

**INTERLOCAL CONTRACT
ARTERIAL RECONSTRUCTION:
NEVADA WAY, WYOMING STREET TO COLORADO STREET**

THIS INTERLOCAL CONTRACT is made and entered into this 22ND day of May 2025, by and between the City of Boulder City, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.” The CITY and RTC are collectively referred as the “PARTIES.”

W I T N E S S E T H

WHEREAS, the CITY is requesting funds to commence the construction of Arterial Reconstruction: Nevada Way, Wyoming Street to Colorado Street, 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 CITY 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 reconstruction improvements of Nevada Way from Wyoming Street to Colorado Street, Ash Street from Nevada Way to Arizona Street, Arizona Street from Ash Street to Nevada Way, and Wyoming Street from Nevada Way to Hotel Plaza. This project will also include pavement markings, sidewalk upgrades, Americans with Disabilities Act (ADA) ramps, street name signs, festival gates, utility adjustments, concrete medians, landscape elements, and other roadway elements. 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 Regional Streets and Highways Fund as outlined below:

1. The total cost for this contract shall not exceed \$3,000,000.00.
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 \$3,000,000.00

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 June 30, 2030. 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. To the extent allowed by law, 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.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract 3219 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

May 22, 2025

BY: _____
RTC Chair

Attest

MARIN DUBOIS
Government Affairs Supervisor

Approved as to Form

RTC Legal Counsel

Date of Council Action:

CITY OF BOULDER CITY

BY: _____
JOE HARDY
Mayor

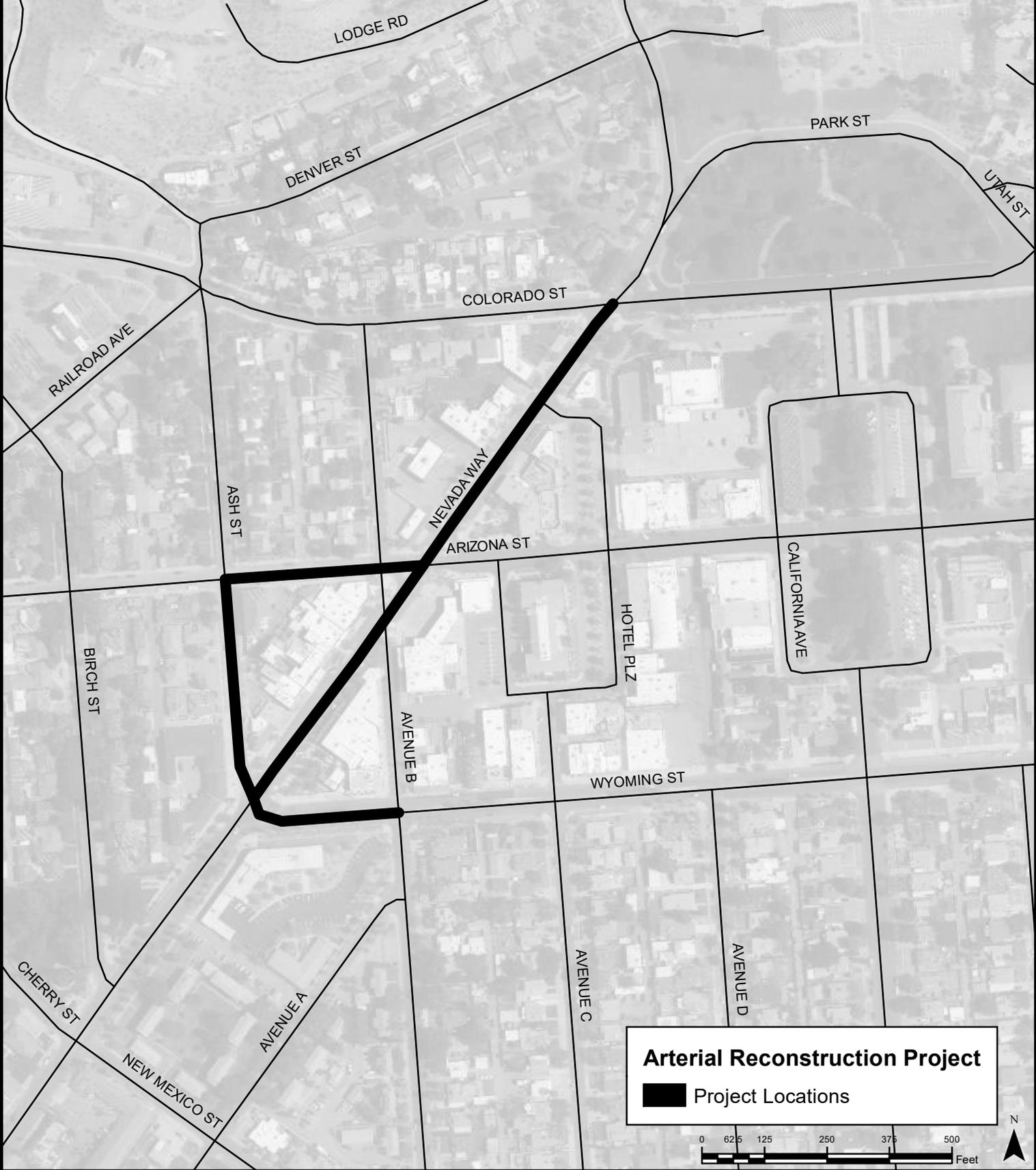
Attest

TAMI MCKAY
City Clerk

Approved as to Form

BRITTANY LEE WALKER, ESQ.
City Attorney

NOB HILL



Arterial Reconstruction Project
 ■ Project Locations




CITY OF BOULDER CITY, NV
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

20-1114-STR Arterial Reconstruction Program 2020-21

EXHIBIT A
PROJECT LOCATIONS

CREATED BY:
BOULDER CITY GIS

ISSUE DATE:
03/31/2025

FILE NAME:
Arterial reconstruction exhibit.MXD

SHEET:
1 OF 1