

**INTERLOCAL CONTRACT
DOWNTOWN PEDESTRIAN AND BICYCLE IMPROVEMENTS**

THIS INTERLOCAL CONTRACT made and entered into this 13th day of January, 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, a Project for the design, right-of-way acquisition and right-of-way other for Downtown Pedestrian and Bicycle Improvements within one-mile radius of the Bonneville Transit Center, 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 the design of pedestrian and bicycle improvements, including right-of-way acquisitions, right-of-way other, roadway improvements, curb and gutter replacement, ADA accessibility improvements, sidewalk widening, bicycle markings and signing, traffic signals, street lighting, landscaping and all other required components within one-mile radius of the Bonneville Transit Center. The improvements will be designed in accordance with FTA criteria.

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 engineering design, contract administration, right-of-way acquisition, and right-of-way other shall not exceed \$1,000,000.
2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed \$900,000, right-of-way acquisition in the amount not to exceed \$80,000 and for right-of-way other in amount not to exceed \$20,000 at the time written "Authorization to Proceed" is received from the RTC.

3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.
4. 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 December 31, 2012. 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:

1/13/11

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:

Zey Kaplan
ZEY KAPLAN, General Counsel

Date of Council Action:

3/2/2011

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Attest:

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

Approved as to Form and Legality:

John S. Ridilla 2/3/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney