

INTERLOCAL AGREEMENT

This Agreement, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Clark County Water Reclamation District, 5857 East Flamingo Road, Las Vegas, Nevada 89122, hereinafter called the "DISTRICT".

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 (NRS), the Director of the DEPARTMENT may enter into those 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; and

WHEREAS, the DEPARTMENT desires to construct the I-15 Tropicana Design Build Project which will reconstruct the Tropicana Interchange, install ITS infrastructure including Active Traffic Management from approximately the Russell Road Interchange to the Warm Springs Interchange, and construct HOV on and off ramps from I-15 to the south side of the Harmon Avenue grade separation, in Las Vegas, Clark County, Nevada, to improve the safety, operations and mobility of the Tropicana Interchange, provide for future improvements on I-15, and to provide HOV access to the Resort Corridor (hereinafter "PROJECT"); and

WHEREAS, the DEPARTMENT will have funding available for this PROJECT from Federal, State, and Local sources; and

WHEREAS, the DISTRICT desires that the DEPARTMENT, on its behalf, include the improvements, which include installing new facilities, removing others and abandoning others in place, as outlined in Exhibits A and B of this Agreement (SEWER IMPROVEMENTS) in the PROJECT; and

WHEREAS, the purpose of this Agreement is to identify the DEPARTMENT's and the DISTRICT's financial responsibilities, rights-of-way, utility relocations and ongoing maintenance due to the construction of the PROJECT and SEWER IMPROVEMENTS; and

WHEREAS, the DISTRICT will reimburse the DEPARTMENT for the actual cost of the SEWER IMPROVEMENTS which are estimated to be Fourteen Million Four Hundred Forty-Five Thousand One Hundred Eighty-Five and No/100 Dollars (\$14,445,185.00)

WHEREAS, the DEPARTMENT will include the SEWER IMPROVEMENTS as defined herein within the PROJECT limits and the SEWER IMPROVEMENTS will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the DEPARTMENT will enter into a Project Labor Agreement (PLA) with the selected design-build contractor and the DISTRICT will honor the PLA terms; and

WHEREAS, the DEPARTMENT and the DISTRICT are willing and able to perform as described herein.

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

ARTICLE I - DISTRICT AGREES

1. To provide the DEPARTMENT with thirty percent (30%) contract plans to be included into the design-build contract documents.
2. SEWER IMPROVEMENTS will be constructed within the existing right-of-way.
3. To reimburse the DEPARTMENT within thirty (30) calendar days after receipt of the DEPARTMENT'S monthly invoice for the completed portion of the SEWER IMPROVEMENTS.
4. Upon approval by the DISTRICT to allow the DEPARTMENT's design-build contractor to design and construct the SEWER IMPROVEMENTS on its behalf as part of the PROJECT.
5. To be responsible for all costs associated with the CHANGES requested by the DISTRICT for SEWER IMPROVEMENTS or DISTRICT owned facilities that cannot be foreseen at this time.
6. To request all CHANGES to the DEPARTMENT in writing.
7. To complete the review of all change orders submitted to the DISTRICT by the DEPARTMENT within ten (10) working days after service of such change orders. In the event the DISTRICT does not provide the DEPARTMENT with the DISTRICT's written response to the DEPARTMENT's change order within ten (10) working days following the DEPARTMENT's services of such change orders upon the DISTRICT, the DEPARTMENT will proceed with change orders so as not to delay the PROJECT and will assume no liability therefore. Payments will be due within thirty (30) days of presentation of the DEPARTMENT's monthly invoice for all CHANGES requested by the DISTRICT.
8. Upon award of the Design Build contract, the DISTRICT to submit One Million and No/100 Dollars (\$1,000,000.00) (hereinafter the "ADVANCED FUNDS") to the DEPARTMENT for the SEWER IMPROVEMENTS with monthly payments for work completed being due until such time as the work on the SEWER IMPROVEMENTS is complete. The ADVANCED FUNDS shall be utilized to cover the cost of the final One Million and No/100 Dollars (\$1,000,000.00) of the SEWER IMPROVEMENTS.
9. To assign a project manager with approval authority on behalf of the DISTRICT to act as the DISTRICT representative and designated point of contact to oversee the DISTRICT's SEWER IMPROVEMENTS portion of the PROJECT and to ensure compliance with applicable DISTRICT requirements and a continuity of communications between the DISTRICT and the DEPARTMENT.
10. That the DEPARTMENT will be the point of contact for all communications with the DEPARTMENT's contractor for the PROJECT, including, but not limited to, reviewing comments on plans, specifications, traffic control plans, and DISTRICT's inspections for the DISTRICT's SEWER IMPROVEMENTS portion of the PROJECT.

11. To review and comment in writing the DEPARTMENT's Request for Proposal ("RFP") for the PROJECT including but not limited to Technical Provisions, Contract Drawings, and traffic control plans. The DISTRICT will not impose any requirements on the DEPARTMENT or its contractor beyond those provided in such RFP as long as the design does not vary as defined in the RFP documents. In the event the design does vary from the RFP documents, any additional DISTRICT requirements shall be agreed upon by the DISTRICT and the DEPARTMENT at the time such design change is supplemented into the RFP documents.

12. To review, comment and approve in writing, on the submitted Alternative Technical Concepts (ATCs) during the DEPARTMENT's design-build procurement which involve DISTRICT's SEWER IMPROVEMENTS or items under DISTRICT's jurisdiction related to the PROJECT. Acceptance of such ATCs requires their acceptance by both parties. The DISTRICT's response shall be received by the DEPARTMENT within fourteen (14) calendar days of the DISTRICT's receipt of such ATCs. Failure of DISTRICT to respond within this time frame shall constitute the DISTRICT's approval of such ATCs and permission for the DEPARTMENT to proceed.

13. To review, comment, and approve in writing, DEPARTMENT plans and specifications which involve the DISTRICT's SEWER IMPROVEMENTS or items under the DISTRICT's jurisdiction related to the PROJECT. Responses involving the DISTRICT shall be received by the DEPARTMENT within fourteen (14) calendar days of the DISTRICT's receipt of service of such plans and specifications. Failure of the DISTRICT to respond within this time frame shall constitute the DISTRICT's approval of the plans and specifications and permission for the DEPARTMENT to proceed.

14. To the use of those DEPARTMENT standards, specifications, and procedures set forth in the DEPARTMENT's design-build contract as of the setting date with its contractor for the development, analysis, and design of the DISTRICT's SEWER IMPROVEMENTS or items under the DISTRICT's jurisdiction related to the PROJECT except with the standards, specifications, and procedures set forth in the design-build contract and where agreed upon by both parties.

15. To report issues about the construction of the PROJECT to the DEPARTMENT Resident Engineer within twenty-four (24) hours of the DISTRICT's knowledge of such issues.

16. Upon the DISTRICT's approval of the DEPARTMENT design-build contractor's SEWER IMPROVEMENTS design, the DISTRICT will submit a permit application to the DEPARTMENT's District 1 Permit Office for the SEWER IMPROVEMENTS within DEPARTMENT right of way as depicted in Exhibit A. Once all permit requirements are met and a right-of-way occupancy permit has been issued by the DEPARTMENT's District 1 Permit Office the construction of the DISTRICT's SEWER IMPROVEMENTS by DEPARTMENT's design-build contractor can begin. The issued permit(s) shall be consistent with distinguishing the DISTRICT as the ultimate owner the SEWER IMPROVEMENTS, but the DEPARTMENT as the party constructing the SEWER IMPROVEMENTS in the right of way. The expected terms and conditions for the occupancy permit are attached as Exhibit C.

17. That certain existing facilities as depicted on Exhibit A will be abandoned and filled in place, but DISTRICT shall retain responsibility for these facilities.

18. To acquire permissions and all necessary permits for SEWER IMPROVEMENTS that are to be designed, constructed, removed and abandoned and filled within Clark County's right of way.

ARTICLE II - DEPARTMENT AGREES

1. To prepare or have prepared by others, the design-build contract documents.
2. To allow DISTRICT to review the PROJECT's design-build procurement documents including concept plans and specifications.
3. To invoice the DISTRICT monthly for the completed portion of the SEWER IMPROVEMENTS.
4. To require DEPARTMENT's design-build contractor to construct SEWER IMPROVEMENTS to the standards acceptable to the DISTRICT and the DEPARTMENT.
5. To advertise, award, and administer the design-build contract for the PROJECT and to be responsible for all construction costs deemed the responsibility of the DEPARTMENT.
6. To review CHANGES requested by DISTRICT within ten (10) working days.
7. To allow the DISTRICT to review and comment on change orders that involve features or items related to the PROJECT for which the DISTRICT assumes a maintenance responsibility. Approval shall be made within ten (10) working days of service of change orders as described in Paragraph 7 of ARTICLE I – DISTRICT AGREES. No response from the DISTRICT within this time frame shall constitute the DISTRICT's acceptance of the changes and authorization for the DEPARTMENT to proceed.
8. To invoice the DISTRICT monthly for all costs incurred due to the DISTRICT requested change orders including construction engineering.
9. To provide to the DISTRICT redlined as-built drawings, which include the final invert and rim elevations of the manholes that are installed, and close-out documents of the constructed SEWER IMPROVEMENTS as one of the conditions for the DISTRICT's substantial completion acceptance of the Sewer Improvements
10. To allow the DISTRICT to observe, review, and comment on all construction work related to the SEWER IMPROVEMENTS. Any comments shall be immediately directed to the DEPARTMENT's Resident Engineer.
11. To allow the DISTRICT's abandoned sewer depicted in Exhibit A, within DEPARTMENT's right of way to remain in place. The DISTRICT will be responsible for the abandoned facilities that remain in DEPARTMENT's right of way.
12. Upon meeting all DEPARTMENT's requirements, to issue a new permit for the SEWER IMPROVEMENTS that are being constructed for DISTRICT as part of the project and for the facilities that are being abandoned and filled in place.
13. To include the DISTRICT as indemnified by the DEPARTMENT's design-build contractor (and any subcontractors) to the same extent the DEPARTMENT is indemnified within the agreement(s) entered between the DEPARTMENT and the DEPARTMENT's design-build contractor.
14. To reimburse to the DISTRICT, within thirty (30) days of full completion of the SEWER IMPROVEMENTS, any portion of the ADVANCED FUNDS that remain after all costs owed by the DISTRICT in relation to the PROJECT are paid.

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, 2025, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT and the DISTRICT.

2. The responsibility for maintenance, operation and ownership of the DISTRICT's SEWER IMPROVEMENTS, abandoned and filled facilities, and other facilities that remain in DEPARTMENT's and Clark County's right of way shall survive the term of this agreement.

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

4. The parties agree to allow each other to observe, to inspect project construction, and to review applicable change orders in a timely manner which prevents PROJECT delay.

5. 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) calendar 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.

6. Should this Agreement be terminated by the DISTRICT prior to completion of the PROJECT, the DISTRICT will reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of this Agreement's termination.

7. The DISTRICT agrees to pay actual SEWER IMPROVEMENTS costs whether they be greater than or less than the estimates shown herein. The DEPARTMENT agrees to refund the DISTRICT any overages paid by the DISTRICT.

8. The DEPARTMENT does not provide any warranty that the estimate of the PROJECT cost 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. To the extent DISTRICT relies on the estimates set forth in Exhibit B to this Agreement, it does so at its own risk of incurring higher actual final costs.

9. Construction engineering and inspection costs shall be the responsibility of each agency for their respective improvements.

10. 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 facsimile with simultaneous regular mail, or by 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:

Kristina L. Swallow, P.E., Director
Attn.: Lynnette Russell, P.E. CPM, Assistant Chief Project
Management
Nevada Department of Transportation
Division: Project Management
1263 South Stewart Street

Carson City, Nevada 89712
Phone: (702) 671-6601
Fax: (702) 671-8850
E-mail: lrussell@dot.nv.gov

FOR DISTRICT:

Attn: Tom Minwegen, P.E., General Manager
Attn: Shawn Mollus, P.E., Deputy General Manager
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
Telephone: (702) 668-8157
Email: smollus@cleanwaterteam.com

11. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) 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 are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

12. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

13. 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 or DISTRICT 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.

14. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

15. 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.

16. Failure to declare a breach or the actual waiver of any particular breach of this 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, including another breach of the same provision.

17. 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 or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

19. Except as otherwise expressly provided by this Agreement, 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.

20. Pursuant to NRS Chapter 239, 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.

21. 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.

22. 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.

23. 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.

24. Any recipient or subrecipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A, available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

25. 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.

26. 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.

Clark County Water Reclamation District

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

Director

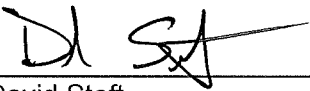
Thomas Minwegen
General Manager

Approved as to Legality and Form:

Deputy Attorney General

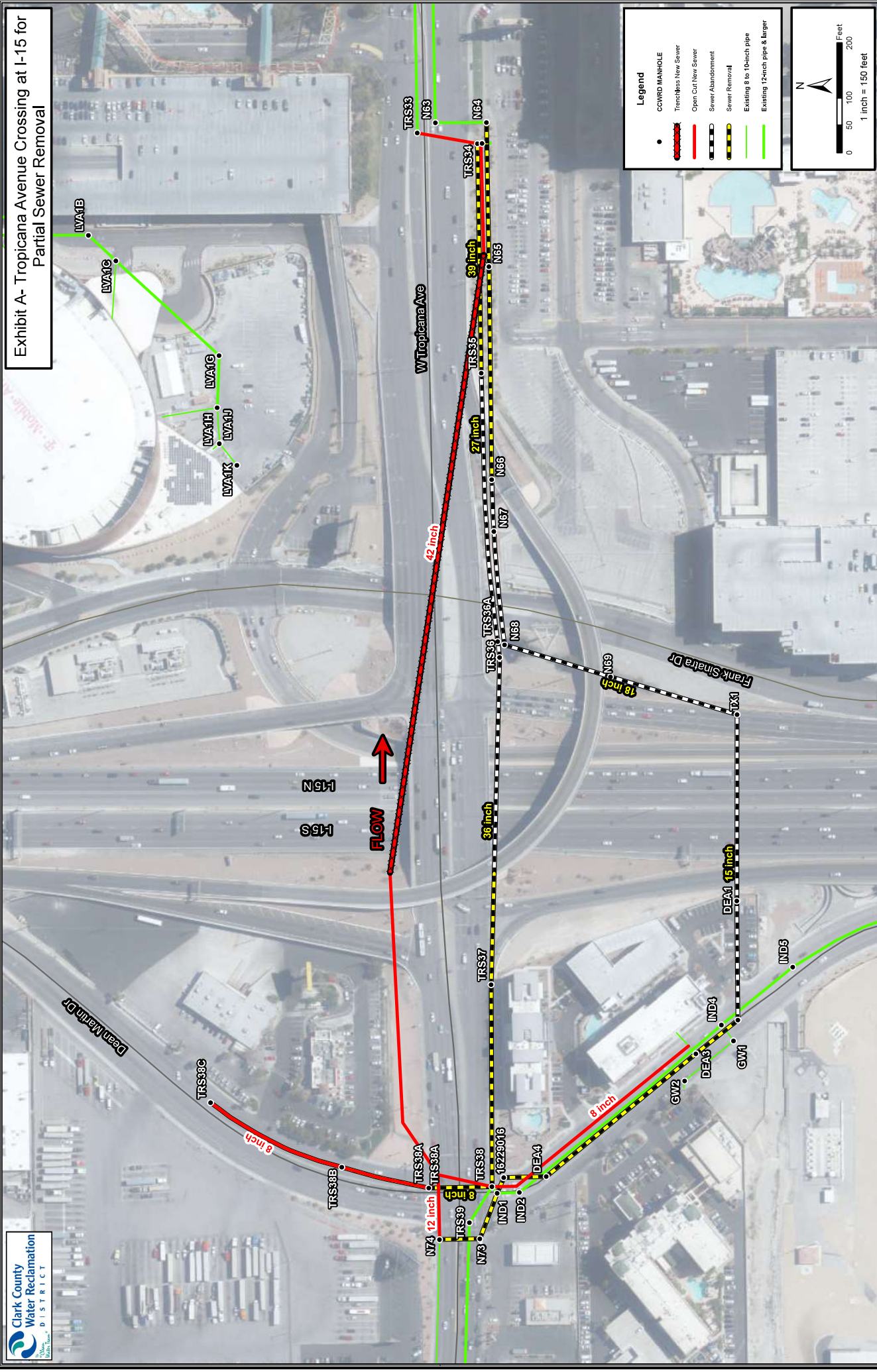
Lynn Marie Goya
Ex-Officio Secretary

Approved as to Form:



David Stoff
General Counsel

Exhibit A- Tropicana Avenue Crossing at I-15 for Partial Sewer Removal



**CCWRD PROJECT 20106
TROPICANA AVENUE CROSSING AT I-15
CONSTRUCTION COST ESTIMATE**

Exhibit B - Agreement R082-21-015				
ITEM DESCRIPTION	UOM	Unit Price	Quantity	Estimated Cost
MOBILIZATION (3%)	LS	\$313,200.00	1	\$313,200
DUST CONTROL (0.25%)	LS	\$26,100.00	1	\$26,100
BYPASS PUMPING (1%; ~\$20/lf)	LS	\$104,400.00	1	\$104,400
DEWATERING (1%)	LS	\$104,400.00	1	\$104,400
CONSTRUCTION SURVEYING (0.5%)	LS	\$62,640.00	1	\$62,640
TRAFFIC CONTROL AND MAINTENANCE (0.5%)	LS	\$62,640.00	1	\$62,640
INSTALL 8-INCH C900 PVC WATER QUALITY SANITARY SEWER	LF	\$318.00	316	\$100,488
INSTALL 12-INCH C900 PVC WATER QUALITY SANITARY SEWER	LF	\$360.00	600	\$216,000
INSTALL 24-INCH C900 PVC WATER QUALITY SANITARY SEWER	LF	\$480.00	513	\$246,240
INSTALL 30-INCH FRP SEWER PIPE (INCL MICROTUNNELLING)	LF	\$2,580.00	111	\$286,380
INSTALL 42-INCH FRP SEWER PIPE (INCL MICROTUNNELLING)	LF	\$2,760.00	1,974	\$5,448,240
INSTALL 19"X30" HERCP	LF	\$492.00	180	\$88,560
SERVICE LATERAL TO NEW SEWER PIPE CONNECTION	EA	\$7,200.00	4	\$28,800
INSTALL 48-INCH POLYMER SS MANHOLE (LESS THAN 20' IN DEPTH)	EA	\$21,840.00	2	\$43,680
INSTALL 60-INCH POLYMER SS MANHOLE (LESS THAN 20' IN DEPTH)	EA	\$25,200.00	4	\$100,800
INSTALL 72-INCH POLYMER SS MANHOLE (LESS THAN 20' IN DEPTH)	EA	\$46,800.00	8	\$374,400
INSTALL 72-INCH POLYMER SS MANHOLE 20'<25' IN DEPTH	EA	\$55,200.00	3	\$165,600
INSTALL 72-INCH POLYMER SS MANHOLE 25'<30' IN DEPTH	EA	\$50,000.00	2	\$100,000
INSTALL 72-INCH POLYMER SS MANHOLE 30'<35' IN DEPTH	EA	\$72,000.00	2	\$144,000
INSTALL 96-INCH POLYMER SS MANHOLE (20'< 25' IN DEPTH)	EA	\$110,000.00	1	\$110,000
ODOR CONTROL	EA	\$1,800.00	14	\$25,200
REMOVE 8-INCH PVC PIPE	LF	\$270.00	560	\$151,200
REMOVE 15-INCH PVC PIPE	LF	\$354.00	523	\$185,142
REMOVE 15-INCH VCP PIPE	LF	\$470.40	195	\$91,728
REMOVE 18-INCH VCP PIPE	LF	\$558.00	1,100	\$613,800
REMOVE 24-INCH VCP PIPE	LF	\$540.00	493	\$266,220
REMOVE 24-INCH RCP PIPE	LF	\$408.00	268	\$109,344
REMOVE 36-INCH RCP PIPE	LF	\$1,900.00	353	\$670,700
REMOVE 39-INCH RCP PIPE	LF	\$2,640.00	420	\$1,108,800
ABANDON 15-INCH PIPE	LF	\$120.00	540	\$64,800
ABANDON 18-INCH PIPE	LF	\$156.00	939	\$146,484
ABANDON 27-INCH PIPE	LF	\$240.00	532	\$127,680
ABANDON 36-INCH PIPE	LF	\$330.00	594	\$196,020
ABANDON 48-INCH MANHOLE (LESS THAN 20' IN DEPTH)	EA	\$12,000.00	3	\$36,000
ABANDON 60-INCH MANHOLE (LESS THAN 20' IN DEPTH)	EA	\$15,600.00	4	\$62,400
ABANDON 72-INCH MANHOLE (LESS THAN 20' IN DEPTH)	EA	\$30,000.00	16	\$480,000
ABANDON 72-INCH MANHOLE (20'<30' IN DEPTH)	EA	\$36,000.00	3	\$108,000
REMOVE FULL LIMITS OF MANHOLE AND BASE	EA	\$64,800.00	3	\$194,400
REMOVE PLANTMIX BITUMINOUS SURFACE	SY	\$9.60	4,500	\$43,200
PLANTMIX BITUMINOUS SURFACE	TON	\$120.00	1,700	\$204,000
TYPE I CLASS B AGGREGATE BASE	CY	\$48.00	1,400	\$67,200
3/4" ULTRA-THIN ASPHALT CONCRETE SURFACE (UTACS) S3 GRADATION	SY	\$12.00	4,425	\$53,100

SUBTOTAL:	\$13,131,986
CONTINGENCY: 10%	\$1,313,199
TOTAL CONSTRUCTION COST:	\$14,445,185

Exhibit C - Possible terms and conditions for the occupancy permit

This list is not all inclusive and not all of these terms and conditions will necessarily apply to the permit for your facility.

1. Any and all appurtenances constructed by this permit shall be maintained by the permittee.
2. A complete permit package shall be available at the job site at all times during construction. All contractors and subcontractors connected with work on this project shall have a complete copy of this permit at the site at all times or the work will be closed down until a copy is made available.
3. Contact the District Office at 385-6582, a minimum of (4) four working days prior to the anticipated beginning of construction, the contractor shall comply with the NDOT Standard Specifications for Road and Bridge Construction Section 105.11.
4. The contractor shall comply with the NDOT Standard Specifications for Road and Bridge Construction Section 105.11; specifically with the portion that states as follows: any work done or materials used without inspection by the NDOT inspector may be ordered removed or replaced at own expense, unless the NDOT inspector failed to inspect after having been given reasonable notice in writing that the work was to be performed.
5. The hours of work will be from 9:00 p.m. to 5:30 a.m., Sunday night through Friday morning.
6. The hours of work shall be as specified by NDOT review and approval of Traffic Control Plan.
7. The hours of work will be from 7:00 a.m. to 3:30 p.m., Monday through Friday provided all through lanes of traffic are unrestricted by work in progress. If traffic is restricted by work in progress, hours of work will be from 9:00 p.m. to 5:30 a.m., Sunday night through Friday morning; approval for lane closures will be based on traffic counts reviewed on a case by case basis.
8. No work shall be performed outside the permitted hours without prior written approval as follows: by commencing work on this permit or any portion of the proposed work permittee agrees to submit a written request to work outside the hours noted above 96 hours in advance of proposed overtime; the letter shall state the permittee will pay for the inspector's overtime and include a schedule of the proposed work to be performed on overtime.
9. By commencing work on this permit or any portion of the proposed work permittee agrees to pay for the NDOT inspector's overtime if a shift runs over the inspector's normal working hours and requires the NDOT inspector to stay on the project. The permittee shall provide a letter of justification/agreement to pay for the inspector's overtime by 12:00 the following shift or the work will be closed down until the letter has been provided.
10. An approved traffic control plan will be required, prior to the anticipated beginning of construction. The traffic control plan shall be available at the job site at all times during construction. Proper end treatment MUST be provided to prevent motorists from hitting the exposed blunt end of the barrier. Barriers and attenuator systems MUST be used and located within the manufacturers' guidelines to assure their proper function.
11. The work of setting up and tearing down the traffic control devices as required shall be completed each day within the hours specified on the permit and/or on the approved traffic control plan. All traffic control devices that are not actively in use to protect the work area shall be completely removed from the roadway and sidewalk at the end of the work period; message and arrow boards shall be stored offsite.
12. Utility Work Ahead signs shall be placed according to the approved traffic control plan.
13. When hanging cable across the highway right-of-way, traffic control arrangements shall be made by the PERMITTEE to guarantee traffic control as needed. Contact the local law enforcement agency.
14. Designate a traffic control supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices as shown on the plans, as specified in the MUTCD and these specifications, or as directed. The traffic control supervisor shall be an employee of the Contractor and shall be under the supervision of the Superintendent. The designated traffic control supervisor shall also be available to be contacted by the Engineer 24 hours a day for the life of this contract. The persons so designated shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified as a worksite traffic supervisor by ATSSA. Submit the name and qualifications of this person 7 days in advance of the date set for the preconstruction conference in order to review said qualifications.
15. The traffic control supervisor shall be capable of being on-site within 45 minutes of notification. The traffic control supervisor shall make at least 4 inspections of all traffic control devices each day as follows: • Before beginning work • At mid-shift • Half an hour after the end of the shift • Once during the period of non-working hours. Additional inspections may be required during adverse weather conditions.
16. Protect public traffic from longitudinal drop-offs greater than 100 mm (4 in.) with an approved barrier or construct and maintain approved 1:6 (6:1) maximum safety slopes. All Portable Precast Barrier Rail shall be appropriately flared out of the clear zone (9m/30' minimum) or shall have NCHRP approved impact attenuation.
17. In areas with pedestrian traffic, use fencing around open trenches. The fencing may be placed on top of portable concrete barrier rails.
18. During nonworking hours, park vehicles and equipment a minimum of 9 m (30 ft) from the pavement edge of the traveled way over which public traffic is directed unless separated by guardrail or concrete barrier rail.
19. Locate employee parking within "cleared" right of way and a minimum of 9 m (30 ft) from the pavement edge of the traveled way over which public traffic is directed unless separated by guardrail or concrete barrier rail.
20. Do not store or stockpile materials and supplies within 9 m (30 ft) of a travel lane unless separated by guardrail or concrete barrier rail.
21. Delineate and sign all longitudinal drop-offs greater than 25 mm (1 in.) exposed to public traffic.

Exhibit C - Possible terms and conditions for the occupancy permit

22. It is the PERMITTEE's responsibility to contact the Traffic Section, Planning Department at (775) 888-7445 to determine if permitted work will affect any traffic counters or loops. It will be the PERMITTEE's responsibility to replace any affected traffic installations. This contact must be made a maximum of five working days prior to commencing permit work.
23. It is the PERMITTEE's responsibility to contact FAST at (702) 432-5300 to determine if permitted work will affect any traffic FAST facilities. It will be the PERMITTEE's responsibility to replace any affected FAST installations. This contact must be made a maximum of five working days and not less than 48 hours prior to commencing permit work.
24. Backfill shall be placed in even uniform lifts and mechanically compacted. Ponding or jetting will not be permitted.
25. PERMITTEE shall supply a certified testing lab technician for compaction tests at the direction of a NDOT inspector.
26. An approved NDOT asphalt mix design is required. Asphalt mix design information shall be submitted to the Permit Office a minimum of 10 business days in advance of intended usage.
27. This permit will require that the permanent (hot) asphalt paving will be placed within seven (7) working days after the backfill operation is complete. Asphalt shall conform to NDOT Standard Specifications for Road and Bridge Construction (current version).
28. This permit will require that the permanent (hot) asphalt paving will be placed after the backfill operation is complete; coldmix is not permitted; plates shall be pinned, recessed flush with adjacent roadway and welded as directed by NDOT inspector. Asphalt shall conform to NDOT Standard Specifications for Road and Bridge Construction (current version).
29. Plantmix bituminous pavements shall conform to the following requirements: Stabilometer Value (Type 2C) - 37 minimum Percent Air Voids - 4 minimum to 7 maximum Mineral Filler shall be added to the aggregate by Method B (Marination) The aggregate shall be 3/4" for dense grade, 1/2" for open- grade, and the asphalt cement shall be grade PG 76-22NV.
30. The open-graded plantmix shall be placed only when the atmospheric temperature in the shade and the pavement surface temperature are above seventy (70) degrees Fahrenheit. In the event that ambient or surface temperature specifications cannot be achieved during the placement of the permanent paving, the dense grade shall be paved flush with the existing surface. The permanent paving shall be rotomilled 1" deep and open-graded at the earliest time when both the ambient and surface temperature specifications can be achieved. The open-grade shall be placed within 48 hours of the completion of the rotomill operation.
31. All conflicting pavement markings, including striping, pavement legends and raised pavement markers shall be completely removed. The method of removal shall be by rotomilling 1" of the existing pavement and placement of 1" open-grade material, of an approved NDOT mix design. The aggregate shall be 1/2" and the asphalt cement shall be grade PG 76-22NV. The limits of the rotomill and repave will be adjusted by the inspector in the field.
32. Asphalt Mitigation - "the open grade of the asphalt mitigation area will begin at "X" 00+00 and ends at "X" 00+00 approximately 100' each side of the tie in to the main; full lane open grade re-pave is required for the affected lanes."
33. Asphalt paving limits for removal and replacement will be marked out by a NDOT inspector. All edges shall be saw cut.
34. CROSS ACCESS – This permit is conditionally approved with the following conditions: by commencing work on this permit or any portion of the proposed work property owner agrees to enter into a cross access agreement with the adjacent property owner(s) when the adjacent property redevelops and property owner agrees to take access from new driveway to be constructed to facilitate joint use by both properties.
35. CROSS ACCESS – The cost for reconfiguring the improvements shall be borne solely by the permittee(s) and the permittee agrees to accept this condition and also agrees to not hold the Department of Transportation responsible for any costs or damages that may result from this change.
36. It shall be understood by the PERMITTEE that this approach may sometime in the future be reduced to a right-in/right-out only configuration. By commencing work under this permit, the PERMITTEE agrees to accept this condition and also agrees to not hold the Department of Transportation responsible for any costs or damages that may result from this change. The PERMITTEE shall have this encroachment permit recorded through the Clark County Recorder's Office. A conformed copy shall be returned to NDOT.
37. All pavement markings other than raised pavement markers shall be in accordance with Section 634 and Section 732 of the Standard Specifications for Road and Bridge Construction (NDOT 2001 Edition).
38. Saw-cut the existing asphalt at the lip of gutter and edge of pavement prior to removing existing concrete. PERMITTEE shall take all necessary precautions to protect the edge of asphalt pavement and surface. New concrete shall be poured to face of asphalt pavement.
39. Any sidewalk panels, curb and gutter disturbed or destroyed shall be replaced full section from joint to joint within 48 hours upon completion of backfill operation.
40. Any substandard sidewalk or curb and gutter shall be replaced with new sidewalk, curb and gutter. Limits of replacement shall be marked out by a NDOT inspector.
41. All work on the wheelchair ramps shall conform to NDOT Standard Drawing No. R-5.2.2-(613) Type "D" revised 2/07.
42. All work on the wheelchair ramps shall conform to Clark County Area Standard Drawing No. 235 Case "I".
43. Cross gutter driveway shall be replaced. Limits of replacement shall be marked out by a NDOT inspector.
44. If depressed curb driveway is affected, it shall be replaced in full. Limits of replacement shall be marked out by a NDOT inspector.
45. Existing depressed curb must be removed and shall be replaced monolithic with the new driveway.
46. All curbing installed during median modification shall be of a drivable type and of concrete construction, NDOT R-5.1.1 (502.613) Type A or Type B and have a typical transition from rolled curb to vertical curb of 3'0" minimum.
47. Plant material must be maintained to proper height for sight distance and shall also meet clear zone warrants.
48. All requirements for streetlights inclusive of foundation, pole and inspection shall be per local jurisdiction (). NDOT safety (break-away) bases are required.
49. Conduit shall have a minimum of 36" cover.

Exhibit C - Possible terms and conditions for the occupancy permit

50. Per N.A.C. 408.457, an attached copper wire or an equivalent method is required to locate the facility by an electronic device within the total occupancy of NDOT right-of-way.
51. An approved NDOT concrete mix design is required. Concrete mix design information shall be submitted to the Permit Office a minimum of 10 business days in advance of intended usage.
52. A concrete collar will be constructed around the valve box after it is raised to grade.
53. The finished concrete collar shall not exceed 3' in diameter. All excavation and asphalt removal shall be maintained within the 3' diameter area.
54. Backfill shall be cement slurry (2 sack equivalent). When bore hole is in pavement, the bore shall be capped with hot asphalt conforming to PG 76-22NV. Asphalt cap shall match existing pavement thickness.
55. A temporary construction fence shall be installed from behind NDOT's right-of-way around work area to prevent access to or from NDOT's active roadway. No access to the fence removal or fence replacement area will be made from the roadway or ramp at any time during this active permit work.
56. The existing right-of-way fence shall be replaced in kind equal to or better than its present condition.
57. PERMITTEE shall attend a field review with a NDOT inspector or agent in order to locate and identify all manholes or other appurtenances that may be affected by an upcoming project.
58. Highway crossing shall be jacked or bored meeting the requirements in "Terms and Conditions Relating to Right-of-Way Occupancy Permits" Section IV, Underground Facilities, item 2, page 21.
59. Boring and/or receiving pits shall be protected by using portable, concrete barrier rail, interlocking and in good, sound condition. Barrier rail shall have proper flare rates.
60. Boring and/or receiving pits shall be placed a minimum of 35' off the edge of pavement.
61. Any utilities which must be verified by exposure due to the proposed bore must be addressed by requesting an amendment to this permit. The request must provide at a minimum the following information: type of utility, location, method of potholing, backfill and repair of right-of-way. No potholing shall be performed in the roadway prior to authorization.
62. Once the directional bore has been completed, as-built plans shall be submitted to the District Office for the permit records. As-built plans must include depths of the bore within the total occupancy of NDOT right-of-way.
63. All requirements for construction of bus turn outs shall be per Clark County Standard Drawing 234.1. The weakened plane joints shall be constructed as follows: use Type "C" weakened plane joint detail double saw cut Clark County Standard Drawing 233, initially saw cut the 1/8" wide joint within 16 hours after the concrete has been placed, perform the 1/4" reservoir sawcut no sooner than 24 hours after the concrete has been placed. Do not perform the initial sawcut and reservoir sawcut at the same time or in one operation.
64. Seal sawed weakened plane joints with joint material specified in Standard Specifications for Road and Bridge Construction Subsection 707.03.04. Before sealing, clean the joint by jet water blasting or air blasting with abrasive until laitance is removed to the satisfaction of the NDOT inspection representative. Immediately before sealing, blow joints clean and dry.
65. Before placing the joint sealer, place a nonabsorptive closed cell bond breaker cord to proper depth. Install the joint sealer material according to the manufacturer's recommendations and have a manufacturer's representative present to verify proper installation when directed by NDOT inspection representative. Remove and replace sealant from any area that is not within specified depth tolerances.
66. The NDOT Standard Specifications for Road and Bridge Construction Section 409 are applicable as regards to this PCCP structural section/bus turnouts. In particular, utilize tie bars for the longitudinal weakened plane and contact joints and use dowel bars by automatic inserter or wire basket method for the transverse weakened plane and contact joints. End anchors are also to be constructed as noted in NDOT Standard Specifications.
67. PERMITTEE shall comply with all federal, state and local laws concerning the Desert Tortoise. If tortoise habitat, consultant must inform Environmental at 775-888-7689 of requirements from consultation.
68. Temporary pollution control and erosion control work shall conform to the requirements of NDOT's "Construction Site Best Management Practices (BMP's) Manual," hereinafter referred to as the Manual, and addenda thereto issued up to and including, the date of advertisement of the contract. The Manual is available for purchase, or can be accessed on the NDOT website. Adhere to the Manual's minimum requirements found in Section 2 for the selection and implementation of construction site BMP's. The requirements of the Manual are minimum requirements and additional BMP's may be required to meet permit requirements and the requirements specified herein. Know and fully comply with the provisions of the Manual, and Federal, State, and local regulations governing storm and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction.
69. Refer to Section 1.B. of the General Permit for Storm Water Associated with Construction Activity NVR100000 and the Manual fact sheets for determining when designed temporary BMP's are required. In conformance with NRS Chapter 625, a Nevada Registered Civil Professional Engineer shall design and/or reviewed by a qualified Professional Civil Engineer registered in the State of Nevada.
70. PERMITTEE agrees to notify the Department immediately upon the discovery of hydro-carbons or other hazardous substance within the Department's right-of-way. PERMITTEE shall also immediately cease construction operations under this permit at the location of the discovered hydro-carbons or other hazardous substance until further notice from the Department. If the nature of the discovery does not require immediate notification of federal, state or local agencies (such as EPA, NDEP, etc.), PERMITTEE shall delay notifying such agencies until the latest date possible without violating federal, state, or local laws, but this provision shall not relieve PERMITTEE of its above-stated duty to immediately notify the Department and cease operations.

Exhibit C - Possible terms and conditions for the occupancy permit

71. The discovery of hydro-carbons or other hazardous substance within the Department right-of-way and the subsequent cessation of work under this provision shall not create any liability in the Department for delay damages to either PERMITTEE or its contractors. PERMITTEE shall indemnify, defend and hold Department harmless in any action for delay damages arising out of such a situation.
72. The PERMITTEE shall be responsible for maintaining the integrity of the roadway surface. Dust, dirt, mud, gravel, etc. carried onto the roadway surface shall be cleaned off on a regular basis (at least once a day or as requested by NDOT personnel). Failure to comply may result in the Nevada Department of Transportation having the roadway cleaned and the cost for the clean-up billed to the PERMITTEE.
73. Any highway appurtenances which may become disturbed or destroyed, by reason of this permit, shall be returned to a condition equal to or better than the original.
74. The PERMITTEE, in addition to obtaining the Right-of-Way Occupancy Permit, must also obtain any and all other permits required by State law or local ordinances. Applicant is responsible for all clearances.
75. The permittee shall confine all work activity to the NDOT Right-of-Way (RW). This permit does not allow any activity to be performed on or to affect adjacent property. The permittee is responsible for obtaining any and all permissions or clearances from adjacent property owners. The permittee will indemnify NDOT for any damages, trespass or any other consequence of the permittee's work on or near adjacent properties.
76. The Permittee shall provide a "Pole Attachment Agreement" and or "Wireless Cell Site Approval" from the local agency.
77. Subject to the requirements of NAC 408.303 to 408.379, inclusive, occupancy permits for telecommunications facilities are revocable and the Department assumes no responsibility for the relocation of a telecommunication facility.
78. This permit may be amended or revoked to address the provisions, requirements or implementation process of Senate Bill 53 passed by the 2017 legislature.
79. A SWPPP or Stormwater Runoff Control Plan for the proposed work must be submitted to D1StormwaterReview@dot.nv.gov and approved by them prior to starting work.