



June 20, 2014

AGENDA ITEM 4.12

TO: Regional Transportation Commission

FROM: Warren Call, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Interlocal Agreement between the City of Sparks and Regional Transportation Commission for the Prater Way and El Rancho Drive Pavement Resurfacing Project.

RECOMMENDATION

Approve an Interlocal Cooperative Agreement with the City of Sparks (City) for the Prater Way and El Rancho Drive Pavement Resurface Project; authorize the RTC Board Chair to execute the agreement.

SUMMARY

The Prater Way (Stanford Way to Howard Drive) and El Rancho (Victorian Avenue to Prater Way) will mill off and replace the existing pavement as well as reconstruct sidewalks and curb cut ramps. The City has requested that the RTC include the replacement of existing drop inlets and storm drain connections in the project. The City has agreed to reimburse the RTC for the construction and design costs of the work, including associated construction management services. The attached agreement (Attachment A) provides for reimbursement to the RTC for an estimated amount of \$51,750.

FISCAL IMPACT

There is no fiscal impact associated with this item.

PREVIOUS ACTIONS BY BOARD

There has been no previous Board action or direction on this matter.

ADDITIONAL BACKGROUND

Other Alternatives Considered

The alternative would be to not enter into an Interlocal Cooperative Agreement with the City of Sparks for the Prater Way and El Rancho Drive Pavement Resurface Project and not replace the existing Type 3 drop inlets.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**INTERLOCAL COOPERATIVE AGREEMENT
FOR REIMBURSEMENT**

This Agreement, made and entered into this ____ day of _____, 2014, by and between the City of Sparks, a Municipal Corporation, (hereinafter called "CITY") and the Regional Transportation Commission of Washoe County, a special purpose unit of Government of the State of Nevada (hereinafter called "RTC").

WITNESSETH:

WHEREAS, agreements for the work described herein are authorized between RTC and public entities pursuant to the provisions of Chapter 277 of the Nevada Revised Statutes; and

WHEREAS, RTC is undertaking a project which includes the resurfacing of Prater Way Stanford Way to Howard Drive and El Rancho Drive from Victorian Avenue to Prater Way as detailed in the plans and specifications RTC Project Number 224001, (hereinafter called "PROJECT"); and

WHEREAS, the CITY desires to reconstruct storm drains and lateral connections, (hereinafter called "IMPROVEMENTS"), not included in RTC's project scope, that are within and/or adjacent to the PROJECT. The IMPROVEMENTS and their estimated costs, as requested by the CITY, are described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, RTC is willing to incorporate the IMPROVEMENTS into the PROJECT drawings, details, and specifications and subsequently cause the improvements to be constructed subject to the terms hereinafter set out; and

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:

RTC AGREES:

1. To provide drawings, details and specifications, and construction, including but not limited to, inspection, quality assurance testing, administration, and project management of the IMPROVEMENTS. Drawings, details and specifications for the IMPROVEMENTS shall be subject to review and approval by the CITY.
2. To prepare solicitation documents for the PROJECT that include the IMPROVEMENTS and, following receipt of bids, award a construction contract in accordance with Chapter 338 of Nevada Revised Statutes.

3. To provide the CITY, upon determination of the apparent low bidder, the total cost of the IMPROVEMENTS, including, without limitation, the costs incurred to incorporate the IMPROVEMENTS in the PROJECT drawings, details and specifications and those costs reasonably incurred during construction, administration and project management. This amount shall not be exceeded unless the CITY agrees that the actual quantity of the IMPROVEMENTS exceeds the estimated quantity of the IMPROVEMENTS or the parties mutually agree to an additional sum.

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

5. To execute change orders upon written approval from the CITY or its authorized agents.

6. To invoice the CITY quarterly or at the completion of the PROJECT, whichever is earlier, for the actual costs associated with the IMPROVEMENTS.

CITY AGREES:

1. To provide an initial determination of the IMPROVEMENTS for estimation of the costs of the IMPROVEMENTS and the costs for incorporation of the IMPROVEMENTS into the drawings, details and specifications prepared by the RTC and its agents.

2. To invoke any authority available under State law or existing permits to have impacted utilities relocated at the utility owner's expense. If the RTC is required to relocate impacted utilities at its expense, said costs shall be reimbursed by the CITY.

3. To acquire all additional right-of-way, easements and/or entry permits from adjacent property owners, as necessary, to allow the RTC and its agents to construct IMPROVEMENTS in accordance with the drawings, details, and specifications. In addition, the CITY shall certify that all right of way, easements and/or entry permits have been obtained prior to PROJECT advertisement.

4. To direct all questions or requests pertaining to the IMPROVEMENTS to the RTC Project Manager and designate a representative to assist the RTC Project Manager in the administration of all issues relating to the IMPROVEMENTS.

5. To timely review and provide the RTC Project Manager with prompt input relating to the approval, modification or disapproval of contract change orders related to the IMPROVEMENTS and to reimburse the RTC for the actual costs that result from the

administration of approved contract change orders. For purposes of this Agreement, actual costs include, but are not limited to, additional engineering, inspection, testing, change orders and compensable delays caused by conditions related to such change orders.

6. To reimburse the RTC for actual costs it incurs that are directly related to the inclusion of the IMPROVEMENTS in the PROJECT. The reimbursable costs include, but are not limited to, the actual costs of incorporating the IMPROVEMENTS into the PROJECT drawings, details and specifications and those costs reasonably incurred during construction, administration and PROJECT management as described in Exhibit A attached.

7. That the costs of the IMPROVEMENTS, including those referred to in item 6 above, are estimated (see Exhibit A attached) and that the CITY will reimburse the RTC for all actual costs.

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

IT IS MUTUALLY AGREED:

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

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

3. 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:

RTC: Lee G. Gibson, AICP
RTC Executive Director
Attn: Warren Call, P.E.
Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 348-0171

CITY: Neil Krutz, P.E.
Deputy City Manager for Community Services
Attn: Andy Hummel, P.E.
Utility Manager
City of Sparks
431 Prater Way
P. O. Box 857

Sparks, Nevada 89432-0857
(775) 353-2375

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, employees and agents 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.

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: _____
Dale E. Ferguson, Esq.
RTC General Counsel

Date: _____

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

BY: _____
Bonnie Weber, Chair

State of Nevada)
)
County of Washoe)

This instrument was acknowledged before me this _____ day of _____, 2014, by
Bonnie Weber, Chair of the Regional Transportation Commission of Washoe County.

Notary Public

CITY OF SPARKS

BY: _____
Mayor

ATTEST:

SPARKS CITY CLERK

BY: _____

EXHIBIT A

Description of IMPROVEMENTS:

Remove and replace approximately eighteen (18) storm drain inlets and appurtenance including reinstating lateral connections as necessary.

Estimated costs of IMPROVEMENTS:

Construction:	\$45,000.00
Design, EDC, & Administration ⁽¹⁾ :	<u>\$6,750.00</u>
TOTAL ESTIMATED AMOUNT:	<u>\$51,750.00</u>

(1) Engineering During Construction (EDC) includes the services provided by the RTC's consultant during the administration of the construction contract. The EDC services generally include, but are not limited to, contract administration, project management, surveying, inspection and materials testing. Total design, EDC, and Administration shall not exceed 15% of the estimated construction costs.