

**INTERLOCAL CONTRACT  
HORSE DRIVE INTERCHANGE AT US-95**

THIS INTERLOCAL CONTRACT made and entered into this 1<sup>ST</sup> day of OCTOBER, 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 design, purchase right-of-way, perform construction inspection and construct roadway improvements for Horse Drive Interchange at US-95 located totally within the CITY has been approved by the Regional Transportation Commission of Southern Nevada.

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 Horse Drive Interchange at US-95. The basic improvements will result in full interchange improvements, roadway improvements, drainage improvements, traffic signals, median islands and/or median access according to adjacent land use, pavement markings and signing.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding from Question 10 funds 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 \$19,280,000 which includes all of the above items.
2. The CITY will be granted "Authorization to Proceed" for construction cost not to exceed \$19,280,000 at the time written Authorization to Proceed is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and

allocated. No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the Project until an "Authorization to Proceed" has been approved by the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.


3. A supplemental interlocal contract will be necessary in order to increase the total cost of the Project.

### 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 design, construction, right-of-way acquisition 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. In the event that the items covered herein have not been completed to the satisfaction of the RTC prior to December 31, 2011. The RTC may at any time thereafter terminate this Interlocal 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.

IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is effective as of the date first set forth above.

Approved as to Form and Legality:

  
\_\_\_\_\_  
ZEV KAPLAN, General Counsel

Date of Commission Action:

8/14/08  
\_\_\_\_\_

REGIONAL TRANSPORTATION COMMISSION


BY:   
\_\_\_\_\_  
BRUCE L. WOODBURY, Chairman

Attest:   
\_\_\_\_\_  
TONI MICHENER, Executive Assistant

Date of Council Action:

10/1/08  
\_\_\_\_\_

CITY OF LAS VEGAS

BY:   
\_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

Attest:   
\_\_\_\_\_  
BEVERLY K. BRIDGES, CMC, City Clerk

Approved as to form

 8/28/08  
John S. Ridilla Date  
Deputy City Attorney