

**REDESIGN AND CONSTRUCTION REIMBURSEMENT AGREEMENT BETWEEN THE
CITY OF LAS VEGAS AND CENTRAL TELEPHONE COMPANY, INC DBA CENTURYLINK.**

THIS REDESIGN AND CONSTRUCTION REIMBURSEMENT AGREEMENTS ("Agreement") entered into this 17th day of December, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City"), and Central Telephone Company, d/b/a CenturyLink, a Delaware corporation ("CenturyLink"). City and CenturyLink are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, City and CenturyLink entered into a Franchise Agreement, dated November 17, 1982, that details the rights and obligations of each Party related to relocation of CenturyLink facilities in a Public Road, as defined in the Franchise Agreement;

WHEREAS, City has commenced construction of the Gowan Outfall Lone Mountain Branch-Rancho to Decatur Storm Drain project ("Project");

WHEREAS, the Project has encountered conflicts with CenturyLink facilities located within the public right of way at the intersection of Rancho Drive and Lone Mountain Road ("CenturyLink Facilities");

WHEREAS, the estimated cost to relocate CenturyLink Facilities is in excess of One Million Dollars (\$1,000,000);

WHEREAS, due to the cost to relocate CenturyLink Facilities, CenturyLink desires that City redesign and construct the redesigned Project ("Redesigned Project") to eliminate the conflict with CenturyLink Facilities;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

ARTICLE I—CITY AGREES

1. To redesign the Project to eliminate the conflict with the CenturyLink Facilities, as depicted on Exhibit A, attached hereto and incorporated herein by this reference.
2. To approve a change order, attached hereto as Exhibit B and incorporated herein by this reference, to the City's construction contract for the Project in order to pay for the construction of the Redesigned Project to eliminate the conflict with the CenturyLink Facilities.
3. Within fifteen (15) days of discovery of any additional conflicts with CenturyLink facilities, to immediately notify CenturyLink in writing. City's notification to CenturyLink is to include an estimated change order cost for the construction of the additional conflict(s) and location of the conflict(s).

ARTICLE II—CENTURYLINK AGREES

1. To pay City the costs associated with the redesign of the Project and the change order to pay for the construction of the Redesigned Project in an amount not to exceed Three Hundred Eighty Two Thousand Nine Hundred Twenty Dollars and 39/100 Cents (\$382,920.39) on or before January 20, 2012.
2. Upon the discovery of any additional conflicts, to promptly review and, if in agreement that a potential conflict exists, within thirty (30) days initiate process for payment for any additional change order requests from City. It is understood and agreed by City that, in the event additional conflicts are identified, payment for additional change order requests are conditioned on written approval by CenturyLink. CenturyLink reserves the right to unilaterally resolve said additional conflicts within thirty (30) days without payment to City or additional agreement(s), so long as CenturyLink's unilateral resolution does not materially impact the Project, including the Project schedule.

ARTICLE III—MISCELLANEOUS

1. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.
2. This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
3. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.
4. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set below. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

To City:

Jorge Cervantes
Director of Public Works
333 North Rancho Drive, 9th Floor
Las Vegas, NV 89106

To CenturyLink:

Central Telephone Company d/b/a CenturyLink
C/O Engineering Manager – South District
6700 Via Austi Parkway Mailstop: NVLEVEL0201-212
Las Vegas, NV 89119

EXHIBIT A

DEPICTION OF REDESIGNED PROJECT

1 REPORT DATE AND COVER
2 REPORT NUMBER
3 NAME OF REPORT
4 AUTHOR
5 FUNDING NUMBER
6 PROJECT NUMBER
7 PROJECT TITLE

THE EXISTING TRAFFIC SIGNAL MUST REMAIN OPERATIONAL AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE UNIFORMED TRAFFIC CONTROL OFFICERS AT ALL TIMES WITHIN THE SIGNAL CONTROL READING OPERATIONAL AREAS AND WITHIN THE ROAD IS APPROVED BY THE CITY OF LAS VEGAS TRAFFIC ENGINEER.

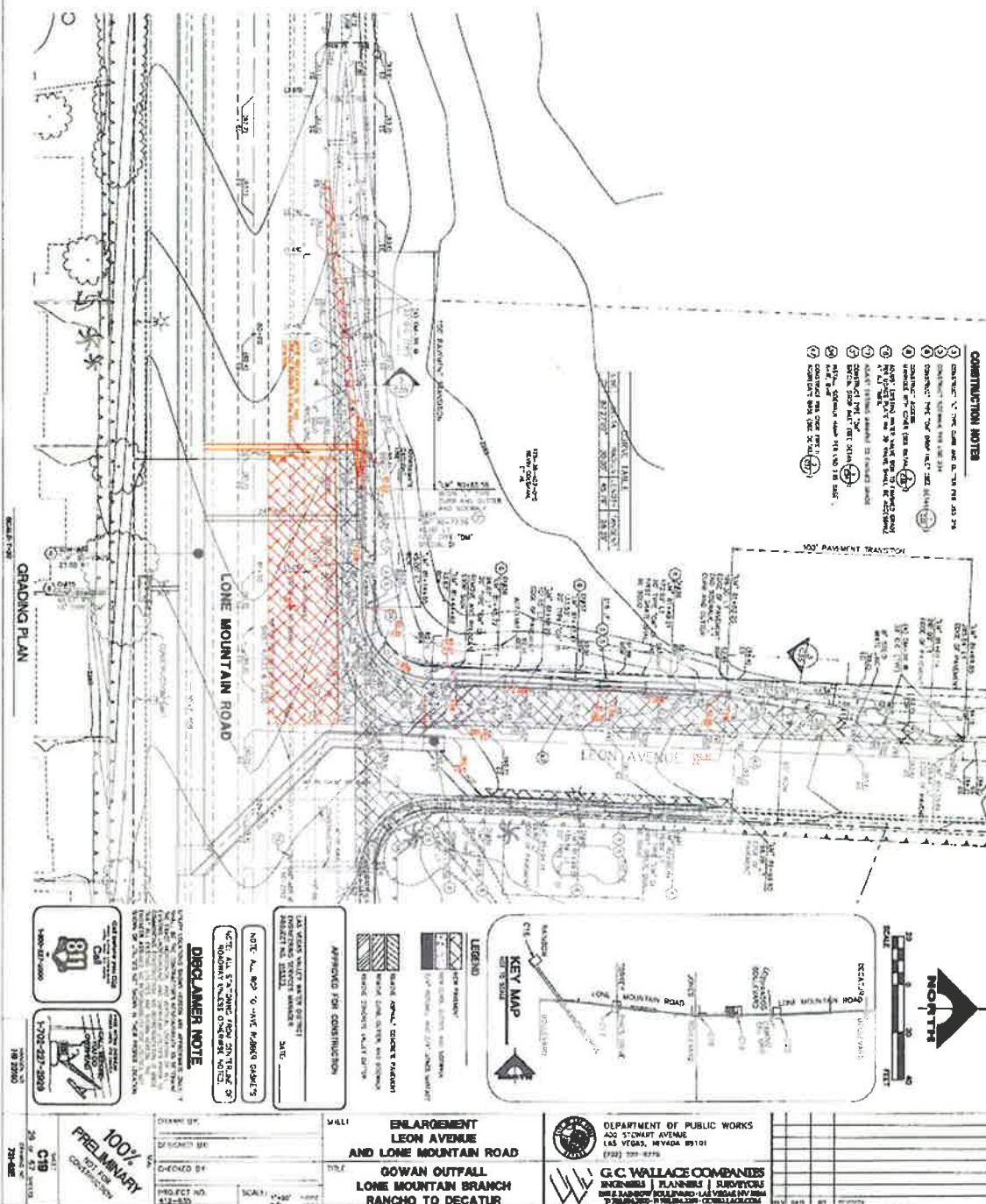
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EXHIBIT B

CHANGE ORDER

CENTURY LINK EXTRA WORK AT RANCHO DRIVE COST ESTIMATE

Bid No. 10.1730.17-DC

GOWAN OUTFALL LONE MOUNTAIN BRANCH - RANCHO TO DECATUR

Exhibit B

10/17/2011 <i>City of Las Vegas</i>		Contractor: Spirit Underground, LLC			
ITEM NO.	DESCRIPTION	U O M	BID QUANTITY	UNIT PRICE	BID EXTENDED PRICE
1	EXTRA WORK TO PLACE 8' X 6' BOX CULVERT AT NEW LOCATION TO AVOID CONFLICT WITH CENTURY LINK DUCT BANK AT LONE MOUNTAIN ROAD AND RANCHO DRIVE	LS	1	\$ 346,415.39	\$ 346,415.39
2	EXTRA WORK FOR ADDITIONAL BITUMINOUS PAVEMENT DUE TO PLACING DROP INLET AT NEW LOCATION TO AVOID CENTURY LINK MANHOLE AT LEON AVENUE	SF	500	\$ 24.30	\$ 12,150.00
3	RE-DESIGN COST FOR ITEM 1 AND 2 BY G.C. WALLACE	LS	1	\$ 24,355.00	\$ 24,355.00
	TOTAL CHANGE ORDER				\$ 382,920.39

With a copy of any CenturyLink default of any terms of this Agreement to:
CenturyLink Law Department
100 CenturyLink Drive
Monroe, LA 71203

5. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No Supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

6. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

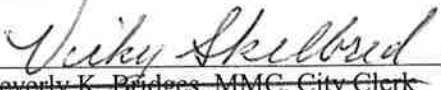
IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above written.

CITY OF LAS VEGAS

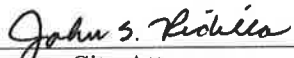


Carolyn G. Goodman, Mayor

ATTEST:

By:  12/8/2011
~~Beverly K. Bridges, MMC, City Clerk~~ Date

APPROVED AS TO FORM: By: **Vicky Skilbred, CMC**
Acting City Clerk

By:  11/7/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

**CENTRAL TELEPHONE COMPANY d/b/a
CENTURYLINK**

By:  _____

Name: Greg Edmondson

Title: Vice President - Engineering / Construction