

COOPERATIVE (STEWARDSHIP) AGREEMENT
VICTORIAN AVENUE ENHANCEMENT

This Agreement is made and entered into the 12th day of August, 2005, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the City of Sparks, a municipality of the State of Nevada, 431 Prater Way, Sparks, NV, 89431, hereinafter called the CITY.

WITNESSTH:

WHEREAS, agreements between the DEPARTMENT and public agencies are authorized under Chapters 277 and 408 of the Nevada Revised Statutes (NRS); and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Plan allowing the DEPARTMENT to assume the responsibilities of the FHWA under Title 23 United States Code for design, plans, specifications, estimates, contract awards, and inspection of projects; and

WHEREAS, the Stewardship Plan allows the DEPARTMENT under certain circumstances to further delegate project review, oversight and administration to capable local agencies; and

WHEREAS, this Agreement is intended to delegate authority to the CITY to design, advertise, award, and manage construction of sidewalk, landscaping, and lighting improvements along Victorian Avenue as outlined in the Project Scope attached hereto and incorporated herein as Attachment A, hereinafter called the PROJECT; and

WHEREAS, the PROJECT has been approved for Enhancement funds; and

WHEREAS, this Agreement and the PROJECT is of mutual benefit to the DEPARTMENT and the CITY as it provides a means of designing and constructing a project in the most efficient and cost-effective method.

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

ARTICLE I - DEPARTMENT AGREES:

1. To follow State Law, regulations and directives for developing and approving project designs, overseeing projects and administering contracts.
2. To delegate authority to the CITY to design (including the development of plans, specifications, and estimates), complete the National Environmental Policy Act (NEPA) documentation, obtain the environmental permits and clearances, advertise, award, and manage construction of the PROJECT.

3. To assure that the CITY's actions are in accordance with Federal, State and local laws, regulations and policies.

4. To program Federal Enhancement funding for a maximum of Six Hundred Thousand and No/100 Dollars (\$600,000.00) for the PROJECT, and to set up a Project Identification Number to track all PROJECT costs.

5. Once the funding is programmed, to authorize through a written notice to proceed, the CITY to proceed with the design of the PROJECT.

6. To coordinate the NEPA process, environmental permits and clearances with the appropriate Regulatory Agency and the CITY based on the documentation provided by the CITY.

7. Upon receipt of the NEPA documentation, environmental permits and clearances, to assure that Federal environmental laws and regulations were met on the PROJECT and to certify the PROJECT in accordance with Federal requirements.

8. To review and comment on the CITY's design (including plans, specifications and estimates) within fifteen (15) working days from the time of receipt of documents from the CITY.

9. To assure that Federal right-of-way laws and regulations are met on this PROJECT and document those actions in accordance with the DEPARTMENT's administrative requirements.

10. To assure that the CITY's procedures for advertising, bid opening and award of the PROJECT are in accordance with the Federal requirements.

11. To assure that all reporting and project documentation, as necessary for financial management and applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

12. To authorize the CITY to proceed with the advertisement/award of the contract and construction of the PROJECT, through a written notice to proceed once the final design (including plans, specifications and estimates) has been reviewed and approved, all certifications have been completed and the funding authorized.

13. To assign a Project Coordinator and/or a Resident Engineer to act as the DEPARTMENT's representative to monitor all aspects of the PROJECT with specific responsibility to ensure all Federal requirements are met.

14. To reimburse the CITY, as work progresses upon receiving an invoice from the CITY on the PROJECT, for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT PROJECT costs. Total reimbursement shall not exceed the total programmed amount minus any DEPARTMENT PROJECT expenses.

15. To review all addenda and change orders and to approve these, when acceptable, within ten (10) working days from the time of receipt of documents from the CITY.

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ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces the design (including the development of plans, specifications and estimates), complete the NEPA documentation, obtain the environmental permits and clearances, advertise, award and manage construction of this PROJECT, as outlined in Attachment A, in accordance with State and local laws, regulations and policies and Federal regulations and policies including but not limited to those listed in the "Contract Administration Core Curriculum Participant's Manual and Reference Guide," incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated, and maintained in accordance with State laws, regulations, directives, and safety standards.
2. To include the required Federal and State provisions in the bid documentation including but not limited to those listed in Attachment B, attached hereto and incorporated herein.
3. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or the CITY.
4. To coordinate the NEPA process, environmental permits and clearances with the DEPARTMENT.
5. To invite the DEPARTMENT to project meetings including field reviews, right-of-way settings, review meetings and the pre-construction conference.
6. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design stages. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents.
7. To provide design exception documentation to the DEPARTMENT for approval.
8. To submit to the DEPARTMENT for review and approval five (5) final sets of plans, specifications and estimates prior to advertising.
9. To provide written certification that the design was completed to CITY standards.
10. To provide written certification to the DEPARTMENT's Right-of-Way Division that the proposed improvements are to be constructed on property owned by the CITY, prior to the execution of this Agreement.
11. To proceed with the PROJECT advertisement only after receiving written approval from the DEPARTMENT.
12. To perform the contract administration of the construction contract by providing appropriate personnel to observe, review, inspect, perform materials testing, be in responsible charge of the construction and be capable of answering any question that may arise in relation to the contract plan and specifications during construction, to be responsible for insuring that all applicable NEPA,

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environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met, and to report to the DEPARTMENT's Resident Engineer questions as to the administration of the contract in accordance with Federal requirements and acceptable fulfillment of the contract on the part of the contractor.

13. To submit to the DEPARTMENT for review and approval, addenda and change orders, and to receive DEPARTMENT approval for these prior to incorporating into the PROJECT.

14. To allow the DEPARTMENT or its designated representatives to observe, review, and inspect all work associated with the PROJECT during construction.

15. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference.

16. To require that the contractors and subcontractors for the PROJECT complete Form FHWA-1391, "Federal-Aid Highway Construction Contractors Annual EEO Report," in compliance with 23 U.S.C. 140a and 23 Code of Federal Regulations Part 230. The data for Form FHWA-1391 shall be for PROJECT personnel only and shall be taken from the last payroll period for the month of July. The form shall be forwarded to the DEPARTMENT's Resident Engineer by the 20th of August for each year that work is completed on the PROJECT during the month of July.

17. To submit one (1) set of as-built plans to the DEPARTMENT prior to requesting the conduct of the final inspection.

18. To invoice the DEPARTMENT at least every six (6) months, but not more frequently than monthly, as work progresses on the PROJECT for actual PROJECT costs. Total reimbursement shall not exceed the total programmed amount minus any DEPARTMENT PROJECT expenses. Invoices for preliminary engineering shall be forwarded to the DEPARTMENT's Stewardship Coordinator for processing. Invoices for the construction phase shall be forwarded to the DEPARTMENT's Resident Engineer for review. The Resident Engineer shall forward the invoice to the DEPARTMENT's Stewardship Coordinator.

19. To be responsible for the five percent (5%) match of Federal funds and for one hundred percent (100%) of all costs exceeding the programmed Federal funds.

20. To retain maintenance responsibilities upon completion and final written acceptance of the PROJECT by the DEPARTMENT.

21. To complete and sign Attachment C - "Affidavit Required under Section 112(c) of Title 23 United States Code", and Attachment D - "Certification Required by Section 1352 of Title 31, United States Code, Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities", attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2007, or until the 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. Costs associated with this Agreement will be administered in accordance with the cost principles contained in Office of Management and Budget (OMB) Circular A-87.

3. The description of the PROJECT is preliminary and may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation in order to accommodate the PROJECT. If it is determined at a later date that this is not the case, an amendment to this Agreement shall be required. The DEPARTMENT shall acquire all necessary right-of-way and/or work with the utility companies in order to relocate the impacted utilities. All costs associated with the right-of-way acquisition and/or utility relocation shall become a PROJECT cost. The CITY will be responsible for completing the additional NEPA documentation, environmental permits and clearances associated with the right-of-way acquisition. The DEPARTMENT will coordinate with the Regulatory Agencies and the CITY and will certify the PROJECT in accordance with the Federal requirements.

5. Each party agrees to complete a final inspection and punch list prior to final acceptance of the work by the DEPARTMENT.

6. The total PROJECT costs are Six Hundred Thirty-One Thousand Five Hundred Seventy Nine and No/100 Dollars (\$631,579.00), which includes Six Hundred Thousand and No/100 Dollars (\$600,000.00), comprising ninety-five percent (95%), of Federal funding, and a match of Thirty-One Thousand Five Hundred Seventy-Nine and No/100 Dollars (\$31,579.00), comprising five percent (5%), which match shall be the responsibility of the CITY.

7. The following is a summary of estimated costs and available funds.

Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 20,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 61,800.00
Construction Costs:	<u>\$539,779.00</u>
<u>Total Costs:</u>	\$631,579.00

Available Funding Sources:

Federal Enhancement Funds:	\$600,000.00
CITY Funds:	<u>\$ 31,579.00</u>
<u>Total Funding:</u>	\$631,579.00

8. The CITY is responsible for the matching funds, which shall be cash or in-kind services. In-kind services may include the preliminary engineering costs needed to complete the design of the PROJECT; the administrative costs associated with advertising and awarding the contract; the construction engineering costs to monitor the construction and perform inspections of the PROJECT, incurred by the CITY.

9. The CITY may incur no PROJECT costs until this Agreement is executed and the DEPARTMENT has issued a "Notice to Proceed."

10. The total PROJECT costs shall be determined by adding together the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering (design and review of project plans and specifications), completing the NEPA process and acquiring environmental permits and clearances, the relocation of utilities, utility service application fees, water conservation fees and utility connection and inspection fees, construction engineering (testing and inspection), and construction costs. The CITY match will be calculated using the applicable percent of the total PROJECT costs eligible for Federal funding. The CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding.

11. 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.

12. This Agreement may be terminated by either party 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. 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.

13. Should this Agreement be terminated by the CITY for any reason prior to completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse all of the PROJECT costs incurred to date of termination, including any costs incurred by the DEPARTMENT as a result of the termination.

14. 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: Jeffrey Fontaine, P.E., Director
Attn: Rick Oxoby, P.E.
Stewardship Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street

Carson City, Nevada 89712
Phone: (775) 888-7164
Fax: (775) 888-7401
E-Mail address: roxoby@dot.state.nv.us

FOR CITY:

Pete Etchart, P.E., City Engineer
City of Sparks
Public Works - Engineering
431 Prater Way
Sparks, Nevada 89431
Phone Number: (775) 353-2341
Fax Number: (775) 353-1635
E-Mail Address: petchart@ci.sparks.nv.us

15. The CITY will award the total contract in accordance with its rules and procedures to the lowest responsive and responsible bidder.

16. The CITY will insure 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 CITY and the DEPARTMENT.

17. 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, arising out of any alleged negligent or willful acts or omissions 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.

18. 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 DEPARTMENT 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.

19. 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 district courts for enforcement of this Agreement.

20. 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 and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

21. All or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. 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 or property damage pursuant to the terms or provisions of this Agreement.

23. 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.

24. 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.

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 cooperative action set forth herein.

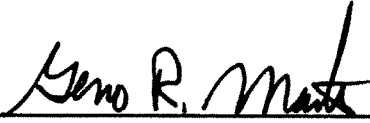
27. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

28. 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

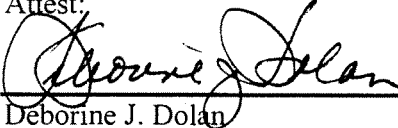
Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

CITY OF SPARKS



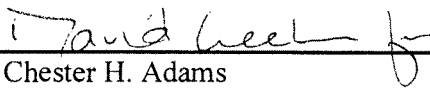
Geno Martini
Mayor

Attest:


Deborah J. Dolan
City Clerk

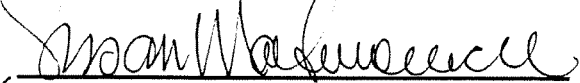


Approved as to Form:

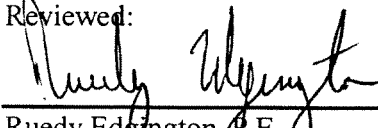


Chester H. Adams
City Attorney

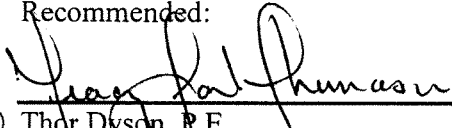
State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION



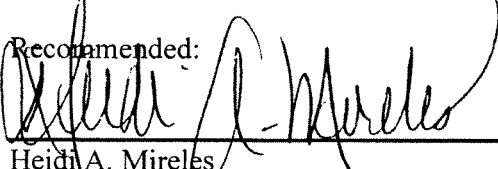
Jeffrey Fontaine, P.E.
Director

Reviewed:


Rudy Edgington, P.E.
Assistant Director - Engineering

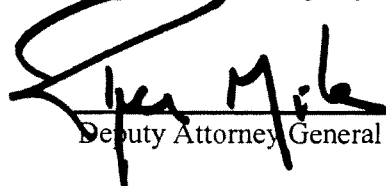
Recommended:


Thor Dyson, P.E.
District Engineer

Recommended:


Heidi A. Mireless
Chief Right-of-Way Agent

Approved as to Legality & Form:



Deputy Attorney General

Amendment No. 1 to
Highway Agreement No. PR612-05-063

This Amendment is made and entered into this 20th day of June, 2006, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Sparks, a municipality of the State of Nevada, 431 Prater Way, Sparks, NV, 89431, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on August 12, 2005, the parties entered into Agreement No. PR612-05-063 to design, advertise, award, and manage construction of sidewalk, landscaping, and lighting improvements along Victorian Avenue; and

WHEREAS, the CITY was approved for an additional phase of the PROJECT; and

WHEREAS, this amendment increases the amount to be paid to the CITY by Six Hundred Thousand and No/100 Dollars (\$600,000.00); and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR612-05-063.

NOW, THEREFORE, the parties agree as follows:

- A. Attachment A is removed in its entirety and replaced with the attached Attachment A-1.
- B. Article I, Paragraph 4, is amended by deleting it in its entirety and inserting in its place: "To program Federal Enhancement funding for a maximum of One Million Two Hundred Thousand and No/100 dollars (\$1,200,000.00) for the PROJECT, and to set up a Project Identification Number to track all PROJECT costs."
- C. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place: "The total PROJECT costs are One Million Two Hundred Sixty-Three Thousand One Hundred Fifty-Eight and No/100 Dollars (\$1,263,158.00), which includes One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00), comprising ninety-five percent (95%), of Federal funding, and a match of Sixty-Three Thousand One Hundred Fifty-Eight and No/100 Dollars (\$63,158.00), comprising five percent (5%), which match shall be the responsibility of the CITY."
- D. Article III, Paragraph 7, is amended by deleting it in its entirety and inserting in its place:

"The following is a summary of estimated costs and available funds.

Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 40,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 123,600.00
Construction Costs:	<u>\$1,089,558.00</u>
<u>Total Costs:</u>	<u>\$1,263,158.00</u>

Available Funding Sources:

Federal Enhancement Funds:	\$1,200,000.00
CITY Funds:	<u>\$ 63,158.00</u>
Total Funding:	<u>\$1,263,158.00"</u>

E. All of the other provisions of Agreement No. PR612-05-063 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF SPARKS

Geno R. Martini
Geno Martini
Mayor

Attest:

Deborine J. Dolan
Deborine J. Dolan
City Clerk

Approved as to Form:

Chester H. Adams
Chester H. Adams
City Attorney

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

Sharon M. Malmgren
Director

Reviewed:

R. Scott Rawlins
~~R. Scott Rawlins, P.E., CPM~~
Assistant Director - Engineering

Recommended:

Thor Dyson 6/5/06
Thor Dyson, P.E.
District Engineer

Recommended:

Heidi A. Mireles 6/13/06
Heidi A. Mireles
Chief Right of Way Agent

Approved as to Legality & Form

Deputy Attorney General
Deputy Attorney General

Attachment A-1

Victorian Avenue Enhancement Project
Project Scope and Estimate

The Victorian Avenue Enhancement Project consists of constructing curb and gutter, sidewalk, landscaping and lighting improvements on Victorian Avenue from 21st Street to Rock Boulevard in the City of Sparks. The estimated cost of the project is shown below:

Work Description	Bid Quantity		Engineer's Estimate	
			Unit Cost	Total Cost
Remove and Replace Existing Catch Basins w/ Type 4-R Catch Basins	1	EA	\$ 2,500.00	\$ 2,500.00
Remove and Dispose of Type I Curb and Gutter	4,179	LF	\$ 6.00	\$ 25,074.00
Install Type I Curb and Gutter w/ Agg. Base	4,179	LF	\$ 14.00	\$ 58,506.00
Remove and Dispose Existing Sidewalk	18,714	SF	\$ 3.50	\$ 65,499.00
Install 6' Sidewalk w/ Agg. Base (Broom Finish)	19,488	SF	\$ 8.50	\$ 165,648.00
Install Type II Sidewalk Cross-Drain	0	EA	\$ 600.00	\$ -
Remove Commercial Driveway Apron w/ Agg. Base	0	SF	\$ 5.00	\$ -
Install Commercial Driveway Apron w/ Agg. Base	5,586	SF	\$ 9.00	\$ 50,274.00
Remove Sidewalk and Construction Pedestrian Ramp	14	EA	\$ 1,100.00	\$ 15,400.00
Construct RTC Buss Stop Pad (PCC 15' x 7.5' Fiber Reinforced) w/ Agg. Base	0	EA	\$ 1,050.00	\$ -
Construct Concrete Bench Pad (PCC 8' x 2' Fiber Reinforced) w/ Agg. Base	14	EA	\$ 400.00	\$ 5,600.00
Remove and Replace Concrete Valley Gutter	1,635	SF	\$ 18.00	\$ 29,430.00
Remove and Dispose of AC Pavement (5 FT From Lip)	2,386	SY	\$ 5.00	\$ 11,930.00
Install 6" AC w/8" Agg. Base (5' From Lip)	2,386	SY	\$ 25.00	\$ 59,650.00
Remove Additional Concrete / Asphalt	10,922	SF	\$ 1.50	\$ 16,383.00
Install Additional Sidewalk w/ Agg. Base (Broom Finish)	5,510	SF	\$ 8.50	\$ 46,835.00
Install Additional Pavement (4" AC w/5' Agg. Base)	368	SY	\$ 20.00	\$ 7,360.00
Adjust Water and Gas Valves/ Electrical Boxes, Complete in Place	47	EA	\$ 400.00	\$ 18,800.00
Furnish and Install Traffic Loop	2	EA	\$ 550.00	\$ 1,100.00
Remove and Salvage Existing Light Fixtures to SPPCo	16	EA	\$ 500.00	\$ 8,000.00
Landscaping - Furnish and Install Complete and in Place	1	LS	\$ 213,720.00	\$ 213,720.00
Landscaping - Furnish and Install Water Lateral and Meter	1	LS	\$ 5,000.00	\$ 5,000.00
Landscaping - Furnish and Install Irrigation Controller	1	EA	\$ 5,000.00	\$ 5,000.00
Landscaping - Furnish and Install Backflow Preventer	1	EA	\$ 1,500.00	\$ 1,500.00
Furnish and Install Benches	14	EA	\$ 1,500.00	\$ 21,000.00
Furnish and Install Trash Receptacle	14	EA	\$ 600.00	\$ 8,400.00
Electrical - Furnish and Install Irrigation and Street Lighting System	1	LS	\$ 8,358.00	\$ 8,358.00
Electrical - Furnish and Install Street Light Pole and Luminaire	53	EA	\$ 2,500.00	\$ 132,500.00
Replace Pavement Marking with Paint (Crosswalks, Stop Bar, and Symbols)	1	LS	\$ 4,500.00	\$ 4,500.00
Paint Parking Space Striping	1	LS	\$ 5,500.00	\$ 5,500.00
Traffic Control	1	LS	\$ 60,000.00	\$ 60,000.00
Force Account (15% Contingency)	1	LS		\$ 143,304.88
Total Cost:				\$ 1,196,771.88
Inflation (4% per year):				\$ 47,870.88
Total Construction Cost				\$ 1,244,642.76
Preliminary Engineering (CITY)				\$ 40,000.00
Preliminary Engineering (DEPARTMENT)				\$ 5,000.00
Construction Engineering (CITY)				\$ 123,600.00
Construction Engineering (DEPARTMENT)				\$ 5,000.00
Estimated Total Project Cost				\$ 1,418,242.76
Costs Covered by CITY not part of Agreement				\$ 155,084.76
Total Estimated Project Cost Associated with Agreement				\$ 1,263,158.00

Amendment No. 2 to
Highway Agreement No. PR612-05-063

This Amendment is made and entered into this 19th day of December, 2007, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Sparks, a municipality of the State of Nevada, 431 Prater Way, Sparks, NV 89431, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on August 12, 2005, the parties entered into Agreement No. PR612-05-063 to design, advertise, award, and manage construction of sidewalk, landscaping, and lighting improvements along Victorian Avenue in Sparks; and

WHEREAS, this amendment addresses right-of-way activities for the PROJECT; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR612-05-063.

NOW, THEREFORE, the parties agree as follows:

- A. Insert the following paragraph in Article I, "16. To generate right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired for the PROJECT."
- B. Insert the following paragraph in Article I, "17. To acquire all necessary right-of-way for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended."
- C. Insert the following paragraph in Article I, "18. To coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to Nevada Administrative Code Chapter 408 and 23 CFR Part 645.
- D. Insert the following paragraph in Article I, "19. To prepare the "Consent to Resolution of Relinquishment and Land Transfer Agreement" and "Resolution of Relinquishment."
- E. Insert the following paragraph in Article I, "20. To submit to the CITY the "Consent to Resolution of Relinquishment and Land Transfer Agreement" for presentation to the CITY Council for their approval."
- F. Insert the following paragraph in Article I, "21. To present to the Transportation Board of Directors the "Resolution of Relinquishment" for their approval."
- G. Insert the following paragraph in Article I, "22. To relinquish to the CITY, upon approval by the CITY of the "Resolution of Consent to Relinquishment and by the Nevada Department of Transportation Board of Directors of the "Resolution of Relinquishment," all permanent easements acquired for the PROJECT and to permit the CITY, its agents and contractors to enter upon the temporary easement areas and permanent easement areas for the term of the temporary easement and prior to the transfer of the permanent easements, respectively, to the CITY, for the purpose of constructing and inspecting the PROJECT."
- H. Article II, Paragraph 10, is amended by deleting it in its entirety, and inserting in its

place, "To provide at the time of the ninety percent (90%) submittal written certification with support documentation to the DEPARTMENT that the improvements outside of the right-of-way being acquired by the DEPARTMENT for the PROJECT are owned by the CITY, excepting therefrom additional parking upon APN 032-064-04 and 032-124-01 to be constructed under an Agreement for Construction Outside the Right of Way."

- I. Insert the following paragraph in Article II, "22. To hold a right-of-way setting. The right-of-way setting shall include plans showing limits of existing right-of-way and easements, and any necessary right-of-way for the PROJECT, i.e. Fee Takes, Permanent and Temporary Easements, and Permission to Construct limits."
- J. Insert the following paragraph in Article II, "23. To obtain approval of the "Consent to Resolution of Relinquishment and Land Transfer Agreement" from the CITY Council."
- K. Insert the following paragraph in Article II, "24. To accept the right-of-way acquired by the DEPARTMENT for the PROJECT and any maintenance responsibility associated therewith."
- L. Article III, Paragraph 4, is amended by deleting it in its entirety and renumbering the remaining paragraphs in Article III respectively.
- M. Article III, Paragraph 7, is amended by deleting it in its entirety and inserting in its place:

"The following is a summary of estimated costs and available funds.

Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 118,550.00
CITY Preliminary Engineering Costs:	\$ 40,000.00
DEPARTMENT Construction Engineering Costs	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 123,600.00
Construction Costs:	<u>\$ 976,008.00</u>
Total Costs:	\$1,263,158.00

Available Funding Sources:

Federal Enhancement Funds:	\$1,200,000.00
CITY Funds:	<u>\$ 63,158.00</u>
Total Funding:	\$1,263,158.00"

- N. Article III, Paragraph 8, is amended by deleting it in its entirety and inserting in its place, "The CITY is responsible for the matching funds."
- O. Article III, Paragraph 10, is amended by deleting it in its entirety and inserting in its place, "The total PROJECT costs shall be determined by adding together the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering (design and review of project plans and specifications), completing the NEPA process and acquiring environmental permits and clearances, right-of-

way acquisition, the relocation of utilities, utility service application fees, water conservation fees and utility connection and inspection fees, construction engineering (testing and inspection), and construction costs. The CITY match will be calculated using the applicable percent of the total PROJECT costs eligible for Federal funding. The CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding.

- P. All of the other provisions of Agreement No. PR612-05-063 and Amendment No. 1 dated October 20, 2006, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF SPARKS

Geno R. Martini
Geno Martini, Mayor

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

Jim Souba
Asst. Director ENG

Attest:

Carrie Brooks
Acting City Clerk Carrie A. Brooks

Reviewed:

Jim Souba
Jim Souba, P.E., Assistant Director -
Engineering

Approved as to Form:

Chester H. Adams
Chester H. Adams, City Attorney

Recommended:

Thor Dyson 8/15/07
Thor Dyson, P.E., District II Engineer

Recommended:

Heidi A. Mireles
Heidi A. Mireles, Chief Right of Way Agent

Approved as to Legality and Form:

Deputy Attorney General
Deputy Attorney General

Amendment No. 3 to
Highway Agreement No. PR612-05-063

A-3242
3/24/08
A.I. 5.12

This Amendment is made and entered into this 31st day of December, 2007, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Sparks, a municipality of the State of Nevada, 431 Prater Way, Sparks, NV 89431, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on August 12, 2005, the parties entered into Agreement No. PR612-05-063 to design, advertise, award, and manage construction of sidewalk, landscaping, and lighting improvements along Victorian Avenue in Sparks; and

WHEREAS, the termination date is amended due to delays in the project schedule; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR612-05-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article I, Paragraph 16, is amended by deleting it in its entirety and renumbering the remaining paragraphs in Article I respectively.
- B. Insert the following paragraph in Article II, "25. To generate right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired for the PROJECT."
- C. The termination date referenced in Article III, Paragraph 1, shall be changed from December 31, 2007, to December 31, 2008.
- D. All of the other provisions of Agreement No. PR612-05-063 dated August 12, 2005, Amendment No. 1 dated June 20, 2006, and Amendment No. 2 dated December 19, 2007, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF SPARKS

Geno R. Martini
Geno Martini, Mayor

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

Jim Souba
Assistant Director - Engineering

Attest:

Linda K. Patterson
Deborah J. Dolan, City Clerk
Linda Patterson

Reviewed:

Jim Souba
Jim Souba, P.E., Assistant Director -
Engineering

Approved as to Form:

Chester H. Adams
Chester H. Adams, City Attorney

Recommended:

Thor Dyson 4/7/08
Thor Dyson, P.E., District II Engineer

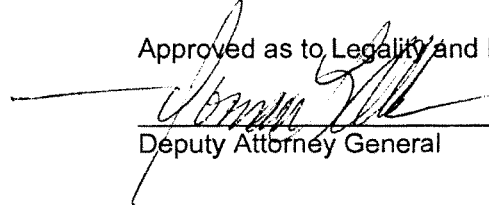
Recommended:



~~Heidi A. Mireles~~, Chief Right of Way Agent

~~Jon L. Bunch~~

Approved as to Legality and Form:



Deputy Attorney General