

APPENDIX 1

ABBREVIATIONS AND DEFINITIONS

Unless otherwise specified, wherever the following abbreviations or terms are used in the Contract and the Technical Provisions, they have the meanings set forth below. References to Sections and Appendices mean Sections and Appendices of the Contract unless otherwise specified.

°C	Degrees Celsius
°F	Degrees Fahrenheit
AASHTO	American Association of State Highway and Transportation Officials
A-C	Alternating Current
ACHP	Advisory Council on Historic Preservation
ADA	Americans with Disabilities Act
ADAS	Automatic Data Acquisition System
ADL	Aerially Deposited Lead
ADS	Authentication and Directory Service
ALTF	Aesthetics and Landscape Task Force
AMP	Ampere(s)
AMRL	AASHTO Material Reference Library
ANSI	American National Standards Institute
APE	Area of Potential Effects
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASTM	American Society of Testing and Materials
AT&T	American Telephone & Telegraph
ATC	Alternative Technical Concept
ATIS	Advanced Traveler Information System
ATM	Active Traffic Management
ATP	Acceptance Test Plan
ATS	Automatic Transfer
ATSSA	American Traffic Safety Services Association
ATVA	Accident and Terrorist Vulnerabilities Assessment
AV	Audio Visual
AWG	American Wire Gauge
AWS	American Welding Society
BA	Biological Assessment
BICSI	Building Industry Consulting Services International

BIS	Bypass Isolation Switch
BMP	Best Management Practice
BMV	Nevada Bureau of Motor Vehicles
BO	Biological Opinion
CADD	Computer Aided Drafting and Design
CAPWAP	Case Pile Wave Analysis Program
CAT	Category
CB	Citizen's Board
CBR	Concrete Barrier Rail
CCI	Construction Cost Index
CCITT	International Telegraph and Telephone Consultative Committee
CCRFCD	Clark County Regional Flood Control District
CCRL	Concrete Cement Reference Laboratory
CCTV	Closed Circuit Television
CD	Compact Disc
CDCA	Fiber Optic Branch Cable
CDS	Collector-Distributor System
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CFD	Computational Fluid Dynamics
CFR	Code of Federal Regulations
CGL	Commercial General Liability
CIFS	Common Internet File System
CIP	Cast-in-Place
CLV	City of Las Vegas
CMP	Construction Monitoring Plan
CO	Change Order
CPESC	Certified Professional in Erosion and Sedimentation Control
CPI	Consumer Price Index
CPL	Contractor's Pollution Liability (insurance)
CPM	Critical Path Method
CPT	Cone Penetration Test
CQM	Construction Quality Manager
CQMP	Construction Quality Management Plan
CSC	Customer Service Center
CSL	Cross-Hole Sonic Log
CSM	Context Sensitive Mitigation
CSS	Context Sensitive Solution

CVISNP	Commercial Vehicle Information Systems Networks Program
CVO	Commercial Vehicle Operations
CWTS	Certified Worksite Traffic Supervisor
D&C	Design and Construction
DBE	Disadvantaged Business Enterprise
DDI	Diverging Diamond Interchange
DDO	Definitive Design of Operations
DEIS	Draft Environmental Impact Statement
DHCP	Dynamic Host Configuration Protocol
DLC	Detector Lead-In Cable
DMS	Dynamic Message Sign
DNS	Domain Naming Service
DOSH	Division of Occupational Safety and Health
DQMP	Design Quality Management Plan
DRT	Disputes Review Team
DSRC	Dedicated Short-Range Communications
DSS	Decent, Safe and Sanitary
DTSC	Department of Toxic Substances Control
DVD	Digital Versatile Disc
EA	Expenditure Authorization
EB	Eastbound
EC	Electrical Conductivity
ECM	Environmental Compliance Manager
ECMP	Environmental Compliance and Mitigation Plan
ECP	Erosion Control Plan
ECR	Environmental Commitments Record
EDA	Earth Disturbance Area
EDMS	Electronic Document Management System
EIR/EIS	Environmental Impact Report/Environmental Impact Statement
EMP	Environmental Management Plan
EMS	Environmental Management System
eNOI	Electronic Notice of Intent
eNOT	Electronic Notice of Termination
ENR-CCI	Engineering News Record Construction Cost Index
EPD	Escrowed Proposal Documents
EPIC	Environmental Permits Issues and Commitments
EQMP	Environmental Quality Management Plan
ERP	Emergency Response Plan

ERS	Earthquake Resisting Systems
ERSG	Electrical Resistant Strain Gauges
ESA	Environmentally Sensitive Area
ESCP	Erosion and Sediment Control Plan
ETL	Electronic Testing Laboratories
FAA	Federal Aviation Administration
FAST	Freeway and Arterial System of Transportation
FC	Foot-candle(s)
FCC	Federal Communications Commission
FEIS	Final Environmental Impact Statement
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FICA	Federal Insurance Contributions Act
F/O	Fiber Optic
FSP	Field Sampling Plan
FTP	File Transfer Protocol
FWCA	Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661 <i>et seq.</i> , as amended
FWD	Falling Weight Deflectometer
GAAP	Generally Accepted Accounting Principles
GB	Gigabyte
GIS	Geographic Information System
GP	General Purpose
GPS	Global Positioning System
GSA	General Services Administration
HCDDM	Hydrologic Criteria Drainage Design Manual
HEC	Hydraulic Engineering Circular
HMA	Hot Mix Asphalt
HMCP	Hazardous Materials Control Plan
HMHSP	Hazardous Materials Health and Safety Plan
HMMP	Hazardous Materials Management Plan
HOV	High Occupancy Vehicle
HPP	Historic Preservation Plan
HPS	High Pressure Sodium
HAS	Hollow Stem Auger
HSPPD	Handling, Storage, Packaging, Preservation and Delivery
HVAC	Heating Ventilation and Air Conditioning
I-15	Interstate 15

IES	Illuminating Engineer Society
IH	Interstate Highway
IISNS	Internally Illuminated Street Name Signs
INVEST	Infrastructure Voluntary Evaluation Sustainability Tool
IP	Internet Protocol
IRI	International Roughness Index
IRR	Internal Rate of Return
IRS	Internal Revenue Service
ISA	International Society of Arborists
ISO	Insurance Services Office
IT	Information Technology
ITP	Instructions to Proposers
ITS	Intelligent Transportation System
IVHS	Intelligent Vehicle Highway System
IVR	Interactive Voice Response
JPCP	Jointed Plain Concrete Pavement
JPEG	Joint Photographic Experts Group
JRT	Joint Resolution Team
Kbps	Kilobits per Second
L&A	Landscape and Aesthetics
LBP	Lead-Based Paint
LC	Lucent Connector
LCB	Lean Concrete Base
LCCA	Life Cycle Cost Analysis
LCP	Labor Compliance Program
LCS	Lane Closure Signal
LEA	NV Energy Line Extension Agreement for new electrical services
LED	Light Emitting Diode
LiDAR	Laser Image Detection and Ranging
LLF	Light Loss Factor
LPG	Liquefied Petroleum Gas
LOS	Level of Service
LOTB	Log of Test Borings
LRFD	Load and Resistance Factor Design (an AASHTO specification)
LRFR	Load and Resistance Factor Rating
LUS	Lane Use Signal
LVVWD	Las Vegas Valley Water District
MACS	Mainline Automated Clearance System

MB	Megabyte
MBTA	Migratory Bird Treaty Act
MHHW	Mean Higher High Water
MLLW	Mean Lower Low Water
MMU	Malfunction Management Unit
MOA	Memorandum of Agreement
MOMS	Maintenance On-line Management Subsystem
MOT	Maintenance of Traffic
MOU	Memorandum of Understanding
MOV	Metal Oxide Varistor
MPH	Miles Per Hour
MPO	Metropolitan Planning Organization
MS4	Municipal Separate Storm Sewer System
MSDS	Materials Safety Data Sheet(s)
MSE	Mechanically Stabilized Earth
MUTCD	Nevada Manual on Uniform Traffic (Control) Devices or FHWA Manual on Uniform Traffic (Control) Devices
MVP	Maintenance Vehicle Pullout
N/A	Not Applicable
NAC	Nevada Administrative Code
NAD	North American Datum
NAQTC	Nevada Alliance for Quality Transportation Construction
NAVD88	North American Vertical Datum of 1988
NB	Northbound
NBI	National Bridge Inventory
NBIS	National Bridge Inspection Standards
NCHRP	National Cooperative Highway Research Program
NDE	Nondestructive Examination
NDEM	Nevada Department of Environmental Management
NDM	Nevada Department of Transportation Design Manual
NDOT	Nevada Department of Transportation
NDT	Non-Destructive Testing
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electric Safety Code
NFIP	National Flood Insurance Program
NFPA	National Fire Protection Association

NHS	National Highway System
NMUTCD	Nevada Manual on Uniform Traffic Control Devices
NOI	Notice of Intent submitted to USEPA
NORPASS	North America Preclearance and Safety System
NPDES	National Pollutant Discharge Elimination System
NRS	Nevada Revised Statutes
NSPLS	Nevada Society of Professional Land Surveyors
NTCIP	National Transportation Communications for ITS Protocol
NTP	Notice to Proceed
OC	Overcrossing
OEM	Original Equipment Manufacturer
OER	Office of Emergency Response
OH	Overhead
OHMP	Nevada Department of Natural Resources – Office of Habitat Management and Permitting
OIT	Operator Interface Terminal
OJT	On-the-Job Training
OPMP	Nevada Department of Natural Resources Office of Project Management and Permitting
OSHA	Occupational Safety and Health Administration
OTDR	Optical Time-Domain Reflectometer
PA	Section 106 Programmatic Agreement
PBS	Plantmix Bituminous Surfacing
PC	Point of Curvature
PCB	Polychlorinated Biphenyl
PCC	Portland Cement Concrete
PCI	Prestressed Concrete Institute
PCM	Preconstruction Manual
PCS	Pavement Condition Survey
PDA	Pile Driving Analyzer
pdf	portable document format
PE	Preliminary Engineering
PI	Point of Intersection
PIP	Public Involvement Plan
PIV	Post Indicator Valve
PLC	Programmable Logic Controller
PM	Project Manager
PMIS	Pavement Management Information System

PML	Probable Maximum Loss
PMOGS	Plantmix Open Grading Surface
PMP	Project Management Plan
PPE	Personal Protective Equipment
PPM	Pages Per Minute
PROWAG	Public Rights-of-Way Accessibility Guidelines
PS&E	Plans, Specifications and Estimates
Psf	Pounds per Square Foot
Psi	Pounds per Square Inch
PT	Point of Tangency
PTZ	Pan, Tilt, and Zoom
QA	Quality Assurance
QC	Quality Control
QMP	Quality Management Plan
QPL	Qualified Products List
RCB	Reinforced Concrete Box
RCP	Reinforced Concrete Pipe
RCU	Remote Control Unit
REC	Recognized Environmental Condition
RF	Radio Frequency
RFI	Request For Information
RFP	Request for Proposals
RFQ	Request for Qualifications
RHMA-G	Rubberized Hot Mix Asphalt (Gap Graded)
RID(s)	Reference Information Document(s)
RIO	Remote Input / Output
RMS	Root Mean-Square
ROD	Record of Decision
ROW	Right of Way
ROW AM	Right-of-Way Acquisition Manager
ROW-s	Right-of-Way Information System
RPLS	Registered Professional Land Surveyor
RSS	Reinforced Soil Slope
RTC	Regional Transportation Commission of Southern Nevada
RTCSNV	Regional Transportation Commission of Southern Nevada
RTM	Real Time Monitor
RWIS	Road Weather Information System
RWQCB	Regional Water Quality Control Board

SAP	Sampling and Analysis Plan
SB	Southbound
SBE	Small Business Enterprise
SC	Subscriber Connector
SCADA	Supervisory Control and Data Acquisition
SF	Square Foot
SFEIS	Supplemental Final Environmental Impact Statement
SHPO	State Historic Preservation Officer
SI	System Integrator
SNBO	Southern Nevada Building Officials
SPC	Seismic Performance Category
SPCP	Spill Prevention and Control Plan
SPT	Standard Penetration Test
SR	State Route
SSID	Service Set Identification
SSHPP	Site Safety and Health Plan
SSP	Standard Special Provisions
SSTR	Single Slope Traffic Railing
STIP	Statewide Transportation Improvement Program
SUE	Subsurface Utility Engineering
SWPPP	Storm Water Pollution Prevention Plan
TCE	Temporary Construction Easement
TCLP	Toxicity Characteristic Leaching Procedure
TCS	Traffic Control Supervisor
TEES	Transportation Electrical Equipment Specification
TIA	Telecommunications Industry Association
TIFF	Tagged Image File Format
TIM	Traffic Incident Management
TIP	Transportation Improvement Program
TMAP	Traffic Modeling and Analysis Procedures
TMC	Traffic Management Center
TMP	Transportation Management Plan
TMS	Transportation Management System
TOC	Traffic Operations Center
TP	Technical Provisions
TS	Traffic Signal
TTCP	Temporary Traffic Control Plan
TQMP	Traffic Quality Management Plan

TVSS	Transient Voltage Surge Suppressors
TW	Time Warner
UC	Undercrossing
UCC	Uniform Commercial Code
UNRS	USDOT Number Recognition System
UPRR	Union Pacific Railroad
UPS	Un-Interruptible Power Supply
US	United States Highway
USACE	United States Army Corps of Engineers
USB	Universal Serial Bus
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
USPAP	Uniform Standard of Professional Appraisal Practices
UTACS	Ultra-thin Asphalt Concrete Surface
UTP	Unshielded Twisted Pair
VBI	Voice Break-In
VECP	Value Engineering Change Proposal
VGA	Video Graphics Array
VLAN	Virtual Local Area Network
VoIP	Voice Over Internet Protocol
VPN	Virtual Private Network
VWS	Virtual Weigh Station
VWVG	Vibrating Wire Strain Gauges
W	Watts
WAN	Wide Area Network
WAQTC	Western Alliance for Quality Transportation Construction
WB	Westbound
WBS	Work Breakdown Structure
WDR	Waste Discharge Requirement
WEAP	Wave Equation Analysis Pile Driving
WHPA	Wellhead Protection Area
WIM	Weigh in Motion
WLAN	Wireless Local Area Network

Acceleration Costs means those fully documented increased costs reasonably incurred by Design-Builder (that is, costs over and above what Design-Builder would otherwise have incurred) which are directly and solely attributable to increasing the performance and production levels of the Work to complete necessary elements or segments of the Work earlier than otherwise anticipated, such as for additional equipment, additional crews, lost productivity, overtime and shift premiums, increased supervision and any unexpected material, equipment or crew movement necessary for resequencing in connection with accelerated efforts.

Additional Properties has the meaning set forth in Section 6.1.3.

Adjust means to perform a Utility Adjustment.

Adjustment means a Utility Adjustment.

Adjustment Standards means the standard specifications, standards of practice, and construction methods that a Utility Owner customarily applies to facilities (comparable to those being Adjusted on account of the Project) constructed by the Utility Owner (or for the Utility Owner by its contractors), at its own expense. Unless the context requires otherwise, references in the Contract Documents to a Utility Owner's "applicable Adjustment Standards" refer to those that are applicable pursuant to Section 6.3.

Affidavit of Final Acceptance means the affidavit described in Section 20.3.3.

Affiliate means (a) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Design-Builder or any of its members, partners or shareholders holding a 10% or greater interest in Design-Builder; and (b) any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by (i) Design-Builder, (ii) any of Design-Builder's members, partners or 10% or greater shareholders or (iii) any Affiliate of Design-Builder under clause (a) of this definition. For purposes of this definition the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise. Work performed by Affiliates shall be deemed performed by Design-Builder's own organization.

Alternative Technical Concept has the meaning set forth in Section 3 of the ITP.

Applicant, with respect to work involving railroads, has the meaning set forth in the *BNSF Railway – Union Pacific Railroad, Guidelines for Railroad Grade Separation Projects*, dated January 24, 2007. The Department will be the Applicant for the Project.

Application for Final Payment means Design-Builder's written request for Final Payment of the Contract Price including reconciliation of all partial payments, claims, changes or other proper adjustments to the Contract Documents, as described in Section 12.4.1.

Arborist(s) has the meaning set forth in Section 1.5.2.2 of the Technical Provisions.

Area of Potential Effects means that area set forth in the NEPA Approval.

ATM Concept of Operations means the Kimley-Horn report titled *NDOT Active Management System (ATM) Concept of Operations* included in the Reference Information Documents.

Authorized Representative has the meaning set forth in Section 24.5.1.

Basic Configuration means the following elements defining the Project:

- (a) The (i) Planned ROW Limits and (ii) Control of Access as set forth in the ROW Plans;
- (b) The number of lanes (as set forth in the Reference Design), subject to Section 9 of the Technical Provisions;
- (c) The approximate location of ramps (as set forth in the Reference Design) subject to Section 9 of the Technical Provisions; and
- (d) The number and approximate location of interchanges and the type of interchanges (as set forth in the Reference Design) subject to Section 9 of the Technical Provisions.

Betterment has, with respect to a given Utility being Adjusted, the meaning (if any) set forth in the Utility Agreement(s) applicable to the Utility; in all other cases, “Betterment” means any upgrading of the Utility in the course of such Utility Adjustment that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Utility Owner, including an increase in the capacity, capability, efficiency or function of an Adjusted Utility over that which was provided by the existing Utility. Notwithstanding the foregoing, the following are not considered Betterments unless otherwise provided in the applicable Utility Agreement(s):

- (a) Any upgrading which is required for accommodation of the Project;
- (b) Replacement devices or materials that are of equivalent standards although not identical;
- (c) Replacement of devices or materials no longer regularly manufactured with an equivalent or next higher grade or size;
- (d) Any upgrading required by applicable Governmental Rules;
- (e) Replacement devices or materials that are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase);

- (f) Any upgrading required by the Utility Owner's applicable Adjustment Standards; and
- (g) Any discretionary decision by a Utility Owner that is contemplated within a particular standard described in clause (f) above.

With respect to any Replacement Utility Property Interest, "Betterment" has the meaning (if any) set forth in the applicable Utility Agreement(s). In all other cases, a Replacement Utility Property Interest shall be considered a Betterment, except to the extent that reinstallation of a Utility in the Replacement Utility Property Interest (i) is necessary in order to meet the requirements of the Contract Documents, or (ii) is called for by Design-Builder in the interest of overall economy for the Project.

Books and Records has the meaning set forth in Section 2.2.3 of the Technical Provisions.

Bridge Rehabilitation Work has the meaning set forth in Section 14.4.12 of the Technical Provisions.

Business Day means any day that is not a Saturday, Sunday or other day on which (a) the Department is officially closed for business, or (b) banks located in Nevada are required or authorized by law or executed order to close.

Certificate of Final Acceptance means the formal written acknowledgment issued by the Department to Design-Builder that, except for Plant Establishment, Design-Builder has achieved Final Acceptance and all Work has been fully completed in accordance with the Contract Documents.

Certificate of Substantial Completion means the formal written acknowledgment issued by the Department to Design-Builder that Design-Builder has achieved Substantial Completion.

Change Notice means a notice delivered by the Department to Design-Builder pursuant to Section 13.2.1.1.

Change Order has the meaning set forth in Section 13.1.1.1.

Change in Adjustment Standards means any change in Adjustment Standards after the Setting Date that directly affects the design or construction of Utility Adjustments and is (a) necessary to conform to applicable Law or Change in Law or (b) adopted by the applicable Utility Owner after the Setting Date, excluding any such changes in Adjustment Standards known to Design-Builder as of the Setting Date. A Change in Law that changes, adds to or replaces Adjustment Standards, as well as revisions to the Technical Provisions to conform to such Change in Law, shall be treated as a Change in Adjustment Standards rather than a Department Change to the Technical Provisions.

Change in Law means the enactment, adoption, modification, repeal or other change in any Governmental Rule that occurs after the Proposal Date (including any change in the

judicial or administrative interpretation of any Governmental Rule, or adoption of any new Governmental Rule) which is materially inconsistent with Governmental Rules in effect on the Proposal Date, but excluding any such change in or new Governmental Rule which was passed or adopted but not yet effective as of the Proposal Date. The term "Change in Law" specifically excludes changes in Project Standards and Adjustment Standards.

Change of Control means any assignment, sale, financing, grant of security interest, transfer of interest or other transaction of any type or description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation or otherwise, that results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of Design-Builder or a material aspect of its business. A Change of Control of a shareholder, member, partner or joint venture member of Design-Builder may constitute a Change of Control of Design-Builder if such shareholder, member, partner or joint venture member possesses the power to direct or control or cause the direction or control of the management of Design-Builder. Notwithstanding the foregoing, the following shall not constitute a Change of Control:

- (a) A change in possession of the power to direct or control the management of Design-Builder or a material aspect of its business due solely to a bona fide transaction involving beneficial interests in the ultimate parent organization of a shareholder, member, partner or joint venture member of Design-Builder, (but not if the shareholder, member, partner or joint venture member is the ultimate parent organization), unless the transferee in such transaction is at the time of the transaction suspended or debarred or subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or State department or agency;
- (b) An upstream reorganization or transfer of direct or indirect interests in Design-Builder so long as no change occurs in the entity with ultimate power to direct or control or cause the direction or control of the management of Design-Builder;
- (c) A transfer of interests between managed funds that are under common ownership or control other than a change in the management or control of a fund that manages or controls Design-Builder; or
- (d) The exercise of minority veto or voting rights (whether provided by applicable Governmental Rules, by Design-Builder's organizational documents or by related member or shareholder agreements or similar agreements) over major business decisions of Design-Builder, provided that if such minority veto or voting rights are provided by shareholder or similar agreements, the Department has previously received copies of such agreements.

City of Las Vegas Cooperative Agreement means the March 9, 2015 agreement between the Department and the City of Las Vegas setting forth the respective rights and obligations of the Department and the City with respect to the Project, and any amendments thereto.

City of Las Vegas Standards means the specifications and standards that are set forth in Section 26.3 of the Technical Provisions, and which apply to the design and construction of the Local Agency Project Infrastructure that is either owned, operated, or maintained by the City of Las Vegas.

Claim means a separate demand by Design-Builder for (a) a time extension which is disputed by the Department, or (b) payment of money, reimbursement, compensation or damages arising from work done by or on behalf of Design-Builder in connection with the Contract Documents which is disputed by the Department.

Closeout Report has the meaning set forth in Section 1.6.5.4 of the Technical Provisions.

Communications Plan shall mean Design-Builder's plan for communications between the Department and Design-Builder as set forth in Section 1.6.5.3 of and Attachment 01-3 to the Technical Provisions.

Community Outreach Plan has the meaning set forth in Section 6.3.1 of the Technical Provisions.

Completion Deadline means the Interim Milestone Completion Durations, Substantial Completion Deadline and/or Final Acceptance Deadline, as the case may be.

Concept of Operations means the document contained in the Reference Information Documents and entitled "Kimley-Horn ATM Concept of Operations."

Construction and Maintenance Agreement means the agreement that has been negotiated between the Railroad and the Applicant that addresses all the duties and responsibilities of each party regarding the construction of the proposed Overhead Structure and the maintenance requirements after construction of said structure.

Construction ATM System has the meaning as set forth in Section 19.4.2.1 of the Technical Provisions.

Construction ATM System Acceptance means successful completion of the Construction ATM System acceptance test and acceptance by the Department of the submitted test results, as described in Section 19.2.9 of the Technical Provisions.

Construction Closure means any full or partial closure of any roadway lane that accommodates vehicular traffic for any duration during the Construction Work within the Project Site as described in Section 12.4.3 of the Technical Provisions.

Construction Documents means all shop drawings, working drawings and samples necessary for construction of the Project in accordance with the Contract Documents.

Construction Manager has the meaning set forth in Section 1.5.1 of the Technical Provisions. The Construction Manager is one of the Key Personnel listed in Appendix 7.

Construction Quality Management Plan or CQMP means the Department-approved plan for quality assurance and quality control of the Construction Work, described in Attachment 02-3 to the Technical Provisions.

Construction Quality Manager or CQM has the meaning set forth in Section 4.5.1 of the Technical Provisions.

Construction Work means all Work to build or construct, reconstruct, rehabilitate, make, form, manufacture, furnish, install, integrate, supply, deliver or equip the Project and/or the Utility Adjustments. Construction Work includes construction of Landscape and Aesthetics (L&A) Work.

Contaminated Groundwater means any extracted, pumped and/or ponded groundwater that contains Hazardous Materials.

Contract means, depending on the context (as determined by the Department), (a) that certain design-build contract to which this Appendix 1 is attached, executed by the Department and Design-Builder, including any and all amendments thereto, or (b) collectively, the Contract Documents which establish the respective rights and obligations of the Department and Design-Builder.

Contract Date means the date of the Contract.

Contract Documents has the meaning set forth in Section 1.2.

Contract Price has the meaning set forth in Section 12.1.1.

Contractor means the individual, partnership, corporation or joint venture and all principals and representatives with whom the Applicant has contracted for the construction of the Project. Design-Builder will be the Contractor for the Project.

Control of Access shall have the meaning set forth in Section 9.3.9 of the Technical Provisions.

Controlling Work Items means the activity or work item on the Critical Path of the Project Schedule having the least amount of total Float.

Cost and Schedule Proposal means each submittal serving to identify price and schedule modifications associated with Change Orders issued pursuant to Section 13, meeting all applicable requirements set forth in Section 13.

Cost Liability means the obligation to bear the cost of a Utility Adjustment (as between the Department and the Utility Owner), whether arising out of common or statutory law or contract, as determined by the Department, in its sole discretion.

Critical Path means each critical path on the Project Schedule which ends on the Interim Milestone Completion Deadline(s), Substantial Completion Deadline or the Final Acceptance Deadline, as applicable (i.e. the term shall apply only following consumption of all available Float in the schedule for Interim Milestone Completion, Substantial Completion or Final Acceptance, as applicable). The lower case term "critical path" shall mean the sequence of activities on the Project Schedule that shows the shortest time path for completion of the Project.

DBE Performance Plan has the meaning set forth in Section 7.1.3 and Appendix 17.

DBE Regulations has the meaning set forth in Section 7.1.

DB-Related Entities means Design-Builder, Subcontractors, their employees, agents, representatives, shareholders, directors and officers and all other Persons for whom Design-Builder may be legally or contractually responsible.

DB Utility Work means the Work associated with Adjustment of Utilities, including (a) the Work described in Sections 6.3 through 6.10 of the Contract and Section 18 of the Technical Provisions, (b) any Betterments added to the scope of the DB Utility Work pursuant to Section 6.6 of the Contract, and (c) any Work to be performed by Design-Builder pursuant to Section 6.1 of the Contract with regard to acquisition of Utility Easements.

Department or NDOT means the Nevada Department of Transportation.

Department-Caused Delays means unavoidable delays, to the extent that they directly affect both a Critical Path and a Completion Deadline, arising from the following matters and no others: (a) Department-Directed Changes; (b) failure or inability of the Department to make the Department-Provided Property available as provided in Section 6.1.2 provided, however, that any inability of the Department to obtain a Permission to Construct shall not be treated as a Department-Caused Delay but shall instead be subject to a Department-initiated Change Order to deduct any Work required to be performed on the property for which the Permission to Construct was required, in accordance with Section 6.1.2; (c) failure by the Department to obtain a Department-Provided Approval prior to the later of (i) the date set forth in Section 7.2 of the Technical Provisions; and (ii) the late date for start of Work requiring such approval set forth on the approved Project Schedule, provided, however, that any delays in the Department obtaining final Construction and Maintenance Agreements and Public Utility Commission approvals for a railroad crossing shall not be Department-Caused Delays but shall instead be treated as Force Majeure Events; (d) failure or inability of the Department to provide responses to proposed schedules, plans, Design Documents, Construction Documents and other submittals and matters for which affirmative response by the Department is required, within the time periods indicated in the

Contract Documents; (e) uncovering, removing and restoring Work, to the extent provided in Section 5.5.3; (f) Necessary Basic Configuration Changes; and (g) Changes in Law to the extent provided in Section 13.9.5. Department-Caused delays exclude Utility Delays and any events that are due to an act, omission, negligence, fraud, recklessness, intentional misconduct, or breach of contract, Governmental Rules or Governmental Approvals by any of the DB-Related Entities, and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by any DB-Related Entity.

Department-Directed Changes means any changes in the Work (including changes in the Project Standards or other standards applicable to the Work) which the Department has directed Design-Builder to perform as described in Section 13.1, and (a) any orders to suspend for convenience exceeding more than an aggregate total of 48 hours of Work, otherwise scheduled by Design-Builder pursuant to the most recent summary of planned Construction Work activities provided in accordance with Section 4.6 of the Technical Provisions, for all such orders to suspend for convenience pursuant to Section 14.1 and (b) any orders to accommodate the addition to or change in Special Events which additions or changes exceed, in the aggregate, three additional days.

Department-Initiated VECP has the meaning set forth in Section 22.1.

Department-Provided Approvals means the Governmental Approvals for the Project obtained by the Department as of the Setting Date as specifically listed and identified as such in Appendix 2. Refer also to Section 6.12.3.

Department-Provided Property means (a) the property within the Planned ROW Limits, (b) all temporary easements identified on the ROW Plans as property that will be acquired by or on behalf of the Department, and (c) all Permissions to Construct.

Department Utility Construction Manager has the meaning set forth in Section 18.2.1 of the Technical Provisions.

Department's Disadvantaged Business Enterprise (DBE) Special Provisions means the program and requirements set forth in Appendix 3.

Department's Project Infrastructure has the meaning set forth in Section 1.1.1 of the Technical Provisions.

Department's Project Manager means the individual designated by the Department to manage the Project.

Department's Standard Plans means the Standard Plans for Road and Bridge Construction (Nevada Department of Transportation; Carson City, Nevada; 2010), unless expressly stated otherwise in the Contract Documents.

Department's Standard Specifications means the Standard Specifications for Road and Bridge Construction (Nevada Department of Transportation; Carson City, Nevada;

2014), and as amended by the requirements set forth in Attachment 26-1 of the Technical Provisions.

Deputy Project Manager has the meaning set forth in Section 1.6.3 of the Technical Provisions. The Deputy Project Manager is one of the Key Personnel listed in Appendix 7.

Design-Builder means the Person identified as Design-Builder on Page 1 of the Contract.

Design-Builder Default has the meaning set forth in Section 16.1.1.

Design-Builder Releases of Hazardous Materials means (a) Release(s) of Hazardous Material attributable to the actions, omissions, negligence, willful misconduct, or breach of applicable Governmental Rules or contract by any DB-Related Entity, provided that the removal of Hazardous Materials by Design-Builder or a DB-Related Entity in accordance with the requirements of the Contract Documents shall not be a “Design-Builder Release of Hazardous Material”; (b) Release(s) of Hazardous Materials arranged to be brought onto the Site or elsewhere by any DB-Related Entity; regardless of cause, or (c) use, containment, storage, management, handling, transport and disposal of any Hazardous Materials by any DB-Related Entity in violation of the requirements of the Contract Documents or any applicable Governmental Rule or Governmental Approval.

Design-Builder Utility Agreement has the meaning set forth in Section 18.1.2 of the Technical Provisions.

Design-Builder’s Utility Conflict Matrix means the deliverable to be provided by Design-Builder as set forth in Section 6.4.1.

Design Documents means all drawings (including plans, elevations, sections, details and diagrams), specifications, reports, calculations, records and submittals necessary for design of the Project in accordance with the Contract Documents, following approval thereof by the Department and others as required by the Contract Documents.

Design Quality Management Plan or DQMP means the plan described in Attachment 02-2 of the Technical Provisions.

Design Quality Manager or DQM has the meaning set forth in Section 3.2.4 of the Technical Provisions.

Design Review means any of the reviews of the Design Documents by the Department or its representatives, as described in Section 3.9 of the Technical Provisions.

Design Review Plan and Schedule has the meaning set forth in Section 3.7 of the Technical Provisions, and which is a Submittal described at Table 25-1 of the Technical Provisions.

Design Work means all Work of design, engineering, survey, geotechnical, architecture, landscape architecture, and aesthetics for the Project, Project Right of Way acquisition or Utility Adjustments.

Design Workshop has the meaning set forth in Section 3.16 of the Technical Provisions.

Designer means the design consulting firm(s) with primary responsibility for the design of the Work.

Deviation means any change, deviation, modification or alteration from the requirements of the Contract Documents (including deviations from the Technical Provisions and standards referenced in the Contract Documents). For purposes of this definition, “Deviation” includes design exceptions.

Differing Site Condition means discovery of (a) actual subsurface or latent physical conditions at the boring holes identified in the Geotechnical Data Report that differ materially from the conditions indicated at such boring holes in the Geotechnical Data Report (for avoidance of doubt, encountering conditions outside the actual boring holes that differ from conditions indicated at such boring holes is not a Differing Site Condition), or (b) actual subsurface physical conditions within the Department-Provided Property, including Additional Properties required due to Department-Directed Changes but excluding any other Additional Properties, of an unusual nature, differing materially from those ordinarily encountered in the area and generally recognized as inherent in the work of the character provided for in the Contract, provided, however, in all cases, that Design-Builder had no actual or constructive knowledge of such conditions as of the Proposal Date and such conditions would not have become known to Design-Builder by undertaking Reasonable Investigation prior to the Proposal Date. The term “Differing Site Condition” specifically excludes Utilities, Hazardous Materials and any differences in groundwater depth from the depths noted in the Reference Information Documents or otherwise. The term “Differing Site Condition” specifically includes:

- (i) the discovery at, near or on the Site of any archaeological, paleontological, biological or cultural resource; provided that the existence of such resource was not disclosed in the RFP Documents, was not otherwise known to Design-Builder prior to the Proposal Date and would not have become known to Design-Builder by undertaking Reasonable Investigation prior to the Proposal Date; and
- (ii) the discovery at, near or on the Site of any species listed as threatened or endangered under the federal or State Endangered Species Act or such species’ designated critical habitat, except to the extent that the Department-Provided Approvals provide for mitigation measures to be undertaken with respect thereto (regardless of whether the species is listed as threatened or endangered as of the Proposal Date), and also subject to the risk allocation provisions contained in Section 6.12 (relating

to Design-Builder's obligation to obtain environmental approvals under certain circumstances).

Directive Letter means a letter issued by the Department pursuant to Section 13.1.1.2.

Disadvantaged Business Enterprise has the meaning set forth in Appendix 3.

Dispute means a disagreement between the parties as to the merits, amounts, or remedy arising out of an issue in controversy, including a disagreement regarding a Claim.

Dispute Resolution Procedures means the procedures for resolving Disputes set forth in Section 19.

Disputes Review Team or DRT has the meaning set forth in Section 19.2.4.

Disputes Review Team Controlling Document has the meaning set forth in Section 19.2.4.1(e).

Disputes Review Team Report or DRT Report has the meaning set forth in Section 8.7 of Appendix 10.

Draft Environmental Impact Statement or DEIS means the certain document titled "Environmental Impact Statement and Section 4(f) Evaluation Study, I-15 Corridor Improvements and Local Arterial Improvements, Project Neon," signed by the Federal Highway Administration on September 9, 2009.

Drainage Design Report means report(s) prepared by Design-Builder documenting results of the drainage design as described in Section 8.5.1 of the Technical Provisions.

Effective Date means the Contract Date or such other date as shall be mutually agreed upon in writing by the Department and Design-Builder.

Electronic Document Management System means Design-Builder's computerized system for the Project document and records management established pursuant to Section 1.6.2 of the Technical Provisions.

Emergency Plan means Design-Builder's plan for emergency prevention, response and services, as part of the Project Management Plan, and which is a Submittal described in Table 25-1 of the Technical Provisions.

Environment means air, soils, submerged lands, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, biological resources, including endangered, threatened and sensitive species, natural systems, including ecosystems, and historic, archeological and paleontological resources.

Environmental Approvals means all Governmental Approvals arising from or required by any Environmental Law in connection with development of the Project as applicable to the Project, including the NEPA Documents.

Environmental Compliance and Mitigation Plan or ECMP means the plan described in Section 7.3.2 of the Technical Provisions.

Environmental Compliance Manager means the individual retained or employed by Design-Builder who has the authority and responsibility for monitoring, documenting and reporting environmental compliance for the Work as more particularly described in Section 7.3.4 of the Technical Provisions. The Environmental Compliance Manager is one of the Key Personnel listed in Appendix 7.

Environmental Laws means any Governmental Rule applicable to the Project or the Work requiring consideration of environmental impacts or addressing, regulating or imposing liability, actions or standards of conduct that pertains to the Environment, Hazardous Materials, contamination of any type whatsoever, or environmental health and safety matters, and any lawful requirements and standards that pertain to the Environment, Hazardous Materials, contamination of any type whatsoever, or environmental health and safety matters, set forth in any permits, licenses, approvals, plans, rules, regulations ordinances or other Governmental Approvals adopted, or other criteria and guidelines promulgated, pursuant to Governmental Rules applicable to the Project or the Work, as such have been or are amended, modified, or supplemented from time to time (including any present and future amendments thereto and reauthorizations thereof) including those relating to:

- (a) The manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport or handling of Hazardous Materials;
- (b) Air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;
- (c) Releases of Hazardous Materials;
- (d) Protection of wildlife, endangered, threatened, and sensitive species and /or designated critical habitat, wetlands, water courses and water bodies, historical, archeological, and paleontological resources, and natural resources;
- (e) The operation and closure of underground or aboveground storage tanks;
- (f) Health and safety of employees and other persons with respect to Hazardous Materials; and
- (g) Notification, documentation and record keeping requirements relating to the foregoing.

Without limiting the above, the term "Environmental Laws" shall also include the following (all as amended):

- (i) The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*), as amended;
- (ii) The Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*), as amended ("CERCLA");
- (iii) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 *et seq.*), as may be further amended;
- (iv) The Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 *et seq.*), as amended;
- (v) The Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), as amended;
- (vi) The Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*);
- (vii) The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), as amended ("RCRA");
- (viii) The Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), as amended;
- (ix) The Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), as amended;
- (x) The Oil Pollution Act (33 U.S.C. §§ 2701, *et seq.*), as amended;
- (xi) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 *et seq.*), as amended;
- (xii) The Federal Safe Drinking Water Act (42 U.S.C. §§ 300 *et seq.*), as amended;
- (xiii) The Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 *et seq.*), as amended;
- (xiv) The Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*), as amended;
- (xv) The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*), as amended;
- (xvi) The Fish and Wildlife Coordination Act (16 U.S.C. §§ 661 *et seq.*), as amended;

- (xvii) The National Historic Preservation Act (16 U.S.C. § 470 *et seq.*), as amended;
- (xviii) The Bald and Golden Eagle Protection Act (16 U.S.C. §§ 688 *et seq.*), as amended;
- (xix) The Migratory Bird Treaty Act (16 U.S.C. §§ 703 *et seq.*), as amended;
- (xx) The Marine Mammal Protection Act, (16 U.S.C. §§ 1361 *et seq.*) as amended;
- (xxi) The Surface Mining Control and Reclamation Act, 30 U.S.C. § 1201 *et seq.*), as amended;
- (xxii) Nevada Statutes, Title 46, Water, Air, Energy, and Environmental Conservation, as amended; and
- (xxiii) Section 4(f) of the U.S. Department of Transportation Act, 49 U.S.C. § 303(c), as amended.

Environmental Management System or EMS has the meaning set forth in Section 7.3.1 of the Technical Provisions.

Environmental Quality Management Plan or EQMP has the meaning set forth in Section 7.3.3 and Attachment 02-5 to the Technical Provisions.

Error means an error, omission, inconsistency, inaccuracy, deficiency or other defect.

Erosion and Sediment Control Plan has the meaning set forth in Section 8.4.2.1 of the Technical Provisions.

Escrow Agent means the individual or entity designated in the RFP Documents who is authorized to act as the escrow holder with respect to the Escrowed Proposal Documents.

Escrowed Proposal Documents has the meaning set forth in Section 21.1.

Event of Default has the meaning set forth in Section 16.2.1.

Existing Utility Property Interest means any right, title or interest in real property (e.g., a fee or an easement) claimed by a Utility Owner as the source of its right to maintain an existing Utility in such real property, which is compensable in eminent domain.

Extra Maintenance Work means the work that is described in Section 20.6 of the Technical Provisions.

Failure to Open Lanes has the meaning set forth in Section 17.2.

Federal OJT Participation Goal has the meaning set forth in Section 7.8.

Federal Requirements means the provisions required to be part of federal-aid construction contracts, including the provisions set forth in Appendix 13.

Final Acceptance means acceptance of the Project by the Department as evidenced by issuance of a Certificate of Final Acceptance in accordance with Section 20.3.

Final Acceptance Date means the date on which Final Acceptance occurs.

Final Acceptance Deadline has the meaning set forth in Section 4.2.2.

Final CPM Schedule means the Submittal described in Attachment 01-4 and Section 1.6.1.1.5 of the Technical Provisions.

Final Design means, depending on the context: (a) the Final Design Documents, which is a Submittal described in Table 25-1 of the Technical Provisions, (b) the design concepts set forth in the Final Design Documents or (c) the process of development of the Final Design Documents, in either case.

Final Design Documents means the complete final construction drawings, including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams, specifications, reports, studies, calculations, electronic files, records and submittals, necessary or related to construction of the Project or any portion thereof and any Utility/ies included in the Design Work or the Construction Work.

Final Environmental Impact Statement or FEIS means the certain "Environmental Impact Statement and Section 4(f) Evaluation Study, I-15 Corridor Improvements and Local Arterial Improvements, Project Neon," signed by the Federal Highway Administration on October 21, 2010.

Final Geotechnical Report has the meaning set forth in Section 13.5.4.1 of the Technical Provisions.

Final Payment means payment by the Department of the final installment of the Contract Price, but excluding Retainage and payment for Plant Establishment Work.

Flagman means a qualified employee of the Railroad providing protection from Railroad operations per Railroad requirements.

Float generally means the difference between early completion times and late completion times for activities as shown on the Project Schedule, and shall include any float contained within an activity as well as any period containing an artificial activity (that is, one which is not encompassed within the meaning of the word "Work").

Force Majeure Event means any of the events listed in clauses (a) through (j) below, subject to the exclusions listed in clauses (i) through (vii) below, which materially and adversely directly affects Design-Builder's obligations, provided such events are beyond the control of the DB-Related Entities and are not due to an act, omission, negligence, fraud, recklessness, intentional misconduct, or breach of contract, Governmental Rules

or Governmental Approvals by any of the DB-Related Entities, and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by any DB-Related Entity:

- (a) (i) Any floods (100-year or greater) within one mile of the Project; (ii) any tornados (F-3 or more severe) within one mile of the Project; (iii) any hurricane, fire, lightning; and (iv) any earthquake exceeding 3.5 on the Richter scale and epicentered within 25 miles of the specific location of damage on the Site; exceeding 5.0 on the Richter scale and epicentered within 50 miles from the specific location of damage on the Site; or exceeding 6.5 on the Richter scale and epicentered within 75 miles from the specific location of damage on the Site; in all cases based on the final determination regarding the location and magnitude of the earthquake published by the National Earthquake Information Center in Golden, Colorado and in the case of each of the foregoing, to the extent that actual physical damage occurs to the site
- (b) Any epidemic in the Clark County, Nevada area;
- (c) Any blockade, rebellion, war, riot, act of sabotage or civil commotion that causes direct physical damage to the Project;
- (d) Any major new State or federal environmental approval necessitated by the discovery at, near or on the Planned ROW Limits of any archaeological, paleontological or cultural resources provided that the existence of such resources or substances was not disclosed in, or ascertainable from, the RFP Documents, was not otherwise known to Design-Builder prior to the Effective Date and would not have become known to Design-Builder by undertaking Reasonable Investigation prior to the Proposal Date;
- (e) Any major new State or federal environmental approval necessitated by the discovery at, near or on the Planned ROW Limits of any species listed as a threatened or endangered species (regardless of whether the species is listed as threatened or endangered as of the Proposal Date), provided that the presence of such species was not disclosed in, or ascertainable from, the RFP Documents, was not otherwise known to Design-Builder prior to the Proposal Date and would not have become known to Design-Builder by undertaking Reasonable Investigation prior to the Proposal Date;
- (f) Issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of a material portion of the Work;
- (g) The suspension, termination, interruption, denial or failure to obtain or non-renewal of any Department-Provided Approval, except to the extent that such suspension, termination, interruption, denial or failure to obtain

or non-renewal arises from failure by any DB-Related Entity to locate or design the Project or carry out the Work in accordance with the Department-Provided Approvals or other Governmental Approval;

- (h) The addition of any new condition or requirement in the NEPA Documents, subject to the limitations and conditions described in Section 6.12;
- (i) The failure or inability of the Department to obtain a final Construction & Maintenance Agreement prior to the later of (i) 365 days after the Department's receipt from Design-Builder of the Railroad-approved Construction Documents needed for that agreement in accordance with Section 17 of the Technical Provisions and (ii) the late date for start of Work requiring such final agreement set forth on the approved Project Schedule, subject to the limitations and conditions appearing in Section 13.9.3; and
- (j) Delays in obtaining Major Environmental Approvals by the applicable Major Environmental Deadline, subject to the limitations and conditions appearing in Section 6.12.6.

The term "Force Majeure Event" shall be limited to the matters listed above and specifically excludes from its definition the following matters which might otherwise be considered a force majeure event:

- (i) any physical destruction or damage, or delays to the Project which occur by action of the elements, including explosion, drought, rain, flood, snow, or storm, except as specified in clause (a) above;
- (ii) except as provided in clause (c) above, malicious or other acts intended to cause loss or damage or other similar occurrence, including vandalism or theft;
- (iii) any strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence;
- (iv) the suspension, termination, interruption, denial, failure to obtain, non-renewal or change in any requirements of any Governmental Approval, except for any such matter falling within the scope of clause (e), (g), (h), or (i) above;
- (v) any increased costs or delays related to Utility Adjustments or failure to obtain any approval, work or other action from a Utility Owner, except to the extent directly due to any of the matters listed in clauses (a) through (j) above;
- (vi) the presence at, near or on the Site, of any Hazardous Material, including substances disclosed in the Reference Information Documents as well as

any substances contained in any structure required to be demolished in whole or in part or relocated as part of the Work; and

- (vii) any matters not caused by the Department or beyond the control of the Department or any other matter not listed in clauses (a) through (j) above.

Full ATM System has the meaning as set forth in Section 19.5.2.2 of the Technical Provisions.

Full ITS System has the meaning set forth in Section 19.1.

Full ITS System Acceptance means successful completion of the Full ITS System acceptance test and acceptance by the Department of the submitted test results, as described in Section 19.2 of the Technical Provisions.

Future Improvement Phases means the future improvements proposed by the Department and the City of Las Vegas, as described in Section 1.2.2 (Future Improvement Phases), Section 9.3.2.3 (I-15 Freeway Future Improvements), and Section 9.3.4.1 (Local Future Improvements) of the Technical Provisions.

Geotechnical Data Report means the report dated May 2014 included among the Reference Information Documents.

Geotechnical Design Planning Memorandum has the meaning set forth in Section 13.3.2.1 of the Technical Provisions.

Geotechnical Subsurface Exploration Planning Memorandum has the meaning set forth in Section 13.3.1.2 of the Technical Provisions.

Good Industry Practice means the exercise of the degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, or contractor that (a) is engaged in the same type of undertaking under circumstances and conditions similar to those within the same geographic areas as the Project and (b) seeks in good faith to comply with its contractual obligations, in conformance with (i) all professional engineering principles and construction practices generally accepted as standards of the industry in the State and (ii) all applicable Governmental Rules and Governmental Approvals.

Governmental Approval means any permit, license, consent, concession, grant, franchise, authorization, waiver, certification, exemption, filing, lease, registration or ruling, variance or other approval, guidance, protocol, mitigation agreement, agreement or memoranda of agreement/understanding, and any revision, modification, amendment, supplement, renewal or extension of any of the foregoing, required by or with any Governmental Entity in order to perform the Work or any Adjustment work being performed by a Utility Owner, but excluding (a) any such approvals relating to the work to be performed by other contractors as specifically described in the Contract Documents and (b) any such approvals required by or with a Governmental Entity in its capacity as a Utility Owner. Governmental Approvals include Environmental Approvals.

Governmental Entity means any federal, state, local or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Department.

Governmental Rule means any statute, law, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, guideline, policy requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to the Work, the Project, the Site or any Utility Adjustment work being performed by a Utility Owner, whether now or hereafter in effect.

Grand Central Parkway Interim Milestone Completion shall have the meaning set forth in Section 1.1.6 of the Technical Provisions.

Guaranteed Obligations has the meaning set forth in the Guaranty.

Guarantor means each Person providing a Guaranty as described in Section 8.3.

Guaranty means each guaranty executed by a Guarantor guaranteeing some or all of the obligations of Design-Builder under the Contract Documents.

Hazardous Materials means any element, chemical, compound, mixture, substance, product, waste or other material, whether solid, liquid or gaseous, which is or becomes defined, listed, classified, regulated, or addressed in any way under any Environmental Laws, or any other substances or conditions (including mold and other mycotoxins, fungi or fecal matter) which may create any unsafe or hazardous condition or pose any threat or harm to the environment or human health and safety. "Hazardous Materials" includes the following:

- (a) Any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any Environmental Law or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court;
- (b) Hazardous waste, hazardous materials, hazardous substances, hazardous constituents, and toxic substances, ignitable, corrosive and reactive substances or related materials, whether solid, liquid or gas, including substances defined as or included in the definition of "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "radioactive materials," "bio-hazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," "toxic waste," "toxic material," or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity,

carcinogenicity, toxicity, reproductive toxicity, "TCLP toxicity" or "EP toxicity" or words of similar import) under any applicable Environmental Law;

- (c) Any petroleum or crude oil and any fraction thereof, including any refined petroleum product or any additive thereto or fraction thereof, and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto, but excluding petroleum and petroleum products contained within regularly operated motor vehicles;
- (d) Any solvent, solvent waste, including any refined solvent product, and any waste solvent or waste solvent byproduct, including any additive, byproduct or fraction of any of the foregoing;
- (e) Any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources;
- (f) Any flammable substances or explosives, including unexploded ordnance;
- (g) Any radioactive materials;
- (h) Any asbestos or asbestos-containing materials in structures and or other improvements on or in the Site (other than mineral asbestos naturally occurring in the ground);
- (i) Silica;
- (j) Any lead, cadmium, or lead-based paint or any other heavy metal-based paint or material, or any metal listed in or regulated by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*);
- (k) Any radon or radon gas;
- (l) Any methane gas or similar or regulated gaseous materials;
- (m) Any urea formaldehyde foam insulation;
- (n) Electrical equipment and components which contain any oil or dielectric fluid containing polychlorinated biphenyls;
- (o) Pesticides, herbicides or fungicides;
- (p) Any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Entity or which may or could pose a hazard to the health and safety of any humans in the vicinity of the Project or to the environment; and

- (q) Soil, surface water or groundwater containing any of the Hazardous Materials as defined above.

Hazardous Materials Management means sampling, characterization, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, collection, containment, clean-up, remediation, transportation, management in place and/or off-Site disposal of Hazardous Materials, whichever is the most technically appropriate and cost-effective approach authorized under applicable Governmental Rules, using Good Industry Practice.

Hazardous Materials Management Plan or HMMP means Design-Builder's plan for Hazardous Materials Management both within and outside the Project Right of Way during construction of the Project and Utility Adjustments included in the Construction Work, as more particularly set forth in Section 7.8.1 of the Technical Provisions, and which is a Submittal described in Table 25-1 of the Technical Provisions.

I-15 Freeway Future Improvements shall have the meaning set forth in Sections 1.2.2 and 9.3.2.3 of the Technical Provisions.

I-15 Interim Milestone Completion shall have the meaning set forth in Section 1.1.6 of the Technical Provisions.

Incentive Payment shall have the meaning set forth in Section 1 of Appendix 23.

Incident means a localized disruption to the free flow of traffic or safety of users of the Project.

Incident Management Plan means Design-Builder's plan for detection and response to Incidents, as part of the PMP, as described in Section 6.3.8 of the Technical Provisions, and which is a Submittal described in Table 25-1 of the Technical Provisions.

Incidental Utility Work means, for all Utilities, all of the following work necessary for construction of the Project, including any necessary coordination with Utility Owners and property owners, furnishing design, performing construction, and obtaining and complying with all required Governmental Approvals:

- (a) Service Line Adjustments;
- (b) The adjustment of Utility appurtenances (e.g., manholes, valve boxes, and vaults) for line and grade upon completion of roadway work;
- (c) Protection in Place of Utilities;
- (d) All work necessary to remove and dispose of any Utilities (whether or not in use as of the Proposal Date) in situations for which leaving the Utilities in place is not feasible or not permitted, or is required in order to accommodate or permit construction of the Project, regardless of whether

replacements for such Utilities are being or have been installed in other locations;

- (e) All work necessary to abandon in place any Utility in accordance with applicable Governmental Rules and proper Utility Owner and/or industry procedures (e.g., flushing, capping, slurry backfill, etc.) regardless of whether replacements for such Utilities are being or have been installed in other locations;
- (f) Traffic control for Utility Adjustment work;
- (g) Resurfacing and re-striping of streets; reconstruction of curbs, gutters and sidewalks; reinstallation of signage; and reinstallation or replacement of traffic signals;
- (h) Potholing, electronic detection, surveying and any other methods used to determine Utility locations and other material information concerning Utilities.
- (i) Temporary Adjustments;
- (j) Purchases and installations of Conduits for Utility Adjustments; and
- (k) Earthwork trenching requested by a Utility Owner.

Indemnified Claim has the meaning set forth in Section 18.1.1.

Indemnified Parties has the meaning set forth in Section 18.1.1.

Inspection and Testing Plan has the meaning set forth in Section 4.2.2 of the Technical Provisions.

Instructions to Proposers means the RFP Document entitled “Instructions to Proposers” issued by the Department on March 9, 2015, as amended.

Intellectual Property means all current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, plant varieties, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Project, Project design data or Project traffic data. Intellectual Property includes toll-setting and traffic management algorithms, and software used in connection with the Project (including software used for management of traffic on the Project), and Source Code. Intellectual Property is distinguished from physical construction and equipment itself and from drawings, plans, specifications, layouts, depictions, manuals and other documentation that disclose Intellectual Property.

Interim Design Memorandum has the meaning set forth in Section 13.3.3 of the Technical Provisions.

Interim Milestone(s) has the meaning set forth in Section 1.1.6 of the Technical Provisions.

Interim Milestone Completion has the meaning set forth in Section 1.1.6 of the Technical Provisions.

Interim Milestone Completion Duration means, for each of the Interim Milestones set forth in Section 1.1.6 of the Technical Provisions, the duration beginning as of the initial Permitted Construction Closure for each Interim Milestone pursuant to Section 12.4.3.2 of the Technical Provisions and ending with the number of days set forth in Appendix 23.

Interim Milestone Completion Incentive Payment(s) has the meaning set forth in Section 2 of Appendix 23.

Interim Milestone Completion Late Charges has the meaning set forth in Section 17.3 and Section 3 of Appendix 23.

Interim Milestone Traffic Opening has the meaning set forth in Section 1.1.6.1 of the Technical Provisions.

Invoice Certificate means the certificate to be provided with each invoice in the form included in Appendix 9.

Issue Resolution Ladder has the meaning set forth in Section 19.2.3.

Key Person or Key Personnel means those individuals appointed by Design-Builder and approved by the Department from time to time to fill the “Key Personnel” positions identified in Section 1.6.3 of the Technical Provisions. The specific individuals appointed by Design-Builder and approved by the Department to initially fill certain of the Key Personnel positions are identified in Appendix 7.

Known or Suspected Hazardous Materials means Hazardous Materials and Recognized Environmental Conditions that are known or reasonably suspected to exist as of the Setting Date from information or analysis contained in or referenced in the Reference Information Documents, including any of the phase 1 environmental site assessments and reports contained in the Reference Information Documents as of the Setting Date and would not have become known to Design-Builder by undertaking Reasonable Investigation prior to the Proposal Date. Known or Suspected Hazardous Materials include Hazardous Materials and Recognized Environmental Conditions arising in or from any of the Hazardous Materials sites listed in the NEPA Documents and Section 7.8 of the Technical Provisions.

Landscape Architect has the meaning set forth in Section 1.6.4.5 of the Technical Provisions.

Landscape and Aesthetics (L&A) Construction Manager has the meaning set forth in Section 1.6.4.7 of the Technical Provisions.

Landscape and Aesthetics (L&A) Requirements has the meaning set forth in Attachment 05-1 to the Technical Provisions.

Landscape and Aesthetics (L&A) Work has the meaning set forth in Section 5 of the Technical Provisions.

Lead Engineer has the meaning set forth in Section 3.2.2 of the Technical Provisions. The Lead Engineer is one of the Key Personnel listed in Appendix 7.

Lien means any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement under the Uniform Commercial Code of any jurisdiction).

Liquidated Damages has the meaning set forth in Section 17.1.

Listed Subcontractors has the meaning set forth in Section 7.2.1.

Local Agencies means the City of Las Vegas.

Local Future Improvements means local roadway and associated infrastructure improvements, as described in Sections 1.2.2 and 9.3.4.1 of the Technical Provisions. These City of Las Vegas future improvements are included as part of the Project's NEPA Documents.

Local Agency Project Infrastructure has the meaning set forth in Section 1.1.2 of the Technical Provisions.

Locally Operated ITS Infrastructure has the meaning set forth in Section 1.1.3 of the Technical Provisions.

Losses means any loss, damage, injury, liability, obligation, cost, response cost, expense (including attorneys', accountants' and expert witnesses' fees and expenses (including those incurred in connection with the enforcement of any indemnity or other provision of the Contract Documents)), fee, charge, judgment, penalty, fine or Third Party Claims. Losses include injury to or death of persons, damage or loss of property, harm or damage to natural resources, and loss of or damage to valuable papers and records.

Maintenance Work Plan means the plan to be provided by Design-Builder and approved by the Department as described in Section 20.2 of the Technical Provisions.

Major Environmental Approval means those Governmental Approvals identified in Attachment 07-1 to the Technical Provisions that are not Department-Provided Approvals.

Major Environmental Approval Deadline means the end of the expected time necessary to secure each of the Major Environmental Approvals as set forth in Attachment 07-1 to the Technical Provisions.

Major Subcontractor means any Subcontractor that is a party to a Major Subcontract.

Major Subcontract means any Subcontract or combination of Subcontracts with a single Subcontractor for construction of the Project or for special fabrication and installation of a portion of the Work with a price in excess of \$10 million.

Mitigation Planting Plan has the meaning set forth in Section 5.3.2 of the Technical Provisions, and which is a submittal described in Table 25-1 of the Technical Provisions.

NE-Ramp Interim Milestone Completion shall have the meaning set forth in Section 1.1.6 of the Technical Provisions.

Necessary Basic Configuration Change means a change in the Basic Configuration which is necessary to meet the requirements of the Contract Documents as the result of an Error in the Reference Design (with the understanding that a change shall be deemed "necessary" only if the Error creates a problem in which Design-Builder is unable to meet the requirements of the Contract Documents without a material change in the Basic Configuration).

NEPA Approval means the project report dated August, 10, 2012 and the Final Environmental Impact Statement/Report and Final Section 4(f) Evaluation and Record of Decision dated August 10, 2012 and October 23, 2012, respectively, for the Project, and all approved supplements and reevaluations thereof pertaining to the Project as of the Proposal Date.

NEPA Documents means each document issued by FHWA pursuant to NEPA for the Project, including the NEPA Approval, the Draft Environmental Impact Statement, Final Environmental Impact Statement, any Record of Decision entered in respect thereof, and all approved supplements and reevaluations pertaining to the Project as of the Effective Date.

New Approval means any of the following: (a) a new Governmental Approval of the same type as the Department-Provided Approvals; and (b) a revision, modification, or amendment to one or more of the Department-Provided Approvals.

New Utility shall mean any Utility constructed or installed as a result of the Project for the purpose of providing service to the Project, either directly or indirectly.

Nonconformance Report means a report issued by either the Department or Design-Builder pursuant to Section 2.2.7 of the Technical Provisions.

Nonconforming Work means Work that does not conform to (and does not exceed) the requirements of the Contract Documents, the Governmental Approvals, applicable Governmental Rules, the Design Documents or the Construction Documents.

Non-USA-Mapped Utility means a Utility owned or operated by a Utility Owner that is not a member of USA North 811.

Notice of Partial Termination for Convenience means written notice issued by the Department to Design-Builder terminating part of the Work of Design-Builder for convenience.

Notice of Termination for Convenience means written notice issued by the Department to Design-Builder terminating the Work of Design-Builder for convenience.

Notice to Proceed means the written authorization issued by the Department that permits Design-Builder to proceed with the Work.

Noxious Weed Control Plan has the meaning set forth in Section 5.4.4 of the Technical Provisions and is a Submittal as described at Table 25-1 of the Technical Provisions.

NTP1 means a written notice issued by the Department to Design-Builder authorizing Design-Builder to proceed with the portion of the Work described in Section 4.1.2.

NTP1 Mobilization has the meaning set forth in Section 1.1.5 of the Technical Provisions.

NTP2 means a written notice issued by the Department to Design-Builder pursuant to Section 4.1.3 authorizing Design-Builder to proceed with the remaining Work and other activities pertaining to the Project.

Off-Peak Period means any period of time between the end of a Peak Period and the start of the subsequent Peak Period.

Open Book Basis means providing the Department all underlying assumptions, price quotes and data associated with pricing or compensation (whether of Design-Builder or the Department) or adjustments thereto, including assumptions as to costs of the Work, schedule, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, and other items reasonably required by the Department to satisfy itself as to the reasonableness of the amount.

Overhead Structure means a roadway, trail, or pedestrian structure over the Railroad right-of-way.

Partnering Charter has the meaning set forth in Section 19.1.3.2.

Party means Design-Builder or the Department, as the context may require, and “Parties” shall mean Design-Builder and the Department, collectively.

Payment Bond means the Payment Bond described in Section 8.1.2.

Peak Period means:

- (a) Monday through Thursday, beginning at 6:00 AM and ending at 7:00 PM
- (b) Friday, beginning at 6:00 am and ending at 8:00 PM
- (c) Saturday and Sunday, beginning at 8:00 AM and ending at 10:00 PM

Performance Bond means the Performance Bond described in Section 8.1.1.

Permission to Construct shall have the meaning set forth in Section 21.6 of the Technical Provisions.

Permitted Construction Closure means a permitted Construction Closure as defined in Sections 12.4.3.2, 12.4.3.3, 12.4.3.4, 12.4.3.5 and 12.4.4 of the Technical Provisions and Attachment 2 to Appendix 12.

Person means any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization or Governmental Entity.

Planned ROW Limits means the boundaries of the real property that the Department intends to make available for permanent improvements included in the Project, as shown on the R/W Plans included in the Reference Information Documents. Design-Builder’s use of the Planned ROW Limits is subject to the conditions set forth in the Contract Documents, including Section 21 of the Technical Provisions.

Plans means (only where capitalized) the plans, profiles, typical cross-sections, standard drawings, working drawings, and supplemental drawings or exact reproductions thereof which show the location, character, dimensions, and details of the Work.

Plant Establishment has the meaning set forth in Section 10.2.1.2.

Plant Establishment Period means the period commencing with Final Acceptance and ending two years thereafter in accordance with Section 5.3.2 of the Technical Provisions.

Pre-Construction Configuration means the number of lanes currently available, as of the Setting Date, on the Department’s and Local Agency roadways, including auxiliary, ramps, and turn lanes. In addition, accesses, pedestrian facilities, and bike lanes are elements of the Pre-Construction Configuration. References to reductions in the

number of lanes associated with Construction Closures refer to reductions in the existing number of lanes in the Pre-Construction Configuration.

Preliminary Baseline Schedule means the preliminary schedule for the Project included in the Proposal.

Preliminary Landscape and Aesthetics (L&A) Plan means the plan that is to be prepared by Design-Builder as described in Section 5.3.1 of the Technical Provisions.

Preliminary Utility Work Package has the meaning set forth in Section 18 of the Technical Provisions.

Professional Services means all Work performed under the Contract other than Construction Work, including the following services and Work: (a) design and engineering; (b) public involvement; (c) surveying; (d) Utility relocation design; and (e) environmental permitting and compliance services.

Progress Meeting has the meaning set forth in Section 1.6.5.3.1 of the Technical Provisions.

Progress Report has the meaning set forth in Section 1.6.1.1.4 of the Technical Provisions, and which is a Submittal described at Table 25-1 of the Technical Provisions.

Project means the improvements to be designed and constructed by Design-Builder and all other Work to be provided by Design-Builder in accordance with the Contract Documents.

Project Baseline Schedule means the logic-based critical path schedule for all Work through Final Acceptance, as more particularly described in Attachment 01-4 to and Section 1.6.1.1.1 of the Technical Provisions, and which is a Submittal described in Table 25-1 of the Technical Provisions.

Project Management Plan or **PMP** means the document, including approved changes, additions and revisions, prepared by Design-Builder and approved by the Department describing quality assurance, quality control and other activities necessary to manage the development, design and construction of the Project, containing the Department-approved component parts, plans and documentation described in Section 1.5 of the Technical Provisions, and which is a Submittal described at Attachment 01-3 to the Technical Provisions.

Project Manager has the meaning set forth in Section 1.6.3 of the Technical Provisions. The Project Manager is one of the Key Personnel listed in Appendix 7.

Project Neon – Future Phase Preliminary Design means the preliminary design prepared by the Department for the Future Improvement Phases, which is included in the Reference Information Documents.

Project Neon – DB Special Provisions means Design-Builder’s specifications defining the materials and workmanship for performing the Construction Work to furnish and provide for a high quality, durable, and maintainable infrastructure with performance equal to or better than the Department’s Standard Specifications for the Department’s Project Infrastructure.

Project Neon – DB Standard Drawings has the meaning set forth in Section 26.5 of the Technical Provisions.

Project Office has the meaning set forth in Section 1.6.6 of the Technical Provisions.

Project ROW means the property within the Planned ROW Limits and the Additional Properties, but excluding therefrom any portion of the Planned ROW Limits eliminated from the Project by a Change Order.

Project-Specific Locations means areas in which Design-Builder proposes temporary Project-specific activities in connection with the Construction Work outside the Planned ROW Limits, such as construction work sites, temporary work areas, lay down areas, staging areas, storage areas, stockpiling areas, earth work material borrow sites, equipment parking areas, and similar areas.

Project Schedule means one or more, as applicable, of the logic-based critical path schedules (the Project Baseline Schedule, the Project Status Schedule, the Project recovery schedule, and the Final CPM Schedule) for all Work leading up to and including Substantial Completion and Final Acceptance, and for tracking the performance of such Work, as the same may be approved by the Department, revised and updated from time to time in accordance with Section 1.6.1 of the Technical Provisions.

Project Standards has the meaning set forth in Section 26 of the Technical Provisions.

Project Status Schedule has the meaning set forth in Section 1.6.1.1.2 of the Technical Provisions.

Proposal means the written offer of Design-Builder submitted in response to the Request for Proposals, as it may have been supplemented in accordance with Section 5.7 of the ITP.

Proposal Commitments has the meaning set forth in Appendix 12.

Proposal Date means August 21, 2015.

Proposal Price means the total price for performance of the Work set forth in the Proposal documents.

Proposed Disposition means, for each Utility, the determination (which may be preliminary or final, as the context may require) as to whether such facility will require any of the following: (a) removal, (b) abandonment, (c) Protection in Place,

(d) Adjustment, (e) is a proposed new Utility, or (f) will not be impacted by the Project in any significant way (i.e., “no impact”).

Proprietary Intellectual Property means Intellectual Property created, used, applied or reduced to practice in connection with the Project or the Work that derives commercial value from its protection as a trade secret under applicable Governmental Rules or from its protection under patent law.

Protection in Place or **Protect in Place** means any activity undertaken to avoid damaging a Utility which does not involve removing or Adjusting that Utility, including staking the location of a Utility, avoidance of a Utility’s location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. For example, temporarily lifting power lines without cutting them would be considered Protection in Place; whereas temporarily moving power lines to another location after cutting them would be considered a Temporary Adjustment. The term Protection in Place includes both temporary measures and permanent installations meeting the foregoing definition.

Protection Plan has the meaning set forth in Section 18.1.12 of the Technical Provisions, and which is a Submittal described at Table 25-1 of the Technical Provisions.

Public Involvement Plan or (PIP) has the meaning set forth in Section 6.5.1 of the Technical Provisions, and which is a Submittal described in Table 25-1 of the Technical Provisions.

Public Involvement Plan Manager means the person designated by the Department to oversee Design-Builder’s public information.

Public Records Law means NRS 239.001 et seq, as amended from time to time.

Punch List has the meaning set forth in Section 20.2.

Quality Assurance means all those planned and systematic actions necessary to provide adequate confidence that an item is in conformance with established requirements and will satisfy given needs. The activity of providing the evidence needed to establish confidence that quality functions are being performed adequately. Quality Assurance is a management tool.

Quality Audit Plan has the meaning set forth in Section 2.2.10.1 of the Technical Provisions.

Quality Control means those functions that provide a means to control and measure characteristics, as related to established system design requirements. It shall also mean the techniques and activities that sustain the quality of an item to satisfy given needs; also the use of such techniques and activities. Quality Control is a production tool.

Quality Management Plan has the meaning set forth in Section 2.1 of the Technical Provisions, and which is the Submittal described in Table 25-1 of the Technical Provisions.

Quality Management System or QMS has the meaning set forth in Section 2.1 of the Technical Provisions.

Quality Manager means the individual retained by Design-Builder as the Key Personnel position set forth in Appendix 7, as revised from time to time, with the authority and responsibility for ensuring establishment and maintenance of, and compliance with, the Design Quality Management Plan and Construction Quality Management Plan. The qualifications and requirements for the Quality Manager position are set forth in Sections 1.6.3 and 2.1.4.1 of the Technical Provisions.

Quality Manual has the meaning set forth in Section 2.1 of the Technical Provisions, and is the deliverable described in Table 25-1 of the Technical Provisions.

Quality System Procedures, or QSP, has the meaning set forth in Section 2.2.2.6 of the Technical Provisions.

Railroad refers to the Union Pacific Railroad (UPRR).

Railroad Guidelines refers to the *BNSF Railway – Union Pacific Railroad, Guidelines for Railroad Grade Separation Projects*, dated January 24, 2007 and other applicable Project Standards as set forth in Section 26 (*Standards and References*) of the Technical Provisions.

Railroad Local Representative means the individual designated by the Railroad as the primary point of contact for the Project.

Railroad Right-of-Entry Agreement means an agreement between the Railroad and Design-Builder (Contractor) allowing access to Railroad property.

Railroad Submittal Package has the meaning set forth in Section 17.4.1 of the Technical Provisions.

Reasonable Investigation means the following activities by appropriate, qualified professionals prior to the Setting Date:

- (a) Visit and visual, non-intrusive inspection of the Site and adjacent locations, except areas to which access rights have not been made available by the Setting Date;
- (b) Review and analysis of all Reference Information Documents;
- (c) Review and analysis of Department-Provided Approvals available prior to the Setting Date;
- (d) Reasonable inquiry with Utility Owners, including request for and review of Utility plans provided by Utility Owners;

- (e) Review and analysis of material Governmental Rules applicable to the Project or the Work as of the Setting Date; and
- (f) Other activities sufficient to familiarize Design-Builder with surface and subsurface conditions, including the presence of Utilities, Hazardous Materials, archeological, paleontological and cultural resources, and Threatened or Endangered Species, affecting the Site or surrounding locations;

except that none of the foregoing activities includes conducting field studies, geotechnical investigations, or original research of private records not contained or referenced in the Reference Information Documents or Technical Provisions.

Recognized Environmental Conditions has the meaning set forth in ASTM 1527-05.

Record Drawings means construction drawings and related documentation revised to show significant changes made to the Project during the construction process; usually based on marked-up Final Design Documents furnished by Design-Builder; also known as as-built plans. The Record Drawings are a Submittal described in Table 25-1 of the Technical Provisions.

Recovery Schedule means the schedule Design-Builder is required to provide under Section 4.5.

Reference Design means the preliminary schematic design illustrated in the Adobe Acrobat document file (pdf) listed in the Reference Information Documents as “Neon P3 Roadway Plans” (File Name: NEON_P3_RoadwayPlans_3-28-14.pdf) and for the Grand Central Industrial Connector (GCI), the Adobe Acrobat document file (pdf) listed in the Reference Information Documents as “30 Percent Plans Wyoming Ave to Western Schematic” (File Name: 11x17_GCI_REV_30_Submittal_Plans_WyomingAve_to_Western_Ave_3-5-15), sheets ST1, ST2, ST3, ST4, ST5, and ST6.

Reference Information Documents or RIDs means the documents and information provided on the Department’s Project website at the following link: <http://ndotprojectneon.com/documents.html>.

Registered Professional Engineer means a person who is duly licensed and registered by the State of Nevada to engage in the practice of engineering in the State where the work is being performed.

Release of Hazardous Materials means any spill, leak, emission, release, discharge, injection, escape, leaching, dumping or disposal of Hazardous Materials into the soil, air, water, groundwater or environment, including any exacerbation or disturbance of an existing release or condition involving Hazardous Materials, including off-site migration or deposition.

Released-for-Construction means the certification that is issued by the Lead Engineer when formally issuing final design documents for construction as described in Section 3.9.3 of the Technical Provisions.

Released-for-Construction Design means the Submittal described at Table 25-1 of the Technical Provisions.

Replacement Utility Property Interests means any permanent right, title or interest in real property outside of the Project ROW (e.g., a fee or an easement) which is acquired for a Utility being reinstalled in a new location as a part of the Utility Adjustment Work. The term specifically excludes any statutory right of occupancy or permit granted by a Governmental Entity for occupancy of its real property by a Utility.

Request for Change Order means a document submitted by Design-Builder in accordance with Section 13.3.2 requesting that a Change Order be issued.

Request for Information means a written request initiated by the Design-Builder or the Department detailing any need for clarification or information on a portion of the Work or the Contract.

Request for Proposals means the Request for Proposals regarding the Project issued by the Department on March 9, 2015, including all addenda thereto, and all attachments thereto.

Responsible Engineer has the meaning set forth in Sections 1.6.4.1 and 3.2.3 of the Technical Provisions.

Responsible Proposer Questionnaire means the RFP Document entitled "Responsible Bidder and Major Participant Questionnaire."

Retainage has the meaning set forth in Section 12.3.1.1.

Revised Preliminary Landscape and Aesthetics (L&A) Plan means the plan that shall be prepared by Design-Builder and is described in Section 5.3.1 of the Technical Provisions.

RFC Notice has the meaning set forth in Section 13.3.2.1.

RFP Documents means the documents issued as part of the RFP, including all addenda.

ROW Certification means written certification that all residential occupants have been relocated to decent, safe and sanitary housing, commercial and non-profit businesses and improvements have been relocated out of the Project ROW and that the portion of the ROW being certified, including Project-Specific Locations, was acquired in accordance with FHWA directives.

ROW Plans or R/W Plans means and consists of the right of way plans prepared for the Project contained in the Reference Information Documents as a ZIP file entitled “DB14 Right of Way CADD Files,” subject to Section 21.1 of the Technical Provisions, depicting the boundary lines shown therein of (a) the Planned ROW Limits and (b) any temporary easements included as part of the Department-Provided Property.

Safety Compliance Order means a written order or directive from the Department to Design-Builder to implement safety and health requirements described in Section 1.2.7 of the Technical Provisions. For purposes of clarity, a Safety Compliance Order may not be issued by the Department that effects a change to the Technical Provisions, Safety Standards or safety-related portions of the Work affected by a Change in Law.

Safety Manager has the meaning set forth in Section 1.6.3 of the Technical Provisions. The Safety Manager is one of the Key Personnel listed in Appendix 7.

Safety Plan means the safety plan for Design-Builder’s personnel and the general public that Design-Builder is to prepare and implement in accordance with Attachment 01-2 and Section 6.3.8 of the Technical Provisions, and which is a Submittal described in Table 25-1 of the Technical Provisions.

Safety Standards means those provisions of the Technical Provisions that the Department indicates that it, the Department, FHWA or AASHTO considers being important measures to protect public safety, worker safety or the safety of property. As a matter of clarification, provisions of Technical Provisions primarily directed at durability of materials or equipment, where the durability is primarily a matter of life cycle cost rather than protecting public or worker safety, are not Safety Standards.

Service Line (also referred to as a service lateral or lateral) means (a) any Utility line, the function of which is to directly connect the improvements on an individual property (e.g., a single family residence or an industrial warehouse) to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system, and (b) any cable or Conduit that supplies an active feed from a Utility Owner’s facilities to activate or energize a Local Agency’s lighting and electrical systems, traffic control systems, communication systems or irrigation systems. The term also includes any Utility on public or private property that services structures located on such property.

Setting Date means the date that is 45 days before the Proposal Date.

Site means the Project ROW together with those areas designated in writing by the Department for performance of the Work and such additional areas as may, from time to time, be designated in writing by the Department for Design-Builder’s use in performance of the Work. For purposes of insurance (subject to any notification and other requirements imposed by the insurer(s) for approval), indemnification, safety and security requirements, the prevailing wage requirements, and payment for use of equipment, the term “Site” shall also include (a) the field office sites, (b) any property used for bonded storage of material for the Project approved by the Department under

Section 12.3.3.1, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by Design-Builder or Subcontractors covered by the worker's compensation policy included in the insurance described in Section 9, but excluding any permanent locations of Design-Builder or such covered Subcontractors.

Source Code and **Source Code Documentation** means software written in programming languages, such as C and Fortran, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object or machine readable code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, architectural standards, and commentary, explanations and instructions for compiling, describing the data flows, data structures, and control logic of the software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the software without undue experimentation. Source Code and Source Code Documentation also include all modifications, additions, substitutions, updates, upgrades and corrections made to the foregoing items.

Special Events are listed in Table 6-2 of the Technical Provisions. For purposes of this definition, the events listed in Tables 6-3 and 6-4 of the Technical Provisions do not constitute Special Events.

Special Provisions means additions and revisions to the Department's Standard Specifications or the City of Las Vegas Standards. The use of these specific Special Provisions, as applicable, is set forth in the Technical Provisions.

Spill Prevention Plan means the Submittal listed in Attachment 1-03 of the Technical Provisions.

Stage 1 Design means the preliminary design information as defined by Design-Builder and described in Section 3.9.1 of the Technical Provisions, and which is a Submittal described in Table 25-1 of the Technical Provisions.

Stage 2 Design means pre-final design information as defined by Design-Builder and described in Section 3.9.2 of the Technical Provisions that is more complete than Stage 1 Design but not fully complete, and which is a Submittal described in Table 25-1 of the Technical Provisions.

State means the State of Nevada.

Statement of Qualifications means the Statement of Qualifications submitted by Proposer in response to the Department's Request for Qualifications issued on September 23, 2014.

Structures Construction Manager has the meaning set forth in Section 1.6.4.4 of the Technical Provisions.

Subcontract means an agreement between Design-Builder and one or more third parties providing for such third party to perform any part of the Work or provide any materials, equipment, labor or supplies for any part of the Work, or any such agreement between a Subcontractor and its lower tier Subcontractor or a Supplier and its lower tier Supplier, at any tier.

Subcontractor means any Person with whom Design-Builder has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier.

Subgrade Verification Document has the meaning set forth in Section 13.4.3.1 of the Technical Provisions.

Submittal means any package, document, work product or other written or electronic end product or item required under the Contract Documents to be delivered or submitted to the Department.

Substantial Completion means the occurrence of all of the events and satisfaction of all of the conditions for Substantial Completion set forth in Section 20.1.1, as and when confirmed by the Department's issuance of a Certificate of Substantial Completion.

Substantial Completion Date means the date on which Substantial Completion occurs.

Substantial Completion Deadline has the meaning set forth in Section 4.2.1.

Supplier means any Subcontractor that supplies machinery, equipment, materials or systems to Design-Builder or any Subcontractor in connection with the performance of the Work and that does not perform Work at the Site. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site shall not be deemed to be performing Work at the Site. The term "Supplier" includes fabricators and material dealers.

Surety means each properly licensed surety company, insurance company or other Person approved by the Department and authorized to do business in the State, which has issued the Payment Bond or the Performance Bond.

Technical Provisions means the Contract Documents identified as Technical Provisions.

Temporary Adjustment means (a) any interim relocation of a Utility (i.e. the installation, removal and disposal of the interim facility) pending installation of the permanent facility in the same or a new location, and (b) any removal and reinstallation of a Utility in the same location with or without an interim relocation.

Temporary Traffic Control Plan means Design-Builder's plan for temporary traffic control, which is a Submittal described in Section 12.3 of the Technical Provisions and listed at Table 25-1 of the Technical Provisions.

Termination for Convenience means a termination of the Contract pursuant to Section 15.

Testing Program Plan has the meaning as set forth in Section 19.2 of the Technical Provisions.

Thermal Control Plan has the meaning set forth in Section 14.4.6 of the Technical Provisions.

Third-Party Claims means any and all claims, disputes, disagreements, causes of action, demands, suits, actions, judgments, investigations or legal or administrative proceedings brought by a Person that is not a Party with respect to damages, injuries, liabilities, obligations, losses, costs, penalties, fines or expenses (including attorneys', accountants' and expert witnesses' fees and expenses) sustained or incurred by such Person.

Time and Materials Change Order has the meaning set forth in Section 13.7.

Time and Materials Work means Work performed pursuant to a Time and Materials Change Order.

Traffic Control Engineer has the meaning set forth in Section 1.6.3 of the Technical Provisions. The Traffic Control Engineer is one of the Key Personnel listed in Appendix 7.

Traffic Management Center or TMC means the Nevada Department of Transportation Traffic Management Center (in Las Vegas, Nevada), where information about the regional transportation network is collected and combined with other operational and control data to manage the regional transportation network and to produce traveler information.

Traffic Noise and Barrier Analysis Report has the meaning set forth in Section 7.7 of the Technical Provisions and which is a submittal described in Table 25-1 of the Technical Provisions.

Traffic Quality Management Plan or TQMP has the meaning set forth in Section 2 and Attachment 02-4 of the Technical Provisions.

Transportation Management Plan or TMP has the meaning set forth in Section 12.3 of the Technical Provisions.

Uniform Act means the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, *et seq.*, as amended, 49 CFR Part 24, and all associated regulations and policies.

Unknown Hazardous Materials means Hazardous Materials that meet all of the following criteria:

- (a) The Hazardous Materials are in, on or under the Planned ROW Limits, or parcels added to the Project ROW by a Department-Directed Change or required due to a Force Majeure Event or Necessary Basic Configuration Change as of the date the Department makes available to Design-Builder the affected parcel;
- (b) The Hazardous Materials are not Known or Suspected Hazardous Materials; and
- (c) The Hazardous Materials are not required to be removed and disposed of due to a Design-Builder Release of Hazardous Materials.

For purposes of this definition, “makes available” means (i) the Effective Date for parcels acquired as of the Effective Date or (ii) as to parcels not yet acquired as of the Effective Date, the date Design-Builder first receives access to the parcel in accordance with the Contract Documents.

US-95 Interim Milestone Completion shall have the meaning set forth in Section 1.1.6 of the Technical Provisions.

Utilities Design/Construction Coordinator has the meaning set forth in Section 1.6.3 of the Technical Provisions. The Utilities Design/Construction Coordinator is one of the Key Personnel listed in Appendix 7.

Utility or utility means a privately, publicly, or cooperatively owned line, facility or system (including municipal and/or government lines, facilities and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar commodity, including any irrigation system and any fire or police signal system as well as streetlights. The necessary appurtenances to each Utility facility (including fire hydrants as appurtenances to water lines) shall be considered part of such Utility. Without limitation, any Service Line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line.

Utility Adjustment means each relocation (temporary or permanent), abandonment and or dormancy, Protection in Place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, and/or modification of existing Utilities necessary to accommodate construction, operation, maintenance and/or use of the Project (each a separate “type” of Utility Adjustment); provided, however, that the term “Utility Adjustment” shall not refer to any of the work associated with facilities owned by any Railroad. For any Utility crossing the Project ROW, the Work associated with the Utility Adjustment for each crossing of the Project ROW by that Utility shall be considered a separate Utility Adjustment. For any Utility installed longitudinally within the Project ROW, the Utility Adjustment Work for each continuous segment of that Utility located within the Project Right of Way shall be considered a separate Utility Adjustment.

Utility Adjustment Master Plan has the meaning set forth in Section 18.4.8 of the Technical Provisions.

Utility Adjustment Plans means the plans, specifications, and cost estimates furnished for a particular Utility Adjustment as described in Section 18.3.1 of the Technical Provisions.

Utility Adjustment Work means all efforts and costs necessary to accomplish the required Utility Adjustments, including all Utility Agreements, coordination, design, design review, permitting, construction, inspection, maintenance of records, relinquishment of Existing Utility Property Interests, preparation of Utility Joint Use Acknowledgements, and acquisition of Replacement Utility Property Interests, whether provided by Design-Builder or by the Utility Owners. The term also includes any reimbursement of Utility Owners that is Design-Builder's responsibility pursuant to Section 6.2. Any Utility Adjustment Work furnished or performed by Design-Builder is part of the Work; any Utility Adjustment Work furnished or performed by a Utility Owner is not part of the Work.

Utility Agreement means a Design-Builder Utility Agreement or any other agreement, as the same may be amended from time to time, between the Design-Builder and a Utility Owner, providing specific details for the Adjustment of one or more particular Utilities. A document is a Utility Agreement if it meets the foregoing definition, without regard to the title or form of the document.

Utility Damage Report has the meaning set forth in Section 18.4.4 of the Technical Provisions.

Utility Delay has the meaning set forth in Section 6.8.1.

Utility Easement means a permanent replacement easement and/or other interest in real property (excluding a franchise) located outside of the Planned ROW Limits that is necessary for an Adjustment.

Utility Enhancement has the meaning set forth in Section 6.6.

Utility Impact Matrix means the lists of Utilities likely to be impacted by the Project that are included in the Reference Information Documents with the file name "DB1-4 Utility Impact Matrix," which lists will be maintained and updated by Design-Builder.

Utility Information means the Utility Impact Matrix, the Preliminary Utility Work Packages, the Utility Maps, and the Utility Potholing Data, collectively.

Utility Maps means the set of plans included in the Reference Information Documents with the file name "DB1-4_UTILILITY_PLANS" and that shows the existing locations of Utilities listed in the Utility Impact Matrix, as well as Proposed Dispositions for the Utilities listed in the Utility Impact Matrix as requiring Adjustment.

Utility Owner means any private entity or public body (including city, county, state, public corporation or public district) that owns and/or operates a Utility, including cooperative utilities.

Utility Owner Project means the design and construction by or at the direction of a Utility Owner of a new Utility other than as part of an Adjustment. Utility Owner Projects shall be entirely the financial obligation of the Utility Owner.

Utility Plans means the final installation details and construction documents that are prepared by the Design-Builder or Utility Owner(s) for Utilities being Adjusted to accommodate the Project.

Utility Potholing Data means the data included in the Reference Information Documents that provides the information obtained from potholing for Utility facilities that was performed by the Department or its consultants prior to issuance of the RFP, with the file names “Pothole Information – Design Files and Pdfs” and “GCI_pothole data.”

Value Engineering Change Proposal has the meaning set forth in Section 22.

Vibration Monitoring Plan means the plan described in Section 13.5.3.2 of the Technical Provisions, and which is a Submittal described in Table 25-1 of the Technical Provisions.

Warranty or **Warranties** means the express warranties of Design-Builder set forth in Section 11.1.

Warranty Bond has the meaning set forth in Section 8.1.3.

Work means all of the administrative, design, engineering, real property acquisition support services, Utility relocation and support services, procurement, legal, professional, manufacturing, supply, installation, construction, environmental mitigation and management, supervision, management, testing, verification, labor, materials, equipment, maintenance, documentation and other duties, services and cost reimbursements to be furnished and provided by Design-Builder as required by the Contract Documents, including all efforts necessary or appropriate to achieve Final Acceptance of the Project and to fulfill the Warranties and Plant Establishment, except for those efforts which the Contract Documents expressly specify will be performed by the Department or other Persons. In certain cases, as determined by the Department, the term is also used to mean the products of the Work.

WS-Ramp Interim Milestone Completion shall have the meaning set forth in Section 1.1.6 of the Technical Provisions.