



turning movements, and some additional street lighting at Highway 50. In addition, in-kind contributions for constructing temporary parking lots at the Prison and Snap-On Tools is included in the Agreement.

**Applicable Statue, Code, Policy, Rule or Regulation:** N/A

**Fiscal Impact:** \$750,000

**Explanation of Impact:** Costs for the Agreement are partially from in-kind contribution and portion from various freeway funding accounts.

**Funding Source:** RTC, Streets, and Utility Accounts

**Alternatives:** Not approve the Agreement, which will delay the Freeway.

**Supporting Material:** Agreement

**Prepared By:** Andrew R. Burnham

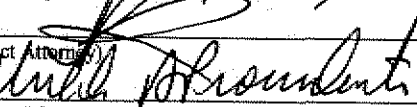
**Reviewed By:**

  
\_\_\_\_\_  
(Department Head)

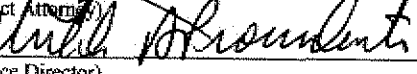
Date: 11/7/06

  
\_\_\_\_\_  
(City Manager)

Date: 11/7/06

  
\_\_\_\_\_  
(District Attorney)

Date: 11.7.06

  
\_\_\_\_\_  
(Finance Director)

Date: 11/7/06

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

COOPERATIVE AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and Carson City, Nevada, a consolidated municipality under the Nevada Revised Statutes, hereinafter called the CITY.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

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

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the DEPARTMENT and the CITY desire to construct the Carson City Freeway, a limited access freeway facility, which will ultimately traverse around downtown Carson City, Nevada on the east side of Carson City from US 395 north at Lakeview Hill to the intersection of South Carson Street, hereinafter called the FREEWAY and also referred to herein as the project; and

WHEREAS, construction of the FREEWAY will consist of several phases including but not limited to: the construction of bridge structures and drainage improvements from Goni Wash north to Arrowhead Drive (hereinafter called PHASE 1A); the construction of the remainder of the northern portion of the FREEWAY including drainage facilities from Lakeview Hill to Fifth Street (hereinafter called PHASE 1B); the construction of a segment of the freeway from Fairview Drive to US 50 East (hereinafter called PHASE 2A) and the final segment of the FREEWAY from the intersection of South Carson Street to Fairview Drive (hereinafter called PHASE 2B); and

WHEREAS, the CITY wishes to cooperate with the DEPARTMENT and believes that the construction of the FREEWAY will greatly improve traffic conditions in and through CITY; and

WHEREAS, the purpose of this Agreement is to identify DEPARTMENT and CITY responsibilities associated with the PHASE 2A improvements, right-of-way, utility relocation and maintenance due to the construction of PHASE 2A of the FREEWAY; and

WHEREAS, the CITY has agreed to participate in the basic cost of improvements included in PHASE 2A through the funding agreement for Phase 2, consists of Phases 2A & 2B, of the FREEWAY (Agreement No. R386-04-002); and

WHEREAS, the CITY is willing and able to perform the services described herein and has agreed to participate in the cost of improvements included in PHASE 2A which are over and above the improvements that were agreed to in the funding agreement for PHASE 2A and PHASE 2B of the FREEWAY (Agreement No. R386-04-002) (hereinafter called CITY IMPROVMENTS); and

WHEREAS, the CITY anticipates that changes that cannot be foreseen at this time will be necessary to complete PHASE 2A and CITY'S facilities and utilities included in and affected by the project. The CITY and DEPARTMENT will cooperate to complete said changes that are requested by the CITY after the execution of this Agreement (hereinafter called CHANGES) through partnering and financial contributions described herein;

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

#### ARTICLE I - CITY AGREES:

##### ROW/UTILITIES

1. To convey by quitclaim deed to the DEPARTMENT, all its right, title and interest for parcels as depicted in the color GREEN on Exhibit "A" (SHEET 1 of 3). To present the corresponding "Consent to Resolution of Relinquishment and Land Transfer Agreement" to the CITY Board of Supervisors for their approval upon receipt from the DEPARTMENT to accomplish such conveyance.

2. To accept conveyance from the DEPARTMENT upon completion of PHASE 2A, by a "Resolution of Relinquishment", upon approval by the Transportation Board, all of the DEPARTMENT'S right, title and interest, in and to those portions of Warm Springs Court and Butti Way within the project limits and as depicted in the color YELLOW on Exhibit "A" (SHEETS 2 and 3 of 3) together with any utility facilities and storm drain facilities situated therein, to the degree to which the DEPARTMENT controls such facilities.

3. To retain the maintenance responsibilities for Fairview Drive including the grade separated portion within the freeway right-of-way. This maintenance shall include roadway and pavement repair and replacement, striping, snow removal, sweeping, sidewalks, curb and gutter, on-street storm drain facilities, signals, street lighting, graffiti removal, signing and other temporary improvements on Fairview Drive as depicted in Exhibit "B" (SHEET 1 of 4).

4. To maintain all new sidewalks within the PHASE 2A project limits and other CITY IMPROVEMENTS as depicted in Exhibit "B".

5. To enter into a Joint Use Quitclaim Easement that allows the CITY to retain rights currently held by CITY relative to utilities within the PHASE 2A project limits.

6. To retain responsibility for the maintenance, reconstruction or removal of CITY owned utilities within the PHASE 2A project limits including any asbestos cement pipe (ACP) that will be capped and left in place as a result of this project.

7. To require utilities under a franchise agreement or other agreement with the CITY to relocate if affected by CITY IMPROVEMENTS. CITY shall pay any costs associated with the relocation of the affected utility companies associated with CITY IMPROVEMENTS that are not covered by such an agreement and will enforce each applicable agreement or franchise agreement it has with the affected utility company or pay the related relocation costs.

8. DEPARTMENT shall not award PHASE 2A for construction until all utilities affected by the CITY's franchise or other agreements have been relocated to accommodate PHASE 2A and CITY IMPROVEMENTS or agreements have been secured to ensure PHASE 2A can proceed without construction conflict, interference or delay.

9. To relocate and/or adjust sanitary sewer, municipal water and reclaimed water lines and any appurtenances thereto upon prior review and acceptance by DEPARTMENT. CITY shall require its contractor to complete all work within the PHASE 2A project limits prior to the dates referenced in the Phase 2A utility agreements and right-of-way encroachment permits. These dates have been included in the PHASE 2A construction contract to allow for concurrent utility relocation work to occur. Should concurrent work by a CITY contractor result in conflict, interference or delay to a DEPARTMENT contractor, the CITY agrees to pay for the actual costs specifically attributable to such delay.

10. To obtain right-of-way occupancy permits from the DEPARTMENT prior to entering upon the DEPARTMENT'S rights-of-way, for the purposes of construction, maintenance or reconstruction of utilities with the understanding that the fee for such permits will be waived.

11. To convey and/or abandon the CITY's real property interest and any and all access and abutter's rights in and to Joanne Drive (DEPARTMENT Parcel No. U-395-CC-010.555) to the DEPARTMENT.

12. To allow continuous use of access in and to CITY streets from adjacent properties for all driveways constructed in and to CITY streets located within PHASE 2A.

#### **NEW IMPROVEMENTS – CITY COST**

13. To pay the actual costs associated with CITY IMPROVEMENTS which include, but may not be limited to widening a portion of Fairview Drive, intersection improvements at Fifth Street and Butti Way and street lighting on Fairview Drive and US50 East in the PHASE 2A project as depicted in Exhibit "C". The cost includes but is not limited to design, construction and construction engineering. The estimated cost of CITY IMPROVEMENTS is Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000).

14. To require those utility companies subject to any franchise agreement or prior agreement with adjacent property owners to relocate their utilities due to CITY IMPROVEMENTS, or to otherwise accommodate CITY IMPROVEMENTS at no cost to the DEPARTMENT. If the relocation requires that easements be acquired by the CITY, this task

must be completed pursuant to the Uniform Relocation Act and Real Property Acquisition Act of 1970, as amended. Any utility relocation or adjustment necessary to accommodate the CITY IMPROVEMENTS, not reflected in this Agreement, shall be paid directly to the affected utility company by the CITY.

15. To reimburse the DEPARTMENT within ninety (90) days after receipt of the DEPARTMENT's invoice for the actual costs associated with CITY IMPROVEMENTS and CHANGES estimated to be Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000).

16. To construct and pay for all costs associated with temporary parking, a permanent access road to the loading docks and improvements necessary to provide access for employees and visitors to mitigate impacts to Snap-On Tool's operations during construction of PHASE 2A (hereinafter referred to as "SNAP-ON"). SNAP-ON improvements are estimated to be Eighty Thousand Six Hundred and Forty and 00/100 Dollars (\$80,640.00) and are depicted in Exhibit "D". The actual costs of the SNAP-ON improvements will be considered as an in-kind contribution by the CITY and the DEPARTMENT's invoice to the CITY will be adjusted accordingly.

17. To acquire the necessary right-of-way from Snap-On Tools for the CITY IMPROVEMENTS and a temporary easement for PHASE 2A, clear of all utilities as depicted in the color RED on Exhibit "A" (SHEET 1 of 3). The temporary easement will be required for a period of three years beginning on April 1, 2007 and ending on March 31, 2010. CITY shall acquire the right-of-way and provide copies of all deeds demonstrating a vested right by November 1, 2006. As its portion of the cost of the temporary easement, temporary parking lot and access road improvements for SNAP-ON, the DEPARTMENT shall credit CITY the estimated total cost of \$80,640.00, which includes the actual appraised value of the temporary easement, as a part of the in-kind contribution by the CITY.

18. To extend the terms of the temporary easement as described in paragraph 17 under Article I CITY AGREES as necessary to complete PHASE 2A and CITY IMPROVEMENTS.

19. To restore and replace the existing landscaping and irrigation system on Snap-On Tools property that will be impacted by the CITY IMPROVEMENTS at no cost to the DEPARTMENT. CITY will ensure that replacement of landscaping is acceptable to Snap-On Tools.

20. To modify or require Snap-On Tools to make modifications to existing irrigation system to accommodate CITY IMPROVEMENTS prior to PHASE 2A construction. Should the adjustments not be complete the CITY shall pay for the actual costs associated with said adjustments.

21. To include provisions in CITY's Fairview Drive Widening Project for CITY's contractor to coordinate with DEPARTMENT's contractor to avoid conflicts with concurrent construction activities. These provisions shall include but will not be limited to coordinating traffic control efforts and attending weekly partnering meetings.

22. To complete the widening of Fairview Drive between the FREEWAY and South Carson Street by October 31, 2008 to safely and efficiently accommodate the increase in traffic that will occur on Fairview Drive when PHASE 2A is opened to the traveling public.

#### **SIGNALS & LIGHTING**

23. To allow DEPARTMENT's contractor to adjust signal heads as necessary to accommodate traffic movements during various stages of traffic control. Upon notification, to assist in the initial operation and timing of the temporary signal systems installed during construction within the PHASE 2A project limits within 5 working days so as not to cause delay to DEPARTMENT's contractor.

24. To operate, maintain and pay for the cost for power for the permanent signal system(s) and lighting at the Fairview Drive and US50 East Interchanges and associated FREEWAY ramp terminals after completion and acceptance by the CITY.

#### **PRISON – TEMPORARY PARKING**

25. To construct temporary parking area within State Lands property as depicted in Exhibit "E" and provide all necessary construction engineering services including but not limited to construction staking, inspection and testing prior to the advertise date of PHASE 2A (hereinafter referred to as "PRISON PARKING"). PRISON PARKING will be used to alleviate impacts to Nevada State Prison and Warm Springs Prison main parking area during CITY's utility relocation and PHASE 2A construction. The PRISON PARKING improvements are estimated to be Eighty Three Thousand Eight Hundred and 00/100 Dollars (\$83,800.00). The actual costs for PRISON PARKING will be considered as an in-kind contribution by the CITY and the DEPARTMENT's invoice to the CITY will be adjusted accordingly.

#### **MULTI-USE PATH**

26. To provide all maintenance and security of the multi-use path constructed in PHASE 2A. Maintenance includes but is not limited to repair and replacement of the path, drainage features, pedestrian rail, fencing, gates, signs, striping, and any other features associated with the path as well as sweeping, snow removal, graffiti removal and garbage pick up for the adjacent freeway facilities as depicted on Exhibit "B" (SHEETS 2 and 3 of 4).

27. To construct the segments of multi-use path which will connect the path constructed in PHASE 2A to the CITY's existing facilities as depicted in the color GREEN on Exhibit "B" (SHEET 3 of 4) and any other associated street improvements to provide connectivity for the entire route established through the inclusion of the multi-use path in PHASE 2A. These improvements will be completed prior to the completion of PHASE 2A.

#### **LANDSCAPING**

28. That CITY has reviewed and approved all aesthetic improvements included in PHASE 2A including but not limited to re-vegetation, boulders, talus, concrete structure treatments, painting and accommodations for future landscaping improvements by the CITY. The CITY agrees that PHASE 2A improvements mitigate all impacts to existing landscape based on the DEPARTMENT's Landscape and Aesthetic Master Plan and meet the needs of the CITY's ultimate landscaping plans.

29. To be responsible for the placement and maintenance of landscaping in the interchange and grade separation areas of PHASE 2A, in excess of PHASE 2A landscaping improvements. Future landscaping improvements by the CITY may include but will not be limited to construction and maintenance of the irrigation system, plant material, bridge structure aesthetic treatments and fence patterning. Encroachment into the PHASE 2A right-of-way will require a permit through DEPARTMENT's District Office.

30. To pay for the cost for power and water associated with irrigated landscaping upon completion of PHASE 2A.

31. To attach aesthetic patterning on the PHASE 2A bridge structures as a part of future landscaping improvements by CITY. Said patterning will be attached to bridge rail and pedestrian fence to meet structural conditions set forth in the PHASE 2A bridge plans.

32. To grant permission, and hereby does grant permission to the DEPARTMENT, its agents and/or contractors to occupy CITY drainage easements, CITY owned lands, streets and right-of-way for the purpose of constructing the FREEWAY and portions of CITY streets, drainage and other improvements for the duration of PHASE 2A as depicted in the PHASE 2A contract documents. Traffic detours and contractor haul routes will be allowed on CITY streets as depicted in Exhibit "F".

#### **CHANGES**

33. To be responsible for all costs associated with CHANGES requested by the CITY including but not limited to utility adjustments for improvements to PHASE 2A or CITY owned facilities that cannot be foreseen at this time.

34. To request approval for CHANGES from DEPARTMENT in writing.

35. To complete the review of all change orders submitted to CITY by DEPARTMENT within five (5) working days after service of such change orders. In the event the CITY does not provide the DEPARTMENT with the CITY'S written response to the DEPARTMENT's change orders within five (5) working days following the DEPARTMENT's service of such change orders upon the CITY, the DEPARTMENT will proceed with change orders so as to not to delay the PROJECT and will assume no liability therefore.

36. Design costs will be based upon ten percent (10%) of the actual construction costs and will be included in the DEPARTMENT's invoice to the CITY with each billing for IMPROVEMENTS and CHANGES.

37. To submit auditable documentation for the value of all in-kind services billed to the DEPARTMENT.

#### **ARTICLE II - DEPARTMENT AGREES:**

I. To advertise, award and administer the construction contract for PHASE 2A of the FREEWAY and to be responsible for all construction costs excluding CITY IMPROVEMENTS and CHANGES and utility relocations under a DEPARTMENT



encroachment permit or a CITY's franchise agreement, deemed the responsibility of the owner or otherwise addressed in a separate cooperative agreement.

#### **ROW/UTILITIES**

2. To leave those portions of adjacent CITY streets upon which entry is required for the purposes herein in as neat and presentable condition as existed prior to such entry. Any damage to or significant deterioration of CITY streets, caused by DEPARTMENT or DEPARTMENT'S contractor shall be repaired to the prior condition of the CITY street by DEPARTMENT at no cost to CITY. The CITY will review and approve street repairs within ten (10) working days upon notification of DEPARTMENT.

3. To accept CITY's quitclaim deed to all of CITY'S right, title and interest in parcels as depicted in the color GREEN on "Exhibit "A" (SHEET 1 of 3) attached hereto and made a part hereof by reference, located within said lands to be conveyed that are in place or will be in place when PHASE 2A is completed.

4. To convey to the CITY those portions of Warm Springs Court and Butti Way constructed in conjunction with this as depicted in the color YELLOW on "Exhibit "A" (SHEETS 2 and 3 of 3). To prepare the "Consent to Resolution of Relinquishment" and "Land Transfer Agreement" and "Resolution of Relinquishment" and present to the Transportation Board, the "Resolution of Relinquishment" for their approval in this regard.

5. To require utility companies to comply with DEPARTMENT standards upon installation of utility facilities within Warm Springs Court and Butti Way, which are not replacements for prior rights facilities.

6. To provide the CITY with a Joint-Use Quitclaim Easement that allows the CITY to retain rights currently held relative to utilities within the PHASE 2A project limits and further reimburse the CITY for expenses incurred in the relocation of its facilities in accordance with federal and state regulations.

7. To include provisions in the PHASE 2A contract that will require the DEPARTMENT's contractor to coordinate with the CITY's utility contractor and the Fairview Drive Widening Project contractor to avoid conflicts with concurrent construction activities. These provisions shall include but will not be limited to coordinating traffic control efforts and attending weekly partnering meetings.

#### **NEW IMPROVEMENTS - CITY COST**

8. To complete the design and plan preparation for CITY IMPROVEMENTS which include; widening a portion of Fairview Drive, intersection improvements at Fifth Street and Butti Way and street lighting on Fairview Drive and US50 East in the PHASE 2A project as depicted in Exhibit "C". To include CITY IMPROVEMENTS in the PHASE 2A construction contract. The estimated cost of CITY IMPROVEMENTS is Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000).

9. To bill the CITY quarterly for all costs associated with CITY IMPROVEMENTS and CHANGES incurred during PHASE 2A

### **SNAP-ON TOOLS**

10. To provide environmental clearance for construction of CITY IMPROVEMENTS and SNAP-ON temporary parking and access as depicted in Exhibit "C" (SHEET 1 of 3) and Exhibit "D". SNAP-ON improvements are estimated to be Eighty Thousand Six Hundred and Forty and 00/100 Dollars (\$80,640.00). The appraised value of the temporary easement and a portion of the cost of temporary parking lot and access road improvements for SNAP-ON in the estimated total sum of \$80,640.00 shall be credited to CITY as a portion of its in-kind contribution and invoiced to the CITY for the PROJECT shall be adjusted accordingly.

11. To conduct the property appraisal and provide the CITY with the value of the Temporary Easement depicted on Exhibit "A" (SHEET 1 of 3). The temporary easement will be required for PHASE 2A for a period of three years beginning on April 1, 2007 and ending on March 31, 2010. As its portion of the cost of the temporary easement, temporary parking lot and access road improvements for SNAP-ON, the DEPARTMENT shall credit CITY the estimated total cost of \$80,640.00, which includes the actual appraised value of the temporary easement, as a part of the in-kind contribution by the CITY.

12. To provide engineering and utility conflict information to CITY due to CITY IMPROVEMENTS for the purposes of relocating and/or adjusting existing utilities through the CITY's franchise and/or other agreements.

### **SIGNALS & LIGHTING**

13. To require DEPARTMENT's Contractor to notify CITY at least five (5) days in advance of the need to adjust signal heads or modify signal operation and timing as necessary to accommodate traffic movements during various stages of PHASE 2A traffic control.

14. To participate in the costs of replacement for major repairs of the signal system due to accidental damage provided damage exceeds One Thousand and 00/100 Dollars (\$1,000.00) and is unrecoverable from insurance or other means. The participation - will be One Hundred Percent (100%) of the cost of the major equipment items replaced. The major items are limited to the meter pedestal, poles and mast arms. In the event DEPARTMENT's participation is required, the CITY shall notify the DEPARTMENT's District Engineer at 310 Galletti Way, Sparks, NV 89431 to coordinate repairs.

### **PRISON - TEMPORARY PARKING**

15. To provide the geometric design and environmental clearance for construction by the CITY of the temporary parking area within State Lands property as depicted in Exhibit "E". The PRISON PARKING improvements are estimated to be Eighty Three Thousand Eight Hundred and 00/100 Dollars (\$83,800.00). The actual costs for PRISON PARKING will be considered an in-kind contribution by the CITY and the DEPARTMENT's invoice to the CITY will be adjusted accordingly.

### **MULTI-USE PATH**

16. To construct the multi-use path as depicted in Exhibit "B". DEPARTMENT will allow CITY to occupy multi-use path for maintenance within DEPARTMENT's right-of-way as described in this Agreement through DEPARTMENT encroachment permits.

### **LANDSCAPING**

17. To provide soil as part of the PHASE 2A fill material that will be suitable to support low maintenance/native vegetation. To provide seeding on the side slopes of PHASE 2A between the interchanges, of low maintenance/native vegetation that do not require irrigation. To provide watering to establish initial growth. To include in the interchange/grade separation areas, conduit, power and water taps as depicted Exhibit "B" for the construction of irrigated landscaping by CITY upon completion of PHASE 2A construction. To increase the strength of bridge structure rail and fencing to accommodate future aesthetic patterning attachments to the bridge structure by CITY.

### **CHANGES**

18. To allow the CITY to observe, review, and inspect project construction work within CITY right-of-way with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the Contractor.

19. To review and approve CHANGES requested by the CITY from the DEPARTMENT within ten (10) working days. Said approval shall not be unreasonably withheld.

20. To allow the CITY to review and comment on change orders that involve features or items related to PHASE 2A or CITY IMPROVEMENTS for which the CITY assumes a maintenance responsibility. Approval shall be made within five (5) working days of service of change order as described in Paragraph 34 of CITY AGREES. No response from the CITY within this time frame shall constitute the CITY's acceptance of the changes and authorization for the DEPARTMENT to proceed.

21. To require DEPARTMENT's PHASE 2A contractor to access the freeway corridor to and from DEPARTMENT owned streets and right-of-way except as identified in Exhibit "F".

### **INSURANCE**

22. To require DEPARTMENT's contractor to list CITY as an additional insured on contractor's liability insurance, and provide CITY with a certificate of insurance. The contractor shall furnish the CITY with an Insurance Policy Additional Insured Endorsement and Certificate of Liability and Property Damage Insurance with a single limit of One Million Dollars (\$1,000,000.00) naming the CITY as an additional insured and shall maintain such insurance for the entire period during which the contractor shall occupy and/or conduct excavation, construction and/or installation activities within the CITY's right-of-way.

### **ARTICLE III - IT IS MUTUALLY AGREED**

1. The term of this Agreement shall be from the date first written above through or until construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has

served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

FOR DEPARTMENT: Jeff Fontaine, P.E., Director  
c/o Jim Gallegos  
Nevada Department of Transportation  
Project Management Division  
1263 South Stewart Street  
Carson City, NV 89712  
(775) 888- 7320  
jgallegos@dot.state.nv.us

FOR CITY: Linda Ritter, City Manager  
City of Carson City  
201 North Carson Street, #2  
Carson City, Nevada 89706  
(775) 887-2355 Ext 1001  
lritter@ci.carson-city.nv.us

4. The total cost of CHANGES shall be determined through negotiations between the DEPARTMENT and the CITY prior to the CITY submitting a request for CHANGES to the DEPARTMENT.

5. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices.

6. The DEPARTMENT will award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder. The DEPARTMENT has the right to reject any and all bid proposals.

7. Construction engineering costs will be the actual construction engineering costs incurred by the DEPARTMENT during the construction of PHASE 2A.

8. Design costs will be based on ten percent of the actual construction costs and will be included in the DEPARTMENT's invoice to the CITY with each billing for IMPROVEMENTS and CHANGES.

9. DEPARTMENT will not advertise for PHASE 2A project for construction until all PHASE 2A right-of-way, including right-of-way for the Snap-On Tools, has been certified as meeting Federal and State requirements, and until the CITY's element of the Statewide Bicycle Plan and the Statewide Bicycle Plan have been amended to reflect the information shown in the PHASE 2A plans.

10. Any claims by CITY for street damage or significant deterioration of CITY streets due to DEPARTMENT or DEPARTMENT's contractor shall be substantiated by photo documentation or other means of evidence that specifically attributes the actual cause of the damage to one or both of the parties. Significant deterioration shall only be considered as the DEPARTMENT's responsibility if legal loads are exceeded or other improper action is taken which results in street failures.

11. The CITY will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive property of the CITY and the DEPARTMENT. The CITY will ensure any consultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of the DEPARTMENT.

12. DEPARTMENT will allow CITY and its agents or contractors to participate in negotiation meetings regarding potential claims for delays to DEPARTMENT's contractor due to CITY or CITY's utility contractor during relocation and/or adjustments of CITY utilities.

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

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

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

16. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada federal district court for enforcement of this Agreement.

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

19. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement except as specified herein.

20. In the event the Nevada Legislature does not appropriate sufficient or any funds for a DEPARTMENT biennium during the term of this Agreement, this Agreement shall terminate.

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

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

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

24. In connection with the performance of work under this Agreement, the PARTIES agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training,

including, without limitation, apprenticeship. The PARTIES further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

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

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

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

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

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

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

CARSON CITY

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

\_\_\_\_\_  
Marvin Teixeira, Mayor

\_\_\_\_\_  
Director

\_\_\_\_\_  
Alan Glover, Clerk

Reviewed:

\_\_\_\_\_  
Scott Rawlins, Asst. Director Engr.,

Recommended:

\_\_\_\_\_  
Linda Ritter, City Manager

Approved as to Form:

\_\_\_\_\_  
Chief Deputy District Attorney

Recommended:

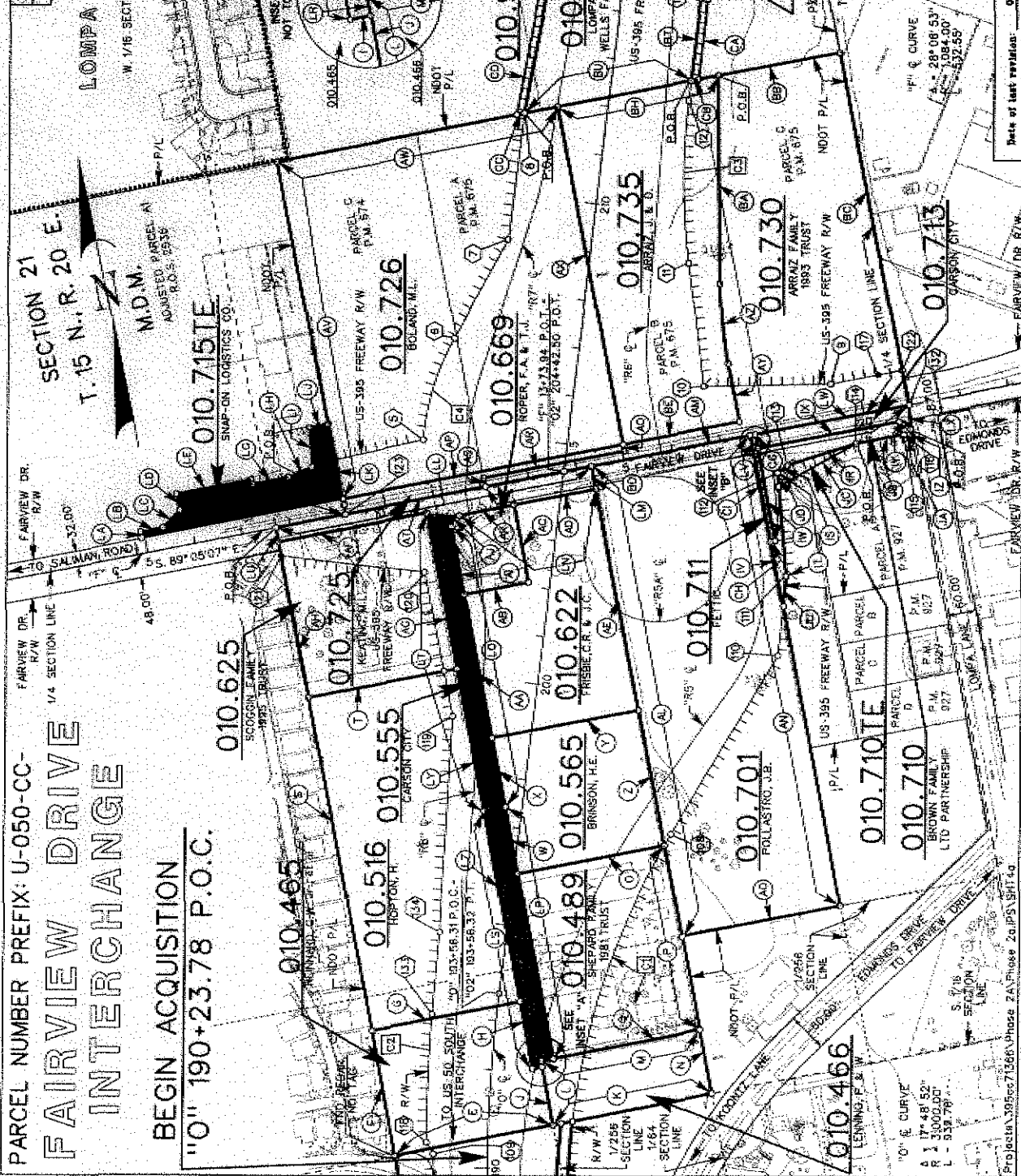
\_\_\_\_\_  
Thor Dyson, P.E., District Engineer

Approved as to Legality & Form:

\_\_\_\_\_  
Deputy Attorney General



Project No.	71368	Parcel No.	010.912IE2
Client	Carson City	Project Name	FAIRVIEW DRIVE INTERCHANGE
Scale	AS SHOWN	Sheet No.	1 of 9



**PARCEL NUMBER PREFIX: U-050-CC-**  
**FAIRVIEW DRIVE**  
**INTERCHANGE**

**BEGIN ACQUISITION**  
**"O" 190+23.78 P.O.C.**

TRACTS:  
 R/O:  
 CHECKED:  
 JHH

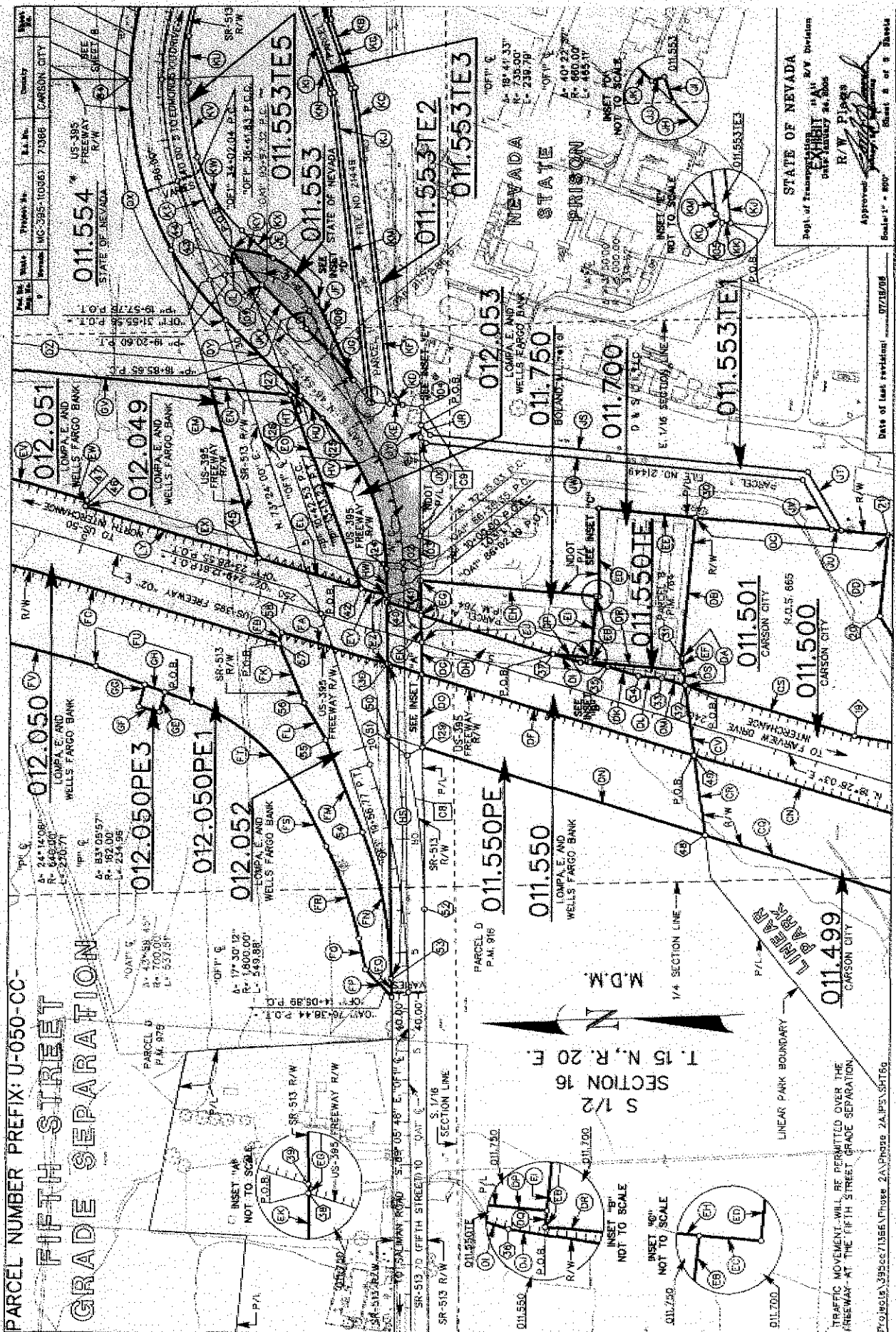
STATE OF NEVADA  
 Dept. of Transportation  
 EXHIBIT 1141 R/W Division  
 Date: January 24, 2008  
 R/W PLANS  
 Approved: [Signature]  
 Scale: 1" = 500'

Date of last revision: 06/08/08

Project: 395+71368, Phase 2A, Phase 2B, Phase 2C, Phase 2D, Phase 2E, Phase 2F, Phase 2G, Phase 2H, Phase 2I, Phase 2J, Phase 2K, Phase 2L, Phase 2M, Phase 2N, Phase 2O, Phase 2P, Phase 2Q, Phase 2R, Phase 2S, Phase 2T, Phase 2U, Phase 2V, Phase 2W, Phase 2X, Phase 2Y, Phase 2Z, Phase 2AA, Phase 2AB, Phase 2AC, Phase 2AD, Phase 2AE, Phase 2AF, Phase 2AG, Phase 2AH, Phase 2AI, Phase 2AJ, Phase 2AK, Phase 2AL, Phase 2AM, Phase 2AN, Phase 2AO, Phase 2AP, Phase 2AQ, Phase 2AR, Phase 2AS, Phase 2AT, Phase 2AU, Phase 2AV, Phase 2AW, Phase 2AX, Phase 2AY, Phase 2AZ, Phase 2BA, Phase 2BB, Phase 2BC, Phase 2BD, Phase 2BE, Phase 2BF, Phase 2BG, Phase 2BH, Phase 2BI, Phase 2BJ, Phase 2BK, Phase 2BL, Phase 2BM, Phase 2BN, Phase 2BO, Phase 2BP, Phase 2BQ, Phase 2BR, Phase 2BS, Phase 2BT, Phase 2BU, Phase 2BV, Phase 2BW, Phase 2BX, Phase 2BY, Phase 2BZ, Phase 2CA, Phase 2CB, Phase 2CC, Phase 2CD, Phase 2CE, Phase 2CF, Phase 2CG, Phase 2CH, Phase 2CI, Phase 2CJ, Phase 2CK, Phase 2CL, Phase 2CM, Phase 2CN, Phase 2CO, Phase 2CP, Phase 2CQ, Phase 2CR, Phase 2CS, Phase 2CT, Phase 2CU, Phase 2CV, Phase 2CW, Phase 2CX, Phase 2CY, Phase 2CZ, Phase 2DA, Phase 2DB, Phase 2DC, Phase 2DD, Phase 2DE, Phase 2DF, Phase 2DG, Phase 2DH, Phase 2DI, Phase 2DJ, Phase 2DK, Phase 2DL, Phase 2DM, Phase 2DN, Phase 2DO, Phase 2DP, Phase 2DQ, Phase 2DR, Phase 2DS, Phase 2DT, Phase 2DU, Phase 2DV, Phase 2DW, Phase 2DX, Phase 2DY, Phase 2DZ, Phase 2EA, Phase 2EB, Phase 2EC, Phase 2ED, Phase 2EE, Phase 2EF, Phase 2EG, Phase 2EH, Phase 2EI, Phase 2EJ, Phase 2EK, Phase 2EL, Phase 2EM, Phase 2EN, Phase 2EO, Phase 2EP, Phase 2EQ, Phase 2ER, Phase 2ES, Phase 2ET, Phase 2EU, Phase 2EV, Phase 2EW, Phase 2EX, Phase 2EY, Phase 2EZ, Phase 2FA, Phase 2FB, Phase 2FC, Phase 2FD, Phase 2FE, Phase 2FF, Phase 2FG, Phase 2FH, Phase 2FI, Phase 2FJ, Phase 2FK, Phase 2FL, Phase 2FM, Phase 2FN, Phase 2FO, Phase 2FP, Phase 2FQ, Phase 2FR, Phase 2FS, Phase 2FT, Phase 2FU, Phase 2FV, Phase 2FW, Phase 2FX, Phase 2FY, Phase 2FZ, Phase 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PARCEL NUMBER PREFIX: U-050-CC-

# FIFTH STREET GRADE SEPARATION



Plan No.	Sheet	Project No.	R.S. No.	County
U-050-CC-	1	MC-385-10363	73386	CARSON CITY
Scale	1" = 20'	Project Name	US-395 FREEWAY R/W	
Author	W. J. ...	City	STATE OF NEVADA	
Check	...	Project No.	011.554	
Drawn	...	City	STATE OF NEVADA	

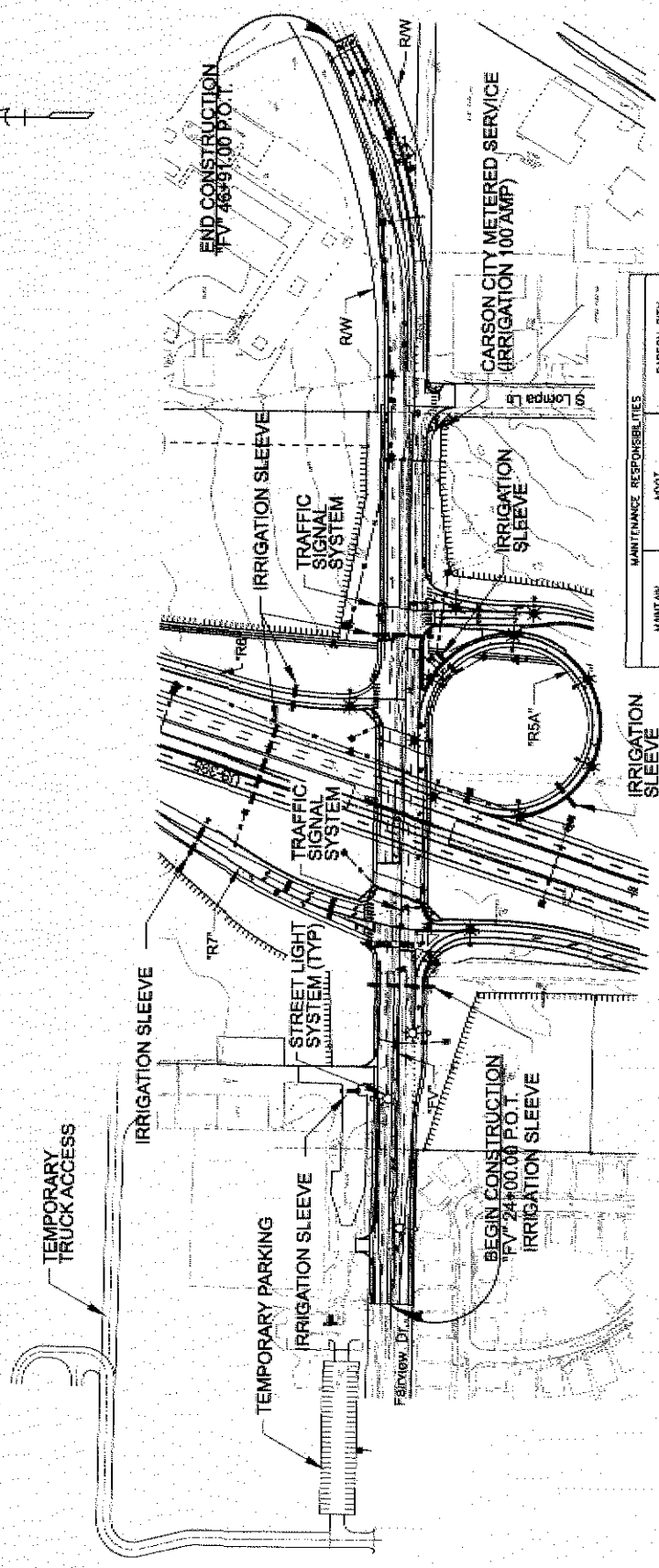
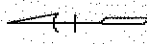
STATE OF NEVADA  
 Dept. of Transportation  
 EXHIBIT 18A  
 R/W Division  
 State Highway 395  
 R/W Plans  
 Approved: \_\_\_\_\_  
 Date of last revision: 07/18/98  
 Scale: 1" = 20'

TRACED  
 PLO  
 CHECKED  
 JHH

TRAFFIC MOVEMENT WILL BE PERMITTED OVER THE  
 FREEWAY AT THE FIFTH STREET GRADE SEPARATION.

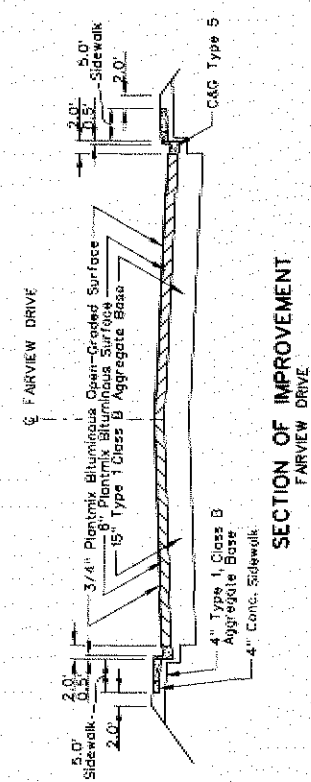
Project: 395cc71856/Phase 2A/Photo 2A/PS15HT6g





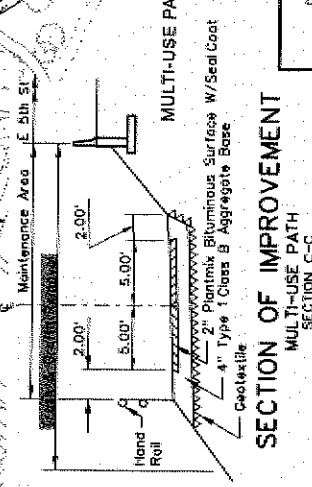
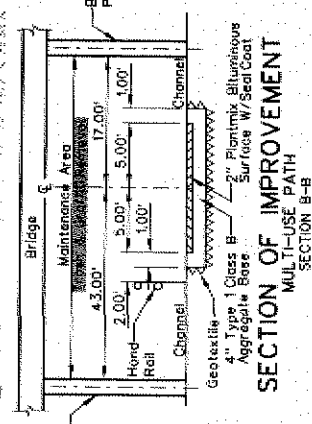
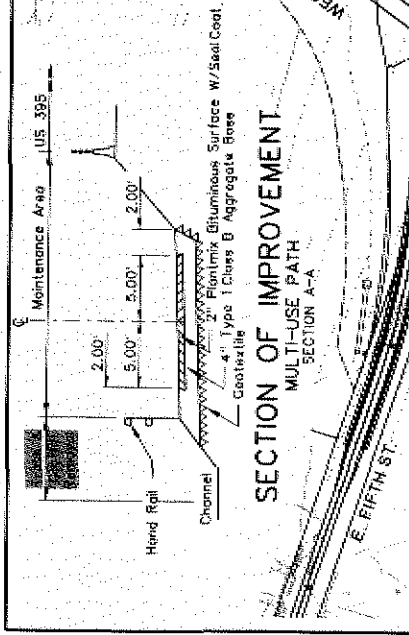
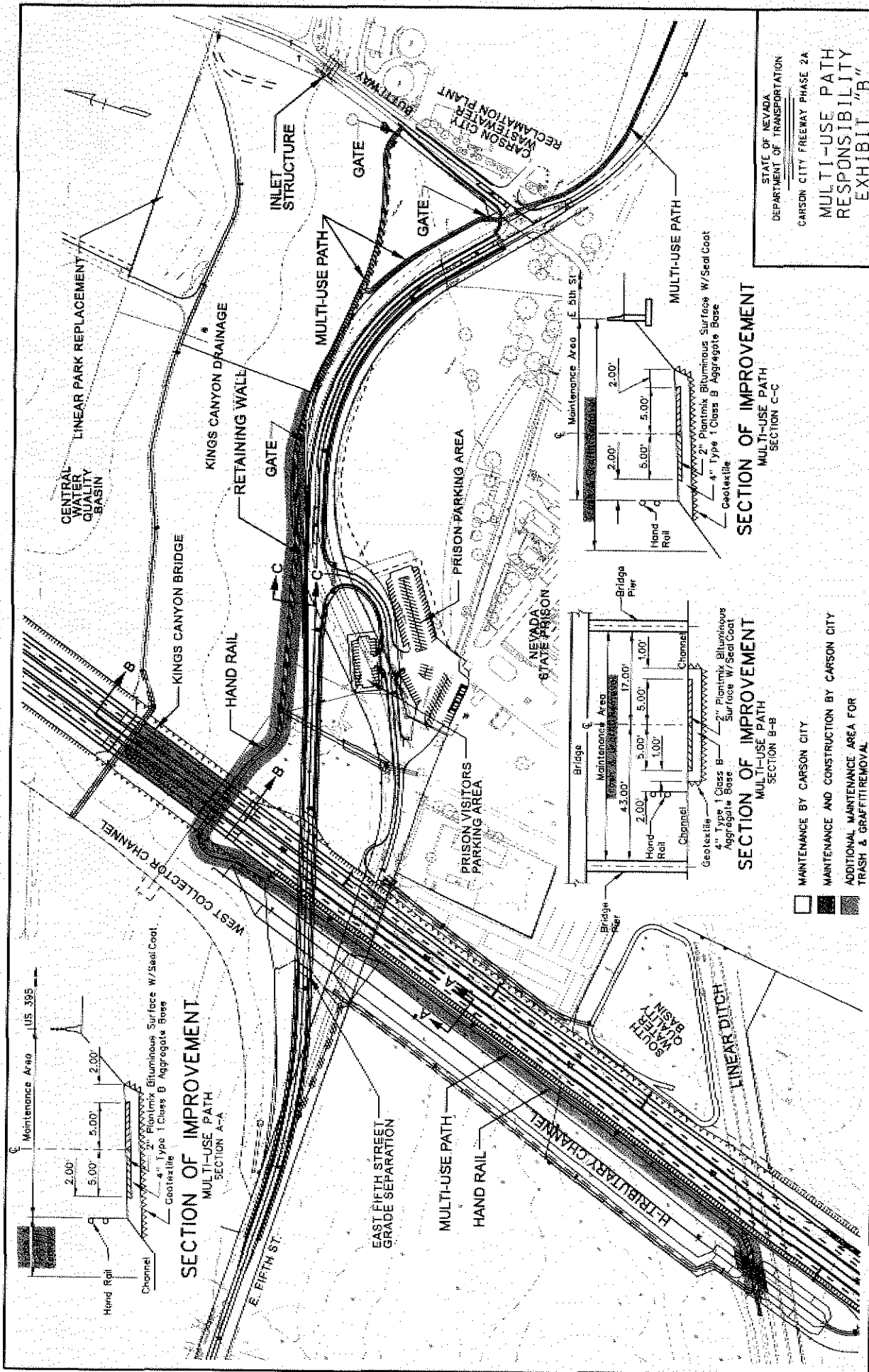
LEGEND:  
 □ CARSON CITY RESPONSIBILITY

MAINTENANCE RESPONSIBILITIES	CARSON CITY
LIGHTING	RAMP/FREEWAY LIGHTING UNOBSERVED BRIDGE LIGHTING
STORM DRAINAGE SYSTEM	RAMP AND OUTSIDE FACILITIES OUTSIDE FARMVIEW DRIVE ROADWAY
STRIPING	RAMP
SIGNS	OVERHEAD AND GUIDE SIGNAGE
TRAFFIC SIGNAL SYSTEMS	RAMP INTERSECTIONS
PAVEMENT CURBS, GUTTER, SIDEWALK, MEDIAN ISLANDS	RAMP
BRIDGE STRUCTURE	SUB-STRUCTURE AND SUPER-STRUCTURE APPROACH SLABS
LANDSCAPING	NONE
TEMPORARY SIGN-ON TOOLS PARKING AND TRUCK ACCESS	NONE



STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 CARSON CITY FREEWAY PHASE 24  
 MAINTENANCE RESPONSIBILITY  
 EXHIBIT "B"



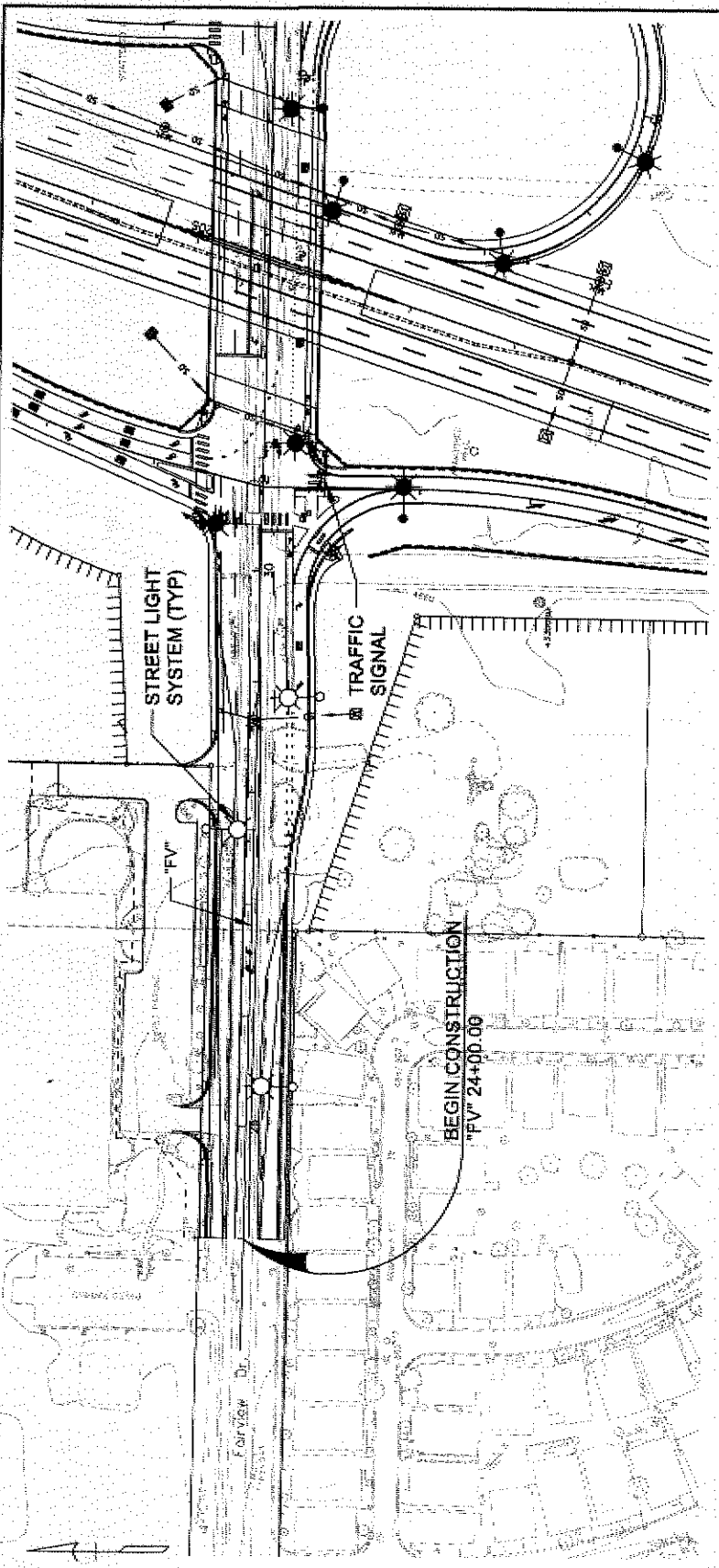


- MAINTENANCE BY CARSON CITY
- MAINTENANCE AND CONSTRUCTION BY CARSON CITY
- ADDITIONAL MAINTENANCE AREA FOR TRASH & GRAFFITI REMOVAL

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
CARSON CITY FREEWAY PHASE 2A  
MULTI-USE PATH  
RESPONSIBILITY  
EXHIBIT "B"

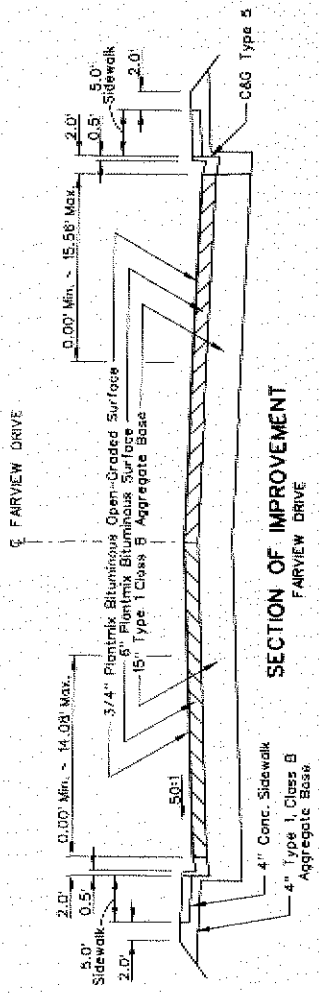
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LEGEND:  
 □ CARSON CITY FUNDING OBLIGATION

NOTE:  
 STREET LIGHT SYSTEM INCLUDES  
 CONDUIT, PULL BOXES AND WIRING.



STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 CARSON CITY FREEWAY PHASE 2A  
 IMPROVEMENTS FUNDED  
 BY CARSON CITY  
 EXHIBIT "C"  
 SHEET 1 OF 3

PROJECT: I-15 Expansion - Carson City - 2014-2015. CONTRACT: 2014-2015. DRAWING: 2014-2015. SHEET: 1 OF 3. DATE: 08/20/14. CHECKED: J. L. BROWN. DESIGNED: J. L. BROWN. SCALE: AS SHOWN. PLOT DATE: 08/20/14. PLOT BY: J. L. BROWN.













**Carson City Freeway Phase 2A  
Project Agreement  
Funding Allocation Table**

Improvement Descriptions	CC Improvement Costs	CC In-Kind Contributions
Butti Way/5th Street/Multi-Use Path	\$462,588	
Fairview Drive Widening	\$187,018	
Lighting US50 East	\$97,087	
Snap-On Tools Parking/Access		\$80,640
Temporary Prison Parking		\$83,800
<b>Totals</b>	<b>\$746,693</b>	<b>\$164,440</b>
<b>Carson City Total Funding Obligation</b>	<b>\$582,253</b>	

**Basis of Carson City Funding Obligation**

**Butti Way/5th Street/Multi-Use Path**

Widening improvements for this intersection and the path east of Butti Way were requested by Carson City.

**Fairview Drive Widening**

Carson City's costs are based on the cost of Fairview Drive Widening improvements added to Phase 2A.

**Lighting US50 East**

Lighting was added by Carson City. NDOT paid for conduit in areas where development will not occur in the future.

**Snap-On Tools Parking/Access**

This work will be done by Carson City but the design was paid for by NDOT. Actual costs will be deducted from the total cost to NDOT as an in-kind contribution once invoices are received from Carson City.

**Temporary Prison Parking**

This work will be done by Carson City but the design was paid for by NDOT. Actual costs will be deducted from the total cost to NDOT as an in-kind contribution once invoices are received from Carson City.

**Snap On-Tools Temporary Easement**

The value of the Temporary Easement was appraised by NDOT for a three year period (\$53K). The Temporary parking improvements built by Carson City (as an in-kind contribution) exceed the value of the easement. Reimbursement for the easement will be made through the in-kind contribution by Carson City as a part of the \$80,640 cost.