

**INTERLOCAL CONTRACT
WASHBURN ROAD
VALLEY DRIVE TO WILLIS STREET AND
COMMERCE STREET TO NORTH 5th STREET**

THIS INTERLOCAL CONTRACT is made and entered into this 10TH day of June 2021, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as "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, the CITY intends to construct Washburn Road, Valley Drive to Willis Street and Commerce Street to North 5th Street Project, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City Of North Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the Project was designed under contract #1070 Washburn Road, Valley Drive to Willis Street and contract #1071 Washburn Road, Commerce Street to North 5th Street; and

WHEREAS, the CITY is requesting funds to commence the construction, 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

This Interlocal Contract #1281 applies to improvements to Washburn Road, from Valley Drive to Willis Street and from Commerce Street to North 5th Street. The improvements include eliminating sawtooth conditions to allow for continuation of four travel lanes, pavement removal and replacement, signage, striping, traffic control devices, curb, gutter, sidewalks, utility relocations, and other appurtenances as may be necessary to construct a complete and functional Project. The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed \$4,581,000.00

2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$0.00
 - b. RIGHT-OF-WAY not to exceed \$0.00
 - c. CONSTRUCTION not to exceed \$4,581,000.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

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, 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 the current applicable completion date of December 31, 2026. 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 herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY 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 CITY, its Officers, Employees, or agents.
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 #1281 is effective as of the date first set forth above:

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

June 10, 2021

BY:

DocuSigned by:
Debra March
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DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:
Marin DuBois
87F25885C7F8468...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:
David Clyde
C20A409888774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF NORTH LAS VEGAS

July 21, 2021

BY:

John J. Lee
JOHN J. LEE, MAYOR

Attest

Marie Purcell
MARIE PURCELL, CMC
Acting City Clerk

Approved as to Form

Micaela Rustia Moore
MICAELA RUSTIA MOORE
City Attorney