



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.14

TO: Regional Transportation Commission

FROM: Judy L. Tortelli, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Interlocal Cooperative Agreement for Reimbursement Related to the Reno Consolidated 19-01, 19-02 and 19-03 Projects

RECOMMENDATION

Approve the Interlocal Cooperative Agreement (ICA) with the City of Reno for construction of improvements to be included in various road rehabilitation projects scheduled for construction in 2019; authorize the Executive Director to execute the agreement.

SUMMARY

Authorization for the Executive Director to execute the ICA (see Attachment A) will allow the RTC to include construction of specific sidewalk and driveway replacements as requested by the City of Reno. In addition, it will establish that the City of Reno will reimburse the RTC in accordance with the agreement for costs associated with these improvements.

FISCAL IMPACT

The estimated reimbursable amount for the improvements requested by the City of Reno on three (3) Reno Consolidated Projects is \$560,991.

PREVIOUS ACTIONS BY BOARD

- | | |
|--------------------|---|
| October 22, 2018 | Approved Professional Services Agreement (PSA) with Eastern Sierra Engineering, to provide design and engineering during construction services for the Reno Consolidated 19-03 Project. |
| September 21, 2018 | Approved Professional Services Agreement (PSA) with CA Group, Inc. to provide design and engineering during construction services for the Reno Consolidated 19-01 Project. |

September 21, 2018 Approved Professional Services Agreement (PSA) with Wood Rodgers, Inc. to provide design and engineering during construction services for the Reno Consolidated 19-02 Project.

June 15, 2018 Approved the FY 2019 Program of Projects

ADDITIONAL BACKGROUND

The road rehabilitation projects that the City of Reno has requested specific sidewalk and driveway replacements on are the Reno Consolidated 19-01, Reno Consolidated 19-02, and Reno Consolidated 19-03 Projects. These projects will include removal and replacement of the roadway structural section, mill and fill, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, reconstruction of driveways, and other incidentals necessary for the rehabilitation and/or reconstruction of the street segments within the project limits.

The Reno Consolidated 19-01 project limits include the following streets: Sutro Street from the Truckee River Bridge to 4th Street, and from McCarran Boulevard to the northern edge; 1st Street from Center Street to Lake Street; Lake Street bridge over the Truckee River; and, State Street from Virginia Street to Sinclair Street.

The Reno Consolidated 19-02 project limits include the following streets: North Hills Boulevard from Golden Valley Road to Buck Drive and the intersection of Hunter Lake Drive at Foster Drive.

The Reno Consolidated 19-03 project limits include the following streets: Sierra Highlands Drive from NDOT R/W on McCarran Boulevard to Idlebury Way, Colbert Drive from Longley Lane to 300 feet northwest of Longley Lane, Hammill Lane from Kietzke Lane to the eastern terminus, Ralston Street from University Terrace to Eleventh Street, and Ohm Place from Mill Street to 500 feet south.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

**INTERLOCAL COOPERATIVE AGREEMENT
FOR REIMBURSEMENT**

This Agreement is dated and effective as of _____, 2019, by and between the City of Reno, Nevada ("CITY") and the Regional Transportation Commission of Washoe County ("RTC").

W I T N E S S E T H:

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 undertaking projects which include the rehabilitation / reconstruction of arterial, industrial, and collector roads within the City of Reno. Projects include the following roads: (1) Reno Consolidated 19-01 – Sutro Street (Truckee River Bridge to 4th Street and from McCarran Boulevard to the northern edge), 1st Street (Center Street to Lake Street), Lake Street bridge over the Truckee River to approximately 100 ft. north of the intersection with 1st. St., and State Street (Virginia Street to Sinclair Street); (2) Reno Consolidated 19-02 – North Hills Boulevard (Golden Valley Road to Buck Drive) and the intersection of Hunter Lake Drive at Foster Drive; and (3) Reno Consolidated 19-03 – Sierra Highlands Drive (NDOT R/W on McCarran Boulevard to Idlebury Way), Colbert Drive (Longley Lane to 300 feet northwest of Longley Lane), Hammill Lane (Kietzke Lane to the eastern terminus), Ralston Street (University Terrace to Eleventh Street), and Ohm Place (Mill Street to 500 feet south), (hereinafter collectively called "PROJECTS"); and

WHEREAS, CITY has formed a Special Assessment District for the cost of specific sidewalk repairs or improvements (hereinafter called "IMPROVEMENTS") that may be assessed to adjacent property owners in accordance with Nevada Revised Statute (NRS) 271, and are included within and/or adjacent to the PROJECTS. The IMPROVEMENTS, as requested by CITY, are described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, CITY will reimburse RTC the cost of the IMPROVEMENTS as set forth below; and

WHEREAS, the estimated costs are shown in Exhibit A; and

WHEREAS, RTC is willing to incorporate the IMPROVEMENTS into the PROJECTS and cause the improvements to be constructed; 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 CITY.

2. To prepare solicitation documents for the PROJECT that include the IMPROVEMENTS to be used in a competitive bidding process in accordance with Chapter 338 of Nevada Revised Statutes.

3. To provide CITY, upon determination of the apparent low bidder, the total bid cost of the IMPROVEMENTS.

4. To invoice CITY within 60 days of the completion of the PROJECT, whichever is earlier, for the actual costs of the IMPROVEMENTS not to exceed the maximum reimbursable costs as shown in Exhibit A that have been completed.

CITY AGREES:

1. To provide an initial determination of the IMPROVEMENTS for estimation of the costs of the IMPROVEMENTS.

2. Upon notification from the RTC, to request the utilities having franchise agreements that require relocation, to relocate their facilities prior to award of the project in accordance with the franchise agreement. For utilities that do not address the issue of relocation in the franchise agreement, to require relocation of the subject facilities prior to the award of the project if state law provides authority to do so.

3. 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.

4. To reimburse the RTC for the actual costs of the IMPROVEMENTS not to exceed the maximum reimbursable costs as shown in Exhibit A.

7. To remit payment within forty-five (45) 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: Brian Stewart, P.E.
Engineering Director
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 335-1880

CITY: John Flansberg, P.E.
Public Works Director
City of Reno
P. O. Box 1900
Reno, Nevada 89505
(775) 334-2350

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: _____
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

EXHIBIT A

Description of IMPROVEMENTS:

1. The removal and replacement of existing Portland Cement Concrete (PCC) sidewalk or driveway apron and underlying type 2 aggregate base in accordance with the drawings and specifications as directed by the CITY.
2. The installation of Portland Cement Concrete (PCC) sidewalk or driveway apron and underlying type 2 aggregate base in accordance with the drawings and specifications as directed by the CITY.

Maximum reimbursable costs:

Reno Consolidated 19-01:

Construction \$127,864

Reno Consolidated 19-02:

Construction \$347,161

Reno Consolidated 19-03:

Construction \$85,966

TOTAL MAXIMUM REIMBURSABLE COST \$560,991