



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

**AGENDA ITEM 3.15**

**TO:** Regional Transportation Commission

**FROM:** Jeff Wilbrecht, P.E.  
Engineer II

Bill Thomas, AICP  
Executive Director

**SUBJECT: Virginia Street Bus RAPID Transit Extension Project – Plumb to Liberty & Maple to 15<sup>th</sup> – North Virginia Roundabout Monument Sign Agreement with University of Nevada, Reno**

**RECOMMENDATION**

Approve the Property Acceptance Agreement between the RTC and University of Nevada, Reno which provides terms to the completion of monument located within the center of the roundabout constructed as part of the Virginia Street Bus RAPID Transit Extension Project that will ultimately be owned and maintained by the University; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

The Virginia Street Bus RAPID Transit Extension Project includes the construction of many improvements within the vicinity of the University of Nevada, Reno. During the development of the project, the City of Reno and University of Nevada, Reno agreed to various responsibilities of maintenance, ownership, and liability of improvements included in the project scope. Specifically the monument infrastructure within the center of the North Virginia Street roundabout near the West Stadium Parking Garage.

The subject agreement provides terms for both RTC and the University of Nevada, Reno. These include documentation of the completion of the monument following the project plans and specifications, documentation of the 1-year warranty of constructed improvements, and the conclusively presumed accepted right, title and ownership interest of the monument by the University of Nevada, Reno.

**PREVIOUS ACTIONS BY BOARD**

August 20, 2020                      Approved Change Order No. 17 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project

June 19, 2020                      Approved Change Order No. 16 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project

- May 22, 2020 Approved Change Order No. 15 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- April 17, 2020 Approved Change Order No. 11, 12, 13, and 14 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- February 21, 2020 Approved Change Order No. 07, 08, 09, and 10 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- December 20, 2019 Approved Change Order No. 05 and 06 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- November 15, 2019 Approved Change Order No. 01, 02, 03, and 04 to the SNC construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- October 24, 2019 Approved Interlocal Cooperative Agreement with the City of Reno for additional utility conduits on Virginia Street during construction of the South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project
- August 16, 2019 Approved Interlocal Cooperative Agreement with the City of Reno for Requested Enhancements to South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project
- May 20, 2019 Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- May 20, 2019 Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachment

**PROPERTY ACCEPTANCE AGREEMENT**

This Property Acceptance Agreement (this “Agreement”) is made and entered into this \_\_\_\_\_ day of September, 2020 (“Effective Date”), by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”), and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (“University”, and together with the RTC, the “Parties”).

RECITALS

WHEREAS, the RTC is currently constructing that certain Virginia Street Bus RAPID Transit Extension Project Phase 2 (the “Project”) pursuant to an Interlocal Agreement between the RTC and the City of Reno, Nevada (the “City”);

WHEREAS, the Project includes a landscaped circular intersection/roundabout at the intersection of North Virginia Street and UNR Way, Reno Nevada (the “Roundabout”);

WHEREAS, the Project includes a monument/sign and related electrical utilities within the Roundabout as more fully depicted in Exhibit A (the “Monument”);

WHEREAS, the University and the City entered into an Interlocal Agreement dated \_\_\_\_\_, 2020, in which University and City, in relevant part, (i) acknowledged and agreed that the Roundabout would become and remain the property of the City upon completion of the Project, (ii) acknowledged and agreed that the Monument would become and remain the property of the University upon completion of the Project, (iii) City expressly disclaimed any right, title or ownership interest in or to the Monument, and (iv) City agreed to grant University a permanent signage and access easement allowing the Monument to be located, operated and maintained within the Roundabout;

WHEREAS, this Agreement describes the process by which the University will accept ownership of the Monument upon completion of the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the Parties each mutually agree as follows:

1. RTC shall ensure the Monument is constructed in compliance with the approved Project plans and specifications. RTC shall guarantee that the quality of the material and workmanship used will be satisfactory for a period of one year after the date of final acceptance of the project by RTC.
2. The RTC will notify the University in advance of the date RTC expects to achieve substantial completion of the Monument. Substantial completion of the Monument is scheduled for early October 2020.
3. The RTC shall achieve completion of construction of the Project. The RTC will provide the University with notice of completion of construction of the Project.

4. Upon completion of construction of the Project and acceptance of ownership of the rest of the Project by the City, the University shall be conclusively presumed to have accepted all right, title and ownership interest in or to the Monument and, subject to Section 1 above, shall provide, at its sole cost, all maintenance, repair and utilities (electric) to the Monument pursuant to the terms of the Interlocal Agreement between the University and the City dated \_\_\_\_\_, 2020. Upon completion of construction of the Project and acceptance of ownership of the rest of the Project by the City, RTC shall have no right, title or ownership interest in or to the Monument.

5. **INDEMNIFICATION.**

- a. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, inclusive, University shall indemnify, defend, and hold harmless RTC from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any negligent act or omission by University or any of its officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement. University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. University's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations.
- b. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, inclusive, RTC shall indemnify, defend, and hold harmless University from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any negligent act or omission by RTC or any of its officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement. RTC will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. RTC's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations.

6. **INSPECTION & AUDIT.**

- a. Books and Records. The Parties respectively agree to keep and maintain full, true and complete records, contracts, books and documents as are necessary to maintain by law concerning the subject matter of this Agreement.
- b. Inspection & Audit. The Parties respectively agree that all relevant (but only relevant) books, and records (written, electronic, computer related or otherwise), including, without limitation, documentation related to the terms herein, shall be subject, at any reasonable time during normal business hours, to inspection, examination, review, audit and copying by the other party, at any office or location where such records may be found, upon reasonable prior written notice by the reviewing party, or any of its authorized representatives.

c. Period of Retention. All books, records reports and statements relevant to this Agreement (but only such relevant documents) shall be retained for the period of time set forth as required under Nevada law. Such retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

7. **NOTICE.** Notices required under this Agreement shall be given as follows:

To RTC:       Attn: Director of Engineering  
                  Regional Transportation Commission  
                  1105 Terminal Way, Suite 108  
                  Reno, Nevada 89502

To UNR:       Attn: General Counsel  
                  University of Nevada, Reno  
                  Mail Stop 0550  
                  Reno, Nevada 89557-0550

8. **ENTIRE AGREEMENT.** This Agreement contains all the commitments and agreements of the Parties. Prior or contemporaneous oral or written commitments not contained herein shall be of no force or effect to alter any term or condition of this Agreement. Unless otherwise provided herein, the terms of this Agreement may be modified only by written agreement signed by the respective Parties hereto.

9. **GOVERNING LAW; VENUE.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The venue for any action to enforce or interpret this Agreement shall be the Second Judicial District, Washoe County, Nevada.

10. **SEVERABILITY.** The provisions hereof are severable, and if any provision contained in this Agreement is held to be unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

11. **NO WAIVER.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach

12. **FORCE MAJUERE.** Neither party shall be deemed to be in violation of this Agreement if it is prevented or delayed from performing any of its obligations hereunder due to accidents, floods, slides, fires, earthquakes, winds, storms, explosions, natural disasters, or other casualties of any nature; enemy or hostile governmental action; wars, blockades, insurrections, or civil disorder; strikes, lockouts or labor disputes; law, order, proclamation, ruling, regulation, directive, or ordinance of any governmental authority having jurisdiction; pandemics, epidemics, or other outbreaks of disease or infection; or unanticipated interruption of basic services. In such an event the intervening cause must not be through the fault of the party asserting such an excuse,

and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party. Any attempted assignment made in violation of this Section 15 shall be void.

14. **NO THIRD-PARTY BENEFICIARIES.** The Parties expressly disclaim the creation of any right in any third-party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement, and with any rights under this Agreement, are the RTC and University.

15. **INDEPENDENT PUBLIC AGENCIES.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.

16. **COUNTERPARTS.** This Agreement may be executed in a number of counterparts and such counterparts may be combined to establish a fully executed document. In addition, an electronic signature shall be valid for all purposes.

17. **PROPER AUTHORITY.** The Parties represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first written above.

REGIONAL TRANSPORTATION  
COMMISSION OF WASHOE COUNTY,  
NEVADA

BOARD OF REGENTS OF THE NEVADA  
SYSTEM OF HIGHER EDUCATION ON  
BEHALF OF THE UNIVERSITY OF  
NEVADA, RENO

By: \_\_\_\_\_  
Bill Thomas, AICP  
Executive Director

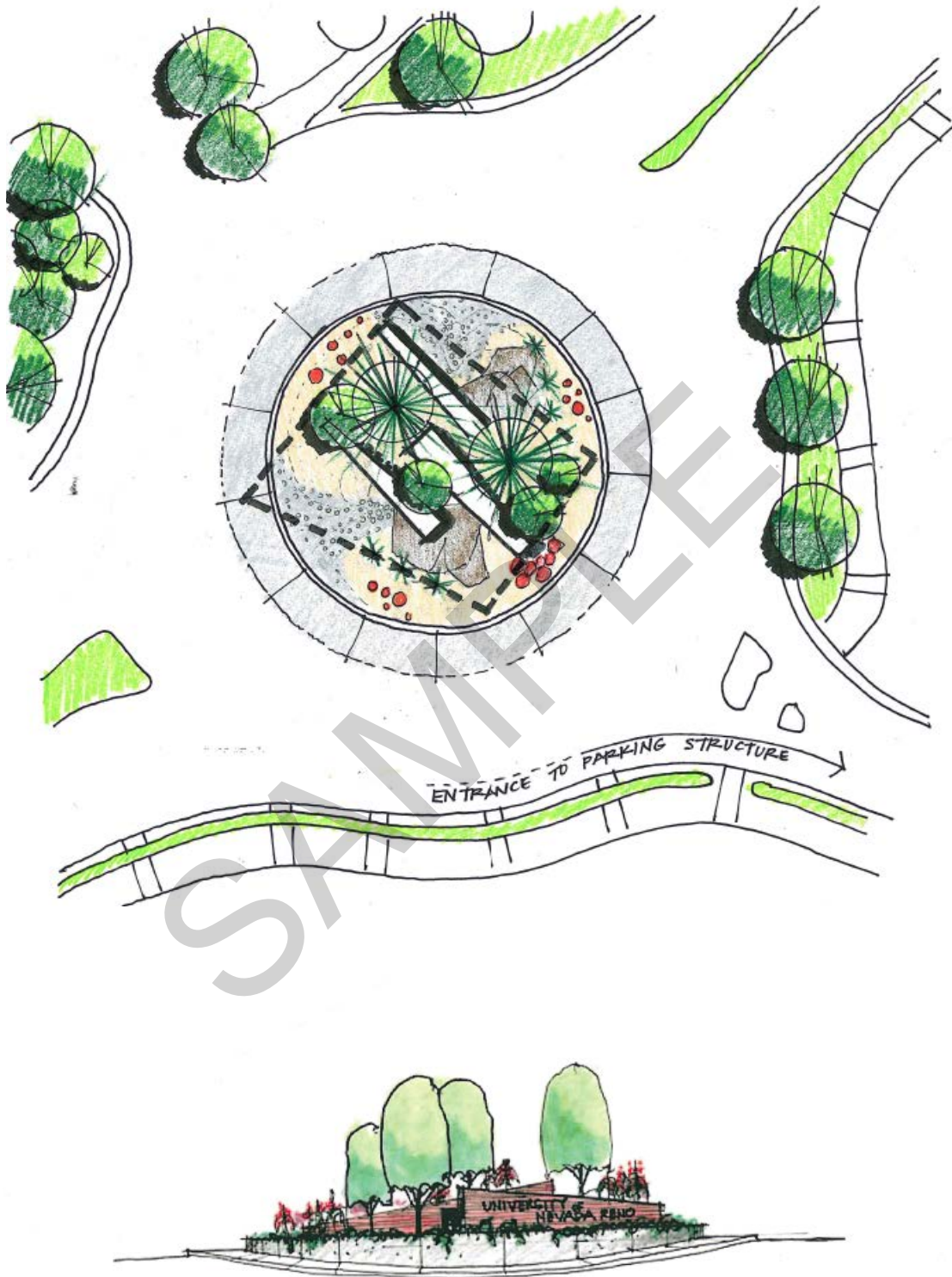
By: \_\_\_\_\_  
\_\_\_\_\_  
Chancellor

Recommended:

By: \_\_\_\_\_  
Marc Johnson  
UNR President

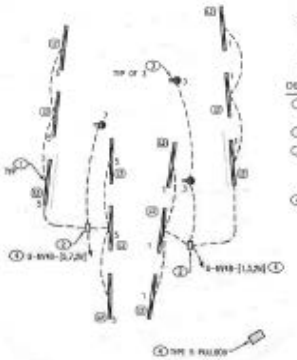
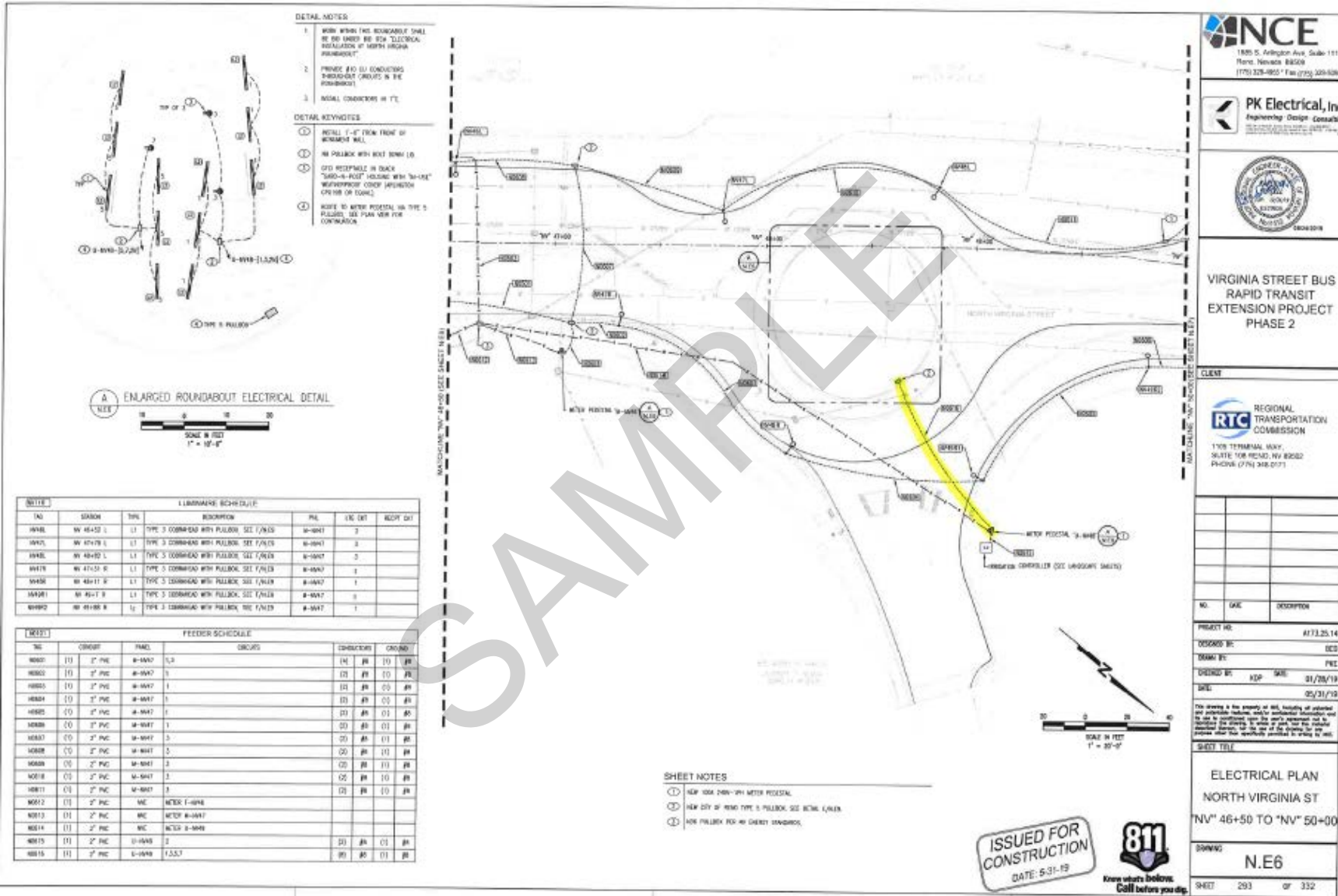
SAMPLE

**EXHIBIT A-1**





# EXHIBIT A-2



**A ENLARGED ROUNDABOUT ELECTRICAL DETAIL**  
SCALE IN FEET  
1" = 10'-0"

- DETAIL NOTES**
1. WORK WITH THE ROUNDABOUT SHALL BE PERFORMED BY THE ELECTRICAL CONTRACTOR AT THE ROUNDABOUT.
  2. PROVIDE #10 (3) CONDUCTORS THROUGHOUT (GROUPS IN THE ROUNDABOUT).
  3. METAL CONDUITORS IN T/E.
- DETAIL KEYNOTES**
- ① METAL 1'-0" FROM FRONT OF ROUNDABOUT WALL.
  - ② 1/2" POLYMER WITH BOLT BENCH (10).
  - ③ 070 ROSTERLESS IN BLACK "SARD-9" POLE HOUSING WITH "M-LINE" METEOROLOGICAL CODE (APPROXIMATE OPEN OR CLOSED).
  - ④ HOUSING IS AFTER POSTAL VIA TYPE 3 PULLBOX. SEE PLAN VIEW FOR CONNECTIONS.

NOTE	STATION	TYPE	DESCRIPTION	PH	TRC (BT)	SCPT (BT)
04948	NV 46+50 L	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-0447	3	
04949	NV 47+70 L	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-0447	3	
04950	NV 48+90 L	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-0447	3	
04951	NV 47+50 R	R1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-0447	3	
04952	NV 48+11 R	R1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-0447	3	
04953	NV 49+1 R	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-0447	3	
04954	NV 49+85 R	R1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-0447	3	

NO.	GROUP	PHASE	CONDUCTORS	CONDUIT	GROUND
04955	01	2" PVC	M-0447 1,2,3	01	01 10 01
04956	01	2" PVC	M-0447 1	01	01 10 01
04957	01	2" PVC	M-0447 1	01	01 00 01
04958	01	2" PVC	M-0447 1	01	01 00 01
04959	01	2" PVC	M-0447 1	01	01 01 01
04960	01	2" PVC	M-0447 1	01	01 01 01
04961	01	2" PVC	M-0447 1	01	01 01 01
04962	01	2" PVC	M-0447 1	01	01 01 01
04963	01	2" PVC	M-0447 1	01	01 01 01
04964	01	2" PVC	M-0447 1	01	01 01 01
04965	01	2" PVC	M-0447 1	01	01 01 01
04966	01	2" PVC	M-0447 1	01	01 01 01
04967	01	2" PVC	M-0447 1	01	01 01 01
04968	01	2" PVC	M-0447 1	01	01 01 01
04969	01	2" PVC	M-0447 1	01	01 01 01
04970	01	2" PVC	M-0447 1	01	01 01 01
04971	01	2" PVC	M-0447 1	01	01 01 01
04972	01	2" PVC	M-0447 1	01	01 01 01
04973	01	2" PVC	M-0447 1	01	01 01 01
04974	01	2" PVC	M-0447 1	01	01 01 01
04975	01	2" PVC	M-0447 1	01	01 01 01
04976	01	2" PVC	M-0447 1	01	01 01 01

- SHEET NOTES**
- ① NEW 100A 120V-075 METEER PROTECTAL.
  - ② NEW CITY OF RENO TYPE 3 PULLBOX SEE METEER PLAN.
  - ③ NEW PULLBOX FOR NEW STREET CONNECTIONS.

**ISSUED FOR CONSTRUCTION**  
DATE: 5-31-19



**NCE**  
1805 S. Arlington Ave. Suite 111  
Reno, Nevada 89509  
(775) 328-8857 Fax (775) 328-8858

**PK Electrical, Inc**  
Engineering Design Consult



**VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT PHASE 2**

**CLIENT**  
**RTC** REGIONAL TRANSPORTATION COMMISSION  
1700 TERMINAL AVENUE  
SUITE 108 RENO, NV 89502  
PHONE (775) 348-0571

NO.	DATE	DESCRIPTION

PROJECT NO.	#13.25.14
DESIGNED BY	DCS
DRAWN BY	PEC
CHECKED BY	KDP
DATE	05/31/19

**ELECTRICAL PLAN**  
NORTH VIRGINIA ST  
"NV" 46+50 TO "NV" 50+00

DRAWING	N.E6
SHEET	293 of 332