Item#8

### City of Carson City Agenda Report

Date Submitted: March 27, 2007 Agenda Date Requested: April 5, 2007

Time Requested: 10 minutes

To: Mayor and Supervisors

From: D.S., Engineering Division

Subject Title: Action to approve a Water, Sanitary Sewer and Storm Sewer Participation Improvements Agreement by and between Carson Gaming LLC, and City of Carson City, a political subdivision of the State of Nevada, for work including, but not limited to the construction of a Water, Sanitary Sewer and Storm Sewer on Curry Street - from Clearview Drive to Wialaki Street.

#### **Staff Summary:**

The applicant has agreed to perform certain work associated with engineering design and construction of the improvements on Curry Street from Clearview Drive to Wialaki Street, which work includes utility extension for water, sanitary sewer, and storm sewer with roadway restoration. The Curry Street project is currently on the RTC capital project list. The total estimated construction cost for this portion of Curry Street is \$3,500,000. The Carson Gaming project on Curry Street has provided an opportunity to accelerate this project and take advantage of developer funding for the full right-of-way improvements as well as associated utility improvements. The City commitment to this project, as specified in the agreement, is a total of \$ 1,376,500. \$568,500 is from the RTC, \$140,300 is from the Sanitary Sewer Fund, \$122,900 is from the Water Fund and \$544,800 is from the Storm Water Fund. The CITY agrees to pay the actual construction cost for proposed water, sanitary sewer and storm sewer improvements, including associated roadway restoration to Curry Street 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. 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, engineers and surveyors.

This item was approved by the Carson City Regional Transportation Commission at their regular meeting of March 14, 2007.

Type of Action Requested: (check one)		
() Resolution (	Ordinance	
(_X_) Formal Action/Motion (	_) Other (Specify)	
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Does This Action Require A Business Impact S	Statement: ()	Yes $(X)$ No.

#### Recommended Board Action:

I move to approve a Water, Sanitary Sewer and Storm Sewer Participation Improvements Agreement by and between Carson Gaming LLC, and City of Carson City, a political subdivision of the State of Nevada, for work including, but not limited to the construction of a Water, Sanitary Sewer and Storm Sewer on Curry Street - from Clearview Drive to Wialaki Street.

#### **Explanation for Recommended Board Action:**

The City had proposed the installation of the water, sewer and storm drainage on this section of Curry Street as a Regional Transportation project several years ago. The original project did not anticipate the installation of full width improvements nor the installation of curbs or sidewalks, however with the construction of the Casino Fandango and the related facilities, we are able to leverage our dollars with the developer to fund the complete street and utility extension. The portions being funded by the City are regional in nature and benefit all the properties in this southwest area of the City.

#### Applicable Statue, Code, Policy, Rule or Regulation:

For the participation of the required improvements as a part of the Carson City Municipal Code, section 12.01.210, Nevada Revised Statues 278.462, and 338.0115, 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:

RTC Fund \$568,500; Sanitary Sewer Fund \$140,300; \$122,900 Water Fund and Storm Water Fund \$544,800.

#### **Explanation of Impact:**

See above.

#### **Funding Source:**

RTC, Water Fund, Sewer Fund and Stormwater Fund

#### Alternatives:

No viable alternatives.

#### Supporting Material:

Participation Agreement

Prepared By: Lawrence A Werner, P.E., P.L.S.

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Reviewed By:	Manuella	Date: 3/21/0	) /
(Department Heatt)	-gr_10"	*/ /	<del></del>
	741	Date: _3/27/0	7
(City Manager)	7 7 7	Date	<u> </u>
		Desta: 2 22 -7	
(District Attorney)		Date: 3-27-07-	
		19/1-2/-	
Letter Commence		Date: <u>4/27/7</u>	<u> </u>
(Finance Director)		•	
Board Action Taken:			
Motion:	1)		Aye/Nay
	2)		
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(Vote Recorded By)			
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#### PARTICIPATION AGREEMENT

# PERMIT NO. 06-663 WATER, SANITARY SEWER AND STORM SEWER IMPROVEMENTS ON Curry Street -from Clearview Drive to Wialaki Street

THIS AGREEMENT, dated this day of	, 2007, between
Carson Gaming LLC, (hereinafter referred to as "APPLICA	.NT"), and CARSON CITY,
NEVADA, a consolidated municipality (hereinafter referred to	as "CITY"),

#### WITNESSETH:

WHEREAS, the CITY has asked the APPLICANT to perform certain work associated with engineering design and construction of water, sanitary sewer and storm sewer improvements, including roadway restoration, on Curry Street from Clearview Drive to Wialaki Street; and

WHEREAS, the APPLICANT has agreed to perform certain work associated with engineering design and construction of the improvements on Curry Street from Clearview Drive to Wialaki Street, which work includes utility extension for water, sanitary sewer, and storm sewer with roadway restoration; and

WHEREAS, the CITY desires to have improvements completed 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

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

- 1. The AGREEMENT is subject to the requirements set forth in NRS 338.0115. The APPLICANT shall contract for and complete design work and construction of improvements as described herein; and, the CITY agrees to reimburse the APPLICANT in the amount of ONE MILLION THREE HUNDRED SEVENTY SIX THOUSAND DOLLARS (\$1,376,000.00) and any cost increases for which CITY is the responsible party pursuant to Section 3 of this AGREEMENT for the actual construction cost set forth in Exhibit A as "City Costs," attached hereto, associated with the actual construction costs of constructing the above Curry Street Improvements on Curry Street from Clearview Drive to Wialaki Street based on the items as pertaining to the "City" in Exhibit A.
- 2. The reimbursement will occur within thirty (30) days upon completion and acceptance of the Curry Street Improvements described in Exhibit A by the CITY, and the receipt by the CITY of APPLICANT'S invoice, copies of invoices from the APPLICANT'S contactors, material suppliers, engineers and surveyors along with proof of payment thereof. The invoice shall be itemized and include cost differentials for all items to be included in the AGREEMENT. Failure to provide the itemized bill and proof of payment to contactors, material suppliers, engineers and surveyors is grounds for the City to withhold reimbursement.
- 3. In the event that unforeseen conditions are found to exist that cause change orders to be issued, cost overruns, redesign costs and/or expanded scope of

work resulting in increased costs, the party (APPLICANT or CITY) who would otherwise be responsible for that component of the work pursuant to Exhibit A shall also be responsible for the increased costs attributable thereto. The responsible party who would be responsible for the increased costs must approve the change and/or redesign costs prior to a Contractor proceeding with the increased work. In the event the parties cannot agree, after conferring in good faith, as to which party is responsible for the increased cost, the design and construction improvements will be completed by the APPLICANT, and the dispute will be submitted to arbitration with each party paying arbitration costs and expenses equally.

- 4. This AGREEMENT shall be binding on the parties until completion of the project or within two (2) years of execution of the agreement by the parties whichever occurs first.
- 5. The construction work pursuant to this AGREEMENT shall begin when and if the Applicant commences construction of the Curry Street Improvements on Curry Street from Clearview Drive to Wialaki Street.
- 6. 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 within thirty (30) days, 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.

- 7. In the event CITY fails, neglects, or refuses to reimburse the APPLICANT as and when agreed in accordance with this AGREEMENT, interest on any balance due and owing shall accrue at the legal rate. The foregoing shall be in addition to, and not exclusive of, any other remedy now or hereafter provided by law.
- 8. This AGREEMENT shall bind the heirs, executors, administrators, successors, and assigns of the respective parties.
- 9. To the fullest extent permitted by law, the parties, APPLICANT and CITY, shall indemnify, hold harmless and defend, not excluding the party's right to participate, each other from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent, willful acts or omissions of the APPLICANT or the CITY, its officers, employees, consultants, contractors, agents invitee's and/or guest's wrongful conduct.
- 10. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Nevada.

\*\*\* Remainder of this page intentionally blank \*\*\*

11. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter hereof.

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

APPLICANT: CARSON GAMING LLC

By: Buck Refur. Its: V.P. GOUSTRUCTION	
Subscribed and sworn to before me or	this day of Murch 8, 2007
MARIAN A. SHELDON  NOTARY PUBLIC  STATE OF NEVADA  kcss-4705 My Apot. Exo. Sept. 3, 2008	Marian a Sheldon Notary Public
Approved as to form:	APPROVED:
District Attorney	LAWRENCE A. WERNER, P.E./P.L.S. City Engineer
Carson City Regional Transportation Commission	Carson City Board of Supervisors
RICHARD STAUB, Chairman	MARV TEIXEIRA, Mayor
ATTEST:	ATTEST:
Alan Oller	ALAN CLOVED CITE Description
ALAN GLOVER, Clerk-Recorder	ALAN GLOVER, Clerk-Recorder

## Exhibit A Summary Curry Street Participation

	City Share from Exhibit		
Item	"A" Spreadsheet	City	Fund Distribution
Streets	\$352,619	Without Dry Utilities	
<u>Sidewalks</u>	<u>\$48,277</u>		
Street/Sidewalk Total	\$400,896	RTC	\$400,896 41%
Sewer	\$98,918	Sewer	\$98,918 10%
Stormdrain	\$384,190	Stormwater	\$384,190 40%
<u>Water</u>	<b>\$86,655</b>	<u>Water</u>	\$86,655 <u>9%</u>
	\$970,659		\$970,659 100%
General	\$16,908	Distributed Proportional	<b>y</b>
Dry Utilities	\$100,284	Distributed Proportional	y
Gen Contractor	\$64,453	Distributed Proportionall	y see all a see to be yet.
Contractor Fee	\$80,661	Distributed Proportional	y
Contingency	\$61,648	Distributed Proportional	γ
Cold Weather Prot	\$1,640	Distributed Proportional	γ
Testing	\$5,210	Distributed Proportional	y
<u>SPPCo</u>	<u>\$75,000</u>	Distributed Proportionall	Y
Distributed Cost	\$405,804		
Total Cost	\$1,376,463	•	
			and the second
Distribution	Particpation Amount		
RTC	\$568,498.84	•	
Mistor	#400 000 04		

Distribution	Particpation Amount
RTC	\$568,498,84
Water	\$122,882.91
Sewer	\$140,272,71
Stormwater	\$544,808.55
	\$1,376,463.00

Cost Recap / Share Allocation

Date: December 28th, 2006 (Revised) Owner: Olympia Gaming / Carson City

Project Name: Curry St. Improvements

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Hall-Material of the control of	General Requirements	Aobilization	rosion control / SWPP	ot Holing	met Control	TO THE COURT OF	reneral labor	rash boxes	weeper service final clean up	Vash down	Category Sub Total		Demolition	emo-Remove Head wall	emo-Pulveriza A C Davina	D. C.	emo-Kmy, A.C.(Curry & Cleary)	emo-Saw Cut Conc. & A.C.	emo-Curb, Gutter, walk Koontz	emo-Moses & Curry Drives	emo-Trench Plate Allowance	raffic control and Signage	raffic control (Specific) C.C.Reg'd	-DOT R/W Demolition	Category Sub Totali	TOTAL ONE CIONALE	

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Earthwork-Clear & Grubb (51150sf)	T>0 0C3	CD 420	700 36	4, 44		A MATERIAL PROPERTY OF THE PRO	
Farthwork-Oute (Chaot 9, Class)	707000	07,430	007,00	\$342	\$2,095	\$3,834	Shared Split by %
Transfer Career & Stope)	\$64,480	87,999	\$27,808	\$162	\$1,778	\$26,734	\$26,734 Curry=4500 cv/slope=1 1824cv
CartnWork-Koadway Fills	\$10,868	\$10,868	20	80	0\$	08	\$0 all at Koonty / Curry
Earthwork-Make Subgrade & Blade	\$19,626	\$8,831	\$4,922	\$178	296 18	44 744	
Earthwork-Slope in lieu of Keystone	\$14,677	\$0	\$8.807	08	03	02.820	\$5,500 Effects Calmer P. Dec Cut
Earthwork-3' Berm @ So. East Curry	962'6\$	\$9,796	0\$	0\$	03	070,00	At mines 1 and 2 mes. Only
Earthwork-Excav, Grd & Fill Levee W	\$27,180	\$13,328	OS	O.S	900 93	AC0 AP	26 2 Way milt City Calant
Earthwork-Velocity Basin	\$10,862	\$4,888	\$2,802	08	\$1 105	£1 077	C1 077 4 Way split, City, Cark, Expan.
Earthwork-Sidewalk Subgrade; Koontz	\$1,558	\$1,558	0\$	08	0\$	(1) (1) (1) (1) (1) (1) (1) (1)	T W 4y Spirit, Cary, Car, Exp, Res
Earthwork-Shoulder up & Clean up	\$4,720	\$2,124	\$1.183	\$44	CLP\$	2003	- Service of Class
Earthwork-Levee Wall Bench	\$27,180	\$13,328	\$0	08	300 93	44 074	
Earthwork-Fine Grd West Side Curry	\$9,367	0\$	\$9.367	0\$	0\$	40	O The Tat West City
Earthwork-Cut & Grade east of Levee	\$15,301	\$8,008	0\$	03	62 120	0.4 1.21	Area, Lot west olde Curry
Earthwork-Revegetation	\$7,104	80	\$3,043	\$118	\$1,617	62 325	Cut & rine Grade Slope
Earthwork-K/K Min. Fence @ NE Corl	\$1,034	\$1,034	\$0	\$0	08	03	North Best Comer Vocate & C.
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Sewer							
Sewer-Initial 8" SS in Clearview	\$12,876	\$12,876	\$0	03	80	U a	
Sewer-60" MH in Clearview	\$12,748	\$12,748	08	03	E C	O G	to thinks ou Lift Del plan
Sewer-Added 8" SS No. on Clearview	\$7,500	\$7,500	0\$	02	9	OG G	so rer rian
Sewer-Explor. For Redesign S & W	\$6.200	\$3,100	S	00	0.00	26	SOLCAVE IN Sect. OU Added L/F
Sewer-3ea (N) SS Man Holes	\$16,950	\$11.300	\$\$ 650	2	000	33,100	on for final de
Sewer-8" Connect. 2 plc to (E) SSMH	\$9,460	\$9.460	0\$	0.9	00	200	
Sewer-8" PVC Sewer Main	\$48,931	\$15.913	\$10 728	Q S	O G	000 000	au I wo pic (a) Clearview
Sewer-8" SS Clearvw per (N) plans	\$10,110	\$10 110	27,72	29 6	09 6	377730	
Sewer-Future Dev. SS Lat. @ MH #2	019 63	011(21)	000	00	2	SO	50 Pending Sub's explanation
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\$68,387 \$21,930 \$19,900		\$19,900		\$774	\$10.578	\$15.204
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Storm Drain	Storm drain-HDPE 24" W/ Ad Depth	Storm drain-24" x 15" Tee's	Storm drain-Concrete Water Stops	Storm drain. The into (D) Vanit (2) 1/2 (2)	COLUMN TING (T) A BRIEF (T) WEIGH	Storm dram-R/R (E) CL Fence foe SD	Storm drain-Drop Inlet Over Flow	Storm drain-Catch Basins 4-R	Storm drain-HDPE 12"	Storm drain-HDPE 15"	Storm drain-Encased Crossing's	Storm drain-Extend 15" RCP @ 2 loca	2001 C (A) TOTAL C TOT	Scorin dram-Adjust Drop injet (E)4-K	Storm drain-Adjust NDOT D.I. Frame	Storm drain-R/R Signs for SD Relocat	Storm drain-60" Man Holes	Storm drain Din Dan at Walnut Danie	Committee to 1.1	Stylin diam-nock Lined Channels	Storm drain-Earthen Vditch Voltair Cli	Storm drain-Earthen Vditch west of Cu	Storm drain-Rip Rap Basin to South	Category Sub Total		

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Water Service								
Water-10" C-900 Main	\$100,572	\$34,680	\$36,057	\$2.294	03	C 2 C 2 C 4 C		
Water-10" C-900 Main (E) Pipe Use	-\$20,213	\$9,08-	-\$5.069	9815	100 03-	1.C. / 20 C. A. O. C. O.	7. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5.	
Water-Hydrant Assemblies 5Ea.	\$25,375	\$15,225	80	80	\$5.075	45,047		
Water-Clearview Stub Connection	\$2,135	\$427	\$427	\$427	LCF3	640	City 3cd, Expli 1 ca, Gai 1 ca	
Water-Main Connection Koontz/ Curr	\$8,095	\$1,619	\$1,619	\$1,619	\$1,619	\$1.510 \$1.510	\$42/15 Way split	
Water-10" Serv, Lat's to Res. Property	\$5,060	0\$	\$5,060	08	US.	25	CO For Okumin's and Dear	
Water-10" Serv. Stub, Gate al, Flush A	\$9,425	\$1,885	\$1,885	\$1.885	\$1.885	\$1.884	\$1 884 4 Way enlit for evetans	
water-IU" in line gate valves	\$6,640	\$6,640	0\$	O\$	0\$	)\$	CO In two locations	
water-10" elbow 22.5 degrees	0988	\$172	\$172	\$172	\$172	\$177	\$172 5 Way split for exctem	
water-6" 1ee gate valve & DCCV	\$65,000	\$0	0\$	0\$	\$32,500	\$32.500		
water-4" Pit Setter BSW	\$37,350	0\$	0\$	0\$	\$18.675	\$18 675		
Water-Air Kelease valve	\$0	80	\$0	0\$	0\$	03	\$0 Will be omitted (\$1 250 00)	
Water-Permanent Air Vac,.	\$1,755	\$1,755	0\$	20	10\$	9	to Box Oit in Mainten	
Water-1.5" Water Service	\$15,675	\$6,270	es	\$2.13K	63 136	AC CO	Col City's Maintenance	
Water-Flush Valve Assembly	\$2,560	\$512	\$512	\$512	6410	\$2,133 \$413	95,135 Clty=2, Gal=1, Expn=[,Mari=1	
Water-6" check valve in Curry St.	\$12,820	\$12,820	80	08	08	71 CO	CO For Marriott	
Water-8" check valve in Moses	\$13,745	\$13,745	\$0	0\$	\$0	08	SO For Marriott	
warer-8" 1 ee BSW for Hotel	\$13,875	0\$	\$0	\$13,875	\$0	S.O.S.	SO For Marriott	
water-4 rire Service BSW for Hotel	\$8,885	\$0	0\$	\$8.885	G	03	CO For Morrow	
Water-6" Domestic Serv. W/ pit Setter	\$42,200	0\$	\$0	\$42.200	3	03	COLECT MENTION	
Water-6" Fire Srev. To Expansion	\$21,950	80	OS:	U\$	\$21.050	29	rou mannut.	
Water-8" Tee & Hydrant to Galaxy	\$4,905	S	05	03	000	04 VA	SOLE EXPANSION	
Water-Cut in Tee's for Galaxy	\$8,453	80	80	0\$	08	68.453	\$4,500 FOR Chalaxy	
Category Sub Total	\$387,122	\$86,655	\$40,663	\$74.819	\$83,929	\$101.056	* V Valeny	
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		No. of Contract of		<b>—</b>				