

**INTERLOCAL COOPERATIVE AGREEMENT
FOR REIMBURSEMENT**

This Agreement, made and entered into this _____ day of _____, 2013, by and between the **CITY of Sparks, Nevada**, (hereinafter called "**CITY**") and the **Truckee Meadows Water Authority**, (hereinafter called "**TMWA**").

W I T N E S S E T H:

WHEREAS, agreements between **TMWA** and City are authorized under Chapter 277 of the Nevada Revised Statutes for the work described herein; and

WHEREAS, **CITY** is undertaking a project, referred to as the C Street Sewer Rehabilitation Project, (hereinafter called "**PROJECT**") for the purpose of replacing an aging and damaged 10" sewer line, replacing sidewalk and repaving the existing road on C Street from 18th to 19th Street.

WHEREAS, **TMWA** desires to construct specific improvements associated with replacing a 12" water main (hereinafter called "**TMWA IMPROVEMENTS**") that is within and/or adjacent to the **PROJECT**. The **TMWA IMPROVEMENTS**, as requested by **TMWA**, are described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, **CITY** and **TMWA** agree it is in both parties interest to incorporate the **TMWA IMPROVEMENTS** into the **PROJECT** drawings, details, and specifications and subsequently cause the **TMWA IMPROVEMENTS** to be constructed;

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

CITY AGREES:

City agrees to perform the following:

1. To prepare solicitation documents for the **PROJECT** that include the **TMWA IMPROVEMENTS** and, following receipt of bids, award a construction contract in accordance with Chapter 338 of Nevada Revised Statutes.
2. To provide **TMWA**, upon determination of the apparent low bidder, the total cost of the **TMWA IMPROVEMENTS**, including, without limitation, those costs reasonably incurred during construction, administration and management of the **TMWA IMPROVEMENTS** work. This amount shall not be exceeded unless **TMWA** agrees that the actual cost of the **TMWA IMPROVEMENTS** exceeds the estimated cost of the **TMWA IMPROVEMENTS** or the parties mutually agree to an additional sum.
3. To permit inspection of **TMWA IMPROVEMENTS** by **TMWA** officers, employees or authorized agents, at all reasonable times during construction. **TMWA** shall have

the right to stop construction if an unsafe practice is observed that is not immediately corrected or the work is not being constructed to TMWA standards. TMWA shall direct general questions and concerns to the CITY Project Manager and not to the contractor.

4. To allow **TMWA** or its authorized agents to review and approve contract change orders associated with the construction of the TMWA IMPROVEMENTS.

5. To execute change orders for the TMWA IMPROVEMENTS only upon written approval from **TMWA** or its authorized agents.

6. To diligently prosecute and complete construction of the TMWA IMPROVEMENTS in accordance with the TMWA specifications and requirements and in a timely manner.

7. To invoice **TMWA** at the completion of the PROJECT, and following TMWA's inspection and approval of the TMWA IMPROVEMENTS, for the actual costs associated with the TMWA IMPROVEMENTS, subject to the limits in Section 2 above.

TMWA AGREES:

TMWA agrees to perform the following:

1. To provide drawings, details and specifications for the TMWA IMPROVEMENTS and to provide inspection, quality assurance and testing of the TMWA IMPROVEMENTS.

2. To provide an initial estimation of the costs of the TMWA IMPROVEMENTS and the costs for incorporation of the TMWA IMPROVEMENTS into the drawings, details and specifications prepared by the CITY and its agents.

3. To invoke any authority available to TMWA under State law or existing permits to have impacted third party utilities relocated at the utility owner's expense.

4. To acquire all additional right-of-way, easements and/or entry permits from adjacent property owners, if necessary, to allow the **CITY** and its agents to construct TMWA IMPROVEMENTS in accordance with the drawings, details, and specifications. Notwithstanding the foregoing, the parties intend that TMWA IMPROVEMENTS shall be constructed within existing City rights of way to the maximum extent possible.

5. To direct all questions or requests pertaining to the TMWA IMPROVEMENTS to the **CITY** Project Manager and designate a representative to assist the **CITY** Project Manager in the administration of all issues relating to the TMWA IMPROVEMENTS.

6. To timely review and provide the **CITY** Project Manager with prompt input relating to the approval, modification or disapproval of contract change orders related to the TMWA IMPROVEMENTS and to reimburse the **CITY** for costs that result from the approved contract change

orders on the TMWA IMPROVEMENTS. For purposes of this Agreement, actual costs include, but are not limited to, inspection, testing, change orders and compensable delays caused by conditions related to such change orders.

7. To reimburse the **CITY** for the actual costs of the TMWA IMPROVEMENTS. The reimbursable costs include, but are not limited to, those costs reasonably incurred during construction, administration and management of the TMWA IMPROVEMENTS work as described in Exhibit A attached.

8. That the costs of the TMWA IMPROVEMENTS, including those referred to in item 6 above, are estimated (see Exhibit A attached) and that **TMWA** will reimburse the **CITY** for all actual costs of the TMWA IMPROVEMENTS, provided however, the amount in Exhibit A shall not be exceeded unless **TMWA** agrees that the actual quantity of the TMWA IMPROVEMENTS exceeds the estimated quantity of the TMWA IMPROVEMENTS or the parties mutually agree to an additional sum.

9. To remit payment within thirty (30) calendar days following receipt of an invoice from the **CITY** and, if not timely paid, to pay interest as provided in NRS 99.040.

IT IS MUTUALLY AGREED:

1. That upon completion and acceptance of the TMWA IMPROVEMENTS, TMWA shall be sole and exclusive owner of, and shall assume all maintenance responsibility for the water facilities constructed as part of the TMWA IMPROVEMENTS work.

2. That each party will cooperate with the other party to this agreement and their agents in carrying out their respective responsibilities under this agreement.

3. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.

4. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

TMWA: Truckee Meadows Water Authority
Mark Foree, General Manager
c/o Steve Volk, Project Manager
P.O. Box 30013
Reno, NV 89520
(775) 834-8080

CITY: Neal C. Krutz
{Sparks} Deputy City Manager
City of Sparks
P.O. Box 857
Sparks, Nevada 89432-0857

(775) 353-2330

4. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, agents and employers arising out of the performance of this Agreement.

5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

7. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

8. That it is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

9. That in the event either party initiate's litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

APPROVED AS TO LEGALITY AND FORM:

BY: [Signature]
TMWA Chief Legal Counsel

Date: JUNE 19, 2013

TRUCKEE MEADOWS WATER AUTHORITY

BY: [Signature]
Mark Foree, General Manager

State of Nevada)
)
County of Washoe)



This instrument was acknowledged before me this 25th day of June, 2013, by Mark Foree, General Mgr. of the Truckee Meadows Water Authority.
[Signature]

Notary Public

CITY OF SPARKS

BY: _____
Mayor

ATTEST:

SPARKS CITY CLERK

BY: _____

Approved as to Form

Sparks City Attorney

EXHIBIT A

Description of TMWA IMPROVEMENTS:

Replace an existing 12" riveted steel water line that runs approximately 1.5 ft. off the curb and gutter on the north side of C Street from 18th to 19th Street. The new water line will be 8" ductile iron placed approximately 10 ft. north of the curb and gutter on the south side of C Street. The existing water line will be filled with slurry and remain in place with all water taps abandoned. The existing water taps will be connected to the new 8" ductile iron water line. This new water line will be placed approximately 3 ft. below grade. This includes, but is not limited to, all appurtenant work necessary to complete the project as stated in the plans and bid specifications.

Estimated costs of IMPROVEMENTS:

Total Construction including force account: \$124,600