

INTERLOCAL CONTRACT
2008-2009 PM₁₀ PAVING PROJECTS

CONTRACT # 595

This Interlocal Contract, made and entered into this _____ day of _____, 2008, 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, construct paving, and perform construction inspection on unpaved roads in the Clark County PM₁₀ non-attainment area defined as Hydrographic Basin No. 212, that have an average daily traffic of 150 vehicles or more, and unpaved roads that emit excessive PM₁₀ particulates upon discovery, or where dust emissions exceed stabilization standards established in Section 91 of the Clark County Health District Air Quality Regulations have been approved by the RTC.

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 design and construction of paving of unpaved roads and shoulder stabilization in the Clark County PM₁₀ non-attainment area within the entities participating in this contract.

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, within the limits specified below:

1. The total cost for preliminary engineering, design, right-of-way other and right-of-way acquisition expenses, contract administration, surveying, inspection, testing, utility relocation, and construction shall not exceed \$1,715,000 which includes all of the above items and is allocated to the entities as follows:

a.	Clark County	\$808,000.00
b.	City of Las Vegas	\$484,000.00
c.	City of North Las Vegas	\$168,000.00
d.	City of Henderson	\$255,000.00

2. An “Authorization to Proceed” is required for the following two phases of the project, which may be submitted concurrently:
 - (a) Preliminary engineering and design;
 - (b) Right-of-way acquisition, 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 improvements to be constructed along with their location.

SECTION III - SPECIAL CONDITIONS

Each entity shall provide the Regional Transportation Commission (RTC) with a monthly status report in the format presently required by RTC indicating progress of project.

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. Reimbursement of construction costs shall be limited to those improvements on the approved Uniform Standard Drawing for Access Roads, For Use in Hydrographic Basin No. 212, PM₁₀ Non-Attainment Areas, as shown in Exhibit A attached hereto and made a part hereof.
4. Unless otherwise determined by the Entity, the RTC’s five year no-cut policy will not apply to these projects.
5. Construction costs may be paid directly to the contractor based on estimates prepared by the entity.
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 improvements must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada by July 1, 2011.
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.

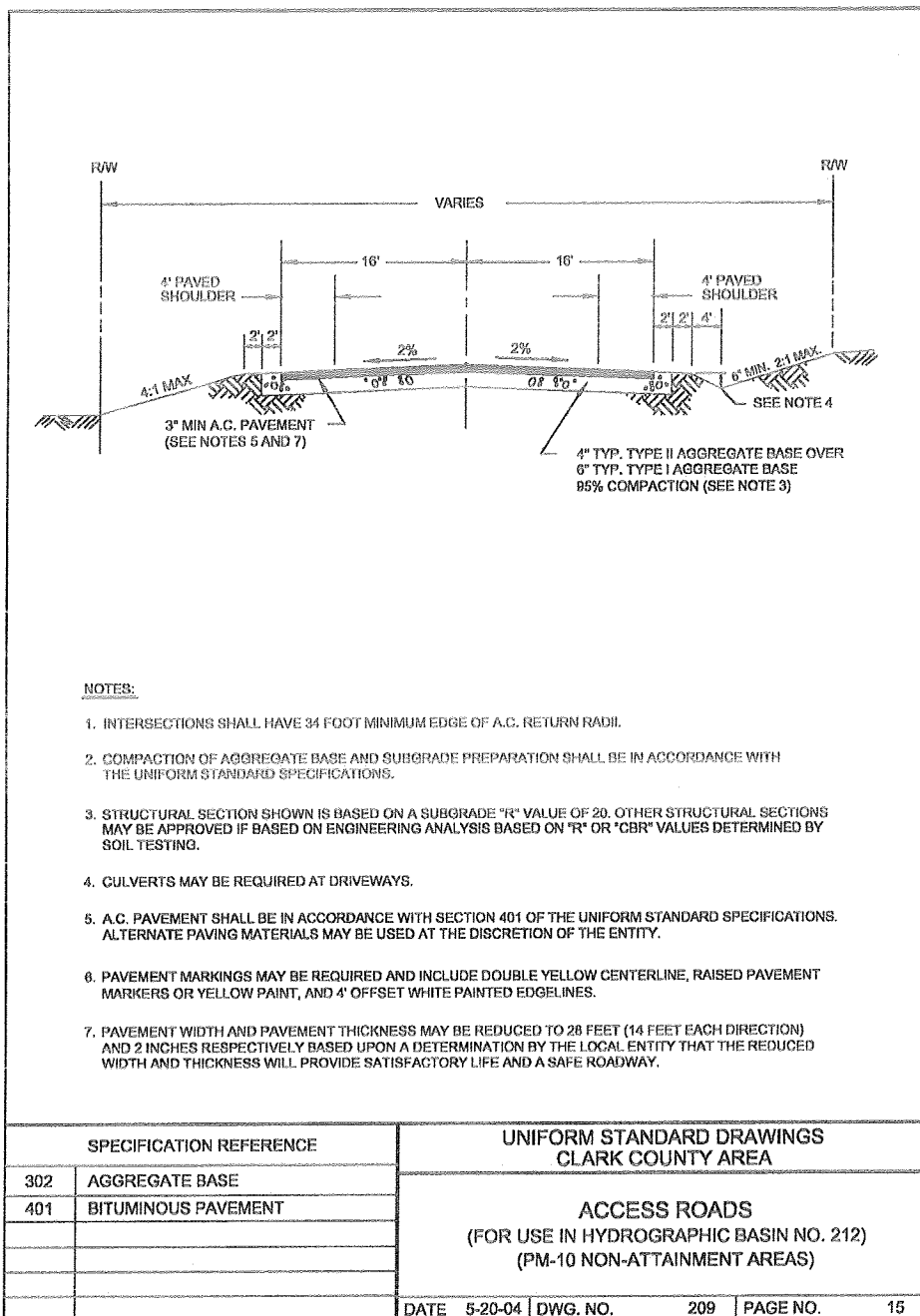


Exhibit A

Date of Commission Action:

11/13/08

REGIONAL TRANSPORTATION COMMISSION

BY:

Lawrence L. Brown III
LAWRENCE L. BROWN III, Chairman

Attest:

Toni Michener
TONI MICHENER, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
ZEV KAPLAN, General Counsel

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY:

Rory Reid
RORY REID, Chairman

Attest:

Shirley B. Parraguirre
SHIRLEY B. PARRAGUIRRE, County Clerk

Date of Council Action:

CITY OF LAS VEGAS

BY:

Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Attest:

Beverly K. Bridges
BEVERLY K. BRIDGES, CMC, City Clerk

Approved as to Form and Legality:

John S. Richella
Deputy City Attorney

4/17/09

Date

Date of Council Action:

CITY OF NORTH LAS VEGAS

BY:

MICHAEL L. MONTANDON, Mayor

Attest:

KAREN L. STORMS, CMC, City Clerk

Date of Council Action:

CITY OF HENDERSON

1-6-09

BY:

JAMES B. GIBSON, Mayor

Attest:

Monica Martinez Simmons

Monica Martinez Simmons, MMC, City Clerk