of Materials and Equipment Placement
- 4. Device Overview
- 5. Crashworthy/Ballasting
- 6. Signs
- 7. Regulatory, Warning and Guide
- 8. Colors and Shapes
- 9. Sign Supports
- 10. Portables
- 11. Post Mounts
 - a. Height and Lateral Clearances
 - b. Post Mounts
 - c. Methods of Installation and Inspection
- 12. Selection of Signing Based on Types of Roads

G. Devices

- 1. Types of Devices
- 2. Channelizers
- 3. Trailer Mounted Arrow Boards, PCMS, AFAD's, Temp Traffic Signals
- 4. Night Time TTC

H. Installation and Removal

- 1. Safety
- 2. Mobile Operations
- 3. Installation of Lane Closures
- 4. Removal of Lane Closures

- 5. Installation of Road Closures
- 6. Removal of Road Closures

I. Positive Protection Devices

- 1. Barrier vs LCD
- 2. Barriers
 - a. Dynamic Deflection
 - b. Barrier Delineation
 - c. Length of Need
 - d. Approach Protection Within a Clear Zone

J. Crash Cushions

- 1. Re-directive vs Directive
- 2. TMA
 - a. Roll Ahead Distance

K. Message Boards

- 1. Placement and Protection
- 2. Message Development
- 3. Abbreviations

L. Pavement Markings

- 1. Colors and Types
- 2. Removal
- 3. RPM
- 4. Rumble Strips

M. Other Devices

- 1. Automated Flagger Assistance Devices (AFAD)
- 2. Temporary Traffic Signals
- N. Design

- 1. Duration
- 2. Location
- 3. Freeway
 - a. Rolling Road Blocks
- 4. Urban Issues
 - a. Special Events
 - b. Pedestrians
 - c. Intersections
- 5. Other Forms of Transportation
 - a. Pedestrians
 - b. Cyclist
 - c. Rail Roads

O. Work Activity

- 1. Methods of Handling Traffic
- 2. Control Strategies
- 3. Phasing
- 4. TMP vs TTCP
- 5. Transportation operations

P. Positive Protection Design Considerations

- 1. Warrants
- 2. Special Factors

Q. Work Zone Management

- 1. Use of Law Enforcement
- 2. Incident Management
 - c. Night Work Requirements
- **R.** Public Information

- 1. Public Awareness Strategies
- 2. Motorist Information Strategies

S. Night Work

- 1. HVSA
- 2. Night work lighting requirements
- 3. NCHRP 476\
- 4. Glare
- 5. Enhancements

T. TC Managers

- 1. Ethics
- 2. Responsibilities
- 3. Skills
- 4. Communication
- 5. Public Relations

U. Construction

- 1. Pre-con meeting
- 2. Activities
- 3. Monitoring
- 4. Internal Traffic Control Plan

V. Inspection

- 1. Inspection Criteria
- 2. Documentation

W. Positive Protection

- 1. Barrier
- 2. Impact Attenuators
- 3. Truck Mounted Attenuator

X. Variables

Y. Exam

3 parts

- 1. Plan review, students are to find 5 items wrong with the drawing in the exam document the 5 errors and document the 5-correct actions worth 2.5 points each section total =25 points
- 2. 20 multiple choice questions worth 2.5 points each section total=50 points
- 3. Plan reading, students will answer 10 multiple choice questions to be answered based on the drawing included in the exam worth 2.5 points each section total=25 points



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MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors
10.	Department of fransportation board of Directors

FROM: Tracy Larkin Thomason, P.E., Director

SUBJECT: August 14, 2023 | Transportation Board of Directors Meeting

ITEM #11: Amendment 02, Agreement 088-22-040, with 4LEAF CONSULTING, LLC., for construction augmentation of Crew 902, to ensure the construction and oversight of Project SPSR-0613(001), Summerlin Parkway Preservation Project, Clark County, Nevada. – For possible action

Agreement No.:	088-22-040	Amendment No.:	02
Contractor:	4LEAF Consulting, LLC.	Federal:	No
Original Amount:	\$1,271,470.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$415,840.00	Agreement Type:	Service Provider
Payable Amount:	\$1,687,310.00	Receivable Amount:	\$0.00
Start Date:	8/14/2023	End Date:	12/31/2023
Division:	Construction	Division Head:	Sam Lompa

Summary:

Amendment 02: Increase authority by \$415,840.00 from \$1,271,470.00 to \$1,687,310.00 to continue augmentation of Crew 902 due to construction delays and suspensions.

Background:

Amendment 01: Extend termination date from June 30, 2023, to December 31, 2023, due to unsuitable weather conditions, and update the Scope of Services to include an Office Manager position to supplement Crew 902.

Original agreement: Procured under RFP 088-22-040 to assist with the construction augmentation of Crew 902, to perform professional and technical engineering services to ensure the construction and oversight

MEMORANDUM Department of Transportation Board of Directors August 2, 2023 Page **2** of **2**

of Project SPSR-0613(001), Summerlin Parkway Preservation Project, Clark County, Nevada. NV B/L#: NVF20101020523-R Proposers: 4Leaf Consulting, LLC, CMWorks, Inc., Horrocks Engineers, Inc.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Approve Amendment 02, Agreement 088-22-040, with 4LEAF CONSULTING, LLC., for construction augmentation of Crew 902, to ensure the construction and oversight of Project SPSR-0613(001), Summerlin Parkway Preservation Project in the amount of \$415,840.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM

July 11, 2023

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

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

SUBJECT: Negotiation Summary for Amendment 2 to Agreement P088-22-040

On September 23, 2022, NDOT entered into agreement P088-22-040 with 4Leaf Consulting to perform Construction Engineering Services on Contracts 3946 & 3957 in District I.

The Scope of Services includes extending Professional Engineering Services by augmenting Crew 902 on Summerlin Parkway 3R & Betterment projects due to construction delays and suspensions.

To accommodate this increase of scope, the total amount of the agreement must be increased by \$415,840.00.

The negotiations yielded the following:

- 1. There will be an additional 5,023 total man-hours allotted to this agreement.
- 2. The total negotiated cost for this Amendment, including direct labor, overhead, fee and direct expenses will be \$415,840.00. The new total cost of this Agreement will be \$1,687,310.00.

SERVICE PROVIDER's Transportation Board representative(s):

- Barclay Swan, P.E.
- bswan@4leafinc.com
- (702)426-4140

Reviewed and Approved:

Docusigned by: Sayid Sulaliria

Assistant Director

CONSTRUCTION AUGMENTATION OF CREW 902 FOR THE OVERSIGHT OF THE SUMMERLIN PARKWAY 3R PROJECT

SCOPE OF SERVICES

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure the construction of Project SPSR-0613(001), Summerlin Parkway 3R in Clark County is accomplished in conformance with the plans, specifications, and all other contract documents.

The SERVICE PROVIDER shall provide one (1) Assistant Resident Engineer*, three (3) Level IV Inspectors, one (1) Level I Inspector, three (3) Testers, and three (3) 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 shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

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

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

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

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

The SERVICE PROVIDER shall equip all staff utilizing the AASHTOWare Project Construction & Materials™ program with a Windows 10 based computer with Adobe Pro or other PDF-editing/creating software installed.

All testing personnel shall meet and be certified under the American Concrete Institute (ACI) as

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

The SERVICE PROVIDER shall equip office staff utilizing the AASHTOWare Project Construction & Materials[™] program with a Windows-based computer with Adobe Pro or other PDF-editing/creating software installed.

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

The SERVICE PROVIDER shall provide one (1) field laboratory at 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 B of the RFP. 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.



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

MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors
FROM:	Tracy Larkin Thomason, P.E., Director
SUBJECT:	August 14, 2023 Transportation Board of Directors Meeting
ITEM #13:	Amendment 03, Agreement 548-20-015, with CDM SMITH, INC., for continued support, analysis, and assistance with the Advisory Working Group (AWG) recommendations, statewide, Nevada. – For possible action

Agreement No.:	548-20-015	Amendment No.:	03
Contractor:	CDM Smith, Inc.	Federal:	No
Original Amount:	\$1,795,752.00	Total of Prior Amendments:	\$296,961.00
Amendment Amount:	\$696,000.00	Agreement Type:	Service Provider
Payable Amount:	\$2,788,713.00	Receivable Amount:	\$0.00
Start Date:	8/14/2023	End Date:	7/31/2025
Division:	Project Management	Division Head:	Nick Johnson

Summary:

Amendment 03: Increase authority by \$696,000.00 from \$2,092,713.00 to \$2,788,713.00 due to the need for continued support, analysis, and coordination with stakeholders. The Scope of Services increased to assist the Department over the next two years and through the 2025 legislative session with continued evaluation of funding strategies and alternatives recommended by the AWG.

Background:

Amendment 02: Change of legal name of service provider from Milestone Solutions, LLP, to CDM Smith, Inc., due to purchase and acquisition of Milestone Solutions, LLP.

Amendment 01: Increase authority by \$296,961.00 from \$1,795,752.00 to \$2,092,713.00 to continue performance of studies for alternative and sustainable transportation funding solutions for the

MEMORANDUM Department of Transportation Board of Directors August 2, 2023 Page **2** of **2**

Department's capital improvement program, and to assist in legislative and public outreach activities, and long term implementation efforts.

Original Agreement: Subsequent to AB 413 from the 2021 legislative session, this agreement was procured under RFP 548-20-015 to 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 purposed to evaluate potential options to develop a sustainable transportation funding system, statewide, Nevada. NV. B/L#: NVF20201966440-R Proposers: HDR Engineering, Inc., Milestone Solutions, LLC, Rawlins Infra Consult, LLC.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Approve Amendment 03, Agreement 548-20-015, with CDM SMITH, INC., for continued support, analysis, and assistance with the Advisory Working Group (AWG) recommendations in the amount of \$696,000.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM

July 12, 2023

DS

TO: Sajid Sulahria, Deputy Director

FROM: Nick Johnson, Chief Project Management

SUBJECT: Negotiation Summary for Amendment No. 3 to Master Service Agreement P548-20-015

On February 9, 2021, the Department entered into Master Service Agreement P548-20-015 with CDM Smith, Inc. to perform a study for alternative and sustainable transportation funding solutions for NDOT's capital improvement program, and to assist the Department in legislative and public outreach activities and long-term implementation efforts for identified funding solutions.

On December 8th, 2022, the Department entered into Amendment No. 1 to Master Service Agreement P548-20-015 to assist the Department in additional analysis and support during the 2023 legislative session regarding the final report and recommendations for the sustainable transportation funding solutions developed by the Advisory Working Group.

On February 21, 2023, the Department amended the agreement due to Milestone Solutions, LLC being purchased and acquired by CDM Smith, Inc. This amendment was a contractual change to the Service Provider's name only.

Due to need for continued support, analysis, and coordination with stakeholders, the Scope of Services must be increased to assist the Department over the next two years and through the 2025 legislative session. Please see attached Scope of Services for Amendment No. 3 to Master Service Agreement P548-20-015.

To accommodate this increase of scope, the total amount of the agreement must be increased by \$696,000.00.

Any work executed under this Master Service Agreement, shall be issued by Task Order. The total amount of all Task Orders issued to CDM Smith, Inc. is amended by increasing the dollar amount from Two Million Ninety-Two Thousand Seven Hundred Thirteen and No/100 Dollars (\$2,092,713.00) to Two Million Seven Hundred Eighty-Eight Thousand Seven Hundred Thirteen and No/100 Dollars (\$2,788,713.00).

SERVICE PROVIDER's Transportation Board representative(s):

- CDM Smith, Inc.
- Brian Stewart
- stewartba@cdmsmith.com
- (775) 315-4943

Reviewed and Approved:

DocuSigned by: Sajid Sulalizia 5ABEA92360D14C4. Assistant Director

Nevada DOT Sustainable Transportation Funding project – Amendment #3 Scope of Services

6.0 Project Management

Progress Status Updates Invoicing Project Controls Meetings/Oversight Coordination

7.0 Supporting Legislative Consideration of AWG Recommendations:

- Continued response and analysis of issues or questions from legislative inquiries and working groups (e.g., Chairman Watts' revenue working group)
- Continued drafting of legislative provisions that could advance AWG recommendations for 2025 session
- Continued monitoring of legislative activities and supporting engagement with legislators on topics related to AWG Recommendations
- Stakeholder engagement during interim period

8.0 Supporting NDOT's Implementation of AWG Recommendations and Preparing for Transportation Funding Initiatives

- In coordination with NDOT, engage Nevada DMV to help assess the current situation and type of support DMV might need to implement any new revenue collection mechanisms.
 - In preparation for meetings, prepare all materials, including executive-level briefing papers (2 pages max) on key issues for discussion
 - Information-gathering and listening sessions: organize and facilitate "discovery sessions" with key DMV personnel to better understand their current situation, ongoing or scheduled initiatives (such as IT modernization), ideas, and concerns
 - Develop a work plan for addressing DMV's challenges, issues, and concerns related to implementing new revenue mechanisms. Identify roles and proposed responsibilities to carry out the work plan. Estimate level of effort and resources required.
- Organize and coordinate an NDOT-hosted RUC Peer Exchange with other RUC implementing states (possibly to include those states nearing implementation)
 - To include agencies that have a role in implementation (DMVs -- not just DOTs)
 - To enhance level of effectiveness, prepare and distribute in advance materials for all participants that highlight Nevada's situation, policy and implementation challenges identified, and questions for peer states
 - Typical support for peer exchange meetings
- Support NDOT in documenting and communicating project funding needs
 - Examine, update, and/or refine the transportation funding needs memorandum that was prepared in 2022 in response to elected officials and stakeholders' insistence on "seeing" (or understanding) the transportation funding needs, including project lists

- Include project and service level funding needs for NDOT-managed assets, as well as internal capacity, program delivery, and workforce needs, particularly if a new funding package is advanced
- Design and develop an executive-level summary document of NDOT's transportation funding needs that can be used during legislative hearings, local government meetings, etc.
- Examine new transportation revenue mechanisms considered by AWG in more detail, as well as other options proposed by Governor, individual legislators, agencies, transportation stakeholders
 - Examples include: rates for per-mile fees, fee amounts for EVs (flat fee option), implementation options for tax refunds to consumers, per-kWh charges for EV charging stations, etc.
- Examine potential revenue impacts of increasing fuel efficiency and alternative fuel use within the medium and heavy-duty trucking sector.
- Examine options for adjusting fees associated with oversize/overweight permits to account for road impacts.
- Assess the options for measuring public awareness of transportation funding options present to NDOT for discussion and further consideration



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MEMORANDUM

August 2, 2023

TO: Department of Transportation Board of Directors

FROM: Tracy Larkin Thomason, P.E., Director

SUBJECT: August 14, 2023 | Transportation Board of Directors Meeting

ITEM #14: Amendment 04, Agreement 411-19-016, with NARWHAL MET LLC, DBA THE NARWHAL GROUP, for continued maintenance of the Department's growing Intelligent Transportation Systems (ITS) infrastructure and associated electrical systems, Clark, Nye, Esmeralda, Mineral, and Lincoln Counties, Nevada. – For possible action

Agreement No.:	411-19-016	Amendment No.:	04
Contractor:	Narwhal Met, LLC, dba The Narwhal Group	Federal:	No
Original Amount:	\$1,680,000.00	Total of Prior Amendments:	\$2,695,345.00
Amendment Amount:	\$3,500,000.00	Agreement Type:	Service Provider
Payable Amount:	\$7,875,345.00	Receivable Amount:	\$0.00
Start Date:	8/14/2023	End Date:	6/30/2027
Division:	Traffic Operations	Division Head:	Rod Schilling

Summary:

Amendment 04: Extend Agreement end date from June 30, 2024, to June 30, 2027, and increase authority by \$3,500,000.00 from \$4,375,345.00 to \$7,875,345.00 due to the need to provide continued ITS support for District I's growing safety and operational technologies, update wages, and continue maintenance support services. Additionally, this amendment will extend the maintenance services to maintain support services not captured by the next upcoming four (4)-year ITS maintenance agreement.

Background:

Amendment 03: Executed April 10, 2023, to extend Agreement end date from December 31, 2023, to June 30, 2024, and increase authority by \$1,400,000.00 from \$2,975,345.00 to \$4,375,345.00 due to the need to repair flashing beacon "CHAINS OR SNOW TIRES REQUIRED" signs, roadway lighting and other Intelligent

MEMORANDUM Department of Transportation Board of Directors August 2, 2023 Page **2** of **2**

Transportation Systems (ITS) devises such as weather stations, and for continued maintenance of the growing ITS infrastructure and associated electrical systems.

Amendment 02: Executed July 13, 2021, to increase authority by \$1,295,345.00 from \$1,680,000.00 to \$2,975,345.00 to maintain the growing Intelligent Traffic Systems (ITS) infrastructure and electrical systems.

Amendment 01: Executed January 30, 2020, to change a Master Service Agreement to a Service Agreement. The changes omit the need to follow the task order process through Agreement Services.

Original Agreement: Executed August 19, 2019, in the amount of \$1,680,000.00, to provide maintenance of the growing Intelligent Transportation Systems (ITS) infrastructure and associated electrical systems to include: locating, evaluating, and certifying proper functions; troubleshooting malfunctions; managing preventative maintenance; and repairing, removing and replacing ITS and associated electrical systems, Clark, Nye, Esmeralda, and Lincoln Counties. NV B/L#: NVD20131182395-R

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Approve Amendment 04, Agreement 411-19-016, with NARWHAL MET, LLC, DBA THE NARWHAL GROUP, for continued maintenance of the Department's growing Intelligent Transportation Systems (ITS) infrastructure and associated electrical systems in the amount of \$3,500,000.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM

July 6, 2023

TO: Jenica Keller, Assistant Director

THRU: Rodney Schilling, Chief Traffic Operations Engineer $\int_{K_{s}}^{m}$

FROM: Jae Pullen, Project Manager

SUBJECT: Negotiation Summary for Amendment 4 to Agreement P411-19-016

On August 19, 2019, NDOT entered into agreement P411-19-016 with Narwhal Met LLC, DBA The Narwhal Group to perform maintenance of the DEPARTMENT's growing intelligent transportation systems (ITS) infrastructure and associated electrical systems in District 1.

The Scope of Services includes locating, evaluating, and certifying proper functions; troubleshooting malfunctions; managing preventative maintenance; and repairing, maintaining, 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, flashing beacons, fiber optic network.

Due to the need to provide continued ITS support for District 1's growing safety and operational technologies, update wages, and continue maintenance support services through June 30, 2027, the total amount of the agreement must be increased by \$3,500,000.00. Additionally, the DEPARTMENT desires to extend the maintenance services to maintain support services not captured by the next upcoming 4-year ITS maintenance agreement.

The SERVICE PROVIDER's original estimate for this amendment was \$3,500,000.00.

The negotiations yielded the following:

- 1. There will be an additional 5,022 total person-hours allotted to this agreement.
- 2. The total negotiated cost for this Amendment will be \$3,500,000.00. The new total cost of this Agreement will be \$7,875,345.00.

SERVICE PROVIDER's Transportation Board representative(s):

- Jonny Turner
- jturner@narwhalgroup.com
- (801) 839-5131

Reviewed and Approved:

Jenica Keller __________!(!' #!#\$

Assistant Director

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, OMS, HAR, flashing beacons, ITS cabinets, RWIS, wind warning systems, ramp meters, hub buildings, operation centers, wrong way driver systems, communications systems (both fiber optic and wireless), electrical systems, roadway lighting, and any additional equipment used to support the operation of intelligent roadway systems.

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

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

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

- iii. Maintenance of warning flashers (railroad, pedestrian, etc.) by personnel certified as IMSA Signal Technician Level I 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 RWS 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.
- 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 a needed and a 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 SPs 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 though mutual, written agreement.
 - iii. Work order response, including all necessary data entry, will be managed through NDOT's Mobile MMS, utilizing mobile devices furnished by SP and software system, credentials and virtual access furnished by the Department.
 - iv. Logging of all cabinet entries on physical sign-in sheets at each site.
 - v. SP shall submit regular documentation of work performed and progress as it relates to each task. This may include daily reports.
 - vi. SP shall exclusively assign personnel with appropriate credentials and who meet all NDOT background check requirements.
- 3) Repair of Damage by Others or Force Majeure
 - a This contract will also provide, on an as needed basis, repair of ITS devices damaged by crashes or incidents. In a timely manner, NDOT and SP shall work on a repair strategy and NDOT will issue a task order for repair or replacement of ITS field equipment that is damaged as a result of an crash or incident, this will include but is not limited to RWIS sites, OWS signs, CCTV cameras, flow detectors, loop detectors, ITS cabinets, HAR, flashing chain control signs, beacon signs, ramp meters, fiber optic network, fiber hut

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

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



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MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors
FROM:	Tracy Larkin Thomason, P.E., Director
SUBJECT:	August 14, 2023 Transportation Board of Directors Meeting
ITEM # 15:	REL 23-05 – Relinquishment of the Three Kids Mine material site in Clark County, Nevada – For possible action

Summary:

This item asks the Board to approve the relinquishment of a Nevada Department of Transportation material site, hereafter known as CL 26-01, situated within the area of the Three Kids Mine, and is located south of SR 594 (East Lake Mead Parkway) in Clark County, Nevada.

Background:

The Department obtained two grants from Bureau of Land Management (BLM), NVCC-0021217 (1943) and NEV-065705 (1965), to extract materials from approximately 60-acres of land for the construction and maintenance of Federal Aid Highways, at no cost to the Department. However, the Department never extracted any material or otherwise disturbed the material site.

This material site is located within the Three Kids Mine which is a dormant, open-pit manganese mine that operated between 1917 to 1961. Public Law 113-135, enacted on January 3rd, 2014, legislatively mandates that the Three Kids Mine site shall be conveyed to the Henderson Redevelopment Agency (Henderson) for the purposes of remediating a variety of environmental contaminants, including lead, arsenic, manganese, and petroleum. Public Law 113-135 also stipulates that all costs associated with the remediation action, including environmental assessments, shall be Henderson's responsibility.

As a result, on March 16, 2023, the BLM contacted the Department's Right-of-Way Division, requesting the relinquishment of the Department's interest in CL 26-01 in order to satisfy the Public Law 113-135's mandate.

Analysis:

On June 27, 2023, the Surplus Property Committee reviewed the relinquishment request and considered all relevant factors, appropriate source materials, and future needs, and concluded that:

1. The subject land will not be needed for Federal-Aid Highway purposes in the foreseeable future

MEMORANDUM Department of Transportation Board of Directors August 2, 2023 Page **2** of **2**

- 2. That the release will not adversely affect any facility or the traffic thereon
- 3. The Department's Environmental Division determined that a NEPA assessment is not necessary because the material site is a non-highway facility and there is no FHWA involvement. However, pursuant to Public Law 113-135, a NEPA assessment shall be performed by Henderson as part of the remediation process.

The relinquishment of the Department's interest is in accordance with NRS 408.523(1), Public Law 113-135 and the FHWA-BLM-NDOT Memorandum of Understanding, Chapter 3, pertinent portions are below. The full source material is included as attachments.

Public Law 113-135 – Three Kids Mine Remediation and Reclamation Act

An Act to provide for the conveyance of certain Federal land in Clark County, Nevada, for the environmental remediation and reclamation of the Three Kids Mine Project Site, and for other purposes.

Section 3: Land Conveyance

a) In General – Notwithstanding sections 202 and 203 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1712, 1713), not later than 90 days after the date on which the Secretary determines that the conditions described in subsection (b) have been met, and subject to valid existing rights and applicable law, the Secretary shall convey to the Henderson Redevelopment Agency all right, title, and interest of the United States in and to the Federal land.

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.

BLM-FHWA-NDOT Memorandum of Understanding, Chapter 3 excerpt:

For pre-1982 grants (non-easement deed), NDOT will work directly with BLM. The form in Appendix K will be used to accomplish the relinquishment. The NDOT will notarize and record the document relinquishing its interest in the land, only if the original granting document was recorded.

List of Attachment(s):

- A. Aerial depiction
- B. BLM Grants: NVCC-0021217 (1943) and NEV-065705 (1965)
- C. Public Law 113-135 (HR 697)
- D. NRS 408.523
- E. BLM-FHWA-NDOT Memorandum of Understanding, Chapter 3
- F. Appendix K BLM Material Site Relinquishment Form
- G. Environmental Concurrence Memo

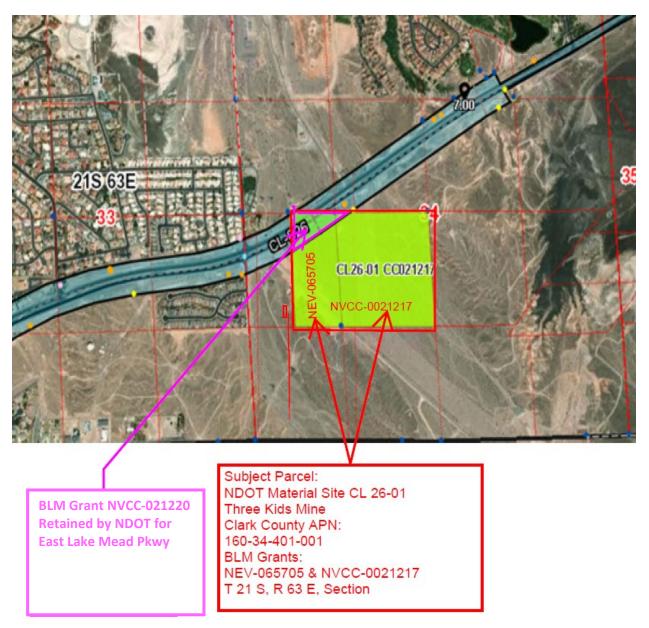
Recommendation for Board Action:

Approve the relinquishment-abandonment of Material Site CL 26-01.

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

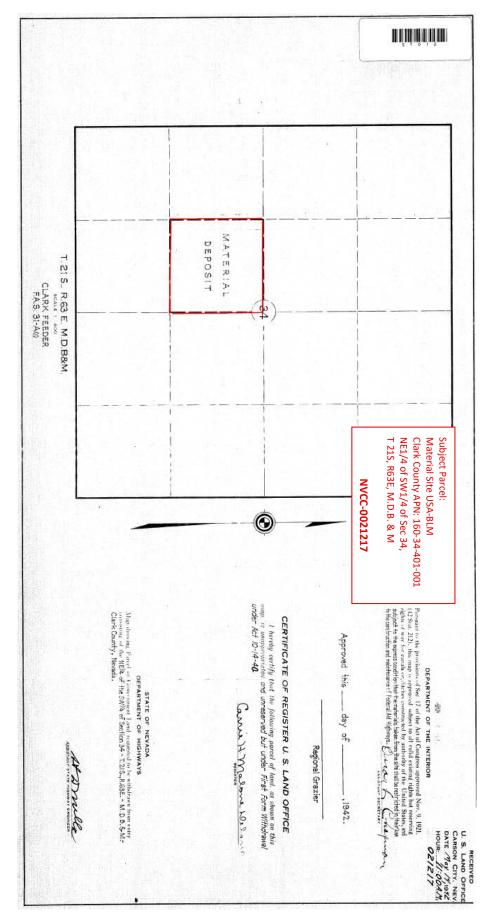
Attachment A



LOCATION MAP

REL 23-05:

Description: Material Site CL 26-01, located south of SR 594 (E. Lake Mead Parkway), Clark County, Nevada. Authorized under BLM ROW Grant, NEV-065705 (1965) and NVCC-0021217 (1943), consisting of 60 acres, more or less.



Attachment B

Nev-065705

NSO-139 (Rev. Jan. '65)

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UNITED STATES DEFARIMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT Nevada Land Office Post Office Box Number 1551 Reno, Nevada 89505

May 6, 1965

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant:

Name and address of grantee:

Map showing location and dimensions of grant:

Map designation:

Date filed:

Permitted use by grantee:

Authority for grant:

Regulations applicable to grant:

Code reference:

Circular number:

Date of grant:

Expiration date of grant:

Rental:

Amount:

Nevada 065705

State of Nevada Department of Highways Carson City, Nevada

Project No. SU-S-539(1)

March 25, 1965

Material Site

Act of August 27, 1958 (72 Stat. 885; 23 U.S.C.)

43 CFR 2234.1 and 2234.2-4

2161

May 6, 1965

None

None

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Associate Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), a right-of way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

- 1. All valid rights existing on the date of grant.
- All applicable regulations in the circular specified above.
- Filing of proof of construction within 7 years of the date of the grant.
- Bureau of Reclamation stipulations signed by the grantee and attached hereto.

Pursuant to 43 CFR 2234.1-3(c), the District Manager, Elko, Nevada, has the authority to conduct all business with the grantee with respect to use of lands and disposition of resources, and the grantee is requested to contact the above-designated official prior to the beginning of construction.

Donald I. Bailey Assistant Manager

10:00

M.

RECEIVED of Land Management NEVADA LAND OFFICE

R7NO, NEVADA

1965

Bue

NEVADA STATE OFFICE

BUREAU OF RECLAMATION

STIPULATION

ł

There is reserved to the United States, its successors and assigns, the prior right to use any of the land herein described to construct, reconstruct, operate and maintain dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, drainage works, flood channels, telephone and telegraph lines, electric transmission lines, roadways and appurtenant irrigation structures, without any payment made by the United States, or its successors and assigns, for such right, with the agreement on the part of the applicant that if the construction or reconstruction of any or all of such dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways or appurtement irrigation . structures across, over or upon said lands should be made more expensive by reason of the existence of improvements or workings of the applicant thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that within thirty days after. demand is made upon the applicant for payment of such sums, the applicant will make payment thereof to the United States, or its successors and assigns, constructing or reconstructing such dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over or upon said lands. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.

Applicant further agrees that the United States, its officers, agents, employees and assigns, shall not be liable for any damage to the improvements or works of the applicant resulting from the construction, reconstruction, operation or maintenance of any of the works hereinabove enumerated.

30-Date

0233

300-8(a)

Orm

Signature

Title

T 3 3 ŝ 34 4 34 W 20114859 PT SP T.215., R.63E. M.D.B. 8.M. T.225, R.63E. M.D.B. &M. MATERIAL N 530C ELINES M SITE PREVIOUSLY WITHDRAWN de. THREE KIDS MIME CC-021217 3 5 Clark County APN: 160-35-401-001 T 21S, R63E, M.D.B. & M E1/2 of NW1/4 of SW1/4 of Sec 34, Material Site USA-BLM Subject Parcel: **NEV-065705** STIPULATION N CONSIDERATION OF THE GRANNING TO THE STATE OF NEWDA, DEPARTMENT OF HIGHWAYS, OF THE ABONE MENTIONED MATERIAL SITE, THE STATE OF NEWDA, INFOLIGH ITS DEPARTMENT OF HIGHWAYS, AGREES TO THE FOLLOWING CONDITIONS ; FOR FEDERAL AID PROJECT NO. SU-S-539(1) SCALE ("= 400' PREVIOUSLY FILED APPLICATIONS AND RESERVATIONS ARE AS FOLLOWS: LALL LOCATED IN A GRAZING DISTRICT. 2.BASIC MANAGEMENT INCORPORATED NEV/OIII/2 3.COLORADO RIVER PROJECT, BUREAU OF RECLAMATION NEV/OS/745 4.SOUTHER IN NEVADA POWER CO. NEV/043492 STATE OF NEVADA - DEPARTMENT OF HIGHWAYS DATE 3.9 MILES NE OF HENDERSON THIS MAP SHOWING A PARCEL OF PRILID LANCE REDUESTED TO BE WHYDRAWN FRAM. GYRTY NS A SIGNEY OF MUESNALS THE WIE ON A REDERAL ALD HORWAY IS FLIED PRISUMT 19 SECTION 37 OF THE FEDERAL HORMAW ACT OF AUDST 721 BBA (12 STAT, 065, 124 U.S.). SAD LANDS REDUESTED TO BE WHYDRAWN GONSISTING OF THE EVZ OF THE WW/4 OF SAU LANDS REDUESTED TO BE WHYDRAWN GONSISTING OF THE EVZ OF THE WW/4 OF SAU LANDS REDUESTED TO BE WHYDRAWN GONSISTING OF THE EVZ OF THE WW/4 OF BUREAU OF PUBLIC ROADS U.S. DEPARTMENT OF COMMERCE An DIVISION ENGINEER 3 0 ç. . March 23, 1965 . ŗ, THAT THE MATERIALS TO BE REMOVED SWALL BE RESTRICTED IN THEIR USE TO FECENAL AD HIGHWAYS. TO COMPLY WITH AND BE BOLUND BY THE TERMS AND CONDITIONS OF TITLE 43, OCFR. 24-43, UNITO INI MICLUSHE, AS REVISED, AND THE CONDITIONS OF THE SPECIAL STIPLALTION MATERIAL SITES. THAT SAID LANCE ARE BAREET TO ALL MALE EXISTING RIGHTS ARE TO RIGHTS OF MAY FOR DITCHES AND CAMALS CONSTRUCTED BY AUTHORITY OF THE UNITED SATES THAT SAID LANCE ARE SUBJECT TO LEASING UNDER THE ACT OF FEBRUARY 25,1920, AS TO LEASABLE MINERALS. THAT WHEN USE OF THE MATERIAL SITE IS COMPLETED, IT WILL BE LEFT IN SUCH CONDITION AS NOT TO CONSTITUTE A HAZARD FOR LIVESTOCK. DATE MARCH 16,1965 STATE OF NEVADA, DEPARTMENT OF HIGHWAYS COUNTY - CLARK SR - 41 CL - 26 APPLICATION LEVEN STATE HIGHWAY ENGINEER Atoknowed May 6, 1965

Attachment B

One Hundred Thirteenth Congress of the United States of America

AT THE SECOND SESSION

Begun and held at the City of Washington on Friday, the third day of January, two thousand and fourteen

An Act

To provide for the conveyance of certain Federal land in Clark County, Nevada, for the environmental remediation and reclamation of the Three Kids Mine Project Site, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Three Kids Mine Remediation and Reclamation Act".

SEC. 2. DEFINITIONS.

In this Act:

(1) FEDERAL LAND.—The term "Federal land" means the approximately 948 acres of Bureau of Reclamation and Bureau of Land Management land within the Three Kids Mine Project Site, as depicted on the map.

(2) HAZARDOUS SUBSTANCE; POLLUTANT OR CONTAMINANT; REMEDY.—The terms "hazardous substance", "pollutant or contaminant", and "remedy" have the meanings given those terms in section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601).

(3) HENDERSON REDEVELOPMENT AGENCY.—The term "Henderson Redevelopment Agency" means the redevelopment agency of the City of Henderson, Nevada, established and authorized to transact business and exercise the powers of the agency in accordance with the Nevada Community Redevelopment Law (Nev. Rev. Stat. 279.382 to 279.685).

(4) MAP.—The term "map" means the map entitled "Three Kids Mine Project Area" and dated February 6, 2012.

(5) RESPONSIBLE PARTY.—The term "Responsible Party" means the private sector entity designated by the Henderson Redevelopment Agency, and approved by the State of Nevada, to complete the assessment, remediation, reclamation and redevelopment of the Three Kids Mine Project Site).

(6) SECRETARY.—The term "Secretary" means the Secretary of the Interior.

(7) STATE.—The term "State" means the State of Nevada.

(8) THREE KIDS MINE PROJECT SITE.—The term "Three Kids Mine Project Site" means the approximately 1,262 acres of land that is—

(A) comprised of-

(i) the Federal land; and

(ii) the approximately 314 acres of adjacent non-Federal land; and

(B) depicted as the "Three Kids Mine Project Site" on the map.

SEC. 3. LAND CONVEYANCE.

(a) IN GENERAL.—Notwithstanding sections 202 and 203 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1712, 1713), not later than 90 days after the date on which the Secretary determines that the conditions described in subsection (b) have been met, and subject to valid existing rights and applicable law, the Secretary shall convey to the Henderson Redevelopment Agency all right, title, and interest of the United States in and to the Federal land.

(b) CONDITIONS.-

APPRAISAL; FAIR MARKET VALUE.—

(A) IN GENERAL.—As consideration for the conveyance under subsection (a), the Henderson Redevelopment Agency shall pay the fair market value of the Federal land, if any, as determined under subparagraph (B) and as adjusted under subparagraph (F).

(B) APPRAISAL.—The Secretary shall determine the fair market value of the Federal land based on an appraisal—

 (i) that is conducted in accordance with nationally recognized appraisal standards, including—

(I) the Uniform Appraisal Standards for Federal Land Acquisitions; and

(II) the Uniform Standards of Professional Appraisal Practice; and

(ii) that does not take into account any existing contamination associated with historical mining on the Federal land.

(C) REMEDIATION AND RECLAMATION COSTS .-

(i) IN GENERAL.—The Secretary shall prepare a reasonable estimate of the costs to assess, remediate, and reclaim the Three Kids Mine Project Site.

(ii) CONSIDERATIONS.—The estimate prepared under clause (i) shall be—

(I) based on the results of a comprehensive Phase II environmental site assessment of the Three Kids Mine Project Site prepared by the Henderson Redevelopment Agency or a Responsible Party that has been approved by the State; and

(II) prepared in accordance with the current version of the ASTM International Standard E– 2137–06 (2011) entitled "Standard Guide for Estimating Monetary Costs and Liabilities for Environmental Matters".

(iii) ASSESSMENT REQUIREMENTS.—The Phase II environmental site assessment prepared under clause (ii)(I) shall, without limiting any additional requirements that may be required by the State, be conducted in accordance with the procedures of—

(I) the most recent version of ASTM International Standard E-1527-05 entitled "Standard Practice for Environmental Site Assessments:

Phase I Environmental Site Assessment Process"; and

(II) the most recent version of ASTM International Standard E-1903-11 entitled "Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process".

(iv) REVIEW OF CERTAIN INFORMATION.-

(I) IN GENERAL.—The Secretary shall review and consider cost information proffered by the Henderson Redevelopment Agency, the Responsible Party, and the State in the preparation of the estimate under this subparagraph.

(II) FINAL DETERMINATION.—If there is a disagreement among the Secretary, Henderson Redevelopment Agency, and the State over the reasonable estimate of costs under this subparagraph, the parties shall jointly select 1 or more experts to assist the Secretary in making the final estimate of the costs.

(D) DEADLINE.—Not later than 30 days after the date of enactment of this Act, the Secretary shall begin the appraisal and cost estimates under subparagraphs (B) and (C), respectively.

(E) APPRAISAL COSTS.—The Henderson Redevelopment Agency or the Responsible Party shall reimburse the Secretary for the costs incurred in performing the appraisal under subparagraph (B).

(F) ADJUSTMENT.—The Secretary shall administratively adjust the fair market value of the Federal land, as determined under subparagraph (B), based on the estimate of remediation, and reclamation costs, as determined under subparagraph (C).

(2) MINE REMEDIATION AND RECLAMATION AGREEMENT EXECUTED.—

(A) IN GENERAL.—The conveyance under subsection (a) shall be contingent on—

(i) the Secretary receiving from the State written notification that a mine remediation and reclamation agreement has been executed in accordance with subparagraph (B); and

(ii) the Secretary concurring, not later than 30 days after the date of receipt of the written notification under clause (i), that the requirements under subparagraph (B) have been met.

(B) REQUIREMENTS.—The mine remediation and reclamation agreement required under subparagraph (A) shall be an enforceable consent order or agreement between the State and the Responsible Party who will be obligated to perform under the consent order or agreement administered by the State that—

(i) obligates the Responsible Party to perform, after the conveyance of the Federal land under this Act, the remediation and reclamation work at the Three Kids Mine Project Site necessary to ensure all remedial actions necessary to protect human health and the environment with respect to any hazardous substances,

pollutant, or contaminant will be taken, in accordance with all Federal, State, and local requirements; and

(ii) contains provisions determined to be necessary by the State and the Henderson Redevelopment Agency, including financial assurance provisions to ensure the completion of the remedy.

(3) NOTIFICATION FROM AGENCY.—As a condition of the conveyance under subsection (a), not later than 90 days after the date of execution of the mine remediation and reclamation agreement required under paragraph (2), the Secretary shall accept written notification from the Henderson Redevelopment Agency that the Henderson Redevelopment Agency is prepared to accept conveyance of the Federal land under subsection (a).

SEC. 4. WITHDRAWAL.

(a) IN GENERAL.—Subject to valid existing rights, for the 10year period beginning on the earlier of the date of enactment of this Act or the date of the conveyance required by this Act, the Federal land is withdrawn from all forms of—

 entry, appropriation, operation, or disposal under the public land laws;

(2) location, entry, and patent under the mining laws; and

(3) disposition under the mineral leasing, mineral materials, and the geothermal leasing laws.

(b) EXISTING RECLAMATION WITHDRAWALS.—Subject to valid existing rights, any withdrawal under the public land laws that includes all or any portion of the Federal land for which the Bureau of Reclamation has determined that the Bureau of Reclamation has no further need under applicable law is relinquished and revoked solely to the extent necessary—

(1) to exclude from the withdrawal the property that is no longer needed; and

(2) to allow for the immediate conveyance of the Federal land as required under this Act.

(c) EXISTING RECLAMATION PROJECT AND PERMITTED FACILI-TIES.—Except as provided in subsection (a), nothing in this Act diminishes, hinders, or interferes with the exclusive and perpetual use by the existing rights holders for the operation, maintenance, and improvement of water conveyance infrastructure and facilities, including all necessary ingress and egress, situated on the Federal land that were constructed or permitted by the Bureau of Reclamation before the effective date of this Act.

SEC. 5. ACEC BOUNDARY ADJUSTMENT.

Notwithstanding section 203 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1713), the boundary of the River Mountains Area of Critical Environmental Concern (NVN 76884) is adjusted to exclude any portion of the Three Kids Mine Project Site consistent with the map.

SEC. 6. RESPONSIBILITIES OF THE PARTIES.

(a) RESPONSIBILITY OF PARTIES TO MINE REMEDIATION AND RECLAMATION AGREEMENT.—On completion of the conveyance under section 3, the responsibility for complying with the mine remediation and reclamation agreement executed under section 3(b)(2) shall apply to the Responsible Party and the State of Nevada.

(b) SAVINGS PROVISION.—If the conveyance under this Act has occurred, but the terms of the agreement executed under section 3(b)(2) have not been met, nothing in this Act—

(1) affects the responsibility of the Secretary to take any additional response action necessary to protect public health and the environment from a release or the threat of a release of a hazardous substance, pollutant, or contaminant; or

(2) unless otherwise expressly provided, modifies, limits, or otherwise affects—

(A) the application of, or obligation to comply with, any law, including any environmental or public health law; or

(B) the authority of the United States to enforce compliance with the requirements of any law or the agreement executed under section 3(b)(2).

SEC. 7. SOUTHERN NEVADA PUBLIC LANDS MANAGEMENT ACT.

Southern Nevada Public Land Management Act of 1998 (31 U.S.C. 6901 note; Public Law 105-263) shall not apply to land conveyed under this Act.

Speaker of the House of Representatives.

Vice President of the United States and President of the Senate.

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 <u>NRS 408.533</u>.

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 <u>1960, 68; A 1981, 707; 1987, 1811; 1989, 1307</u>)

Attachment E

CHAPTER 3

ABANDONMENT-RELINQUISHMENT

HIGHWAY RIGHT-OF-WAY AND MATERIAL SITES

For appropriated lands transferred by easement deed from FHWA to NDOT, the NDOT and BLM will coordinate to meet all regulations affecting abandonment and agree on a restoration and rehabilitation plan. The NDOT will submit the proposed abandonment to FHWA for concurrence. After approval by Resolution by the NDOT Board of Directors, the NDOT will file maps depicting the area to be abandoned with FHWA. The FHWA will submit the proposal to BLM. The BLM will review the site to assure restoration and rehabilitation has been completed. When restoration and rehabilitation is accepted by the Federal agencies, NDOT will relinquish interest (quit claim deed or other formal document) in the lands to the United States. The NDOT will forward a recorded copy of the quit claim deed to FHWA and to BLM. The appropriate BLM administrating office will issue a decision accepting the abandonment-relinquishment to FHWA and inform NDOT.

For pre-1982 grants (non easement deed), NDOT will work directly with BLM. The form in Appendix K will be used to accomplish the relinquishment. The NDOT will notarize and record the document relinquishing its interest in the land, only if the original granting document was recorded.

Attachment F

RELINQUISHMENT OF BLM LAND USE AUTHORIZATION

Serial Number:	NEV-065705 &
	NVCC-
	0021217

I HEREBY relinquish to the United States any and all rights and interests the Department of Transportation may have obtained by reason of the approval of the right-of-way grant by the Bureau of Land Management in the above-identified case insofar as:

 \bowtie

all the lands described are concerned

only the following described lands are concerned

Section	/	Township	/	Range	/	Subdivision
34		21 South		63 East		E1/2 OF NW1/4 OF SW1/4
34		21 South		63 East		NE1/4 OF SW1/4

Meridian	/ (County	/	State	1	Acres
M.D.B.M	Clar	·k	N	evada	20.0	0
M.D.B.M	Clar	'k	N	evada	40.0	0

Date

Craig Reynoldson, Chief Right-of-Way Agent Right-of-Way Division

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



MEMORANDUM

Environmental Division

June 13, 2023

To: From:	Craig Van Ortman, Right-of-Way Staff Specialist Christopher Young, Chief, Environmental Services Program
Subject:	Environmental Review
-	Surplus No.: ABD 23-05/REL 23-05

As this action is being legislatively compelled upon the agencies who possess ownership or deeded rights and not at the request of NDOT a formal environmental review is not required by NDOT.

If the lands in question involved NDOT fee simple ownership, then NDOT would provide an environmental review of those owned parcels. There are none, so NDOT is not required to address any potential environmental impacts.

The federal agency with jurisdiction over the federal lands being transferred is responsible for addressing any potential environmental impacts associated with the transfer of land from federal control to the City of Henderson.

EC: Project E-File



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

MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors
FROM:	Tracy Larkin Thomason, P.E., Director
SUBJECT:	August 14, 2023 Transportation Board of Directors Meeting
ITEM # 16:	SUR 18-17 – Disposal of a surplus parcel of land within Las Vegas, Clark County, Nevada – For possible action

Summary:

This item asks the Board to approve the disposal of the Department's fee ownership of a parcel of vacant land along Interstate 15 at Silver Avenue, City of Las Vegas, State of Nevada. The parcel of vacant land proposed for disposal is designated I-015-CL-041.188 XS1 and consists of approximately 32,698 SQ. FT. (0.75 acres) of vacant land, as depicted on the attached Location Map (see Attachment A) and Right-of-Way Sketch Map (see Attachment B). It was determined by the Department that the parcel of land is no longer needed for highway purposes and, in accordance with NRS.533, requires Board approval for disposal.

Background:

This parcel of land is a remnant of two former parcels of land that the Department acquired on July 13, 2016, for the construction of Project NEON. The cost to acquire the two former parcels was \$500,000.00 through a Final Order of Condemnation.

Analysis:

On May 25, 2021, the Surplus Property Committee reviewed the parcel and considered all relevant factors including the appropriate provisions of NRS 408 and future needs of the Department. The Department procured an appraisal of the parcel which concluded the fair market value of \$390,000.00 on September 01, 2022. The Committee concluded that the disposal of this parcel is in the best interest of the state.

A Notice of Intent to Dispose of the property was published in the local newspaper and the Department received no responses.

The proposed disposal of the Department's fee interest in this parcel (SUR 18-17) will be made in accordance with NRS 408.533. Pertinent portions are below (Attachment D).

MEMORANDUM Department of Transportation Board of Directors August 2, 2023 Page **2** of **2**

NRS 408.533 Disposal of Highways.

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

List of Attachment(s):

- A. Location Map
- B. Sketch Map
- C. Environmental Approval
- D. NRS 408.533

Recommendation for Board Action:

Approve the disposal of surplus parcel designated as Parcel I-015-CL-041.188 XS1 by public auction or sealed bid.

Prepared by:

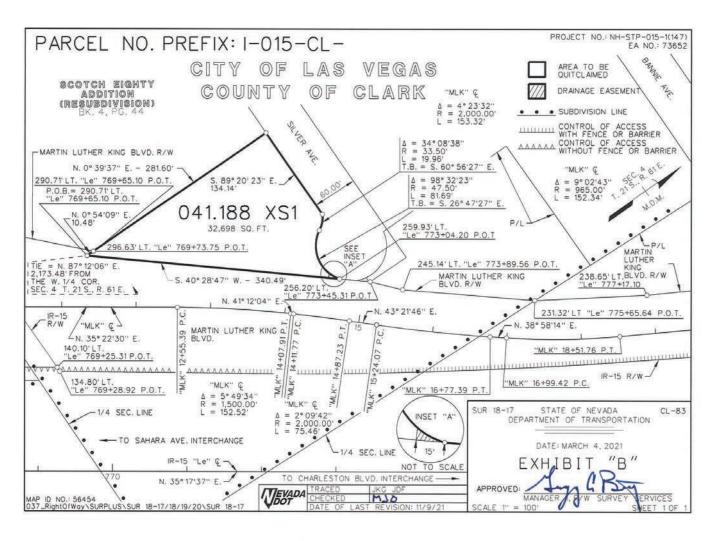
Craig Reynoldson, Chief Right-of-Way Agent



LOCATION MAP

SUR 18-17 DESCRIPTION: IR-15 at Silver Ave in the City of Las Vegas, County of Clark, State of Nevada

ATTACHMENT B



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.:	SUR 18-17
Project No.:	NH-STP-015-1(147)
PIN:	73652
Parcel Number:	I-015-CI -041 188 XS1
Parcel Number:	I-015-CL-041.188 XS1
Description:	IR-15 at Silver Ave. in the City of Las Vegas, County of Clark

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

VIEVADA DOT

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

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.

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
	s the project contain actions described in paragraphs (c)(26), (c)(27), (c)(28) that meet graph (e) of this section? If yes, coordinate a FACE with FHWA.	No
betw	s the project exceed the thresholds outlined in the current Programmatic Agreement een the Federal Highway Administration (FHWA) and Nevada Department of sportation?	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	No
iii.	displacements. 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
Х.	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
outlin (FHW Categ	project has been reviewed, qualifies as a PCE, and does not exceed the thresholds ed in the current Programmatic Agreement between the Federal Highway Administ (A) and Nevada Department of Transportation (NDOT) that would necessitate issui gorical Exclusion for FHWA approval (FACE). The necessary action and document e kept in the project file. Contact NDOT Environmental Division for assistance.)	ration ng a

Approved

Christopher C. Goung Christopher Young

Christopher Young Chief, Environmental Services Program

NRS 408.533 Disposal of property.

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

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

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

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

(1) There is no access to the property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

MEMORANDUM

August 2, 2023

TO:	Department of Transportation Board of Directors
FROM:	Tracy Larkin Thomason, P.E., Director
SUBJECT:	August 14, 2023 Transportation Board of Directors Meeting
ITEM # 17:	SUR 18-18 – Disposal of a surplus parcel of land within Las Vegas, Clark County, Nevada – For possible action

Summary:

This item asks the Board to approve the disposal of the Department's fee ownership of a parcel of vacant land along Interstate 15 at Silver Avenue, City of Las Vegas, State of Nevada. The parcel of vacant land proposed for disposal is designated as I-015-CL-041.248 XS1 and consists of approximately 60,309 SQ. FT. (1.38 acres) of vacant land, as depicted on the attached Location Map (see Attachment A) and Right-of-Way Sketch Map (see Attachment B). It was determined by the Department that the parcel of land is no longer needed for highway purposes and, in accordance with NRS.533, requires Board approval for disposal.

Background:

This parcel of land is a remnant of three former parcels of land that the Department acquired on August 2, 2017, for the construction of Project NEON. The cost to acquire the three former parcels was \$681,889.00 through a Final Order of Condemnation.

Analysis:

On May 25, 2021, the Surplus Property Committee reviewed the surplus and considered all relevant factors including the appropriate provisions of NRS 408 and future needs of the Department. The Department procured an appraisal of the parcel which concluded the fair market value of \$660,000.00 on December 01, 2022. The Committee concluded that the disposal of this parcel is in the best interest of the state.

A Notice of Intent to Dispose of the property was published in the local newspaper and the Department received no responses.

The proposed disposal of the Department's fee interest in this parcel (SUR 18-18) will be made in accordance with NRS 408.533. Pertinent portions are below (Entire statue attached).

MEMORANDUM Department of Transportation Board of Directors August 2, 2023 Page **2** of **2**

NRS 408.533 Disposal of Highways.

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

List of Attachment(s):

- A. Location Map
- B. Sketch Map
- C. Environmental Approval
- D. NRS 408.533

Recommendation for Board Action:

Approve the disposal of surplus parcel designated as Parcel I-015-CL-041.248 XS1 by public auction or sealed bid.

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

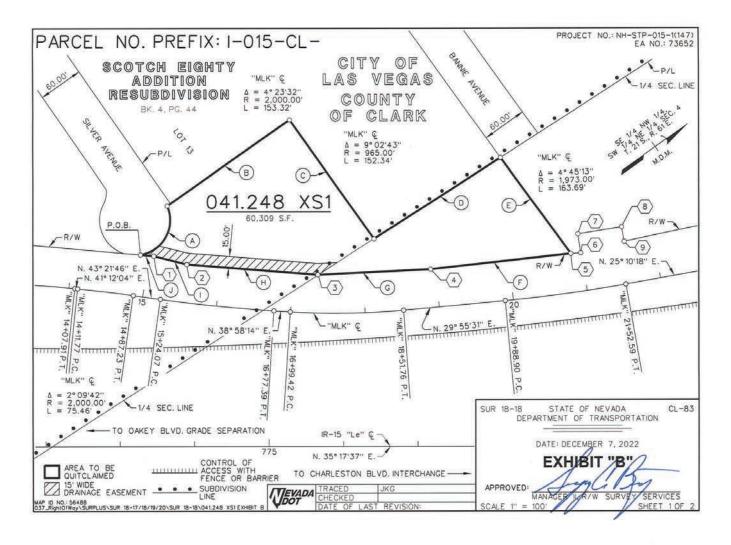
ATTACHMENT A



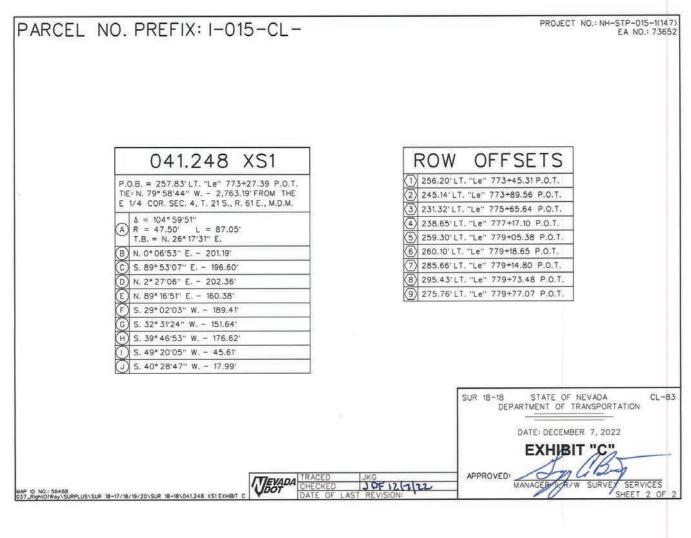
SUR 18-18 **DESCRIPTION: IR-15 at Silver Ave** in the City of Las Vegas, County of Clark, State of Nevada

LOCATION MAP

ATTACHMENT B



ATTACHMENT B



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

MEMORANDUM

Environmental Division

January 12, 2023

To:	Project File
From:	Christopher Young, Chief, Environmental Services Program
Subject:	Programmatic Categorical Exclusion and Checklist
Surplus No.:	SUR 18-18
Project No.:	NH-STP-015-1(147)
PIN:	73652
Parcel Number:	I-015-CL-041.248 XS1
Description:	IR-15 at Silver Ave. in the City of Las Vegas, County of Clark

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

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.

If NO, continue to Section II.

Section II. PROGRAMMATIC CATEGORICAL EXCLUSION (PCE)

	The project action is listed in 22 OED 771 117 (a)	N/A
	The project action is listed in 23 CFR 771.117 (c)	
	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
D	$\frac{1}{2}$	N.L.
	s the project contain actions described in paragraphs (c)(26), (c)(27), (c)(28) that meet graph (e) of this section? If yes, coordinate a FACE with FHWA.	No
betw	s the project exceed the thresholds outlined in the current Programmatic Agreement reen the Federal Highway Administration (FHWA) and Nevada Department of sportation?	No
Hall	sponation	
	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	No
	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.	
ii.	Involves acquisitions that result in any residential or non-residential	No
	displacements.	
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,	No
	bridge, or ramps, that would result in major traffic disruptions as defined in the CE PA	
v.	Involves changes in access control that adversely affect traffic patterns as	No
	defined in the CE PA.	
vi.	Results in a determination of adverse effect on historic properties pursuant to	No
	Section 106 the National Historic Preservation Act.	
vii.	Requires the use of properties protected by Section 4(f) of the Department of	No
	Transportation Act (49 U.S.C. 303) that cannot be documented with an FHWA	
	de minimis determination, or a programmatic Section 4(f) evaluation other than	
	the programmatic evaluation for the use of historic bridges.	
viii.	Requires the acquisition of lands under the protection of Section 6(f) as	No
	described in the CE PA.	
ix.	Requires a U.S. Army Corps of Engineers Section 404 permit other than a	No
	Nationwide Permit or a General Permit.	
х.	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
outlin (FHW Categ	project has been reviewed, qualifies as a PCE, and does not exceed the thresholds ed in the current Programmatic Agreement between the Federal Highway Administ (A) and Nevada Department of Transportation (NDOT) that would necessitate issui gorical Exclusion for FHWA approval (FACE). The necessary action and document e kept in the project file. Contact NDOT Environmental Division for assistance.)	ration ng a

Approved

Christopher C. Goung Christopher Young

Christopher Young Chief, Environmental Services Program

NRS 408.533 Disposal of property.

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

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

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

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

(1) There is no access to the property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

MEMORANDUM

August 2, 2023

TO: Department of Transportation Board of Directors

FROM: Tracy Larkin Thomason, P.E., Director

SUBJECT: August 14, 2023 | Transportation Board of Directors Meeting

ITEM # 18: 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 June 9, 2023, through July 13, 2023.
- Agreements under \$300,000 executed June 9, 2023, through July 13, 2023.
- Settlements/Judgments which were presented for approval to the Board of Examiners June 9, 2023, through July 13, 2023.

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 executed by the Governor in his capacity as Board Chairman. The projects are part of the STIP document

MEMORANDUM Department of Transportation Board of Directors August 2, 2023 Page **2** of **2**

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 June 9, 2023, through July 13, 2023, and agreements executed by the department from June 9, 2023, through July 13, 2023. There are no settlements during the reporting period.

Analysis:

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

List of Attachments:

- A. State of Nevada Department of Transportation Contracts Awarded Under \$5,000,000, June 9, 2023, through July 13, 2023.
- B. State of Nevada Department of Transportation Executed Agreements Informational, June 9, 2023, through July 13, 2023.

Recommendation for Board Action:

Informational item only

Prepared by:

Administrative Services Division

STATE OF NEVADA DEPARTMENT OF TRANSPORTATION CONTRACTS AWARDED – INFORMATIONAL June 9, 2023, through July 13, 2023

1. June 8, 2023, at 2:30 PM the following bids were opened for Contract **3984**, Project No. SPF-093-2(024), on US 93, in Lincoln County, for chip seal – contractor warranty.

Intermountain Slurry Seal, Inc	\$2,488,759.95
Sierra Nevada Construction, Inc	

gineer's Estimate\$2,038,4	26.94
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The Director awarded the contract on June 27, 2023, to Intermountain Slurry Seal, Inc. in the amount of \$2,488,759.95.

2. June 8, 2023, at 3:00 PM the following bids were opened for Contract **3985**, Project No. SPF-095-5(037), on US 95, in Mineral County, for chip seal – contractor warranty.

Intermountain Slurry Seal, Inc	\$1,828,858.15
Sierra Nevada Construction, Inc	

Engineer's Estimate.....\$1,073,147.95

The Director awarded the contract on June 27, 2023, to Intermountain Slurry Seal, Inc. in the amount of \$1,828,858.15.

3. June 8, 2023, at 1:30 PM the following bids were opened for Contract **3986**, Project No. SPSR-0400(001), on SR 400, in Pershing County, for chip seal.

Intermountain Slurry Seal, Inc	\$1,817,527.50
Sierra Nevada Construction, Inc	\$2,574,007.00

Engineer's Estimate.....\$1,391,900.23

The Director awarded the contract on June 27, 2023, to Intermountain Slurry Seal, Inc. in the amount of \$1,817,527.50.

4. June 22, 2023, at 3:00 PM the following bids were opened for Contract **3990**, Project No. SPF-093-2(025), on US 93, in Lincoln County, for 3/8" chip seal with areas of patching.

Intermountain Slurry Seal, Inc	\$3,254,503.00
Sierra Nevada Construction, Inc	
W.W. Clyde & Co	
····· • , • • •···	

Engineer's Estimate.....\$1,870,137.50

The Director awarded the contract on July 6, 2023, to Intermountain Slurry Seal, Inc. in the amount of \$3,254,503.00.

5. June 15, 2023, at 2:30 PM the following bids were opened for Contract **3991**, Project No. SPI-080-1(094), on I-80, Lockwood Interchange Westbound on-ramp, in Washoe County, to widen existing on-ramp to lengthen acceleration lane.

Granite Construction Company	\$1,475,475.00
Q & D Construction LLC	

Engineer's Estimate.....\$1,402,051.19

The Director awarded the contract on July 5, 2023, to Granite Construction Company in the amount of \$1,475,475.00.

 June 8, 2023, at 2:00 PM the following bids were opened for Contract **3992**, Project No. SPSR-0359(002), on SR 359 in Hawthorne, from First Street to Fifth Street, US 95 from P Street to Tenth Street and F Street to US 95, in Mineral County, for ADA improvements, pedestrian ramps, sidewalks, detectable warnings, driveway approaches, and a pedestrian crossing.

Q & D Construction LLC	\$3.816.000.00
Road and Highway Builders LLC	

Engineer's Estimate.....\$2,249,306.11

The Director awarded the contract on July 3, 2023, to Q & D Construction LLC in the amount of \$3,816,000.00.

7. June 28, 2023, for Emergency Contract **831-23**, on SR 317, in Lincoln County, for emergency response including cleaning of culverts in multiple locations with vacuum truck, reshoulder, restore/build up existing berms, patch roadway as needed, full reconstruction of roadway as directed by the engineer, and traffic control.

The Director awarded the contract on June 28, 2023, to W.W. Clyde & Co. in the amount of \$1,200,000.00.

Executed Agreements - Informational June 9, 2023 through July 13, 2023																		
Line No.	Agreement No.	t Ameno 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	
1	28123	00	MM HOLDINGS, LLC	PUBLIC HIGHWAY AGREEMENT	Y	\$25,000.00	-	-	\$25,000.00	-	06/23/2023	06/30/2025	-	Acquisition	Right-of-Way	Sajid	Craig	06 US EA 00
2	28423	00	COLLIERS INTERNATIONAL VALUATION AND ADVISORY SERVICES, LLC	APPRAISAL	N	\$7,000.00	-	-	\$7,000.00	-	06/30/2023	06/30/2024	-	Appraisal	Right-of-Way	Sajid	Craig	06 LE TH RI N
3	21223	00	NEVADA TAHOE CONSERVATION	DRAINAGE DESIGN AND CONSTRUCTION	N	\$2,000,000.00	-	-	\$2,000,000.00	-	06/15/2023	06/30/2025	-	Cooperative	Hydraulics	Sajid	Tom	
4	32923	00	NEVADA BARRICADE & SIGN COMPANY, INC.	EMERGENCY TRAFFIC CONTROL	N	\$70,000.00	-	-	\$70,000.00	-	12/22/2022	01/17/2024	-	Emergency	District III	Jeff	Sami	12 E/ O N
5	12823	00	NEVADA BARRICADE & SIGN COMPANY, INC.	EMERGENCY RUMBLE STRIP INSTALLATION	N	\$69,975.00	-	-	\$69,975.00	-	03/22/2023	09/30/2023	-	Emergency	District I	Jeff	Mario	03 FI N
6	27023	00	NV ENERGY	INSTALLATION OF AMPERAGE SERVICE	Y	\$4,639.00	-	-	\$4,639.00	-	06/07/2023	06/30/2028	-	Facility	Right-of-Way	Sajid	Craig	06 TH N
7	27223	00	NV ENERGY	ELECTRIC SERVICE	N	\$1,000.00	-	-	\$1,000.00	-	06/07/2023	06/30/2028	-	Facility	Right-of-Way	Sajid	Craig	06 R D C
8	28923	00	SOUTHWEST GAS CORPORATION	REIMBURSEMENT	Y	\$38,661.30	-	-	\$38,661.30	-	07/05/2023	07/31/2028	-	Facility	Right-of-Way	Sajid	Craig	07 A1 IN W
9	28523	00	UNION PACIFIC RAILROAD COMPANY	PRELIMINARY ENGINEERING	N	\$25,000.00	-	-	\$25,000.00	-	07/03/2023	06/30/2028	-	Facility	Right-of-Way	Sajid	Craig	07 P2 TI N
10	25923	00	UNION PACIFIC RAILROAD COMPANY	WIRELINE CROSSING	N	\$5,000.00	-	-	\$5,000.00	-	05/19/2023	06/30/2028	-	Facility	Right-of-Way	Sajid	Craig	05 W D TI N
11	27623	00	UNION PACIFIC RAILROAD COMPANY	PUBLIC HIGHWAY MAINTENANCE	Y	\$50,000.00	-	-	\$50,000.00	-	06/14/2023	06/30/2028	-	Facility	Right-of-Way	Sajid	Craig	00 U C IN W
12	21123	00	TAHOE RESOURCE CONSERVATION	STORM WATER MONITORING	N	\$100,000.00	-	-	\$100,000.00	-	07/03/2023	06/30/2025	-	Interlocal	Hydraulics	Sajid	Tom	07 SI C N
13	09921	01	ANNIE'S JANITORIAL	JANITORIAL SERVICES	N	\$175,000.00	-	\$60,000.00	\$235,000.00	-	04/14/2021	12/31/2023	06/20/2023	Service Provider	District II	Jeff	Mike	Al T(04 C
14	23323	00	C G & B ENTERPRISES, INC.	INSTALLATION OF CONCRETE PIPE	N	\$156,797.00	-	-	\$156,797.00	-	07/12/2023	12/31/2023	-	Service Provider	Maintenance an Asset Management	d Jenica	Anita	07 BI PI
15	31223	00	CASHMAN EQUIPMENT COMPANY	REPLACEMENT OF ENGINE SEAL	N	\$25,000.00	-	-	\$25,000.00	-	06/08/2023	08/31/2023	-	Service Provider	District II	Jeff	Mike	06 M

State of Nevada Department of Transportation Executed Agreements - Informational

Notes

06-23-23: PERFORM UPGRADES TO EXISTING DRAINAGE FACILITIES IN TONOPAH ALONG US 6 FOR ONE (1) FEE AQUISITION PARCEL U-006-NY-000.527, ONE (1) PERMANENT EASEMENT PARCEL. U-006-NY-000.527PE1, AND ONE (1) TEMPORARY EASEMENT PARCEL U-006-NY-OOO.527TE1, NV B/L#: NVD20131599737

06-30-23: THE PRIMARY TERM OF LEASE AGREEMENT R489-21-030 HAS ENDED AND THE LESSEE (GRACE PRESBYTERIAN CHURCH) DISIRES TO EXERCISE THE OPTION TO RENEW THE LEASE, AN APPRAISAL IS NEEDED TO DETERMINE THE RENTAL RATE FOR THE LEASE RENEWEL OF PARCEL NUMBER 1-015-CL-041.593 LE1, CLARK COUNTY. NV B/L#: NVF20111718075

06-15-23: FACILITATION OF CONTINUED PLANNING, DESIGN, AND CONSTRUCTION OF DRAINAGE TO IMPROVE WATER QUALITY AND EROSION CONTROL AND TO MITIGATE DETERIORATION AND EROSIONAL PROCESSES CAUSED BY DEVELOPMENT, AND HUMAN ACTIVITIES WHICH ARE DAMAGING TO THE ENVIRONMENT, PRIVATE PROPERTY, AND THE DEPARTMENT'S INFRASTRUCTURE WITHIN THE TAHOE BASIN, WASHOE, CARSON CITY, AND DOUGLAS COUNTIES. NV B/L#: EXEMPT

12-22-22: STRUCTURE (I-1255) SUFFERED DAMAGE FROM A HIGH LOAD IMPACT TRAVELING EASTBOUND ON INTERSTATE 80 (I-80) AND IT IS NECESSARY TO RESTRICT TRAFFIC TO ONE (1) LANE UNTIL THE STRUCTURE IS REPAIRED, HUMBOLDT COUNTY. NV B/L#: NVD20001224303-E

03-22-23: INSTALLATION OF SAFETY TRANSVERSE RUMBLE STRIPS AT THE US 93 FRONTAGE ROAD AND GRAND VALLEY PARKWAY INTERSECTION, CLARK COUNTY. NV B/L#: NVD20001224303-E

06-07-23: THE INSTALLATION OF A NEW 200 AMP SERVICE PEDESTAL TO ADD LIGHTING AT THE GOLCONDA INTERCHANGE ON I-80 MILEPOST (MP) 36.00, HUMBOLDT COUNTY. NV B/L#: NVD19831015840

06-07-23: THIS DESIGN INITIATION AGREEMENT (DIA) IS NV ENERGY'S (NVE'S) REQUIREMENT TO BEGIN THE PROCESS TO OBTAIN NEW ELECTRIC SERVICE FOR THE DEPARTMENT'S PROJECT IMPROVEMENTS LOCATED ON US95 MILLERS REST AREA, NYE COUNTY. NV B/L#: NVD19831015840

07-05-23: AGREEMENT TO REIMBURSE SOUTHWEST GAS CORPORATION FOR THE ACQUISITION OF MATERIALS NECESSARY TO REPLACE AGING HIGH-PRESSURE GAS LINE IN CONFLICT WITH PART OF THE DEPARTMENT'S HENDERSON INTERCHANGE PROJECT, WHICH PROPOSES TO CREATE A NEW ON-RAMP FROM LAKE MEAD PARKWAY WEST TO INSTERSTATE 11 (I-11) SOUTH, CLARK COUNTY. NV BL#: NVF19571000091

07-03-23: THIS PRELIMINARY ENGINEERING (PE) AGREEMENT IS REQUIRED BY THE UNION PACIFIC RAILROAD (UPRR) TO REIMBURSE COSTS ASSOCIATED WITH PLAN REVIEW OF THE DEPARTMENT'S PROJECT IMPACTING BRIDGE G2843, CLARK COUNTY. NV B/L#: NVF19691003146

05-19-23: AGREEMENT TO CROSS EXISTING UNION PACIFIC RAIL ROAD (UPRR) RIGHT-OF-WAY WITH THE DEPARTMENT'S FIBER AND SECONDARY POWER AS A PART OF THE DEPARTMENT'S PROJECT ON US-50 APPROXIMATELY 1.5 MILES EAST OF VIRGINIA STREET, THE UPRR CROSSING IS 740912C (DEPARTMENT MILEPOST (MP) LY 30.899), LYON COUNTY. NV B/L#: NVF19691003146

06-14-23: THIS AGREEMENT ALLOWS FOR THE WIDENING OF US 395 BRIDGE G-1092 IN UNION PACIFIC RAIL ROAD (UPRR) RIGHT-OF-WAY AT PANTHER DRIVE, DEPARTMENT CROSSING #833575X AND WILL ALLOW REIMBURSEMENT OF COMPENSABLE COSTS INCURRED BY UPRR ASSOCIATED WITH THEIR OVERSIGHT OF THE CONSTRUCTION, WASHOE COUNTY. NV B/L#: NVF19691003146

07-03-23: CONDUCTION OF REGULATORY STORM WATER MONITORING AND REPORTING SERVICES AS REQUIRED BY THE LAKE TAHOE TOTAL MAXIMUM DAILY LOAD (TMDL), AND COMMITMENTS ENTERED INTO UNDER DEPARTMENT'S INTERLOCAL AGREEMENT NUMBER NM579-21-019, DOUGLAS, CARSON CITY, AND WASHOE COUNTIES. NV B/L#: EXEMPT

AMD 1 06-20-23: INCREASE AUTHORITY BY \$60,000.00 FROM \$175,000.00 TO \$235,000.00 DUE TO INSUFFICIENT FUNDS DELAYING PAYMENT TO THE SERVICE PROVIDER.

04-14-21: JANITORIAL SERVICES AT THE FALLON AND FERNLEY MAINTENANCE YARDS, CHURCHILL AND LYON COUNTIES. NV B/L#: NVSP20131145514-Q

07-12-23: INSTALLATION OF A CONCRETE PIPE ON FLUORSPAR CANYON ROAD, SOUTH OF BEATTY OFF US 95 AT MILEPOST (MP) NY 58.445, NYE COUNTY. NV B/L#: NVD19951077977-Q PROPOSERS: C G & B ENTERPRISES, INC., ROWLEY CONTRACTING, INC.

06-08-23: REPLACEMENT OF THE ENGINE REAR MAIN SEAL IN UNIT 0727, A 2004 CAT 140H MOTOR GRADOR, WASHOE COUNTY. NV B/L#: NVD19601000406-S

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	
16	28922	02	COMPLETE DOCUMENT MANAGEMENT	IMAGING EQUIPMENT MAINTENANCE	N	\$5,600.00	\$1,790.00	\$22,170.00	\$29,560.00	-	06/15/2022	06/30/2026	06/28/2023	Service Provider	Records	Felicia	Maya	AMD 2 EXTE SERV EQUI
																		AMD TO IN ADJU PAYA
																		06-15 RECC IMAG
17	34323	00	CREATIVE PAVING SOLUTIONS, LLC	ASPHALT COATING TESTING	N	\$46,040.40	-	-	\$46,040.40	-	07/11/2023	12/31/2023	-	Service Provider	Maintenance an Asset Management	nd Jenica	Anita	07-11 AND COOL
18	17223	00	DEAN & ASSOCIATES	SCHOOL STORMWATER PROJECT	N	\$229,000.00	-	-	\$229,000.00	-	07/10/2023	06/30/2027	-	Service Provider	Storm Water	Sajid	My-Linh	07-10 PREV DEAN
19	18023	01	EAGLE DRILLING SERVICES, LLC	DRILLING OF MONITORING WELLS	N	\$16,375.00	-	\$10,025.00	\$26,400.00	-	05/22/2023	06/30/2025	06/26/2023	Service Provider	District I	Jeff	Mario	AMD TO TH AND N
																		05-22 COUN
20	63822	01	EARTH RESOURCE GROUP	ASBESTOS REMOVAL	N	\$25,750.00	-	\$4,650.00	\$30,400.00	-	12/26/2022	06/30/2023	06/29/2023	Service Provider	District I	Jeff	Mario	AMD A CH/
																		12-26 ASBE MAIN
21	33923	00	ENOVEN INDUSTRIES, LLC	REPAIR OF UNIT 0976	Ν	\$35,954.00	-	-	\$35,954.00	-	07/09/2023	05/01/2024	-	Service Provider	Equipment	Jenica	Wayne	07-09 4500,
22	12123	01	DBA ENOVEN FACILITIES MANAGEMENT, INC	SPRUNG . STRUCTURE REPAIR	N	\$24,890.00	-	\$12,800.00	\$37,690.00	-	04/28/2023	06/30/2024	06/13/2023	Service Provider	Architecture	Jenica	Anita	AMD TO TH
																		04-28 COUN
23	58918	05	HDR ENGINEERING INC.	, 395 NORTH VALLEYS PROJECT	N	\$3,654,176.00	\$704,573.67	\$99,827.12	\$4,458,576.79	-	02/11/2019	12/31/2025	06/29/2023	Service Provider	Project Management	Sajid	Nick	AMD 5 DUE 7 FOR 7
																		AMD DUE ADDI TEMF ONE
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D 2 06-28-23: INCREASE AUTHORITY BY \$22,170.00 FROM \$7,390.00 TO \$29,560.00 AND TEND TERMINATION DATE FROM 06-30-23 TO 06-30-26 TO ALLOW FOR CONTINUED RVICE AND MAINTENANCE OF RECORDS MANAGEMENT AND REPROGRAPHICS IMAGING UIPMENT.

D 1 10-27-22: INCREASE AUTHORITY BY \$1,790.00 FROM \$5,600.00 TO \$7,390.00 IN ORDER INCLUDE TWO (2) ADDITIONAL IMAGING SCANNERS FOR MAINTENANCE SERVICES, AND JUST AGREEMENT PAY CYCLE FROM YEARLY TO QUARTERLY UPON COMPLETION AND YABLE WITHIN SIXTY (60) DAYS FROM DATE OF INVOICE.

15-22: MAINTENANCE OF THE IMAGING EQUIPMENT LOCATED IN THE DEPARTMENT'S CORDS MANAGEMENT DIVISION FOR ROUTINE MAINTENANCE TO ENSURE QUALITY AGES ARE RETAINED, CARSON CITY. NV B/L#: NVD20031298906-S

11-23: APPLICATION AND TESTING OF COMMERCIALLY AVAILABLE ASPHALT COATINGS D THEIR EFFECTIVENESS IN THE MITIGATION OF HEAT ISLAND EFFECTAS PART OF THE OL PAVEMENT PROJECT, CLARK COUNTY. NV B/L#: NVF20212044850-SQ

10-23: IMPLEMENTATION OF DEPARTMENT'S SCHOOL STORMWATER POLLUTION EVENTION PROJECT, STATEWIDE. NV B/L#: NVF20212121887-R PROPOSERS: WILLIAM AN, DEAN AND ASSOCIATES DBA POSEIDON EDUCATION

D 1 06-26-23: INCREASE AUTHORITY BY \$10,025.00 FROM \$16,375.00 TO \$26,400.00 DUE THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENT TO DRILL D MONITOR TWO (2) ADDITIONAL WELLS.

22-23: DRILLING OF THREE (3) MONITORING WELLS AT THE NORTH YARD, CLARK UNTY. NV B/L#: NVD19981050245-SQ

D 1 06-29-23: INCREASE AUTHORITY BY \$4,650.00 FROM \$25,750.00 TO \$30,400.00 DUE TO CHANGE TO THE SCOPE OF SERVICES TO INCLUDE ADDITIONAL WORK.

26-22: REMOVAL OF TWO THOUSAND EIGHT HUNDRED SIXTY (2,860) SQUARE FEET OF BESTOS-CONTAINING AND ASSOCIATED MATERIALS AT THE MONTGOMERY PASS YARD INTENANCE BUILDING, MINERAL COUNTY. NV B/L#: NVD20021451625-SQ

09-23: REPLACEMENT OF THE DUMP BED AND LIFT GATE ON UNIT 0976, A 2021 RAM)0, WASHOE COUNTY. NV B/L#: EXEMPT-S

D 1 06-13-23: INCREASE AUTHORITY BY \$12,800.00 FROM \$24,890.00 TO \$37,690.00 DUE THE NEED FOR ADDITIONAL SUPPLIES AND WORK.

28-23: VARIOUS REPAIRS AT THE FERNLEY SPRUNG STORAGE BUILDING, LYON UNTY. NV B/L#: NVD20011331118-SQ

D 5 06-29-23: INCREASE AUTHORITY BY \$99,827.12 FROM \$4,358,749.67 TO \$4,458,576.79 E TO ADDITIONAL DESIGN SERVICES AND GEOTECHNICAL INVESTIGATIONS REQUIRED R THE REDESIGN OF SEVERAL WALLS AND EMBANKMENT EVALUATION TO KEEP PROVEMENTS WITHIN EXISTING RIGHTS-OF-WAY.

D 4 05-19-22: INCREASE AUTHORITY BY \$111,820.00 FROM \$4,246,929.67 TO \$4,358,749.67 E TO ADDITIONAL DESIGN AND GEOTECHNICAL INVESTIGATION HOURS TO MITIGATE DITIONAL UNION PACIFIC RAILROAD (UPRR) DESIGN REQUESTS TO INCLUDE A MPORARY SHORING PLAN WITH THE CONTRACT DOCUMENTS AND THE ADDITION OF E AESTHETIC STRUCTURE.

D 3 09-24-21: INCREASE AUTHORITY BY \$298,858.02 FROM \$3,948,071.65 TO \$4,246,929.67 E TO ADDITIONAL STRUCTURAL DESIGN HOURS TO MITIGATE ADDITIONAL UNION CIFIC RAILROAD (UPRR) DESIGN REQUESTS, SEISMIC DESIGN, CONSTRUCTION RVICES FOR STRUCTURAL WALLS AND BRIDGE WIDENINGS, AND THE INCLUSION OF ALL SIGN BRACKET DESIGNS.

D 2 09-30-20: EXTEND TERMINATION DATE FROM 12-31-23 TO 12-31-25 DUE TO US 395 RTH VALLEYS PHASE 1B DESIGN COMPLETION MOVED FROM 2020 TO 2022, AND CREASE AUTHORITY BY \$293,895.65 FROM \$3,654,176.00 TO \$3,948,071.65 DUE TO TENDING THE DESIGN SCHEDULE FROM 2021 TO 2023 CONSTRUCTION AND THE LUSION OF ENGINEERING SUPPORT SERVICES.

D 1 09-19-19: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 06-31-21 TO 31-23 AS A RESULT OF CHANGES FROM NEARBY TRANSPORTATION PROJECTS IN THE EA AND MODIFY THE SCOPE OF SERVICES DUE TO THE DEPARTMENT REQUIRING RVICES FOR PARR-DANDINI INTERCHANGE BRIDGE PLANS.

11-19: A PROVISION OF SERVICES IS REQUIRED FOR THE US 395 NORTH VALLEYS OJECT, AND SUCH PROJECT IS NECESSARY FOR INCREASING CAPACITY ONUS 395 TWEEN MCCARRAN BOULEVARD AND LEMMON DRIVE, WASHOE COUNTY. NV B/L#: D19851010291

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	
24	14319	06	HDR ENGINEERING INC.	, STATEWIDE PUBLIC ENGAGEMENT	N		\$ 778,323.00	\$132,401.00	\$1,408,290.00	- (03/16/2020	12/31/2023	06/21/2023	Service Provider	Director's Office	Darin	Ryan	AMD \$1,40 FOR
																		AMD \$1,27 FOR
																		AMD \$1,13 FOR
																		AMD 3 TO 12 PROJ DEPA
1																		AMD 2 TO SL PROJ
																		AMD AND E ACCC PROV COMM
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25	22923	01	KORTE CONSTRUCTION COMPANY	MAINTENANCE AND REPAIR	N	\$68,467.00	-	\$1,550.00	\$70,017.00) -	05/15/2023	06/30/2024	06/21/2023	Service Provider	District I	Jeff	Mario	AMD ⁻ A CHA
26	22323	00	LAS VEGAS ELECTRIC, INC.	INSTALLATION OF LOOP DETECTORS	N	\$280,645.00	-	-	\$280,645.00) -	07/06/2023	12/31/2023	-	Service Provider	Traffic Information	Sondra	Sondra	07-06- DISTF
27	35223	00	LCPTRACKER, INC.	ELECTRONIC STORAGE SERVICES	N	\$93,150.00	-	-	\$93,150.00	-	06/29/2023	03/27/2024	-	Service Provider	Information Technology	Felicia	Jeramie	PROP 06-29- AND \ STATE
28	60221	03	LEICA GEOSYSTEMS, INC.	INSTALLATION OF AIRCRAFT CAMERA SYSTEM	N	\$3,120.00	\$7,840.00	-	\$10,960.00	-	02/03/2022	06/30/2024	06/30/2023	Service Provider	Location	Sajid	Shawn	AMD 3 ADDIT INTO 2 AMD 2 TO 06 UNIT 0 DOUG
																		AMD EXTEI TECH CAME TECH AND (
																		02-03- ON DI S
29	32323	00	LIRA ELECTRIC, LLC	INSTALLATION OF POWER AND COMMUNICATIONS	N	\$21,545.70	-	-	\$21,545.70	-	06/21/2023	12/31/2023	-	Service Provider	Architecture	Jenica	Anita	06-21- MAIN COUN
30	31623	00	NEVADA BARRICADE & SIGN COMPANY, INC.	TRAFFIC CONTROL	N	\$249,943.00	-	-	\$249,943.00	-	06/28/2023	12/31/2023	-	Service Provider	Structures	Sajid	Jessen	06-28- INSPE LAND PROP

D 6 06-12-2023: INCREASE AUTHORITY BY \$132,401.00 FROM \$1,275,889.00 TO 408,290.00 DUE TO CONTINUING NEED FOR SOCIAL MEDIA AUGMENTATION SERVICES R THE DEPARTMENT.

ID 5 12-23-2022: INCREASE AUTHORITY BY \$136,235.00 FROM \$1,139,654.00 TO 275,889.00 DUE TO CONTINUING NEED FOR SOCIAL MEDIA AUGMENTATION SERVICES IR THE DEPARTMENT.

D 4 07-12-2022: INCREASE AUTHORITY BY \$130,820.00 FROM \$1,008,834.00 TO 139,654.00 DUE TO CONTINUING NEED FOR SOCIAL MEDIA AUGMENTATION SERVICES R THE DEPARTMENT.

D 3 06-29-2022: **NO COST AMENDMENT** TO EXTEND TERMINATION DATE FROM 06-30-2022 12-31-2023 DUE TO UNFORSEEN EVENTS RELATED TO THE DOWNTOWN ACCESS OJECT AND CONTINUING NECESSARY SOCIAL MEDIA AUGMENTATION FOR THE PARTMENT.

D 2 12-20-2021: INCREASE AUTHORITY BY \$17,550.00 FROM \$991,284.00 TO \$1,008,834.00 SUPPLEMENT FUNDING FOR QUALITATIVE RESEARCH FOR DOWNTOWN ACCESS OJECT.

D 1 09-07-2021: INCREASE AUTHORITY BY \$493,718.00 FROM \$497,566.00 TO \$991,284.00 D EXTEND THE TERMINATION DATE FROM 03-31-2022 TO 06-30-2022 IN ORDER TO COMMODATE A NEW TASK ORDER (TO3) UNDER THE EXISTING SCOPE OF SERVICES TO OVIDE PUBLIC ENGAGEMENT CONSULTING SERVICES TO IMPROVE EXTERNAL MMUNICATIONS SERVICES.

16-2020 PROVIDE A STRENGTH, WEAKNESS, OPPORTUNITIES, AND THREAT (SWOT) ALYSIS OF BOTH INTERNAL AND EXTERNAL LEADERSHIP COMMUNICATIONS AND TERIALS RESULTING IN A FIVE (5) YEAR STRATEGIC COMMUNICATIONS PLAN THAT WILL TABLISH AND IDENTIFY HOW THE DEPARTMENT CAN SUCCESSFULLY PROVIDE FECTIVE COMMUNICATIONS TO ITS STAKEHOLDERS, EMPLOYEES, AND THE PUBLIC, ATEWIDE. NV B/L#: NVF19851010291-R

D 1 06-21-23: INCREASE AUTHORITY BY \$1,550.00 FROM \$68,467.00 TO \$70,017.00 DUE TO CHANGE TO THE SCOPE OF SERVICES TO INCLUDE ADDITIONALWORK.

15-23: MAINTENANCE AND REPAIR SERVICES IN THE WOMEN'S LOCKER ROOM AT THE RTH YARD IN BUILDING K, CLARK COUNTY. NV B/L#: NVF19961181442-Q

06-23: INSTALLATION OF LOOP DETECTORS IN VARIOUS LOCATIONS THROUGHOUT STRICT I, CLARK, LINCOLN, AND NYE COUNTIES. NV B/L#: NVD19881029409-Q OPOSERS: LAS VEGAS ELECTRIC, INC., WHEELER'S ELECTRIC, INC.

29-23: CONTINUATION OF SERVICES FOR THE ELECTRONIC ACCEPTANCE, STORAGE D VERIFICATION OF CERTIFIED PAYROLLS TO MEET REQUIREMENTS OF NRS 338.090, ATEWIDE. NV BL#: EXEMPT-S

D 3 06-30-23: EXTEND THE TERMINATION DATE FROM 06-30-23 TO 06-30-24 FOR DITONAL ASSISTANCE OF INSTALLATION, SERVICE, AND TRAINING OF CAMERA SYSTEM 'O AIRCRAFT, DOUGLAS AND CARSON CITY COUNTIES.

D 2 07-28-22: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 08-30-22 06-30-23 AND CHANGE THE METHOD OF PAYMENT FROM "LUMP SUM" TO "COST PER IT OF WORK" DUE TO STAFFING CHALLENGES WITH FLIGHT OPS, CARSON AND UGLAS COUNTIES.

D 1 05-19-22 : INCREASE AUTHORITY BY \$7,840.00 FROM \$3,120.00 TO \$10,960.00 AND TEND THE TERMINATION DATE FROM 06-30-22 TO 08-30-22 DUE TO ADDITIONAL CHNICAL ASSISTANCE AND OPERATOR TRAINING ON DMC IIE TO INCLUDE, SERVICE OF MERA SYSTEM AND INSTALLATION OF SYSTEM INTO AIRCRAFT WITH ONSITE CHNICAL TRAINING OF CAMERA SENSOR FUNCTIONALITY AND OPERATION, DOUGLAS D CARSON COUNTIES.

03-22: PROVIDE INSTALLATION AND TECHNICAL ASSISTANCE AND OPERATOR TRAINING DMC IIE AIRCRAFT CAMERA SYSTEM, CARSON CITY COUNTY. NV B/L#: NVF20222341616-

21-23: INSTALLATION OF POWER AND COMMUNICATIONS AT THE SOUTH LAS VEGAS INTENANCE STATION CREW TRAILER LOCATED AT 6610 SOUTH ULLOM STREET, CLARK UNTY. NV B/L#: NVD20171786298-SQ

28-23: TRAFFIC CONTROL TO FACILITATE ACCESS FOR REQUIRED BRIDGE SPECTIONS AT VARIOUS LOCATIONS THROUGHOUT DISTRICT III, PERSHING, HUMBOLDT, NDER, EUREKA, ELKO, AND WHITE PINE COUNTIES. NV B/L#: NVD20001224303-Q OPOSERS: NEVADA BARRICADE & SIGN COMPANY, INC.

																		Attachment B
Line No.	Agreemer No.	t Amend No.	Contractor	Purpose	Fed	Original Agreement	Total of Prior Amendments	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Director's Office	Division Head	Notes
31	26921 27021 27121	01	JACOBS ENGINEERING GROUP, INC. KLEINFELDER, INC. NEWFIELDS COMPANIES, INC.	ON-CALL GEOTECHNICAL SERVICES	N	Amount \$750,000.00	-	\$200,000.00	\$950,000.00	-	06/15/2021	12/31/2023	06/29/2023	Service Provider	Materials	Jenica	Charlie	AMD 1 06-29-23:INCREASE AUTHORITY BY \$200,000.00 FROM \$750,000.00 TO \$950,000.00 AND EXTEND TERMINATION DATE FROM 06-30-23 TO 12-31-23 DUE TO THE CONTINUED NEED FOR SERVICES. 06-15-21: PROCURED UNDER RFP 522-20-020 TO SELECT THREE (3) FIRMS TO PROVIDE ON- CALL GEOTECHNICAL DESIGN AND ENGINEERING SERVICES FOR HIGHWAY TRANSPORTATION PROJECTS AS NEEDED. THE ON-CALL LIST WILL BE FOR A TWO (2) YEAR PERIOD AND WILL BE UTILIZED TO AUGMENT THE GEOTECHNICAL DIVISION'S INTERNAL DESIGN RESOURCES AS WELL AS TO PROVIDE ADDITIONAL SUPPORT WHEN SPECIALIZED EXPERTISE IS REQUIRED. THE MAXIMUM AMOUNT PAID TO ALL THREE CONSULTANTS COMBINED WILL NOT EXCEED \$750,000.00. DEVELOPMENT OF PLANS AND SPECIFICATIONS REGARDING GEOTECHNICAL ASPECTS SHALL FOLLOW THE MOST CURRENT VERSION OF THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION (AASHTO), LOAD AND RESISTANCE FACTOR DESIGN (LRFD), FEDERAL HIGHWAY ADMINISTRATION (FHWA) GUIDELINES, AND THE DEPARTMENT'S STANDARDS,
32	23021	01	NEVADA CHILLER AND BOILER, INC.	MAINTENANCE OF WATER COOLER	N	\$4,776.00	-	\$4,776.00	\$9,552.00	-	05/11/2021	07/31/2025	07/12/2023	Service Provider	Buildings and Grounds	Felicia	Jim	STATEWIDE. NV B/L#: NVF20081035082-R, NVF19801004246-R, NVF20181620800-R AMD 1 07-12-23: INCREASE AUTHORITY BY \$4,776.00 FROM \$4,776.00 TO \$9,552.00 AND EXTEND TERMINATION DATE FROM 07-31-23 TO 07-31-25 TO CONTINUE REQUIRED PREVENTATIVE MAINTENANCE OF THE CHILLER AT DEPARTMENT'S HEADQUARTERS IN CARSON CITY. 05-11-21: PROVIDE PREVENTATIVE MAINTENANCE FOR NDOT HEADQUARTERS 250 TON WATER COOLED CHILLER, CARSON CITY. NV B/L#: NVD20151141050-Q
33	17723	00	Q&D CONSTRUCTION, LLC	FREEWAY MAINTENANCE	N	\$250,000.00	-	-	-	-	06/11/2023	06/30/2025	-	Service Provider	District II	Jeff	Mike	06-11-23: REPAIRING SPALLS AND DELAMINATION, OVERLAYING THE BRIDGE DECK, APPROACHING SLABS WITH A THIN BONDED MULTILAYER OVERLAY, REMOVING AND REPLACING THE EXPANSION JOINT HEADER WITH POLYMER CONCRETE AND PREFORMED JOINT FILLER AT STRUCTURE H-2654, FROM BATTLEBORN WAY TO THE US 395 NORTH AND SOUTH RAMPS OVER 4TH STREET, WASHOE COUNTY. NV B/L#: NVD19671000639-Q
34	72719	02	STANTEC CONSULTING SERVICES	LANDSCAPE AND AESTHETIC DESIGN	N	\$1,500,000.00	-	\$288,100.00	\$1,788,100.00	-	03/31/2020	06/30/2025	06/29/2023	Service Provider	Design	Sajid	Scott	 AMD 2 06-29-2023: INCREASE AUTHORITY BY \$288,100.00 FROM \$1,500,000.00 TO \$1,788,100.00 AND EXTEND THE TERMINATION DATE FROM 06-30-2023 TO 06-30-2025 DUE TO PROJECT DELAYS AND THE CONTINUED NEED FOR SERVICES. AMD 1 06-23-2022: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 06-30- 2022 TO 06-30-2023 FOR CONTINUING OF WORK ON TASK ORDER 2 FOR I-80 CALIFORNIA/NEVADA STATELINE TO KEYSTONE. 03-31-2020: FOUR SERVICE PROVIDERS SELECTED UNDER RFP 263-19-010 TO PROVIDE LANDSCAPE AND AESTHETIC SERVICES TO SUPPORT REVEGETATION, SITE RESTORATION AND DESIGN-BID-BUILD CONTRACTS. TASKS WILL INCLUDE DEVELOPMENT OF LANDSCAPE AND AESTHETIC DESIGNS, SPECIFICATIONS AND COST ESTIMATES, COORDINATION AND PARTICIPATION OF STAKEHOLDER MEETINGS, PUBLIC MEETINGS, COORDINATION OF DEPARTMENT PERSONNEL (TO INCLUDE MAINTENANCE), PROVIDE CONSTRUCTION SUPPORT, AND PERMIT REVIEWS, STATEWIDE. NV B/L#: NVF20101021081-R
35	21023	00	CLEAN TAHOE PROGRAM	LITTER AND NUISANCE ABATEMENT	N	\$220,000.00	-	-	\$220,000.00	-	06/17/2023	06/30/2025	-	Service Provider	Hydraulics	Sajid	Tom	06-17-23: ABATEMENT OF ROADSIDE LITTER FROM DEPARTMENT RIGHT-OF-WAY AS NEEDED AND RESPOND TO PUBLIC REQUESTS FOR LITTER REMOVAL WHENEVER POSSIBLE, WITHIN TWENTY-FOUR (24) HOURS. SERVICE PROVIDER WILL ALSO MAINTAIN AND SERVICE DESIGNATED DEPARTMENT TRASH CONTAINERS, AND PROVIDE AND MAINTAIN BOTH TEMPORARY RESTROOMS AS WELL AS A DUMPSTER AT THE SPOONER SLED HILL, WASHOE AND DOUGLAS COUNTIES. NV B/L#: NVF20212154268-S
36	63722	02	THE ORIGINAL ROOFING COMPANY, LLC	ROOFING SYSTEM INSTALLATION	N	\$55,150.00	\$16,720.00	\$9,450.00	\$81,320.00	-	12/19/2022	06/30/2023	06/20/2023	Service Provider	District I	Jeff	Mario	AMD 2 06-20-23: INCREASE AUTHORITY BY \$9,450.00 FROM \$71,870.00 TO \$81,320.00 DUE TO CHANGING THE SCOPE OF SERVICES TO INCLUDE ADDITIONAL WORK TO INSTALL ADDITIONAL NEW PLYWOOD SHEETING. AMD 1 04-17-23: INCREASE AUTHORITY BY \$16,720.00 FROM \$55,150.00 TO \$71,870.00 DUE TO ADDITIONAL WORK NOT INCLUDED IN THE ORIGINAL SCOPE OF SERVICES 12-19-22: INSTALLATION OF A METAL STANDING SEAM ROOFING SYSTEM ON THE MAINTENANCE BUILDING AT THE MONTGOMERY PASS MAINTENANCE STATION LOCATED AT US6, MILEPOST 8, MINERAL COUNTY. NV B/L#: NVD20031060480-Q
37 38	31423 43820	00	WHEELER'S ELECTRIC, INC. WOW CLEANING CORPORATION	ELECTRICAL SERVICES JANITORIAL SERVICES	N	\$8,385.00 \$82,866.88		- \$25,000.00	\$8,385.00 \$107,866.88		06/15/2023	06/30/2024	- 06/29/2023	Service Provider Service Provider	District I District II	Jeff Jeff	Mario Mike	06-15-23: INSTALLATION OF LIGHT FIXTURES AND WALL PACKS, RE-ROUTE AND MOVEMENT OF SEVERAL ELECTRICAL CIRCUITS, AND THE REPAIR OF ELECTRICAL SERVICE TO ONE POLE LAMP AT THE MOUNTAIN SPRINGS MAINTENANCE STATION, CLARK COUNTY. NV B/L#: NVD19811002885-SQ AMD 1 06-29-23: INCREASE AUTHORITY BY \$25,000.00 FROM \$82,866.88 TO \$107,866.88 AND EXTEND THE TERMINATION DATE FROM 06-30-23 TO 01-31-24 DUE TO THE NEED FOR
																		CONTINUED JANITORIAL SERVICES. 01-05-21: JANITORIAL SERVICES AT THE FORMER DMV BUILDING, 305 GALLETTI WAY, WASHOE COUNTY. NV B/L#: NVD20141289535-Q. PROPOSERS: WOW CLEANING CORPORATION, ANNIE'S JANITORIAL, AND MCNEIL'S CLEANING SERVICE, INC.

Lir No	e 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	
39	02618		XCEL MAINTENANCE SERVICES, INC	JANITORIAL SERVICES	Ν	\$475,360.00	-	\$33,712.00	\$509,072.00	-	06/21/2019	12/31/2023	06/26/2023	Service Provider	District I	Jeff		AMD 1 (TO THE 06-21-11 CENTEL OCCUP PROPO MAINTE

D 1 06-26-23: INCREASE AUTHORITY BY \$33,712.00 FROM \$475,360.00 TO \$509,072.00 DUE THE NEED FOR ADDITIONAL CLEANING AND SANITIZING SERVICES.

21-19: JANITORIAL SERVICES FOR BUILDINGS A AND B AT THE TRAFFIC MANAGEMENT NTER (TMC) IN LAS VEGAS FOR THE HEALTH AND SAFETY OF THE BUILDING CUPANTS AND GENERAL PUBLIC, CLARK COUNTY. NV B/L#: NVD20021426879-R OPOSERS: A TO ZZZ ENVIRONMENTAL INC., BRIGHT CLEANING SERVICES, AND XCEL INTENANCE SERVICES INC.

						Original					NO COS	T AGREEMENTS	AND/OR AMEND	MENTS				
Line No.	Agreement No.	Ameno 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	
40	27123	00	MGP LESSOR, LLC	RIGHT OF ENTRY AGREEMENT	Y	-	-	-	-	-	06/07/2023	12/31/2023	-	Acquisition	Right-of-Way	Sajid	Craig	06-07- CONS CONS DEPA EXEM
41	29023	00	MGP LESSOR, LLC	SEWER PIPE REPLACEMENT	Y	-	-	-	-	-	07/06/2023	07/31/2028	-	Acquisition	Right-of-Way	Sajid	Craig	07-06- PARC HOTE PROG RIGHT NV B/I
42	27823	00	NNIC JV, LLC	EMERGENCY PROJECT	N	-	-	-	-	-	06/21/2023	06/30/2024	-	Acquisition	Right-of-Way	Sajid	Craig	06-21- FOR T USA F LANDI ABD 0
43	27923	00	NV-RENO INDUSTRIAL, LLC	EMERGENCY PROJECT	N	-	-	-	-	-	06/21/2023	06/30/2024	-	Acquisition	Right-of-Way	Sajid	Craig	06-21- FOR T USA P RIGHT 011-05
44	58717	02	USGS NV WATER SCIENCE CENTER	CLEAR CREEK WATER MONITORING	N	\$292,700.00	\$146,900.00	-	\$439,600.00	-	10/01/2017	09/30/2024	6/22/2023	Cooperative	Storm Water	Sajid	My-Linh	AMD 2 TO 09 EFFOI AMD 1 AUTH
																		WATE 10-01- USGS
45	27423	00	COX COMMUNICATIONS	OCCUPANCY PERMIT	N	-	-	-	-	-	06/12/2023	06/30/2023	-	Facility	Right-of-Way	Sajid	Craig	06-12- ACTIC WAY U CLAR
46	27523	00	COX COMMUNICATIONS	OCCUPANCY PERMIT	N	-	-	-	-	-	06/14/2023	06/30/2023	-	Facility	Right-of-Way	Sajid	Craig	06-14- ARISI WAY I COUN
47	28723	00	FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC.	OCCUPANCY PERMIT	N	-	-	-	-	-	07/03/2023	09/30/2023	-	Facility	Right-of-Way	Sajid	Craig	07-03- ACTIC WAY I NV B/
48	27723	00	MCIMETRO ACCESS TRANSMISSION	S OCCUPANCY PERMIT	N	-	-	-	-	-	06/21/2023	06/30/2023	-	Facility	Right-of-Way	Sajid	Craig	06-21- ACTIC WAY EXEM
49	28023	00	OREGON IDAHO UTILITIES	OCCUPANCY PERMIT	N	-	-	-	-	-	06/28/2023	09/30/2023	-	Facility	Right-of-Way	Sajid	Craig	06-28- ARISI RIGH ⁻ TO MF
50	28323	00	OREGON IDAHO UTILITIES	OCCUPANCY PERMIT	N	-	-	-	-	-	06/27/2023	09/30/2023	-	Facility	Right-of-Way	Sajid	Craig	06-27- ARISI RIGH ⁻ 292 M
51	26923	00	SIGNATURE LAND HOLDINGS, LLC	BLOCK WALL AGREEMENT	Ν	-	-	-	-	-	06/06/2023	06/30/2023	-	Facility	Right-of-Way	Sajid	Craig	06-06- (MP) 8
52	30119	02	CARSON AREA METROPOLITAN PLANNING ORGANIZATION	TRANSPORTATION SYSTEM PLAN	Y	\$684,211.00	-	-	\$684,211.00	-	08/08/2019	09/30/2023	06/22/2023	Interlocal	Program Development	Sondra	Kevin	AMD 2 09-30- AMD 1 ADDIT
																		08-08- PLAN OBJE IMPRO

07-23: **NO COST AGREEMENT** THE OWNERS, TENANTS, PROJECT MANAGEMENT, AND INSULTANTS HAVE AGREED TO A RIGHT OF ENTRY AGREEMENT SO AS TO NOT DELAY NSTRUCTION LOCATED AT INTERSTATE 15 (I-15) TROPICANA INTERCHANGE ON PARTMENT PARCELS I-015-CL-037.426, TE3, I-015-CL-037.429, CLARK COUNTY. NV B/L#: EMPT

06-23: **NO COST AGREEMENT** EARLY ENTRY IS REQUIRED ONTO THE DEPARTMENT'S RCELS 1-015-CL-037.356TE1 AND 1-015-CL-037.356TE2 ON THE EXCALIBUR RESORT TEL PROPERTY FOR THE SEWER PIPE REPLACEMENT CONSTRUCTION, ALREADY IN OGESS. UNTIL A SETTLEMENT CAN BE REACHED, ALL PARTIES HAVE AGREED TO THE 6HT OF ENTRY AGREEMENT AS TO NOT DELAY THE CONSTRUCTION, CLARK COUNTY. B/L#: EXEMPT.

21-23: **NO COST AGREEMENT** MEMORIALIZING EMERGENCY RIGHT OF ENTRY ACCESS R THE STATE TO PERFORM AN EMERGENCY PROJECT ALONG STATE ROUTE (SR) 439 A PARKWAY CORRIDOR AND CONTINUE NEGOTIATIONS FOR THE PURCHASE OF NDRIGHTS AND THE TEMPORARY USE OF PRIVATE PROPERTY FOR PARCEL'S 015-011-08 D 015-011-09, NV B/L#: NVD20212311203

21-23: **NO COST AGREEMENT** MEMORIALIZING EMERGENCY RIGHT OF ENTRY ACCESS R THE STATE TO PERFORM AN EMERGENCY PROJECT ALONG STATE ROUTE (SR) 439 A PARKWAY CORRIDOR AND CONTINUE NEGOTIATIONS FOR THE PURCHASE OF LAND GHTS AND THE TEMPORARY USE OF PRIVATE PROPERTY FOR PARCEL NUMBERS 015-I-05 AND 015-011-10, NV B/L#: NVD20051681058

D 2 06-22-23: **NO COST AMENDMENT** TO EXTEND THE TERMINATION DATE FROM 09-30-23 09-30-24 TO ALLOW FOR CONTINUED CLEAR CREEK WATER QUALITY MONITORING FORTS.

ID 1 05-01-20: EXTEND TERMINATION DATE FROM 09-30-21 TO 09-30-23 AND INCREASE THORITY BY \$146,900.00 FROM \$292,700.00 TO \$439,600.00 TO CONTINUE CLEAR CREEK ITER QUALITY MONITORING.

01-17: CLEAR CREEK WATER QUALITY MONITORING COOPERATIVE AGREEMENT WITH GS, CARSON CITY AND DOUGLAS COUNTIES. NV B /L#: EXEMPT

12-23: **NO COST AGREEMENT** TO INDEMNIFY THE STATE OF NEVADA AGAINST ANY TION ARISING OUT OF THE COMPANY'S USE OR OCCUPANCY OF THE STATE'S RIGHT-OF-AY UNDER PERMIT 216863, STATE ROUTE (SR) 582 FROM MILEPOST (MP) 1.34 TO MP 1.42, ARK COUNTY. NV B/L#: NVF19981315619

14-23: **NO COST AGREEMENT** TO INDEMNIFY THE DEPARTMENT AGAINST ANY ACTION ISING OUT OF THE COMPANY'S USE OR OCCUPANCY OF THE DEPARTMENT'S RIGHT-OF-AY UNDER PERMIT 216795, STATE ROUTE (SR) 159 MILE POST (MP) 29.95 TO 30.07, CLARK UNTY. NV B/L#: NVF19981315619

03-23: **NO COST AGREEMENT** TO INDEMNIFY THE STATE OF NEVADA AGAINST ANY TION ARISING OUT OF THE COMPANY'S USE OR OCCUPANCY OF THE STATE'S RIGHT-OF AY UNDER PERMIT 216897, STATE ROUTE (SR) 535 MILEPOST(MP) 24.56, ELKO COUNTY. B/L#: EXEMPT

21-23: NO COST AGREEMENT TO INDEMNIFY THE STATE OF NEVADA AGAINST ANY TION ARISING OUT OF THE COMPANY'S USE OR OCCUPANCY OF THE STATE'SRIGHT-OF-Y UNDER PERMIT 216657, US95 MILEPOST (MP) 90.2, CLARK COUNTY. NV B/L#: NV EMPT

28-23: **NO COST AGREEMENT** TO INDEMNIFY THE DEPARTMENT AGAINST ANY ACTION ISING OUT OF THE COMPANY'S USE OR OCCUPANCY OF THE STATE'S GHT-OF-WAY UNDER PERMIT 216875, STATE ROUTE (SR) 290 FROM MILEPOST (MP) 16.86 MP 17.94, HUMBOLDY COUNTY. NV B/L#: EXEMPT

27-23: **NO COST AGREEMENT** TO INDEMNIFY THE DEPARTMENT AGAINST ANY ACTION ISING OUT OF THE COMPANY'S USE OR OCCUPANCY OF THE STATE'S GHT-OF-WAY UNDER PERMIT 216887, STATE ROUTE (SR) 140 MILEPOST (MP) 65.07 TO SR 2 MP 68.52, HUMBOLDT COUNTY. NV B/L#: EXEMPT

06-23: NO COST BLOCK WALL AGREEMENT FOR US-95 AND DURANGO FROM MILPOST P) 89.75 TO MP 89.91, CLARK COUNTY. NV B/L#: NVD20212109696

D 2 06-22-23: **NO COST AMENDMENT** TO EXTEND TERMINATION DATE FROM 06-30-23 TO 30-23 DUE TO A CONTINUED NEED FOR SERVICES.

D 1 06-10-22: EXTEND THE TERMINATION DATE FROM 06-30-22 TO 06-30-23 DUE TO DITIONAL TIME NEEDED TO COMPLETE THE SCOPE OF WORK.

08-19: MANAGE THE DEVELOPMENT OF A TRANSPORTATION SYSTEM MANAGEMENT AN (TSMP) THAT ESTABLISHES COMMONLY HELD OPERATIONS AND MANAGEMENT JECTIVES AND SERVES AS AN ASSET MANAGEMENT PLAN THAT WILL RESULT IN PROVED TRANSPORTATION SYSTEM PERFORMANCE, CARSON CITY, DOUGLAS, LYON, OREY AND WASHOE COUNTIES. NV B/L# EXEMPT

											NO COS	T AGREEMENTS	S AND/OR AMENI	DMENTS				
Line No.	Agreemen No.	nt Ameno 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	
53	06023	00	SOUTHERN NEVADA WATER AUTHORITY	OCCUPANCY PERMIT	Y	-	-	-	-	-	05/25/2023	12/31/2025	-	Facility	Right-of-Way	Sajid	Craig	05-25- NECE SOUT COUN
54	14721	01	WEST VIRGINIA UNIVERSITY	RESEARCH	Y	\$254,102.00	-	-	\$254,102.00	-	08/12/2021	03/31/2024	06/26/2023	Interlocal	Research	Sondra	Ken	AMD 7 TO 03 08-12- OF TL
55	27323	00	EUREKA COUNTY- TOURISM	RIGHT OF WAY ACCESS PERMIT	N	-	-	-	-	-	06/14/2023	06/30/2023	-	License	Right-of-Way	Sajid	Craig	06-14- ALLOV WAY (
56	28223	00	GHG CARSON CITY LLC	LAND SALE AGREEMENT	Y	-	-	-	-	\$302,718.85	06/27/2023	09/30/2023	-	Property Sale	Right-of-Way	Sajid	Craig	06-27- PROP XS1, 1 WEST
57	15423 15523 15623 15723 15823	01	HORROCKS ENGINEERING, INC STANTEC CONSULTING JACOBS ENGINEERING HNTB CORPORATION ATKINS NORTH AMERICA, INC.	STRUCTURAL DESIGN ON-CALL ENGINEERING SERVICES	N	\$4,000,000.00	-	-	\$4,000,000.00	-	04/19/2023	06/30/2025	06/22/2023	Service Provider	Structures	Jessen	Sajid	AMD 1 MAST 04-19- DEPA PROF THE N TRAN (SMAL SIGNS THE D STRU GEOT AN OF PERF NVF20
58	10917	04	ATKINS NORTH AMERICA, INC.	FINAL DESIGN SERVICES I-15/215	Y	\$6,925,963.00	\$1,125,148.00	-	\$8,051,111.00	-	10/11/2017	12/29/2023	06/29/2023	Service Provider	Project Management	Sajid	Nick	AMD 2 TO 12 DURIN 11-09- ABLE NUME PROV AMD 3 AUTH ADDIT AMD 2 DUE 1 AMD 7 TO CO 10-11- PHAS HORF
59	21721	02	HDR ENGINEERING	5, TRAFFIC SAFETY DESIGN SERVICES	N	\$999,817.00		-	\$999,817.00		10/20/2021	03/31/2024	06/21/2023	Service Provider	Project Management	Sajid	Nick	AMD 2 TO 03 CONT AMD 1 TO 06 CONS 10-20- BOULI SAFET NVF15 TRANS

25-23: NO COST AGREEMENT TO AQUIRE THE EASEMENT OCCUPANCY PERMIT CESSARY TO ALLOW THE DEPARTMENT'S CONTRACTOR TO PERFORM WORK INSIDE UTHERN NEVADA WATER AUTHORITY'S EASEMENT AND ON THEIR PROPERTY, CLARK UNTY. NV B/L#: EXEMPT

D 1 06-26-23: **NO COST AMENDMENT** TO EXTEND THE TERMINATION DATE FROM 07-31-23 03-31-24 IN ORDER TO COMPLETE THE RESEARCH PROJECT.

12-21: PERFORM RESEARCH ENTITLED "INVESTIGATING IMPLEMENTATION POTENTIALS TURBO ROUNDABOUTS IN NEVADA", STATEWIDE. NV B/L#: EXEMPT

14-23: **NO COST AGREEMENT** FOR THE ACQUISITION OF TEMPORARY PERMIT LOWING FOR RECREATIONAL USES OF A PORTION OF THE DEPARTMENT'S RIGHT-OF-LY ON US 50, MILEPOST (MP) 36.9 TO 37.5, EUREKA COUNTY. NV B/L#: EXEMPT

27-23: **NO COST AGREEMENT** FOR THE FORMALIZATION OF THE SALE OF SURPLUS OPERTY SUR 09-21 AND CONVEY TITLE, DEPARTMENT PARCEL NUMBER I-580-CC007.572 1, THE PARCEL IS LOCATED BETWEEN HOSPITALITY WAY AND MONK COURT ALONG THE EST SIDE OF INTERSTATE 580 (I-580), CARSON CITY. NV B/L#: NVF20201958654

D 1 06-22-2023: **NO COST AMENDMENT** TO ADD THE CORRECT LANGUAGE IN THE STER AGREEMENTS AND TASK ORDERS REGARDING ENTERPRISE GOALS.

19-23: PROCURED UNDER RFP 351-22-011 TO HIRE FIVE (5) FIRMS TO PROVIDE THE PARTMENT OF TRANSPORTATION'S STRUCTURES DIVISION WITH ON-CALL OFESSIONAL CIVIL ENGINEERING SERVICES TO ALLOW FOR PROMPT RESPONSE TO E NEEDS OF THE DEPARTMENT. THIS COULD INCLUDE THE DESIGN OF ANSPORTATION-RELATED STRUCTURES INCLUDING, BUT NOT LIMITED TO, BRIDGES JALL TO MODERATE SIZE), RETAINING WALLS, SOUNDWALLS, HYDRAULIC STRUCTURES, SNS, LUMINAIRES, AND TRAFFIC SIGNALS. BRIDGE-RELATED WORK MAY ALSO INCLUDE E DESIGN OF NEW OR REPLACEMENT STRUCTURES, REHABILITATING OR WIDENING RUCTURES, SEISMIC RETROFITS, DESIGN CHECKS, LOAD-RATINGS, DRAFTING AND OTECHNICAL INVESTIGATIONS. IT IS THE INTENT OF THIS AGREEMENT TO ESTABLISH ON-CALL LIST TO ISSUE A REQUEST FOR APPROACH (RFA) FOR WORK TO BE RFORMED ON AN "AS-NEEDED" BASIS, STATEWIDE. NV BI/#: NVF19991246016, F20101021081, NVF20081035082, NVF19921077824, NVF19921077824-R

D 4 06-29-23: **NO COST AMENDMENT** TO EXTEND THE TERMINATION DATE FROM 06-30-23 12-29-23 TO ALLOW FOR ONGOING SUPPORT AND DESIGN SERVICES REQUIRED RING CONSTRUCTION.

09-22: AGREEMENT NUMBER P109-17-015 EXPIRED BEFORE SERVICE PROVIDER WAS LE TO COMPLETE ALL OF THE REQUIRED DESIGN SERVICES. EXECUTED AGREEMENT MBER P109-17-015A TO EXTEND THE TERMINATION DATE FROM 09-30-22 TO 06-30-23, TO OVIDE THE ADDITIONAL TIME REQUIRED FOR COMPLETION OF THE PROJECT.

D 3 05-14-19: EXTEND TERMINATION DATE FROM 09-30-19 TO 09-30-22 AND INCREASE THORITY BY \$932,086.00 FROM \$7,119,025.00 TO \$8,051,111.00 DUE TO ADDING DITIONAL SCOPE OF WORK.

D 2 08-27-18: INCREASE AUTHORITY BY \$183,062.00 FROM \$6,935,963.00 TO \$7,119,025.00 E TO ADDITIONAL SCOPE OF WORK.

D 1 10-23-17: INCREASE AUTHORITY BY \$10,000.00 FROM \$6,925,963.00 TO \$6,935,963.00 CORRECT A MATHEMATICAL ERROR.

11-17: FINAL DESIGN SERVICES FOR I-15 / CC215 SYSTEM TO SYSTEM INTERCHANGE ASE IV, CLARK COUNTY. NV B/L#: NVF19981347315 - R PROPOSERS: GCW, HDR, RROCKS, LOUIS BERGER GROUP, WOOD RODGERS.

D 2 06-21-23: **NO COST AMENDMENT** TO EXTEND THE TERMINATION DATE FROM 06-30-23 03-31-24 TO ACCOMODATE ADDITIONAL SCOPE OF SERVICES AND NTINUED CONSTRUCTION SUPPORT.

D 1 09-21-22: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 11-30-22 06-30-23 TO ALLOW FOR ADDITIONAL SCOPE OF SERVICES REQUIRED FOR NSTRUCTION SUPPORT.

20-21: TRAFFIC SAFETY DESIGN SERVICES ALONG SAHARA AVENUE, FROM RAINBOW ULEVARD (STATE ROUTE-595) TO THE I-15 (NB) NORTHBOUND RAMPS TO IMPROVE FETY, MOBILITY, AND CONNECTIVITY OF ALL ROAD USERS, CLARK COUNTY. NV B/L# F19851010291-R PROPOSERS: C.A. GROUP INC., HDR ENGINEERING INC., AND PARSONS ANSPORTATION GROUP, INC.

	NO COST AGREEMENTS AND/OR AMENDMENTS																		
	Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Total of Prior Amendments	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Director's Office	Division Head	
6	0	36218	02	HDR ENGINEERING, INC.	ENGINEERING SERVICES DESIGN	Y	\$673,805.00	\$632,518.00	-	\$1,306,323.00	-	08/20/2018	06/30/2024	06/13/2023	Service Provider	Project Management	Sajid	Nick	AMD 2 0 TO 06-3
																			AMD 1 1 \$1,306,3
																			08-20-18 INTERC US-95, 0

Attachment B

Notes

D 2 06-13-23: **NO COST AMENDMENT** TO EXTEND THE TERMINATION DATE FROM 06-30-23 06-30-24 DUE TO THE CONTINUED NEED FOR SERVICES.

D 1 10-16-19: INCREASE AUTHORITY BY \$632,518.00 FROM \$673,805.00 TO 306,323.00 DUE TO ADDITIONAL ENGINEERING SERVICES NEEDED.

20-18: PROVIDE ENGINEERING SERVICES TO DESIGN A NEW SYSTEM-TO-SYSTEM ERCHANGE (CENTENNIAL BOWL) AT THE BRUCE WOODBURY BELTWAY (CC-215) AND -95, CLARK COUNTY. NV B/L#: NVF19851010291-S