

**INTERLOCAL CONTRACT
BADURA AVENUE
DURANGO DRIVE TO TENAYA WAY**

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of October 2023, 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 is requesting funds to commence the construction of Badura Avenue, Durango Drive to Tenaya Way, hereinafter referred to as “PROJECT;” 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

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 roadway improvements on Badura Avenue from Durango Drive to Tenaya Way. The project entails hot mix asphaltic concrete pavement providing four (4) travel lanes with bike lanes, raised medians with openings at cross streets and established driveways, local storm drainage facilities to meet RTC drainage criteria, curbs, gutters, sidewalks, streetlighting, traffic signal modifications, utility modifications and relocations, traffic control devices, pavement markings, ITS infrastructure, intersecting streets, horizontal and vertical transitions, and other necessary appurtenances required to make a good, complete, and serviceable project within an 80 foot right-of-way, except where additional lanes may be required. 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 Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed \$11,000,000.00.
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 \$11,000,000.00

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 December 31, 2028. 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. To the extent allowed by law, 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.

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IN WITNESS WHEREOF, this Interlocal Contract 3121 is effective as of the date first set forth above:

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

October 12, 2023

BY:

DocuSigned by:

Justin Jones

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RTC Chair

Attest

DocuSigned by:

Marin DuBois

67F75985C7F8458

MARIN DUBOIS

Senior Management Analyst

Approved as to Form

DocuSigned by:

David Clyde

C20A408B8B774C0

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

Ashley A. Balducci

ASHLEY A. BALDUCCI

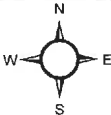
Deputy District Attorney



Legend

- Proposed
- - Existing
- Future

Exhibit A



	Project Number: TBD	CLARK COUNTY PUBLIC WORKS
		SCALE: NOT TO SCALE
	Badura Avenue, Durango Drive to Tenaya Way	DATE: 08-31-2023
		SHEET NUMBER 11 of 11 Agenda Item #11.