

**INTERLOCAL CONTRACT
DEAN MARTIN DRIVE
TOMPKINS AVENUE TO SAMMY DAVIS JR DRIVE**

THIS INTERLOCAL CONTRACT is made and entered into this 14TH day of April 2022, by and between Clark County, a political subdivision, hereinafter referred to as “COUNTY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.” The COUNTY and RTC are collectively referred as the “PARTIES.”

W I T N E S S E T H

WHEREAS, the COUNTY intends to improve Dean Martin Drive, Tompkins Avenue to Sammy Davis Jr. Drive, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the Clark County; and

WHEREAS, Nevada Revised Statutes (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 COUNTY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the COUNTY 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 applies to improvements on Dean Martin Drive between Tompkins Avenue and Sammy Davis Jr. Drive. Improvements include pavement rehabilitation, raised medians, curb ramp upgrades for Americans with Disabilities Act (ADA) compliance, signing, pavement markings, concrete replacement, traffic signal upgrades, street lighting upgrades to light emitting diodes (LED), utility adjustments, intelligent transportation system (ITS) infrastructure, and other appurtenances required for a good, complete and serviceable project. The PROJECT is further 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 Fund as outlined below:

1. The total cost for this contract shall not exceed \$8,000,000.00.

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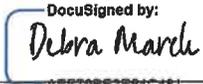
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$0.00
 - b. RIGHT-OF-WAY not to exceed \$0.00
 - c. CONSTRUCTION not to exceed \$8,000,000.00
3. At the time the ATP for construction is granted, the COUNTY will make all attempts to publish the bid for this PROJECT 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

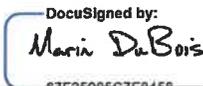
1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design, and right-of-way engineering shall be performed by the 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’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 COUNTY 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 June 30, 2027. The RTC may, at any time thereafter, grant time extensions or terminate this 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.
8. Should the construction funds be provided by sources other than the RTC, the COUNTY 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 COUNTY.

IN WITNESS WHEREOF, this Interlocal Contract #3020 is effective as of the date first set forth above:

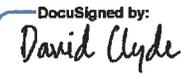
Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: 
DEBRA MARCH, Chairwoman

Attest:


MARIN DUBOIS, Management Analyst

Approved as to Form:


RTC Legal Counsel

Date of Council Action: CLARK COUNTY BOARD OF COMMISSIONERS

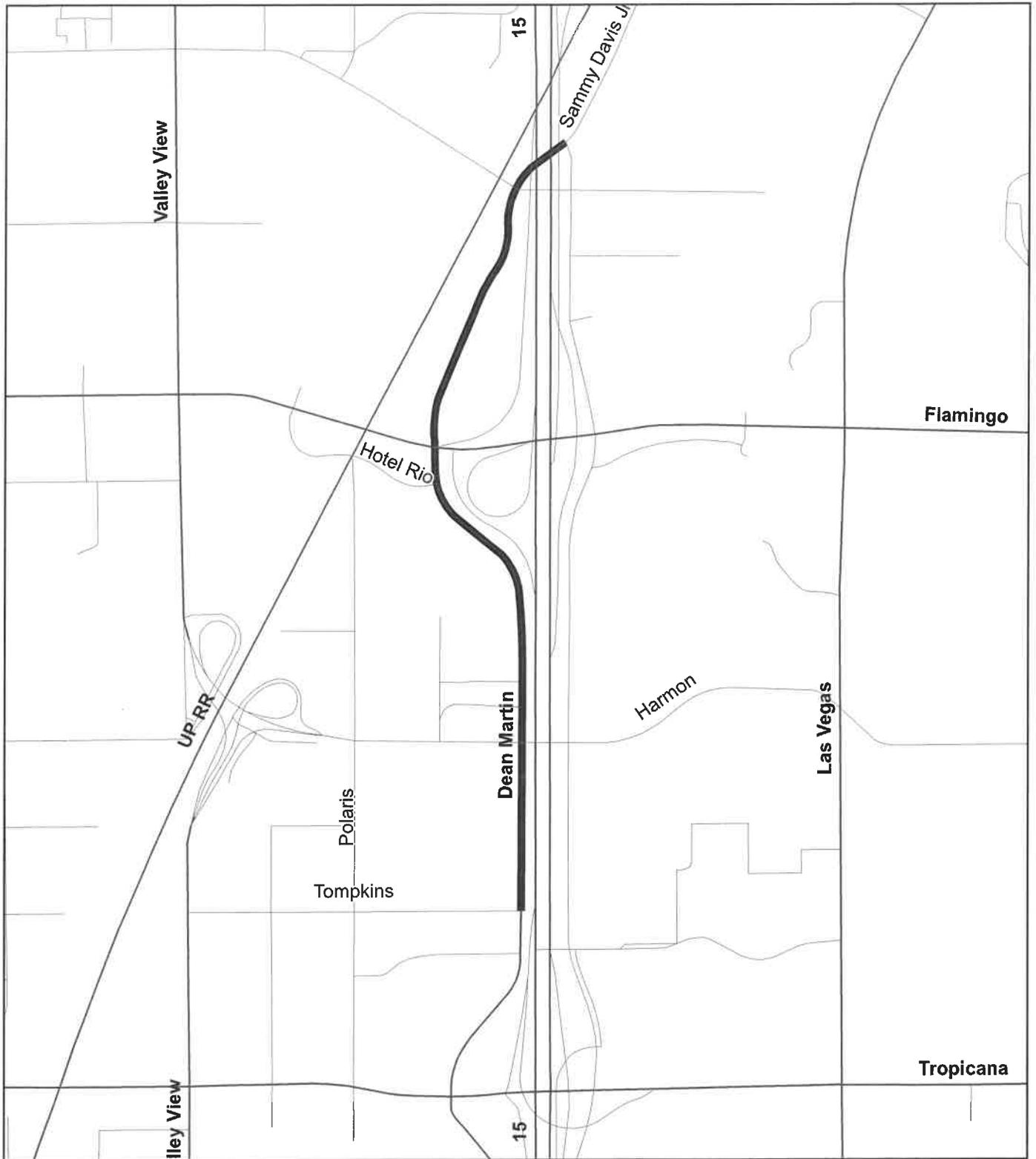
BY: JAMES B. GIBSON
Chair

Attest

LYNN MARIE GOYA
County Clerk

Approved as to Form


LAURA C. REHFELDT
Deputy District Attorney



Legend

 Proposed

Exhibit A

	Project Number: TBD	CLARK COUNTY PUBLIC WORKS
		SCALE: NOT TO SCALE
	Dean Martin Dr - Tompkins Ave to Sammy Davis Jr Dr	DATE: 03/02/2022
		SHEET NUMBER: 1 OF 1

Project Name: Dean Martin Drive, Tompkins Avenue to Sammy Davis Jr Drive
 Project Number: R241AFT
 Bid Number: XXXXX-XX
 Opening Date: XXXXXX XX, XXXX
 L Number: L-2300

BID ABSTRACT

Design Division Work Order Number: 2019-038

Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Amount
105.01	QUALITY CONTROL ADMINISTRATIVE INCENTIVE	1	LS	\$ 50,000.00	\$55,000.00
107.01	TRAFFIC CONTROL	210	DAY	\$ 1,200.00	\$277,200.00
109.01	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK	1	LS	\$ 60,000.00	\$66,000.00
109.02	HISTORICAL OWNER CAUSED DELAY ALLOWANCE	20	DAY	\$ 2,000.00	\$44,000.00
109.03	ADDITIONAL AMOUNT OVER \$2,000.00/DAY	20	DAY	\$ 500.00	\$11,000.00
200.01	MOBILIZATION	1	LS	\$ 290,000.00	\$319,000.00
202.01	REMOVE BITUMINOUS SURFACE	56,830	SY	\$ 12.00	\$750,156.00
202.02	REMOVE PULL BOX	2	EA	\$ 500.00	\$1,100.00
202.03	REMOVE EXISTING SIGN	75	EA	\$ 50.00	\$4,125.00
202.04	REMOVE TYPE "L" CURB AND GUTTER	200	LF	\$ 6.00	\$1,320.00
202.05	REMOVE CONCRETE SIDEWALK	1,600	SF	\$ 6.00	\$10,560.00
202.06	REMOVE SIDEWALK RAMP	3,750	SF	\$ 6.00	\$24,750.00
202.07	REMOVE CONCRETE SPANDREL	4,300	SF	\$ 8.00	\$37,840.00
202.08	REMOVE CROSS GUTTER	960	SF	\$ 11.00	\$11,616.00
202.09	REMOVE CONCRETE DRIVEWAY	950	SF	\$ 11.00	\$11,495.00
212.01	3/4-INCH #67 CONCRETE AGGREGATE ROCK	1,260	SY	\$ 10.00	\$13,860.00
402.01	PLANTMIX BITUMINOUS SURFACE	15,930	TON	\$ 130.00	\$2,277,990.00
413.01	1-INCH UTAGS BONDED WITH A P.M.M. S3 GRADATION	56,830	SY	\$ 15.00	\$937,695.00
609.01	ADJUST STORM DRAIN MANHOLE TO FINISHED GRADE	1	EA	\$ 1,500.00	\$1,650.00
613.01	TYPE "L" CURB AND GUTTER	200	LF	\$ 35.00	\$7,700.00
613.02	CONCRETE SIDEWALK	1,770	SF	\$ 20.00	\$38,940.00
613.03	SIDEWALK RAMP CASE I	31	EA	\$ 3,000.00	\$102,300.00
613.04	SIDEWALK RAMP CASE II	1	EA	\$ 2,500.00	\$2,750.00
613.05	SPECIAL SIDEWALK RAMP	5	EA	\$ 3,000.00	\$16,500.00
613.06	CONCRETE SPANDREL	4,300	SF	\$ 20.00	\$94,600.00
613.07	CROSS GUTTER	960	SF	\$ 20.00	\$21,120.00

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Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Amount
613.08	CONCRETE DRIVEWAY	950	SF	\$ 12.00	\$12,540.00
613.09	SIDEWALK DRAIN	1	EA	\$ 3,000.00	\$3,300.00
613.10	TYPE "A" ISLAND CURB	3,430	LF	\$ 20.00	\$75,460.00
613.11	CONCRETE MEDIAN SURFACE	1,815	SF	\$ 15.00	\$29,947.50
619.01	K-71 MARKER POST (YELLOW)	6	EA	\$ 300.00	\$1,980.00
622.01	CONSTRUCTION SURVEYING	1	LS	\$ 85,000.00	\$93,500.00
623.01	UNDER DECK LUMINAIRE (LED)	4	EA	\$ 250.00	\$1,100.00
623.02	ROADWAY LUMINAIRE (LED)	84	EA	\$ 300.00	\$27,720.00
623.03	NO 3 1/2 PULL BOX	3	EA	\$ 1,050.00	\$3,465.00
623.04	P30 PULL BOX	6	EA	\$ 1,500.00	\$9,900.00
623.05	TYPE 200 SPLICE VAULT	1	EA	\$ 9,500.00	\$10,450.00
623.06	4-INCH PVC CONDUIT	7,890	LF	\$ 25.00	\$216,975.00
623.07	TRAFFIC SIGNAL SYSTEM MODIFICATION (DEAN MARTIN DRIVE & TOMPKINS AVENUE)	1	LS	\$ 60,000.00	\$66,000.00
623.08	TRAFFIC SIGNAL SYSTEM MODIFICATION (DEAN MARTIN DRIVE & JERRY LEWIS WAY)	1	LS	\$ 85,000.00	\$93,500.00
623.09	TRAFFIC SIGNAL SYSTEM MODIFICATION (DEAN MARTIN DRIVE & HOTEL RIO DRIVE)	1	LS	\$ 20,000.00	\$22,000.00
623.10	TRAFFIC SIGNAL SYSTEM MODIFICATION (DEAN MARTIN DRIVE & TWAIN AVENUE)	1	LS	\$ 110,000.00	\$121,000.00
623.11	TRAFFIC SIGNAL SYSTEM MODIFICATION (DEAN MARTIN DRIVE & STAN MALLIN DRIVE)	1	LS	\$ 65,000.00	\$71,500.00
623.12	TRAFFIC SIGNAL SYSTEM MODIFICATION (DEAN MARTIN DRIVE & FRANK SINATRA DRIVE)	1	LS	\$ 150,000.00	\$165,000.00
623.13	TRAFFIC SIGNAL POLE (TYPE XX) WITH 20' MAST ARM	1	EA	\$ 25,000.00	\$27,500.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	25	EA	\$ 200.00	\$5,500.00
627.02	PERMANENT SIGN (POLE MOUNTED)	50	EA	\$ 150.00	\$8,250.00
628.01	6-INCH SOLID WHITE LINE (THERMOPLASTIC)	715	LF	\$ 1.50	\$1,179.75
628.02	8-INCH SOLID WHITE LINE (THERMOPLASTIC)	297	LF	\$ 2.00	\$653.40
628.03	TYPE 2 PAVEMENT MARKING FILM (ARROW)	71	EA	\$ 200.00	\$15,620.00
628.04	TYPE 2 PAVEMENT MARKING FILM ("ONLY")	15	EA	\$ 200.00	\$3,300.00
628.05	TYPE 2 PAVEMENT MARKING FILM (WHITE CHEVRON)	155	SF	\$ 10.00	\$1,705.00

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Design Division Work Order Number: 2019-038

Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Amount
628.06	TYPE 2 PAVEMENT MARKING FILM (CROSSWALK AND STOP BAR)	3,235	SF	\$ 8.00	\$28,468.00
628.07	TYPE 2 PAVEMENT MARKING FILM (YIELD BAR)	51	SF	\$ 10.00	\$561.00
628.08	REFLECTIVE YELLOW MEDIUM PAINT	170	SF	\$ 5.00	\$935.00
629.01	ADJUST WATER VALVE BOX COVER TO FINISHED GRADE	31	EA	\$ 1,000.00	\$34,100.00
629.02	ADJUST WATER MANHOLE TO FINISHED GRADE	7	EA	\$ 1,750.00	\$13,475.00
630.01	ADJUST SANITARY SEWER MANHOLE TO FINISHED GRADE	4	EA	\$ 2,000.00	\$8,800.00
630.02	ADJUST SANITARY SEWER MANHOLE TO FINISHED GRADE (CORROSION PROTECTED)	4	EA	\$ 4,000.00	\$17,600.00
630.03	ADJUST MANHOLE TO FINISHED GRADE	14	EA	\$ 1,250.00	\$19,250.00
633.01	NON-REFLECTIVE PAVEMENT MARKERS	3,610	EA	\$ 3.00	\$11,913.00
633.02	REFLECTIVE PAVEMENT MARKERS	1,525	EA	\$ 3.00	\$5,032.50
633.03	360 DEGREE ROUND REFLECTIVE MARKERS	385	EA	\$ 4.00	\$1,694.00
637.01	DUST CONTROL	210	DAY	\$ 200.00	\$46,200.00
670.01	ADJUST ELECTRICAL MANHOLE TO FINISHED GRADE	2	EA	\$ 1,500.00	\$3,300.00
680.01	144 STRAND FIBER OPTIC CABLE	6,990	LF	\$ 3.00	\$23,067.00
680.02	6 PAIR PE39 NO. 22 AWG CABLE	19,980	LF	\$ 1.50	\$32,967.00
680.03	ADJUST FIBER OPTIC MANHOLE TO FINISHED GRADE	2	EA	\$ 1,200.00	\$2,640.00
680.04	ADJUST TELEPHONE MANHOLE TO FINISHED GRADE	2	EA	\$ 1,200.00	\$2,640.00
ACTUAL TOTAL OF ITEMS					\$6,476,675.15
TOTAL SHOWN ON BID SUMMARY					NA
ERROR					NA