

INTERLOCAL CONTRACT

SHEEP MOUNTAIN PARKWAY, US-95 TO CC-215 INTERCHANGE

THIS INTERLOCAL CONTRACT, made and entered into this 19TH day of September, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Sheep Mountain Parkway US-95 to CC-215 Interchange, located partially in the COUNTY and partially within the CITY, has been approved by the Regional Transportation Commission.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to right-of-way improvements associated with US-95 and I-215 Mountain Edge Parkway Interchanges. This Interlocal Contract applies to Right-of-Way drawings, descriptions, obtaining appraisals and acquisition for Sheep Mountain Parkway, US-95 to CC-215 Interchange. Construction will be funded by Regional Transportation Commission Fund 410.

SECTION II – PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$4,550,000 which includes all of the above items.
2. “Authorization to Proceed” for right-of-way drawings, descriptions and obtaining appraisals in an amount not to exceed \$455,000 and acquisition at a cost not to exceed \$4,095,000 at the time written Authorization to Proceed is received from the RTC.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The construction and contract administration of the Project shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.

4. Construction costs shall be paid directly to the contractor based on estimates prepared by the CITY.
5. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after completion of a project.
6. Upon completion of the construction of the Project it shall be maintained by the responsible entity and no funding is provided by this Interlocal Contract for such maintenance.
7. The project must be completed to the satisfaction of the RTC prior to August 31, 2009. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.
8. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

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APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION: CITY OF LAS VEGAS

9/19/07


OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM

Thomas R. Green Date
Deputy City Attorney

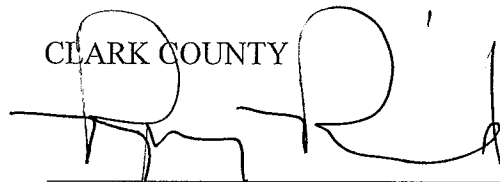
Attest:

BEVERLY K. BRIDGES, CMC
~~Acting~~ City Clerk

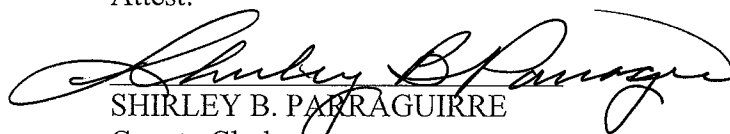
DATE OF COMMISSION ACTION:

CLARK COUNTY

12/18/07


RORY REID
Chairman

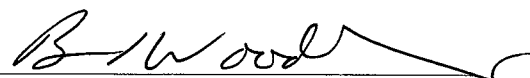
Attest:


SHIRLEY B. PARRAGUIRRE
County Clerk

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

9/13/07


BRUCE L. WOODBURY
Chairman

Attest:


TONI MICHENER
Executive Assistant

Authorization to Proceed

Question 10 Funding

Sheep Mountain Parkway: US-95/CC-215 Interchange

Project: 128G

City of Las Vegas

Contract: 572

Original Contract: 9/13/2007

Supplemental Date(s):

Revision(s):

Contract Total: \$4,550,000.00

Contract Balance: \$0.00

RTC Date	Construction	Engineering	Acquisition	R/W-Other	Total
9/13/2007	0.00	0.00	4,095,000.00	455,000.00	4,550,000.00
Totals:	\$0.00	\$0.00	\$4,095,000.00	\$455,000.00	\$4,550,000.00
	Engineering % 20	\$0.00			

Finance Approval

Date

Name of Project	Sheep Mountain Parkway, US-95 to CC-215 Interchange	128G	Q10 Funding			
CLV						
Initial Encumbrance:	09/13/07					
Cash Flow Projection:			Fiscal Year 2007-08			
	Prior Expense	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction						-
Engineering						-
Staking						-
Acquisition			1,000,000.00	2,000,000.00	1,095,000.00	4,095,000.00
R/W-Other		100,000.00	150,000.00	150,000.00	55,000.00	455,000.00
Total:	-	100,000.00	1,150,000.00	2,150,000.00	1,150,000.00	4,550,000.00
Cash Flow Projection			Fiscal Year 2008-09			
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction						-
Engineering						-
Staking						-
Acquisition						-
R/W-Other						-
Total:		-	-	-	-	-
						4,550,000.00
				Construction		0.00
				Engineering		0.00
				R/W Acquisition		4,095,000.00
				R/W Other		455,000.00
			-	Total:	-	4,550,000.00