

**INTERLOCAL CONTRACT  
MOUNTAINS EDGE RUSH CHANNEL PEDESTRIAN BRIDGE**

**THIS INTERLOCAL CONTRACT** is made and entered into this 14<sup>TH</sup> day of July 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 is requesting funds to commence the construction of Mountains Edge Rush Channel Pedestrian Bridge, 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 the construction of a pedestrian bridge over the existing Rush Channel, which runs east-west through Mountains Edge Association. The pedestrian bridge will connect the north end and the south end of the Tenaya Paseo Trail that runs perpendicular to the Rush Channel. The scope of work includes a new prefabricated truss bridge with abutments, the realignments of the concrete trail, realignment of the existing sanitary sewer, concrete valley gutters, and maintenance road/paths along with relocation of the trail light poles. Other work includes reconstructing the fencing to provide security and safety with gates and no trespassing signs, along with restoring the disturbed landscaping rock cover and plants near the trail construction; 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 \$1,000,000.00.
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 \$1,000,000.00

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, 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. 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.

*The remainder of this page is left intentionally blank.*

**IN WITNESS WHEREOF**, this Interlocal Contract 3044 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

July 14, 2022

BY:

DocuSigned by:  
*Debra March*  
AEE798E2E546481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:  
*Marin DuBois*  
87E25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:  
*David Clyde*  
C20A409B6B774G0...

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*  
LAURA C. REHFELDT  
Deputy District Attorney



Legend

— Proposed

## Exhibit A



**Project Number: TBD**

**Mountains Edge Rush Channel  
Pedestrian Bridge**

CLARK COUNTY PUBLIC WORKS

SCALE: NOT TO SCALE

DATE: 05-12-2022

SHEET NUMBER: 1 OF 1

Project Name: MOUNTAINS EDGE RUSH CHANNEL PEDESTRIAN BRIDGE

Project Number: B840212.2D

Bid Number: XXXXX-XX

Opening Date: XXXXXX XX, XXXX

L Number: 2322

Design Division Work Order Number: (enter in Bid Tab cell)

BID ABSTRACT

Item No.	Description	Quantity	Unit	Unit Price	Amount
105.01	Quality Control Administrative Incentive	1	LS	\$ 20,000.00	\$20,000.00
107.01	Traffic Control	1	LS	\$ 250.00	\$250.00
109.01	Construction Conflicts and Additional Work	1	LS	\$ 10,000.00	\$10,000.00
109.02	Historical Owner Caused Delay Allowance	5	DAY	\$ 1,500.00	\$7,500.00
109.03	Historical Owner Caused Delay Allowance Over \$500/Day	5	DAY	\$ 1,500.00	\$7,500.00
200.01	Mobilization	1	LS	\$ 30,000.00	\$30,000.00
202.01	Removal of Chain Link Fence	275	LF	\$ 30.00	\$8,250.00
202.02	Remove Chain Link Gate	2	EA	\$ 500.00	\$1,000.00
202.03	Removal of Concrete Trail	3,225	SF	\$ 10.00	\$32,250.00
202.04	Removal of Valley Gutter	340	SF	\$ 8.00	\$2,720.00
202.05	Relocate Pole and Light Assembly	1	EA	\$ 5,000.00	\$5,000.00
202.06	Remove Existing 8-Inch PVC Sewer	80	LF	\$ 50.00	\$4,000.00
203.01	Borrow Embankment	154	CY	\$ 50.00	\$7,711.11
212.01	Landscape Restoration	1	LS	\$ 15,000.00	\$15,000.00
502.01	Pedestrian Bridge - Substructure	1	LS	\$ 240,000.00	\$240,000.00
506.01	Pedestrian Bridge - Superstructure	1	LS	\$ 190,000.00	\$190,000.00
613.01	Concrete Trail	2,745	SF	\$ 25.00	\$68,625.00
613.02	Concrete Valley Gutter	180	LF	\$ 25.00	\$4,500.00
613.03	Concrete "L" Type Curb and Gutter	15	LF	\$ 45.00	\$675.00
613.04	Gutter Transition	10	LF	\$ 40.00	\$400.00
616.01	72-Inch Chain Link Fence	200	LF	\$ 80.00	\$16,000.00
616.02	4' Wide Single Swing Chain Link Gate	2	EA	\$ 800.00	\$1,600.00
616.03	12' Wide Double Swing Chain Link Gate	2	EA	\$ 3,000.00	\$6,000.00
616.04	Install Removable Bollard	4	EA	\$ 900.00	\$3,600.00
627.01	Permanent Sign	4	EA	\$ 280.00	\$1,120.00
630.01	48-inch Sanitary Sewer Manhole	3	EA	\$ 12,000.00	\$36,000.00
630.02	8-inch PVC (sr-35) Sewer Line	100	LF	\$ 300.00	\$30,000.00
637.01	Dust Control	90	DAY	\$ 200.00	\$18,000.00
672.01	Pole and Light Assembly (14.5 foot)	1	EA	\$ 10,000.00	\$10,000.00

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BID ABSTRACT

Item No.	Description	Quantity	Unit	Unit Price	Amount
ACTUAL TOTAL OF ITEMS					
TOTAL SHOWN ON BID SUMMARY					
ERROR					
				NA	NA
				NA	NA