



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.15

TO: Regional Transportation Commission

FROM: Brian Stewart P.E.
Director of Engineering



Lee G. Gibson, AICP
Executive Director

SUBJECT: Interlocal Cooperative Agreement with the City of Reno for Midtown Bike Racks and Benches (Virginia Street Bus Rapid Transit Project)

RECOMMENDATION

Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno in an amount not to exceed \$120,000 for Midtown Bike Racks and Benches (Virginia Street Bus Rapid Transit Project); authorize the RTC Executive Director to execute the agreement.

SUMMARY

This cooperative agreement (Attachment A) provides funding to support the City of Reno’s desire to select, procure, and install bike racks and benches with artistic features for the Midtown Area of the Virginia Street Bus Rapid Transit Project. The City of Reno has committed to a public process to determine the artistic features of the bike racks and benches including the final number of bike racks and benches and the final locations. The RTC has found that the selection, procurement, and installation of the bike racks and benches are “concurrent non-project activities” that can be purchased with local funding sources without having to comply with certain FTA grant and regulatory requirements. The agreement allows RTC to reimburse the City of Reno in an amount not to exceed \$120,000.

FISCAL IMPACT

This agreement is funded by Fuel Tax and is included in the project budget for the Board approved FY 2019 budget.

PREVIOUS ACTIONS BY BOARD

July 20, 2018 Approved a Professional Services Agreement with Atkins North America for the Construction Management Services for the utility construction phase. Approved an Agreement with Sierra Nevada Construction Inc. for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work.

- June 15, 2018 Approved an Amendment to the Construction Manager At Risk (CMAR) Pre-Construction Agreement between the RTC and Sierra Nevada Construction Inc. for the Virginia Street Bus RAPID Extension Project
- May 21, 2018 Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project.
- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the Construction Manager at Risk method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- July 17, 2015 Acknowledged receipt of a report on the Virginia Street Bus RAPID Transit Extension Project.
- April 17, 2015 Acknowledged receipt of a report on the development of the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADDITIONAL BACKGROUND

The City of Reno will own and maintain the bike racks and benches selected as part of this agreement. The RTC will reimburse the City of Reno for up to \$5,500 for the actual cost of each bench and up to \$2,500 for the actual cost of each bike rack for a not to exceed total of \$120,000. The City's Public Works Department will oversee the installation of the bike racks and benches for functional qualities and installation requirements.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

**INTERLOCAL AGREEMENT
MIDTOWN BIKE RACKS AND BENCHES**

This Agreement is dated and effective as of March __, 2019, by and between the Regional Transportation Commission of Washoe County (“RTC”) and the City of Reno, Nevada (the “City”).

WITNESSETH:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, RTC is delivering the Virginia Street Bus Rapid Transit (BRT) Extension Project (the “Project”) as part of its regional Program of Projects and expects to begin construction of the Project as early as summer 2019; and

WHEREAS, RTC is funding the Project with a combination of federal grant funds administered by the Federal Transit Administration (“FTA”) and local funding sources; and

WHEREAS, RTC’s current design plans call for the Midtown portion of the Project to include thirty (30) benches and sixty (60) bike racks at an estimated cost of approximately \$60,000 to \$120,000; and

WHEREAS, RTC has determined that these are “concurrent non-project activities” that can be purchased with local funding sources without having to comply with certain FTA grant and regulatory requirements; and

WHEREAS, the City and RTC have agreed that RTC will provide up to \$120,000 for the City to select, purchase and install the number and type of benches and bike racks that it wants for the Project at a total cost to be determined and paid for by the City.

ATTACHMENT A

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I - RTC DUTIES

1. RTC will provide the City with the design plans for Midtown showing the location options for the benches and bike racks.
2. RTC will secure confirmation from FTA that these are “concurrent non-project activities” for the Project.
3. After the City selects the benches and bike racks that it wants for the Project, RTC will authorize the purchase.
4. RTC will reimburse the City for up to \$5,500 of the actual cost of each bench and up to \$2,500 of the actual cost of each bike rack, in a total amount not-to-exceed \$120,000.

ARTICLE II - CITY DUTIES

1. The City will cooperate with RTC and its consultants and contractors in all phases of the Project.
2. The City will assist RTC in communicating with the public regarding the Project.
3. The City will select, purchase and install the benches and bike racks that it wants for the Project incorporating the artistic design qualities desired by the City. The City intends to create an overall design review committee to work within the City’s public art placement process to select the benches and bike racks and locations for installation. The City’s Public Works Department must approve the functional qualities and installation requirements and locations of the benches and bike racks prior to selection and provide written evidence of approval to RTC.
4. After selecting the benches and bike racks and locations for installation, the City will request and secure written authorization from RTC to purchase the benches and bike racks. The City understands and agrees that RTC will not authorize the purchase unless the City’s Public Works Department has approved the selections, and the FTA has confirmed that these are “concurrent non-project activities.”
5. The City will purchase the benches and bike racks.

ATTACHMENT A

6. The City will invoice RTC for up to \$5,500 of the actual cost of each bench and up to \$2,500 of the actual cost of each bike rack, in a total amount not-to-exceed \$120,000. Invoices must be accompanied by supporting documentation evidencing the number(s) of each bench and bike rack purchased, along with the actual cost of each. Invoices and supporting documentation must be submitted to accountspayable@rtcwashoe.com.

7. The City's Public Works Department will install or oversee installation of the benches and bike racks. Installation will be performed after substantial completion of the Project at a date and time agreed upon by the City's Project Manager and RTC's Project Manager.

8. The City will accept ownership of and maintain the benches and bike racks as part of its responsibility to accept and maintain the Project pursuant to the Interlocal Agreement between RTC and the City for the Project.

ARTICLE III – GENERAL

1. RTC's Project Manager and point of contact is Jeff Wilbrecht. The City's Project Manager and point of contact is Alexis Hill.

2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.

3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

4. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.

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

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

ATTACHMENT A

7. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.

8. 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. 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 reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives.

APPROVED AS TO LEGALITY AND FORM:

BY: _____
RTC Chief Counsel

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Lee Gibson, Executive Director

CITY COUNCIL OF RENO, NEVADA

By: _____
Hillary L. Schieve, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
City Clerk

BY: _____
Deputy City Attorney