

Item # 5-2A

**City of Carson City
Agenda Report**

Date Submitted: August 29, 2006

Agenda Date Requested: September 7, 2006

Time Requested: Consent

To: Mayor and Supervisors

From: P.W. Development Engineering

Subject Title: Action to approve and authorize the Mayor to sign a Participation Agreement between Nevada West Lands, LLC, and Carson City for roadway engineering design and construction on Lepire Drive from Fairview Drive to approximately 290 feet eastward, in which Carson City agrees to reimburse Nevada West Lands, LLC an amount, as specified in the agreement, not to exceed a total of \$64,609.00 from the Street Maintenance Overlays Account and other matters properly related thereto.

Staff Summary: The Board of Supervisors as part of the Sundance Ridge Phase II subdivision approval required the City to cooperate with the Developer on Lepire Drive Improvements. The applicant, Nevada West State Lands, LLC, agrees to perform certain work associated with roadway engineering design and construction, located on Lepire Drive from Fairview Drive to approximately 290 feet eastward, which work includes and is limited to the engineering design and construction of asphalt concrete pavement, curb, gutter and sidewalk, along with all appurtenances, including placement and compaction of base material and necessary grading. Carson City agrees to reimburse the applicant not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) for actual costs associated with engineering design of the above portion of Lepire Drive and not to exceed FIFTY SEVEN THOUSAND ONE HUNDRED NINE DOLLARS (\$57,109.00) which represents the actual construction costs of constructing the above improvements on Lepire Drive from Fairview Drive to approximately 290 feet eastward based on Contractor's estimate (Exhibit "A"). This agreement will be binding on both parties for a 12-month period following the final date of the agreement or until the final completion of the project.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

Does This Action Require a Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: Action to approve and authorize the Mayor to sign a Participation Agreement between Nevada West Lands, LLC, and Carson City for roadway engineering design and construction on Lepire Drive from Fairview Drive to approximately 290 feet eastward, in which Carson City agrees to reimburse Nevada

West Lands, LLC an amount, as specified in the agreement, not to exceed a total of \$64,609.00 from the Street Maintenance Overlays Account and other matters properly related thereto.

Explanation for Recommended Board Action: The Board of Supervisors as part of the Sundance Ridge Phase II subdivision required the City to cooperate with the Developer on Lepire Drive improvements.

Applicable Statue, Code, Policy, Rule or Regulation: For the participation of the required improvements as a part of the Carson City Municipal Code 17.08, Nevada Revised Statutes 278.462, authorizing public agencies to enter into agreements to perform a service, activity or undertaking, and all applicable ordinances or regulations referred to and made part of this Participation Agreement.

Fiscal Impact: \$64,609.00

Explanation of Impact: Streets Maintenance Fund Account 256-3038-431.04-86, Street Overlay Participation

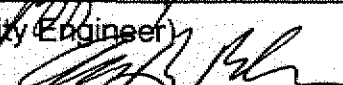
Supporting Material: Participation Agreement and Exhibit A.

Prepared By: Carol Barber, Management Assistant

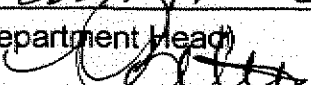
Reviewed By:


for (City Engineer)

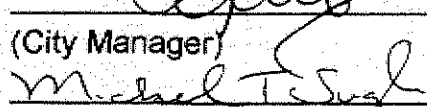
Date: 8/28/06


(Department Head)

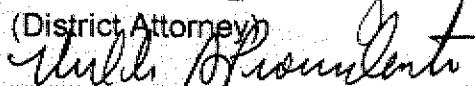
Date: 8/29/06


(City Manager)

Date: _____


(District Attorney)

Date: 8-29-06


(Finance Director)

Date: 8-29-06

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____

(Vote Recorded By)

***** PARTICIPATION AGREEMENT *****

PERMIT NO. 06-0069

Lepire Drive - just east of Fairview Drive to approximately 290 feet eastward

THIS AGREEMENT, dated this 18TH day of August 2006, between Nevada West Lands, LLC, (hereinafter referred to as "APPLICANT"), and CARSON CITY, NEVADA, a consolidated municipality (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, the APPLICANT has agreed to perform certain work associated with roadway engineering design and construction, located on Lepire Drive from Fairview Drive to approximately 290 feet eastward, which work includes and is limited to engineering design and construction of 3600 S.F. of standard asphalt pavement section, 17,650 S.F. of increased pavement section (one additional inch of asphalt one additional inch of gravel base), 230 L.F. of curb and gutter, and 1150 S.F. of sidewalk, along with all appurtenances, including placement and compaction of base material and necessary grading; and

WHEREAS, the CITY desires to have above roadway construction completed on such facilities by the APPLICANT in accordance with the approved plans, specifications and drawings, all applicable provisions of the Carson City Municipal Code and any other applicable ordinances or regulations which are hereby referred to and made a part of this Agreement by reference, and in accordance with the specific conditions set forth within this Agreement itself; and

WHEREAS, Nevada Revised Statutes 278.462 and Carson City Municipal Code 17.08 place the requirements upon the APPLICANT; and

WHEREAS, the CITY agrees to pay for the additional engineering design work and construction work of 3600 S.F. of standard asphalt pavement section, 17,650 S.F. of increased pavement section (one additional inch of asphalt one additional inch of gravel base), adjustment of associated utility valves and covers, 230 L.F. of curb and gutter, 1150 S.F. of sidewalk, grinding of existing asphalt concrete, and mobilization/demobilization of which cost will be determined by the actual quantity placed in the field using the unit prices provided by the chosen Contractor. The bill shall be itemized and include cost differentials for all items to be included in the participation. Failure to provide the itemized bill will exempt the installation from participation.

NOW, THEREFORE, the parties to this Agreement, in consideration of the provisions herein contained and other good and valuable consideration, do hereby agree as follows:

1. The APPLICANT shall contract for and complete design work and construction of the Lepire Drive street improvements as described above;

The CITY shall reimburse the APPLICANT not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) for actual costs associated with engineering design of the above portion of Lepire Drive and not to exceed FIFTY SEVEN THOUSAND ONE HUNDRED NINE DOLLARS (57,109.00) which represents the actual construction costs of constructing the above improvements on Lepire Drive from Fairview Drive to approximately 290 feet eastward based on Contractor's estimate (Exhibit "A"). The

reimbursement will occur upon completion and acceptance of the work by the CITY and receipt by the CITY of APPLICANT's invoice, with copies of the invoices from APPLICANT's contractors.

2. This agreement shall be binding on both parties for a twelve (12) month period following the final date of the Agreement or until the final completion of the project, if under construction during this time period.

3. The construction work under this Agreement shall begin when and if APPLICANT commences construction of Lepire Drive from Fairview Drive to approximately 290 feet eastward.

4. If APPLICANT fails, neglects, or refuses to construct said improvements as and when agreed, such failure shall constitute a breach of this Agreement. If APPLICANT fails to cure the default upon the request of CITY, the CITY, at its option, may correct such default and thereupon recover from APPLICANT the cost thereof or may require the specific performance by APPLICANT of all the construction as required under this Agreement. The foregoing shall be in addition to, and not exclusive of, any other remedy now or hereafter provided by law and the pursuit of any right or remedy shall be construed as any election.

5. This Agreement shall bind the heirs, executors, administrators, successors, and assigns of the respective parties.

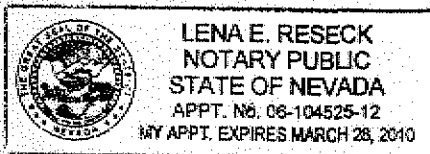
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

APPLICANT: NEVADA WEST LANDS, LLC

Mark A. Linder Manager

State of Nevada
County of Carson

Subscribed and sworn to before me on this 18th day of August, 2006



Lena E. Reseck

Notary Public

CITY:

MARV TEIXEIRA, Mayor

ATTEST:

ALAN GLOVER
Clerk-Recorder

Approved as to form:

APPROVED:

District Attorney

JEFFERY A. SHARP, P.E.
Deputy City Engineer

Finance

EXHIBIT "A"

So. Lepire Sta 0+60.59 to 2+91.83

Permit No. 06-0069

Sawcut & Remove Edge of AC	70	LF	\$ 1.50	\$ 105.00
Rem AC on South Lepire	3600	SF	\$ 0.70	\$ 2,520.00
Earthwork to Bring So Lepire to SG	5150	SF	\$ 0.45	\$ 2,317.50
Shape & Compt SG	5150	SF	\$ 0.12	\$ 618.00
Curb, Gutter, & Sidewalk	232	LF	\$ 27.00	\$ 6,264.00
Transition C&G	24	LF	\$ 27.00	\$ 648.00
Driveway Curb	64	LF	\$ 27.00	\$ 1,728.00
SW @ DW's & Transitions	420	SF	\$ 10.00	\$ 4,200.00
AC with Fog, 3"/8"	3600	SF	\$ 2.90	\$ 10,440.00
BF Behind Walks	232	LF	\$ 2.25	\$ 522.00
Increase from 3" to 4" Pymt Section	17,650	SF	\$ 1.15	\$ 20,297.50
Subtotal				49,660.00
15% GC Markup				<u>7,449.00</u>
Total				57,109.00