INTERLOCAL CONTRACT FOR
CLARK COUNTY 215 BRUCE WOODBURY BELTWAY,
AIRPORT CONNECTOR PHASE II

THIS INTERLOCAL CONTRACT made and entered into this 3rd day of June, 2014, by and between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC.

WITNESSETH

WHEREAS, a Project COUNTY intends to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Clark County 215 Bruce Woodbury Beltway, Airport Connector Phase II, hereinafter referred to as Project, being within the unincorporated area of Clark County; and

WHEREAS, the COUNTY is requesting funds from RTC to commence the engineering, construction and utility relocations for the Project; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I – SCOPE OF PROJECT

The improvements will include construction of a direct connect ramp and bridge structure (flyover) from southbound Airport Connector to eastbound I-215, relocation of the eastbound I-215 off ramp to Warm Springs Road and an auxiliary lane on westbound I-215 between the Airport Connector and Las Vegas Boulevard. Other associated improvements include a new bridge structure for the realigned eastbound Warm Springs off ramp, a drainage facility, a new sound wall, concrete retaining wall structures and other appurtenances as may be necessary to construct a complete and functional Project.

SECTION II – PROJECT COSTS

The RTC agrees to provide funding from Indexed Fuel Revenue funds for Project costs according to its policies, including but not limited to Section 6.1 REIMBURSABLE COSTS of the Policies and Procedures Manual of the RTC, incorporated herein by reference, and in accordance with the following:

1. The total cost for preliminary engineering, design, contract administration, surveying, inspection, testing, utility relocation, and construction shall not exceed $26,500,000.00.

2. “Authorization to Proceed” will be granted by the RTC for engineering in an amount not to exceed $2,400,000.00 and for construction in an amount not to exceed $24,100,000.00. The COUNTY agrees to submit, at a minimum, quarterly labor invoices for the PROJECT.
3. At the time "Authorization to Proceed" is granted by the RTC for construction, COUNTY will publish the bid for this Project prior to 60 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 redirected to the next highest ranked project on the Fuel Tax Indexing pending list.

5. Upon award of construction bid, the Interlocal Contract and Authorization to Proceed amount shall be reduced to design award and funding for contingency not to exceed 10% of the design award amount; and construction bid award and funding for contingency not to exceed 10% of the bid award amount; construction management in an amount not to exceed 13% of the bid award amount; and funding for construction survey not to exceed 3% of the bid award amount. Any remaining unallocated funds shall be returned to the RTC.

6. 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 designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents and 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 COUNTY or by a consultant employed by the COUNTY.

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 COUNTY 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 COUNTY and no funding is provided by this Interlocal Contract for such maintenance.

6. The Project must be completed to the satisfaction of the RTC prior to the current applicable completion date of July 1, 2019. The RTC may, at any time thereafter, grant time extensions or terminate this Interlocal Contract and require all sums advanced to the COUNTY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the
COUNTY is responsible for the design and construction of the Project. The COUNTY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the Project. The RTC disavows any responsibility for the actions or inactions of the COUNTY, its Officers, Employees, or agents.
IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is effective as of the date first set forth above.

Date of Commission Action: CLARK COUNTY BOARD OF COMMISSIONERS

______________________________
STEVE SISOLAK
Chair

Attest:

______________________________
DIANA ALBA
County Clerk

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

05/15/2014

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LAWRENCE L. BROWN, III
Chairman

Attest:

______________________________
SHAVONNE JONES
Executive Secretary

Approved as to Form:

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GREG GILBERT
Outside General Counsel, RTC