

INTERLOCAL CONTRACT
JONES BOULEVARD / VALLEY VIEW BOULEVARD COUPLET-US-95 TO DESERT
INN ROAD

July **THIS INTERLOCAL CONTRACT** made and entered into this 8th day of July, 2010, 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".

W I T N E S S E T H

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 Jones Boulevard / Valley View Boulevard Couplet - US-95 to Desert Inn Road, hereinafter referred to as the "PROJECT", has been approved by the Regional Transportation Commission of Southern Nevada; and

WHEREAS, the CITY desires to complete the PROJECT in accordance with the conditions set forth herein; and

WHEREAS, the CITY has completed a preliminary design for the PROJECT and has issued a Request For Statements Of Qualifications for a Construction Manager At Risk (CMAR) for the PROJECT pursuant to Chapter 383 of the Nevada Revised Statutes; and

WHEREAS, right-of-way for the PROJECT will be acquired and secured by the CITY on a timeline to accommodate the PROJECT schedule, or the design will be revised by the CITY as necessary to avoid additional right-of-way acquisition and/or schedule delays; and,

WHEREAS, the PROJECT is eligible for RTC funding.

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 agreed and understood, as follows:

SECTION I: SCOPE OF PROJECT

The PROJECT improvements will convert Valley View Boulevard and Jones Boulevard to a one-way preference couplet system that will allow for additional lanes in Valley View Boulevard and Jones Boulevard. The PROJECT includes pavement mill and overlay, pavement markings and signage, landscaped median islands, interconnect conduit with fiber optic cable, traffic signal upgrades, minor storm drain, and other related items.

SECTION II: PROJECT COSTS

The RTC agrees to provide from Senate Bill 5 (SB5) 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 PROJECT cost for construction and engineering shall not exceed \$22,225,000.
2. "Authorization to Proceed" will be granted for engineering, including design and construction management, in an amount not to exceed \$6,350,000, and for construction, including the pre-construction and construction phase services of the Construction Manager at Risk, in an amount not to exceed \$15,900,000, at the time written "Authorization to Proceed" is received from the RTC. The contract for the pre-construction services of the Construction Manager At Risk shall be executed by the CITY prior to 90 calendar days from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC and the funds will be re-appropriated to the next highest ranked project on the SB5 pending list. Additionally, the contract for the construction services of the Construction Manager At Risk (or, in the event that the CITY and the Construction Manager At Risk fail to agree on a firm fixed price for the PROJECT, the advertisement of the PROJECT for bids) shall be executed by the CITY prior to one calendar year from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC and the funds will be re-appropriated to the next highest ranked project on the SB5 pending list
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. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a 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. 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 the completion of a project.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to June 30, 2015. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.
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.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

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

Date of Commission Action:

7/8/10

REGIONAL TRANSPORTATION COMMISSION

BY:

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

Attest:

Lisa Magnusson
LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
ZEV KAPLAN, General Counsel

Date of Council Action:

August 18, 2010

CITY OF LAS VEGAS

BY:

Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Attest:

Vicky Skelbred
~~BEVERLY K. BRIDGES, MMC~~ By: Vicky Skelbred, CMC
~~City Clerk~~ Acting City Clerk

Approved as to Form and Legality:

John S. Ridilla 7/21/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney