

CONTRACT # 539

**INTERLOCAL CONTRACT
OFFSITE IMPROVEMENTS ADJACENT TO
REGIONAL FLOOD CONTROL DISTRICT DETENTION BASIN PROJECTS
FY 2006-2007**

This Interlocal Contract, made and entered into this 6th day of September, 2006, by and between the County of Clark, a Political Subdivision, the City of Las Vegas, a Municipal Corporation, the City of North Las Vegas, a Municipal Corporation, the City of Henderson, a Municipal Corporation, and the Regional Transportation Commission of Southern Nevada, organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, projects thereunder to design, perform construction inspection and construct roadway improvements adjacent to Clark County Regional Flood Control District Detention Basin Projects, being with the Federal Aid Urban Boundaries of the Las Vegas Valley, have been approved by the Regional Transportation Commission.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties; the Regional Transportation Commission of Southern Nevada authorizes the parties to proceed with the improvements as it is mutually understood and agreed, as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to improvements adjacent to and associated with construction of Clark County Regional Flood Control District Detention Basin Projects. The basic improvements will typically include paving, curbs and gutters, sidewalks, and streetlights, if necessary, and are limited to only one-half of the street.

SECTION II - PROJECT COSTS

The Regional Transportation Commission of Southern Nevada agrees to provide funding for project costs according to Section 6.1, Reimbursable Costs of the Policies and Procedures Manual of the Regional Transportation Commission, with the limits specified below:

1. The total cost for preliminary engineering, design, contract administration, surveying, inspection, testing, utility relocation, and construction shall not exceed \$500,000 which includes all of the above items.

2. An "Authorization to Proceed" is required for the following two phases of the project:
 - (a) Preliminary engineering and design;
 - (b) Construction and construction engineering

No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the improvements until an "Authorization to Proceed" has been approved in accordance with Subsection 2.5 of the Policies and Procedures by the Regional Transportation Commission. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the improvements, and upon approval by the Regional Transportation Commission, only that amount shall be encumbered and allocated. The "Authorization to Proceed" shall also state the specific streets on which offsite improvements are to be constructed.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Transportation Commission of Southern Nevada as the funding agency.
2. Preliminary engineering and design shall be performed by the entity, or by a consultant employed by the entity.
3. The design, construction, and contract administration of the improvements shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Southern Nevada.
4. Construction costs may be paid directly to the contractor based on estimates prepared by the entity.
5. Utility cuts through the pavement shall be prohibited for a period of five years after completion of improvements in accordance with the Policies and Procedures by the entity having jurisdiction over the street.
6. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for such maintenance.
7. The improvement must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada and in accordance to the time constraints set forth in Section 2.4, Project Initialization of the Regional Transportation Commission Policies and Procedures.

8. It is understood and agreed that the purpose of this contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the entity is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

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Date of Commission Action:

7/13/06

REGIONAL TRANSPORTATION COMMISSION

BY: B L Wood
BRUCE L. WOODBURY, Chairman

Attest:

Toni Michener
TONI MICHENER, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
ZEV KAPLAN, General Counsel

Date of Commission Action:

1/2/07

CLARK COUNTY BOARD OF COMMISSIONERS

BY: Rory Reid
RORY REID, Chairman

Attest:

Shirley B. Parraguirre
SHIRLEY B. PARRAGUIRRE, County Clerk

Date of Council Action:

OCTOBER 18, 2006

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Attest:

Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM

Thomas R. Green 9/22/06
Thomas R. Green Date
Deputy City Attorney

Date of Council Action:

CITY OF NORTH LAS VEGAS

September 6, 2006

BY:


MICHAEL L. MONTANDON, Mayor

Attest:


KAREN L. STORMS, CMC, City Clerk

Date of Council Action:

CITY OF HENDERSON

12/5/06

BY:


JAMES B. GIBSON, Mayor

Attest:


MONICA M. SIMMONS, CMC, City Clerk