

INTERLOCAL REIMBURSEMENT AGREEMENT

This agreement (“this Agreement”) is made and entered into on _____, by and between the City of Reno (“CITY”), and the Regional Transportation Commission of Washoe County, Nevada (“RTC”).

WHEREAS, RTC is undertaking the Virginia Street Bus Rapid Transit Extension Project, a project to design and construct roadway and guideway improvements, transit stations, and other multimodal enhancements on South Virginia Street between Plumb Lane and Liberty Street in the City of Reno, Nevada (hereinafter the “Project”); and

WHEREAS, CITY owns and maintains the right of way within the Project limits; and

WHEREAS, CITY desires to add certain enhancements within and adjacent to the Project as identified in Attachment 1 not included in the scope of the Project (the “CITY Improvements”); and

WHEREAS, RTC will complete the CITY Improvements as part of the Project; and

WHEREAS, CITY will reimburse RTC for the actual cost necessary to design and construct the CITY Improvements.

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:

1. It is mutually agreed that the parties’ Project Managers will work together to determine and agree in writing upon the scope, design, specifications and budget for the categories of CITY Improvements identified in Attachment 1, provided that the total cost of the CITY Improvements may not exceed \$222,600 unless this Agreement is amended.
2. CITY’s Project Manager is Kerrie Koski . RTC’s Project Manager is Jeff Wilbrecht.
3. RTC agrees to:
 - (a) Contract with its consultant to provide engineering services to develop design plans necessary to construct the CITY Improvements.
 - (b) Contract with its contractor to provide all material, construct, install and perform all work to complete the CITY Improvements using the Construction Manager-At-Risk (CMAR) project delivery method.
 - (c) Warrant and represent that the CITY Improvements shall comply with all applicable state and local laws and ordinances and will strictly comply with the provisions of this Agreement and the plans and specifications. The quality of the material and workmanship used in the CITY Improvements will be satisfactory for a period of one (1)

year after final acceptance of the CITY Improvements. Any defects occurring and noticed by RTC or CITY during the guarantee period shall be corrected by RTC's contractor at no additional cost to CITY.

(d) Submit to CITY an invoice for the amount of the CITY Improvements, within sixty (60) calendar days of completion of the CITY Improvements.

4. CITY agrees to:

(a) Provide final approval of the scope, design, specifications and budget for the CITY Enhancements within the deadlines established by RTC so that the Project will not be delayed or otherwise negatively impacted.

(b) Perform inspection of CITY Improvements prior to final acceptance.

(c) Reimburse RTC for actual costs incurred necessary to construct CITY Improvements in a total amount not to exceed the total costs reflected in Attachment 1. Reimbursement shall be due and payable within sixty (60) calendar days after receipt of billing from RTC.

5. It is mutually agreed that if CITY does not provide final approval of the scope, design, specifications and budget for the CITY Enhancements within the mutually agreed upon deadlines, that RTC's obligations to complete the CITY Enhancements shall immediately terminate at the discretion of RTC and CITY shall reimburse RTC for actual costs incurred prior to termination.

6. It is mutually agreed that each party will cooperate with the other party and its agents in carrying out their respective responsibilities.

7. It is mutually agreed that each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

8. Communications/notices required pursuant to this Agreement shall be in writing and addressed as follows:

If to CITY: John Flansberg, P.E. Public Works Director
 City of Reno
 PO Box 1900
 Reno, NV 89505

If to RTC: Brian Stewart, P.E., Engineering Director
 Regional Transportation Commission of Washoe County
 1105 Terminal Way, Suite 108
 Reno, NV 89502

9. 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 permitted by law from and against any liability including, but not limited to, property damage, and personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers and employees arising out of the performance of this Agreement

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

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

12. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be modified unless in writing and signed by the parties.

13. 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.

14. 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 hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

CITY OF RENO

Lee G. Gibson, AICP
Executive Director

Hillary L. Schieve, Mayor

ATTEST:

Ashley D. Turney, City Clerk

APPROVED AS TO LEGALITY
AND FORM:

APPROVED AS TO LEGALITY
AND FORM:

Dale Ferguson, Esq.
RTC Chief Counsel

Susan Ball Rothe
Deputy City Attorney

Attachment 1

Estimated Costs

Description: Project Costs for City of Reno approved Enhancement Items for Virginia Street

Estimated Costs for Reimbursement to RTC:

Electrical infrastructure installation for future Tree Lighting (1)	\$142,600
Poles for Special Events Banners (2)	\$70,000
Concrete Stamp (MidTown logo) (3)	\$6,000
District Street signs (4)	\$4,000
Total Estimated Amount Reimbursement to RTC:	\$222,600

- (1) Labor, materials and equipment necessary to install electrical equipment (wiring, waterproof and tamper resistant outlet box, and ancillary systems) to accommodate future light systems at as many tree wells as budget allows, excludes lights.
- (2) Design and construction of two sets of special event banner poles located along Virginia Street (includes concrete foundations, pole base, pole and pole caps, foundation anchors and associated hardware, and eyelets or similar attachments for banner connection and electric service with exterior rated receptacle to top of each pole. Poles to be decorative and approximately 18 to 22 feet tall. Poles will support banners that will span the width of the street.
- (3) Procurement of MidTown branded concrete stamp and labor associated with use of stamp in to wet concrete at locations that have been specified by the City of Reno (approximately 40). Stamp design provided by City of Reno.
- (4) Procurement and installation of District Street signs at locations directed by the City.