

**INTERLOCAL COOPERATIVE AGREEMENT
FOR REIMBURSEMENT**

This Agreement, made and entered into this _____ day of _____, 2020, by and between the **CITY of Sparks, Nevada**, (hereinafter called “**CITY**”) and the **Regional Transportation Commission**, (hereinafter called “**RTC**”).

WITNESSETH:

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

WHEREAS, **RTC** is undertaking a project, referred to as East Prater Way Rehabilitation Project for the purpose of rehabilitating East Prater Way from Howard Drive to Sparks Boulevard (hereinafter called “**PROJECT**”); and

WHEREAS, the **CITY** desires to construct specific improvements, (hereinafter called “**IMPROVEMENTS**”), described as rehabilitation of portions of sewer infrastructure and surface improvements related to utility work, that are within and/or adjacent to the **PROJECT**. The **IMPROVEMENTS**, 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;

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 **CITY**, upon determination of the apparent low bidder, the total cost of the **IMPROVEMENTS** outlined in Exhibit A. The total cost submitted by the low bidder 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** at the completion of the **PROJECT**, for the actual costs associated with the **IMPROVEMENTS**, not to exceed that portion of the awarded bid amount that relates to the **IMPROVEMENTS** unless otherwise agreed to by the Parties.

CITY AGREES:

1. To provide an initial description of the **IMPROVEMENTS** for **RTC**'s use in estimation of the costs of the **IMPROVEMENTS** and the costs for incorporation of the **IMPROVEMENTS** into the drawings, details and specifications prepared by **RTC** and its agents.

2. To invoke any authority available under State law, existing permits, existing agreements, or any other authority to have impacted utilities relocated at the utility owner's expense.

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

4. To timely review and provide **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 costs that result from the approved contract change orders. For purposes of this Agreement, actual costs include, but are not limited to, additional engineering, change orders and compensable delays caused by conditions related to such change orders.

5. To reimburse the **RTC** for the actual costs associated with the **IMPROVEMENTS** not to exceed that portion of the awarded bid amount that relates to the **IMPROVEMENTS** unless otherwise agreed to by the Parties. The reimbursable costs include, but are not limited to, those costs reasonably incurred during construction as described in Exhibit A attached.

6. 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 **RTC** for all actual costs not to exceed the awarded bid amount unless otherwise agreed to by the Parties.

7. To remit payment within thirty (30) calendar days following receipt of an invoice from **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 to this Agreement and their 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 or permitted pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent by certified or registered mail, to the other party, as follows:

RTC: Brian Stewart, P.E.
Engineering Director
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 335-1880

CITY: John Martini, P.E.
{Sparks} Assistant City Manager
City of Sparks
P.O. Box 857
Sparks, Nevada 89432-0857
(775) 353-2330

4. Subject to the limitations of NRS 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 illegality 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 initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including attorney fees that would be reasonably charged by attorneys in private employment.

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: _____
RTC Chief Counsel

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Amy Cummings, Interim Executive Director

CITY COUNCIL OF SPARKS, NEVADA

By: _____
Ronald E. Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
Sparks City Clerk

BY: _____
Sparks City Attorney

EXHIBIT A

Description of IMPROVEMENTS:

Sewer rehabilitation, Sparks Police Department fiber optic relocation, curb and gutter replacement, and surface overlay work as requested by the City of Sparks in accordance with the drawings and specifications for the PROJECT.

**Estimated costs of IMPROVEMENTS:

Construction:	\$1,047,000.00
Contingency	\$105,000.00
TOTAL ESTIMATED AMOUNT:	\$1,152,000.00

**Based on Engineer's Opinion of Probable Cost at 90% Design, included as Exhibit A-1. Costs include estimates for direct bid item construction costs associated with the IMPROVEMENTS

EXHIBIT A-1

**EAST PRATER WAY REHABILITATION PROJECT
RTC PROJECT NO. 0222028
City of Sparks Quantities for Reimbursement**

STANTEC 90% OPINION OF PROBABLE CONSTRUCTION COST 1-10-2020

Item No.	Roadway Construction Item and Description	Unit	Engineer's Estimate				
			Unit Cost	SSWR	Rest of Project	Quantity	Total
3	Remove Existing and Construct Type 1 PCC Curb and Gutter	LF	\$36.00	900	0	900	\$32,400.00
13	Remove Bituminous Surface by Cold Milling (2-1/2" Minimum)	SY	\$4.50	2,611	0	2,611	\$11,749.50
18	Remove Existing and Install 10-inch PVC Pipe (Sanitary Sewer)	LF	\$240.00	33	0	33	\$7,920.00
19	Remove Existing and Install 15-inch PVC Pipe (Sanitary Sewer)	LF	\$300.00	1,986	0	1,986	\$595,800.00
20	Remove Existing and Install 48-inch Type 1 Manhole	EA	\$8,000.00	1	0	1	\$8,000.00
21	Remove Existing and Install 60-inch Type V Manhole	EA	\$10,000.00	9	0	9	\$90,000.00
34	Place 3.5-inch Plantmix Bituminous Pavement (Trench in Mill)	SY	\$37.00	879	0	879	\$32,523.00
35	Place 2.5-inch Plantmix Bituminous Pavement	SY	\$20.00	2,611	0	2,611	\$52,220.00
51	Install 2-3-Inch Interconnect Conduit	LF	\$40.00	2,118	3,581	5,699	\$113,980.00
57	Install #7 Extended Traffic Rated Pull Box	EA	\$1,650.00	3	7	10	\$8,250.00
58	Install #9 Extended Traffic Rated Pull Box	EA	\$2,000.00	1	1	2	\$2,000.00
59	Install Fiber Optic Cable	LF	\$15.00	4,078	8,194	12,272	\$92,040.00
TOTAL							\$1,046,882.50

10% Contingency \$104,688.25
Total Reimbursement **\$1,152,000.00**

Description and Assumptions (J Tortelli)

Qtys and cost are based on 90% Design and will be updated with Final EE and after Contract is Awarded

- 3 C&G - reimburse all cost of 900 LF C&G qty along SS replacement limits (North side of Prater approx STA 2+50 to 20+00)
- 13 Reimburse all cost to mill north half of Prater from McCarran to Howard (approx STA 1+05 to 9+60)
- 18-21 Reimburse all cost of SS replacement from McCarran to Greenbrae (approx STA 1+16 to 20+06)
- 34-35 Reimburse all cost to place AC in SS trench and overlay north half of Prater from McCarran to Howard
- 51 Reimburse half of cost for trenching from McCarran to Sparks to relocate SPD Fiber Line and install TS Interconnect (approx STA 1+05 to 49+50)
- 57-58 Reimburse half of cost for Pull Boxes associated with SPD Fiber Line and TS Interconnect
- 59 Reimburse half of cost for Fiber Optic cable associated with SPD Fiber Line and TS Interconnect

IN PROVIDING OPINIONS OF PROBABLE COST, IT IS RECOGNIZED THAT NEITHER THE CLIENT NOR STANTEC HAS CONTROL OVER THE COSTS OF LABOR, EQUIPMENT OR MATERIALS, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES OR BIDDING. THE OPINION OF PROBABLE COSTS IS BASED ON STANTEC'S REASONABLE PROFESSIONAL JUDGMENT AND EXPERIENCE AND DOES NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED, THAT THE CONTRACTOR'S BIDS OR THE NEGOTIATED PRICE OF THE WORK WILL NOT VARY FROM THE CLIENT'S BUDGET OR FROM ANY OPINION OF PROBABLE COST PREPARED BY STANTEC.