



Department of Transportation  
Board of Directors  
Notice of Public Meeting  
1263 South Stewart Street  
Third Floor Conference Room  
Carson City, Nevada  
November 13, 2023 – 9:30 A.M.

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THE NEVADA DEPARTMENT OF TRANSPORTATION BOARD OF DIRECTORS  
9:30 AM, Monday, November 13, 2023

NEVADA DEPARTMENT OF TRANSPORTATION

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

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

Nevada Dept. of Transportation, 1263 South Stewart Street, Carson City, Nevada  
Nevada Dept. of Transportation, 123 East Washington, Las Vegas, Nevada  
Nevada Dept of Transportation, 310 Galletti Way, Sparks, Nevada  
Nevada Dept. of Transportation, 1951 Idaho Street, Elko, Nevada  
Governor’s Office, Capitol Building, 101 N. Carson Street, Carson City, Nevada

The Board will limit public comments to three (3) minutes per speaker and may place other reasonable restrictions on the time, place, and manner of the public comments not based upon viewpoint.

In lieu of in-person attendance, members of the public may submit public comment utilizing NDOT’s online public comment form by clicking the following link: [Public Comment Form](#). (This form can be found on our website under “Public Involvement” and “Transportation Board Meetings.”) This form will be available for comment by 9:00 A.M. three (3) business days before the Board meeting and will close at 5:00 P.M. on the day of the Board meeting. Following the three (3) minute public comment rule, online Public Comment Form comments will be limited to 450 words. Public comment received by 4:00 P.M. (Pacific Time) on the business day (excluding state holidays) prior to the meeting will be provided to the Board for their review prior to the meeting and will be entered into the permanent record. Public Comment received after 4:00 P.M. (Pacific Time) on the business day (excluding state holidays) prior to the meeting and prior to 5:00 P.M. (Pacific Time) on the day of the meeting will be included in the permanent record.

Please be aware:

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



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This meeting is also available via videoconferencing at the Nevada Department of Transportation District I Office located at 123 East Washington, Las Vegas, Nevada, in the Conference Room and at the District III Office located at 1951 Idaho Street, Elko, Nevada. Public comment may be provided at those locations. When Board meetings are in session, streaming video of the meetings may be available through [NDOT's live-streaming video feed](#) on YouTube. Past board meetings are also recorded and posted on NDOT's YouTube channel and can be found here [nevadadot - YouTube](#).

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting and/or make public comment. If special arrangements for the meeting are necessary, please notify Rebecca Qualls at (775) 888-7440 or [Rebecca.qualls@dot.nv.gov](mailto:Rebecca.qualls@dot.nv.gov) as soon as possible and at least two (2) days in advance of the meeting.

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



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## AGENDA

### SEC 1. OPENING

1. Welcome / Call to Order/ Roll Call  
Governor Joe Lombardo, Lieutenant Governor Stavros Anthony, Controller Andy Matthews, Member Virginia Valentine, Member Stephen Ascuaga, Member Justin Kalb, Member Gary Perea
2. Public Comment: The first public comment is limited to comments on items on the agenda. No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three (3) minutes.
3. Receive Director's Report. – *Informational item only*
4. Consideration of Approval of the October 9, 2023, Nevada Department of Transportation Board of Directors Meeting Minutes. – *For possible action*

### SEC. 2. CONSENT AGENDA: Items No. 5 through No. 12

*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.*

#### **Agreements over \$300,000 from September 8, 2023, through October 12, 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.*

5. Agreement 085-23-110, with JACOBS ENGINEERING GROUP, INC., to complete design for Project NEON Phase 2, Clark County, Nevada. – *For possible action*



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6. Agreement 209-23-018, with NEVADA BROADCASTERS ASSOCIATION, to provide outreach and education in support of the Department’s Stormwater Management Program, statewide, Nevada. – *For possible action*
  7. Agreement 485-23-102, with CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., to provide maintenance and testing services of sand oil separator systems at various maintenance stations, Clark, Esmeralda, Lincoln, Mineral, and Nye Counties, Nevada. – *For possible action*
  8. Agreement 494-23-056, with LUMOS & ASSOCIATES, INC., to provide professional design, permitting, bidding, and construction assistance for Phase 7 of the Fuels System Upgrade Program, statewide, Nevada. – *For possible action*
  9. Agreement 501-22-016, with ATKINS NORTH AMERICA, INC., to evaluate, design, and test intelligent Truck Parking Availability System (TPAS), Churchill, Clark, Humboldt, Pershing, and Washoe Counties, Nevada. – *For possible action*
  10. Agreement 507-23-101, with XCEL MAINTENANCE SERVICES, INC., to provide janitorial services at the District I North Major Maintenance Yard, Clark County, Nevada. – *For possible action*
  11. Agreement 508-23-061, with SOUTHLAND INDUSTRIES, to provide heating, ventilation, and air conditioning (HVAC) maintenance, inspection, and repair services at the Traffic Management Center (TMC), Clark County, Nevada. – *For possible action*

#### **General Administration**

12. 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**

13. Request to increase NDOT Director’s delegated signature authority for contracts and agreements. – *For possible action*
14. 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



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(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*

15. 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.
16. Adjournment – *For possible action*



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#### 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, October 9, 2023. 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 Perea.

##### 2. Public Comment

There was no public comment.

##### 3. Receive Director's Report – *Informational Item*

Deputy Director Darin Tedford began the report by informing the Board that the 2023 Traffic Safety project of the year award went to the Wadsworth Walking Trail. Deputy Director Tedford indicated the Pyramid Lake Paiute Tribe and NDOT collaborated on a multi-use path with crossing improvements along State Route 447 near Natchez Elementary School on the Pyramid Lake Paiute Tribe Reservation in Wadsworth and explained the State Route 447 bisects Wadsworth community. Deputy Director Tedford explained the Pyramid Lake Paiute Tribe sought a grant to improve the stretch of highway obtaining \$500,000 for pedestrian improvements, and approached NDOT to engage in a partnership. Deputy Director Tedford indicated the project included pedestrian activated rapid rectangular flashing beacons, speed feedback signs in the school zone, upgraded crosswalk lighting to current standards, construction of a shared-use asphalt path with ADA-compliant ramps, upgraded signage to current standards, and striping and pavement markings to current standards. Deputy Director Tedford explained this project was completed just before the 2022 school year, and community members are getting out and using the trail because of the safe multimodal access in their community, which has also helped many vulnerable road users.

Deputy Director Tedford next discussed the final phase of the Centennial Bowl, noting the substantial completion is scheduled for this fall. Deputy Director Tedford indicated westbound CC 215 is expected to open to traffic in the next month and will also be opened in a different direction this fall. Deputy Director Tedford

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explained the project includes several new surface-street connections and multi-use trails. Deputy Director Tedford indicated this is the final phase of the project undertaking and the total of all the phases amounted to nearly \$500 million and 16 years of work. Deputy Director Tedford informed the Board of the ribbon cutting ceremony planned for December 4, 2023, noting more details and invitations will follow.

Deputy Director Tedford next discussed the emergency projects to the south, noting Kyle and Lee Canyons at Mount Charleston remain closed to visitors due to ongoing repair activity in the area. Deputy Director Tedford explained the many popular trails at Mount Charleston sustained extensive damage from the August storms. Carpenter Canyon and Wallace Canyon Roads remain inaccessible due to significant flooding washouts. Deputy Director Tedford informed the Board in the aftermath of the storm, NDOT identified extensive damage in 43 different locations along these critical roadways, with one of the most notable challenges being a completely washed out 900-foot section of State Route 157. Deputy Director Tedford noted the repairs on SR 157 and SR 156 are nearly complete, but road closures remain in place due to hazardous conditions in the area. Deputy Director Tedford indicated NDOT is working with Clark County and the Forest Service balancing the desire to open the mountain with the safety of the visitors and residents. The public is encouraged to visit [gomtcharleston.com](http://gomtcharleston.com).

Deputy Director Tedford informed the Board that SR 158 connects SR 157 and SR-156 about halfway up the mountain, known as Deer Creek Road, suffered significant damage near the Mahogany Grove Campground. Deputy Director Tedford indicated an emergency contract was opened on October 2, 2023, to repair that road with the goal of reopening it by the winter season. Deputy Director Tedford encouraged the public to visit [gomountcharleston.com](http://gomountcharleston.com) for updates on response and recovery efforts.

Governor Lombardo questioned the status of the fire station and the library.

Deputy Director Tedford indicated he did not have the status but would be happy to find out and report back to the Board.

Deputy Director Tedford informed the Board the online public study for the Highway 50 corridor study ended on September 30, 2023. Deputy Director Tedford indicated 1,931 entries and more than 3,000 individual comments were received, most of which came from residents of Lake Tahoe, as well as other users of the road from Washoe, Douglas, Carson, and El Dorado Counties. Deputy Director Tedford reported the survey was open to all users of the roadway, both locals and those who travel the road for business or other purposes. Deputy Director Tedford clarified this feedback is in addition to the approximately 1,500 elements of public feedback already received over the previous two-year study. Deputy Director Tedford explained NDOT is currently compiling the data and reviewing the comments received and will report a summary of the results to the Board

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in November. Deputy Director Tedford further indicated all results and comments will be included in the final corridor study, that results of the survey and the previous outreach will be factored into the recommendations, and the public will have an opportunity to review and comment on the final draft of the corridor study in December. Deputy Director Tedford informed the Board a last public meeting will be held to answer questions on the draft final report, likely in January.

Deputy Director Tedford added information on the pavement preservation project, which is currently under design. Deputy Director Tedford indicated this upcoming project is intended to resurface the existing road from State Line to Spooner Summit, address drainage issues, replace guardrail and a barrier rail where needed, and include wider striping and permanent speed feedback signs. Deputy Director Tedford explained this project does not include any lane reductions. Deputy Director Tedford indicated the project will be advertised before the end of the year, and construction is scheduled to begin in May.

Deputy Director Tedford next discussed winter maintenance preparation, noting NDOT has winter storm operations in all three districts. Deputy Director Tedford reiterated that Mount Charleston will have the road repaired, and repaved and hopefully will be ready for plowing soon. Deputy Director Tedford informed the Board in the previous winter, northern Nevada saw record levels of precipitation. Deputy Director Tedford indicated that NDOT's maintenance team performs nearly 75 different types of work throughout the year, including incident response, roadway patching and repairs, drainage and slope enhancements, and snow and ice removal. Deputy Director Tedford reported maintenance workers are currently prepping snowplows and other pieces of equipment, as well as stockpiling salt and sand for better winter roadway traction. Deputy Director Tedford explained many of the NDOT maintenance staff members are actually doing the work of two to three people to ensure that Nevadans stay safe and connected on winter highways. Deputy Director Tedford thanked the Governor for his executive order regarding minimum qualifications and auto-progression, noting this will help NDOT to fill many of its vacant positions and will give current workers an additional incentive to stay on with the department.

Deputy Director Tedford announced a virtual public meeting for NDOT's Transportation Emission Reduction Program taking place from October 18, 2023, through November 1, 2023. Deputy Director Tedford explained a Carbon Reduction Study is being developed and must be submitted to the Federal Highway Administration in November, this requirement is paired with a new category of federal funding. Deputy Director Tedford indicated the plan will include strategies, projects, and performance metrics to reduce transportation emissions. Deputy Director Tedford indicated NDOT is interested in hearing what is most important to Nevadans as part of the plan, and can provide feedback at [www.nvcleantravel.com](http://www.nvcleantravel.com).

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Deputy Director Tedford next announced NDOT will host an online public meeting followed by an in-person public meeting to gather input on improvements coming to I-80 east of Reno, a widening project between Vista Boulevard and USA Parkway. Deputy Director Tedford explained the project is in the environmental or NEPA phase. Deputy Director Tedford indicated in addition to adding lanes, existing interstate bridges will be widened, and interchange improvements and other enhancements will be made to improve traffic mobility and safety. Deputy Director Tedford mentioned the in-person meeting will take place on November 7, 2023, at the Lockwood Community Center from 4:00 to 7:00 pm, and the website is available for the virtual meeting at [www.I80eastNV.com](http://www.I80eastNV.com).

Governor Lombardo asked for clarification on the shoulder improvement on the I-80.

Deputy Director Tedford clarified that with the widening of shoulders, there is legislation available in certain areas allowing transit to run on those shoulders and clarified that the project for running regular traffic on I-15 South is south of the state line into California, and it is only in California that the shoulder running is being used and has been for approximately a month now.

Governor Lombardo asked when the shoulder running would be open.

Deputy Director Tedford replied he believes they have been using it for about a month noting Deputy Director Jeff Lerud can confirm.

Deputy Director Jeff Lerud confirmed it has been used for about a month with static signs in place that allows them to run in the shoulders from 10:00 AM until 8:00 PM on Sundays and Mondays. Their master plan will take place in the springtime, putting cantilever signs over the shoulders, and then they'll be able to dynamically say that the shoulders open to use for general-purpose traffic.

Governor Lombardo asked if it's only for four miles.

Deputy Director Lerud replied stating that was correct going all the way to the Axe Station.

Deputy Director Tedford indicated the last public meeting announcement is for the US 395 Southern Sierra Corridor Study. Deputy Director Tedford explained NDOT is gathering public feedback to develop a vision and action plan for potential future highway improvements along 395 between East Clearview Drive and Southern Carson City and the Nevada-California border at Topaz Lake. Deputy Director Tedford mentioned the online public meeting runs from October 23, 2023, through November 22, 2023, with two in-person opportunities for

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participation on November 6, 2023, and November 8, 2023. Deputy Director Tedford indicated more information including the meeting locations, is available at [www.ndotUS395.com](http://www.ndotUS395.com).

Deputy Director Tedford provided an update on construction on the US 395 Downtown Gardnerville corridor, noting NDOT recently launched construction of a yearlong project to reconstruct and repave two miles of US 395 through downtown Gardnerville in Douglas County. Deputy Director Tedford indicated the improvements will include minor drainage, sidewalk, and curb and gutter improvements with major highway reconstruction scheduled to launch in spring of 2024, making a safer and smoother drive for the approximately 20,000 people who travel that road daily. Deputy Director Tedford indicated the second phase of improvements in future years will include additional sidewalk and accessibility improvements, as well as remaining roadway drainage signals and lighting enhancements.

Deputy Director Tedford concluded the Director's Report with the recognition of 2 of the 19 NDOT retirees from the last quarter: Kenneth Green, who retired on June 1, 2023, and Julie Martinez, who retired on June 30, 2023. Deputy Director Tedford read the specialty plaque made for the retirees, which says welcome to retirement, followed by the employee's name, year of retirement, and years of service.

Governor Lombardo inquired about the retirees' plans following retirement.

Deputy Director Tedford indicated that Ms. Martinez has already begun vacationing, and Mr. Green will be returning to NDOT to snowplow as a result of the shortage.

The Governor congratulated the retirees.

**4. Consideration of approval of the September 11, 2023, Nevada Department of Transportation Board of Directors Meeting Minutes – *For possible action***

**Motion:** Approve the August 4, 2023, NDOT Board of Directors Meeting Minutes  
**By:** Lieutenant Governor Stavros Anthony  
**Second:** Member Virginia Valentine  
**Vote:** Passed unanimously

**SEC .2. CONSENT AGENDA: Items No. 5 through No. 9**

Governor Lombardo explained that items 5 through 9 will be taken together unless any of the Board members wish to hear an item separately.

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Agreements over \$300,000 from August 11, 2023, through September 7, 2023

5. Amendment 01, Agreement 567-21-050 with ATKINS, for continued on-call engineering and design services, statewide Nevada. – *For possible action*
6. Amendment 01, Agreement 568-21-050, with HORROCKS ENGINEERS, LLC, for continued on-call engineering and design services, statewide, Nevada. – *For possible action*
7. Amendment 01, Agreement 569-21-050, with KIMLEY-HORN AND ASSOCIATES, INC., for continued on call engineering and design services, statewide, Nevada. – *For possible action*

Right-of-Way

8. REL 23-06 - Relinquishment of the Boulder City Rest Area, Clark County, Nevada. – *For possible action*

General Administration

9. 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*

Motion: Approve Consent Agenda Items 5 through 9  
By: Lieutenant Governor Stavros Anthony  
Second: Member Stephen Ascuaga  
Vote: Passed unanimously

END OF CONSENT AGENDA

SEC. 3. ITEMS TAKEN SEPARATELY FROM CONSENT AGENDA

SEC. 4. ADDITIONAL BUSINESS ITEMS

10. 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

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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.

#### 11. 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.

Deputy Director Darin Tedford explained that nine (9) public comments were submitted before Friday at 4:00 pm and will be included in the minutes for the Board members.

Member Gary Perea indicated his disappointment in some of the Highway 50 corridor comments attacking Board Members and NDOT employees in the September 11, 2023, Board meeting. Member Perea indicated most people believe there are some dangerous issues to be addressed on that stretch of highway, and the problem at hand is how best to tackle those issues. Member Perea noted the only way those will be solved is with open and honest conversations and open exchange of ideas, rather than by attacking and vilifying each other. As such, Member Perea requested that future public commenters who are disrespectful or impolite be asked to sit down and end their public comment. Member Perea asked all to use courteous language, and to avoid insults, name calling, and personal attacks.

Governor Lombardo thanked Member Perea and concurred with his comments.

Ellie Waller, Douglas County, thanked Member Perea for bringing forth the need for all to be mindful of each other. Ms. Waller explained many of those that utilize that corridor still do not believe the plan is as good as it can be, and more work is needed. Ms. Waller thanked Deputy Director Tedford for addressing her questions regarding where to obtain information on the corridor. Ms. Waller indicated the website has been addressed for the 511, then went on to say she is criticizing the plan, not anyone in general, but the plan itself because it is unrealistic and shows a belief that things can be improved with a lane reduction. Ms. Waller indicated her hope that no lane reduction with future striping would remain the final outcome, and requested to have staff revisit the plan she believes is flawed and could easily be the next Maui or Paradise tragedy. Ms. Waller indicated her belief that evacuation modeling and analysis should be completed along with the plan that was not presented to the public, and that the Tahoe Transportation District plans from TRPA also did not take into consideration many of the issues that the public has brought forth at several meetings. Ms. Waller indicated

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she is including her 11-page comment along with some of the plans linked to those plans for NDOT's review again, noting this was from November of 2022. Ms. Waller noted that NDOT staff and the consultants have been given a unique opportunity to work with the public, and she hopes this can continue. Ms. Waller concluded by questioning why the Governor has not replaced the Sisolak appointee to TRPA as it is the Governor's right to represent the state through an appointment.

Dana Tibbitts, Cave Rock, explained her belief that some of what comes across as very strong language is often because of the frustration of the lake residents at their belief that they are not being heard on this evacuation route in which they have a lot at stake. Ms. Tibbitts suggested this time would be well used to create a serious model and simulation that actually demonstrates what has been promised in terms of safety and noted the people's definition of safety may be different than that of NDOT. Ms. Tibbitts explained the people's frustration is significant, as can be seen by the large number of public comments, 87 percent of which are opposed to lane reduction down to two lanes. Ms. Tibbitts reiterated that the residents want safety, and have been asking for safety modifications for years, but not through the removal of two lanes.

Phil Schloss, State Line, began with an analogy, comparing the lane reduction to an airline that has announced that it is going to demonstrate the safety of its flights with only one pilot and that your flight has been selected as the demonstration flight. Mr. Schloss equated NDOT to the FAA, trying to assure people this is safe and the engineers have figured it all out. Mr. Schloss questioned how many times NDOT has been told no and at what point does no mean no to NDOT. As such, Mr. Schloss noted his disbelief at the callousness of the NDOT Board of Directors and division of road diets to the residents that live along the Highway 50 fire escape, heavy snow buffer corridor. Mr. Schloss explained that residents are here at today's meeting again to urge the Board to just say no to the NDOT division of road diets. Mr. Schloss indicated the respondents to the survey were outsiders with no skin in the game that do not own the \$2 to \$20 million homes, pets, and personal items that would go up in flames, they are merely observers. Mr. Schloss indicated his belief that the real safety issue of the road diet is an incident that would prevent the emergency responders from getting to the \$2 to \$20 million homes that are up in flames, treating the victims of smoke inhalation and its effect on the resident and vacationer evacuations. Mr. Schloss opined that these outsiders are influencing this decision so they can have a bike lane that would serve as a value-added attraction. Mr. Schloss indicated his belief the NDOT division of road diets has given flawed surveys, then cherry picked and manipulated the data to get the results they want, making it more difficult for the NDOT Board to say no, whereas the residents take this to mean that speed reduction of the Highway 50 road diet outweighs the 2 to \$20 million homes, pets, irreplaceable personal items going up in flames, and described this as callous thinking.

Elisabeth Lernhardt, Zephyr Cove, informed the Board it has now been an entire year since she's been coming here along with all of these other people to plead with the Board to put this on the agenda and discuss it openly

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rather than having it addressed in public comment. Ms. Lernhardt indicated that Lake Tahoe has been subject to exploitation since its discovery in the 1840s, first by the logger baron, then for commercial overfishing, then to destination tourism, followed by the individual mass tourist by car. Ms. Lernhardt indicated all of these have used the natural beauty to extract financial gain from the lake, and all did so in the name of progress. Ms. Lernhardt suggested that now the bicycle manufacturers and their supporters have decided it is their turn to monetize Lake Tahoe and declare their economic benefit is equivalent with the environmental wellbeing of the lake. Ms. Lernhardt pointed out that despite their claim of preserving the natural beauty, they intend to blast a half-tunnel bike trail into the granite above Emerald Bay, as well as ignore the sensitive breeding grounds for rare birds in Meeks Bay because it is in the way of the bike path. Ms. Lernhardt indicated her belief that TRPA will push high-intensity town centers and ugly high-rise buildings under the belief that it will decrease vehicle miles traveled. Ms. Lernhardt requested the Board take off the blinders and see them for what they are: a minority forcing the residents to submit to their shortsighted and infantile desires. Ms. Lernhardt implored the Board to stop the Highway 50 lane reduction and not fall for the hype that has no scientific facts backing it. Ms. Lernhardt noted fewer lanes aren't safer and closed by stating science established that dinosaurs went extinct because they refused to relinquish their internal combustion engines.

William Cobb, Marla Bay Pine Wild resident, explained his grandfather, Will Cobb, used to drive the V&T Stage Line bus line from Virginia City to Carson to Glenbrook, then to Zephyr Cove, Bijou, and Camp Richardson. Mr. Cobb indicated he is appearing today in favor of the lane reduction, noting it would only affect 35 percent of the corridor with a projection of a 20-50 percent reduction in traffic accidents. Mr. Cobb explained he and his family have been fortunate to avoid the near misses when trying to make a left turn on Highway 50 into Marla Bay. Mr. Cobb conceded that this will result in some time constraints for people traveling that roadway but noted his belief that the benefits of road safety outweigh that objection.

There was no additional public comment.

**12. Adjournment** – *For possible action*

**Motion:** To adjourn the October 9, 2023, NDOT Board of Directors Meeting  
**By:** Lieutenant Governor Stavros Anthony  
**Second:** Controller Andy Matthews

Governor Lombardo adjourned the October 9, 2023, Nevada Department of Transportation Board of Directors Meeting.

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## Nevada Department of Transportation

Board of Directors October 9, 2023

### Public Comment for Review

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

Christopher Ireland 10/6/23, I'm unable to attend this month's meeting, but I continue to be concerned about the extraordinarily dangerous conditions of Hwy 50 between Spooner and Stateline. This month the Tahoe Event Center opens. Most of those attending events there will be driving and it's reasonable to estimate that at least 1/3 will use Hwy 50 from the north. With 6 events scheduled in Oct and seating for over 5,000, that's nearly 1,000 more cars per event that our stretch of highway must deal with. Are there increased patrols? Are there any plans for congestion? This situation will not solve itself and it will only get worse as the Event Center ramps up. Please consider your primary goal of making our roadways safe and continuing working on the Improvement plan.

Debora Marrazzo 10/6/23, Please do not reduce the number of lanes on Hwy 50 between Spooner and Stateline. Bumper to bumper traffic has already been an issue during Frontier Communications and NDOT road work. Traffic will be even worse when Event Center opens. Please consider reducing the speed limit but leave lane configuration as it.

Roberta Rosenberg 10/6/23, I will be unable to attend this meeting, but I urge you to please move forward with trying to mitigate the hazardous stretch of highway between Spooner and Stateline. There is a new events center opening in Stateline, and it is likely to increase traffic in that stretch of road significantly when there is an event. It is hazardous for us to make a left hand turn out of Marla Bay as it is. I cannot imagine doing it with event traffic streaming down the road. Please make highway safety your priority. Thank you.

Davis Masten 10/6/23, I am out of the state on Monday, otherwise I would travel to Carson City to express my concern in person. Thank you for your consideration. When I drive on US 50 from Round Hill north towards my home in Marla Bay, I always keep an eye on my rear-view mirror as I turn on my blinker to turn left into Marla Bay. What is of concern is the first car directly behind me and the car after that car and sometimes the car after that car. Typically, the first car can tell that I am about to turn. But the second or third car may have no clue. It is nerve wracking and dangerous to have this play out day after day. Please make our stretch of road safer for all those turning into and out of Marla Bay. I get there are no easy solutions for tackling this tough problem. Thank you for all your efforts. Davis Masten

Jeff Holmes 10/6/23, I will not be available to attend the upcoming meeting in person. I find it completely unreasonable that some people are willing to jeopardize other people's safety over a concern that their driving time may be extended. The residents of Marla Bay need a turning lane and slower speeds on Highway 50 to provide a safer ingress and egress from our homes. Do not crater to those who put speed of travel over safety.



Nevada Department of Transportation

Board of Directors October 9, 2023

Public Comment for Review

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**Public Comment received after 4:00 P.M. (Pacific Time) on the business day prior to the meeting and prior to 5:00 P.M. (Pacific Time) on the day of the meeting.**

William Cobb 10/6/2023, I am writing in favor of the "three lane option," which as the NDOT website states would "affect only 35 percent of the corridor." The majority of the corridor, as noted on the website, would maintain four lanes in each direction. This is a minor inconvenience for a great improvement in safety. This reconfiguration - or "road diet" as it is also called - would likely result in a reduction of crashes of between 19 and 47% -as well as the other benefits noted on the NDOT website. This would be particularly favorable to the Highway 50-Marla Bay-Zephyr Cove intersection where new skid marks appear weekly from drivers not being aware of a vehicle making a left-hand turn. I am unable to attach a photograph of a sign that appears more and more frequently around Lake Tahoe, but the slogan is "Take it slow, Tahoe!" Clearly the sentiment around Lake Tahoe is for a reduction of speeding which can clearly result in an improvement of highway safety. Thank you for your consideration of these comments.

Robert and Melissa Jester 10/6/2023, With the new Event Center in place, and all the ongoing new traffic, we are even MORE concerned!!' Once again, we are asking for a turning lane into PINEWILD/Marla Bay. Please please don't let anyone be killed because of you and your decision not to slow traffic and make a turning lane.

Phillip Stump 10/7/2023, The current speed limit from Cave Rock to Elks Point Road treats the area as an open highway. In reality, this is a complex, multi-use neighborhood, with schools, a library, parks, recreational facilities, and hundreds of homes, including some high-density residential development. A reduced speed limit of 35 mph is clearly warranted. While an expanded focus all the way to the Highway 28 is under consideration, the key neighborhood shift takes place south of Cave Rock. Focusing first on this area of greatest need makes sense, particularly when budgetary considerations are a concern. With respect to budget, fund enforcement. Budget isn't everything. One of the proposals, to reduce lanes on Highway 50, demonstrates a misplaced focus on budget: Traffic is too fast, so instead of increasing enforcement, which involves operating budgetary costs, let's take away lanes, ignoring all the other needs of people using this highway, and make traffic a snarled mess. That will slow things down! Of course, it will. A few hundred yards of recent construction at Kahle Road created massive backups, and that just involved a temporary reduction to one lane. Imagine what will happen if miles of the highway are disrupted permanently. We all understand that Highway 50 is unsafe at current speeds. The excuse that there are no other solutions available to effectively reduce the speed limit to 35 mph ignores many available options, including: 1) Properly funding enforcement. It only takes a few stories of people getting tickets for word to spread and for traffic patterns to change. Safety matters. Find a way to budget for that safety.2) Adding traffic controls, signals, caution lights, etc. at various Highway 50 access points. Options include Cave Rock Marina; Cave Rock Drive; Hidden Woods; Skyland; Warrior Way; Lake Shore Blvd., and Round Hill Marina. The presence of controls at one or more of these intersections will help reinforce the





## Nevada Department of Transportation

Board of Directors October 9, 2023

### Public Comment for Review

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residential character of this area and remind drivers to slow down. 3) Adding sensor-based speed limit signs. People will take note of these signs and slow down, particularly the careful drivers. That will in turn slow down drivers more focused on their own personal agendas. In summary, we encourage you to: 1) Acknowledge the safety issue; 2) Take sensible, responsible action to reduce speed; and 3) Don't allow budgetary constraints to distort your common-sense assessment of the solutions considered. Thanks for listening.

Elisabeth Lernhardt 10/8/2023, Lake Tahoe has been the subject of exploitation since it's discovery in the 1840's. The logger barons clear cut its old grove trees to supply wood to the Comstock. From commercial over-fishing and the extinction of the native fish. The destination tourism, followed by the individual mass tourist by car, they have all used the natural beauty to extract financial gain from the lake. They all did it according to the prevailing Zeitgeist in the name of progress. Now the bicyclists, e-bicycle manufacturers and their supporters have decided it is their turn to monetize Lake Tahoe. They declared their economic benefit equivalent with the environmental well-being of the lake. Yet what these special interest groups want, is nothing short of the exploitation of the past. Rather than preserving the natural beauty, they plan to blast a half tunnel bike trail into the granite above Emerald Bay. They ignore the sensitive breeding grounds for rare birds in Meeks Bay, because it is in the way of their bike path. TRPA with its push to high density town centers and ugly high-rise buildings, believes this is going to decrease Vehicle Miles traveled. Either by forcing the public to use a bicycle, or by luring us to use the falsely perceived 'safer' bike paths. They are planning to create Amsterdam at the lake! Please take the blinders off and see them for what they truly are, a minority forcing the rest of us to submit to their shortsighted and infantile desires. Stop the Hwy50 lane reduction plan. Do not fall for the planet saving claims of the anti-motorist movement, that also joined the choir. Complete roads, Road Diets traffic calming are just a few of their euphemisms. They have no scientific facts behind them. Nor do the claims, that less lanes are safer. Or bicyclist are safer on separate bike lanes. After all science has established that dinosaurs went extinct, because they refused to relinquish the internal combustion engine! Or has it? As always I will provide references for those of you interested. David Antonucci, Environmental History of Lake Tahoe TRPAs Cascade Consulting group John Forester, Bicycling, Transportation and the problem of evil.



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

MEMORANDUM

November 1, 2023

**TO:** Department of Transportation Board of Directors

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

**SUBJECT:** November 13, 2023 | Transportation Board of Directors Meeting

**ITEM # 5:** Agreement 085-23-110, with JACOBS ENGINEERING GROUP, INC., to complete design for Project NEON Phase 2, Clark County, Nevada. – *For possible action*

|                          |                                |                                   |                  |
|--------------------------|--------------------------------|-----------------------------------|------------------|
| <b>Agreement No.:</b>    | 085-23-110                     | <b>Amendment No.:</b>             | 00               |
| <b>Contractor:</b>       | Jacobs Engineering Group, Inc. | <b>Federal:</b>                   | No               |
| <b>Original Amount:</b>  | \$11,676,454.26                | <b>Total of Prior Amendments:</b> | \$0.00           |
| <b>Amendment Amount:</b> | \$0.00                         | <b>Agreement Type:</b>            | Service Provider |
| <b>Payable Amount:</b>   | \$11,676,454.26                | <b>Receivable Amount:</b>         | \$0.00           |
| <b>Start Date:</b>       | 11/13/2023                     | <b>End Date:</b>                  | 6/30/2027        |
| <b>Division:</b>         | Project Management             | <b>Division Head:</b>             | Nick Johnson     |

**Summary:**

Jacobs Engineering Group, Inc., is responsible for completing the design for Project NEON Phase 2 which includes Interstate 15 (I-15) northbound Collector Distributor (CD) road for the I-15 northbound exit to US-95 North, Martin Luther King (MLK) Interchange and Alta/Bonneville Road. The CD road will braid with the Sahara northbound on-ramp and I-15 exit ramp to Charleston Avenue. The Project also includes reconstruction of the Sahara Interchange and lane balance for I-15 southbound between the US95 southbound CD on-ramp and Spring Mountain off-ramp, Clark County, Nevada. NV B/L# NVF20081035082-R Proposers: Atkins North America, Inc., Horrocks Engineers, Inc., and Jacobs Engineering Group, Inc.

**List of Attachment(s):**

- A. Negotiation Summary
- B. Scope of Services

**Recommendation for Board Action:**

Approve Agreement 085-23-110, with JACOBS ENGINEERING GROUP, INC., to complete design for Project NEON Phase 2 in the amount of \$11,676,454.26.

**Prepared by:**

Administrative Services Division

# MEMORANDUM

October 6, 2023

**TO:** Scott Hein, P.E., Assistant Director – Engineering / Chief Engineer

**FROM:** Ryan Wheeler, P.E., Senior Project Manager

**SUBJECT:** Negotiation Summary for RFP 085-23-110 Engineering Services for I-15 Project Neon Phase 2

The Project NEON Phase 2 is the second phase of Project NEON. The focus of this Project is to complete the Interstate 15 (I-15) northbound Collector Distributor (CD) road for the I-15 northbound exit to US-95 North, MLK interchange and Alta/Bonneville Road. The CD road will braid with the Sahara northbound on-ramp and I-15 exit ramp to Charleston Avenue. The Project also includes reconstruction of the Sahara Interchange and lane balance for I-15 southbound between the US-95 southbound CD on-ramp and Spring Mountain off-ramp.

The Project NEON Phase 2 Request For Proposals (RFP) 085-23-110 was issued for the professional engineering services and right-of-way acquisition services to design the project via a design-bid-build project delivery. Once the project has been designed and the right-of-way has been acquired construction can initiate for the project which would be sometime 2027/2028.

The RFP was advertised in spring of 2023 and three firms (Atkins, Horrocks Engineering, Jacobs Engineering) submitted proposals for the work. Through NDOTs review and selection process Jacobs Engineering firm was determined to have scored the highest amongst the three firms. After notification, NDOT entered negotiations with the firm about the scope and fee for the project. The information presented below is a summary of negotiations between NDOT and Jacobs Engineering.

Four separate negotiation meetings as well as several meetings with specific design divisions were held regarding scope and price from June, 2023 to August, 2023. Negotiations were primarily discussed with Ken Gilbreth and Devin Cartwright of Jacobs Engineering and Ryan Wheeler and Nick Johnson of the Nevada Department of Transportation (DEPARTMENT) with support from design staff where appropriate.

Through the course of negotiation NDOT removed the task of right-of-way acquisitions from the scope of services due to budget constraints.

The DBE/SEB goal for this agreement has been established at three percent (3%).

The scope of services that are to be provided by the SERVICE PROVIDER were negotiated and agreed to by both parties, see attached.

Key personnel dedicated to this project are as follows:

|                       |                    |
|-----------------------|--------------------|
| Ken Gilbreth, P.E.    | Project Manager    |
| Leo Houston, P.E.     | Roadway Design     |
| Taylor Johnson P.E.   | Structures Design  |
| Sharan Dhanaraju P.E. | Traffic Engineer   |
| Ravee Raveendta, P.E. | Geotech Design     |
| Debi Bohnet           | Public Information |
| Chad Halverson P.E.   | Drainage Design    |

The following milestone schedule was agreed to by both parties:

- Q3 2026: Complete design package

Key sub-consultants and a list of each's sub-consultants current NDOT project commitments are shown below:

|  |  |
|--|--|
| CA-Group<br><br>HDR, Inc<br>Ericka Aviles Consulting<br>KCI Technologies, Inc<br>Lage Design<br>Ninyo & Moore<br>NewFields<br>RHA<br>Wallace Morris Kline Surveying, Inc | Cost Risk Assessment (CRA),<br>Bridge Design, Drainage, Striping,<br>Signing, and ITS<br>Bridge Design<br>Public Outreach Support<br>SUE and Potholing<br>Landscapes and Aesthetics<br>Geotechnical Services<br>Geotechnical Services<br>Value Analysis (VA)<br>Survey |
|--|--|

| Sub-Consultant                 | Project                                     | Prime/Sub |
|--------------------------------|---|-----------|
| Ericka Aviles Consulting (DBE) | Downtown Access Project                     | Sub       |
|                                | NDOT Interstate 15 Central Corridor         | Sub       |
| Lage Design (DBE)              | I-15 South Phase 2 Landscape & Aesthetics   | Prime     |
|                                | I-80 Battle Mountain Landscape & Aesthetics | Prime     |
|                                | I-80 Carlin & Elko Landscape & Aesthetics   | Prime     |
|                                | Aultman Ave. Complete Street (Ely,NV)       | Prime     |
|                                | SBX Design-Build Management                 | Sub       |
|                                | I-80 Golconda                               | Sub       |
|                                | SR227 & Boyd Kennedy Rd. Roundabout         | Sub       |
|                                | I-15 North Phase 3                          | Sub       |
|                                | I-15 North Phase 4                          | Sub       |
|                                | Lovelock Maintenance Station                | Sub       |
| RHA (DBE)                      | I-515 City Parkway, DAP-T06                 | Sub       |
|                                | I-15 South Phase 2 Widening Project         | Sub       |
|                                | Pyramid Highway Connector Project (Phase 1) | Sub       |
|                                | Downtown Access Project                     | Sub       |
| CA Group                       | I-15 Tropicana Interchange                  | Prime     |
|                                | P662-18-016 TRAFFIC OPS ON-CALL             | Prime     |
|                                | I-15 SOUTH NEPA/HSR                         | Prime     |
|                                | I-515 CHARLESTON BLVD INTERCHANGE FINAL     | Prime     |
|                                | HENDERSON INTERCHANGE NEPA                  | Prime     |
|                                | CRAVE Master Service Agreement              | Prime     |
|                                | CENTENNIAL BOWL PHASE 3D                    | Prime     |
|                                | NDOT IDIQ PM On-Call                        | Prime     |
|                                | LPA Projects in District 2                  | Prime     |
|                                | NDOT HOVHOP                                 | Prime     |
|                                | NDOT On-Call Grant Writing Services         | Prime     |
|                                | NDOT SR 169 WIDENING                        | Prime     |
|                                | I-15 NORTH PHASE III WIDENING               | Prime     |
|                                | HENDERSON INTERCHANGE DBP                   | Prime     |
|                                | NDOT District 3 ADA                         | Prime     |
|                                | I-15 CENTRAL CORRIDOR                       | Prime     |
| SR-361                         | Prime                                       |           |

|                  |   |       |
|------------------|---|-------|
|                  | I-80 Mill and Overlay at Nightingale    | Prime |
|                  | US 395 SOUTHERN SIERRA CORRIDOR STUDY   | Prime |
|                  | I-15 SLOAN TO STATELINE FEASIBILITY     | Prime |
|                  | I-11 HOOVER DAM 3R PROJECT              | Prime |
|                  | I-80 East NEPA                          | Prime |
|                  | TRAFFIC OPERATIONS STAFF AUGMENTATION   | Prime |
|                  | HSIP On-Call                            | Prime |
| HDR, Inc         | Tortoise Monitoring                     | Prime |
|                  | Monarch CCAA/CCA                        | Prime |
|                  | LPA District 1                          | Prime |
|                  | NDOT RSB Phase ROW On Call Task Order 1 | Prime |
|                  | NDOT I515 Flamingo Reconstruct TO3      | Prime |
|                  | NDOT I515/Flamingo MSE TO4              | Prime |
|                  | NDOT Downtown Tonopah                   | Prime |
|                  | NDOT - US395 N Valleys                  | Prime |
|                  | Sahara Ave Rainbow - I-15               | Prime |
|                  | Reno Spaghetti Bowl, Ph 2               | Prime |
|                  | Wells, NV ADA Improvements              | Prime |
|                  | NDOT-US95/CC215 Interchange             | Prime |
|                  | NDOT SWOT                               | Prime |
|                  | Traffic Ops                             | Prime |
|                  | Grant Writing                           | Prime |
|                  | NDOT - North Valleys PH2                | Prime |
|                  | I-11 EIS                                | Prime |
|                  | Betterments CM                          | Prime |
|                  | Yerington CM                            | Prime |
|                  | D2 Permit Assistance                    | Prime |
|                  | D3 Crew 908/920 Aug                     | Prime |
|                  | NSRS Administration                     | Prime |
|                  | Avenue                                  | Sub   |
| I-15 South       | Sub                                     |       |
| I-80 East        | Sub                                     |       |
| CME Fallon       | Sub                                     |       |
| CME Fernley      | Sub                                     |       |
| CME Mt Rose      | Sub                                     |       |
| KCI Technologies | Downtown Access Project                 | Sub   |
|                  | North Valley Phase 2                    | Sub   |
|                  | West Wendover UPRR Bridge               | Sub   |
|                  | US95 Tonopah                            | Sub   |
|                  | Winnemucca ADA                          | Sub   |
|                  | HSR – Brightline                        | Sub   |
|                  | I15 – Tropicana DB                      | Sub   |
| Ninyo & Moore    | CC-215 I-15 North Phase 4               | Sub   |
|                  | Project NEON                            | Sub   |
|                  | Searchlight Welcome Center              | Sub   |
|                  | I-15/Cactus Avenue Interchange          | Sub   |
|                  | I-15 Truck Climbing Lane                | Sub   |
| NewFields        | I-15 Tropicana Design Build             | Sub   |
|                  | ATCMTD Project                          | Sub   |
|                  | I-80 East Geotechnical                  | Sub   |
|                  | I-80 East Geotechnical                  | Sub   |
|                  | US395 North Valleys Phase 2             | Sub   |
|                  | I-80 Golconda                           | Sub   |

|  |   |                     |
|--|---|---------------------|
| Wallace Morris Kline<br>Surveying, LLC | MSE Wall Re-Design at I-515/Flamingo<br>Interchange | Sub<br>Attachment A |
|  |   |                     |

The SERVICE PROVIDER's original estimate was \$21,576,479.04 including direct labor (77,829 man-hours of work by the SERVICE PROVIDER), overhead rate of 102.74%, a 10% fee, and direct expenses at \$376,000 (including sub-consultant expenses).

The negotiations yielded the following:

1. There will be 49,290 total man-hours allotted to the project throughout the course of this agreement at a direct labor cost of \$11,676,454.26.
2. NDOT and Jacobs Engineering agreed to the payment method of specific rates of compensation, see attached billing rates.
3. The direct expenses agreed to total \$4,219,844.62 for sub-consultants, reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
4. The total negotiated cost for this agreement, including direct labor, overhead, fee and direct expenses will be \$11,676,454.26 a reduction of \$9,900,024.78 from the service provider's original estimate.

Reviewed and Approved:

DocuSigned by:  
  
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SCOPE OF SERVICES

**Agreement Number 085-23-110**

Final Design for NEON Phase 2

*Prepared for*  
Nevada Department of Transportation

September 2023

**Jacobs**

1301 N. Green Valley Pkwy  
Suite 200  
Henderson, NV 89074

## Final Design for Project NEON Phase 2

### Project Description

The proposed project is the second phase of Project NEON (Project). The focus of the Project is to complete the Interstate 15 (I-15) northbound Collector Distributor (CD) road for the I-15 northbound exit to US-95 North, Martin Luther King (MLK) interchange and Alta/Bonneville Road. The CD Road will braid with the Sahara northbound on-ramp and I-15 exit ramp to Charleston Avenue. The Project also includes reconstruction of the Sahara Interchange and the addition of mainline width, beginning north of the Sahara NB off-ramp gore, to minimize future reconstruction north of Sahara while accommodating future lane balance improvements on I-15 between Sahara and Spring Mountain interchanges. The Project's southern limits are at the Sahara interchange southern gores. The Project will complete the proposed I-15 northbound CD road improvements, the Sahara interchange (to the southern ramp gores), and major I-15 improvements including mainline widening, realignment, and restriping to accommodate the future MLK connector and I-15 Central Corridor projects. This I-15 Project will further alleviate congestion near the downtown spaghetti bowl and improve I-15 transportation movements critical to local, regional, and national economies.

The proposed Project consists of providing environmental reevaluation, public outreach, value analyses, preliminary engineering, construction plans, specifications, and estimate. The project will include scope of work for roadway, drainage, structural, traffic including ITS and traffic operations, utilities, landscape & aesthetics, and environmental disciplines. In addition, NEPA clearance document reevaluation will be required. The project will be designed in accordance with NDOT, AASHTO, and FHWA policies, procedures, and criteria unless otherwise noted in the scope below. The NDOT and Consultant Project Managers will work together to monitor costs and work progress. Should scope or costs exceed the agreed terms or amount, any additional work scope will need to be authorized and costs agreed to prior to initiation of said work.

### 1. Management

#### 1.1. Project Management

The SERVICE PROVIDER will provide a Project Manager to support the DEPARTMENT Project Manager (PM), coordinate SERVICE PROVIDER activities, staff the project, assist with communications, participate in meetings, oversee the SERVICE PROVIDER tasks, and advise the DEPARTMENT management. The SERVICE PROVIDER's project manager will provide staff planning and resources requirements to meet Project schedule commitments, including roadway, drainage, structural, traffic (including ITS and traffic operations), utilities, right-of-way, landscape & aesthetics, erosion control, and environmental clearance disciplines and support staff required to perform the oversight and independent quality assurance reviews.

#### 1.2. Major Project Management Plan (PMP)

SERVICE PROVIDER will provide the DEPARTMENT a Major Project Management Plan based on the DEPARTMENT's PM Division guidelines and FHWA requirements with input from the DEPARTMENT.



The DEPARTMENT's PMP for administering the project will describe the Project's purpose, scope, procurement, organizational management, project management controls, communications management, documentation & reporting, closeout, oversight, PMP management, environmental monitoring, right-of-way, site security, and traffic management. The plan will include a project schedule to define the activities and processes that the project team will follow to meet the project goals. The initial PMP will cover any environmental and engineering services needed to prepare the Project's PS&E schedule for advertisement and the support services needed during the advertisement period. It is anticipated the PMP will need periodic updates at the request of the DEPARTMENT or other major Stakeholders.

Additional PMP's for future or potential project phases are not included in this scope of services.

### **1.3. Project 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 and/or at any major schedule change.

The SERVICE PROVIDER will provide monthly invoices including a progress report. The monthly progress reports/invoices will be submitted to the DEPARTMENT's Project Manager. It will be based on data received from each task lead and SERVICE PROVIDER and will address the following:

- Work tasks completed since the last report
- Progress on each work task planned and overall percentage complete for the next reporting period
- Needs/requests between the DEPARTMENT task leads and SERVICE PROVIDER
- Change to date

In the event of a formal change request and/or contract amendment, a scope, schedule, and budget proposal will be developed for the DEPARTMENT's consideration. Proposal data will be sufficient to establish effects to project completion, labor detail to establish suite of expertise, and a clear depiction of services and deliverables to be provided.

### **1.4. Quality**

#### **1.4.1. Quality Assurance/Quality Control (QA/QC)**

The SERVICE PROVIDER is responsible for the quality, accuracy, and completeness of the materials prepared under this contract and shall check all such material accordingly. The SERVICE PROVIDER will assign a dedicated Quality Manager to ensure comprehensive QC is provided on all documents, plans, calculations and estimates for the work being performed under this contract. The SERVICE PROVIDER shall also have a QA review for this project that is independent of the design function.

The SERVICE PROVIDER will deliver copies of all comment summary sheets to the DEPARTMENT Project Manager.

QA reviews will be performed on all deliverables, documents, and processes necessary to complete the work on this project.

#### **1.4.2. Quality Reviews Using Blue Beam**

The SERVICE PROVIDER will use of Bluebeam as a review and records tool for deliverable reviews and quality assurance processes. All design reviews will be utilizing Bluebeam Studio sessions for reviews, comment resolution and dispositions, and design records management.

The Bluebeam software provides accountability for and traceability of comments; to ensure designer response; facilitate comment resolution; and verify comments have been incorporated into the design. Upon review completion, comments are saved as quality records and for validation with future submittals to validate comments incorporated. Reports from Bluebeam are used to document the DEPARTMENT's comment status and closure.

### **1.5. Document Control**

The SERVICE PROVIDER shall develop and maintain a Project Management website utilizing Bentley ProjectWise for the purpose of storing and transferring Project files throughout the life of the Project. The website will include, but not be limited to, all Project documentation including meeting minutes, design calculations, electronic files, correspondence, email, etc., including scanning of all hard copies not transmitted electronically. The DEPARTMENT Project Manager and task leads shall have access to the files through a secured account and may request access rights for other agency **representatives, agents, employees, and officials involved with the Project. All project documents** will be provided to the DEPARTMENT electronically upon project completion. Provisions will also be made to archive this data.

- All working files will be updated as they are revised. Current versions will be available at all times
- MicroStation files will be posted in Version 8i
- SharePoint Site (optional if ProjectWise access is not desired)
- Regular Administrative document control filing

### **1.6. Coordination Meetings**

#### **1.6.1. Design Coordination Meetings**

The SERVICE PROVIDER will conduct ten (10) design coordination meeting with DEPARTMENT and SERVICE PROVIDER staff. SERVICE PROVIDER will be responsible for organizing, attending, providing meeting minutes, and maintaining an action item log for the project.

#### **1.6.2. Miscellaneous Meetings**

The SERVICE PROVIDER will conduct eight (8) miscellaneous meetings with local utilities, stakeholders, NDOT, and SERVICE PROVIDER staff. SERVICE PROVIDER will be responsible for organizing, attending, and providing meeting minutes for these meetings.

#### **1.6.3. Kickoff Meeting**

During the Preliminary Design phase, the SERVICE PROVIDER will conduct a kickoff meeting with stakeholders, NDOT, and SERVICE PROVIDER staff. SERVICE PROVIDER will be responsible for organizing, attending, and providing meeting minutes for this meeting. The meeting may be conducted as part of the overall PDFS meeting and field review.

## **2. Refine and Analyze Alternative**

### **2.1. Refine and Analyze Alternative**

Alternative Analysis services are NOT in this Scope of Service

## 2.2. Value Analysis

The general mission of the VA Study is to provide the DEPARTMENT with recommendations for improved value solutions, where possible, for meeting the Project's highway widening and improvements goals. A VA Team will provide recommendations that seek to minimize total initial and life-cycle cost, and will also address functional improvements, where possible. The CONSULTANT will lead the VA Team, consisting of the DEPARTMENT's multi-disciplinary staff assigned to the study, and CONSULTANT representatives, including the VA Team Leader and a VA Study Assistant. In this session, the VA Team can concentrate on the following areas:

- Identifying cost-driven design criteria and functions
- Identifying marginally justified supporting functions
- Identifying Project elements that may have inappropriate cost-to-worth relationships, and validate appropriate cost-to-worth relationships
- Improving Project design concepts through documented collaborative analysis and recommendations.
- Outlining any apparent risk areas that the DEPARTMENT could face in terms of overall Project delivery.

In many instances, the VA process simply allows the team to explore alternative design concepts that are more cost-effective or more functionally effective than the original proposal. One important aspect of the VA Study will be to recommend implementable VA proposals that the VA Team believes will enhance Project design elements or will reduce cost without sacrificing function. The VA Team will be prepared to effectively communicate the tradeoffs among the following issues:

- Cost versus flexibility and redundancy
- Cost versus convenience
- Cost savings and innovation versus agency risk
- Initial capital savings versus operational cost
- Phased construction in comparison to cash flow or Project budget constraints.

The VA process will encourage full communication between Project stakeholders which contributes to value-added alternatives from the VA Study. Additional opportunities for savings can result from clear communication of the tradeoffs mentioned above.

### Pre-Study Phase: Coordination Prior to VA Study

The CONSULTANT VA Team Leader will attend a Pre-Study Workshop in Las Vegas, NV, approximately four (4) prior to the VA Study. This meeting may be in person or online. The purpose of the Pre-Study Workshop will be to review the proposed agenda for the VA Study, to coordinate with the DEPARTMENT VA Manager and the CONSULTANT's DM to request compilation of pertinent Project design information for the VA Study, to identify all team members who will participate on the VA Study, and to determine other logistics of the VA Study.

The VA Team Leader will confirm that sufficient copies of existing design documentation will be available to the VA Team during the week of the study. Pertinent documentation includes, but is not limited to design drawings, cost estimates, environmental documents, schedules, budgets, soils reports, aerial photographs, right-of-way plans, the highway widening and alignment options report,

and other information that describes existing conditions, the final design, and interfaces with adjacent projects (current or future).

The VA Team Leader will prepare a coordination memorandum that will be distributed to all VA Team members in advance of the VA Study. The memorandum will cover the logistics of the study, the agenda for the orientation meeting and the full VA Study, and general expectations of the VA Team members.

The VA Team Leader will contact the DEPARTMENT VA Team members in advance of the study to discuss team member roles and gauge their familiarity with the VA process in advance of the study.

A subset of pertinent design information will be reproduced by the DEPARTMENT or CONSULTANT and sent to VA Team members for their review prior to the VA Study.

The VA Team Leader will adjust the planned VA Study agenda as appropriate to spend focused time on priority elements of the Project within the timeframe of the one-week VA Study.

### **2.3. Value Analysis Session**

As mentioned herein, the main goal of the VA Study is to provide the DEPARTMENT with recommendations for improved value solutions, where possible, for meeting the overall transportation improvement goals of the Project, including interchange improvements and highway widening. The VA Team will provide recommendations that seek to minimize total initial and life-cycle cost, and also address functional improvements where possible. The major components of the Project and connectivity to existing roadways will be reviewed and discussed during the VA Study.

The Session will include a VA Orientation and Site Tour (1 day), followed by the 3-day VA Study, totaling approximately 4 work-days. The VA Orientation and site tour and VA Study will take place over a single work week.

The VA Team will consist of the VA Leader, VA Assistant, up to five (5) CONSULTANT Subject Matter Experts and up to five (5) Agency staff from the DEPARTMENT, FHWA and stakeholder agencies.

An Executive Summary presentation will be made to the DEPARTMENT and FHWA representatives in the mid-morning to early afternoon of the last day of the VA Study.

### **2.4. Preliminary and Final VA Reports**

The deliverable from the VA Study will be the Preliminary VA Report, followed by the Final VA Report.

The VA proposals will be structured into four categories, with the focus being on a group of proposals that have the potential to reduce cost without significantly impacting Project functions. Another group of proposals may be recommended that would impact Project functions, but only if budget limitations force a reduction of Project scope in order to bring the cost estimate in line with the budget. Additional proposals may be recommended that could increase cost, but only if significant functional enhancements would warrant such expenditures in the VA Team's opinion. A final group of VA proposals may pertain to items studied but not proposed. Observations narratives will also be prepared to document any design or Project related items discussed during the VA Study and recommended for follow-up.

The Preliminary VA Report will be produced and distributed to the DEPARTMENT within twelve (12) working days following the final day of the VA Study. The Preliminary VA Report will include a VA proposal summary and complete copies of all proposal calculations and sketches. The Preliminary VA Report will be forwarded to the DEPARTMENT as a consolidated PDF document. Hard copies can

follow upon request from the DEPARTMENT. Representatives from the DEPARTMENT, FHWA, and design team will be requested to review the report and make decisions as to acceptance, rejection or modification of the VA proposals.

A post-workshop meeting will be held within two (2) weeks following delivery of the draft VA Report. The VA Team Leader may participate in person. Representatives from the DEPARTMENT, FHWA, design team, and appropriate VA representatives (some by phone) will determine which proposals are being accepted, rejected or modified.

The Final VA Report will then be prepared, once the final dispositions of the VA proposals have been determined (accepted, rejected, or modified). The Final VA Report will include typewritten summaries of the VA proposals, their disposition, the VA methodology, and other issues addressed by the VA Team. Ten (10) copies and an electronic PDF copy of the Final VA Report will then be sent to the DEPARTMENT no later than ten (10) working days from final recommendation.

**Assumptions:**

The following general Assumptions are made in preparing this scope of work and fee:

- Value Analysis is a discreet Project review service for purposes of evaluating potential ways to deliver a Project more economically, but it is not intended to replace design, construction management or program management oversight services required for administration of an overall Project or program.
- All meetings will be held in Las Vegas, Nevada.

**Deliverables:**

- Preliminary and Final VA Report

**3. Environmental Reevaluation**

This task includes environmental analysis services needed to complete a Reevaluation of the Project NEON Final Environmental Impact Statement (EIS), Record of Decision (ROD), and two previously completed Reevaluations. The SERVICE PROVIDER will use the NEPA document Reevaluation template as provided by NDOT to complete this documentation.

The Reevaluation will focus on the following key PROJECT elements:

- Northbound C-D road
- Sahara Avenue interchange
- Lane balance improvements
- Oakey/Wyoming overpass (removed from the project)

**3.1. Project Introduction, Purpose, Background, and Changes in Proposed Action**

The SERVICE PROVIDER will provide a summary of the previously completed environmental documentation and explain the purpose of the current Reevaluation, including changes/updates in the proposed action, and provide background information as to why a Reevaluation is needed. The SERVICE PROVIDER will review the 2010 Final EIS and 2012 and 2015 Project NEON reevaluations and document the following in the new reevaluation:

- changes in scope, design of the project, and funding
- changes in laws, rules, and codes
- changes to the existing environment
- changes to the project impacts and mitigation

### **3.2. Re-evaluation Questions**

The SERVICE PROVIDER will answer all Reevaluation questions in the NDOT Reevaluation template. It is anticipated the following resources will require minimal response:

- Agricultural Impacts
- Water Body Involvement
- Wetland Impacts
- Wild and Scenic Rivers
- Indirect and Cumulative Impacts

### **3.3. Traffic Analysis**

The SERVICE PROVIDER will review the Traffic Operations Analysis conducted as part of the project to determine if traffic patterns have changed in a way to cause additional project impacts.

### **3.4. Right-of-Way Impacts**

The SERVICE PROVIDER will compare the right-of-way required in this Reevaluation against that identified in previous PROJECT environmental documentation and document any changes in right-of-way needed.

### **3.5. Social Impacts and Environmental Justice**

The SERVICE PROVIDER will review the elements of Phase 2 of this project and analyze if the EIS determination that the project would not have a disproportionately high or adverse effect on minorities or low-income populations is still accurate. The SERVICE PROVIDER will also acknowledge Executive Order 14096 *Revitalizing Our Nation's Commitment to Environmental Justice for All, but will analyze environmental justice impacts based on existing FHWA and NDOT guidance.*

As part of the Final EIS, the Oakey/Wyoming overpass was recognized as an “offsetting benefit” that applied to the environmental justice population. The SERVICE PROVIDER will analyze how the removal of this project element will impact the environmental justice population. This includes one interview with project stakeholders.

### **3.6. Economic Impacts**

The SERVICE PROVIDER will identify the impacts of the proposed changes on established businesses.

### **3.7. Land Use**

The SERVICE PROVIDER will review local and regional land use and transportation plans and will identify major changes to these plans that has occurred since the previous environmental documentation. Prepare analysis of the Project’s potential impacts to existing land use and evaluate the consistency of build alternatives with future land use plans.

**3.8. Section 4(f)/Section 6(f)**

No new Section 4(f) properties are anticipated unless a new historic architectural property is identified by the high level cultural resource investigation.

**3.9. Visual**

The SERVICE PROVIDER will conduct an analysis of visual impacts of the proposed project changes. This analysis will focus on how the changes will impact the surrounding visual receptors, with a focus on residences. The visual resources analysis will be produced consistent with FHWA guidelines and standard methods.

The SERVICE PROVIDER will prepare two visual simulations for this PROJECT representing the mass and scale of project elements from available public viewpoints, with an emphasis on highly viewed locations or locations that are more visually sensitive, such as nearby residential areas. The SERVICE PROVIDER will identify visual simulation viewpoints, which will be submitted to the DEPARTMENT for confirmation before proceeding with the simulations. The simulations will be largely based on photographs from the field (existing conditions) Each simulation will be evaluated for visual impacts relative to the existing condition, following the FHWA guideline for assessing potential impacts according to the views from and to the proposed project.

**3.10. Cultural Resources**

Due to the passage of time since the Final EIS, the SERVICE PROVIDER will conduct a NVCRIS search to identify previously recorded cultural resources in the project footprint and an appropriate buffer, review local listings and other readily available registries to supplement the NVCRIS, and review historic aerials and maps to identify resources that may be older than 40 years within the appropriate buffer.

No archaeological investigations will take place as part of this PROJECT.

**3.11. Fish and Wildlife Impacts/Endangered Species**

The SERVICE PROVIDER will coordinate with the U.S. Fish and Wildlife Service (USFWS) to receive a project-specific list of threatened, endangered, proposed, and candidate species through the Information, Planning and Conservation (IPaC) system.

**3.12. Recognized Environmental Conditions**

The SERVICE PROVIDER will review previous hazardous material documentation for the project and conduct an environmental database review (records search) to identify any new recognized environmental conditions in the PROJECT's footprint. The SERVICE PROVIDER will complete a report based on the desktop records search findings.

**3.13. Air Quality**

The SERVICE PROVIDER will review the air quality information from the previous NEPA documentation and determine if additional air quality analysis is needed. Air quality analysis will be performed for the project based upon the requirements of National Environmental Policy Act (NEPA), the conformity provisions of the Clean Air Act Amendments (CAAA), and other state and federal environmental requirements.

The Project is subject to transportation conformity requirements. Regional conformity of the project will be demonstrated by the project included in the latest conforming regional transportation plan (RTP) and the federal transportation improvement program (FTIP).

CO hot spot modeling, PM10 hot spot evaluation, MSAT qualitative analysis, and greenhouse gas analysis are not part of this scope. Potential detailed greenhouse gas analysis based on the January 2023 CEQ guidance will be part of contingent scope.

### **3.14. Traffic Noise**

The SERVICE PROVIDER shall complete the following:

- Perform a traffic noise analysis in accordance with the current version (2022) of NDOT’s “TRAFFIC AND CONSTRUCTION NOISE ANALYSIS AND ABATEMENT POLICY”. Noise analyses shall be performed for the preferred alternative.
- The noise analysis requires existing and predicted (future) traffic data. Existing and future traffic data along with preferred alternative roadway design to be provided by SERVICE PROVIDER design team.
- Require site visit to identify adjacent, land use development and photo document representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
- Determine existing and predicted noise levels for representative receivers, as follows:
  - Take field measurements of existing noise levels. Field measurements shall be accomplished with sound meters that meet or exceed American National Standards Institute (ANSI) S1.4-1983, Type 2.
  - Video record existing traffic corresponding to the field measurements to obtain an accurate traffic count.
  - Perform computer modeling of existing noise levels and predicted (future) noise levels. Computer modeling shall be accomplished with the latest FHWA approved Traffic Noise Model (TNM) software program which must be purchased at the expense of the CONSULTANT’s Technical Expert from the software distributor.
  - Computer modeling shall be accomplished with the latest FHWA approved Traffic Noise Model (TNM) software program which must be purchased at the expense of the CONSULTANT’s Technical Expert from the software distributor.
- Perform a validation of the existing TNM noise model and provide the noise validation results in an appendix to the noise analysis report.
- Identify impacted receivers in accordance with the absolute and relative impact criteria.
- Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria. Propose noise abatement measures that are both feasible and reasonable.
- Determine predicted (future) noise impact contours for transportation activities where there is adjacent undeveloped property where residential or commercial development is likely to occur in the near future.

The analysis will be summarized into a technical memorandum and then incorporated into the reevaluation document. The SERVICE PROVIDER will address one round of comments from the DEPARTMENT on the draft environmental document.



**3.15. Construction Impacts**

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

**3.16. Document Preparation/Review**

This task encompasses the preparation of the Reevaluation document. The SERVICE PROVIDER will author, edit, and revise the document per direction from the DEPARTMENT, FHWA, and resource agencies. The following iterations of the document are included:

- Draft Reevaluation – NDOT and FHWA review
- Approved Reevaluation

**3.17. Geotechnical Environmental Review and Approval**

The SERVICE PROVIDER shall ensure proposed boring locations are provided to the DEPARTMENT to support a review and approval of all known proposed geotechnical testing locations prior to the execution of those activities.

**4. Public Outreach****4.1. Public Involvement Plan**

The SERVICE PROVIDER will develop a comprehensive Public Involvement Plan that includes the following:

- Identification of stakeholders and their concerns
- Methods of communication to be used with stakeholder groups
- Plan for multicultural outreach
- Plan for public information meetings
- Plan for receiving, documenting, and replying to feedback

**4.2. Business Outreach**

The SERVICE PROVIDER will coordinate, prepare outreach materials for, and attend twenty (20) meetings with impacted business owners in the area, as needed. These meetings will allow the DEPARTMENT to provide project updates and discuss any questions or concerns. Meetings will be documented for the project record.

**4.3. Community and Neighborhood Outreach**

The SERVICE PROVIDER will coordinate and attend five (5) meetings with community and neighborhood groups. The team will prepare project information materials in both English and Spanish for residents and property owners throughout the project area. These meetings will allow the DEPARTMENT to provide project updates and discuss any questions or concerns. Meetings will be documented for the project record.

**4.4. Presentations**

The SERVICE PROVIDER will develop five (5) presentations for stakeholder meetings to convey project elements, benefits, and timeline, as needed.

#### **4.5. Social Media**

The SERVICE PROVIDER will create content and coordinate with the DEPARTMENT's Public Information Officer for the DEPARTMENT to post Project content to the DEPARTMENT'S three (3) social media accounts: Twitter, Facebook, and Instagram. The CONSULTANT will coordinate responses to comments and questions received via social media with the DEPARTMENT. One (1) post per month will be provided.

#### **4.6. Website**

The SERVICE PROVIDER will assume hosting duties for the existing Project website ([www.ndotprojectneon.com](http://www.ndotprojectneon.com)). The SERVICE PROVIDER will update the existing site to reflect Phase 2 and develop content to provide regular project updates.

#### **Email and Contact Database**

The SERVICE PROVIDER will use the Project Neon Design-Build email database as a starting point. The database will include contact information for all engaged stakeholders, an email list, and all comments and questions received by the public involvement team and the responses. The team will send regular Project updates and announce the virtual public meeting via email using this list. Should NDOT's community engagement online platform, PublicInput, become available for use, all contacts will be transferred into the PublicInput database, and the SERVICE PROVIDER will utilize PublicInput for mass communication, including emails, texts, tracking stakeholder engagement, public comments, questions, and other feedback.

#### **4.7. Public Meeting**

The SERVICE PROVIDER will manage all elements of one (1) 30-day virtual public meeting. Tasks, activities, and deliverables include:

- Establishing the meeting dates
- Designing and sending mailers (minimum distance of one-quarter mile from the Project area)
- In addition to notifying residents and businesses within a minimum one-quarter mile of the Project, the SERVICE PROVIDER will research and notify key residential areas, business owners, and stakeholders to ensure all interested parties have opportunity to provide feedback and input on the Project.
- Sending e-blast notification
- Providing newspaper advertisements in the Review-Journal (placed on the first day of the meeting) and two (2) minority publications
- Preparing exhibits for the virtual meeting
- Documenting and responding to public comments as part of the record of the virtual meeting
- Preparing a public meeting summary report within 30 days following conclusion of the meeting
- All materials will be prepared in English and Spanish

#### **4.8. Media Relations**

The SERVICE PROVIDER will assist the NDOT PIO with media relations as needed.

#### **4.9. Project Logo**

The SERVICE PROVIDER shall develop a project logo. The project logo will be developed with DEPARTMENT oversight and will be used for all outreach materials. The SERVICE PROVIDER will provide revisions of the logo as needed during the development process.

#### **4.10. Design Files**

The SERVICE PROVIDER shall deliver all native design files used for purposes of outreach to the DEPARTMENT'S Public Involvement Specialist at the conclusion of this agreement.

### **5. Cost Risk Assessment (CRA)**

SERVICE PROVIDER will lead the cost and schedule risk assessment process for the Project, based on the currently envisioned project scope. 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. It is anticipated that only one CRA will be completed for the NEPA phase.

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

#### **5.1. Pre-Workshop Preparation**

Includes review of project materials, advance discussion of project issues and needs, and selection (with the Project Team) of SMEs. The task also includes conducting a preliminary review of the cost estimates and schedules, including development of a draft "flowchart" abstraction of the project schedule.

#### **5.2. Risk Assessment (RA) Workshop**

During the three day workshop (to be held in the Las Vegas area), the SERVICE PROVIDER will work collaboratively with the project team to confirm the "base" project scope, delivery strategy, and key assumptions, and update project flow chart as necessary. The SERVICE PROVIDER will also coordinate with project team and the DEPARTMENT independent cost estimators and other SMEs to establish the "base" cost estimate and quantify "base uncertainties", as appropriate. The SERVICE PROVIDER will lead the identification and review of "risk factors", to include the following: a comprehensive, non-overlapping set of risks and opportunities consistent with the "base" that reflects current project status; facilitate defensible and adequate quantification of risk factors by eliciting subjective assessments from project team and SMEs; and adequately document the assessments in a risk register. Potential risk management (RM) actions may be discussed during the workshop and will be documented in the risk register but will not be formally incorporated into the initial results. It is assumed that up to two new project scenarios will be evaluated.

#### **5.3. RA Modeling**

Following the conclusion of the RA workshop and finalization of necessary inputs, the "base" and "risk" factors will be combined within an integrated Monte Carlo simulation model to quantify uncertainty in the project cost and schedule, prior to risk mitigation. Critical risks and opportunities will be prioritized for assistance with subsequent risk management efforts. A summary of key draft results will be provided for project team review.

#### **5.4. RA Results Presentation**

The draft "unmitigated" results of the RA will be presented to the project team and the DEPARTMENT management.

### **5.5. Draft and Final Report**

SERVICE PROVIDER will prepare a draft summary report documenting the analysis and unmitigated/mitigated results, incorporating any comments received on the preliminary results. Finalize the written report, incorporating any comments received on the draft report.

### **5.6. Initial Financial Plan**

SERVICE PROVIDER will update the Financial Plan for the project on behalf of the DEPARTMENT for submission to Federal Highways Administration (FHWA) for review and approval. The IFP will be structured based on the FHWA standard IFP template and will reflect the cost and schedule results developed through the CRA. DEPARTMENT staff will provide input to the IFP as needed (e.g., as related to NEPA development, financing information, programming papers, etc.) The IFP will be initially submitted by DEPARTMENT to FHWA as a draft. SERVICE PROVIDER will take the lead to address and incorporate FHWA comments into a final document.

## **6. Engineering**

### **6.1. Engineering Task Management**

The SERVICE PROVIDER will assign an Engineering Task Manager to coordinate with the Project Management team and other task leads as needed throughout the project. Typical responsibilities include the following:

- Provide staff direction for task execution
- Guide project design deliverables and recommendations
- Communicate engineering design progress with the Project Management Team
- Review discipline progress against schedule, monitor the task budget, and report monthly progress

The SERVICE PROVIDER's engineering team who reports to the Engineering Task Manager include the following task leads:

- Roadway
- Structures
- Drainage/Stormwater/Erosion Control
- Landscape and Aesthetics
- Geotechnical
- Traffic Operations
- Signing/Striping
- Signals & Lighting
- ITS
- Utilities/SUE

### **6.2. Data Collection**

The SERVICE PROVIDER will gather and review existing information prior to the PDFS. The information is anticipated to include:

- As-built contract drawings which will be provided by the DEPARTMENT, including contract plans and permits for developments along DEPARTMENT-maintained routes.

- In coordination with District 1 Right-of-Way Utilities Agent, the SERVICE PROVIDER will request utility information, including as-builts, redlines, and utility coordination correspondence.
- A photo survey of the project, identifying significant issues to be evaluated in the PDFS.
- Supplemental recent information that will aid in the development, evaluation, and documentation of the PDFS process
- A Right-of-Way verification request and additional standard requests for project support

This information will form the basis for the PDFS activity and is intended to identify potential advance solutions to address the needs of the project.

### **6.3. Survey & Mapping**

#### **6.3.1. Aerial Mapping**

The PROJECT will use the existing NEON and Central Corridor Aerial Mapping and Location Data including alignments for the project limits. Mapping is located to the DEPARTMENT's state coordinate plan.

#### **6.3.2. Topographic Site Survey**

Supplemental horizontal and vertical location of existing physical improvements to include utilities, curb and gutter, driveways, asphalt paving, drainage facilities, walls (neighborhood or other...and labeled as such), concrete, and any other improvements necessary for design plans and match conditions. Invert elevations will be obtained for only those sewer manholes, storm drain manholes, inlets, culverts, or drainage structures impacted the project improvements or as needed for project design. The design survey will cover all necessary physical elements to ensure accuracy of information for design elements needed to establish the footprint of the Project.

The DEPARTMENT will provide Horizontal and Vertical Control for the project. Integration of aerial topography with field supplemented topographic data and Base Engineering Drawings will be performed by the SERVICE PROVIDER.

#### **6.3.3. Base Map Development**

The PROJECT will use the existing NEON and Central Corridor aerial mapping and existing digital terrain model (DTM). The SERVICE PROVIDER will be responsible for incorporating any additional data obtained as part of this scope into the DEPARTMENT provided base mapping and DTM.

#### **6.3.4. Right-of-Way Base Mapping**

The DEPARTMENT shall create a MicroStation DGN file showing the limits of existing right-of-way and adjoining property boundary lines within the areas of proposed acquisitions. The SERVICE PROVIDER will be provided the Department verified right-of-way plans, control, and MicroStation DGN file. The SERVICE PROVIDER shall research public records and obtain documents and maps for the adjacent proposed acquisition properties. The verified right-of-way plans and record information shall be incorporated into the right-of-way plan base map based on the Department control and field ties to record mapping monuments. The right-of-way base map MicroStation DGN file shall be reviewed and approved by NDOT Right-of-Way Survey Services (RWSS), Manager II, PLS. Final approved right-of-way base mapping shall then be incorporated into the design file showing the accurate depiction of the right-of-way and adjoining proposed acquisition property lines.

#### **Deliverables:**

Right-of-way plan base sheets PDF & MicroStation DGN file with reports needed for verification by RWSS, i.e., found monument and PLSS corner listing, record documents and maps, station and offset reports, real world closure reports with ties to PLSS, etc...

#### 6.4. Geotechnical

##### 6.4.1. Existing Geotechnical Data Evaluation

The SERVICE PROVIDER will review existing geotechnical information within the project limits, including data from but not limited to, the previous NEON Design-Build Phase and geotechnical reports by the DEPARTMENT, contract documents from the DEPARTMENT, and published geologic and geologic hazard maps by organizations such as the Nevada Bureau of Mines and Geology (NBMG) and the U.S. Geological Survey (USGS).

The SERVICE PROVIDER will perform an assessment of the existing geotechnical data to determine potential data gaps. Approximate locations where geotechnical borings are not available, or the existing borings are not deep enough for anticipated foundation design will be identified in a project-wide map.

##### 6.4.2. Geotechnical Investigation and Laboratory Testing

The SERVICE PROVIDER will conduct a subsurface investigation to define the subsurface profiles for each project element and to obtain soil samples for laboratory testing. Borings will be performed using hollow-stem auger/rotary wash drilling rig. Each soil boring will be drilled using the hollow-stem auger method until groundwater is encountered. The drilling method will be converted to the rotary-wash below groundwater. All soil samples will be transported to a soil's laboratory for testing. Immediately upon completion of drilling, borings will be backfilled (and patched, if needed) in accordance with the Nevada Revised Statutes and permit requirements.

In hollow-stem auger borings, groundwater measurements will be taken where wet soil conditions are encountered at least once during drilling and before backfilling and sealing. The anticipated number of borings and depths proposed are summarized below:

| Project Element                             | Anticipated Number of Borings | Average Depth (feet) |
|---|-------------------------------|----------------------|
| Retaining Wall Borings (15 retaining walls) | 15                            | 40 to 50             |
| Bridge Structures (10 bridges)              | 30                            | 110                  |

The SERVICE PROVIDER will coordinate and mobilize for subsurface exploration, including obtaining the markout of existing utilities through Underground Service Alert. The SERVICE PROVIDER will provide the traffic control work necessary for explorations and obtain necessary permits. An environmental review and approval will be required from the DEPARTMENT of all known proposed geotechnical testing locations. The SERVICE PROVIDER will survey the boring locations after boring completion.

## 7. Traffic Operations

Traffic modelling work will focus on modeling a Build Alternative (where the improvements are limited to approximately north of Sahara Avenue) and on developing the information needed to support the environmental documentation. The SERVICE PROVIDER will coordinate with the DEPARTMENT to obtain the Aimsun Next model before beginning the modelling process.

### 7.1. Modeling Limits

A subarea within the Southern Nevada Aimsun Next model, specific to Project NEON, was previously defined during the Preliminary Design phase. All modeling work will be completed within this subarea.

The subarea generally includes the following facilities:

- I-15 from Washington Avenue/D Street to Flamingo Road
- US 95/I-515 from Rancho Drive to Las Vegas Boulevard

One adjacent intersection was included on either side of the freeway interchanges.

### 7.2. Modeling Scenarios

The SERVICE PROVIDER will analyze/model the following scenarios:

- Future year (year 2050) Build Alternative
- Future year (year 2050) No-Action Alternative

Existing conditions modeling and calibration was previously completed during the Preliminary Design phase. No existing conditions modeling or Opening year (year 2030) modeling will be completed as part of this effort.

### 7.3. Data Collection

No data collection effort is planned.

### 7.4. Aimsun Next Modeling

The SERVICE PROVIDER will complete the Aimsun Next modelling in accordance with the current version of NDOT's Microsimulation Guidelines. The SERVICE PROVIDER will model both the AM and PM peak periods that are available from the Aimsun Next model developed for the Preliminary Design phase. The modelling period will include multiple time slices (30-minute slices). The SERVICE PROVIDER will develop optimized signal timings for the study intersections in Synchro and use them in Aimsun Next for future conditions modelling. The SERVICE PROVIDER will extract Measures of Effectiveness (MOEs) such as freeway speed and density and intersection delays to evaluate the operations of the Build Alternative and to support the environmental documentation.

### 7.5. TransCAD Modeling

No TransCAD modeling tasks are planned with this effort. In order to develop the future year volumes, the SERVICE PROVIDER will use the updated Southern Nevada Aimsun Next that reflects the RTCNV's latest adopted TransCAD travel demand model. Demands and OD matrices for year 2050 were previously developed during the Preliminary Design phase.

### 7.6. Deliverables

The SERVICE PROVIDER will prepare the following memorandums to document the traffic operations/modeling work completed:

- Traffic Forecasting Memorandum – Addendum
  - The SERVICE PROVIDER will develop and submit a *Traffic Forecasting Memorandum – Addendum* at the end of the forecasting process. This memorandum will summarize the assumptions, methodology, and traffic forecasts developed by the forecasting process.
- Traffic Report – Addendum
  - The SERVICE PROVIDER will develop and submit a *Traffic Report – Addendum* at the end of the traffic operations analysis. This memorandum will summarize the assumptions, methodology, results, and findings of the traffic analysis.

## 8. Traffic Safety Analysis

Traffic Safety Analysis services are NOT included in this Scope of Work.

## 9. Landscape and Aesthetics

The Preliminary Design Submittal will include a concept and illustrative drawings of major components of the project area. The SERVICE PROVIDER will prepare a verified composite base-map, or series of overlays, suitable for development of illustrations and treatment alternatives.

The SERVICE PROVIDER will develop aesthetic treatments in the design of the Project. Aesthetic treatments will be based on the DEPARTMENT's *Pattern and Palette of Place: A Landscape and Aesthetics Master Plan for the Nevada State Highway System*, recommendations from the *I-15 Landscape and Aesthetics Corridor Plan*, and the design of the original project Neon Design-Build Project. The preliminary design development documents will include relevant elements of the base map to clearly illustrate aesthetic relationships and components.

A variety of aesthetic treatments will be considered including, but not limited to, regionally applicable, low water use/low maintenance plantings, including water harvesting; earth graphics with delineated patterns of naturally colored rock; rock mulch; earthen berms; aesthetic patterning; and sculptural elements.

A presentation of the concept plan with various alternatives to the DEPARTMENT's will be held to obtain comments and address questions. The DEPARTMENT's review comments will be incorporated into the plans. Plans will contain sufficient detail necessary for the purposes of cost estimating and to illustrate relationships and components. Plans will consider horizontal and vertical graphics, sculpture, walls, plantings irrigation/electrical sleeve locations and/or water harvesting as needed, soils/ erosion control, inert and utility points of connection, or other components as applicable.

Project-Specific Intermediate Planning Process will include:

- Inventory of Existing Conditions/Site Analysis
- Determining what views are most significant, both from a driver's perspective and from the surrounding community



- Developing a conceptual plan with various alternatives for the DEPARTMENT's Landscape Architecture Section review and selection of preferred alternative
- Determining the highest priority of each treatment – landscape, hardscape improvements, and appropriate artwork
- Analyzing natural site features outside of the interchange that lend identity and context to the existing community that would be enhanced

**Landscape Concept:** The SERVICE PROVIDER will prepare a plan that represents a natural landscape requiring no permanent irrigation. It will include photo examples of the plant materials proposed.

**Slopes, Decorative Walls, Bridge Aesthetics:** If considered, the SERVICE PROVIDER will prepare sections, elevations, and/or perspectives which illustrate slope treatments addressing critical grading associated with the DEPARTMENT's existing structural systems, proposed decorative walls, and bridge and/or sound wall aesthetic treatments.

**Deliverables:**

- Preliminary Design Report (PDF), including support images
- Design concept with support graphics that show enhancements to bridges, slopes, and other existing or new structures proposed. Graphics will show elevation or perspective views with alternative materials, as needed, to convey variations of the preferred concept
- Final Conceptual Design (Roll Plot)

## 10. Intermediate Design for Design Conformance (60%) Design

### 10.1. Design Criteria Memo

The SERVICE PROVIDER will prepare Draft and Final Design Criteria Memos for the project to be submitted, reviewed, and approved as a first order of business. Two coordination meetings with the DEPARTMENT's Project Manager and Roadway Design Division are anticipated to evaluate and set criteria.

**Deliverables:**

- Project Design Criteria Memo

### 10.2. Roadway

The SERVICE PROVIDER will provide surfaces, earthwork quantities, plans in accordance with the 2019 NDOT Plan Preparation Guide for the Project improvements including:

- Title Sheet
- Location Sketch
- Typical Sections Sheets
- General Notes and Summaries Sheets
- Roadway Plan Sheets
- Roadway Profile/Superelevation Sheets
- Geometrics and Elevation Control Sheets
- Location Control Sheets
- Special Detail Sheets

- Site Preparation Sheets
- Roadway Structure List Sheets

### 10.3. Drainage

The Service Provider will provide drainage design commensurate with the Intermediate level of design as defined in Appendix B of the in the NDOT Drainage Manual. The Service Provider will address review comments from the Right-of-Way Setting submittal, and advance design based on ongoing interdisciplinary design development.

The onsite drainage systems will be analyzed and designed in accordance with the DEPARTMENT Drainage Manual (2006) and CCRFCD Hydrologic Criteria and Drainage Design Manual (1999). The onsite storm drain systems analyses and designs will be independent from the offsite drainage improvements due to the size of the contributing tributary drainage basin area and its associated runoff traveling time. For new or improved facilities in areas not maintained by the DEPARTMENT, the SERVICE PROVIDER shall coordinate the design of the new or improved facilities with the appropriate agency. Plans will include system plan layouts and profiles, onsite hydrology and inlet sizing and hydraulic calculations.

The SERVICE PROVIDER will perpetuate existing offsite flow conditions within the project drainage basin boundaries. The analysis will be based on the proposed CCRFCD Boulder Highway Sahara Avenue (BHSA) facility being not constructed and the current storm drain systems surcharged and with overland flows. The SERVICE PROVIDER will review 2018 MPU and Project Neon Drainage Report, S4-06 CCRFCD Facilities – Addendum, July 29, 2016, to establish offsite hydrology, storm drain system hydraulic condition and the overland flow inundation limits. No project specific offsite hydrology or XP-SWIMM 1D/2D simulation will be performed or updated. The existing CCRFCD MPU facilities that will require realignment will be model with WSPG Software model.

The structural integrity of existing and proposed storm drain systems will be evaluated with added embankment for the triple 12'x10' RCB and confluence structures located on the east side of I-15, between Neon Gateway and W. Bonneville Ave. (FW15 0050, 0010 and 0038). Drainage design will be coordinated with other disciplines of storm drain system layouts to minimize utility relocations and conflicts with structural elements including the FW15 RCBs, MSE walls, and bridge structures between Sahara Avenue and Bonneville Avenue.

The Service Provider will provide onsite system plan layouts, preliminary onsite hydrology and inlet sizing.

The SERVICE PROVIDER will provide a Drainage Design Report in conformance with DEPARTMENT standards as defined in the NDOT Drainage Manual, meeting the Preliminary level of design as defined in Appendix A of that document. The report is to include:

- A summary of findings from the review of the 2018 MPU and Project NEON hydrology.
- Hydraulic analysis of proposed offsite storm drain facilities and comparison of results with the existing condition hydraulics as established with the Project NEON analysis.
- Hydrologic analysis, based on the rational methodology and hydraulic analysis of onsite drainage facilities.

- Locations of any proposed facilities to be maintained by Clark County or other local agency
- Discussion of any permitting requirements needed for the drainage work
- Discussion of any impacts to FEMA floodplains

### 10.3.1. Drainage Plans, Details and Report

The SERVICE PROVIDER will prepare Intermediate Drainage Design and Plans and report for the PROJECT in conformance to the current version of the NDOT Plan Preparation Guide. The Drainage Plans will include:

- Drainage Plan Sheets
- Drainage Profile Sheets
- Drainage Detail Sheets
- Drainage Structure List
- Drainage Design Report

### 10.4. Structures

Headwalls for drainage structures and all retaining wall details will utilize the latest edition of the NDOT Standard Plans for Cantilever Concrete Retaining Walls, with the exception of the cut wall along the east edge of right-of-way south of Bonneville Ave. No additional custom wall designs or details will be provided.

The SERVICE PROVIDER will build upon the concept-level structures configurations previously developed and advance the design of the following bridges:

LIST

| No. | Bridge No. | Description                      | Proposed Improvement         |
|-----|------------|----------------------------------|------------------------------|
| 1   | I-857      | I-15 NB over SR589/Sahara Avenue | Modify Structure:<br>Replace |
| 2   | I-837      | I-15 SB over SR589/Sahara Avenue | Modify Structure:<br>Replace |

| No. | Bridge No. | Description                       | Proposed Improvement                                |
|-----|------------|-----------------------------------|---|
| 3   | I-837R     | SE Ramp Flyover                   | Modify Structure:<br>Partial<br>Replace/Realignment |
| 4   | TBD        | CD-N over Oakey Blvd              | New Structure                                       |
| 5   | TBD        | CD-N over Neon Gateway            | New Structure                                       |
| 6   | TBD        | CD-N/CD-N to I-15N Ramp<br>Braid  | New Structure                                       |
| 7   | I-3218N    | I-15N over Charleston Avenue      | Modify Structure:<br>Widen                          |
| 8   | TBD        | CD-N over Charleston Avenue       | New Structure                                       |
| 9   | TBD        | CD-N over Grand Central<br>Ramp   | New Structure                                       |
| 10  | TBD        | CD-N/CD-N to Alta Avenue<br>Braid | New Structure                                       |

The SERVICE PROVIDER will advance the bridge designs to an approximate 60 percent level of completion.

Provide plans in accordance with the NDOT standards and procedures including but not limited to the NDOT Plan Preparation guide for the PROJECT improvements including:

- Bridge Plans
  - Retaining Wall Plans
  - Type Selection Memorandum including:
    - Bridges
    - Excluding Retaining Walls

#### 10.5. Geotechnical

The SERVICE PROVIDER will perform intermediate level geotechnical engineering analyses using data obtained from the project specific geotechnical investigation, laboratory testing and existing geotechnical data. Results of the analyses will be used to formulate intermediate level foundation design recommendations for structures. Analysis generally will include identifying soil profiles, geotechnical design parameters, evaluating bearing capacity, axial and lateral capacity calculations for deep foundations, settlement, a soil nail wall and standard plan wall evaluations, , and anticipated construction consideration.

The SERVICE PROVIDER will prepare intermediate level geotechnical design reports for various project elements and will include boring logs, laboratory test results, geotechnical exploration maps. Geotechnical analysis results/calculations will be provided as a separate submittal.

**Deliverables:**

- One Intermediate GEDR and Calculations Package including 10 bridge structures.
- One Intermediate GEDR and Calculations Package including embankments and 15 retaining walls (one soil nail wall and 14 Standard Plan Walls).

**10.6. Traffic**

The SERVICE PROVIDER will prepare Intermediate Striping and Signing Design and Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide. The anticipated lighting design scope is to upgrade the existing HPS streetlights and HPS underdeck luminaires to LED and provide new LED pole lighting where needed within the project limits

The electrical design will include all necessary power locations, conduit, wiring, boxes, electrical requirements for the lighting system and power distribution services for all the items listed above. Additionally, we will provide associated electrical schedules and calculations.

Traffic signal improvements will incorporate recommended elements from the DEPARTMENT provided Preservation Report excluding improvements to the Sahara Interchange signal. Additional elements to be evaluated include:

- Risk assessment would need to be included in any additional signal heads added to existing poles to determine structural integrity.
- Pedestrian push buttons shall be audible and vibrotactile. They should also be accessible as directed in PROWAG. Coordination will be required with City of Las Vegas to determine if controller upgrade is required.
- Any hanging illuminated street signs (Method 1 or Method 2 in the 2020 Standard Plans TS-10) need to be relocated (Method 3)
- Existing electrical services for ITS, signals, lighting need to be upgraded to 200 amp if not already
- All marked crosswalks require lighting.
- Power conductors, data cables and conduits that services NDOT systems (signal, lighting, and ITS) shall be protected in place. If relocation is required, provide new in-kind
- Maintenance responsibilities need to be discussed for all new signals and lighting installations. SERVICE PROVIDER will work with the DEPARTMENT and City of Las Vegas on amending agreement.
- AGI 32 lighting analysis will be provided for new lighting at crosswalks. It is not anticipated that an AGI 32 analysis will be required for the entire project corridor.

It is also anticipated that all existing signing will be removed and replaced with new sign panels and posts, in addition to any new required signs and posts.

**10.6.1. Signing, Striping, Signals, Lighting, ITS**

Provide plans and quantities in accordance with the NDOT standards and procedures including but not limited to the NDOT Plan Preparation guide and NDOT Signing and Striping, for the PROJECT improvements including:

- Permanent Striping Plans and quantity Excel spreadsheet
- Signing Plans and Sign Summary
- Signal Plans
- Lighting Plans
- ITS Plans
- Overhead sign structures and dynamic message sign (DMS) structures will be per NDOT Standard Plans and structural truss design for the signs is NOT included in this scope of work.

**10.6.2. ITS**

The SERVICE PROVIDER will prepare Intermediate ITS Plans for the PROJECT in conformance to the NDOT Plan Preparation Guide.

The communications design will include:

- One (1) new ramp meter system at the Charleston NB on-ramp
- Three (3) new or modified ATMS Gantries each with 2 Variable Speed Limit (VSL) signs at:
  - Northbound I-15 north of Sahara Avenue
  - Northbound I-15 north of Charleston Boulevard
  - Southbound I-15 north of Sahara Avenue
- Six (6) new Variable Speed Limit Signs (VSL) at:
  - Northbound I-15 north of Sahara Avenue (2 VSL)
  - Northbound I-15 north of Charleston Boulevard (2 VSL)
  - Southbound I-15 north of Sahara Avenue (2 VSL)
- One (1) new PTZ camera and structure at northbound I-15 South of Oakey Blvd.
- One (1) new Microwave Vehicle Detection System (MVDS) at northbound I-15 South of Oakey Blvd.
- Route for a single temporary, during construction, communications system between Sahara Avenue and US 95
- Permanent route for fiber optic cable, conduit, multi duct, vaults, and pull boxes between Sahara Avenue and US 95.
- Electrical service to new or modified ATMS, VSL, PTZ cameras, and MVDS

- ITS structures will be per NDOT Standard Plans and ITS structural design is NOT included in this scope of work.

### **10.6.3. Interchange Justification Report (Change in Control of Access Report [CCAR])**

Preparation of IJR/CCAR is NOT included in this Scope of Services.

### **10.6.4. Transportation Management Plan (TMP)**

Transportation Management Plan (TMP) is NOT included in this Scope of Services

## **10.7. Traffic Control**

Traffic Control Plans are NOT included in this Scope of Services.

## **10.8. Landscape and Aesthetics**

The SERVICE PROVIDER will provide plans in accordance with the 2019 NDOT Plan Preparation Guide for the Project improvements including:

- Landscape and Aesthetic Sheets
- Special Provisions List

**Decorative Walls, and/or Freestanding Aesthetic Structures:** The SERVICE PROVIDER will revise designs, as necessary, including an updated cost estimate as directed by the DEPARTMENT's Landscape Architect.

The SERVICE PROVIDER will meet with the DEPARTMENT's Landscape Architect to discuss aesthetic alternatives. The coordination efforts will be associated with the early identification of cost-effective implementation strategies for potential aesthetic design features that may be added to the final design plans.

## **10.9. Utilities**

### **10.9.1. Utility Surveys (SUE) and Compilation Maps**

The SERVICE PROVIDER will identify and contact all existing utility companies crossing through and within the project limits to obtain utility record drawings and prior rights documentation. In addition, SERVICE PROVIDER will perform field surveys and visual inspections to identify existing utilities in the project area. The existing utility information provided by each utility company and those utilities identified by the field surveys will be compiled to create an existing utility base map and conflict matrix for the project limits. The SERVICE PROVIDER will obtain up to ONE HUNDRED (100) potholes of existing utilities at locations of potential conflicts with proposed improvements. The SERVICE PROVIDER will also utilize the potholes that were obtained during the NEON D-B Project. Pothole work will consist of the following:

- Produce and obtain necessary encroachment permits from local jurisdiction(s) to perform the Work within right-of-way.
- Coordinate with a local traffic control provider to produce traffic control plans and secure approved traffic control permits from local jurisdiction(s).

- Coordinate the set-up and breakdown of traffic control devices at test hole locations.
- Layout test hole locations in the field using various pieces of geophysical locating equipment and processes, i.e. electromagnetic, ground penetrating radar, as-built plans, etc.
- Notify USA North 811 Call-Before-You-Dig service 48 hours before any excavation.
- Removal of pavement and concrete surfaces will be accomplished by use of a 10" diameter core drilling process.
- Use air vacuum excavation methods to excavate and expose targeted utility.
- Record utility data: Location (Station/Offset/Elevation), type, depth, size, and material as readily obtainable. If the utility is a duct bank or encased, KCI will attempt to record top, bottom, width and configuration.
- Backfill test hole with CLSM (slurry) as required by permitting agency.
- Restoration of test holes within pavement/concrete core drilled surfaces will be accomplished by using the Clark County, Nevada, Regional Transportation Commission's Standard Drawing #506 Type B Method specification using Utilicor Technologies; Utilibond™ bonding agent.
- Potholing will be conducted to a Quality Level A category.

#### **10.9.2. Utilities**

The SERVICE PROVIDER will request and review existing recorded survey mapping and recorded utility documentation provided in the Preliminary title reports, DEPARTMENT's Occupancy Permits, City and County Agreements to Construct and Occupy Property or Right-of-Way. Upon completion of review applicable utility information will be incorporated in the base map prepared by SERVICE PROVIDER in 6.3.3.

The SERVICE PROVIDER will identify existing utility locations on roadway and drainage plans. Manhole, pull box, and valve adjustments, removals, and relocations will be identified on the roadway plans and identify utility ownership. The SERVICE PROVIDER will provide the DEPARTMENT with quantities of utility adjustments by ownership. The SERVICE PROVIDER will identify any utility relocations required to affect the project's scope of improvements and assist the DEPARTMENT's Utility coordinator to communicate the need for relocation. The SERVICE PROVIDER will provide to DEPARTMENT a determination of compensable interests.

The SERVICE PROVIDER will establish a schedule, prepare an agenda and meeting minutes, including tasks and resolution of issues for monthly utility meetings with all Utility Companies. The SERVICE PROVIDER will assist the DEPARTMENT's Utility coordinator for coordination for relocation design of the utilities by preparing the Project Notice letter and request for documentation supporting each companies prior rights. The SERVICE PROVIDER will prepare the Authorization to Incur Costs Letter agreement for reimbursement of utility company cost to complete the research of prior rights, meeting attendance, prepare plans and estimates. The SERVICE PROVIDER will provide to DEPARTMENT a determination of compensable interests upon receipt and review of supporting documentation from the Utility Companies. As the design progresses the SERVICE PROVIDER will ensure that the utility companies receive the updated plans. The SERVICE PROVIDER will act as liaison between DEPARTMENT, design team and utility company to ensure the project progresses as smoothly as possible. If determined necessary, the SERVICE PROVIDER will establish a schedule and attend weekly breakout



meetings with an individual utility company and prepare agenda and meeting minutes. The SERVICE PROVIDER will prepare or assist with the preparation the Utility Service Agreements for the DEPARTMENT traffic facilities. The SERVICE PROVIDER will prepare or assist with the preparation of all documentation, ie Agreement for the Adjustment of Utility Facilities or Authorization for Minor Utility Adjustments Agreement, Consent to Common Use Agreement, Joint Use Quitclaim Agreement, Occupancy Permit, Non-Revocable Occupancy.

The SERVICE PROVIDER will prepare or review utility plans that will consist of a schedule of utility cover adjustments shown on the roadway plans. Relocations of dry utilities required are anticipated to be performed by the respective utility company. Any relocation of a water or sanitary sewer appurtenance will be considered additional work.

#### **10.10. Specifications**

The SERVICE PROVIDER will prepare special provisions write-ups for those items not identified as part of the NDOT Standard Specifications for Road and Bridge Construction. SERVICE PROVIDER will work with the DEPARTMENT's Specifications team to identify the appropriate pull sheets to be included in the Special Provisions. SERVICE PROVIDER will perform review of the DEPARTMENT's Special Provisions and pull sheets for the project and provide comments during major submittal

#### **10.11. Intermediate Design for Design Conformance (60%) Cost Estimate**

Prior to initiation of Final Design (100%), the SERVICE PROVIDER will prepare and deliver an Excel version of the Intermediate (60%) Design Engineers Estimate for all items of work in conformance with the November 2015 NDOT Project Cost Estimation Manual. The estimate will conform to the requirements of an Intermediate Design Engineers Estimate.

Items shall be broken down per NDOT Bid Item numbers, descriptions, and units. The SERVICE PROVIDER will utilize base unit prices from the NDOT Reasonable Bid Item Estimates and the most current NDOT bid tabs of other similar projects (if available). The DEPARTMENT will manage and maintain its internal estimating system and provide price verification checks for the SERVICE PROVIDER.

#### **Deliverables:**

- Intermediate Design for Design Conformance (60%) Engineers Estimate Excel document.

#### **10.12. Construction Schedule**

The SERVICE PROVIDER will prepare a Working Day Construction Schedule using MS Project software for the PROJECT. The duration of work activities will be based on normal construction industry production rates. The schedule shall include a hammock activity called Working Days, starting at Construction Notice to Proceed and finishing at PROJECT completion. Activities and their relationships shall follow any limitations identified in the Special Provisions. The Construction Schedule shall be prepared at the Intermediate Design (60% Plans) Submittal.

#### **10.13. Constructability Review**

Upon completion of the Intermediate Design for Design Conformance the SERVICE PROVIDER will conduct a constructability review of the plans. The review shall be conducted by SERVICE PROVIDER staff that are not involved with the development of the plans. Upon completion of the review, the

SERVICE PROVIDER shall conduct a constructability review meeting with the design team and DEPARTMENT technical leads. A draft report outlining the findings of the review and summary of the constructability review meeting will be prepared for review and comment. A final report addressing the comments and concerns will then be prepared and distributed.

#### **10.14. Intermediate Design for Design Conformance Review Meeting**

The SERVICE PROVIDER shall coordinate, provide materials for, and participate in an Intermediate Design review meeting NDOT Roadway, NDOT Traffic, and other departments to review the 60% plans and the initial project specifications. SERVICE PROVIDER will provide the DEPARTMENT electronic files capable of being inserted into Bluebeam for review. SERVICE PROVIDER will participate in plan reviews via Bluebeam.

#### **10.15. Geometric Approval and Design Exceptions/Deviations**

The SERVICE PROVIDER will prepare documentation in accordance with the 2019 Road Design Guide sections 1.6 – 1.8.

Deliverables:

- A stamped geometric approval package along with a cover letter that states the geometrics meet AASHTO standards as well as any Department standards. The geometric approval package includes the stamped title sheet, typical sections, plan and profile sheets, location control sheets, geometric detail sheets (if applicable), and striping sheets.
- A stamped design exception memorandum

### **11. Final Design - QA/QC Design Submittal and PS&E Review Submittal**

#### **11.1. Roadway**

The SERVICE PROVIDER will prepare Roadway Design PS&E for the QA/QC design submittal and PS&E Review for the PROJECT. Plans, special provisions, and estimates will build upon comments from the Conformance Design submittal review meeting and finalize the design process. The submittals will include:

- Title Sheet
- Location Sketch
- Typical Sections Sheets
- General Notes and Summaries Sheets
- Roadway Plan Sheets
- Utility Plans
- Profile Sheets
- Geometrics and Elevation Control Sheets
- Location Control Sheets
- Special Detail Sheets
- Site Preparation Sheets
- Roadway Structure List Sheets
- Surfaces and quantities will be provided so the Department can verify Earthwork calculations.

**11.2. Drainage**

The Service Provider will provide drainage design commensurate with the QA/QC level of design as defined in Appendix B of the in the NDOT Drainage Manual. The Service Provider will address review comments from the Intermediate submittal, and advance design based on ongoing interdisciplinary design development.

The SERVICE PROVIDER will provide a Drainage Design Report in conformance with DEPARTMENT standards as defined in the NDOT Drainage Manual, meeting the Intermediate level of design as defined in Appendix A of that document.

- Drainage Plan Sheets
- Drainage Profile Sheets
- Drainage Detail Sheet
- Drainage Structure List
- Addendum to the Drainage Design Report

**11.3. Structures**

The SERVICE PROVIDER will prepare Structural PS&E for the QA/QC design submittal and PS&E Review for the PROJECT. Plans, special provisions, and estimates will build upon comments from the Conformance Design submittal review meeting and finalize the design process. The submittals will include:

- Bridge Plans
- Retaining Wall Plans
- Structural Calculations for each individual bridge
  - "Load Rating for each individual bridge" using NDOT LRFR load rating reporting form along with electronic files (contact Structures for additional information or refer to current version of Chapter 14 of Design Build Technical Provisions (which contains specific language on file naming conventions, etc.)
- Structural Calculations for one retaining wall

**11.4. Geotechnical**

The SERVICE PROVIDER will perform final geotechnical engineering analyses and build upon analysis performed at intermediate level and formulate final foundation design recommendations for structures. Analysis generally will include finalizing soil profiles and geotechnical design parameters, bearing capacity, axial and lateral capacity calculations for deep foundations, settlement, a soil nail wall and standard plan wall evaluations and anticipated construction considerations and required special provisions.

The SERVICE PROVIDER will build upon the Intermediate GEDRs and prepare Final GEDRs for various project elements by incorporating DEPARTMENT comments. Final GEDRs will include final boring logs, laboratory test results, geotechnical exploration maps. Final Geotechnical analysis results/calculations will be provided as a separate submittal.

**Deliverables:**

- One Final GEDR and Calculations Package including 10 bridge structures
- One Final GEDR and Calculations Package including embankments and 15 retaining walls (one soil nail wall and 14 Standard Plan walls)

**11.5. Traffic**

The SERVICE PROVIDER will prepare Striping, Signing, Signals, Lighting and ITS PS&E for the QA/QC design submittal and PS&E Review for the PROJECT. Plans, special provisions, and estimates will build upon comments from the Conformance Design submittal review meeting and finalize the design process. The submittals will include:

- Permanent Striping Plans and quantity Excel spreadsheet
- Signing Plans and Sign Summary
- Signal Plans
- Lighting Plans
- ITS Plans

**11.6. Traffic Control**

Traffic Control Plans are NOT included in this Scope of Services.

**11.7. Landscape & Aesthetics**

The SERVICE PROVIDER will prepare Landscape and Aesthetics PS&E for the QA/QC design submittal and PS&E Review for the PROJECT. Plans, special provisions, and estimates will build upon comments from the Conformance Design submittal review meeting and finalize the design process. The submittals will include:

- L&A Plans including Planting Plans and Aesthetic Treatment Plans as applicable
- Special Provisions List

The SERVICE PROVIDER will provide complete design of aesthetic treatments and landscaping for the Project. The work involved will include, but not be limited to, preparing final plans, illustrations, and reports, and preparing contract documents.

**11.8. Utilities**

The SERVICE PROVIDER will update existing utility locations on roadway and drainage plans based on utility comments from the Conformance Design submittal. The SERVICE PROVIDER will provide the DEPARTMENT with updated quantities of utility adjustments by ownership.

Utility plans will consist of a schedule of utility cover adjustments shown on the roadway plans. Relocations of dry utilities required are anticipated to be performed by the respective utility company.

Any relocation of a water or sanitary sewer appurtenance will be considered additional work.

**11.9. Specifications**

The SERVICE PROVIDER will coordinate with NDOT Specs to continue to refine and develop the project specifications based upon updated PS&E level cost estimates and pay items during and following the QA/QC process.

**11.10. Cost Estimate**

The SERVICE PROVIDER will update the project cost estimate to the Final Engineers Estimate level by incorporating design changes and updating the previous estimate.

**11.11. Construction Schedule**

The SERVICE PROVIDER will update the Working Day Construction Schedule at the PS&E Final review meeting.

**11.12. QA/QC Submittal and QA/QC Process**

The SERVICE PROVIDER will provide as near as possibly complete plans for QA/QC checking by the DEPARTMENT'S Specifications checking and Special Provisions QA/QC process. The SERVICE PROVIDER will receive PS&E comments from the DEPARTMENT, make corrections, and submit PS&E documents for final electronic review.

**11.13. PS&E Final Review Meeting**

The SERVICE PROVIDER shall coordinate, provide materials for, and participate in a meeting organized by DEPARTMENT to receive and respond to comments from various agencies and DEPARTMENT related to the PS&E Submittal Documents. SERVICE PROVIDER will provide the DEPARTMENT electronic files capable of being inserted into Bluebeam for review. SERVICE PROVIDER will participate in the review via Bluebeam.

**12. Doc Date Submittal (Final Plan Submittal)**

The SERVICE PROVIDER will prepare the Plans and Estimate for Doc Date Submittal, consisting of incorporation of comments from the PS&E review meeting. SERVICE PROVIDER will provide the doc date submittal one month prior to the DEPARTMENT'S scheduled doc date.

**13. Bidding Support****13.1. Supplemental Notices**

The SERVICE PROVIDER shall assist the DEPARTMENT in the preparation of any supplemental notices required to clarify the work included in the contract documents. Supplemental notices may be required based on the project inspection with the assigned NDOT Resident Construction Engineer, questions developed in the pre-bid conference, and/or conditions discovered by bidders during the bid period.

**13.2. Pre-Bid Conference**

The SERVICE PROVIDER and all subconsultants responsible for preparation of the plans shall attend the Pre-bid conference, if one is scheduled and shall present an appropriately sized display showing the project layout, proposed traffic control and construction phasing. The SERVICE PROVIDER shall respond to the potential bidder's questions related to the plans, details, and special provisions. The SERVICE PROVIDER and all subconsultants PROVIDERS shall, prior to the pre-bid conference, be prepared to walk the project with the assigned DEPARTMENT representatives.

**13.3. Bid Analysis**

The SERVICE PROVIDER shall review and analyze bid results and report the findings to the DEPARTMENT. The DEPARTMENT will prepare the Bid Justification Report.

**13.4. Pre-Construction Conference**

The SERVICE PROVIDER and all subconsultants responsible for preparation of the plans shall attend the pre-construction conference. The SERVICE PROVIDER shall respond to the contractor's questions related to the plans, details, and special provisions.



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

MEMORANDUM

November 1, 2023

TO: Department of Transportation Board of Directors  
FROM: Tracy Larkin Thomason, P.E., Director  
SUBJECT: November 13, 2023 | Transportation Board of Directors Meeting  
ITEM # 6: Agreement 209-23-018, with NEVADA BROADCASTERS ASSOCIATION, to provide outreach and education in support of the Department’s Stormwater Management Program, statewide, Nevada. – *For possible action*

|                          |                                 |                                   |                  |
|--------------------------|---------------------------------|-----------------------------------|------------------|
| <b>Agreement No.:</b>    | 209-23-018                      | <b>Amendment No.:</b>             | 00               |
| <b>Contractor:</b>       | Nevada Broadcasters Association | <b>Federal:</b>                   | No               |
| <b>Original Amount:</b>  | \$627,000.00                    | <b>Total of Prior Amendments:</b> | \$0.00           |
| <b>Amendment Amount:</b> | \$0.00                          | <b>Agreement Type:</b>            | Service Provider |
| <b>Payable Amount:</b>   | \$627,000.00                    | <b>Receivable Amount:</b>         | \$0.00           |
| <b>Start Date:</b>       | 11/13/2023                      | <b>End Date:</b>                  | 6/30/2027        |
| <b>Division:</b>         | Stormwater                      | <b>Division Head:</b>             | My-Linh Nguyen   |

**Summary:**

Nevada Broadcasters Association is responsible for professional marketing and promoting public awareness of the Department’s Stormwater Program under its “Love NV Waters” brand. This will be done through a forty-two (42) month radio and television outreach campaign, statewide, Nevada. NV B/L# NVD19941133658-S

**List of Attachment(s):**

- A. Negotiation Summary
- B. Scope of Services

**Recommendation for Board Action:**

Approve Agreement 209-23-018, with NEVADA BROADCASTERS ASSOCIATION, to provide outreach and education in support of the Department’s Stormwater Management Program in the amount of \$627,000.00.

**Prepared by:**

Administrative Services Division



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

MEMORANDUM

November 1, 2023

TO: Department of Transportation Board of Directors  
FROM: Tracy Larkin Thomason, P.E., Director  
SUBJECT: November 13, 2023 | Transportation Board of Directors Meeting  
ITEM # 6: Agreement 209-23-018, with NEVADA BROADCASTERS ASSOCIATION to provide outreach and education in support of the Department’s Stormwater Management Program, statewide, Nevada. – *For possible action*

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|                          |                                 |                                   |                  |
|--------------------------|---------------------------------|-----------------------------------|------------------|
| <b>Agreement No.:</b>    | 209-23-018                      | <b>Amendment No.:</b>             | 00               |
| <b>Contractor:</b>       | Nevada Broadcasters Association | <b>Federal:</b>                   | No               |
| <b>Original Amount:</b>  | \$627,000.00                    | <b>Total of Prior Amendments:</b> | \$0.00           |
| <b>Amendment Amount:</b> | \$0.00                          | <b>Agreement Type:</b>            | Service Provider |
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| <b>Start Date:</b>       | 11/13/2023                      | <b>End Date:</b>                  | 6/30/2027        |
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**Summary:**

Nevada Broadcasters Association is responsible for professional marketing and promoting public awareness of the Department’s Stormwater Program under its “Love NV Waters” brand. This will be done through a forty-two (42) month radio and television outreach campaign, statewide, Nevada. NV B/L# NVD19941133658-S

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**Prepared by:**

Administrative Services Division





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Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

### DATE

**TO:** Sajid Sulahria, Deputy Director

**FROM:** James Murphy, Project Manager

**SUBJECT:** Negotiation Summary for Agreement P209-23-018

Several negotiation meetings were held virtually in August and September of 2023 with Eric Bonnici of Nevada Broadcasters Association and James Murphy of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The duration of this agreement will be for 3.5 years, ending on June 30, 2027.

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   |
|---------------------------------------|--|
| January 1, 2024 through June 30, 2027 | Provide a 42 month outreach campaign which will market and promote public awareness of the Department's Stormwater Program under its Love NV Waters brand. |

Key personnel dedicated to this project are as follows:

| Name                | Title                             | Estimated Number of Hours  |
|---------------------|-----------------------------------|--|
| Eric Bonnici        | Vice President/Executive Director | Unknown as time committed to facilitate the outreach, along with calculating the value of the donated airtime, performing audits on each station vary and are unpredictable. |
| <b>Total Hours:</b> |                                   |  |

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

The DEPARTMENT's original estimate was \$627,000.00.

The SERVICE PROVIDER's original estimate was \$660,600.00

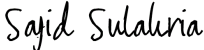
The negotiations yielded the following:

1. The total projected man-hours allocated for this project is unknown. Time committed to facilitate the outreach, along with calculating the value of the donated airtime, performing audits on each station vary, but are included in the negotiated rate.
2. The total negotiated cost for this Agreement is \$627,000.00.

SERVICE PROVIDER's Transportation Board representative(s):

- **Eric Bonnici**
- **eric@nevadabroadcasters.org**
- **702-794-4994**

Reviewed and Approved:

DocuSigned by:  
  
5ABFA92360D14C4  
Deputy Director



James Murphy  
Chief, Stormwater Program  
Environmental Division  
Nevada Department of Transportation  
1263 S. Stewart Street  
Carson City, NV 89712

September 11, 2023

**RE: NCSA/Public Education Partnership Letter of Intent**

- 1- The Nevada Broadcasters Association (NVBA) will provide the office of Nevada Department of Transportation (NDOT) a forty-two (42) month outreach campaign, which markets and promotes public awareness of the Stormwater program and Love NV Waters. Dates of airing this **Statewide** radio and television campaign are:  
On or around January 1, 2024 through June 30, 2027.
- 2- The NVBA agrees to distribute all insertion orders to broadcast companies throughout Nevada for this campaign. The office of the NDOT will provide the NVBA with content for scripts or use the already produced announcements. The NVBA will produce or assist in the production the spots with the appropriate tags ten days prior to the flight date. These spots are to be produced in both English and in Spanish when appropriate. All production(s) aired shall have final approval by the office of NDOT, while meeting all Federal Communications Commission regulations and requirements. In addition, the NVBA will work in tandem with NDOT in stewarding the placement of the social/digital outreach.
- 3- The office of the NDOT shall pay the NVBA a total of \$627,000 for all forty-four months. \$11,000 per month of insertions for broadcast outreach and \$2,500 per month of insertions for social/digital outreach. Production will not exceed \$15,000.00 per year and is cost for up to one (1) :30 second television video announcement and one (1) :30 or :60 second radio announcement, along with all social/digital assets needed.
- 4- The office of the State of Department of Transportation will receive a comprehensive proof of performance affidavits report approximately forty-five (45) days following the conclusion of each successive month. The Nevada Broadcasters Association's Board of Directors determines the monthly average value of your airtime wholly. 100% of your \$11,000 per month will go toward airtime. The Nevada Broadcasters Association guarantees that the Return on Investment will have a minimum ratio of 3 – 1.

AGREED AND ACCEPTED:

On Behalf of the Nevada Broadcasters Association

\_\_\_\_\_  
Eric Bonnici, Nevada Broadcasters Association

DATE \_\_\_\_\_

On Behalf of the Nevada Department of Transportation

\_\_\_\_\_  
James Murphy  
Chief, Stormwater Program  
Environmental Division  
Nevada Department of Transportation

DATE \_\_\_\_\_

Sincerely,



Eric Bonnici  
Nevada Broadcasters Association



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

MEMORANDUM

November 1, 2023

TO: Department of Transportation Board of Directors  
FROM: Tracy Larkin Thomason, P.E., Director  
SUBJECT: November 13, 2023 | Transportation Board of Directors Meeting  
ITEM # 7: Agreement 485-23-102, with CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., to provide maintenance and testing services of sand oil separator systems at various maintenance stations, Clark, Esmeralda, Lincoln, Mineral, and Nye Counties, Nevada. – *For possible action*

---

|                          |  |                                   |                  |
|--------------------------|--|-----------------------------------|------------------|
| <b>Agreement No.:</b>    | 485-23-102                                 | <b>Amendment No.:</b>             | 00               |
| <b>Contractor:</b>       | Clean Harbors Environmental Services, Inc. | <b>Federal:</b>                   | No               |
| <b>Original Amount:</b>  | \$340,010.00                               | <b>Total of Prior Amendments:</b> | \$0.00           |
| <b>Amendment Amount:</b> | \$0.00                                     | <b>Agreement Type:</b>            | Service Provider |
| <b>Payable Amount:</b>   | \$340,010.00                               | <b>Receivable Amount:</b>         | \$0.00           |
| <b>Start Date:</b>       | 11/13/2023                                 | <b>End Date:</b>                  | 10/31/2027       |
| <b>Division:</b>         | District I                                 | <b>Division Head:</b>             | Mario Gomez      |

**Summary:**

Clean Harbors Environmental Services, Inc., is responsible for the pumping, removal, transportation, and disposal of waste streams collected from twenty-seven (27) sand oil separator systems at various maintenance stations throughout District I. Clean Harbors Environmental Services, Inc., will also be responsible for testing services related to each of the twenty-seven (27) sand oil separator systems, Clark, Esmeralda, Lincoln, Mineral, and Nye Counties, Nevada. NV B/L# NVF20021375471-Q Only one Proposer: Clean Harbors Environmental Services, Inc.

**List of Attachment(s):**

- A. Negotiation Summary
- B. Scope of Services

MEMORANDUM

Department of Transportation Board of Directors

November 1, 2023

Page 2 of 2

**Recommendation for Board Action:**

Approve Agreement 485-23-102, with CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., to provide maintenance and testing services of sand oil separator systems at various maintenance stations throughout District I in the amount of \$340,010.00.

**Prepared by:**

Administrative Services Division



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

**MEMORANDUM**

**September 28, 2023**

**TO:** Jeff Lerud, Assistant Director  
**FROM:** Brian Robison, ASO 2  
**SUBJECT:** Negotiation Summary for Agreement P485-23-102

A quotation review was held at the NDOT North Major Maintenance Yard, 123 East Washington Avenue, Building A in Las Vegas, NV on September 12, 2023, with Kelynn Miller and Brian Robison, members of the Nevada Department of Transportation (DEPARTMENT) in attendance. This meeting was the result of a Request for Quote (RFQ) which was sent to three vendors.

The duration of this agreement will be for 4 years, ending on October 31, 2027.

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

The Scope of Services was reaffirmed by all parties at the time the RFQ was presented.

The attached Scope of Services outlines the locations, frequencies of service(s) and all associated costs.

Key personnel who will oversee this Agreement are as follows:

| Name                | Title            |
|---------------------|------------------|
| Christopher Hoffman | Account Manager  |
| Stravani Konne      | Proposal Manager |

There are no consultants being utilized on this Project.

The DEPARTMENT's original estimate was \$205,000.00.

The RFQ yielded the following:

1. A quotation was provided by Clean Harbors Environmental, Inc. the total cost of which is reflected below;
2. Logistical Solutions, LLC did not respond to our RFQ;
3. Patriot Environmental Services, Inc. did not respond to our RFQ;
4. The total proposed cost for this Agreement is \$340,010.00.

The distances and equipment required are primary reasons for the lack of response. The significant variance in anticipated cost is due to the rise in fuel cost (in the time period since the last RFQ was completed), increases in several locations' service frequencies, additions of systems and changes to the systems at the North Major Maintenance Yard and increases in disposal costs.

SERVICE PROVIDER's Transportation Board representative(s):

**Christopher Hoffman**  
**hoffman.christopher@cleanharbors.com**  
**702.396.4148**

Reviewed and Approved:

DocuSigned by:  
  
AS: E0C1947A442E435... " ! ! % # ! # \$



## SCOPE OF SERVICES

1. GENERAL

The SERVICE PROVIDER shall pump, remove, transport and dispose of the waste streams, in accordance with all applicable county, state and federal regulations, as collected from twenty-seven (27) Sand/Oil Separator systems at various maintenance station locations in District I as indicated below:

| <u>Location:</u>                   | <u># of Units</u> | <u>Capacity in Gallons</u> | <u>Anticipated Service Frequency</u> |
|------------------------------------|-------------------|----------------------------|--------------------------------------|
| 123 E Washington (Vactor Basin)    | 1                 | 5000                       | Annually                             |
| 123 E Washington (Car Wash)        | 1                 | 5000                       | Annually                             |
| 123 E Washington (Shop - 'E')      | 1                 | 1500                       | Annually                             |
| 123 E Washington (Material)        | 1                 | 500                        | Annually                             |
| 123 E Washington (Steam Cleaner)   | 1                 | 4000                       | Annually                             |
| 6610 Ullom Ave (Broom Wash)        | 1                 | 1500                       | Annually                             |
| 6610 Ullom Ave (Shop)              | 1                 | 1500                       | Annually                             |
| 6610 Ullom Ave (Fuel Island)       | 1                 | 1500                       | Annually                             |
| 4615 W Sunset Ave (TMC)            | 1                 | 1500                       | Annually                             |
| Glendale Station                   | 1                 | 1500                       | Biennially once every (2) yrs.       |
| Alamo Station                      | 1                 | 1500                       | Biennially once every (2) yrs.       |
| Panaca Station                     | 1                 | 1500                       | Biennially once every (2) yrs.       |
| Mt. Charleston Station (Shop)      | 1                 | 1500                       | Biennially once every (2) yrs.       |
| Mt. Charleston Station (Wash Pad)  | 1                 | 1500                       | Biennially once every (2) yrs.       |
| Mt. Springs Station                | 1                 | 1500                       | Biennially once every (2) yrs.       |
| Tonopah Station (Shop)             | 1                 | 1500                       | Annually                             |
| Tonopah Station (Wash Pad)         | 1                 | 1500                       | Annually                             |
| Tonopah Station (C170 Stall)       | 1                 | 750                        | Annually                             |
| Tonopah Station (C171 Stall)       | 1                 | 750                        | Annually                             |
| Goldfield Station (Shop)           | 1                 | 1000                       | Biennially once every (2) yrs.       |
| Goldfield Station (Wash Pad)       | 1                 | 1000                       | Biennially once every (2) yrs.       |
| Beatty Station (Wash Pad - sand)   | 1                 | 1000                       | Biennially once every (2) yrs.       |
| Blue Jay Station (Shop - sand)     | 1                 | 1000                       | Biennially once every (2) yrs.       |
| Blue Jay Station (Wash Pad - sand) | 1                 | 1000                       | Biennially once every (2) yrs.       |
| Big Smoky Station (Wash Pad/Shop)  | 1                 | 2000                       | Biennially once every (2) yrs.       |
| Montgomery Pass Station            |                   |                            |                                      |
| (Shop - sand)                      | 1                 | 500                        | Biennially once every (2) yrs.       |
| (Wash Pad)                         | 1                 | 2000                       | Biennially once every (2) yrs.       |

During the term of this agreement, the SERVICE PROVIDER shall complete testing services for each of the twenty-seven (27) sand/oil separator systems at various maintenance station locations in District I. For separators scheduled to be serviced monthly or annually, waste streams must be tested at a minimum once per year prior to August 31, prior to waste stream removal for characterization purposes. For the separators scheduled to be serviced less frequently, waste streams must be tested prior to waste stream removal. Regardless of prior sampling history, waste stream must be re-characterized as necessary if there is reason to believe that the waste stream has significantly changed during this period.

The following analytical tests are considered to be a part of characterization process and at a minimum must include:

- a. Toxicity Characteristic Leaching Procedure (TCLP) 1311 for the following eight metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver.
- b. TCLP 8260 for the following 11 volatile organic compounds: Benzene, Carbon Tetrachloride, Chlorobenzene, Chloroform, 1,4-Dichlorobenzene, 1,2-Dichloroethane, 1,1-Dichloroethylene, Methyl Ethyl Ketone, Tetrachloroethylene, Trichloroethylene, and Vinyl Chloride.
- c. Purgable and extractable total petroleum hydrocarbons (TPH).
- d. pH.

The CONTRACTOR is responsible for, but not limited to the following:

1. Complete cleaning of filters and sediment screens as needed.
2. Flush cleaning and pumping of the Separator.
3. Obtaining and paying for appropriate waste release disposal permits.
4. Skimming of oil from Separator.
5. Removal of sediments and liquids from Sediment Trap and Separator.
6. Decanting liquids to the extent practical from collected sediments into treatment system.
7. Transportation and disposal/recycling of skimmed oil, sediments and decanted liquids.
8. Proper disposal of petroleum impacted Personal Protective Equipment, debris and solids as appropriate.

Other maintenance services required on the separators and requested by the DEPARTMENT which are not listed in this agreement shall be considered Force Account work.

Additionally, the SERVICE PROVIDER's responsibilities shall include the cleanup and disposal of any chemical spill caused by the SERVICE PROVIDER to the satisfaction of the appropriate regulatory authority and the DEPARTMENT. Materials and inspections which are not outlined in the Agreement and may be required of the SERVICE PROVIDER must be approved by the DEPARTMENT prior to commencement of work. Contingency Account work, when completed and accepted by the DEPARTMENT, will be paid upon receipt of an invoice. No material sources shall be provided by the DEPARTMENT.

Inspections and examinations shall be in accordance and compliance with OSHA/ ANSI (B30.2) Standards.

The SERVICE PROVIDER will direct all certificates, reports and/or test analysis designed to provide a disposal profile to the DEPARTMENT as follows:

Mario Gomez, P. E., District I Engineer  
Nevada Department of Transportation  
123 East Washington Avenue  
Las Vegas, NV 89101

and an informational copy to:

Shawn Smith, Facility Manager  
Nevada Department of Transportation  
123 East Washington Avenue  
Las Vegas, NV 89101

## 2 WORK HOURS AND SCHEDULING

All SERVICE PROVIDER's agreement work, testing, cleaning sand/oil separators and related activities shall be completed as approved in advance by the DEPARTMENT. The SERVICE PROVIDER must submit to the DEPARTMENT a schedule of work a minimum of 72 hours prior to beginning work. This schedule must be approved by the DEPARTMENT prior to the SERVICE PROVIDER beginning work.

No work shall be performed on holidays without advance approval by the DEPARTMENT. There will be no additional costs incurred for holiday or vacation pay.

Night time work hours may be used if approved in advance by the DEPARTMENT.

3. EMPLOYEES OF SERVICE PROVIDER

The SERVICE PROVIDER shall ensure all agreement work is performed by workers experienced in the class of work specified in this agreement while under the continuous supervision of a competent authority. Incompetent, careless, or negligent employees shall be removed from the project by the SERVICE PROVIDER or upon written request by the DEPARTMENT.

4. SAFETY REQUIREMENTS

The SERVICE PROVIDER shall implement a safety plan to comply with the requirements of OSHA and the State Occupational Safety Standards. The SERVICE PROVIDER or representative shall immediately suspend SERVICE PROVIDER's operations when work is observed which is being performed in violation of safety rules, regulations or practices.



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

MEMORANDUM

November 1, 2023

TO: Department of Transportation Board of Directors  
FROM: Tracy Larkin Thomason, P.E., Director  
SUBJECT: November 13, 2023 | Transportation Board of Directors Meeting  
ITEM # 8: Agreement 494-23-056, with LUMOS & ASSOCIATES, INC., to provide professional design, permitting, bidding, and construction assistance for Phase 7 of the Fuels System Upgrade Program, statewide, Nevada. – *For possible action*

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|                          |                          |                                   |                  |
|--------------------------|--------------------------|-----------------------------------|------------------|
| <b>Agreement No.:</b>    | 494-23-056               | <b>Amendment No.:</b>             | 00               |
| <b>Contractor:</b>       | Lumos & Associates, Inc. | <b>Federal:</b>                   | No               |
| <b>Original Amount:</b>  | \$1,470,350.00           | <b>Total of Prior Amendments:</b> | \$0.00           |
| <b>Amendment Amount:</b> | \$0.00                   | <b>Agreement Type:</b>            | Service Provider |
| <b>Payable Amount:</b>   | \$1,470,350.00           | <b>Receivable Amount:</b>         | \$0.00           |
| <b>Start Date:</b>       | 11/13/2023               | <b>End Date:</b>                  | 6/30/2027        |
| <b>Division:</b>         | Architecture             | <b>Division Head:</b>             | Anita Bush       |

**Summary:**

There is an ongoing Department statewide Fuel System Upgrade Program that was initiated in 2014. Lumos & Associates, Inc., has been the engineer of record for all twenty-one (21) fuel sites completed to date. Lumos & Associates, Inc., will be responsible for providing engineering services including surveying, civil design, permitting, bidding support, and construction administration for the remaining seventeen (17) fuel site upgrade projects, statewide, Nevada. NV B/L# NVD19791006982-S

**List of Attachment(s):**

- A. Negotiation Summary
- B. Scope of Services

**Recommendation for Board Action:**

Approve Agreement 494-23-056, with LUMOS & ASSOCIATES, INC., to provide professional design, permitting, bidding, and construction assistance for the Phase 7 of the Fuels System Upgrade Program in the amount of \$1,470,350.00.

**Prepared by:**

Administrative Services Division



DS  
ZMB 10/20/2023

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

## MEMORANDUM

October 19, 2023

**TO:** Jenica Keller, Assistant Director

**FROM:** Chris Dornberger, Project Manager

**SUBJECT:** Negotiation Summary for Sole Source

DS  
CD

A negotiation meeting was held via telephone call in Carson City on March 19, 2023, with Tim Russell of Lumos & Associates and Chris Dornberger of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The duration of this agreement will be for 4 years, ending on 6/30/2027.

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

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

The following schedule was agreed to by both parties: **(Please note there are multiple sites with different schedules so determining an exact date is challenging but the general guidelines below are applicable).**

| Date  | Task to be Completed                           |
|---|--|
| 8 weeks from notice to proceed                                      | Task 1 Survey                                  |
| 8 weeks after Survey Completed                                      | Task 2 Geotechnical and Pavement Investigation |
| 8 weeks after SD Comments Received from NDOT                        | Task 2a Pavement Investigation                 |
| 8 weeks after DD comments received from NDOT and State Public Works | Task 3 Design and Permitting                   |
| 5 weeks after NDOT advertises for bids                              | Task 4 Bidding Support                         |
| Duration determined by NDOT Construction Schedule                   | Task 5 Construction Assistance                 |

Key personnel dedicated to this project are as follows:

| Name        | Title                                   | Estimated Number of Hours |
|-------------|---|---------------------------|
| Tim Russell | Director of Engineering/Project Manager | 700                       |
| Hunter Mori | Staff Engineer/Project Designer         | 1900                      |

|                         |                     |             |
|-------------------------|---------------------|-------------|
| Jason Tokheim           | Sr. Engineer        | 1400        |
| Dean Neubauer           | Survey Manager      | 400         |
| Structural Designer TBD | Structural Designer | 30          |
| Mitch Burns             | Geotech             | 300         |
| Survey Crew             | Survey Crew         | 700         |
|                         |                     |             |
|                         | <b>Total Hours:</b> | <b>5600</b> |

Sub-consultant information regarding Project Descriptions on active Agreements (INCLUDE AGREEMENT NUMBERS):

| Sub-Consultant                                 | Project Description   | Agreement No. |
|--|---|---------------|
| PK Electric (Est \$25,000)                     | Electrical Design for Fuels Stations, Bidding Support and CA related to the electrical components |               |
| Comstock Inspection                            | Utility Locating Sub  |               |
| Geotech Backhoe – TBD (Est \$20,000dollar amt) | Excavations for Geotech   |               |
|  |   |               |
|  |   |               |

The DEPARTMENT's original estimate was \$ 1,400,000.00.

The SERVICE PROVIDER's original estimate was \$1,470,350.00.

The negotiations yielded the following:

1. The projected man-hours allocated for this project is also combined with the anticipated Sub-Consultant hours for a total of **7600**.
2. The total negotiated cost for this Agreement is \$1,470,350.00.

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

SERVICE PROVIDER's Transportation Board representative(s):

- **Timothy Russell, PE – Director of Engineering**
- [trussell@lumosinc.com](mailto:trussell@lumosinc.com)
- **775-883-7077**

Reviewed and Approved:

DocuSigned by:  
**Jenica Keller** 10/20/2023  
 Assistant Director



March 20, 2023

Carson City • Fallon • Lake Tahoe • Reno

[www.LumosInc.com](http://www.LumosInc.com)

**Carson City**  
308 N. Curry Street, Suite 200  
Carson City, Nevada 89703  
775.883.7077

LA23.077

Chris Dornberger  
NDOT Architecture  
Via email: [CDornberger@dot.nv.gov](mailto:CDornberger@dot.nv.gov)

**Re: Proposal for Fuel Stations Phase 7 Engineering Design Services**

Dear Mr. Dornberger:

Lumos and Associates, Inc. (Lumos) is pleased to provide you with this proposal for engineering design, permitting, surveying, bidding support, asphalt thickness investigation and construction administration services for the proposed work at the sites identified herein. The proposed sites include fuel system upgrades at the following remaining 17 sites:

- Galena
- Kingsbury
- Reno – A
- Reno – B
- Mt. Charles
- Glendale
- Spooner
- Pequop
- Mtn. Springs
- Currie
- Independence
- Contact
- Indian Springs
- Baker
- Silver Springs
- Eureka
- Lund

**Project Understanding**

The respective work to be done at each site is listed out in each task and is in line with the scope of work that will be included within the NDOT contract for our services.

**Fuel Projects Understanding:**

This proposal includes the full design, permitting, bidding, and construction assistance for the Phase 7 Fuels project sites (see above for list).

We propose the following tasks to complete the fuel station projects at the respective sites.



## **Project Scope**

### **Task 1 – Survey**

A project basemap will be created using a combination of aerial photogrammetry and ground collected survey field shots. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=40' with a 1' contour interval accuracy. Field shots will be obtained at critical locations such as edge of roadways, utilities, and storm drain features to be combined with the aerial provided digital terrain model to supplement the basemap. A digital terrain model, topographic basemap, and color orthophoto will be generated using the combination of ground and aerial collected data.

Control for the project will be referenced to the Nevada Coordinate System, NAD83 using a local combined scale factor to establish ground values for the basemap. The vertical datum for the project will be reference to NAVD88.

As part of this task, Lumos will also hire a utility locate company to visit each site and perform a surface locate of utilities that are conducive to being located. Lumos will include the located utilities in our field topography and will combine that with old plan data to generate an existing utility survey for use in design. If potholing is required or requested by NDOT, Lumos will perform this work under the contingency for the site.

Survey work will be for all 17 fuel station sites.

Boundary survey of the sites is not included. Boundary will be via record maps that are available or GIS available for the County.

### **Task 2 – Geotechnical and Pavement Investigations**

*Reno A, Reno B, Eureka, and Currie (Ex. Underground Tank Removals)*

For the Geotechnical scope of work, we will complete a field investigation that will consist of two (2) subsurface test pits at each of the four locations proposed for the replacement of the existing underground fuel tank. Test pits locations will be placed near the existing fuel service pumps. Exploration depth will be approximately 10-15 feet below ground surface, or practical refusal, whichever comes first. Lumos and Associates, Inc. understand we will provide the excavation services and the USA dig clearance.

Lumos & Associates, Inc. herein proposes to provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, we propose to perform engineering analyses and calculations and develop a final Geotechnical Investigation Report that will discuss the geologic setting, seismic considerations, exploration and site condition, laboratory test data, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Investigation will be prepared by a Nevada Registered Civil Engineer and will specifically include the following services:

Field Investigation will include:

- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if Encountered

Laboratory analysis may include:

- Atterberg Limits (ASTM D-4318)
- Moisture Density Curve (ASTM D-1557)
- Grain Size Analysis (including fines content) (ASTM C-136)
- Soluble Sulfate

Report, Recommendations, and Conclusions:

- Exploration Logs
- Soil Types and Classification
- Laboratory Test Results
- Site Geology and Seismicity
- Geotechnical Discussion
- Foundation Recommendations
- Bearing Capacity and Settlement
- Grading Recommendations
- Portland Cement Concrete Recommendations
- Construction Procedures
- Groundwater Level, if encountered

### **Pavement Investigation**

*Galena, Kingsbury, Reno A, Reno B, Mt. Charleston, Glendale, Spooner, Pequop, Mt. Springs, Currie, Independence, Contact, Indian Springs, Baker, Silver Springs, Eureka, and Lund*

Our current scope of work for this portion of the project entails, a field investigation that will consist of one (1) to three (3) core excavations at each of the seventeen (17) NDOT fuel stations. Lumos will collect samples and field-classify the subgrade soils at each excavation, and document the existing pavement structural section (asphalt and aggregate base). We understand Lumos will provide the coring services.

Additionally, we propose to develop a report that will discuss the field and laboratory data. Our Pavement Investigation will be supervised by a Registered Professional Engineer in the State of Nevada and will specifically include the following services:

Field Investigation will include:

- Coring at each location
- Existing Pavement and Aggregate Base Measurements
- Subgrade Soil Sampling

Laboratory Analysis to include:

- Grain Size Analysis (including fines content) (ASTM C-136)
- Atterberg Limits (ASTM D-4318)

**Report:**

- Table of Contents
- Exploration Logs and Maps
- Field Investigation
- Soil Types and Classifications
- Laboratory Test Results
- Existing Pavement Structural Section
- Ground Water Depth, if Encountered

Note that our cost estimates do not include any soil and/or groundwater contamination evaluation at the site. We have assumed that any Environmental Fee will be paid and secured by others so we may conduct our field investigation and/or tests, and that access to the property will be granted to our Field Engineer.

**Task 3 – Design and Permitting**Phase 7 Fuel Stations

Lumos will provide complete A/E services including the following scope of services for new fueling stations at the list provided above.

- Work at these site includes site adaptation of NDOT's current design for fuel islands, fuel tanks, fuel dispensers, pumps, monitoring equipment tank gages and all associated plumbing, electrical, inventory control systems, card readers, site work/grading, utilities, storm water BMP's to furnish a complete and working Fueling system.
- Site upgrades including new drive slabs, grading, paving, concrete work as necessary to update the site to accommodate the new fuel facilities and replace aged/damaged facilities in the proximity to the fuel station work.
- Update fuel tank structural details to current building code
- Includes utility locate at each site in the project area (potholing not included)
- Coordination with facility and District staff
- Site visits to each location
- Permitting: State Public Works Board, State Fire Marshall (includes submittals to NDOT and response to comments, this assumes NDOT will handle the actual submittals to the permitting agencies through their typical channels)
- Lumos will prepare a Spill Prevention Plan for the individual sites listed above if required by NDOT Environmental. While the plans will generally be similar each site will have some individual components.
- Plans will be at a SD, DD, and CD Phases.

**Task 4 – Bidding Assistance**

Under this task, Lumos will be available to answer questions, assist NDOT in developing a bid item list and a bid item clarification to assist with the bid documents, attend a pre-bid meeting, respond to RFI's during bidding, modify plans and prepare any of addendums required during the bidding process related to the civil design. This includes all 17 fuel station sites (assumed to be bid in multiple phases).

### **Task 5 – Construction Assistance**

During the construction phase of the project, Lumos will be available to answer questions, respond to RFIs, coordinate contractor invoicing, review submittals, conduct or attend a pre-construction meeting, modify plans, and coordinate with the design team and NDOT as necessary. Lumos will be available for site visits during construction to meet with the contractor and review the work. Lumos will also be available to attend weekly construction meetings (assumed to be remote). Lumos can conduct a site visit upon completion of the construction to develop a "punch-list" of items to be corrected. This includes all 17 fuel station sites (assumed to be multiple phases).

### **Task 6 – Contingency**

This proposed task will allow for a means to have NDOT reimburse Lumos for permit fees and other expensed paid for by Lumos as they relate to the permitting of the project. Any fees or other associated project costs incurred by Lumos for permit fees paid by Lumos, or other unforeseen reimbursable expenses will be billed under this task at cost plus 10% per the current Lumos fee schedule. Also under this task will be additional coordination with agencies, or unanticipated or additional work to complete these projects as authorized by NDOT.

### **Assumptions / Exceptions**

Lumos has made the following assumptions in preparation of this proposal:

- Scope includes bidding support and construction assistance
- Environmental Assessments if necessary will be provided by others
- No water right work is included
- No title research or boundary survey is included; a separate proposal for boundary survey will be provided if desired
- No drainage reports are included
- NDOT will reimburse Lumos for all permit fees under task 6
- NDOT will provide fuel equipment lists to be procured for each site

**Fees**

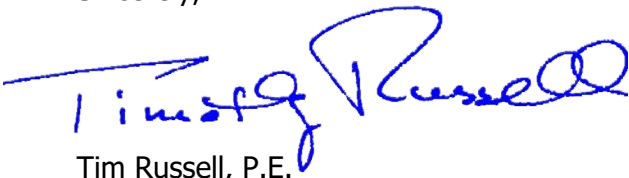
The tasks described in the Scope of Work will be completed for the following fees:

| Task   | Description             | Fee          |
|--------|-------------------------|--------------|
| Task 1 | Survey                  | \$ 233,500   |
| Task 2 | Geotech                 | \$ 77,525    |
| Task 3 | Design/Permitting       |              |
|        | Schematic Design        | \$ 260,330   |
|        | Design Development      | \$ 268,700   |
|        | Construction Documents  | \$ 268,700   |
| Task 4 | Bidding Support         | \$ 49,195    |
| Task 5 | Construction Assistance | \$ 137,400   |
| Task 6 | Contingency             | \$ 175,000   |
| Total: |                         | \$ 1,470,350 |

Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required. Tasks 1 through 5 are lump sum. Task 6 will be as authorized by the project manager. If this proposal is acceptable, please provide your Contract for execution. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,



Tim Russell, P.E.

Director - Engineering Division

Attachment B

|    | Survey         | Geotech           | Civil Design and Permitting/PM |                    |                        |                   | Civil Bidding    | Civil Construction Assistance | Electrical (includes design, bid, CA) * | Totals              |
|----|----------------|-------------------|--------------------------------|--------------------|------------------------|-------------------|------------------|-------------------------------|---|---------------------|
|    |                |                   | Schematic Design               | Design Development | Construction Documents |                   |                  |                               |   |                     |
| 1  | Galena         | \$ 9,000          | \$ 1,325                       | \$ 10,000          | \$ 10,000              | \$ 10,000         | \$ 2,500         | \$ 7,000                      | \$ 7,475                                | \$ 57,300           |
| 2  | Kingsbury      | \$ 9,000          | \$ 1,325                       | \$ 10,000          | \$ 10,000              | \$ 10,000         | \$ 2,500         | \$ 7,000                      | \$ 7,475                                | \$ 57,300           |
| 3  | Reno A         | \$ 12,000         | \$ 15,075                      | \$ 17,500          | \$ 17,500              | \$ 17,500         | \$ 2,500         | \$ 7,000                      | \$ 7,475                                | \$ 96,550           |
| 4  | Reno B         | \$ 12,000         | \$ 15,075                      | \$ 17,500          | \$ 17,500              | \$ 17,500         | \$ 2,500         | \$ 7,000                      | \$ 7,475                                | \$ 96,550           |
| 5  | Mt. Charleston | \$ 15,500         | \$ 1,325                       | \$ 14,500          | \$ 14,500              | \$ 14,500         | \$ 2,500         | \$ 7,000                      | \$ 10,350                               | \$ 80,175           |
| 6  | Glendale       | \$ 14,000         | \$ 1,325                       | \$ 17,500          | \$ 17,500              | \$ 17,500         | \$ 2,500         | \$ 7,000                      | \$ 7,475                                | \$ 84,800           |
| 7  | Spooner        | \$ 8,000          | \$ 1,325                       | \$ 10,000          | \$ 10,000              | \$ 10,000         | \$ 2,500         | \$ 7,000                      | \$ 7,475                                | \$ 56,300           |
| 8  | Pequop         | \$ 16,000         | \$ 1,325                       | \$ 7,500           | \$ 7,500               | \$ 7,500          | \$ 2,500         | \$ 7,000                      | \$ 11,845                               | \$ 61,170           |
| 9  | Mt. Springs    | \$ 16,500         | \$ 1,325                       | \$ 14,500          | \$ 14,500              | \$ 14,500         | \$ 2,500         | \$ 7,000                      | \$ 11,615                               | \$ 82,440           |
| 10 | Currie         | \$ 17,000         | \$ 15,075                      | \$ 14,500          | \$ 14,500              | \$ 14,500         | \$ 2,500         | \$ 7,000                      | \$ 11,845                               | \$ 96,920           |
| 11 | Independence   | \$ 16,500         | \$ 1,325                       | \$ 11,000          | \$ 11,000              | \$ 11,000         | \$ 2,500         | \$ 7,000                      | \$ 11,845                               | \$ 72,170           |
| 12 | Contact        | \$ 17,000         | \$ 1,325                       | \$ 12,000          | \$ 12,000              | \$ 12,000         | \$ 2,500         | \$ 7,000                      | \$ 11,845                               | \$ 75,670           |
| 13 | Indian Springs | \$ 15,000         | \$ 1,325                       | \$ 12,500          | \$ 12,500              | \$ 12,500         | \$ 2,500         | \$ 7,000                      | \$ 10,350                               | \$ 73,675           |
| 14 | Baker          | \$ 15,000         | \$ 1,325                       | \$ 10,000          | \$ 10,000              | \$ 10,000         | \$ 2,500         | \$ 7,000                      | \$ 11,845                               | \$ 67,670           |
| 15 | Silver Springs | \$ 9,000          | \$ 1,325                       | \$ 15,000          | \$ 15,000              | \$ 15,000         | \$ 2,500         | \$ 7,000                      | \$ 7,475                                | \$ 72,300           |
| 16 | Eureka         | \$ 15,500         | \$ 15,075                      | \$ 14,500          | \$ 14,500              | \$ 14,500         | \$ 2,500         | \$ 7,000                      | \$ 11,615                               | \$ 95,190           |
| 17 | Lund           | \$ 16,500         | \$ 1,325                       | \$ 10,000          | \$ 10,000              | \$ 10,000         | \$ 2,500         | \$ 7,000                      | \$ 11,845                               | \$ 69,170           |
|    |                | <b>\$ 233,500</b> | <b>\$ 77,525</b>               | <b>\$ 218,500</b>  | <b>\$ 218,500</b>      | <b>\$ 218,500</b> | <b>\$ 42,500</b> | <b>\$ 119,000</b>             | <b>\$ 167,325</b>                       | <b>\$ 1,295,350</b> |

\*Will roll these costs into the respective phase (SD, DD, CD, Bidding, CA) in the overall cost proposal  
 85% to design (25%, 30%, 30% to each phase), 4% to bid and 11% to CA

|              |                     |
|--------------|---------------------|
| Contingency  | \$ 175,000          |
| <b>Total</b> | <b>\$ 1,470,350</b> |



| <b>Engineering</b>                                    | <b>Per Hour</b> |
|---|-----------------|
| Director  | \$250           |
| Group Manager   | 235             |
| Senior Project Manager – Special Projects             | 225             |
| Assistant / Project / Senior Project Manager          | 170/195/205     |
| Staff / Project / Senior Hydrogeologist               | 170/180/185     |
| Staff / Project / Senior Engineer                     | 155/165/175     |
| Landscape Designer / Architect / Architect Manager    | 115/150/160     |
| Staff / Project / Senior Planner                      | 155/165/175     |
| Assistant / Project / Senior Project Coordinator      | 125/150/160     |
| Project / Senior Project Designer                     | 135/145         |
| Engineering Technician I / II                         | 115/125         |
| Support Technician                                    | 90              |
| <b>Construction</b>                                   | <b>Per Hour</b> |
| Director  | \$250           |
| Materials Engineering Manager                         | 215             |
| Assistant / Project / Senior Project Manager          | 170/195/205     |
| Geotechnical Engineer                                 | 195             |
| Construction Services Supervisor / Engineer           | 140/160         |
| Assistant / Project / Senior Project Coordinator      | 125/150/160     |
| Geotechnician   | 140             |
| Inspector / Senior Inspector (includes nuclear gauge) | 120/130         |
| Engineering Technician I / II                         | 115/125         |
| Materials Technician I / II (includes nuclear gauge)  | 95/100          |
| <b>Surveying</b>                                      | <b>Per Hour</b> |
| Director  | \$250           |
| Group Manager   | 235             |
| Assistant / Project / Senior Project Manager          | 170/195/205     |
| Staff / Project / Senior Surveyor                     | 145/160/170     |
| Assistant / Project / Senior Project Coordinator      | 125/150/160     |
| Photogrammetrist / Photogrammetry Manager             | 140/160         |
| Surveying Technician I / II                           | 115/125         |
| Party Chief   | 160             |
| Chain Person  | 80              |
| <b>Administrative &amp; Other Services</b>            | <b>Per Hour</b> |
| Administrator   | \$85            |
| Clerical  | 75              |
| 30x42 Color / B&W (per copy)                          | 10/5            |
| 24x36 Mylar / Color/B&W (per copy)                    | 20/5/3          |
| 8.5x11 Color / B&W (per copy)                         | 0.50/0.15       |
| Mileage (per mile)                                    | State Rate      |

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (10%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates



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

MEMORANDUM

November 1, 2023

**TO:** Department of Transportation Board of Directors  
**FROM:** Tracy Larkin Thomason, P.E., Director  
**SUBJECT:** November 13, 2023 | Transportation Board of Directors Meeting  
**ITEM # 9:** Agreement 501-22-016, with ATKINS NORTH AMERICA, INC., to evaluate, design, and test intelligent Truck Parking Availability System (TPAS), Churchill, Clark, Humboldt, Pershing, and Washoe Counties, Nevada. – *For possible action*

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|                          |                            |                                   |                  |
|--------------------------|----------------------------|-----------------------------------|------------------|
| <b>Agreement No.:</b>    | 501-22-016                 | <b>Amendment No.:</b>             | 00               |
| <b>Contractor:</b>       | Atkins North America, Inc. | <b>Federal:</b>                   | No               |
| <b>Original Amount:</b>  | \$1,199,995.83             | <b>Total of Prior Amendments:</b> | \$0.00           |
| <b>Amendment Amount:</b> | \$0.00                     | <b>Agreement Type:</b>            | Service Provider |
| <b>Payable Amount:</b>   | \$1,199,995.83             | <b>Receivable Amount:</b>         | \$0.00           |
| <b>Start Date:</b>       | 11/13/2023                 | <b>End Date:</b>                  | 12/31/2029       |
| <b>Division:</b>         | Traffic Operations         | <b>Division Head:</b>             | Rod Schilling    |

**Summary:**

Atkins North America, Inc., is responsible for evaluating current Truck Parking Availability System (TPAS) technologies, recommending TPAS technology for pilot project deployment, designing the project plans and specifications, and developing TPAS training and operation procedures. Churchill, Clark, Humboldt, Pershing, and Washoe Counties, Nevada. NV B/L# NVF19981347315-R Proposers: Atkins North America, Inc., HDR Engineering, Inc., Iteris, Inc., and Kimley-Horn and Associates, Inc.

**List of Attachment(s):**

- A. Negotiation Summary
- B. Scope of Services

**Recommendation for Board Action:**

Approve Agreement 501-22-016, with ATKINS NORTH AMERICA, INC., to evaluate, design, and test intelligent Truck Parking Availability System (TPAS) in the amount of \$1,199,995.83.

**Prepared by:**

Administrative Services Division







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

**MEMORANDUM**

**October 3, 2023**

**TO:** Jenica Keller, Assistant Director  
**THRU:** Rodney Schilling, Chief Traffic Operations Engineer <sup>DS</sup>  
**FROM:** Jae Pullen, Project Manager <sup>DS</sup>  
**SUBJECT:** Negotiation Summary for RFP 501-22-016 TPAS Pilot Project

Negotiation meetings were held virtually on July 21<sup>st</sup>, August 15<sup>th</sup>, August 29<sup>th</sup>, and September 7<sup>th</sup>, with Atkins (Bard Slocum, Atefeh Abad, and Nathan Mozeleski) and Planning Division (Tim Mueller) and Traffic Operations Division (Kevin Maxwell, Rick Tydeman, and Jae Pullen) of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The duration of this agreement will be for six years, ending on December 31, 2029.

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

The Scope of Services was reaffirmed by both parties after further revisions to address two design packages for construction, updating the Concept of Operations/ System Requirements, TPAS technology evaluation and test bed strategy, and construction support services.

Scope of Services attached.

The following schedule was agreed to by both parties:

| Date       | Task to be Completed                   |
|------------|--|
| 12/1/2023  | Kickoff Meeting                        |
| 8/9/2024   | Phase 1: Discovery Complete            |
| 12/27/2024 | Phase 2: Technology Testing Complete   |
| 11/27/2026 | Phase 3A: Package 1 Design Complete    |
| 11/1/2027  | Phase 3B: Package 2 Design Complete    |
| 12/31/2029 | Phase 4: Post-Design Services Complete |

Key personnel dedicated to this project are as follows:

| Name                | Title                   | Estimated Number of Hours |
|---------------------|-------------------------|---------------------------|
| Brad Slocum         | Project Manager         | 542                       |
| Atefeh Abad         | Deputy Project Manager  | 272                       |
| Nathan Mozeleski    | ITS Design Lead         | 813                       |
| Jonny Turner        | Systems Integrator Lead | 200                       |
| <b>Total Hours:</b> |                         | <b>1827</b>               |

Sub-consultant information regarding Project Descriptions on active Agreements:

| Sub-Consultant    | Project Description  | Agreement No. |
|-------------------|--|---------------|
| The Narwhal Group |  |               |
| Prime             | D1 ITS Maintenance Contract                                      | P411-19-016   |
| Prime             | D3 ITS Maintenance Contract                                      | P413-19-016   |
| Prime             | Good of the State: Communications (Fiber and Radio) site repairs | 23931         |
|                   |  |               |

The DEPARTMENT's original estimate was \$500,000.00.

The SERVICE PROVIDER's original estimate was \$1,400,000.00.

The Scope of Services and cost estimates were revised to include updating the Concept of Operations and System Requirements documentation. Additionally, field testing of the recommended technology to minimize complications during construction and system integration was added. Lastly, the TPAS Pilot deployment will occur in two construction packages instead of the one as originally anticipated.

The overhead rate of 126.68% was provided by the Internal Audit Division.

The negotiations yielded the following:

1. Based upon the direct labor costs and an overhead rate of 126.68%, the overhead amount will be \$430,286.29.
2. A fee of 10% was agreed to by both parties and will be \$76,995.02 for this agreement based upon direct labor costs and an overhead rate of 126.68%.
3. The direct expenses agreed to total \$353,000.00 for sub-consultants, reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
4. The total projected person-hours allocated for this project is 6,133.
5. The total negotiated cost for this Agreement is \$1,199,995.83.

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

SERVICE PROVIDER's Transportation Board representative:

- Atkins
- Brad Slocum – Project Manager
- [Bradford.slocum@atkinsrealis.com](mailto:Bradford.slocum@atkinsrealis.com)
- (1) 941-587-2443

Reviewed and Approved:

DocuSigned by:  
**Jenica Keller**  
 D4A618F26D8B447...  
 \_\_\_\_\_  
 Assistant Director

"! !\$ #!#\$

## Scope of Services

### Truck Parking Availability System (TPAS) Pilot

#### GENERAL

The Nevada Department of Transportation (DEPARTMENT) seeks to design an intelligent Truck Parking Availability Systems (TPAS) Pilot Project (PROJECT). This PROJECT is made up of various subsystem components that work together to provide credible, real-time parking availability information to on-road commercial drivers. The PROJECT will evaluate the benefits of a future statewide program through measurable results.

The PROJECT design area is in Churchill, Clark, Eureka, and Washoe County, Nevada, on Interstate 15 (I-15) and Interstate 80 (I-80). The proposed eleven (11) parking locations identified for TPAS equipment to monitor the real-time truck parking availability are as follows:

| Name                     | Facility – Milepost (direction) | Number of Parking Stalls | Site Parking Conditions |
|--------------------------|---------------------------------|--------------------------|-------------------------|
| Mogul                    | I-80 – MP 5 (EB)                | 5                        | Unpaved, Free flow      |
| Mogul                    | I-80 – MP 5 (WB)                | 8                        | Paved, Delineated       |
| Trinity                  | I-80 – MP 83                    | 24                       | Paved, Delineated       |
| Beowawe                  | I-80 – MP 257 (EB)              | 9                        | Paved, Delineated       |
| Beowawe                  | I-80 – MP 257 (WB)              | 9                        | Paved, Delineated       |
| Truck Parking Lot MP 88  | I-15 – MP 88 (NB)               | 8                        | Unpaved, Free flow      |
| Truck Parking Lot MP 88  | I-15 – MP 88 (SB)               | 8                        | Unpaved, Free flow      |
| Truck Parking Lot MP 96  | I-15 – MP 96 (NB)               | 20                       | Paved, Free flow        |
| Truck Parking Lot MP 96  | I-15 – MP 96 (SB)               | 20                       | Paved, Free flow        |
| Truck Parking Lot MP 110 | I-15 – MP 110 (NB)              | 13                       | Paved, Free flow        |
| Truck Parking Lot MP 110 | I-15 – MP 110 (SB)              | 30                       | Paved, Free flow        |

The Atkins team (SERVICE PROVIDER) shall provide services consisting of analyzing, testing, designing, construction support services, and developing training materials for the PROJECT. The SERVICE PROVIDER's work includes coordination and concurrent efforts for the PROJECT provided by the DEPARTMENT.

Assumptions identified within this Scope of Services are based on best information available at the time and discussed and coordinated between the SERVICE PROVIDER and the DEPARTMENT. If Scope changes are required as the project progresses, the SERVICE PROVIDER and DEPARTMENT will negotiate an amendment as necessary.

## **Task 1. PROJECT MANAGEMENT**

### **Task 1.1 GENERAL PROJECT MANAGEMENT**

The SERVICE PROVIDER shall provide internal and external coordination, file maintenance, billing, and monthly progress/status reports. The SERVICE PROVIDER shall always maintain control over and coordinate all services performed by the project team and any sub-consultants under this Agreement. The SERVICE PROVIDER shall maintain on-going communications via telephone, e-mail, and periodic office visits with the DEPARTMENT Project Manager regarding project issues and progress.

The SERVICE PROVIDER shall develop and maintain a detailed schedule of tasks and milestones for delivering the services covered by this Agreement. The schedule shall be provided to the DEPARTMENT's Project Manager in both a PDF and a Microsoft Project format for review and approval. Schedule updates shall be provided whenever there is a major change. Major milestones are as follows:

- Assumed NTP ..... 11/15/2023
- Kickoff Meeting ..... by 12/1/2023
- Phase I - "Discovery" Complete ..... 8/9/2024
- Phase II – "Test Bed" Complete ..... 12/27/2024
- Phase III – Full Scale Design:
  - 30% (Conceptual Plans) I-15 & I-80 Submittal ..... 11/1/2024
  - 60% (Intermediate Plans) Package 1 Submittal ..... 3/21/2025
  - 60% (Intermediate Plans) Package 2 Submittal ..... 3/21/2025
  - 90% (PS&E Plans) Package 2 Submittal ..... 6/19/2026
  - 90% (PS&E Plans) Package 2 Submittal ..... 5/24/2027
  - 100% (Final Plans) Package 1 Submittal ..... 10/16/2026
  - 100% (Final Plans) Package 2 Submittal ..... 9/20/2027
  - Doc Date Package 1 ..... 11/27/2026
  - Doc Date Package 2 ..... 11/1/2027
- Phase IV – Post-design Services Complete ..... 12/31/2029

As part of this task, the SERVICE PROVIDER shall produce a Project Execution Plan (PEP) and a Quality Assurance / Quality Control (QA/QC) Plan. The updates shall be provided to the DEPARTMENT's Project Manager for approval.

#### **1.1.1 Project Execution Plan**

The PEP is the primary source of information for how the PROJECT will be planned, executed, monitored, controlled, and closed. It defines the activities and processes that the project team will follow to meet the PROJECT's goals. The PEP shall include the following elements:

- Phase schedule

- Phase budget
- Risk management plan
- Communication plan
- Change management plan
- QA/QC plan
- Transition and closure plan

The SERVICE PROVIDER shall provide periodic updates to the plan as needed.

### **1.1.2 Quality Assurance/Quality Control Plan**

The QA/QC Plan shall start with a brief overview of the PROJECT and its limits, intent and philosophy of the QA/QC Plan, and the associated roles and responsibilities of the key staff involved in ensuring quality of PROJECT's deliverables. The QA/QC plan shall provide a details description of the review process that is to be followed by each discipline preparing the planning documents (i.e., ConOps) and design (i.e., PS&E) deliverables. The QA/QC plan shall also identify the task specific reviewers and their general QC review responsibilities.

A Project Quality Manager (PQM) shall be assigned to the PROJECT who will manage the QA/QC activities and facilitate review meetings at the beginning of each planning & design submittal development phase. The PQM will ensure the team members are aware of their QA/QC responsibilities and the associated review process. The PQM will reach out to each task lead to discuss their deliverable development milestones and the timeline of QA/QC steps within the identified milestones.

The PQM will support the stakeholder review process and ensure comments have been documented on the comment review form and the disposition of each comment is communicated to the respective reviewers.

### **Task 1.2 PROJECT MEETINGS**

At the beginning of the PROJECT and as part of the PEP, the SERVICE PROVIDER shall prepare a schedule of meetings. All PROJECT meetings shall be virtual unless otherwise noted. The SERVICE PROVIDER shall provide a link and call-in number. If in-person meetings are desired, the DEPARTMENT's Project Manager shall provide a list of contacts for reserving meeting spaces at the DEPARTMENT. The SERVICE PROVIDER shall provide a link and call-in number for virtual meeting participants with copies of all meeting materials distributed via the internet.

The SERVICE PROVIDER shall participate in and prepare meeting agendas and minutes for all project meetings and maintain a log of the action items. Meeting minutes shall be prepared in draft form within five 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 including action items log shall be distributed within two business days. The SERVICE PROVIDER shall arrange and conduct the following meetings unless instructed to do otherwise by the DEPARTMENT's Project Manager:

#### **Task 1.2.1 Project Status Meetings**

The SERVICE PROVIDER shall conduct and organize monthly project status meetings that will be held as defined on the PROJECT schedule. The SERVICE PROVIDER shall consult with the DEPARTMENT's Project Manager and prepare an agenda prior to each meeting as described above.

The first PROJECT status meeting will serve as the PROJECT kick-off meeting where the PROJECT team, scope, and schedule will be discussed.

#### **Task 1.2.2 Project Quarterly Review Meetings**

Up to sixteen (16) quarterly project review meetings will be held to assess the PROJECT's progress regarding scope, schedule and budget. The SERVICE PROVIDER shall consult with the DEPARTMENT's Project Manager and prepare an agenda prior to each meeting as described above.

#### **Task 1.2.3 Miscellaneous Meetings**

The SERVICE PROVIDER shall participate in up to eight (8) miscellaneous meetings related to development of the PROJECT's tasks when requested by the DEPARTMENT's Project Manager.

#### ***TASK 1: PROJECT MANAGEMENT DELIVERABLES:***

- Project Baseline Schedule
- Updated Project Schedule
- Monthly Progress Report
- Meeting Agendas & Minutes
- Project Execution Plan
- Quality Assurance / Quality Control Plan

### **Task 2. Discovery Phase**

The Discovery Phase shall encompass Stakeholder Engagement, Systems Engineering Updates, and a Market Research and State of the Practice Report, which will guide the SERVICE PROVIDER's recommendation and selection of TPAS technologies, design, integration, operation, and maintenance of TPAS infrastructure in the Test Bed and Full-Scale Design.

#### **Task 2.1 STAKEHOLDER ENGAGEMENT**

The SERVICE PROVIDER shall engage key stakeholders through virtual meetings, surveys, and any other NDOT-approved methods to gather input on the state of existing truck parking facilities, operations, maintenance, and challenges, as well as understanding ways that truck parking may be improved, particularly by TPAS technology. The SERVICE PROVIDER shall develop a Stakeholder Management Plan (SMP) that includes the key stakeholders and their contact information, roles, responsibilities, schedule of stakeholder meetings, discussion topics, and goals. The DEPARTMENT shall identify stakeholders.

The SERVICE PROVIDER shall conduct up to two (2) group workshops and up to four (4) smaller group "break-out" workshops, all held virtually. The workshops will facilitate discussion of key needs and potential opportunities for TPAS to address stakeholder needs and challenges within Nevada. Additionally, the workshops will gather input of the specific corridors and rest areas identified for TPAS pilot deployment.

The SERVICE PROVIDER shall develop a single trifold brochure that provides the public and stakeholders with general information about TPAS and NDOT's TPAS pilot deployment that discusses the locations, benefits, and basic technology. The SERVICE PROVIDER shall deliver the trifold brochure to the DEPARTMENT in PDF format.

## **Task 2.1 SYSTEM ENGINEERING**

### **Task 2.1.1 PROJECT SYSTEM ENGINEERING MANAGEMENT PLAN (PSEMP)**

The SERVICE PROVIDER shall develop and maintain a Project Systems Engineering Management Plan (PSEMP) that defines the objectives of the project, the approach to be taken, and the roles and responsibilities of each partner during the project, commitment being assumed, defining the tasks and sequence of events to ensure a System Engineering Process is followed (including which parties will be responsible for system design, test plans, etc.), risks and mitigation strategies, and QA/QC Process.

### **Task 2.1.2 CONCEPT OF OPERATIONS (CONOPS) UPDATE**

The DEPARTMENT completed a report titled Nevada Truck Parking Availability System (TPAS) – Concept of Operations in March 2020. The SERVICE PROVIDER shall update this existing ConOps to reflect changes based on Stakeholder coordination, information identified in the Market Research and State of the Practice report, the Scope of Services of this pilot project deployment, and any lessons learned from the Small-Scale Test Bed TPAS deployment. The updated ConOps will be a vendor-neutral document and will focus on the goals and objectives of the project, interactions between the DEPARTMENT and stakeholder technology functions and capabilities as well as operations strategies within the context of the technologies and the data integration required for TPAS. The updated ConOps should include a description of the desired system, how it will function, and how the system will be used.

The DEPARTMENT shall provide the existing ConOps in Microsoft Word format for updates. The SERVICE PROVIDER shall provide DEPARTMENT Project Manager the updated ConOps for review. Following the receipt of DEPARTMENT comments, the SERVICE PROVIDER shall provide a Final ConOps to the DEPARTMENT in Microsoft Word and PDF formats.

### **Task 2.1.3 SYSTEM REQUIREMENTS UPDATE**

The DEPARTMENT completed a report titled Nevada Truck Parking Availability System (TPAS) – System Requirements in March 2020. The SERVICE PROVIDER shall update this existing system requirements report to reflect changes based on Stakeholder coordination, information identified in the Market Research and State of the Practice report, the Scope of Services of this pilot project deployment, and any lessons learned from the Small-Scale Test Bed TPAS deployment. The updated report will be a vendor-neutral document and will focus on the goals and objectives of the project, interactions between the DEPARTMENT and stakeholder technology functions and capabilities as well as operations strategies within the context of the technologies and the data integration required for TPAS. The updated Systems Requirements should include updates as needed to User Needs and Use Cases; Requirements, Verification Methods, Traceability Matrix; and System Acceptance and Operations.

The DEPARTMENT shall provide the existing System Requirements report in Microsoft Word format for updates. The SERVICE PROVIDER shall provide DEPARTMENT Project Manager the updated System Requirements report for review. Following the receipt of DEPARTMENT comments, the SERVICE PROVIDER shall provide a Final System Requirements report to the DEPARTMENT Project Manager. The Final System Requirements report will be provided in Microsoft Word and PDF formats.

## **Task 2.2 MARKET RESEARCH AND STATE OF THE PRACTICE**

SERVICE PROVIDER shall research, analyze, and evaluate TPAS technology and vendors on the market and the state of TPAS within the transportation industry. SERVICE PROVIDER shall identify TPAS systems and strategies used by other agencies (assumed three to five agencies) and their experiences and lessons learned. SERVICE PROVIDER shall develop a report of the research and analysis and will recommend two TPAS technology strategies to move forward with for the Small-Scale Test Bed phase of the PROJECT. The report will include (as an appendix) a performance testing plan to be used to evaluate the performance of the two recommended TPAS technology strategies in the Test Bed deployment (Task 3). The report will include (as an appendix) key performance metrics to be used to evaluate the performance of the state-wide TPAS pilot deployments (Task 4).

SERVICE PROVIDER shall research, analyze, and evaluate the following:

- Two (2) general strategies to collect parking availability: space-by-space counts and entry/exit counts
- Two (2) general strategies for TPAS logic: edge (on-location) and central (off-location)
- Technologies used for TPAS detection, including inductive loops, magnetometers, RADAR, LIDAR, thermal video, video analytics, and any other feasible technology
- Maturity of each technology and recommended vendors and models
- Cost comparison of TPAS strategies, technologies, vendors
- Scalability of TPAS solutions
- Maintenance and operation requirements
- TPAS compatibility with the DEPARTMENT's infrastructure and software
- TPAS compatibility with external stakeholder systems identified as use cases
- Ability of the TPAS to meet the DEPARTMENT'S performance targets identified in the Request for Proposal and additional performance targets identified by the SERVICE PROVIDER and DEPARTMENT
- Communications needs: cellular or fiber
- Affect of environmental conditions
- Affect of site conditions, including paved vs. unpaved and delineated vs. non-delineated

### ***TASK 2: DISCOVERY PHASE DELIVERABLES:***

- Stakeholder Management Plan (Microsoft Word and PDF)
- Trifold Brochure (PDF)
- System Engineering Project Management Plan
- Draft ConOps Update (Microsoft Word and PDF)
- Final ConOps Update (Microsoft Word and PDF)
- Draft Functional Requirements Update (Microsoft Word and PDF)
- Final Functional Requirements (Microsoft Word and PDF)
- Draft Market Research and State of the Practice Report
- Final Market Research and State of the Practice Report

## **Task 3. Test Bed Deployment**

SERVICE PROVIDER shall design, procure all materials for, deploy, configure, integrate, and test performance of the two TPAS technologies recommended in the Market Research and State of the Practice Report. The deployment will serve to identify if both, one, or neither of the TPAS solutions will achieve the performance requirements and user needs of the full-scale pilot deployment; provide guidance for the full-scale design; and provide a site for TPAS training. The test bed site will be at the NDOT Headquarters North Annex facility and will install new ITS/TPAS technology on site using the



existing ITS infrastructure as needed by the identified systems. SERVICE PROVIDER shall test the performance of the two systems using the performance testing plan developed in the Market Research and State of the Practice report. If possible, the systems will be tested during multiple weather events to simulate actual site conditions.

### **Task 3.1 Test Bed Site Design**

SERVICE PROVIDER shall design the two TPAS technologies to be deployed in the test bed deployment. The test bed design plans will be streamlined, graphical and annotated, depicting the coverage area and general system layout; the designs will not follow Signals, Lighting, and ITS (SLI) design plan sheet layout, but be similar to ITS maintenance plans.

SERVICE PROVIDER shall perform a field review of the site including existing cabinet and power service to evaluate use for the test bed deployment. It is assumed the existing infrastructure (cabinet, pole, power, etc.) has capacity to be used for any TPAS deployment needs.

### **Task 3.2 Test Bed Deployment**

SERVICE PROVIDER shall procure TPAS devices, and all materials necessary for a complete installation, deployment and integration of the two TPAS test bed deployments.

It is assumed the test bed deployment will be temporary and will be delivered to the DEPARTMENT after testing and training.

### **Task 3.3 Test Bed Integration**

The SERVICE PROVIDER shall perform all configuration and device integration activities for a complete and working system of the two TPAS test bed deployments into the DEPARTMENT's system and all identified external systems and use cases identified for the project. The TPAS test bed deployments will utilize cellular modems, as it is assumed the full-scale pilot deployment (Task 4) will utilize cellular modems at most, if not all sites.

The DEPARTMENT shall provide any third-party driver and software development required through existing contracts outside of this PROJECT.

### **Task 3.4 Test Bed System Evaluation**

The SERVICE PROVIDER shall test and evaluate the performance of the two TPAS pilot system technologies using the performance testing plan developed in the Market Research and State of the Practice Report. The two TPAS systems will be tested to obtain quantitative data (e.g., count accuracy, latency, system response time, false positives) and qualitative information (e.g., ease of installation and integration) to compare the two systems against performance criteria. The comparison will test various vehicle types in various site and environmental conditions.

The SERVICE PROVIDER shall produce a System Evaluation memorandum documenting the results and providing a recommendation whether both, one, or neither TPAS system tested should move forward to the full-scale pilot deployment and whether any use cases should be modified based on the performance of the systems.

The DEPARTMENT shall provide trucks of various sizes as it has available to be used for the testing. SERVICE PROVIDER shall coordinate with trucking stakeholders to provide additional vehicles as

available. If further vehicles for testing are needed, SERVICE PROVIDER shall rent “moving truck” style vehicles to be used.

**TASK 3: TEST BED DELIVERABLES:**

- Test Bed Design Plans
- Test Bed System Evaluation memorandum

**Task 4. FULL-SCALE DESIGN**

The SERVICE PROVIDER shall incorporate the selected truck parking system(s) in a comprehensive and biddable set of design documents required for all 11 sites identified in the General section of this Scope of Services. The SERVICE PROVIDER shall design all field assets in accordance with latest versions of the Nevada Department of Transportation Standard Plans for Road and Bridge Construction, the Standard Specifications for Road and Bridge Construction, AASHTO's Policy on Geometric Design of Highways and Streets, AASHTO's Roadside Design Guide, the Manual on Uniform Traffic Control Devices (MUTCD), and other applicable standards. The SERVICE PROVIDER shall also adhere to the latest version of the DEPARTMENT's SLI Design Guide.

The SERVICE PROVIDER shall coordinate with the DEPARTMENT to provide with any available design plans, as-builts, or other documentation related to the sites in the project area, including ongoing and future projects.

Either CAD base mapping topography from previous design projects or aerial photography may be used for design plans production. The SERVICE PROVIDER may use aerial drone photography.

It is assumed that at the time of construction the Trinity Rest Area site will have DEPARTMENT fiber optic communications in proximity to the site that can be used in the design; all other sites are assumed to not have fiber and will require cellular or other wireless communications.

The design will not provide roadway or other improvements to the sites, unless required by the design of the TPAS equipment (e.g. guardrail to protect an equipment cabinet). It is assumed striping or other delineation measures will be included in this project to be designed for all parking lots that do not currently have striping or other delineation.

The 30% (Conceptual) design shall be a single package with all sites. The 60% (Intermediate) design shall be delivered in two separate packages (I-15 and I-80) on the same schedule. After the 60% (Intermediate) design, the PROJECT shall move forward with phased final design schedules.

**4.1 FIELD REVIEWS:**

The SERVICE PROVIDER shall make site visits to each site to ensure that its design staff is familiar with site conditions affecting development of the design. SERVICE PROVIDER shall verify general conformance of existing infrastructure against as-built plans and the aerial photography, field review for checking power service points and existing load centers, field review for checking communication splice location and cabinets, checking existing cabinets for capacity for new devices. The SERVICE PROVIDER shall prepare site visit notes documenting each visit and provide a copy to the DEPARTMENT's Project Manager as requested.

**4.2 LOCATION/SURVEY:**

The DEPARTMENT shall provide the data for survey control plan sheets for inclusion in the construction contract plans. The plans shall include, at a minimum, all existing and proposed control

lines, horizontal geometric control points, property and right-of-way lines; existing monumentation, geometric ties between proposed control lines and existing monumentation, basis of bearing, benchmarks, and vertical and horizontal control datums.

The SERVICE PROVIDER shall perform field surveys where detailed survey information is required for site design (assumed to be only needed for cross sections used for signing design and details). Surveys shall be performed in accordance with acceptable procedures, record-keeping requirements, equipment use, and safety precautions, and shall conform to the NDOT Manual, Special Instructions for Survey or Mapping Consultants, 2000 Edition. All pertinent field survey information shall be incorporated into the project mapping.

#### **4.3 NEPA COMPLIANCE:**

The DEPARTMENT shall perform and complete the necessary tasks for National Environmental Policy Act (NEPA) compliance. The SERVICE PROVIDER shall provide design related information relevant for this analysis.

#### **4.4 UTILITY COORDINATION:**

TPAS construction is anticipated to have minimal impacts to existing utilities. Prior to performing the field surveys, the SERVICE PROVIDER shall request 811 design locates to be marked at each site. The SERVICE PROVIDER shall design the TPAS system components to avoid any identified existing utilities.

In the event a utility conflict cannot be avoided, the SERVICE PROVIDER shall coordinate the planning for relocation of utilities to accommodate the project with the affected utility owners and DEPARTMENT Right-of-Way Division. The DEPARTMENT shall determine who shall bear the cost of relocation by the examination of easements, permits and/or other evidence of the utility's rights to occupy the area of conflict. The DEPARTMENT shall notify utility providers to relocate their lines at their own expense or will obtain any necessary cost estimates and prepare any necessary agreements to cover the utility relocation work when it is to be at the DEPARTMENT's expense. The SERVICE PROVIDER shall review utility relocation plans submitted to them by the DEPARTMENT and shall provide written concurrence on the location of proposed utility relocations.

#### **Task 4.5 30% DESIGN (CONCEPTUAL) PLANS**

SERVICE PROVIDER shall develop a 30% (Conceptual) Plan roll-plot showing the proposed TPAS signing, TPAS equipment, parking coverage detection areas, ITS devices, proposed striping or delineation, and power sources. In addition to the roll plot, SERVICE PROVIDER shall develop a preliminary SLI estimate (Excel spreadsheet shall be provided by the DEPARTMENT) to be submitted with the roll plot for review. The SERVICE PROVIDER shall prepare the roll plots in accordance with the DEPARTMENT's processes and procedures.

The SERVICE PROVIDER and DEPARTMENT shall participate in a Concept Design Workshop approximately 2 weeks after submitting the roll plots to the Department. The SERVICE PROVIDER shall be responsible for taking notes and documenting comments and consensus made during the meeting. The comments from the meeting shall be put into a comment/resolution matrix and submitted with resolutions prior to the next plan submittal.

#### **Task 4.6 60% DESIGN (INTERMEDIATE) PLANS**

The SERVICE PROVIDER shall address and resolve all comments by the DEPARTMENT on the 30% (Conceptual) Plans submittal and advance the design to an intermediate level of completion and standard plan sheets per SLI Design Guide. The 60% (Intermediate) design onward will be split into two (2) packages, one for I-15 sites and one for I-80 sites; however, both will be submitted on the same schedule for the 60% (Intermediate) design; after which, each package will progress through Doc Submittal on a different deadline. The DEPARTMENT shall select one package to move forward on the earlier timeline based on considerations such as right-of-way, environmental, technical, and cost evaluation.

The 60% (Intermediate) Design Submittal shall include the following sheets:

- Title Sheet (The DEPARTMENT shall provide the base sheet; the SERVICE PROVIDER shall modify as necessary.)
- Location Sketch
- General Notes, Summaries and Estimate of Quantities
- Location Control
- Special Details
- Intelligent Transportation Systems
- Permanent Signing
- Striping
- Structure List

The SERVICE PROVIDER shall prepare the engineers estimate in accordance with the DEPARTMENT's SLI format. The SERVICE PROVIDER shall add bid item numbers, bid item descriptions, and quantities; the DEPARTMENT shall add the prices (cost) and Masterworks entry.

The estimate shall be prepared and submitted prior to the design review.

The SERVICE PROVIDER shall prepare notes for the Special Provisions for items, details, and procedures not adequately covered by the DEPARTMENT's Standard Specifications. The DEPARTMENT shall prepare all draft and final Special Provisions for the PROJECT.

Special Write-ups/Bid Items. The SERVICE PROVIDER shall prepare notes for the Special Provisions for items, details, testing requirements and acceptance for each technology, and procedures not adequately covered by the NDOT Standard Specifications, and shall identify any incentives and liquidated damages, State-furnished materials, critical materials requiring pre-bid purchase, etc.

The DEPARTMENT's Project Manager shall coordinate set-up of the review meeting.

The SERVICE PROVIDER shall participate in Comment Resolution through the final BlueBeam Revu review session file created after each milestone review.

The SERVICE PROVIDER shall participate in the PS&E Design Review Meeting, to be held at the conclusion of DEPARTMENT's review of the Intermediate Design Submittal. It is assumed this meeting will be virtual with no more than two (2) people in-person at NDOT Headquarters office in Carson City, NV.

#### **Task 4.7 90% DESIGN (PS&E) PLANS**

The SERVICE PROVIDER shall address and resolve all comments by the DEPARTMENT on the 60% (Intermediate) submittal.

The DEPARTMENT's Project Manager shall coordinate set-up of the review meeting.

The SERVICE PROVIDER shall participate in Comment Resolution through the final BlueBeam Revu review session file created after each milestone review.

The SERVICE PROVIDER shall participate in the PS&E Design Review Meeting, to be held at the conclusion of DEPARTMENT's review of the Intermediate Design Submittal. It is assumed this meeting will be virtual with no more than two (2) people in-person at NDOT Headquarters office in Carson City, NV.

#### **Task 4.8 100% DESIGN (Final) PLANS**

The SERVICE PROVIDER shall address and resolve all comments by the DEPARTMENT on the 90% (PS&E) Plan submittal.

The DEPARTMENT's Project Manager shall coordinate set-up of the review meeting.

The SERVICE PROVIDER shall participate in Comment Resolution through the final BlueBeam Revu review session file created after each milestone review.

The SERVICE PROVIDER shall participate in the PS&E Design Review Meeting, to be held at the conclusion of DEPARTMENT's review of the Intermediate Design Submittal. It is assumed this meeting will be virtual with no more than two (2) people in-person at NDOT Headquarters office in Carson City, NV.

#### ***TASK 4: FULL-SCALE DESIGN DELIVERABLES:***

- Conceptual Plans and SLI Estimate (30% Design): I-15 and I-80
- Intermediate Plans, Specifications, and SLI Estimate (60% Design): I-15 Package
- Intermediate Plans, Specifications, and SLI Estimate (60% Design): I-80 Package
- PS&E Plans, Specifications, and SLI Estimate (90% Design): I-15 Package
- PS&E Plans, Specifications, and SLI Estimate (90% Design): I-80 Package
- Final Plans, Specifications, and SLI Estimate (100% Design): I-15 Package
- Final Plans, Specifications, and SLI Estimate (100% Design): I-80 Package

#### **Task 5 POST-DESIGN SERVICES AND TRAINING**

##### **Task 5.1 Post-Design Support Services**

The SERVICE PROVIDER shall prepare responses for the bidder Q & A process.

The SERVICE PROVIDER shall provide post-design services for the project that include reviewing shop drawings and material submittals (assumed no more than 24 submittals) and respond to RFIs (assume no more than 10). SERVICE PROVIDER shall make necessary revisions to the plans and/or specifications (assumed no more than 3 revisions) for any change orders issued that require plans revision.

The SERVICE PROVIDER shall assist the DEPARTMENT in the preparation of any supplemental notices required to clarify the work included in the contract documents. Supplemental notices may be required based on the project inspection with the assigned NDOT Resident Construction Engineer, questions developed in the pre-bid conference, and/or conditions discovered by bidders during the bid period.

The SERVICE PROVIDER shall review bid item quantities in support of the DEPARTMENT's bid review and report the findings to the DEPARTMENT.

### **Task 5.2. TPAS Training and Manuals**

SERVICE PROVIDER shall develop TPAS training through videos, manuals, and in-person hands-on training workshops, and recorded virtual meetings.

#### **Hands-On Training**

In collaboration with the PROJECT team, the SERVICE PROVIDER shall organize and facilitate up to two (2) in-person hands-on trainings: one (1) for the operators and one (1) for the maintenance crew. Prior to the hands-on training, the SERVICE PROVIDER shall develop the lists of attendees in collaboration with the DEPARTMENT to assure participation of key team members. The SERVICE PROVIDER shall develop the hands-on training plan including the training materials and will share with the DEPARTMENT Project Manager for approval. Once approved, the SERVICE PROVIDER shall organize and facilitate the trainings. Following the completion of the hands-on trainings, the SERVICE PROVIDER shall obtain feedback from the participants to assist in the development of supplementary training videos and manuals.

#### **Training Videos and Manuals**

In collaboration with the PROJECT team, the SERVICE PROVIDER shall develop TPAS training videos and modules for use by the operators and maintenance crew.

The SERVICE PROVIDER shall develop one (1) training video for the operators, including all the necessary information related to TPAS operations such as ConOps, software, devices, communication workflow, data, scenarios, etc. The training video is anticipated to include content recorded from the hands-on training. Prior to training video production, the SERVICE PROVIDER shall develop a list of training content and topics in collaboration with the PROJECT team. A TPAS Operators' Training Manual will also be developed including the information and content of the training video. The training manual will be in Microsoft Word and PDF formats.

The SERVICE PROVIDER shall develop one (1) training video for the maintenance crew, including all the necessary information related to TPAS maintenance such as hardware, software, systems and technology, devices, parts, maintenance frequency, asset management, etc. The training video is anticipated to include content recorded from the hands-on training. Prior to training video production, the SERVICE PROVIDER shall develop a list of training content and topics in collaboration with the PROJECT team. A TPAS Maintenance Training Manual shall also be developed including the information and content of the training video. The training manual will be in Microsoft Word and PDF formats.

### **TASK 5.3. Update SLI Design Guide**

SERVICE PROVIDER shall provide write-up of TPAS design steps, plans requirements, and example plan sheets in Microsoft Word format to be included in the SLI Design Guide for future TPAS design efforts.

***TASK 5: POST-DESIGN SERVICES AND TRAINING DELIVERABLES:***

- Two (2) In-Person Hands-On Trainings
- Two (2) Training Videos or recorded meetings
- Two (2) Training Manuals
- SLI Design Guide Update Memo



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

MEMORANDUM

November 1, 2023

TO: Department of Transportation Board of Directors  
FROM: Tracy Larkin Thomason, P.E., Director  
SUBJECT: November 13, 2023 | Transportation Board of Directors Meeting  
ITEM # 10: Agreement 507-23-101, with XCEL MAINTENANCE SERVICES, INC., to provide janitorial services at the District I North Major Maintenance Yard, Clark County, Nevada. – *For possible action*

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|                          |                                 |                                   |                  |
|--------------------------|---------------------------------|-----------------------------------|------------------|
| <b>Agreement No.:</b>    | 507-23-101                      | <b>Amendment No.:</b>             | 00               |
| <b>Contractor:</b>       | Xcel Maintenance Services, Inc. | <b>Federal:</b>                   | No               |
| <b>Original Amount:</b>  | \$387,600.00                    | <b>Total of Prior Amendments:</b> | \$0.00           |
| <b>Amendment Amount:</b> | \$0.00                          | <b>Agreement Type:</b>            | Service Provider |
| <b>Payable Amount:</b>   | \$387,600.00                    | <b>Receivable Amount:</b>         | \$0.00           |
| <b>Start Date:</b>       | 11/13/2023                      | <b>End Date:</b>                  | 12/31/2025       |
| <b>Division:</b>         | District I                      | <b>Division Head:</b>             | Mario Gomez      |

**Summary:**

Xcel Maintenance Services, Inc., is responsible for providing janitorial services at the Department’s District I North Major Maintenance Yard which includes eight (8) buildings and nine (9) trailers, Clark County, Nevada. NV B/L# NVD20021426879-Q Only one Proposer: Xcel Maintenance Services, Inc.

**List of Attachment(s):**

- A. Negotiation Summary
- B. Scope of Services

**Recommendation for Board Action:**

Approve Agreement 507-23-101, with XCEL MAINTENANCE SERVICES, INC., to provide janitorial services at the District I North Major Maintenance Yard in the amount of \$387,600.00.

**Prepared by:**

Administrative Services Division





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

## MEMORANDUM

October 9, 2023

**TO:** Jeff Lerud, Assistant Director

**FROM:** Brian Robison, ASO 2

**SUBJECT:** Negotiation Summary for Agreement P507-23-101

A quotation review was held at the NDOT North Major Maintenance Yard, 123 East Washington Avenue, Building A in Las Vegas, NV on September 26, 2023, with Kelynn Miller and Brian Robison, members of the Nevada Department of Transportation (DEPARTMENT) in attendance. This meeting was the result of a Request for Quote (RFQ) which was sent to seven vendors.

The duration of this agreement will be for 2 years, ending on December 31, 2025.

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

The Scope of Services was reaffirmed by all parties at the time the RFQ was presented.

The attached Scope of Services outlines the locations, frequencies of service(s) and all associated costs.

Key personnel who will oversee this Agreement are as follows:

| Name            | Title |
|-----------------|-------|
| Kathia Winchell | Owner |
|                 |       |

There are no consultants being utilized on this Project.

The DEPARTMENT's original estimate was \$250,000.01 - \$300,000.00 (R9).

The RFQ yielded the following:

1. A quotation was provided by Xcel Maintenance Services, Inc. the total cost of which is reflected below;
2. Coverall of Las Vegas, did not respond to our RFQ;
3. Green Clean, did not respond to our RFQ;
4. Clean Commercial, did not respond to our RFQ;
5. Southwest Janitorial, did not respond to our RFQ;
6. Stratus Building Solutions; did not respond to our RFQ;
7. Merchants Building Maintenance; did not respond to our RFQ;
8. The total proposed cost for this Agreement is \$387,600.00.

Current economic conditions impacting the availability of labor and consequential inability of firms to hire sufficient staffing are primary reasons for the lack of response. The significant variance in anticipated cost is due to the rise in cost of materials, staffing, and transportation, all costs which vendors are more readily passing along to their clients. Furthermore, additional necessary services that were not included in previous agreements have been included to ensure janitorial standards are adequately met.

SERVICE PROVIDER's Transportation Board representative(s):

**Kathia Winchell**  
**xcelmaintenance@cox.net**  
**702.355.3895**

Reviewed and Approved:

DocuSigned by:  
 \_\_\_\_\_ 10/11/2023  
E0C1947A442E435...[OR

## SCOPE OF SERVICE

1. The Service Provider agrees to perform Janitorial Services at the Nevada Department of Transportation, District I North Major Maintenance Yard, at 123 East Washington Avenue, Las Vegas, Nevada in eight (8) buildings and nine (9) trailers. Janitorial Services are to be performed Monday through Friday each week, including holidays, as identified by the Department and as outlined in the Bid Proposal. The Service Provider shall provide Janitorial Services at the following identified locations within the described location:

- (a) Las Vegas District Offices, Buildings A, B, C, K and L  
123 East Washington Avenue (approximately 23,467 sq. ft.)
- (b) Office Trailers
- |                   |               |                      |
|-------------------|---------------|----------------------|
| G                 | approximately | 2,070 sq. ft.        |
| H                 | approximately | 1,410 sq. ft.        |
| IS                | approximately | 1,147 sq. ft.        |
| L3                | approximately | 1,280 sq. ft.        |
| N1                | approximately | 660 sq. ft.          |
| Q                 | approximately | 1,410 sq. ft.        |
| Q1                | approximately | 1,410 sq. ft.        |
| Q2                | approximately | 1,410 sq. ft.        |
| Q3                | approximately | <u>1,410 sq. ft.</u> |
| Approximate Total |               | 12,207 sq. ft.       |
- (c) Building E: (Upper Level)
- Sign Shop- only office and restroom- no other floors in this area
  - North office area, entrance, and restroom – (not south offices)
  - Stairway, railings, steps and landings
- Building E: (Lower Level)
- Three (3) Restrooms: (Replenish paper towels in dispensers adjacent to hand wash basin, shop floor, wash basin, water fountain, spot clean walls, and floor outside and adjacent to shop supervisor's office.)
  - Three (3) Central Area Offices
  - Stairway, railings, steps and landings
  - Break Room (second level central area)
  - Stockroom office and entrance
  - South Side Corner Office (South Side Entrance)
  - Approximate total for Building E is 1,419 square feet
- (d) Building D: Materials Testing (floors, trash, restrooms, and conference table)  
The main hall and office floors are cleaned by thorough mopping with a neutral cleaner – no wax is to be applied to sheet vinyl flooring. The only testing room floor that is swept is the Asphalt Lab. No counters are cleaned.
- |                                   |                    |
|-----------------------------------|--------------------|
| • Asphalt Laboratory (sweep only) | 2,700 sq. ft.      |
| • Survey Room (South East Side)   | 250 sq. ft.        |
| • Offices and Conference Room     | 2,106 sq. ft.      |
| • Restrooms two (2)               | <u>191 sq. ft.</u> |
| Approximate Total                 | 5,247 sq. ft.      |
- (e) Gatehouses 'M' and 'W' (Security Facilities) 96 sq. ft. (ea.)

2. The Service Provider shall provide as outlined in the Bid Proposal, attached and incorporated herein, daily Janitorial Services to approximately fourteen thousand two hundred ten (14,210) square feet of carpeted flooring with approximately thirty thousand seven hundred forty one (30,933) square feet of tile covered (or other hard surface) flooring and specified Janitorial Services to approximately twenty eight (28) restrooms of various sizes.

|                |                             |
|----------------|-----------------------------|
| Building A     | three (3) locations.        |
| Building B     | two (2) locations.          |
| Building C     | three (3) locations.        |
| Building D     | two (2) locations.          |
| Building E     | (three (3) separate areas), |
| upper level:   | two (2) locations           |
| lower level:   |                             |
| Equipment Shop | one (1) location.           |
| Stockroom      | one (1) location.           |
| Radio Shop     | one (1) location.           |
| Building K     | sixteen (16) locations.     |
| Building L     | one (1) location.           |
| Trailer G      | two (2) locations.          |
| Trailer H      | two (2) locations.          |
| Trailer IS     | two (2) locations.          |
| Trailer L3     | two (2) locations.          |
| Trailer N1     | two (2) locations.          |
| Trailer Q      | two (2) locations.          |
| Trailer Q1     | two (2) locations.          |
| Trailer Q2     | two (2) locations.          |
| Trailer Q3     | two (2) locations.          |

During the Post Conference, the Service Provider shall discuss and obtain throw mat specifics from the Department's Designated Representative.

4. The Service Provider will provide a skilled and experienced work force to complete all Janitorial Services outlined in this Agreement. No crew members may be minors. Documentation of crew members' janitorial skill and experience must be made available to the Department upon request.

5. The Service Provider shall furnish restroom supplies at a quantity to avoid non availability. Supplies are to include but are not limited to; hand soap (men-industrial; women-feminine qualities), paper towels (towels shall conform to the size of the holder provided), 2-ply toilet tissue, toilet seat covers and wastebasket liners.

6. The Service Provider shall perform weekly performance inspections and provide a written report to the Department's Designated Representative the first workday of each week before 5:00 p.m. Conducted inspections shall be visual and weekly written reports shall report on the performance of daily, weekly, biweekly, quarterly and semiannual tasks, when applicable.

7. The Service Provider shall pick up all carpet protector mats, chairs, waste baskets, boxes, small items, etc., from floor area prior to shampooing. The same removal activity is required prior to waxing or buffing uncarpeted floors other than restrooms. Picked up items shall be returned to their appropriate place by the Service Provider prior to the Department's next normal workday.

8. The monthly cost to add or delete space will be calculated based on the amount bid in the Repairs and additions/deletions of square footage with Department Approval section. The

monthly amount for additional or reduced service will be calculated by multiplying the Square Footage of the space, the Price per Square Foot, and multiplying 21.75 which is the average number of days in a month. The costs for protective mats is not part of this calculation and would be accounted for separately.

**General Terms and Conditions**

1. The SERVICE PROVIDER shall complete Janitorial Services, as outlined in this agreement, to ensure at the start of every DEPARTMENT workday, facilities are cleaned to a satisfactory level and restocked with necessary supplies where normally required.
2. The SERVICE PROVIDER shall furnish all supplies for the men and women's rest rooms (hand towels, 2-ply toilet paper, toilet seat covers, liquid hand soap, garbage container liners, urinal deluxe screens w/fragrant, etc.).
3. All work performed under the terms of this agreement by the SERVICE PROVIDER shall be accomplished before 6:00 a.m. and after 4:00 p.m., Monday through Friday. A Saturday or Sunday may be used as a substitute for a Friday.
4. The SERVICE PROVIDER agrees to furnish all labor, materials, services, equipment, tools and personal expenses necessary to perform the work required under the terms of this agreement, except as specifically provided herein.
5. Performance Standards: If any services performed by service provider are deemed unacceptable and not in conformance with the specifications and requirements of the contract, the Department shall have the right to require the service provider to perform the services again in conformity with said specifications at no additional cost to the State. In the event the unacceptable service is not done properly the second time, the Department reserves the right to deduct a prorated amount from any monies due service provider.
6. Liquidated damages will be assessed and announced in writing to the SERVICE PROVIDER in the amount of Seven Hundred Fifty and 00/100 Dollars (\$750.00). Liquidated damages will be assessed whenever the DEPARTMENT finds unsatisfactory any two Attachment A - Scope of Services items in the same facility, building or trailer, the same day, or a repeated single services item two consecutive days in the same facility which cannot specifically be corrected due to temporal factors or which relates to a safety issue. The Department will perform random performance reviews. The Department will inform the Service Provider if any deficiencies are found.
7. Service Provider will propose a Work Schedule, supply the name of the On-site Supervisor who will oversee the work performed and the telephone number(s) by which to contact him/her. Service Provider's Work Schedule must reflect adequate time for completion of all required janitorial work as listed in the Bid Proposal to include daily, weekly, monthly, quarterly and semiannual services.
8. Storage space will be provided to the Service Provider in the following buildings, which must be kept clean and organized:
  1. Building D- mop closet
  2. Building E- lower level- mop closet
  3. Building K- mop closet and separate storage area
9. These areas that are provided for Service Provider use will be maintained so that there are no violations of safety or fire codes. The Service Provider will not alter the storage space without prior written consent from the Department.

10. The Service Provider's On-site Supervisor and additional personnel as deemed necessary by the Department must be literate and fluent in the English language. This does not require all of the Service Provider's personnel speak, read and write English. Some tasks require only the On-site Supervisor and crew leader to speak, read and write English. Other activities which involve contact and interaction with the public will require more workers speak English. This requirement is necessary due to the following reasons which include, but are not limited to:
  - a. Warnings of emergencies and hazards.
  - b. Response to the public's inquiries.
  - c. Response to law enforcement authorities, ambulance, etc.
  - d. Preparation and completion of reports.
  - e. Communication with the Department personnel.
11. Service Provider shall keep all facility exterior opening doors locked, unless moving equipment through them. **Offices found locked, shall be re-locked after required Janitorial Services are completed therein. Unlocked office doors shall be left unlocked after Janitorial Services are completed therein.** Facility keys will be issued to the Service Provider by the Department. Service Provider shall sign for issued keys. Service Provider shall be responsible for replacing broken keys, lost keys and re-keying expenses whenever necessary to maintain the integrity of the Department's facilities master key system. Keys will not be duplicated.
12. Cleaning of all restrooms, locker rooms and shower rooms is a high priority and these areas must be cleaned and serviced on a daily basis. All fixtures, floors, walls, and stall dividers are to be cleaned\* with an approved cleaner/disinfectant that will not harm finishes and shall dry completely streak-free and stain-free nightly. \*The term CLEAN as defined here will mean that no film, odor, stain, dust, lint, or spot can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the restrooms.
13. Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly, and safe condition. Floor finish is to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.
14. Special Projects: The Department must be notified in writing (emails are acceptable), five (5) business days prior to any quarterly, semi-annual, or annual project being started. This includes floor stripping and waxing, sealing of tile, carpet cleaning, light diffuser cleaning, and window washing.
15. The Service Provider may be required to perform extra Janitorial Services, which are beyond the scope of this Agreement at the hourly rate specified in the Bid Proposal, incorporated and attached hereto, such extra work will be specified in writing between the parties.
16. Extra work to be performed shall generally consist of Janitorial Services upon request related to but not limited to cleaning up spills, water overflow residue and other unexpected and unplanned situations requiring corrective measures.
17. The DEPARTMENT agrees to pay the SERVICE PROVIDER based on the Force Account Item shown in the Bid Proposal, up to Fifty Thousand and NO/100 Dollars (\$50,000.00) for emergency services and extra work required at the request of the DEPARTMENT, with the DEPARTMENT's approval. Any Force Account funds not used during the term of this agreement will not be paid to the SERVICE PROVIDER.

18. In compliance with the multi-employer work site provisions of the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard 29 CFR Part 1910.1200 (e)(2), the Service Provider is required to provide current Safety Data Sheets (SDS's) for all hazardous chemicals [as defined in 29 CFR Part 1910.1200 (c)] to be used by the Service Provider.

A. It will be the Service Provider's responsibility to submit to the District Engineer, or their designated representative, a list of all hazardous chemicals to be used on the project within seven (7) days of the Notice to Proceed. SDS' must be submitted to the District Engineer prior to the beginning of any phase of work which requires the use of hazardous chemical. Also, along with applicable SDS, the Service Provider will provide the District Engineer or designated representative a copy of their safety book by the first work day.

**B. Service Provider must provide and update as needed Safety Data Sheets for all products stored on site. They must be readily accessible to anyone authorized to have access to storage area.**

### POST-AWARD CONFERENCE

1. After award of this bid, the Service Provider shall be required to participate in a Post Award Conference for the purpose of ensuring a complete understanding of the requirements of the contract. The time and date of the conference will be announced in the Notice to Proceed. At the Post Award Conference, the Service Provider shall provide the Department with a proposed Work Schedule and proposed safety plan.

2. Quarterly schedules, set on a "typical" monthly calendar, will be provided to the Department. The initial schedule for the start of service in January 2024 and a quarterly schedule for the period January 2024 through March 2024 shall be provided to the Department during the Post Award Conference. Subsequent quarterly schedules will be made available to the Department 15 days before each calendar quarter. Schedules shall identify the task, frequency of work and number of workers performing each task. The schedule shall delineate the time frames for each task by day of the week.

3. All schedules shall be subject to Department approval. Thereafter, significant changes to the schedule will be in writing to the Department and shall be accompanied by a proposed revised schedule. Upon approval by the Department, the Service Provider may implement the revised schedule.

4. The Service Provider shall adhere to the approved Work Schedule and shall complete all required janitorial work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Service Provider, as agreed upon by the Department's Designated Representative.

5. All scheduled work NOT completed during the week scheduled shall be reported to the Department, in writing, on the first work day following scheduled work. The report shall include an explanation of WHY the work was not completed and plans for getting the work on schedule. The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.



## STATE OF NEVADA

**DEPARTMENT OF TRANSPORTATION****DAILY SERVICES**

1. Dust mop all uncarpeted offices, restrooms, hallways and open floor space, including Conference rooms, and break rooms.
2. Wet mop all floors not carpeted; results shall be free of swirls and streaks.
3. Vacuum all carpeted areas (under furniture, along edges and corners of each room). All exposed carpeted areas and protective mats must be thoroughly vacuumed nightly. This includes all offices, public areas, and traffic areas including all corridors and paths ways within office areas. Only vacuums equipped with a HEPA filtration system which meets all State and Federal legal requirements are acceptable. All vacuums must have a minimum of a 12 amp motor, and be equipped with a brush with a minimum rpm of 1,000 to 1,200 for effective cleaning. All back packs that will be used to clean the modular furniture must also have a HEPA filtration system in them. All equipment will be subject to inspection and approval by the Department prior to contract award.
4. Spot Clean Carpet: All carpet areas shall be spot cleaned. During normal service hours, service provider shall use its best efforts to remove stains from carpets, protective mats, and other flooring material. The affected area will be vacuumed and an approved spot cleaner applied to remove the stain. If this does not eliminate the stain, the service provider shall notify the Department the next business day, Monday through Friday, by 8:30 a.m.
5. Dust top of desks, cabinets, various tables, counter tops, bookcases, etc., with a treated dust cloth (not a feather duster). **DO NOT MOVE OR REMOVE PAPERS OR MATERIALS ON THESE SURFACES. NO COMPUTER CLEANING.**
6. Clean, with an appropriate cleaning solution, **ALL** conference room tables, leaving streak-free.
7. Empty and clean all waste paper containers and shredder containers; collected trash shall be placed in the outside dumpster receptacle located at the north end of the yard. Plastic bags are to be inserted and replaced in waste paper containers where necessary.
8. Empty, clean and sanitize ashtray stands (located outside of entrances) leaving the sand clean and clear of debris in the sand urns. Sand shall be added as needed to maintain a full level. The Service Provider will supply the sand. The type and color must be approved in writing by the Department prior to use.
9. Clean door glass and windows at all entrances (inside and out).
10. Drinking fountains shall be cleaned, polished, and sanitized to present a finish with no streaks, smudges, or watermarks. Drinking fountains must be polished with a stainless steel polish.
11. Thoroughly clean kitchen area.
12. Clean Interior Stairwells: All interior stairwells shall be dust mopped or swept and wet mopped nightly. Hand rails are to be wiped with a neutral cleaner. If a spill of any kind is found in a stairwell, it is to be cleaned up immediately. All trash and debris must be removed nightly. If there are any problems in the stairwells, the service provider shall notify the Department the next business day, Monday through Friday, by 8:30 a.m.
13. Sanitize telephone receivers and mouthpieces.
14. Flush each floor trap with clean water-**at least two gallons of water per floor trap.**
15. Remove all debris from floor level vents.
16. Remove empty boxes and trash from all receptacles in atrium, Building A.
17. Restrooms, Locker Rooms, and Shower Rooms: Cleaning and services shall include the following:
  - A. Soap Dispensers: Refill soap dispensers to maximum capacity every night. The chrome is to be polished and is to be streak-free. Broken soap dispensers will be

- reported to the Department the next business day, Monday through Friday, by 8:30 a.m.
- B. **Trash Receptacle and Waste Cans:** Empty trash containers, polish stainless steel, wipe out inside, and replace liners nightly. The containers will not be left streaky or smudged.
  - C. **Mirror and Glass:** Wash all mirror surfaces with glass cleaner. Mirrors will not be left streaky or with smudges on them at any time. The stainless steel around mirrors will be dusted nightly and polished where applicable.
  - D. **Wall Care:** All partitions and Fiberglass Reinforced Panels (FRP) will be wiped down nightly with a disinfectant and left with a streak-free appearance.
  - E. **Toilets:** All porcelain toilets and toilet seats will be thoroughly cleaned with a disinfectant and streak free, inside and outside, top and bottom. All stainless steel, where applicable, will be polished.
  - F. **Urinals:** All porcelain urinals will be thoroughly cleaned with a disinfectant and left streak-free, inside and outside, top and bottom. All stainless steel, where applicable, will be polished. All urinals must have a rubberized deluxe urinal screen. These pads will be lifted out nightly by the service provider's staff, cleaned underneath, and then replaced. Drain pads must be replaced on the first of every month. Pads will be dated on the down side with a permanent ink pen when they are placed.
- NOTE:** Toilets and urinals will be checked randomly with a black light to expose areas that have not been cleaned properly with a disinfectant. This check will be done randomly during inspections; improperly cleaned toilets and urinals can cause a failure of the inspection.
- G. **Floor Drains:** All floor drains will be treated daily with disinfecting solution.
  - H. **Toilet Paper Dispensers:** All toilet paper dispensers will be checked and refilled to maximum nightly. If a roll of toilet paper holds one-third (1/3) or less, it must be replaced and the partial roll left next to the dispenser. The dispensers must be cleaned with a disinfectant and streak free. All stainless steel, where applicable, will be polished.
  - I. **Paper Towel Dispensers:** Paper towel dispensers will be checked and refilled to maximum capacity nightly. The dispensers must be cleaned with a disinfectant and streak free. All stainless steel, where applicable, will be polished.
  - J. **Toilet Seat Cover Dispensers:** All toilet seat cover dispensers will be checked nightly. If a toilet seat cover dispensers holds two packages of toilet seat covers, one package must be completely full. If a toilet seat cover dispensers holds one package of toilet seat covers, and it is less than one third full, it must be replaced and the partial package left next to the dispenser. The dispensers must be cleaned with a disinfectant and streak free. All stainless steel, where applicable, will be polished.
  - K. **Sanitary Napkin Depositories:** In the ladies rest rooms, all sanitary napkin depositories will be checked and emptied nightly. The units must be wiped outside and inside with a disinfectant cleaning solution and left streak free. Bags must be replaced daily.

### **WEEKLY SERVICES**

1. Dust all window coverings and remove all residues from the result of this activity from surrounding area.
2. Clean window sills.
3. Clean all baseboards, leaving free of marks.
4. Industrial vacuum carpets, INCLUDING edges and corners.
5. Wash all hand prints and smudges from walls.
6. Clean all light switch plates.
7. Furnish and replace plastic bags from waste baskets.
8. Vacuum doorway slots.
9. Clean windows inside whenever found or identified as dusty or dirty.
10. **Stairwells:** All stairwells must be dust mopped then wet mopped with an appropriate

cleaning solution. All hand rails must be cleaned with an appropriate cleaner. The stairwells will be left free of any film or streaky finish from the cleaning solution used. If a spill of any kind is found in a stairwell it shall be cleaned up immediately. All trash and debris must be removed nightly. If there are problems with the stairwells, the service provider shall notify the Department the next business day, Monday through Friday, by 8:30 a.m.

11. Hard Floors: Ceramic Tile, Vinyl Composition Tile (VCT), Sealed/Painted Concrete. In addition to the daily specifications, weekly cleaning of hard floors shall include the following:

Step 1. Dust mop all floors.

Step 2. Damp mop using cool, clean, water with a neutral cleaner.

Step 3. Spray buff/auto scrub using a high-speed floor machine to achieve a wet-look finish. If an area does not buff up to a wet-look finish, it will be necessary to add a coat of the floor finish that has been approved and then re-buff the area. This will be repeated until the required wet-look finish is present.

Step 4. Dust mop again to pick up any particles left from burnishing.

Upon completion of weekly routine work, all floors will be free of all dust, dirt, film streaks, debris, and standing water, and will present a uniform wet-look appearance when dry. There shall be no visible build-up of wax, dirt, or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs. **Hard Floor cleaning tasks will be completed the first workday of each week.**

### **BIWEEKLY SERVICES**

1. Clean all doors and door handles/knobs, inside and outside.
2. On Fridays, after normal Department work hours, Service Provider shall ensure protective mats are located at entryways, in break rooms, and other specified areas.

### **MONTHLY SERVICES**

1. **Wash and sanitize** all toilet and shower stalls; toilet stall walls and floors.
2. Furniture and counters:
  - a. Hard surfaces washed and polished.
  - b. Vinyl plastic surfaces washed and treatment applied.
  - c. Cloth surfaces vacuumed and removed spots.
  - d. Doors, knobs and casing shall be cleaned.
3. All ceilings and corners shall be dusted for cobwebs.
4. All wastebaskets shall be washed.
5. Clean atrium, Building A, remove any debris, sweep area and scrub window sills.
6. Replace the sand in the cigarette sand urns at minimum, once a month. Depending on usage, sand may need to be replaced more frequently.
7. Change Urinal Screens.
8. Hard Floor Care: Ceramic Tile, Vinyl Composition Tile (VCT), Sealed/Painted Concrete. In addition to the daily and weekly specifications for Hard Floor Care, monthly cleaning of hard floors shall include the following:

Step 1. Dust mop all floors.

Step 2. Damp mop using cool, clean, water with a neutral cleaner.

Step 3. Deep scrub Ceramic Tile restrooms/locker rooms floors using a floor machine and blue pad to remove soil, scuffs, and black marks.

Step 4. (a) Re-coat VCT floors with two (2) coats of non-slip wax.

(b) Spray buff/auto scrub all floors using a high-speed floor machine to achieve a wet-look finish. If an area does not buff up to a wet-look finish, it will be

necessary to add an additional coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet-look finish is present

Upon completion of the monthly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water, and will present a uniform wet-look appearance when dry. There shall not be a visible build-up of wax, dirt, or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

### **QUARTERLY SERVICES**

(December, March, June, September - Last week of listed months)

1. **Steam shampoo all installed carpeting.** Hot water truck mount extraction machine must be utilized. Before shampooing, **Service Provider shall pick up all carpet protector mats, chairs, waste baskets, boxes, small items and etc., from floor area.** Picked up items shall be **returned to their appropriate place by Service Provider prior to the Department's next normal work day.** Dates and times for Service Provider's shampooing of carpeted areas shall be determined in advance through coordination with the Department.
2. Base Cove and Wainscot: Wipe down/clean all base-cove wainscots throughout the building. The cleaner used should leave a desirable luster.
3. Shampoo all upholstered chairs in the conference rooms located within buildings, A, B, C & D.
4. Dust picture frames and Venetian blinds.
5. Surfaces of light fixtures shall be washed.
6. **Clean all windows inside and outside. Before cleaning windows, contact NDOT's "Point of Contact" person to remove screens.**
7. Clean woodwork/tile, board trim at floor level.
8. Hard Floor: Vinyl Composition Tile (VCT). In addition to the daily, weekly and monthly specifications for Hard Floor Care, quarterly cleaning of hard floors shall include the following:

Step 1. Strip floors of old wax and floor finish by going over the floor completely several times using a floor machine equipped with a stripping pad.

Step 2. Apply three (3) coats of sealer to all floors and let sealer dry completely.

Step 3. Re-coat VCT with three (3) coats of non-slip wax.

Step 4. Spray buff/auto scrub using a high-speed floor machine to achieve a wet-look finish. If an area does not buff up to a wet-look finish, it will be necessary to add a coat of the appropriate finish that has been approved, and then re-buff the area. This will be repeated until the required wet-look finish is present.

Upon completion of the quarterly work, all floors will be free of dust, dirt, film streaks, debris, and standing water, and will present a uniform wet-look appearance when dry. There shall not be a visible build-up of wax, dirt, or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

### **SEMI-ANNUAL SERVICES**

(April and October)

1. Wash all window sills.
2. Wash all blinds.



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

MEMORANDUM

November 1, 2023

TO: Department of Transportation Board of Directors  
FROM: Tracy Larkin Thomason, P.E., Director  
SUBJECT: November 13, 2023 | Transportation Board of Directors Meeting  
ITEM # 11: Agreement 508-23-061, with SOUTHLAND INDUSTRIES, to provide heating, ventilation and air conditioning (HVAC) maintenance, inspection, and repair services at the Traffic Management Center (TMC), Clark County, Nevada. – *For possible action*

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|                   |                      |                            |                  |
|-------------------|----------------------|----------------------------|------------------|
| Agreement No.:    | 508-23-061           | Amendment No.:             | 00               |
| Contractor:       | Southland Industries | Federal:                   | No               |
| Original Amount:  | \$300,160.00         | Total of Prior Amendments: | \$0.00           |
| Amendment Amount: | \$0.00               | Agreement Type:            | Service Provider |
| Payable Amount:   | \$300,160.00         | Receivable Amount:         | \$0.00           |
| Start Date:       | 11/13/2023           | End Date:                  | 12/31/2027       |
| Division:         | District I           | Division Head:             | Mario Gomez      |

**Summary:**

Southland Industries is responsible for HVAC maintenance, inspection, and repair services for the York YCWS-180 Screw Type Chiller and all associated HVAC environmental distribution equipment located at the Traffic Management Center (TMC), Clark County, Nevada. NV B/L# NVF19621000518-Q Proposers: Southland Industries and Carrier Corporation.

**List of Attachment(s):**

- A. Negotiation Summary
- B. Scope of Services

**Recommendation for Board Action:**

Approve Agreement 508-23-061, with SOUTHLAND INDUSTRIES, to provide heating, ventilation and air conditioning (HVAC) maintenance, inspection, and repair services at the Traffic Management Center in the amount of \$300,160.00.

**Prepared by:**

Administrative Services Division



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

## MEMORANDUM

October 9, 2023

**TO:** Jeff Lerud, Assistant Director

**FROM:** Brian Robison, ASO 2

**SUBJECT:** Negotiation Summary for Agreement P508-23-061

A quotation review was held at the NDOT North Major Maintenance Yard, 123 East Washington Avenue, Building A in Las Vegas, NV on October 3, 2023, with Shawn Smith and Brian Robison, members of the Nevada Department of Transportation (DEPARTMENT) in attendance. This meeting was the result of a Request for Quote (RFQ) which was sent to three vendors qualified and equipped to perform this specialized service.

The duration of this agreement will be for 4 years, ending on December 31, 2027.

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

The Scope of Services was reaffirmed by all parties at the time the RFQ was presented.

The attached Scope of Services outlines the locations, frequencies of service(s) and all associated costs.

Key personnel who will oversee this Agreement are as follows:

| Name          | Title              |
|---------------|--------------------|
| Kavon Asgari  | Account Consultant |
| Tim Marchment | Service Manager    |

There are no consultants being utilized on this Project.

The DEPARTMENT's original estimate was \$250,000.01 - \$300,000.00 (R9).

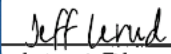
The RFQ yielded the following:

1. A quotation was provided by Southland Industries the total cost of which is reflected below;
2. Carrier Corporation provided a quotation which was not selected due to overall cost and compatibility with the updated equipment and controls located in the building;
3. P1 Group, did not respond to our RFQ;
4. The total proposed cost for this Agreement is \$300,160.00.

SERVICE PROVIDER's Transportation Board representative(s):

**Kavon Asgari**  
**kasghari@southlandind.com**  
**702.777.4000**

Reviewed and Approved:

DocuSigned by:  
 10/11/2023  
Assistant Director

## SCOPE OF SERVICES

The CONTRACTOR agrees to perform HVAC maintenance, inspection, and repair services for (1) York YCWS-180 Screw Type Chiller, (1) York YCWL0177SE Scroll Type Chiller together with all associated HVAC environmental distribution equipment located at the Traffic Management Center (TMC), located at 4615 W Sunset Road, Las Vegas, Nevada.

### GENERAL REQUIREMENTS

1. The CONTRACTOR shall employ a minimum of three (3) certified service technicians. Service technicians shall be certified in York Screw Chiller, York Scroll Chiller and/or equivalent training. The CONTRACTOR shall provide copies of certifications upon request.
2. The successful bidder shall have and maintain a local factory authorized Service Company. The company shall be capable of supplying and installing component parts along with troubleshooting, repairing and maintaining the equipment.
3. The CONTRACTOR shall submit factory safety plans in accordance with OSHA's current training and the National Fire Protection Association 70.
4. The CONTRACTOR shall furnish all necessary labor, tools, equipment, and supplies to perform the required heating, ventilation and air-conditioning preventive maintenance, inspection and repair services for units of equipment as listed in Exhibit B - HVAC and Associated Equipment List.
5. All work shall be performed during normal operating hours of the TMC, Monday through Friday, 6:00 a.m. to 4:00 p.m. unless work would disturb the building occupants.
6. The CONTRACTOR may not subcontract any work.
7. The CONTRACTOR and its employees are subject to NHP background checks.
8. Access cards will be issued by the TMC. This card will be visible anytime the CONTRACTOR or its employees are on the premises.
9. The CONTRACTOR shall propose a work schedule; supply the name of the supervisor who will oversee the work performed and the telephone number(s) by which to contact this person. The CONTRACTOR's work schedule must reflect adequate time for completion of all required work as listed in this Agreement.
10. **WRITTEN REPORTS:** After each completed scheduled preventive maintenance services visit, the CONTRACTOR shall provide a written report to the Department's Facility Manager of findings, corrective actions taken and recommendations for equipment improvement.
11. **EMERGENCY RESPONSE SERVICES:** The CONTRACTOR shall respond within two (2) hours of notification from the DEPARTMENT for any emergency service which includes but is not limited to: 1) the building inside temperature cannot be maintained at 75 degrees; 2) failure to act would cause damage to the building equipment or materials.



**POST-AWARD CONFERENCE**

1. After award of this bid, the selected Contractor shall be required to participate in a Post Award Conference for the purpose of ensuring a complete understanding of the requirements of the Agreement. At the Post Award Conference, the Contractor shall provide the Department with a proposed work schedule and proposed safety plan.
2. The schedule shall identify the task, frequency of work and number of workers required to performing each task.
3. Work schedules shall be subject to Department approval. Thereafter, significant changes to the schedule shall be in writing to the Department and be accompanied by a proposed revised schedule. Upon approval by the Department, the Contractor may implement the revised schedule.
4. The Contractor shall adhere to the approved work schedule and complete all scheduled work during the bi-monthly period in which it is scheduled unless circumstances occur which are beyond the control of the Contractor.
5. All scheduled work NOT completed as scheduled shall be reported to the Department, in writing, on the first work day following scheduled work. The report shall include an explanation of WHY the work was not completed and plans for getting the work on schedule. The Department reserves the right to unilaterally extend the period of any resultant Agreement for thirty-one (31) days beyond the stated expiration date.

**SAFETY REQUIREMENTS**

1. **SAFETY PLAN.** The Contractor shall implement a safety plan to comply with the requirements of OSHA and the State Occupational Safety Standards.
2. **SUSPENSION OF WORK**
  - A. The Contract Administrator or his representative shall immediately suspend the Contractor's operations when work is observed which is being performed in violation of safety rules, regulations or practices.
  - B. Violations of safety rules, regulations or practices may be considered grounds for termination of the Agreement.

**DEPARTMENT'S RESPONSIBILITY**

1. The Department will perform periodic inspections to ensure the Contractor is in compliance with the terms of the Agreement. If deficiencies are noted, a copy of the completed deficiency report will be furnished to the Contractor.
2. The Department will decide all questions which may arise as to the quality and acceptability of any work performed under the Agreement.

The CONTRACTOR shall be responsible for all work as indicated below, in accordance with the following schedule:

## **1. HEATING BOILER MAINTENANCE**

### **Semi-Annual Service:**

1. Check for piping leaks around circulator, mixing valves, relief valves, and other fittings.
2. Visually inspect burner flame.
3. Visually inspect venting system for proper function, deterioration or leakage.
4. Check air vents for leakage
5. Check the hose fitting/orifice on the blower.
6. Check relief valve.
7. Test low water cutoff.
8. Visually inspect condensate drain hose for proper operation or deterioration.
9. Check for plugged condensate trap.
10. Clean screen in vent termination and air intake.

### **Annual Service (beginning of each heating season)**

1. Visually inspect top of vent for soot and clean.
2. Visually inspect burner and clean.
3. Visually inspect venting system for proper function, deterioration or leakage
4. Check for and remove any obstruction to the flow of combustion or ventilation air to boiler.
5. Visually inspect burner flame.
6. Check operation of safety devices.
7. Lubricate circulator.
8. Visually inspect condensate drain piping for proper operation or deterioration.
9. Check for plugged condensate trap.
10. Check for piping leaks around circulators, mixing valves, relief valves and other fittings.

## **2. MAINTENANCE ON YORK SCREW TYPE AND/OR SCROLL TYPE CHILLERS**

### **Quarterly Service:**

1. Check Thermal Insulation, repair or replace when required
2. Check vibration isolators, repair or replace when required
3. Check relief valves.
4. Check fusible plugs.
5. Check for pipe work damage.
6. Check for leaks.
7. Visually check for leaks in plant and sounding piping.
8. Check moisture indicator.
9. Check suction superheat.
10. Check liquid Sub-cooling.
11. Check oil level.
12. Check oil pressure.
13. Check un-loader operation.
14. Check crankcase heater.

15. Check mechanical safeties.
16. Check and record fault history.
17. Check program setting.
18. Check pump-down function (as necessary).
19. Check load – unload function.
20. Clean outside of chillers and touch up with paint as necessary.

**Annual Service:**

1. Check main structure.
2. Remove condenser heads and brush tubes, reinstall with new gaskets.
3. Check Paint-work.
4. Check Solenoid valves.
5. Tighten all electrical connections.
6. Check Compressor contactors.
7. Check sensor/ transducer calibration.
8. Check low LCHLT cutout function.
9. Check low differential oil pressure function.
10. Check low evaporator temperature cutout function.
11. Send oil sample out for testing.
12. Check water flow/pressure drop.
13. Check control panel wiring.

**3. HEAT EXCHANGER:**

**Annual Service:**

1. Inspect for leaks.
2. Back flush the system to remove incrustation – scaling.

**Every other year:**

1. Mechanical cleaning of internal parts. Disassemble and clean using soft brush techniques and only approved chemicals. Re-assemble using proper snap on gaskets.

**4. MOTORS AND VARIABLE FREQUENCY DRIVES**

**Semi-Annual Service:**

1. Heat sink temperature check and cleaning.
2. Tighten all electrical connections.

**5. PACO PUMPS AND MOTORS:**

**Quarterly Service:**

1. Check grease fittings and drain plugs for leaks.
2. Lubricate as required.

**6. COOLING TOWERS:****Quarterly Service:**

1. Clean pan strainer.
2. Clean and flush pan.
3. Lubricate pump and pump motor according to manufacturer's instructions.
4. Check operating level in pan and adjust float valve if required.
5. Check drift eliminators for proper position.
6. Check water distribution systems and sprays.
7. Check belt tension and adjust/replace if necessary.
8. Lubricate fan shaft bearings.
9. Inspect and clean protective finish.

**Annual Service:**

1. Clean fill as required by owner.
2. Replace belts in June of each year.

**7. FAN COILS AND AIR HANDLERS:****Quarterly Service:**

1. Check and adjust if required setscrews and/or set collars of fan wheel and bearings for tightness.
2. Check bearing mounting bolts and fan housing bolts and nuts for tightness.
3. Check weep holes.
4. Remove all debris from fan section and unit.
5. Check bearings for proper grease.
6. Supply and change filters.
7. Supply and change rigid air filters. All Air Handlers Temtrol units (AH-1 AH-2 AH-3).

**Annual Service:**

1. Replace belts during filter changes.
2. Check fan blades for dirt and/or grease build up, clean as necessary.
3. Supply and change 8 units, Durappure, Carbon air filters 20x24x12 Temtrol AH-3.
4. Check bearings for proper grease.

**8. EXHAUST FANS:****Semi-Annual Service:**

1. Remove all debris from fan section and unit.
2. Check bearings for proper grease.
3. Replace belts.

**9. CONTROL SYSTEM:****Quarterly Service:**

1. Operate the valve from full open to full close to assure operability.
2. Check flange bolting for evidence of loosening and correct as needed.
3. Inspect the valve and surrounding area for previous or existing leakage at flange faces or shaft connections.
4. Check piping and /or wiring to actuators and related equipment for looseness and correct as needed.

**10. EVAPORATIVE COOLERS:****Winter Shutdown (Winterizing):**

1. Shutoff and disconnect water supply.
2. Drain the reservoir pans.
3. Clean the reservoir pan.
4. Remove and dispose of old pads.
5. Install new pads.
6. Wrap the units with heavy gauge plastic wrap.

**Spring Start Up:**

1. Oil/lube bearings.
2. Remove winterization wrapping.
3. Replace all belts.
4. Clean and fill reservoirs including float adjustment (replace floats as necessary).
5. Verify pump operation (replace pumps as necessary).
6. Verify proper operation of unit.
7. Chemical water treatment as required to prevent scaling and prolong equipment lifecycle.



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## MEMORANDUM

November 1, 2023

**TO:** Department of Transportation Board of Directors

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

**SUBJECT:** November 13, 2023 | Transportation Board of Directors Meeting

**ITEM # 12:** 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*

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### Summary:

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

- Construction contracts under \$5,000,000 awarded September 8, 2023, through October 12, 2023.
- Agreements under \$300,000 executed September 8, 2023, through October 12, 2023.
- Settlements/Judgments which were presented for approval to the Board of Examiners, September 8, 2023, through October 12, 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

November 1, 2023

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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 September 8, 2023, through October 12, 2023, and agreements executed by the department from September 8, 2023, through October 12, 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, September 8, 2023, through October 12, 2023.
- B. State of Nevada Department of Transportation Executed Agreements – Informational, September 8, 2023, through October 12, 2023.

**Recommendation for Board Action:**

Informational item only

**Prepared by:**

Administrative Services Division

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION  
CONTRACTS AWARDED – INFORMATIONAL  
September 8, 2023, through October 12, 2023**

1. August 31, 2023, at 2:30 PM the following bids were opened for Contract **3995**, Project No. SP-000M(312), on I-80, US 395, SR 445, SR 673, FRWA24 and I-994, in Washoe County, for mill and fill.

|                                      |                |
|--------------------------------------|----------------|
| Sierra Nevada Construction, Inc..... | \$3,798,007.00 |
| Granite Construction Company.....    | \$4,655,655.00 |

**Engineer's Estimate**.....\$2,977,826.65

The Director awarded the contract on September 11, 2023, to Sierra Nevada Construction, Inc. in the amount of \$3,798,007.00.

2. August 31, 2023, at 1:30 PM the following bids were opened for Contract **814-23 READV**, Project No. SP-000M(309), at Cold Springs Maintenance Station, in Churchill County, for sprung structure installation.

|                                  |                |
|----------------------------------|----------------|
| McCuen Construction, Inc.....    | \$1,083,013.26 |
| Facilities Management, Inc.....  | \$1,249,906.00 |
| American Southwest Electric..... | \$1,392,386.00 |
| MKD Construction, Inc.....       | \$2,485,097.00 |

**Engineer's Estimate**.....\$1,279,708.00

The Director awarded the contract on September 19, 2023, to McCuen Construction, Inc. in the amount of \$1,083,013.26.

3. August 31, 2023, at 1:30 PM the following bids were opened for Contract **832-23**, Project No. SPI-080-3-(344), on I-80, in Humboldt County, for bridge deck repair.

|                           |              |
|---------------------------|--------------|
| Q&D Construction LLC..... | \$968,000.00 |
|---------------------------|--------------|

**Engineer's Estimate**.....\$597,541.89

The Director awarded the contract on September 19, 2023, to Q&D Construction, LLC, in the amount of \$968,000.00.



4. October 2, 2023, for Emergency Contract **835-23**, on SR 158, in Clark County, for emergency response including remove existing 36” concrete metal pipe, install two state furnished 72” reinforced concrete pipes, full reconstruction of roadway and side slopes and remove and reset guardrail.

The Director awarded the contract on October 2, 2023, to Las Vegas Paving Corporation in the amount of \$4,250,000.00.

5. September 22, 2023, for Emergency Contract **836-23**, on SR 160, in Clark County, for emergency response including repair damaged shoulder, armor/rip rap shoulders as directed, repair/reconstruct culverts, slopes, berms and drainage ditches as directed, repair damaged tortoise fence and barbed wire fence, remove all debris from cable barrier rail, restore to full function, full reconstruction of paved medians and shoulders at multiple locations, culvert cleaning and traffic control.

The Director awarded the contract on September 22, 2023, to Holcim – SWR, Inc. in the amount of \$2,000,000.00.

6. October 12, 2023, for Emergency Contract **837-23**, on SR 305, in Lander County, for emergency response including excavation of damaged roadway, reconstruction of roadway, reshape shoulders, and traffic control.

The Director awarded the contract on October 12, 2023, to Sierra Nevada Construction, Inc. in the amount of \$434,007.00.

State of Nevada Department of Transportation  
 Executed Agreements - Informational  
 September 8, 2023, through October 12, 2023

| 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   | Amendment Date | Agree Type       | Division        | Director's Office | Division Head | Notes  |
|----------|---------------|-----------|--|--|-----|---------------------------|---------------------------|------------------|----------------|-------------------|------------|------------|----------------|------------------|-----------------|-------------------|---------------|--|
| 1        | 41923         | 00        | FIRST AMERICAN TITLE INSURANCE COMPANY               | TEMPORARY EASEMENT   | N   | \$2,428.00                | -                         | -                | \$2,428.00     | -                 | 09/25/2023 | 03/31/2026 | -              | Acquisition      | Right-of-Way    | Scott             | Craig         | 09-25-23: ACQUISITION OF TEMPORARY EASEMENT (PARCEL # U-093-WP-068.354TE1) REQUIRED FOR DEPARTMENT'S AMERICANS WITH DISABILITIES ACT (ADA) PROJECT IN ELY, WHITE PINE COUNTY. NV B/L#: NVD20101732945  |
| 2        | 42023         | 00        | FIRST AMERICAN TITLE INSURANCE COMPANY               | TEMPORARY EASEMENT   | N   | \$1,000.00                | -                         | -                | \$1,000.00     | -                 | 09/29/2023 | 03/31/2026 | -              | Acquisition      | Right-of-Way    | Scott             | Craig         | 09-29-23: ACQUISITION OF TEMPORARY EASEMENT (PARCEL # U-093-WP-068.102TE1) REQUIRED FOR THE DEPARTMENT'S UPCOMING AMERICANS WITH DISABILITIES ACT (ADA) PROJECT IN ELY, WHITE PINE COUNTY. NV B/L#: NVD20101732945   |
| 3        | 41823         | 00        | PJ LIVING TRUST                                      | TEMPORARY EASEMENT   | N   | \$2,180.00                | -                         | -                | \$2,180.00     | -                 | 09/18/2023 | 03/31/2026 | -              | Acquisition      | Right-of-Way    | Scott             | Craig         | 09-18-23: ACQUISITION OF TEMPORARY EASEMENT (PARCEL # U-093-WP-067.999TE1) REQUIRED FOR DEPARTMENT'S AMERICANS WITH DISABILITIES ACT (ADA) PROJECT IN ELY, WHITE PINE COUNTY. NV B/L#: NVD20101732945  |
| 4        | 42123         | 00        | NV ENERGY  | LINE EXTENSION AGREEMENT                                   | N   | \$1,631.00                | -                         | -                | \$1,631.00     | -                 | 10/02/2023 | 09/30/2028 | -              | Facility         | Right-of-Way    | Scott             | Craig         | 10-02-23: LINE EXTENSION AGREEMENT TO PROVIDE UPGRADED ELECTRIC SERVICE TO POWER THE DEPARTMENT'S PROJECT IMPROVEMENTS AT THE INTERSECTION OF US HIGHWAY 95 (US 95) AND US HIGHWAY 95A (US 95A) AT MILEPOST (MP) 83.16, MINERAL COUNTY. NV B/L#: NVD19831015840  |
| 5        | 47523         | 00        | SOUTHLAND INDUSTRIES                                 | REPLACEMENT OF HOT WATER BOILER                            | N   | \$127,900.00              | -                         | -                | \$127,900.00   | -                 | 09/19/2023 | 06/30/2024 | -              | Facility         | District I      | Jeff              | Mario         | 09-19-23: REPLACEMENT OF THE HOT WATER BOILER IN BUILDING D AT THE WASHINGTON YARD, CLARK COUNTY. NV B/L#: NVF19621000518-Q PROPOSERS: SOUTHLAND INDUSTRIES, JOHNSON CONTROLS, INC., CARRIER CORPORATION   |
| 6        | 51523         | 00        | SOUTHLAND INDUSTRIES                                 | HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SERVICES | N   | \$49,750.00               | -                         | -                | \$49,750.00    | -                 | 09/11/2023 | 06/30/2024 | -              | Facility         | District I      | Jeff              | Mario         | 09-11-23: SERVICE, REPAIR, AND REPLACEMENT OF EXISTING HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) EQUIPMENT IN THE OFFICES AND BREAKROOM OF DISTRICT 1, BUILDING, E AT THE NORTH YARD, CLARK COUNTY. NV B/L#: NVF19621000518-SQ   |
| 7        | 29823         | 00        | UNION PACIFIC RAILROAD                               | PRELIMINARY ENGINEERING                                    | Y   | \$100,000.00              | -                         | -                | \$100,000.00   | -                 | 09/18/2023 | 12/31/2028 | -              | Facility         | Right-of-Way    | Scott             | Craig         | 09-18-23: REIMBURSEMENT OF UNION PACIFIC RAILROAD'S (UPRR) INCURRED COSTS TO REVIEW AND APPROVE PROPOSED IMPROVEMENTS TO THE ROADWAY LOCATED WITHIN THE UPRR RIGHT-OF-WAY ON THE INTERSTATE ROUTE 15 (I-15) CENTRAL CORRIDOR FROM FLAMINGO ROAD TO SAHARA AVENUE, CLARK COUNTY. NV B/L#: NVF19691003146  |
| 8        | 48623         | 00        | LANDER COUNTY  | AUSTIN AIRPORT EXPANDED APRON                              | N   | \$9,988.00                | -                         | -                | \$9,988.00     | -                 | 09/07/2023 | 09/30/2024 | -              | Grantee          | Planning        | Sondra            | Kevin         | 09-07-23: STATEMENT OF TERMS, CONDITIONS, AND MUTUAL UNDERSTANDING TO THE MANNER IN WHICH STATE FUNDS WILL BE USED TO MATCH FEDERAL FUNDS TO UNDERTAKE AND COMPLETE CONSTRUCTION OF AN EXPANDED APRON AT THE AUSTIN AIRPORT, LANDER COUNTY. NV B/L#: EXEMPT  |
| 9        | 55423         | 00        | SHOSONE-PAIUTE TRIBES OF THE DUCK VALLEY RESERVATION | REIMBURSEMENT OF LOCAL MATCH                               | N   | \$12,500.00               | -                         | -                | \$12,500.00    | -                 | 09/26/2023 | 09/30/2024 | -              | Grantee          | Planning        | Sondra            | Kevin         | 09-26-23: ESTABLISH TERMS, CONDITIONS, AND MUTUAL UNDERSTANDING HERETO AS TO THE MANNER IN WHICH STATE FUNDS WILL BE USED TO MATCH FEDERAL AVIATION ADMINISTRATION (FAA) GRANT FUNDING (GRANT #3-32-0028-017-2022) TO REIMBURSE THE SHOSHONE-PAIUTE TRIBES OF THE DUCK VALLEY RESERVATION FOR INSTALLATION OF WEATHER REPORTING EQUIPMENT AT THE OWYHEE AIRPORT, ELKO COUNTY. NV B/L#: EXEMPT  |
| 10       | 55523         | 00        | NEVADA DIVISION OF STATE PARKS                       | ROADWAY MAINTENANCE REIMBURSEMENT                          | N   | \$400,000.00              | -                         | -                | \$400,000.00   | -                 | 09/26/2023 | 06/30/2027 | -              | Interlocal       | Design / LPA    | Scott             | Scott         | 09-26-23: REIMBURSEMENT OF ROAD MAINTENANCE AND ASSOCIATED COSTS INCURRED BY LYON AND MINERAL COUNTIES DUE TO INCREASED TRAFFIC, LYON AND MINERAL COUNTIES. NV B/L#: EXEMPT  |
| 11       | 32023         | 00        | ACHA CONSTRUCTION, LLC                               | REPLACE CATTLE GUARD                                       | N   | \$99,999.00               | -                         | -                | \$99,999.00    | -                 | 09/21/2023 | 08/31/2024 | -              | Service Provider | District III    | Jeff              | Sami          | 09-21-23: REMOVAL AND REPLACEMENT OF EXISTING CATTLE GUARD ON FRONTAGE ROAD (FR) 401 AT MILEPOST (MP) LA 8.00, LANDER COUNTY. NV B/L#: NVD20091375725-Q PROPOSERS: ACHA CONSTRUCTION, LLC, SIERRA NEVADA EXCAVATION, MKD CONSTRUCTION, INC.  |
| 12       | 47023         | 00        | ADS ENVIRONMENTAL SERVICES, LLC                      | ADVANCED DRAINAGE SYSTEM (ADS) FLOW METER SERVICES         | N   | \$42,096.00               | -                         | -                | \$42,096.00    | -                 | 09/19/2023 | 08/31/2026 | -              | Service Provider | District I      | Jeff              | Mario         | 09-19-23: MAINTENANCE, OPERATION, AND REQUIRED REPORTING OF THE ADVANCED DRAINAGE SYSTEM (ADS) AT THE NORTH YARD, CLARK COUNTY. NV B/L#: NVF20061346130-SQ   |
| 13       | 08511         | 06        | ATKINS NORTH AMERICA, INC.                           | LANDSCAPE ARCHITECTURE SERVICES                            | Y   | \$641,100.00              | \$388,333.00              | \$10,318.85      | \$1,039,751.85 | -                 | 03/02/2011 | 12/31/2024 | 09/12/2023     | Service Provider | Project Manager | Scott             | Nick          | AMD 6 09-12-23: INCREASE AUTHORITY BY \$10,318.85 FROM \$1,029,433.00 TO \$1,039,751.85 TO COMPENSATE FOR ADDITIONAL SCOPE AND WORK REQUIRED TO COMPLETE THE DESIGN AND CONSTRUCTION OF THE FINAL PHASE OF THE PROJECT.<br><br>AMD 5 11-09-20: EXTEND TERMINATION DATE FROM 12-31-22 TO 12-31-24 DUE TO THE FINAL CONSTRUCTION SCHEDULE FOR THE FINAL PHASE OF THE CENTENNIAL BOWL AND INCREASE AUTHORITY BY \$31,657.00 FROM \$997,776.00 TO \$1,029,433.00 DUE TO ADDITIONAL WORK NEEDED TO COMPLETE THE DESIGN AND CONSTRUCTION OF THE FINAL PHASE OF THE CENTENNIAL BOWL.<br><br>AMD 4 07-23-18: CORRECTED ERROR IN AMOUNT OF \$939,676.00 TO \$939,776.00 AND INCREASE AUTHORITY BY \$58,000.00 FROM \$939,776.00 TO \$997,776.00 DUE TO ADDITIONAL WORK NEEDED TO COMPLETE THE DESIGN AND CONSTRUCTION OF THE REMAINING PHASES OF THE PROJECT.<br><br>AMD 3 08-28-17: TO INCREASE AUTHORITY BY \$298,676.00 FROM \$641,100.00 TO \$939,676.00, ADD TO SCOPE OF SERVICES AND TO COMPLETE LANDSCAPE AND ARCHITECTURE DESIGN AND SUPPORT SERVICES FOR THE CENTENNIAL BOWL INTERCHANGE AND TO EXTEND THE TERMINATION DATE FROM 12-31-17 TO 12-31-22.<br><br>AMD 2 12-14-15: EXTEND TERMINATION DATE FROM 12-31-15 TO 12-31-17 DUE TO DELAYS IN THE OVERALL PROJECT SCHEDULE.<br><br>AMD 1 12-12-14: EXTEND TERMINATION DATE FROM 12-31-14 TO 12-31-15 DUE TO DELAYS IN THE OVERALL PROJECT.<br><br>03-02-11: PROVIDE LANDSCAPE ARCHITECT SERVICES FOR THE DESIGN OF THE US HIGHWAY 95 (US 95)/CC-215 INTERCHANGE, CLARK COUNTY. NV B/L#: NV19981347315-R |

| Line No. | Agreement No. | Amend No. | Contractor                       | Purpose                              | Fed | Original Agreement Amount | Total of Prior Amendments | Amendment Amount | Payable Amount | Receivable Amount | Start Date | End Date   | Amendment Date | Agree Type       | Division                         | Director's Office | Division Head | Notes  |
|----------|---------------|-----------|----------------------------------|--------------------------------------|-----|---------------------------|---------------------------|------------------|----------------|-------------------|------------|------------|----------------|------------------|----------------------------------|-------------------|---------------|--|
| 14       | 30823         | 00        | CG&B ENTERPRISES, INC.           | DEBRIS REMOVAL                       | N   | \$174,500.00              | -                         | -                | \$174,500.00   | -                 | 10/09/2023 | 06/30/2024 | -              | Service Provider | District I                       | Jeff              | Mario         | 10-09-23: DEBRIS REMOVAL ON THE NORTH SIDE OF BRIDGE STRUCTURE B-219 ON US HIGHWAY 93 (US 93), LINCOLN COUNTY. NV B/L#: NVD19951077977-Q PROPOSERS: CG&B ENTERPRISES INC., LAS VEGAS PAVING CORPORATION, OLCESE CONSTRUCTION CO., INC.   |
| 15       | 54323         | 00        | CUMMINS, INC.                    | REPLACE ENGINE ON UNIT 0958          | N   | \$65,000.00               | -                         | -                | \$65,000.00    | -                 | 09/29/2023 | 01/31/2024 | -              | Service Provider | Equipment                        | Jenica            | Wayne         | 09-29-23: REPLACE FAILING ENGINE AND RELATED ITEMS ON UNIT 0958, WASHOE COUNTY. NV B/L#: NVF20171009441-Q PROPOSER: CUMMINS, INC.  |
| 16       | 05720         | 01        | ELEVATOR SERVICES, INC.          | ELEVATOR MAINTENANCE                 | N   | \$3,408.00                | -                         | \$8,991.44       | \$12,399.44    | -                 | 12/21/2021 | 12/31/2025 | 09/21/2023     | Service Provider | District II                      | Jeff              | Bhupinder     | AMD 1 09-21-23: INCREASE AUTHORITY BY \$8,991.44 FROM \$3,408.00 TO \$12,399.44 AND EXTEND THE TERMINATION DATE FROM 12-31-23 TO 12-31-25 DUE TO THE NEED FOR CONTINUED SERVICES.<br><br>12-21-21: ELEVATOR SERVICE AND REPAIRS, NECESSARY FOR ROUTINE MAINTENANCE AND TESTING AT THE DISTRICT II HEADQUARTERS, WASHOE COUNTY. NV B/L#: NVD20021389523-S |
| 17       | 46823         | 00        | FACILITIES MANAGEMENT, INC.      | SPRUNG STRUCTURE REPAIR              | N   | \$111,482.00              | -                         | -                | \$111,482.00   | -                 | 10/05/2023 | 09/30/2024 | -              | Service Provider | Architecture                     | Jenica            | Anita         | 10-05-23: REPAIR OF THE MOUNTAIN SPRINGS SPRUNG STRUCTURE BUILDING, CLARK COUNTY. NV B/L#: NVD20011331118-Q PROPOSER: FACILITIES MANAGEMENT, INC.  |
| 18       | 48123         | 00        | FACILITIES MANAGEMENT, INC.      | LANDSCAPE SERVICES                   | N   | \$10,000.00               | -                         | -                | \$10,000.00    | -                 | 09/25/2023 | 08/31/2024 | -              | Service Provider | Architecture                     | Jenica            | Anita         | 09-25-23: EXCAVATION OF NATIVE SOIL AND SPREADING RIPRAP CRUSHED ROCK AT THE HOT SPRINGS HEADQUARTERS, CARSON CITY. NV B/L#: NVD20011331118-SQ   |
| 19       | 51423         | 00        | FACILITIES MANAGEMENT, INC.      | INSTALLATION OF WATER SHUT OFF VALVE | N   | \$8,500.00                | -                         | -                | \$8,500.00     | -                 | 09/25/2023 | 12/30/2024 | -              | Service Provider | Architecture                     | Jenica            | Anita         | 09-25-23: LOCATE WATERLINE AND INSTALLATION OF WATER SHUT OFF VALVE AT THE FERNLEY MAINTENANCE STATION, LYON COUNTY. NV B/L#: NVD20011331118-SQ  |
| 20       | 51723         | 00        | FACILITIES MANAGEMENT, INC.      | SPRUNG STRUCTURE REPAIR              | N   | \$29,590.00               | -                         | -                | \$29,590.00    | -                 | 10/04/2023 | 12/30/2024 | -              | Service Provider | Architecture                     | Jenica            | Anita         | 10-04-23: REMOVAL AND REPLACEMENT OF THE MEMBRANE OF THE SPRUNG STRUCTURE AT THE MOUNT CHARLESTON MAINTENANCE STATION, CLARK COUNTY. NV B/L#: NVD20011331118-SQ  |
| 21       | 35123         | 00        | GRANITE CONSTRUCTION COMPANY     | REALIGNMENT OF BARRIER RAIL          | N   | \$96,096.00               | -                         | -                | \$96,096.00    | -                 | 10/03/2023 | 12/31/2023 | -              | Service Provider | District II                      | Jeff              | Bhupinder     | 10-03-23: REALIGNMENT OF AN EXISTING CONCRETE BARRIER RAIL SECTION, RESEALING OF VERTICAL JOINTS, RESEALING OF THE FRONT TOE OF THE BARRIER RAIL SECTION, AND STABILIZATION OF THE BACKSIDE SLOPE LOCATED ON STATE ROUTE (SR) 659, WASHOE COUNTY. NV B/L#: NVF19631001612-Q PROPOSER: GRANITE CONSTRUCTION COMPANY                                       |
| 22       | 49723         | 00        | INRIX, INC.                      | TRAFFIC DATA                         | Y   | \$145,000.00              | -                         | -                | \$145,000.00   | -                 | 07/30/2023 | 07/29/2024 | -              | Service Provider | Performance Analysis             | Sondra            | Mark          | 07-30-23: PROVIDE THE DEPARTMENT ACCESS TO WEB-BASED ANALYTICAL TOOLS AS WELL AS ARCHIVED AND REAL-TIME PROBE DATA, VOLUME AND OTHER NEVADA TRAFFIC DATA TO BE USED FOR CONGESTION AND OTHER SYSTEM PERFORMANCE MEASURES AND MANAGEMENT, STATEWIDE. NV B/L#: EXEMPT  |
| 23       | 48023         | 00        | LAS VEGAS PAVING CORPORATION     | TRAFFIC CONTROL                      | N   | \$237,523.00              | -                         | -                | \$237,523.00   | -                 | 09/10/2023 | 03/31/2024 | -              | Service Provider | Structures                       | Scott             | Jessen        | 09-10-23: PROVIDE TRAFFIC CONTROL AT DESIGNATED LOCATIONS TO PROVIDE ACCESS FOR REQUIRED BRIDGE INSPECTIONS THROUGHOUT DISTRICT I, CLARK AND LINCOLN COUNTIES. NV B/L#: NVD19581000650-Q PROPOSERS: LAS VEGAS PAVING CORPORATION   |
| 24       | 50222         | 00        | LAS VEGAS PAVING CORPORATION     | ROADWAY REPAIR                       | N   | \$49,995.00               | -                         | -                | \$49,995.00    | -                 | 09/18/2023 | 08/01/2024 | -              | Service Provider | District I                       | Jeff              | Mario         | 09-18-23: REPAIR OF THE DAMAGED ROADWAY ON US HIGHWAY 95 (US 95) AT DURANGO DRIVE DUE TO A ROLLOVER ACCIDENT, CLARK COUNTY. NV B/L#: NVD19581000650-SQ   |
| 25       | 54823         | 00        | NOSSAMAN, LLP                    | LEGAL SERVICES                       | N   | \$250,000.00              | -                         | -                | \$250,000.00   | -                 | 09/29/2023 | 10/31/2027 | -              | Service Provider | Legal                            | Lori              | Lori          | 09-29-23: LEGAL SERVICES IN SUPPORT OF RIGHT-OF-WAY EMINENT DOMAIN MATTER RELATED TO INTERSTATE 80 (I-80/I-580/US 395), RENO SPAGHETTI BOWL, PHASE 2 PRELIMINARY DESIGN, WASHOE, CARSON AND CLARK COUNTIES. NV B/L#: NVF20101338019-S  |
| 26       | 35623         | 00        | Q&D CONSTRUCTION, LLC            | CONCRETE REPLACEMENT AND REPAIR      | N   | \$280,000.00              | -                         | -                | \$280,000.00   | -                 | 09/18/2023 | 12/04/2024 | -              | Service Provider | District III                     | Jeff              | Sami          | 09-18-23: REMOVAL AND REPLACEMENT OF A PARTIAL AREA OF THE EXISTING POLYMER CONCRETE OVERLAY AND REPAIR DAMAGE TO THE SOUTH EXTERIOR GIRDER FACADE IN SPAN #2, LOCATED AT THE MOOR INTERCHANGE BRIDGE NUMBER I-922 WEST AT MILEPOST (MP) 360 ON INTERSTATE 80 (I-80), ELKO COUNTY. NV B/L#: NVD19671000639-Q PROPOSERS: Q&D CONSTRUCTION, LLC            |
| 27       | 54123         | 00        | RAILPRO FIELD SERVICES, INC.     | FLAGGER AND TRACK CONTROL            | N   | \$80,000.00               | -                         | -                | \$80,000.00    | -                 | 09/29/2023 | 09/30/2027 | -              | Service Provider | Structures                       | Scott             | Jessen        | 09-29-23: FLAGGER AND TRACK CONTROL SERVICES FOR RAILROAD BRIDGE INSPECTIONS, STATEWIDE. NV B/L#: NVD20171434408-S   |
| 28       | 47423         | 00        | SIERRA NEVADA CONSTRUCTION, INC. | INSTALLATION OF CATTLE GUARDS        | N   | \$298,007.00              | -                         | -                | \$298,007.00   | -                 | 10/11/2023 | 12/31/2023 | -              | Service Provider | Maintenance and Asset Management | Jenica            | Anita         | 10-11-23: INSTALLATION OF CATTLE GUARDS AND FENCE ON THE TRADITIONS PARKWAY APPROACH TO US HIGHWAY 50 (US 50), MILEPOST (MP) LY-8.69, LYON COUNTY. NV B/L#: NVD19881009372-Q PROPOSERS: SIERRA NEVADA CONSTRUCTION, INC. AND MKD CONSTRUCTION, INC.  |
| 29       | 35023         | 00        | WESTERN SINGLE PLY - NEVADA      | METAL ROOF REPAIR                    | N   | \$24,765.00               | -                         | -                | \$24,765.00    | -                 | 09/13/2023 | 12/31/2023 | -              | Service Provider | Architecture                     | Jenica            | Anita         | 09-13-23: REPAIR OF METAL ROOF AT THE WASHOE VALLEY PUMP HOUSE, WASHOE COUNTY. NV B/L#: NVD19911031680-SQ  |
| 30       | 36323         | 00        | WILD EARTH SOCIETY, INC.         | WILDLIFE IMPACT STUDY                | N   | \$56,887.10               | -                         | -                | \$56,887.10    | -                 | 09/07/2023 | 06/30/2025 | -              | Service Provider | Environmental                    | Scott             | My-Linh       | 09-07-23: STUDY TO FOCUS ON THE CONCEPTS OF WILDLIFE-VEHICLE CONFLICT, HABITAT CONNECTIVITY, AND WILDLIFE MOVEMENT PATTERNS THROUGH THE NORTH VALLEYS ALONG THE US HIGHWAY 395 (US 395) CORRIDOR, WASHOE COUNTY. NV B/L#: NVF20232874732-S   |

| NO COST AGREEMENTS AND/OR AMENDMENTS |               |           |  |                                      |     |                           |                           |                  |                |                   |            |            |            |                  |                           |                   |               |  |
|--------------------------------------|---------------|-----------|--|--------------------------------------|-----|---------------------------|---------------------------|------------------|----------------|-------------------|------------|------------|------------|------------------|---------------------------|-------------------|---------------|--|
| Line No.                             | Agreement No. | Amend No. | Contractor                                     | Purpose                              | Fed | Original Agreement Amount | Total of Prior Amendments | Amendment Amount | Payable Amount | Receivable Amount | Start Date | End Date   | Amend Date | Agree Type       | Division                  | Director's Office | Division Head | Notes  |
| 31                                   | 52123         | 00        | CITY OF ELY                                    | ELY DOWNTOWN RECONSTRUCTION          | Y   | -                         | -                         | -                | -              | -                 | 10/09/2023 | 12/31/2026 | -          | Cooperative      | Design                    | Scott             | Scott         | 10-09-23: <b>NO COST AGREEMENT</b> TO DEFINE THE RESPONSIBILITIES FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE ELY DOWNTOWN RECONSTRUCTION PROJECT, WHITE PINE COUNTY. NV B/L#: EXEMPT   |
| 32                                   | 54183         | 01        | CITY OF LAS VEGAS                              | ROADWAY MAINTENANCE RESPONSIBILITIES | N   | -                         | -                         | -                | -              | -                 | 03/11/1985 |            | 09/25/2023 | Cooperative      | Design                    | Scott             | Scott         | AMD 1 09-25-23: <b>NO COST AMENDMENT</b> TO UPDATE THE LANGUAGE IN SECTION 3, ARTICLE A, PARAGRAPH (IV), TO INCLUDE THE DETERMINATION OF MAINTENANCE LIMITS AND RESPONSIBILITIES FOR THIS PORTION OF INTERSTATE 515.<br><br>03-11-85: NO COST AGREEMENT TO ESTABLISH ROLES AND RESPONSIBILITIES FOR THE RECONSTRUCTION, IMPROVEMENT, REPAIR, AND MAINTENANCE OF CERTAIN DESIGNATED ROADWAYS WITHIN AND UNDER THE JURISDICTION OF THE CITY OF LAS VEGAS, CLARK COUNTY. NV B/L#: EXEMPT  |
| 33                                   | 41123         | 00        | BELL ATLANTIC MOBILE SYSTEMS                   | OCCUPANCY PERMIT                     | N   | -                         | -                         | -                | -              | -                 | 09/05/2023 | 09/30/2023 | -          | Facility         | Right-of-Way              | Scott             | Craig         | 09-05-23: <b>NO COST AGREEMENT</b> TO INDEMNIFY THE STATE OF NEVADA AGAINST ANY ACTION ARISING OUT OF THE COMPANY'S USE OR OCCUPANCY OF THE DEPARTMENT'S RIGHT-OF-WAY UNDER PERMIT 216957, STATE ROUTE (SR) 562 MILEPOST (MP) 28.22 TO MP 28.28, CLARK COUNTY. NV B/L#: NVF20201886846   |
| 34                                   | 41023         | 00        | DOUGLAS COUNTY PUBLIC WORKS                    | VALVE AND MANHOLE COVERS             | N   | \$27,025.00               | -                         | -                | -              | \$27,025.00       | 09/05/2023 | 09/30/2028 | -          | Facility         | Right-of-Way              | Scott             | Craig         | 09-05-23: <b>NO COST AGREEMENT</b> THAT PROVIDES FOR THE ADJUSTMENT TO DOUGLAS COUNTY PUBLIC WORKS NON-COMPENSABLE VALVE AND MANHOLE COVERS IN CONFLICT WITH THE DEPARTMENT'S PROJECT AT US HIGHWAY 395 (US 395) FROM FIRST STREET IN MINDEN TO MILEPOST (MP) CC 0.26 AND ALSO ALL OF THE STATE ROUTE (SR) 759 AT AIRPORT ROAD, DOUGLAS COUNTY. NV B/L#: EXEMPT  |
| 35                                   | 41223         | 00        | NV ENERGY                                      | DESIGN APPROVAL AGREEMENT            | N   | -                         | -                         | -                | -              | -                 | 09/05/2023 | 09/30/2028 | -          | Facility         | Right-of-Way              | Scott             | Craig         | 09-05-23: <b>NO COST AGREEMENT</b> TO FORMALIZE THE DEPARTMENT'S APPROVAL OF UTILITY'S DESIGN TO PROVIDE POWER FOR PLANNED PROJECT IMPROVEMENTS FOR THE INTERSTATE 80 (I-80) BEOVAWE REST AREA, EUREKA COUNTY. NV B/L#: NVD19831015840   |
| 36                                   | 41423         | 00        | NV ENERGY                                      | DESIGN INITIATION AGREEMENT          | N   | -                         | -                         | -                | -              | -                 | 09/12/2023 | 12/31/2028 | -          | Facility         | Right-of-Way              | Scott             | Craig         | 09-12-23: <b>NO COST AGREEMENT</b> FOR RESEARCH AND DESIGN NEW ELECTRIC PEDESTAL AT THE GORE OF US HIGHWAY 95 (US 95) NORTHBOUND, US HIGHWAY 95 (US 95) NORTHBOUND ON-RAMP FROM RANCHO DRIVE, AND TO SET FORTH PROCESS FOR THE DEPARTMENT TO OBTAIN ELECTRICAL SERVICE FOR ITS PROJECTS, CLARK COUNTY. NV B/L#:NVD19831015840  |
| 37                                   | 41523         | 00        | NV ENERGY                                      | DESIGN INITIATION AGREEMENT          | N   | -                         | -                         | -                | -              | -                 | 09/14/2023 | 12/31/2028 | -          | Facility         | Right-of-Way              | Scott             | Craig         | 09-14-23: <b>NO COST AGREEMENT</b> FOR RESEARCH AND DESIGN OF NEW ELECTRIC PEDESTAL ON THE NORTH SIDE OF US HIGHWAY 95 (US 95) NORTHBOUND, APPROXIMATELY TWO THOUSAND THREE HUNDRED (2,300) FEET WEST FROM THE CENTERLINE OF RANCHO DRIVE, CLARK COUNTY. NV B/L#: NVD19831015840   |
| 38                                   | 41623         | 00        | NV ENERGY                                      | DESIGN INITIATION AGREEMENT          | N   | -                         | -                         | -                | -              | -                 | 09/15/2023 | 12/31/2028 | -          | Facility         | Right-of-Way              | Scott             | Craig         | 09-15-23: <b>NO COST AGREEMENT</b> FOR RESEARCH AND DESIGN OF NEW ELECTRICAL PEDESTAL ON THE NORTH SIDE OF THE INTERSECTION AT THE US HIGHWAY 95 (US 95) NORTHBOUND ON-RAMP FROM VALLEY VIEW BOULEVARD, CLARK COUNTY. NV B/L#: NVD19831015840  |
| 39                                   | 41723         | 00        | NV ENERGY                                      | DESIGN INITIATION AGREEMENT          | N   | -                         | -                         | -                | -              | -                 | 09/15/2023 | 12/31/2028 | -          | Facility         | Right-of-Way              | Scott             | Craig         | 09-15-23: <b>NO COST AGREEMENT</b> FOR RESEARCH AND DESIGN OF NEW ELECTRICAL PEDESTAL ON THE SOUTH SIDE OF US HIGHWAY 95 (US 95) SOUTHBOUND APPROXIMATELY SEVEN HUNDRED FIFTY (750) FEET EAST OF THE CENTERLINE OF DECATUR BOULEVARD, CLARK COUNTY. NV B/L#: NVD19831015840  |
| 40                                   | 42223         | 00        | NV ENERGY                                      | DESIGN INITIATION AGREEMENT          | N   | -                         | -                         | -                | -              | -                 | 10/02/2023 | 09/30/2028 | -          | Facility         | Right-of-Way              | Scott             | Craig         | 10-02-23: <b>NO COST AGREEMENT</b> FOR RESEARCH AND DESIGN OF NEW ELECTRIC PEDESTAL ON THE SOUTH SIDE OF THE INTERSECTION AT THE US HIGHWAY 95 (US 95) NORTHBOUND ON-RAMP FROM DECATUR BOULEVARD AND SETS FORTH THE PROCESS BY WHICH THE DEPARTMENT MUST GO THROUGH TO OBTAIN ELECTRIC SERVICE FOR DEPARTMENT PROJECTS, CLARK COUNTY. NVB/L#: NVD19831015840   |
| 41                                   | 39423         | 00        | SPECTRUM PACIFIC WEST, LLC                     | OCCUPANCY PERMIT                     | N   | -                         | -                         | -                | -              | -                 | 09/11/2023 | 12/31/2028 | -          | Facility         | Right-of-Way              | Scott             | Craig         | 09-11-23: <b>NO COST AGREEMENT</b> TO INDEMNIFY THE STATE OF NEVADA AGAINST ANY ACTION ARISING OUT OF THE COMPANY'S USE OR OCCUPANCY OF THE DEPARTMENT'S RIGHT-OF-WAY UNDER PERMIT 217030, US HIGHWAY 50 (US 50) MILEPOST (MP) 16.20 TO MP 17.08, CHURCHILL COUNTY. NV B/L#: NVF20181384871  |
| 42                                   | 51923         | 00        | CARSON CITY REGIONAL TRANSPORTATION COMMISSION | FURNISHING SIGNAL CONTROLLERS        | N   | -                         | -                         | -                | -              | -                 | 09/17/2023 | 12/31/2024 | -          | Interlocal       | Traffic Operations        | Jenica            | Rod           | 09-17-23: <b>NO COST AGREEMENT</b> FOR THE INSTALLATION OF DEPARTMENT FURNISHED TRAFFIC SIGNAL MATERIALS, CARSON CITY, LYON, AND DOUGLAS COUNTIES. NV B/L#: EXEMPT   |
| 43                                   | 15223         | 00        | THOMAS DAHL                                    | EMPLOYEE HOUSE LEASE                 | N   | \$2,900.00                | -                         | -                | -              | \$2,900.00        | 09/25/2023 | 05/31/2027 | -          | Lease            | District III              | Jeff              | Sami          | 09-25-23: <b>NO COST AGREEMENT</b> EMPLOYEE HOUSE LEASE FOR HOUSE #312 AT THE RUBY VALLEY MAINTENANCE STATION, ELKO COUNTY. NV B/L#: EXEMPT  |
| 44                                   | 45723         | 00        | VERO FIBER NETWORKS, LLC                       | TELECOMMUNICATIONS SHARING           | N   | -                         | -                         | -                | -              | -                 | 10/11/2023 | 10/11/2043 | -          | License          | Traffic Operations        | Jenica            | Rod           | 10-11-23: <b>NO COST AGREEMENT</b> TO ALLOW THE SHARING OF TELECOMMUNICATIONS FACILITIES BETWEEN VERO FIBER NETWORKS, LLC AND THE DEPARTMENT, STATEWIDE. NV B/L#: NVF20181045511   |
| 45                                   | 35220         | 01        | ADOPT-A-HIGHWAY MAINTENANCE CORPORATION        | SPONSOR-A-HIGHWAY PROGRAM            | N   | -                         | -                         | -                | -              | -                 | 09/04/2020 | 09/30/2026 | 09/27/2023 | Service Provider | Public Information Office | Darin             | Ryan          | AMD 1 09-27-23: <b>NO COST AMENDMENT</b> TO EXTEND THE TERMINATION DATE FROM 09-30-23 TO 09-30-26 PROVIDING ADDITIONAL TIME REQUIRED FOR DEPARTMENT'S CONTINUED EFFORTS IN REDUCING LITTER ALONG NEVADA'S ROADWAYS, UPDATE AND CORRECT LANGUAGE IN ARTICLES I, IV, AND V, AND TO INCORPORATE ATTACHMENTS A.1, B.1, AND C - SIGN SPECIFICATIONS.<br><br>09-04-20: SPONSOR-A-HIGHWAY PROGRAM FOR LITTER REMOVAL SERVICES ALONG VARIOUS HIGHWAYS, IN COMPLIANCE WITH APPLICABLE REGULATIONS, STATEWIDE. NV B/L#: NVF20001412349-S |

| NO COST AGREEMENTS AND/OR AMENDMENTS |               |           |                                 |   |     |                           |                           |                  |                |                   |            |            |            |                  |              |                   |               |  |
|--------------------------------------|---------------|-----------|---------------------------------|---|-----|---------------------------|---------------------------|------------------|----------------|-------------------|------------|------------|------------|------------------|--------------|-------------------|---------------|--|
| Line No.                             | Agreement No. | Amend No. | Contractor                      | Purpose                                 | Fed | Original Agreement Amount | Total of Prior Amendments | Amendment Amount | Payable Amount | Receivable Amount | Start Date | End Date   | Amend Date | Agree Type       | Division     | Director's Office | Division Head | Notes  |
| 46                                   | 42715         | 07        | H+K ARCHITECTS, LTD.            | ELKO PAINT BOOTH CONSTRUCTION           | N   | \$241,500.00              | \$27,200.00               | -                | \$268,700.00   | -                 | 01/23/2017 | 09/30/2024 | 09/25/2023 | Service Provider | Architecture | Jenica            | Anita         | <p>AMD 7 09-25-23: <b>NO COST AMENDMENT</b> TO EXTEND THE TERMINATION DATE FROM 09-30-23 TO 09-30-24 DUE TO CONTINUED CONSTRUCTION DELAYS.</p> <p>AMD 6 08-29-22: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 09-30-22 TO 09-30-23 DUE TO CONTINUED CONSTRUCTION DELAYS.</p> <p>AMD 5 07-29-21: NO COST AMENDMENT. EXTEND TERMINATION DATE FROM 07-31-21 TO 09-30-22 DUE TO CONTINUED CONSTRUCTION DELAYS.</p> <p>AMD 4 05-19-20: EXTEND TERMINATION DATE FROM 12-31-20 TO 07-31-21 AND INCREASE AUTHORITY BY \$7,200.00 FROM \$261,500.00 TO \$268,700.00 DUE TO CHANGE OF ELECTRICAL DESIGN PLANS FOR NEW PAINT BOOTH AT ELKO MAINTENANCE STATION.</p> <p>AMD 3 03-27-19: EXTEND TERMINATION FROM 07-31-19 TO 12-31-20 DUE TO PROLONGED DESIGN PERIOD FOR CHANGES TO DESIGN.</p> <p>AMD 2 12-13-17: INCREASE AUTHORITY BY \$20,000 FROM \$241,500 TO \$261,500 TO ADD DESIGN CHANGES TO ARCHITECTURAL AND ENGINEERING SERVICES FOR DESIGN OF NEW PAINT BOOTH AT ELKO MAINTENANCE STATION.</p> <p>AMD 1 03-07-17: AMENDMENT OF LANGUAGE DUE TO CLERICAL ERROR IN ORIGINAL AGREEMENT.</p> <p>01-23-17: ARCHITECTURAL AND ENGINEERING SERVICES FOR DESIGN OF NEW PAINT BOOTH AT ELKO MAINTENANCE STATION, ELKO, NV B/L#: NVD19941047730-R</p> |
| 47                                   | 59421         | 02        | HORROCKS ENGINEERING, INC.      | SUBSURFACE UTILITY ENGINEERING SERVICES | N   | \$1,322,834.00            | -                         | -                | \$1,322,834.00 | -                 | 05/10/2022 | 12/31/2025 | 09/20/2023 | Service Provider | Right-of-Way | Scott             | Craig         | <p>AMD 2 09-20-23: <b>NO COST AMENDMENT</b> TO EXTEND THE TERMINATION DATE FROM 12-31-23 TO 12-31-25 TO ACCOMMODATE CHANGES IN THE DEPARTMENT'S PROJECT DESIGN REQUIRING ADDITIONAL TIME TO COMPLETE THE PROJECT.</p> <p>AMD 1 05-26-22: NO COST AMENDMENT TO REMOVE ALL LANGUAGE RELATED TO PREVAILING WAGE RATES DUE TO AN ERROR IN THE ORIGINAL AGREEMENT.</p> <p>05-10-22: SUBSURFACE UTILITY ENGINEERING (SUE) ON PROJECT EA 74375 ON US HIGHWAY 395 (US 395) FOR TRUCK LINE INSTALLATION, HYDRAULIC IMPROVEMENTS, AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS, AND SAFETY IMPROVEMENTS, CARSON CITY AND DOUGLAS COUNTIES. NV B/L#: NVF19991246016-R</p>   |
| 48                                   | 10919         | 03        | NEVADA BROADCASTERS ASSOCIATION | STORMWATER OUTREACH PROGRAM             | N   | \$150,000.00              | \$486,800.00              | -                | \$636,800.00   | -                 | 06/17/2019 | 12/31/2023 | 09/15/2023 | Service Provider | Storm Water  | Sajid             | My-Linh       | <p>AMD 3 09-15-23: <b>NO COST AMENDMENT</b> TO EXTEND THE TERMINATION DATE FROM 09-30-23 TO 12-31-23 TO PROVIDE ADDITIONAL TIME REQUIRED FOR CONTINUED STORMWATER OUTREACH MEDIA SERVICES, WHILE THE DEPARTMENT NEGOTIATES AND EXECUTES A NEW AGREEMENT WITH THE SERVICE PROVIDER.</p> <p>AMD 2 08-11-21: INCREASE AUTHORITY BY \$346,800.00 FROM \$290,000.00 TO \$636,800.00 AND EXTEND TERMINATION DATE FROM 09-30-21 TO 09-30-23 FOR CONTINUATION OF STORMWATER OUTREACH MEDIA CAMPAIGN SERVICES.</p> <p>AMD 1 06-12-20: EXTEND TERMINATION DATE FROM 09-30-20 TO 09-30-21 AND INCREASE AUTHORITY BY \$140,000.00 FROM \$150,000.00 TO \$290,000.00 FOR CONTINUATION OF THE STORMWATER OUTREACH MEDIA CAMPAIGN SERVICES.</p> <p>06-17-19: DEVELOPMENT AND IMPLEMENTATION OF A STORMWATER OUTREACH MEDIA CAMPAIGN, STATEWIDE. NV B/L#: NVD19941133658-R</p>   |



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## MEMORANDUM

November 1, 2023

**TO:** Department of Transportation Board of Directors

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

**SUBJECT:** November 13, 2023 | Transportation Board of Directors Meeting

**ITEM # 13:** Increasing NDOT Director's Delegated Signature Authority for Contracts and Agreements  
– *For possible action*

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### **Background:**

The Director's delegated authority has not changed since the Transportation Board approved the current thresholds in July of 2011. The approval came soon after Nevada's Great Recession in 2009-2010. Minor updates regarding interlocal agreements were added by the Transportation Board in March of 2014. The Nevada Department of Transportation (NDOT) Board Matrix (Attachment E) provides signature authority to the Director under current limits of \$300 thousand for agreement approval and \$5 million for contract approval. These limits no longer take into consideration the current average costs of maintaining and operating our program.

A recent internal study was conducted to review agreements, contracts, and amendments from January to October of 2023 (Attachment A). The study revealed the majority of agenda items brought before the Board during the indicated time period are directly related to the typical procedures and requirements of executing our program and fall within the limits of the normal operations of business. The requested limits of \$10 million for agreements and \$40 million for contracts seemed a logical balance between Director and Board authority while still maintaining transparency and continuity of practice.

NDOT surveyed nine surrounding states to determine typical signature authority levels (Attachment B) and determined it is not uncommon among other states for the DOT CEOs to have unlimited signature authority for both agreements and contracts, provided they follow budgetary and regulatory constraints. NDOT also requested our government consultant independently survey several states for comparison (Attachment C). While their findings substantiated our initial inquiries, we do not wish to move forward with the a request for unlimited authority; however, it is our intent to increase the current limits.

### **Request:**

The Department is requesting an increase in the delegated signature authority of the Director to the limits outlined below.

MEMORANDUM

Department of Transportation Board of Directors

November 1, 2023

Page 2 of 2

**Director:**

- Approves all agreements under \$10 million
- Approves all contracts under \$40 million, not including:
  - Alternate delivery projects under \$40 million
  - Projects with special political or regional considerations

**Board:**

- Approves Annual Work Program
- Approves all agreements over \$10 million, including amendments that would bring the total of any agreement over \$10 million
- Approves all contracts over \$40 million
  - Approves alternate delivery projects and projects with special political or regional considerations regardless of amount
- Approves Right of Way Relinquishments, Disposals, and Condemnation actions (no change to current practice)

**Bi-Monthly meetings:**

- Allow for bi-monthly meetings (special meetings may be called at any time if needed)

**List of Attachment(s):**

- A. Summary of Agreements, Amendments, and Contracts
- B. NDOT Survey of contract approval processes in surrounding states
- C. Consultant survey of contract approval processes in surrounding states
- D. Proposed NDOT Transportation Board Reporting Matrix representing request
- E. Current NDOT Transportation Board Reporting Matrix

(JANUARY 2023 – OCTOBER 2023)

**BACKGROUND:**

The number of agreements now going to the board for approval has almost tripled from 7% of agreements requiring board approval in 2016 to 19% in 2022.

**SUMMARY OF AGREEMENTS**

A total of 41 agreements have been submitted for board approval since the beginning of 2023.

| <b>Type</b>  | <b>Monetary range</b>                                       | <b>Number</b> |
|--|---|---------------|
| Alternative development study  | \$880K  | 1             |
| Staffing augmentation including crews, engineering services, design services, environmental services   | \$1.2M - \$25M<br>(\$25M agreement with multiple companies) | 22            |
| Various on-call agreements from design services, staffing augmentation, public outreach services, support for Highway Safety Improvement Program | \$750K - \$20M  | 9             |
| Overlay, Elko  | \$304K  | 9             |
| Tech Assistance Program  | \$1.7M  |               |
| Continued services for Highway Safety Plan Implementation  | \$2.5M  |               |
| Supply and installation of 6 miles of conduit  | \$3.2M  |               |
| Facilitation of Nevada Traffic Management Program  | \$4M  |               |
| Hazmat Clean up  | \$4M  |               |
| Automated vehicle telematics   | \$8M  |               |
| Installation for ITS on I-80   | \$11.6M   |               |
| Displaced persons clean up   | \$12M   |               |



**SUMMARY OF AMENDMENTS**

A total of 27 agreement amendments have been submitted for board approval since the beginning of 2023.

| <b>Type</b>   | <b>Monetary range</b>                                       | <b>Amount</b> |
|---|---|---------------|
| erial photography, janitorial services, ADA compliance monitoring, generator repair, and data governance, Freight Plan support, Traffic Control courses | Under \$2M  | 12            |
| Staffing augmentation including crews, engineering services, design services, environmental services  | \$1.3M - \$25M<br>(\$25M agreement with multiple companies) | 7             |
| Advisory Working Group (AWG) Recommendations  | \$1.8M  | 1             |
| Civil Rights and Labor Module change request  | \$2.3   | 1             |
| ITS Maintenance   | \$3.5   | 1             |
| ITS system support (WWD signs)  | \$3M, \$4M, \$4.3M, \$6M                                    | 4             |
| Record management support   | \$6.8M  | 1             |

**SUMMARY OF CONTRACTS**

A review of the 34 contracts submitted for board approval between July 2022 and October 2023:

| <b>Type</b>  | <b>Total number</b> | <b>Monetary range</b> |
|--|---------------------|-----------------------|
| Preservation*  | 6                   | \$5M - \$10M          |
| Fuel site upgrades   | 1                   |                       |
| Preservation*  | 3                   | \$10M - \$15M         |
| Truck climbing lanes   | 4                   |                       |
| Preservation *   | 13                  | \$15M - \$40M         |
| Intelligent Transportation Systems (ITS) and improvements                  | 1                   |                       |
| Preservation (\$33M)   | 1                   |                       |
| Preservation*, median repair, lighting, and drainage improvements (\$47M)  | 1                   | Above \$40M           |
| Truck climbing lanes, truck parking, interchange ramp improvements (\$52M) | 1                   |                       |
| Widening and multimodal improvements (\$58M & \$73M)                       | 2                   |                       |
| Construction of auxiliary lanes, ramp improvements, repaving (\$230M)      | 1                   |                       |

\*Summary of Preservation Contracts noted above:

- Contract 3933 (\$6M) overlay SR 722
- Contract 3931 (\$21M) rubbilization on the Portland Cement Concrete Pavement, coldmill with 2 inches plantmix bituminous surface with open grade surface in Humboldt and Lander Counties
- Contract 3946 (\$7M) coldmill with 2 inches plantmix bituminous surface with open grade surface SR 613
- Contract 3939 (\$18M) pavement rehabilitation I-80 East of Carlin Tunnels
- Contract 3940 (\$21M) coldmill with 2 inches plantmix bituminous surface with open grade surface I-80 in Clark County
- Contract 3944 (\$15M) coldmill with 2 inches plantmix bituminous surface with open grade surface on I-80 on Lyon/Churchill county line
- Contract 3946 (\$7M) coldmill with 2 inches plantmix bituminous surface with open grade surface on SR 613
- Contract 3951 (\$26M) coldmill with 2 inches plantmix bituminous surface with open grade surface in Lander and Nye Counties
- Contract 3954 (\$47M) coldmill with 2 inches plantmix bituminous surface with open grade surface as well as other roadway repairs and improvements

\*Summary of Preservation Contracts continued:

- Contract 3955 (\$22M) coldmill with 2 inches plantmix bituminous surface with open grade surface in Eureka and Lander Counties
- Contract 3956 (\$17M) coldmill with 2 inches plantmix bituminous surface with open grade surface in Churchill County
- Contract 3957 (\$12M) coldmill with 2 inches plantmix bituminous surface with open grade surface and reconstruct road segment with roadbed modification in Clark County
- Contract 3943 (\$11M) coldmill with 2 inches plantmix bituminous surface with open grade surface in Clark County
- Contract 3959 (\$7M) replace bridge structure and rehabilitate roadway in Washoe County
- Contract 3961 (\$18M) coldmill with 2 inches plantmix bituminous surface with open grade surface and road modification on US 50 in Churchill County
- Contract 3963 (\$26M) remove existing Portland Cement Concrete Pavement and coldmill with 2 inches plantmix bituminous surface with open grade surface in Washoe County
- Contract 3966 (16M) coldmill with 2 inches plantmix bituminous surface with open grade surface in Lyon and Mineral Counties
- Contract 3969 (\$11M) 2 inch overlay in Lincoln County
- Contract 3973 (\$22M) coldmill with 2 inches plantmix bituminous surface with open grade surface on I-580 in Washoe County
- Contract 3974 (\$33M) coldmill with 2 inches plantmix bituminous surface with open grade surface and other roadway improvements including ITS improvements in Elko County
- Contract 3981 (\$11M) road bed modification with coldmill with 2 inches plantmix bituminous surface with open grade surface and other roadway improvements including ITS improvements in Douglas County
- Contract 3988 (\$13M) coldmill with 2 inches plantmix bituminous surface with open grade surface on US 395 in Washoe County
- Contract 3977 (\$6M) coldmill with 2 inches plantmix bituminous surface with open grade surface on I-15 in Clark County
- Contract 3989 (\$6M) chip seal, double chip seal, and boarder sign packages on US 93 and SR 233 in Elko and White Pine Counties

**NDOT SURVEY OF CONTRACT APPROVAL PROCESSES IN SURROUNDING STATES**

A survey was conducted in September of 2023 of several surrounding state to the determine a consensus of contract approval processes, as well as dollar amount thresholds for approval. The analysis included the following states: Arizona, California, Colorado, Idaho, New Mexico, Oregon, Washington, Idaho, and Utah.

- Eight (8) of the nine (9) states do not report **agreements** to their Board or Commission. (Arizona, Colorado, New Mexico, Utah, Oregon, Alaska, Washington and California).

| State      | Board/ Commission | Agreements     |
|------------|-------------------|----------------|
| Arizona    | Board             | • Not Approved |
| California | Commission        | • Not Approved |
| Colorado   | Commission        | • Not Approved |
| New Mexico | Commission        | • Not Approved |
| Utah       | Commission        | • Not Approved |
| Oregon     | Commission        | • Not Approved |
| Alaska     | Board (Advisory)  | • Not Approved |
| Washington | Commission        | • Not approved |

- Four (4) of the nine (9) states that do not report **agreements** to their Board or Commission, also do not report any **contracts**. (New Mexico and Utah).

| State      | Board/ Commission | Contracts      | Agreements     |
|------------|-------------------|----------------|----------------|
| New Mexico | Commission        | • Not approved | • Not Approved |
| Utah       | Commission        | • Not approved | • Not Approved |
| Washington | Commission        | • Not approved | • Not approved |
| Oregon     | Commission        | • Not approved | • Not approved |

- Three (3) of the nine (9) must have Board or Commission approval of a contract if the lowest bid is over 10% of the Engineer’s Estimate. (Arizona, Colorado, and Idaho).

| State    | Board/ Commission | Contracts  | Agreements  |
|----------|-------------------|--|---|
| Arizona  | Board             | <u>Approved Monthly:</u> <ul style="list-style-type: none"> <li>• Right-of-Way Resolutions</li> <li>• Construction Contracts over 10% of Engineer’s Estimate</li> </ul>  | • Not Approved  |
| Colorado | Commission        | <u>Approved Monthly</u> <ul style="list-style-type: none"> <li>• Low Bid over 10% of Engineer’s Estimate and exceeds construction funding</li> </ul>   | • Not Approved  |
| Idaho    | Board             | Approved Annually: <ul style="list-style-type: none"> <li>• Approve STIP</li> </ul> Approved Monthly: <ul style="list-style-type: none"> <li>• 10% over Engineer’s Estimate; or</li> <li>• Exceeds Engineer’s Estimate by more than \$2m over</li> </ul> | <ul style="list-style-type: none"> <li>• Engineering and Design Over \$1,000,000 and prequalification of consultants up to \$500,000</li> </ul> |

- California is the only surveyed state that requests approval from their Commission monthly for major construction projects.

| State      | Board/<br>Commission | Contracts   | Agreements   |
|------------|----------------------|---|--|
| California | Commission           | <u>Approved Monthly:</u> <ul style="list-style-type: none"> <li>• Major Construction (i.e. ramps, lanes, new roadways, etc.) – no specific dollar amount</li> </ul> | <ul style="list-style-type: none"> <li>• Not Approved</li> </ul> |

Overview of signature authorities for nearby states.

**Utah**

The Executive Director has unlimited signature authority as the Utah Transportation Commission does not sign anything.

**Washington**

The Secretary of the Washington DOT has unlimited signature authority within appropriation limits.

**Arizona**

The Director shall exercise complete and exclusive control and jurisdiction over the use of state highways and routes.

**Alaska**

The AK DOT Commissioner has significant powers and duties provided in statute. The established transportation boards are advisory only. Neither State statute, nor the Governor, have explicitly limited the signatory authority of the Commissioner and the only limiter is the state constitution. Therefore, the Commission has the ability to enter into agreement as long as he has been appropriated funding authority from the legislature.

**Oregon**

The authority to carry out the administration, operations, and management functions of the Department and the authority to implement plans, policies and actions approved by the Oregon Transportation Commission and the authority to approve minor, non-substantive, plan amendments to Commission approved plans.

General power to take any action necessary to coordinate and administer programs relating to highways, motor carrier, motor vehicles, public transit, rail, transportation safety, and other transportation related programs.

**California**

After deducting expenditures for administration, operation, maintenance, local assistance, safety, and rehabilitation pursuant to subdivisions (a), (b), (c), and (d), and for expenditures pursuant to Section 164.56, the remaining funds shall be available for capital improvement projects to be programmed in the state transportation improvement program.

**Idaho**

The Director or delegate shall approve contracts, agreements, and grants, and is authorized to sign all contracts, agreements, and grants required for the proper functioning of the Idaho Transportation Department.

CONSULTANT AGREEMENTS:

The Director is authorized to seek necessary professional services outside the Idaho Transportation Department when the required services are not available within the Department.

The Director or a delegate is authorized to approve:

- Routine engineering and right of way agreements between the Department and any public agency or private firm that do not exceed, nor are expected to exceed, a total amount to be paid of \$1,000,000.

Supplemental agreements, including the original agreement, that would bring the Department's obligation to more than \$1,000,000 require Board approval.

CONSTRUCTION CONTRACTS

The Director, or a delegate, shall approve plans, specifications, estimates, advertisements, and awards for current-year construction projects listed in the Board-approved Idaho Transportation Investment Program (ITIP).

The Board shall be advised monthly of:

- all ITIP professional services that were used during the preceding month.
- all ITIP project advertisement and bid opening dates.
- the obligation status for the current fiscal year; and
- the bid status of highway projects.



Memorandum

## Signature Authority Review for NDOT

|                     |                                      |  |
|---------------------|--------------------------------------|--|
| <b>Date:</b>        | October 25, 2023                     | 5401 West Kennedy Boulevard                        |
| <b>Attention:</b>   | Tracy Larkin Thomason, NDOT Director | Suite 300  |
|                     |                                      | Tampa, FL 33609                                    |
|                     |                                      | United States                                      |
| <b>Prepared by:</b> | Jacobs                               | T +1 813 676 2300                                  |
|                     |                                      | <a href="http://www.jacobs.com">www.jacobs.com</a> |

The purpose of the memorandum is to summarize research about the signature authority and governance structure of seven state Departments of Transportation (DOT)—Utah, Washington, Arizona, Alaska, Oregon, California, and Idaho and provide final recommendations to Nevada Department of Transportation (NDOT) as they consider changing signature authority within their agency.

To review each states approach, the report on *Transportation Governance and Finance: A 50-State Review of State Legislatures and Departments of Transportation* (AASHTO [American Association of State Highway and Transportation Officials], 2022) was used to provide a base understanding and reference to how each state governs and pays for their transportation systems. Additionally, state legislation, statutes, and administrative rules were reviewed to further inform the autonomy of their varying departments.

Various authorities, including signatory, are determined through state statutes or in some cases through administrative rulemaking processes. Given the relationship between the governance structures and state DOT CEO/Director authorities, our research included a review of how each of the seven states are organizationally structured along with any recent state legislative activity intended to alter the existing structure. Each of the seven states reviewed have a board or commission, in most cases these bodies are structurally housed outside of the state DOT and serve in an advisory-only capacity. Under the organizational structures of the other state DOTs, if state procurement laws and rules are followed, signature authority is retained by the Director/CEO of the state DOT. Monetary limits exist only as it relates to budgetary and appropriation limits and procurement laws and rules such as when competitive bidding requirements are triggered. If these processes and laws are followed, state DOT Directors/CEOs (or their delegates) retain signature authority and are not required to seek approval from the board or commission.

Furthermore, the governance structures of the state DOTs that were researched are distinct from NDOT's Board in terms of oversight duties, where the Board sits structurally, and membership. It is noted that the Governor and Lieutenant Governor hold positions on the Nevada DOT Board. In most of the other state DOTs, members of boards or commissions are appointed either legislatively or by the governor and are, in most cases, private citizens. Of those states

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researched, the board/commission duties vary from developing plans such as Long-Range Transportation Plans (LRTPs) and Statewide Transportation Improvement Plans (STIPs) to serving strictly as an advisory body by making policy and project prioritization recommendations

to the DOT. In all cases, the state DOT meets regularly with the respective board/commission and reports on activities and other performance metrics.

A more in-depth understanding of each state can be found in the appendix, and Table 1 details the commonalities between the seven states in how they run and fund their transportation department.



Table 1 Signature Authority Overview

| State      | Signature Authority Limits  | Decision Maker              | Has a Board or Commission with Oversight?  | Has Legislative Control and Audits?   |
|------------|---|-----------------------------|--|---|
| Utah       | Unlimited within state statutory and administrative rules related to procurement.   | UDOT Executive Director     | Utah Transportation Commission is an independent body separate from UDOT and does not have governing authority over UDOT. The UTC serves in an advisory capacity.  | The legislature and the Governor's office work together to finalize the overall state budget including UDOT's; the legislature has a limited role in project planning and selection; the legislature can conduct audits through the Office of the Legislative Auditor General.              |
| Washington | Unlimited within appropriation limits and state statutory and administrative rules. | Secretary of Transportation | The Washington State Transportation Commission is an independent body with limited decision-making authority and no direct control over WSDOT; six other transportation-related boards and commissions that make policy and funding recommendations. | The legislature conducts agency audits including performance audits through the Joint Legislative Audit and Review Committee; the legislature approves the overall WSDOT budget and regularly earmarks federal and state funding for specific projects.                                     |
| Arizona    | Unlimited within appropriations limits and procurement laws/rules.                  | ADOT Director               | The State Transportation Board is located within ADOT and has decision-making authority, as outlined in A.R.S. Title 28 Chapter 2; it serves in an advisory capacity to the director of ADOT.  | There is no state legislative role in the allocation of federal revenues and a limited legislative role with state transportation funds; no further authorization is required to retain or spend excess funds nor is legislative approval required for ADOT to move funds between projects. |
| Alaska     | Unlimited as long as  | Commissioner of             | The Roads and Highways   | DOT&PF prepares an annual capital   |

Memorandum

|                   |   |  |   |  |
|-------------------|---|--|---|--|
|                   | <p>within constitutional limitations and follows state procurement laws/administrative rules.</p> | <p>Transportation and Public Facilities</p>  | <p>Advisory Board serves only in an advisory capacity, with no authority over the department; It provides recommendations on public policy related to the department's powers and duties to the governor and commissioner.</p>  | <p>budget to be included in the governor's budget request to the Legislature who is allowed to modify or make changes; legislative approval is needed to retain and spend excess funds; the commissioner has authority to approve moving funds between projects within a single appropriation; DOT&amp;PF is subject to legislative audits only.</p>   |
| <p>Oregon</p>     | <p>Unlimited signature authority if procurement laws/rules are followed.</p>                      | <p>Director of Transportation</p>  | <p>The OTC is an independent oversight body separate from ODOT with decision-making authority; it establishes policy across the modes, guides planning, development, and management of statewide transportation network; in general, ODOT must seek approval from the OTC, not the Legislative Assembly, to move funds between projects.</p>                                    | <p>ODOT submits Annual Performance Progress Reports and other one-time or ongoing reports to the Legislative Assembly; the Legislative Assembly doesn't conduct audits, but the OTC is required to once per biennium; Legislative appropriation and approval is required for federal and state revenues, as well as retaining and spending excess funds.</p>   |
| <p>California</p> | <p>No specific limitations as long as procurement laws/rules are followed.</p>                    | <p>Secretary of California State Transportation and Caltrans Executive Director; Caltrans District Directors</p> | <p>The California Transportation Commission is an independent oversight body, structurally separate from Caltrans, which has decision-making authority; The commission is responsible for programming and allocation of funds and advises and assists the Secretary and the Legislature in formulating and evaluating state policies and plans for transportation programs.</p> | <p>Legislative oversight occurs mainly through the budget committee process; Transportation programs receive state funding from several dedicated revenue sources and changes can be made to the various programs being funded by the Legislature; Caltrans can retain and spend excess funds depending on the type of appropriation; Caltrans has authority to move funds between projects without Legislative authority.</p> |

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|              |   |                               |   |  |
|--------------|---|-------------------------------|---|--|
| <p>Idaho</p> | <p>Consultant contracts up to \$1,000,000; Construction contracts for unlimited authority for projects listed in Board-approved IDT investment program.</p> | <p>Director (or delegate)</p> | <p>The Idaho Transportation Board is an independent body, separate from ITD, with decision-making authority; it's authorized to provide oversight of ITD including adopting rules and regulations, allocating funding, and selecting projects for bond-funded programs.</p> | <p>ITD is subject to legislative audits and administrative rules are subject to review by the relevant legislative committee; the Idaho Legislature has no formal oversight role related to IDT performance beyond annual performance reports; the Legislature reviews and approves the ITD budget; legislative appropriations are made at the program level, so ITD can transfer funding between projects in the same program without legislative approval.</p> |
|--------------|---|-------------------------------|---|--|

Memorandum

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## Recommendations/Looking Ahead

Through research and review of seven states as outlined by NDOT, ***we believe it is in the best interest of NDOT to obtain higher signature authority.*** As described above, most state DOT CEOs/Directors have unlimited signature authority as long as it is within appropriation limits and/or complies with state statutes, administrative rules, or procurement policies. In comparison, NDOT's signature authority is more restrictive than nearby states and can be seen as inhibiting them from working on important projects and contracts quicker than their peers. Jacobs recommends that NDOT look into updating their signature authority to align with that of the seven states reviewed.

The majority of the states surveyed have governance structures that allow the DOT CEO the ability to manage delivery of programs and projects within budgetary and statutory limitations without seeking approvals from a board or commission. In most cases, the commission or board serves in an advisory role to varying degrees. For example, some of the boards/commissions are required to take an active role in developing statewide plans and making project prioritization recommendations. Even when boards/commissions have this type of responsibility, the ability to enter into agreements or contracts is left to the CEO or their delegate.

The ability to execute contracts and make procurement decisions can streamline project and program delivery. Additionally, as project costs continue to rise due to inflation and other externalities, monetary limitations for signature authority could lead to an increasing number of agreements and contracts requiring board approval. This increase could impact project timelines and costs. ***From a project and program delivery standpoint, NDOT would benefit from having higher signatory limitations while continuing to maintain current reporting and communication requirements with the NDOT Board.***

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## Appendix

### Utah

In 2018, the Utah State Legislature enacted Senate Bill 136 that modified the governance and relationship between the Utah Transportation Commission (UTC) and Utah DOT (UDOT). The bill also added a Deputy Director of Planning and Investment to the UDOT leadership structure and clarified what factors should be considered in making decisions related to strategic investments. Specifically, the bill requires UTC and UDOT to include land use and economic development opportunities when making decisions about transportation projects. The UTC is an independent body separate from UDOT with limited decision-making authority. It does not have direct governing authority over UDOT, and it is comprised of seven governor appointed members each serving staggered six-year terms. The commission serves as an advisory body with the primary duty to provide guidance to UDOT on project prioritization and funding (Utah §72-1-301).

Overall, the procurement process in Utah is fairly decentralized and governed by the state procurements statutes and [administrative rule](#). Competitive procurements are required for most products and services needed by state agencies. UDOT reviews bids and makes final vendor/contractor decision ([not the Utah Division of Procurement](#)). The state procurement laws include low-bid requirements and the UDOT Director has decision-making and signatory authority.

The Legislature can conduct state agency audits through the Office of the Legislative Auditor General. UDOT is required to submit annual reports to the Legislature with information about federal receipts, recommended additions or deletions for the state highway system, and performance measures. The Legislative Transportation Interim Committee requires UDOT and UTC to jointly submit an annual report. This report includes an assessment of overall operation, maintenance, condition, mobility, and safety needs for the state transportation system. UDOT must submit a separate report about the road usage charge program and progress toward achieving the requirement that all registered vehicles be enrolled in the program (by Dec. 31, 2031).

In addition to the annual reporting requirements described above, UDOT is required to develop strategic initiatives and report on them to the UTC and the Transportation Interim Committee. UDOT is also required to report on progress toward achieving the strategic initiatives. Beginning in 2021, all state agencies, including UDOT, are required to develop performance measures in consultation with the Governor's Office of Planning and Budget and the Office of the Legislative Fiscal Analyst. The performance measures are included in the appropriations act along with recommended changes and provide information on the final status of the performance measures from the previous fiscal year. Additionally, the Legislative Management Committee can request studies between legislative sessions. In recent years the Legislative Management Committee has requested studies examining the project planning process, corridor preservation, congestion pricing, and the road usage charging program.

UDOT works with the Governor's Office of Planning and Budget to develop annual budget recommendations. The Legislature and the Governor's office work together to finalize the overall

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state budget including UDOTs. UDOT works with UTC to develop priorities and funding levels for projects that are being paid for using funding streams that are appropriated to UDOT for construction projects. Federal funding is allocated to UDOT through the state legislature either to specific departments/divisions within the agency or to specific spending categories.

UDOT coordinates with the Metropolitan Planning Organizations (MPOs) to identify projects for the LRTP and the STIP. The UTC prioritizes transportation capacity projects using a process outlined and authorized in state statute with through administrative rule. UDOT's role is to recommend projects to UTC and the commission approves or rejects the recommendations (UDOT Project Prioritization website: [Project Prioritization \(utah.gov\)](http://www.udot.utah.gov/project-prioritization)).

The legislature has a limited role in project planning and selection. This is a direct result of a study conducted in 2005 that found the need to reduce legislative influence in project selection and codified the role of UDOT and UTC in developing project prioritization and selection. The Legislative Management Committee reviews amendments to the process described above but does not approve. The Legislature does not earmark projects. UDOT does not need approval to move funds between projects but does require legislative approval to move funds between line items.

The Executive Director can't be removed by the Governor and there is no documented process for removing UTC members before the end of their terms.

### Washington

The Washington State Transportation Commission is an independent body with limited decision-making authority. The Commission is separate from Washington State DOT (WSDOT) and does not have direct control over the agency. Its role is to develop the long-range transportation plan and set ferry and toll rates. It provides guidance and recommendations to the governor and the Legislature. The Secretary of Transportation and a representative from the governor's office serve as ex officio, non-voting members. There are six other transportation-related boards and commissions that make policy and funding recommendations to the DOT:

- Utilities and Transportation Commission – Regulates certain commercial transportation providers including moving vans, private ferries, and charter buses.
- Washington Traffic Safety Commission – Funded primarily through federal funding, the office provides guidance on safety issues. The Secretary of Transportation is a member.
- Freight Mobility Strategic Investment Board – Recommends and coordinates funding for freight projects. The Secretary of transportation is a member.
- Transportation Improvement Board – Oversees and distributes grant funding derived from a devoted portion of the state gas tax (3 cents). This grant funding is intended to support transportation projects in cities and counties. The secretary of transportation appoints most members of the board and includes two representatives from WSDOT.

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- Washington State County Road Administration Board – Provides grant funding, technical assistance, and oversight for the state’s 39 county road departments. WSDOT and the County Road Administrative Board are partner agencies with no formal ties.
- Board of Pilotage Commissions – The board regulates marine pilots and is housed within WSDOT. It retains independent policymaking powers.

The Secretary of WSDOT has unlimited signature authority within appropriation limits. The Secretary of Transportation is appointed by the governor and must be confirmed by the Senate. The seven voting members of the Washington Transportation Commission are appointed by the Governor and can serve up to two consecutive six-years terms.

WSDOT can submit legislative proposals known as “agency request bills” to the governor’s office for approval. Once approved it is WSDOT’s responsibility to identify a bill sponsor and provide needed support throughout the legislative process including testifying to relevant committees. In terms of oversight, the legislature can conduct agency audits including performance audits through the Joint Legislative Audit and Review Committee. WSDOT is required [to submit studies and reports](#) to the legislature about specific program and planning performance as well as the status of those efforts.

The legislature also [created six transportation policy](#) goals: preservation, safety, stewardship, mobility, economic vitality, and environment. The Legislature intended for state transportation agencies to leverage the six goals to establish detailed and measurable objectives and performance measures.

### Arizona

The Arizona DOT (ADOT) is led by the Director who also serves on the governor’s cabinet. The State Transportation Board is located within ADOT and has decision-making authority, as outlined in [Arizona Revised Statutes](#) (A.R.S.) Title 28 Chapter 2. The governor appoints members of the board which consists of one member from each transportation district with a population of less than 2,200,000 persons and two members from each transportation district with a population of more than 2,200,000 persons. Each member serves in six-year terms which expire in January of the appropriate year (A.R.S. 28-302).

The administration of the Department of Transportation is the responsibility of the director, the Transportation Board has been granted certain policy powers in addition to serving in an advisory capacity to the director. The board is responsible for adopting the Five-Year Highway Construction Program, approving airport construction, establishing the state highway system, awarding construction contracts, and monitoring the status of construction projects. It also has the exclusive authority to issue revenue bonds for transportation financing (AASHTO, 2022). Full power and duties of the board in regard to transportation facilities are outlined in A.R.S. 28-304.

ADOT has jurisdiction over roads and bridges within the state highway system and direct jurisdiction over its only state airport where it allocates state funding for airport development. ADOT also resides over the Motor Vehicle Division, supported by the State Highway Fund which is part of the ADOT budget (A.R.S. 28-332).

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ADOT has an annual budget consisting of a comprehensive budget produced independently of the governor's proposal by the Joint Legislative Budget Committee. There is no state legislative role in the allocation of federal revenues at ADOT, so federal transportation funds flow directly to them from the U.S. DOT. For state revenues, there is a limited legislative role with state transportation funds allocated as lump sum appropriations to the department. Additionally,

ADOT can retain and spend excess funds without further authorization requirements for both unspent and revenues received in excess of appropriations, and legislative approval is generally not required for ADOT to move funds between projects.

### Alaska

The Alaska DOT and Public Facilities (DOT&PF) is led by the Commissioner of Transportation and Public Facilities, who is appointed by and serves on the governor's cabinet. Within DOT&PF is the Roads and Highways Advisory Board, seven members appointed by the governor, who serves only in an advisory capacity, with no authority over the department. It serves to provide recommendations on public policy to the governor and commissioner related to the department's powers and duties. The department has jurisdiction over roads and bridges, aviation, pedestrian and bicycle, and ferries.

Both federal and state transportation funds are allocated to the DOT&PF as state appropriations to departmental programs, broad spending categories, and specific projects. DOT&PF prepares an annual capital budget, for both federal and non-federal projects, to be included in the governor's budget request to the Legislature. The Legislature is allowed to modify or make changes to the requested budget, as well as is involved in the public involvement process for the STIP and other transportation plans.

The DOT&PF has no direct legislative role, but representatives regularly interact with the Legislature to provide testimony or share perspective. The department is required to prepare fiscal notes for bills that affect them (Alaska Stat. §24.08.035), as well as submit annual reports to the Legislature concerning energy efficiency (Alaska Stat. 44.42.067). Other reporting requirements include an annual revenue report from the Alaska Marine Highway System, an annual report of expenditures and projections for the International Airports Construction Fund from the commissioner, annual reports on unexpended capital appropriations from the Office of Management and Budget, and an annual report of operations from the Knik Arm Bridge and Toll Authority. While the Legislature does not determine performance goals established by DOT&PF, they do require the creation of goals and reporting of them annually (Alaska Stat. §37.07.050).

With legislative approval, DOT&PF can retain and spend excess funds for unspent and revenues received in excess of appropriations. Capital funds are authorized for expenditure until a project is completed, and any unspent funding upon project completion is administratively lapsed or reappropriated by the Legislature. Excess revenues must be appropriated to be spent, and if additional funds become available after legislative session appropriation can be increased through a revised program legislative process with review by the Legislative Budget and Audit

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Committee. Sometimes the appropriations allow for flexibility on how much and when funding is spent. While legislative approval is required to move project funds, the commissioner does have authority to approve moving funds between projects within a single appropriation.

## Oregon

In 2017, the state legislature enacted a law that moved Oregon DOT (ODOT) Director appointment authority from the Governor and to Oregon Transportation Commission (OTC). The ODOT Director does not serve on the governor's cabinet. The OTC is an independent oversight body separate from ODOT with decision-making authority and establishes policy across the modes, guides planning, development, and management of the statewide transportation network. The commission oversees the development of the LRTP, the plans for each mode, entering into agreements, approving ODOT's STIP, budget, and construction priorities. Five members of the OTC are appointed by the governor to four-year terms (ORS 184.612; 2017 Or. Laws Chap. 750; 2018 Or. Laws, Chap. 9).

ODOT is required to submit annual plans every other year to the state legislature on revenues and expenditures, the diversity of the highway construction workforce, use of photo radar in highways construction work zones, and passenger rail performance quarterly. The OTC submits reports every other year about audits of ODOT, the condition of the transportation system infrastructure and activities and recommendations of the Continuous Improvement Advisory Committee. ODOT is also required to set performance measures and report on and review them with the relevant legislative committee every other year. The Legislature can approve, deny, or modify ODOT performance measures.

ODOT can spend unspent appropriations (highway funds, not general funds) without legislative approval. OTC must approve any movement of funds between projects. If the legislature appropriated funding to specific projects, those funds can't be moved unless legislatively approved. The authority to carry out the administration, operations, and management functions of the Department and the authority to implement plans, policies and actions approved by the OTC and the authority to approve minor, non-substantive, plan amendments to Commission approved plans.

Contracts over \$250,000 require ODOT to show in writing that the contracting costs will be less than conducting the work in-house or that doing so is not feasible. Procurements over \$150,000 must go through a competitive process and must have OTC approval to use a different approach or process (ORS §279B.030; §279B.085; §279C.305; §279C.335; §279C.355).

ODOT can conduct procurements under \$10,000 using any process that the agency deems practical/convenient (ORS §279B.065). Those between \$10,000-\$150,000 can be done without going through the full competitive bid process but the agency must informally solicit three competitive bids (ORS §279B.070).

The competitive bidding process must be used for public improvement projects unless ODOT can show in writing that an alternative process will result in cost savings or other public benefit (ORS §279C.335 [which gives the director authority to use an alternative process and provides exceptions/exemptions to the competitive bidding requirement]).

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## California

The California DOT (Caltrans) is led by the Director of Caltrans, while the California State Transportation Agency is led by the Secretary of Transportation, who is appointed by and serves on the governor's cabinet, and the Caltrans Director, who is appointed by the governor and subject to confirmation by the Senate. The California Transportation Commission, an independent oversight body, structurally separate from Caltrans, has decision-making authority. They are one of several state entities that make up the California State Transportation Agency. The commission is responsible for programming and allocation of funds for highway, passenger rail, and transit improvements throughout California. It also advises and assists the Secretary and Legislature in formulating and evaluating state policies and plans for transportation programs.

There are four other entities with direct jurisdiction over transportation issues including the Board of Pilot Commissioners, California High-Speed Rail Authority, Office of Traffic Safety, and California Public Utilities Commission. Additionally, the Department of Finance oversees and approves budgetary changes, the Office of the State Treasurer issues bonds, the California Energy Commission administers programs supporting zero-emission vehicle infrastructure, and the California Air Resources Board implements regulations and administers incentive programs. Caltrans has an occasional legislative role requesting "administrative proposals" through the governor's office. Legislative oversight occurs mainly through the budget committee process.

The Legislative Analyst's Office works with Caltrans to understand their budget and publish budget recommendations each year. Committee members frequently communicate directly with Caltrans about specific issues of interest, though.

Transportation programs receive state funding from several dedicated revenue sources and changes can be made to the various programs being funded by the Legislature. In 2017, to increase transparency and oversight, the commission was required to allocate the department's capital outlay support resources by project phase, including preconstruction (Cal. Government Code §14526.5; 2017 Cal. Stats., Chap. 5). Both federal and state revenues require legislative appropriation, because while funds flow directly to Caltrans for each, a budget appropriation is needed to have the authority to spend the funds. For state funds, authority is given in the state budget act under broad categories, with specific language regarding the use of state funds given by the governor and Legislature each year.

In terms of project planning and selection, the Commission is responsible for approving an entire program of projects, but it cannot approve or reject individual projects. Occasionally, certain projects are requested by the governor's office or the secretary of transportation, but their role is typically limited. Funds are typically appropriated on a program rather than project basis. Caltrans can retain and spend excess funds depending on the type of appropriation. Appropriations for which the budget authority has expired, and the designated project has been de-obligated, unless additional authority is granted, cannot be spent. Unspent dedicated transportation funds remain in state transportation accounts and are available for future transportation purposes. For revenues received in excess, transportation revenues are deposited into specified funds, retained for

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transportation purposes, and factored into future appropriations. While work performed by agencies other than Caltrans need approval of fund relocation by the Commission, Caltrans has authority to move funds between projects without it.

## Idaho

The Idaho Transportation Board is an independent body, separate from the Idaho Transportation Department (ITD) with decision-making authority and is authorized to provide oversight of ITD including adopting rules and regulations, allocating funding, and selecting projects for bond-funded programs. The board also appoints the director of ITD. The board has seven members appointed by the governor and confirmed by the Senate. Six of the members represent designated districts for alternating six-year terms. The seventh member serves as an at-large representative and chairman of the board.

ITD reports monthly to the Idaho Transportation Board on professional services that were used during the preceding month; project advertisement and bid opening dates; the obligation status for the current fiscal year; and the bid status of highway projects. The ITD Director is able to approve contracts and agreements and can sign these documents. The director can enter contracts with consultants to perform duties that are not able to be provided by existing ITD staff. The director can enter routine contracts under \$1,000,000. Contracts over \$1,000,000 require Idaho Transportation Board approval. The Idaho Transportation Director can enter into construction contracts for projects listed in the Idaho Transportation Investment Program (ITIP). ITD prepares legislative proposals each year and submits to the governor's office for approval and submittal as the executive legislation package. ITD provides testimony in support of the agency's legislative proposals. ITD is subject to legislative audits and any ITD administrative rules are subject to review by relevant legislative committees. ITD is required to submit an annual performance report that includes status updates about budgetary conditions, strategic goals, services, and progress towards achieving other performance metrics. ITD is also required, as of 2015, to submit an annual report about fuel tax and registration fees revenues as well as ongoing maintenance funding needs.

The Idaho Legislature has no formal oversight role related to IDT performance beyond the reports referenced above. The Legislature reviews and approves state department budgets annually including the ITD budget. Projects are selected through a process involving several stakeholders including local and tribal governments. Identified projects are prioritized based on ITDs existing prioritized through the public involvement process during the annual update of the STIP. Idaho also has a Strategic Initiatives Program (established through legislation in 2015), and ITD selects projects using these funds that will improve safety, mobility, economic development, certain bridge conditions and maintenance. Since legislative appropriations are made at the program level, ITD can transfer funding between projects in the same program without legislative approval. The legislature has little involvement in transportation planning and project selection. ITD can retain unspent appropriations and any revenues in excess of appropriations as long as the Legislature approves.

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Jacobs Engineering Group Inc.

## Proposed NDOT Transportation Board Reporting Matrix

| Line # | Type   | Board of Examiners Approval | Transportation Board Approval | Transportation Board Informational | Tort Claims Administrator | Not Reported to Board | Source                  | Notes   |
|--------|--|-----------------------------|-------------------------------|------------------------------------|---------------------------|-----------------------|-------------------------|---|
| 1      | 100% Federal/Local Expenditure Agreements                                |                             |                               |                                    |                           | x                     | July 2011 Board Meeting | Includes most Stewardship agreements  |
| 2      | Agreements Over \$10 million   |                             | x                             |                                    |                           |                       |                         | Non-construction matters, except railways, urban public transport & aviation  |
| 3      | Agreements Under \$10 million  |                             |                               | x                                  |                           |                       |                         |   |
| 4      | Amendment Bringing Agreement Total Over \$10 million                     |                             | x                             |                                    |                           |                       |                         | For example: Existing Agreement \$250,000, Amendment \$185,000  |
| 5      | Amendment Keeping Agreement Total Under \$10 million                     |                             |                               | x                                  |                           |                       |                         | For example: Existing Agreement \$250,000, Amendment \$45,000   |
| 6      | Amendments Over \$10 million   |                             | x                             |                                    |                           |                       |                         | Regardless of existing agreement amount   |
| 7      | Amendment up to \$5 million - Existing Agreement Total Over \$10 million |                             |                               | x                                  |                           |                       |                         | For example: Existing Agreement \$11 million, Amendment \$3.5 million   |
| 8      | Claim Settlements  | x                           |                               | x                                  |                           |                       | July 2011 Board Meeting | includes personnel, right of way, and construction claims   |
| 9      | CMAR Construction Contracts (any amount)                                 |                             | x                             |                                    |                           |                       | NDOT Director's Office  | The Construction Manager at Risk method of procurement was not used by NDOT prior to July 2011, and therefore was not addressed in the Board Reporting policy adopted that month. This reporting process was defined and refined by the Director's Office as agreements and construction contracts for CMAR projects arose. |
| 10     | CMAR Independent Cost Estimator Service Agreements Over \$10 million     |                             | x                             |                                    |                           |                       | NDOT Director's Office  |   |
| 11     | CMAR Independent Cost Estimator Service Agreements Up To \$10 million    |                             |                               | x                                  |                           |                       | NDOT Director's Office  |   |
| 12     | CMAR Pre-Construction Services Agreements (any amount)                   |                             | x                             |                                    |                           |                       | NDOT Director's Office  |   |
| 13     | Construction Contracts: Low Bid Price Over \$40 million                  |                             | x                             |                                    |                           |                       |                         | <b>**Removed piece about Engineers Estimate Previously read: "Construction Contracts: Engineer's Estimate &gt;\$250,000, Low Bid Price Over \$5 million"</b>  |
| 14     | Construction Contracts: Low Bid Price Up To \$40 million                 |                             |                               | x                                  |                           |                       |                         | <b>**Removed piece about Engineers Estimate Previously read: "Construction Contracts: Engineer's Estimate &gt;\$250,000, Low Bid Price Over \$5 million"</b>  |
| 15     | Design-Build Contracts   |                             | x                             |                                    |                           |                       | July 2011 Board Meeting |   |
| 16     | Disaster or Emergency Agreements   |                             |                               | x                                  |                           |                       | July 2011 Board Meeting | Authorized by NRS 408.323(2)  |

| Line # | Type   | Board of Examiners Approval | Transportation Board Approval | Transportation Board Informational | Tort Claims Administrator | Not Reported to Board | Source                  | Notes  |
|--------|--|-----------------------------|-------------------------------|------------------------------------|---------------------------|-----------------------|-------------------------|--|
| 17     | Grants   |                             |                               | x                                  |                           |                       | July 2011 Board Meeting |  |
| 18**   | Interlocal Agreements - University Service Agreements over \$10 million            |                             | x                             |                                    |                           |                       |                         |  |
| 18a**  | Interlocal Agreements - all except University Service Agreements over \$10 million |                             |                               | x                                  |                           |                       |                         | Select items may be presented to the Board for program approval prior to agreement execution |
| 19     | Master Agreements with Task Orders - Total Authority up to \$10 million            |                             |                               | x                                  |                           |                       |                         | Individual Task Orders are not presented to the Board (see Line 26)                          |
| 20     | Master Agreements with Task Orders - Total Authority over \$10 million             |                             | x                             |                                    |                           |                       |                         | Individual Task Orders are not presented to the Board (see Line 26)                          |
| 21     | Matters Handled by State Purchasing  | x                           |                               |                                    |                           |                       | July 2011 Board Meeting | Including Master Service agreements  |
| 22     | Non-monetary agreements  |                             |                               | x                                  |                           |                       | July 2011 Board Meeting |  |
| 23     | Quotes (Construction Contracts - Engineer's Estimate <\$250,000)                   |                             |                               | x                                  |                           |                       | July 2011 Board Meeting | Quotes result in Agreements, and are reported as such (see Lines 2 & 3)                      |
| 24     | Railways, Urban Public Transportation & Aviation                                   | x                           |                               |                                    |                           |                       | July 2011 Board Meeting |  |
| 25     | Right of Way Acquisition Agreements (any amount)                                   |                             |                               | x                                  |                           |                       | July 2011 Board Meeting | Follows FHWA processes defined in 23 CFR - time is of the essence                            |
| 26     | Routine Operational Matters  |                             |                               |                                    |                           | x                     | July 2011 Board Meeting | Including truck/special event/facility use permits and litter-free highways agreements       |
| 27     | Task Orders for Master Agreements  |                             |                               |                                    |                           | x                     | July 2011 Board Meeting | These items are reported under the Master Agreement (see Lines 18 & 19)                      |
| 28     | Time extension only amendments   |                             |                               | x                                  |                           |                       | July 2011 Board Meeting |  |
| 29     | Tort Claim Fund  |                             |                               |                                    | x                         |                       | July 2011 Board Meeting |  |
| 30     | Utility Relocation Agreements (any amount)   |                             |                               | x                                  |                           |                       | July 2011 Board Meeting | Follows FHWA processes defined in 23 CFR - time is of the essence                            |

Current NDOT Transportation Board Reporting Matrix

| Line # | Type  | Board of Examiners Approval | Transportation Board Approval | Transportation Board Informational | Tort Claims Administrator | Not Reported to Board | Source                  | Notes   |
|--------|---|-----------------------------|-------------------------------|------------------------------------|---------------------------|-----------------------|-------------------------|---|
| 1      | 100% Federal/Local Expenditure Agreements   |                             |                               |                                    |                           | x                     | July 2011 Board Meeting | Includes most Stewardship agreements  |
| 2      | Agreements Over \$300,000   |                             | x                             |                                    |                           |                       | July 2011 Board Meeting | Non-construction matters, except railways, urban public transport & aviation  |
| 3      | Agreements Under \$300,000  |                             |                               | x                                  |                           |                       | July 2011 Board Meeting |   |
| 4      | Amendment Bringing Agreement Total Over \$300,000                                       |                             | x                             |                                    |                           |                       | July 2011 Board Meeting | For example: Existing Agreement \$250,000, Amendment \$185,000  |
| 5      | Amendment Keeping Agreement Total Under \$300,000                                       |                             |                               | x                                  |                           |                       | July 2011 Board Meeting | For example: Existing Agreement \$250,000, Amendment \$45,000   |
| 6      | Amendments Over \$300,000   |                             | x                             |                                    |                           |                       | July 2011 Board Meeting | Regardless of existing agreement amount   |
| 7      | Amendment up to \$300,000 - Existing Agreement Total Over \$300,000                     |                             |                               | x                                  |                           |                       | July 2011 Board Meeting | For example: Existing Agreement \$350,000, Amendment \$45,000   |
| 8      | Claim Settlements   | x                           |                               | x                                  |                           |                       | July 2011 Board Meeting | Includes personnel, construction, and right-of-way claims   |
| 9      | CMAR Construction Contracts (any amount)  |                             | x                             |                                    |                           |                       | NDOT Director's Office  | The Construction Manager at Risk method of procurement was not used by NDOT prior to July 2011, and therefore was not addressed in the Board Reporting policy adopted that month. This reporting process was defined and refined by the Director's Office as agreements and construction contracts for CMAR projects arose. |
| 10     | CMAR Independent Cost Estimator Service Agreements Over \$300,000                       |                             | x                             |                                    |                           |                       | NDOT Director's Office  |   |
| 11     | CMAR Independent Cost Estimator Service Agreements Up To \$300,000                      |                             |                               | x                                  |                           |                       | NDOT Director's Office  |   |
| 12     | CMAR Pre-Construction Services Agreements (any amount)                                  |                             | x                             |                                    |                           |                       | NDOT Director's Office  |   |
| 13     | Construction Contracts: Engineer's Estimate >\$250,000, Low Bid Price Over \$5 million  |                             | x                             |                                    |                           |                       | July 2011 Board Meeting |   |
| 14     | Construction Contracts: Engineer's Estimate >\$250,000, Low Bid Price Up To \$5 million |                             |                               | x                                  |                           |                       | July 2011 Board Meeting |   |
| 15     | Design-Build Contracts  |                             | x                             |                                    |                           |                       | July 2011 Board Meeting |   |

| <i>Line #</i> | <i>Type</i>   | <i>Board of Examiners Approval</i> | <i>Transportation Board Approval</i> | <i>Transportation Board Informational</i> | <i>Tort Claims Administrator</i> | <i>Not Reported to Board</i> | <i>Source</i>           | <i>Notes</i>   |
|---------------|---|------------------------------------|--------------------------------------|---|----------------------------------|------------------------------|-------------------------|--|
| 16            | Disaster or Emergency Agreements  |                                    |                                      | x   |                                  |                              | July 2011 Board Meeting | Authorized by NRS 408.323(2)   |
| 17            | Grants  |                                    |                                      | x   |                                  |                              | July 2011 Board Meeting |  |
| 18**          | Interlocal Agreements - University Service Agreements over \$300,000            |                                    | x                                    |   |                                  |                              | Mar 2014 Board Meeting  |  |
| 18a**         | Interlocal Agreements - all except University Service Agreements over \$300,000 |                                    |                                      | x   |                                  |                              | Mar 2014 Board Meeting  | Select items may be presented to the Board for program approval prior to agreement execution |
| 19            | Master Agreements with Task Orders - Total Authority up to \$300,000            |                                    |                                      | x   |                                  |                              | July 2011 Board Meeting | Individual Task Orders are not presented to the Board (see Line 26)                          |
| 20            | Master Agreements with Task Orders - Total Authority over \$300,000             |                                    | x                                    |   |                                  |                              | July 2011 Board Meeting | Individual Task Orders are not presented to the Board (see Line 26)                          |
| 21            | Matters Handled by State Purchasing   | x                                  |                                      |   |                                  |                              | July 2011 Board Meeting | Including Master Service agreements  |
| 22            | Non-monetary agreements   |                                    |                                      | x   |                                  |                              | July 2011 Board Meeting |  |
| 23            | Quotes (Construction Contracts - Engineer's Estimate <\$250,000)                |                                    |                                      | x   |                                  |                              | July 2011 Board Meeting | Quotes result in Agreements, and are reported as such (see Lines 2 & 3)                      |
| 24            | Railways, Urban Public Transportation & Aviation                                | x                                  |                                      |   |                                  |                              | July 2011 Board Meeting |  |
| 25            | Right of Way Acquisition Agreements (any amount)                                |                                    |                                      | x   |                                  |                              | July 2011 Board Meeting | Follows FHWA processes defined in 23 CFR - time is of the essence                            |
| 26            | Routine Operational Matters   |                                    |                                      |   |                                  | x                            | July 2011 Board Meeting | Including truck/special event/facility use permits and litter-free highways agreements       |
| 27            | Task Orders for Master Agreements   |                                    |                                      |   |                                  | x                            | July 2011 Board Meeting | These items are reported under the Master Agreement (see Lines 18 & 19)                      |
| 28            | Time extension only amendments  |                                    |                                      | x   |                                  |                              | July 2011 Board Meeting |  |
| 29            | Tort Claim Fund   |                                    |                                      |   | x                                |                              | July 2011 Board Meeting |  |
| 30            | Utility Relocation Agreements (any amount)                                      |                                    |                                      | x   |                                  |                              | July 2011 Board Meeting | Follows FHWA processes defined in 23 CFR - time is of the essence                            |

This matrix was approved at the September 2013 Transportation Board of Directors Meeting

\*\* Updated per March 2014 Transportation Board of Directors Meeting