

INTERLOCAL CONTRACT

TENAYA WAY/GOWAN ROAD BICYCLE FACILITIES

THIS INTERLOCAL CONTRACT, made and entered into this 16th day of April, 2008 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" 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 perform construction inspection and construct roadway improvements for Tenaya Way Bike Lanes from Cheyenne Avenue to Craig Road and Gowan Road Bike Lanes from Pioneer Road to Tenaya Way located wholly 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 improvements associated with the Tenaya Way/Gowan Road Bicycle Facilities. The basic improvements include but are not limited to; survey, traffic signs, pavement, pavement markings, and all other required components.

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 contract administration, surveying, inspection, testing, and construction shall not exceed \$64,000 which includes all of the above items..
2. "Authorization to Proceed" for construction at a cost not to exceed \$64,000 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. 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.
5. 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.
6. The project must be completed to the satisfaction of the RTC prior to March 30, 2010. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

7. 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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IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

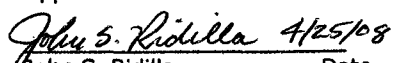
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

4-16-08
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BEVERLY K. BRIDGES, CMC
CITY CLERK

Approved as to form
 4/25/08
John S. Ridilla Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

3.13.08
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT