

**INTERLOCAL CONTRACT
2016 STREET RECONSTRUCTION PROJECT – PHASE I**

THIS INTERLOCAL CONTRACT made and entered into this _____ day of _____, 2016, by and between the City of Mesquite, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC”.

WITNESSETH

WHEREAS, a Project CITY intends to perform construction inspection and construct roadway improvements for City of Mesquite 2016 Street Reconstruction Project – Phase I, hereinafter referred to as “PROJECT”, being located wholly within the CITY, has been approved by the RTC; and

WHEREAS, the CITY is requesting an Authorization to Proceed from RTC to commence 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 to existing roads within the City of Mesquite. The improvements will include roadway rehabilitation such as paving of dirt roadways, removal and replacement of failed pavement, or resurfacing of paved roads; drainage facilities; traffic control devices; and other appurtenances as may be necessary for a complete and functional project. The project includes, but is not limited to asphalt milling, grading, pulverizing and asphalt replacement of the following streets: Los Altos Circle, Casa Grande Circle, East Sierra Vista Circle, West Sierra Vista Circle, Palos Verdes Circle, Las Palmas Circle, Rancho Circle and Mesa Boulevard.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding from CITY Fuel Revenue Indexing Direct Distribution 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 PROJECT cost for construction shall not exceed \$900,000.00.
2. 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, 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 current applicable completion date of July 1, 2017. 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 is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

BY: _____
LAWRENCE L. BROWN III, Chairman

Attest:

KELLY BACKMAN, Executive Secretary

Approved as to Form:

GREG GILBERT, Outside General Counsel, RTC

Date of Council Action:

CITY OF MESQUITE

BY: _____
ALLAN S. LITMAN, Mayor

Attest:

TRACY E. BECK
City Clerk

Approved as to Form:

ROBERT SWEETIN
City Attorney