

AGREEMENT FOR THE ADJUSTMENT
OF UTILITY FACILITIES REIMBURSABLE TO STATE

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the STATE OF NEVADA acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "STATE", and CITY OF FERNLEY, whose mailing address is 595 Silver Lace Blvd, Fernley, NV 89408-8547, hereinafter referred to as "CITY".

WHEREAS, in the course of construction of Project: SPF-50A-1(006), E.A. 74038, certain betterments will be made to utility facilities owned by CITY; specifically, STATE's Contractor shall remove and replace three (3) sewer manholes located along US Highway 50A at the following locations: left of Highway Engineer's Station "LB1" 694+10, left of Highway Engineer's Station "LB1" 698+66, and right of Highway Engineer's Station "LB1" 707+02, herein referred to as "FACILITIES". Removal and replacement will be performed by STATE's contractor in accordance with STATE's plans and CITY's special sewer manhole detail and specifications as provided to the STATE for approval and attached hereto as EXHIBIT "B", and made a part hereof; and,

WHEREAS, CITY has not established a compensable interest in and to the FACILITIES needing reconstruction; FACILITIES were installed under Revocable Occupancy Permit Number 12-368-96, issued October 17, 1996. No new or amended permit is necessary for these betterments of CITY's FACILITIES. Should FACILITIES deviate in size, depth or location from said permit, a new or amended permit may be required.

WHEREAS, STATE shall select a project contractor technically qualified to perform the required work for Project: SPF-50A-1(006), E.A. 74038 in accordance with state law and shall incorporate STATE's plans and the CITY's special sewer manhole detail and specification attached hereto as EXHIBIT "B" into STATE's Project plans for STATE's contractor to perform the necessary betterments to CITY's FACILITIES.

NOW, THEREFORE, STATE and CITY hereby agree as follows:

1.

(A) CITY's signature on this Agreement hereby authorizes STATE's contractor to proceed with the necessary betterments of CITY's FACILITIES per approved plans and specifications provided by CITY. STATE shall cause its contractor to perform said work in a good workman like manner to the reasonable satisfaction of CITY. Said work further, will be performed in accordance with the provisions of Title 23 Part 645, Subpart A, of the Code of Federal Regulations (CFR), hereinafter referred to as 23 CFR Part 645, Subpart A, such federal regulations being incorporated by reference, and Nevada law.

(B) CITY or its assigned subcontractor, will be responsible to perform field inspection and testing services of work performed by the STATE's contractor on FACILITIES for compliance with CITY's standards.

(C) CITY is responsible for acceptance of STATE contractor's betterments of CITY's FACILITIES. CITY must inspect and accept such work. STATE shall obtain CITY's written approval of all change orders or extra work, if any, subsequent to the execution of this Agreement and prior to commencement of proposed work. All work installed by STATE's contractor under this Agreement shall become property owned, maintained, and controlled by CITY after CITY's acceptance.

(D) In the event CITY discovers what its inspector believes to be a discrepant condition with regard to the betterment of its FACILITIES, CITY shall immediately contact the STATE's Resident Engineer or Project Manager and provide him/her with oral notice of the discrepancy, followed by written notice as soon thereafter as reasonably practicable. CITY shall not contact the contractor in effort to stop contractor's work.

(E) CITY agrees to indemnify and hold harmless the STATE from any future liability for work done to or around CITY's FACILITIES during this Project.

(F) STATE does not warrant any of the work performed by its contractor with regards to betterments of CITY's FACILITIES. STATE on behalf of CITY shall require its contractor to repair or replace any defective workmanship within the working-day contract period for the Project.

(G) Under the STATE's contract with its contractor, the contractor is required to adhere to the STATE's STANDARD Specifications for Road and Bridge Construction (2017 edition). As such, within the contract period, should any damage occur to CITY's FACILITIES within the scope of the Project, STATE's contractor will be responsible to remedy the defect(s) to CITY's reasonable satisfaction.

(H) STATE's contractor is responsible for repairing or replacing any defective work during the Project's construction period. If STATE's contractor fails to honor its warranty obligations, CITY may, at its option, remedy the defect in materials or workmanship that develops during the particular construction period. The option and obligation to repair extends to any damage to FACILITIES or work caused by the particular defect or repair of the defect. Should CITY be required to remedy a defect, STATE shall reimburse CITY any resulting amounts it incurred.

(I) STATE's contractor will provide CITY with forty-eight (48) hour notice for on-call inspection. A CITY inspector shall be present at all times that STATE's contractor is working on CITY's FACILITIES. Design changes may be requested by CITY at any time and shall be submitted in writing to STATE's Resident Engineer or Project Manager for final approval. STATE's response of approval or denial shall be in writing. STATE shall provide said response to CITY within five (5) business days. Design changes requested by STATE shall be submitted in writing to CITY's Engineer for review and approval prior to execution of an appropriate change order. CITY shall reply in writing to STATE within five (5) business days. If STATE does not receive a reply, either approving or disapproving the requested changes by the end of the five (5) business day period, it will be deemed that CITY approves the requested changes. If CITY disapproves the requested design change, then the betterment to CITY's FACILITIES shall be placed on hold, the parties will discuss revising the design and scope of the work and amend the change order as necessary. Changes that delay the Project, increase Project costs, or impact STATE facilities or other utilities will be evaluated on a case-by-case basis.

2. The parties hereto recognize CITY is a self-insured entity and CITY hereby agrees to fully exonerate, indemnify, defend, and hold harmless the State of Nevada, and its departments, divisions, agencies, officers or employees from and against all claims or actions and all expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property due to any error, negligence, omission or act of CITY or any person employed by CITY, or any others for whose acts CITY is legally liable. The sums shall include, in the event of any actions, the amount of the judgment, court costs, expenses of litigation, expert witness fees, and reasonable attorney fees.

3. Should CITY elect to utilize an outside contractor to perform field inspection within the work-site, CITY shall require said contractor to maintain, at its own or CITY's expense, worker's compensation and general liability insurance with a single limit of One Million and No/100 Dollars (\$1,000,000.00) naming the STATE as an additional insured and to maintain such insurance for the entire period during which the contractor occupies and or conducts field inspection, excavation, construction, and or installation activities within STATE's right-of-way under this Agreement.

The insurance policies shall include a provision requiring a thirty (30) calendar day advance written notice of any modification or cancellation of said policies. All insurance shall be with a CITY having an A.M. Best and CITY, Inc., policyholder rating of A-:VII or better. The insurance provider, CITY's insurance broker, or CITY shall furnish the STATE with insurance policy endorsements, declarations page, and certificates of insurance evidencing such insurance before commencement of field inspection, excavation, construction, installation, and or occupancy of said right-of-way.

4. The total estimated cost for performing the betterments on behalf of CITY is SIXTY-FIVE THOUSAND NINE HUNDRED SIX AND 40/100 DOLLARS (\$65,906.40). ZERO AND NO/100 DOLLARS (\$0.00) is attributable to salvage credits and is SIXTY-FIVE THOUSAND NINE HUNDRED SIX AND 40/100 DOLLARS (\$65,906.40) is attributable to voluntary betterments undertaken by CITY. Details of the estimated costs are set forth in EXHIBIT "A" attached hereto and made a part hereof. Actual costs might exceed this estimated amount. STATE in its sole discretion may charge up to TWELVE percent (12%) Construction Engineering to all or part of the above adjustment costs.

CITY shall pay STATE's invoices in accordance with Paragraph 6 below. Under this Agreement, cost or costs include without limitation those items provided for in NRS 408.407, NAC 408.303 through 408.379, inclusive, and 23 CFR § 645.117.

5. The parties designate that the method of developing the adjustment costs shall be actual direct and related indirect costs to be accumulated in accordance with an approved work order accounting system or procedure prescribed by the applicable Federal or State regulatory body in accordance with the provisions of 23 CFR Part 645, Subpart A.

6. STATE shall submit to CITY the original plus one (1) copy of a detailed, itemized statement showing all the costs for which STATE is claiming reimbursement in connection with a final billing or progress billing. CITY shall reimburse STATE for all appropriate charges in accordance with the provisions of 23 CFR Part 645, Subpart A. CITY shall, within sixty (60) calendar days after it receives the monthly progress billing, pay STATE the amount of that billing. During that 60-day period, CITY's assigned inspector may verify that the work has been performed and the items for which the monthly billing applies have been purchased for use on the described Project.

7. The accounts and records of CITY and STATE pertaining to the betterments shall be subject to audit by representatives of STATE and/or the Federal Highway Administration for a period of three (3) years after STATE has received final payment. CITY shall retain the financial records relating to the adjustments and shall make the records available for inspection by representatives of STATE and/or the Federal Highway Administration upon request during the course of the adjustments and for a period of not less than three (3) years after STATE has received final payment.

8. 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 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 STATE: STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
William Grennan, Assistant Chief R/W Agent
1263 S. Stewart Street
Carson City, NV 89712
Phone: 775-888-7292
E-mail: wgrennan@dot.nv.gov

FOR CITY: Derek Starkey, City Engineer
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408-8547
Phone: (775) 784-9918
E-mail: dstarkey@cityoffernley.org

9. 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 state district courts for enforcement of this Agreement.

10. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this 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, property damage, contract damages, or for any reason whatsoever, pursuant to the terms or provisions of this Agreement.

11. 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 perform the services set forth herein.

12. 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 as to the legality and form by the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their officials, thereunto duly authorized, on the date first above written.

CITY OF FERNLEY

REVIEWED AND RECOMMENDED BY:

By: _____
Daphne Hooper
City Manager

_____, District Engineer

APPROVED AS TO LEGALITY AND FORM:

STATE OF NEVADA
COUNTY OF _____

This instrument was acknowledged before me on _____
by _____ as _____ of _____.

(Notary)

Craig Reynoldson, Chief Right-of-Way Agent

APPROVED AS TO LEGALITY AND FORM:

, Deputy Attorney General

STATE OF NEVADA, acting by and through its
DEPARTMENT OF TRANSPORTATION

Kristina Swallow, PE, Director

STATE OF NEVADA
CARSON CITY

On this ____ day of _____, 20____, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, _____ personally known (or proved) to me to be the _____ Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

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IN WITNESS WHEREOF I have hereunto
set my hand and affixed my official seal the day
and year in this certificate first above written.

EXHIBIT "A"

Estimated Costs

(attached separately)

CONTRUCTION TYPE CODE: Y060 UTILITY ADJU
 BREAKOUT DESCRIPTION: SANITARY SEWER MANHOLE REPLACEMENT - CITY OF FERNLEY

BREAKOUT NO: 04 C1C 9490 CONTR COUNTY: LYON
 FROM STATION: "LB1" 694+10 TO STATION: "LB1" 707+02
 GASB34: OTHER

AGREEMENT_NUMBER: Agreement Pending

UNIT OF WORK	QUANTITY	UNIT MEAS	DESCRIPTION	*UNIT PRICE	ITEM COST
2021035	3.000	EACH	REMOVAL OF MANHOLE	3,000.00	9,000.00
2060110	270.000	CUYD	STRUCTURE EXCAVATION	45.00	12,150.00
2070110	202.400	CUYD	GRANULAR BACKFILL	70.00	14,168.00
6090330	3.000	EACH	SPECIAL SEWER MANHOLE	7,500.00	22,500.00
6091030	1650.000	POUND	CASTINGS	3.00	4,950.00
SUBTOTAL:					62,768.00
CONTINGENCIES (5.00%)					3,138.40

TOTAL COST: **\$65,906.40**

7340103 1.000 LS CONSTRUCTION ENGINEERING BY STATE FORCES @ 12%

7,908.77

CE TOTAL: **\$7,908.77**

COUNTY: LYON PRIMARY AMOUNT: CITY OF FERNLEY (K28) AT (100.00%) 73,815.00

EXHIBIT "B"

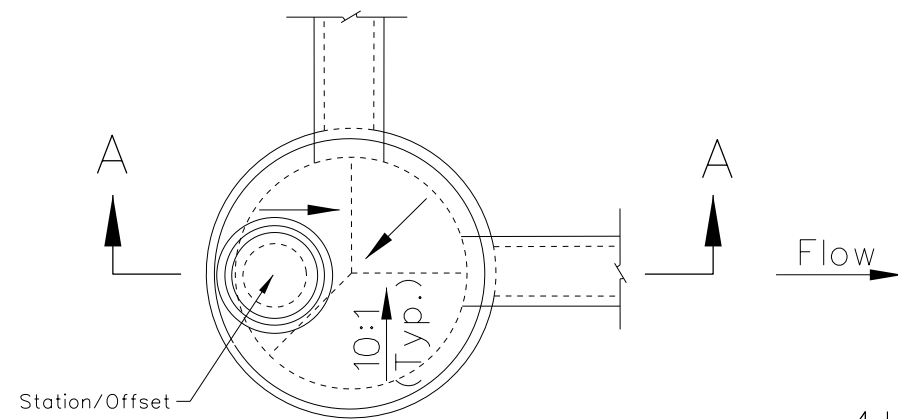
Drawings

(attached separately)

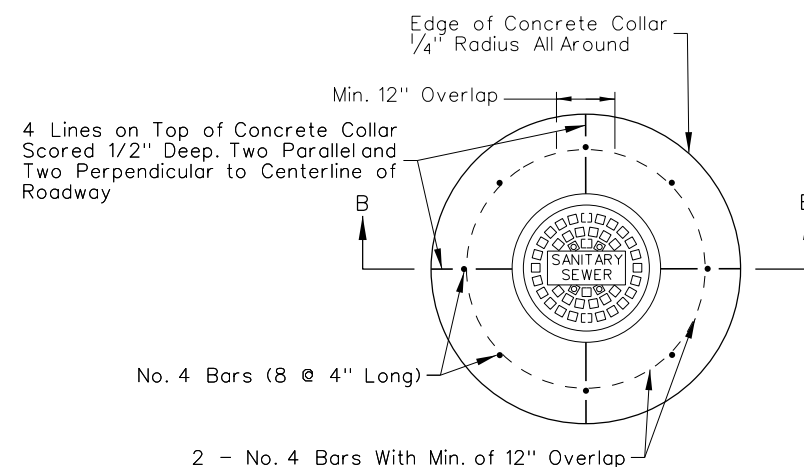
STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	SPF-50A-1(006)	LYON	SD3

NOTES:

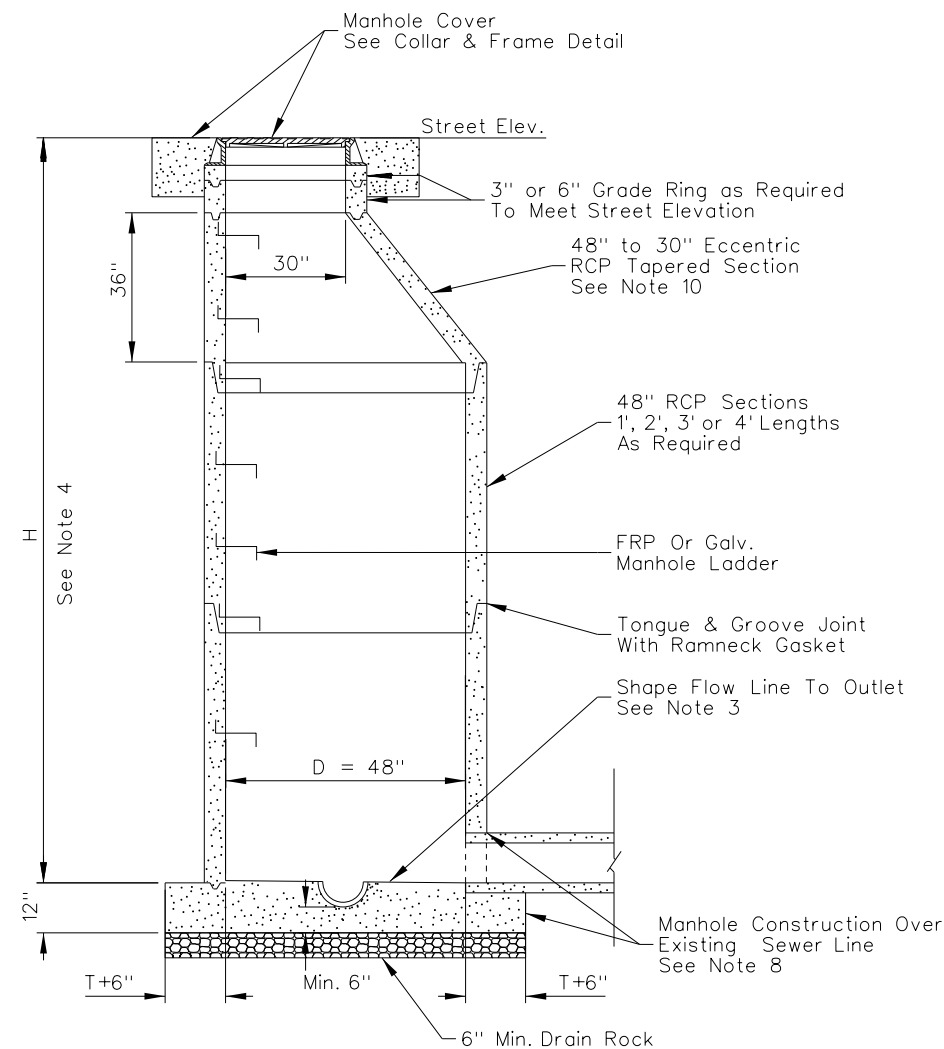
1. For cast in place concrete base all reinforcing steel to be No. 4 bars at 18 inch centers tightly wound at all intersections and embedded in concrete at least 2 inches and bar ends must clear concrete surfaces by 1 1/2 inches. Precast concrete base may be used in lieu of cast-in place base.
2. All concrete shall be class A or AA.
3. Shape flow line in manhole to outlet pipe, and provide a 10:1 minimum slope from all directions toward flow line. Inflow pipe invert elevations shall be ≥ 0.1 foot above outflow pipe elevation. Form smooth curve in base for intersecting sewer.
4. For values of "H" see plans. "H" is the difference in elevation between the outflow pipe invert elevation and the top of manhole elevation at street grade.
5. Pipes shall not protrude more than 3" inside manhole section.
6. All manholes shall include D&L supply A-1024 frame and cover assembly, or equal, with the letters "SANITARY SEWER" clearly displayed on the cover.
7. Precast concrete pipe sections, tapered sections, lids, grade rings, bases, and steps shall conform to AASHTO M 199 (ASTM C-478).
8. 8" Min. thickness between pipeline invert and bottom of base. Form sloping base to to pipeline midpoint with 4" Min. vertical drop. Expose pipeline & grind away top half to width equal manhole I.D. Precast barrel section formed to clear pipeline.
9. T = manhole pipe wall thickness.
10. Manholes 5' deep or more require ladders. Rotate precast lid or eccentric RCP tapered section to locate ladder away from pipe openings and to keep manhole cover out of the wheel path or other undesirable locations as directed by the engineer. Manholes less than 5' deep may be concentric.
11. Manholes shall be vacuum tested per ASTM C-1244-93 or hydrostatic tested by contractor.
12. Contact City of Fernley 7 days prior to replacement to schedule manhole cleanout.



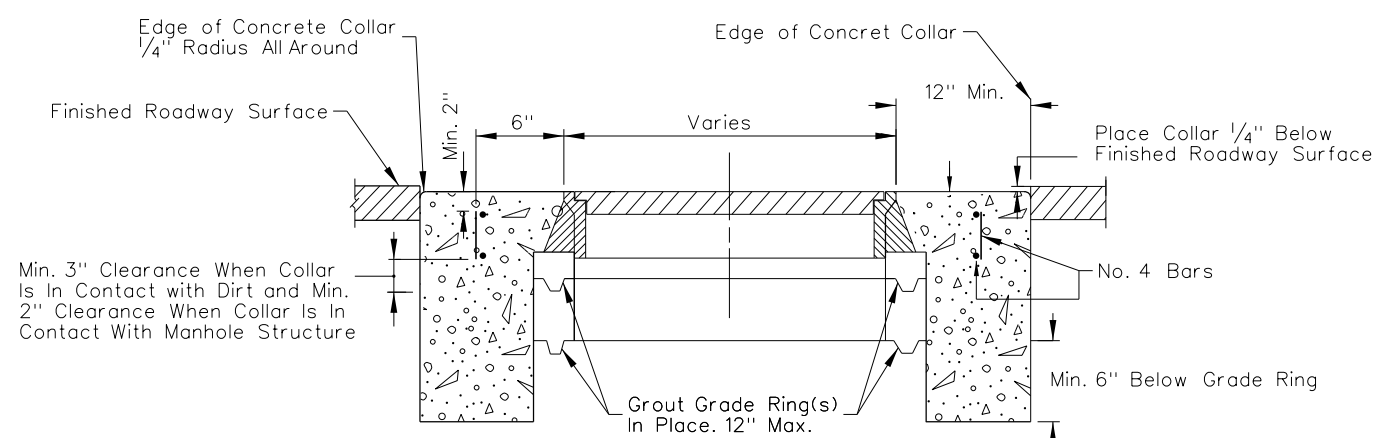
PLAN



CONCRETE COLLAR PLAN



SECTION A-A



SECTION B-B

Exhibit 'B'

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

SPECIAL SEWER
MANHOLE

where the test cylinders are not subject to vibration. The concrete curing box shall be of sufficient size or number to store, without crowding or wedging, the required number of test cylinders based upon the Contractor's plan of operations. The concrete curing box and location shall be as approved.

501.03.03 Storage of Aggregates. In the third sentence of the third paragraph on page 212 of the Standard Specifications, the words "according to Test Method No. Nev. T112" are hereby added after the word "aggregates."

501.03.04 Proportions. When mixing batches of 4 cubic yards or less, the tolerance for Mineral Admixture shall be - 0% to + 4%.

501.03.06 Mixing. In the twelfth paragraph on page 214 of the Standard Specifications, the words "or additional water" are hereby deleted.

SECTION 502 – CONCRETE STRUCTURES

502.01.01 General. This work also consists of single slope concrete barrier rail.

502.04.01 Measurement. Single slope concrete barrier rail will be measure by the linear foot.

502.05.01 Payment. Payment will be made under:

Pay Item	Pay Unit
Single Slope Concrete Barrier Rail (Type B)	Linear Foot

SECTION 506 - STEEL STRUCTURES

506.01.01 General. This work also consists of installing bollards.

506.02.03 Bollards. Steel tubes for bollards shall conform to ASTM A 53 Grade A.

Concrete shall conform to the requirements of Section 502.

Paint for bollards shall conform to Section 714.

Galvanized steel for bollards shall conform to Section 715.

506.03.28 Bollards. Construct and install bollards at location shown on plans. Fabricated bollards shall be inspected prior to installation. Final determination of bollard locations will be made in the field as directed.

Excavate a hole for the bollard to the required depth. Assemble the bollard and set the bollard plumb. Place concrete for the bollard base according to Section 502.

Galvanized posts shall be pre-treated with vinyl wash primer or per manufacturer's recommendations prior to painting "OSHA" safety yellow.

506.04.01 Measurement. Bollards will be measured by the each.

506.05.01 Payment. Payment will be made under:

Pay Item	Pay Unit
Bollards	Each

SECTION 609 - INLETS AND MANHOLES

609.03.02 Adjusting Manhole and Valve Covers. In the first sentence of the fifth paragraph of this Subsection of the Standard Specifications, the "90%" is hereby deleted and "95%" substituted therefore.

609.03.05 Special Sewer Manhole. Also consists of providing bypass pumping for the installation of the Special Sewer Manhole. Provide bypass pumping of sewage mainline as necessary to ensure uninterrupted sanitary sewer mainline usage. Bypass pumping shall be in place until proposed gravity fed mainline system is operational. Do not begin the Special Sewer Manhole work until a bypass pumping plan has been approved by the Engineer.

609.03.06 Adjust Drop Inlet. Adjust drop inlet consists of adjusting the height of a previously constructed drop inlet.

For a completed inlet requiring height adjustment, remove the upper portion of the inlet as necessary to reconstruct to the required finished grade. Dispose of the removed materials according to Subsection 107.14. The frame and grate may be reinstalled if not damaged and if approved. Clean the inlet as directed to allow for adjustment. Furnish and install reinforcing steel, concrete, grate, frame, and necessary materials to adjust the inlet. Complete the construction of the inlet to the required finished grade.

Perform excavation and backfill as necessary to accommodate the work.

Repair or replace damaged or missing components, and provide new materials as necessary to complete the adjustment.

609.04.01 Measurement. Adjust drop inlet will be measured by the each.

609.05.01 Payment. Payment will be made under:

Pay Item	Pay Unit
Adjust Drop Inlet	Each

SECTION 613 – CONCRETE CURBS, GUTTERS AND SIDEWALKS

613.01.01 General. This work also consists of sidewalk underdrain.

613.04.01 Measurement. Sidewalk underdrain will be measured by the each.

613.05.01 Payment. Payment will be made under:

Pay Item	Pay Unit
Sidewalk Underdrain	Each

SECTION 623 - SIGNALS, LIGHTING, AND INTELLIGENT TRAFFIC SYSTEMS

623.01.01 General. This work consists of furnishing, installing, and testing ITS equipment including, preformed transformer pad, steel post, rectangular rapid flashing beacon, remove pedestrian push button and sign, rectangular rapid flashing beacon controller (type 1) and all materials associated with the installation of these devices and ancillary equipment as shown on the plans and as specified.

The location of the speed detector loops shown on the plans are approximate and will be adjusted in the field. Give notification a minimum of 5 working days prior to installing loop detectors. The Engineer will contact Stephen Helms at (775) 888-7474 or (775) 720-6858 to determine the exact location of the speed loops.

623.01.02 Abbreviations and Definitions. Architecture. The manner in which hardware or software is structured. Architecture typically describes how the system or program is constructed, how its components fit together. Network architecture defines the functions and description of data formats and procedures used to communication between communication buildings or workstations.

Communication building. It is the central or field site that functions as a collector point for the many communication links emanating from field device locations. Typically, the equipment located within the communication building is responsible for routing, multiplexing, or de-multiplexing the communication links between the server room located at the TMC/ROC and the field device locations.

Central Equipment. Equipment that receives information from the communication huts, processes the information, and distributes the output to operator workstations, video wall, etc.

Central System Software (CSS). Software that is located within the TMC/ROC that is responsible for most of the data processing that needs to occur between the operator workstation and the field devices.

Communication Edge Equipment. Communication equipment at the extremities of the communication system. Typically, communication edge equipment are the last communication devices within a communication system that interface the field device controllers.

Encoder. Devices located along with the CCTV field equipment that converts an analog video feed to Digital.

Field Devices. Devices located along the roadways such as CCTV, DMS, ramp meters, detection stations, and Road Weather Information System (RWIS).