INTERLOCAL CONTRACT FOR LAS VEGAS BOULEVARD I-515 TO OWENS AVENUE

THIS INTERLOCAL CONTRACT made and entered into this 10th day of June, 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 the Las Vegas Boulevard Widening - I-515 to Owens Avenue, located wholly 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 agreed and understood, as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with Las Vegas Boulevard Widening - I-515 to Owens Avenue. The basic improvements include roadway widening, sidewalks, L-curbs, full-width paving, improved street lighting, pavement markings, landscaping and signing, drainage facilities, and traffic signal systems as warranted.

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 cost for engineering design, contract administration, surveying, inspection, testing, right-of-way acquisition, right-of-way other, utility relocation and construction shall not exceed $1,600,000.

2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed $1,500,000 and for right-of-way other in amount not to exceed $100,000 at the time written "Authorization to Proceed" is received from the RTC. The design contract for this project will be awarded prior to 60 days from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC and the funds will be re-appropriated to the next highest ranked project on the SB5 pending list.

3. Upon award of third-party design contract, the Interlocal Contract and Authorization to Proceed shall be reduced to the award amount and funding for in-house labor expenses in an amount not to exceed 10% of the design contract.

4. A supplemental interlocal contract and a separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

5. 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.

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

Date of Commission Action:

6/10/10

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, General Counsel

Date of Council Action:

August 18, 2010

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, Mayor

Attest:

Vicky Skilbred

~~BEVERLY R. BRIDGES, MMC~~
~~City Clerk~~

By: Vicky Skilbred, CMC
Acting City Clerk

Approved as to Form and Legality:

John S. Ridilla 6/29/10

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney