

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT**

AGENDA ITEM

SUBJECT:

**DUCK CREEK HAVEN STREET STORM DRAIN
INTERLOCAL CONTRACT – CLA38D20**

RECOMMENDATION SUMMARY

STAFF:

Approve subject to approval of the Ten-Year Construction Program Amendment item on this agenda.

TECHNICAL ADVISORY:

The Technical Advisory Committee meeting of March 26, 2020 was cancelled.

CITIZENS ADVISORY:

The Citizens Advisory Committee meeting of March 30, 2020 was cancelled.

**RFCD AGENDA
ITEM #11b
DATE: 04/09/2020**

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT**

AGENDA ITEM

SUBJECT:

DUCK CREEK HAVEN STREET STORM DRAIN

PETITIONER:

DENIS CEDERBURG, DIRECTOR OF PUBLIC WORKS

RECOMMENDATION OF PETITIONER:

THAT THE REGIONAL FLOOD CONTROL DISTRICT APPROVE THE INTERLOCAL CONTRACT FOR CONSTRUCTION FOR DUCK CREEK HAVEN STREET STORM DRAIN CLA38D20 (FOR POSSIBLE ACTION)

FISCAL IMPACT:

Construction Management	\$	380,000
Construction	\$	4,694,417
Entity Construction Labor Costs	\$	42,000
Total ILC Value	\$	5,116,417

BACKGROUND:

The Duck Creek Haven Street is described in the 2018 Master Plan Update as Facility Number DCHV 0026, 0050, and 0057. It is further identified in the Regional Flood Control District's Ten-Year Construction Program with construction to begin in FY 2019-2020. The proposed improvements include 8' x 5' reinforced concrete box, 10' x 5' reinforced concrete box, 12' x 5' reinforced concrete box, transitions, and various storm drain pipe sizes ranging from 24" to 60".

This project is included in Year 1 of the Ten-Year Construction Program.

Respectfully submitted,

TAC AGENDA ITEM # Date: 03.26.2020	RFCD AGENDA ITEM #11b Date: 04.09.2020
CAC AGENDA ITEM # Date: 03.30.2020	


DENIS CEDERBURG
Director of Public Works

Regional Flood Control District
AGENDA ITEM DEVELOPMENT

Staff Discussion:

Date: 03/30/2020

**DUCK CREEK HAVEN STREET STORM DRAIN
INTERLOCAL CONTRACT – CLA38D20**

The Duck Creek Haven Street is described in the 2018 Master Plan Update as Facility Number DCHV 0026, 0050, and 0057. It is further identified in the Regional Flood Control District's Ten-Year Construction Program with construction to begin in FY 2019-2020. The proposed improvements include 8' x 5' reinforced concrete box, 10' x 5' reinforced concrete box, 12' x 5' reinforced concrete box, transitions, and various storm drain pipe sizes ranging from 24" to 60".

With the total project construction cost of \$4.3 million, approximately 51 jobs will be created or sustained with this project. District funding will be provided as follows:

Construction	\$4,694,417
Construction Management	\$ 380,000
Entity Construction Labor Costs	\$ 42,000
Total ILC Value	\$5,116,417

This project is included in Year 1 of the Ten-Year Construction Program. The District Attorney has reviewed the contract.

Staff Recommendation:

Approve subject to approval of the Ten-Year Construction Program Amendment item on this agenda.

Discussion by Technical Advisory Committee:

AGENDA
Date: 03/26/2020

The Technical Advisory Committee Meeting was cancelled.

Recommendation:

Discussion by Citizens Advisory Committee:

AGENDA
Date: 03/30/2020

The Citizens Advisory Committee Meeting was cancelled.

Recommendation:

**INTERLOCAL CONTRACT FOR
DUCK CREEK HAVEN STREET STORM DRAIN**

THIS INTERLOCAL CONTRACT, made and entered into this ____ day of _____, 2020, by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT”, and the County of Clark, hereinafter referred to as “COUNTY”.

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are generally described in the 2018 Clark County Flood Control Master Plan Update, Structures Nos DCHV 0026, 0050, and 0057 hereinafter referred to as “PROJECT”; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit “A”; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, it is desirable to proceed with the construction of the PROJECT; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the COUNTY agree to the following:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to construction and construction engineering of improvements associated with the Duck Creek Haven Street Storm Drain. The basic improvements shall consist of flood water facilities including 8’ x 5’ reinforced concrete box, 10’ x 5’ reinforced concrete box, 12’ x 5’ reinforced concrete box, transitions, and various storm drain pipe sizes ranging from 24” to 60”. The improvements shall be funded through DISTRICT funds as herein described. The Project is further identified and shown on the attached Exhibit “A.”

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund Project costs within the limits specified below:

1. Construction Management in an amount not to exceed \$ 380,000.00.

2. Construction in the amount not to exceed \$4,694,417.00.
3. Entity Construction Labor Costs in the amount not to exceed \$42,000.00.
4. The total cost of this Interlocal Contract shall not exceed \$5,116,417.00, which includes all the items described in the paragraphs above.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the Project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.
2. The COUNTY will use its best efforts to award the bid for this project by August 1, 2020. Prior to submission of the first payment request, the Entity will submit to the District a construction schedule and cash flow projection. The COUNTY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the Board. At the review, the COUNTY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the COUNTY will not be required to be refunded to the DISTRICT. Project funding can be reconsidered at any time when the COUNTY can demonstrate that the project can proceed on an acceptable schedule.
3. The COUNTY will comply with the Local Purchasing Act, Chapter 332, and Public Works Projects, Chapter 338 of the Nevada Revised Statutes.
4. The COUNTY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

5. The COUNTY will require appropriate financial security for the construction of the PROJECT.
6. The COUNTY shall provide all impacted entities and the DISTRICT with the opportunity to provide the COUNTY with input relative to the following processes: scope of services development; consultant selection; design; construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the COUNTY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
10. The DISTRICT will pay the COUNTY, or make payment directly to its contractor or its consultant, each month for Project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Predesign Engineering
 - b. Design Engineering
 - c. Entity Design Labor Costs
 - d. Right-of-way
 - e. Environmental
 - f. Emergency Action Plan
 - g. Flood Map Revision
 - h. Construction
 - i. Construction Management
 - j. Entity Construction Management Labor Costs
 - k. Landscape Construction
 - l. Other
11. Accurate documentation of all work done and payments made will be maintained by the COUNTY for a period of three (3) years in hard copy form after final Project approval and payment. Following the three (3) year period, the COUNTY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

- 12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after Project completion.

- 13. Up to the limits set forth in NRS Chapter 41, the COUNTY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of COUNTY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

- 14. Any costs found to be improperly allocated to the Project will be refunded by the COUNTY to the DISTRICT.

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15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2023. The DISTRICT may, at any time thereafter, grant extensions or terminate this Interlocal Contract after thirty (30) days' notice.

Date of Commission Action: CLARK COUNTY BOARD OF COMMISSIONERS

By: _____
MARILYN KIRKPATRICK
Chair

Attest:

LYNN MARIE GOYA
County Clerk

Date of District Action: REGIONAL FLOOD CONTROL DISTRICT

By: _____
LAWRENCE L. BROWN, III, Chair

Attest:

DEANNA HUGHES
Secretary to the Board

Approved as to Form:

CHRISTOPHER FIGGINS
Chief Deputy District Attorney

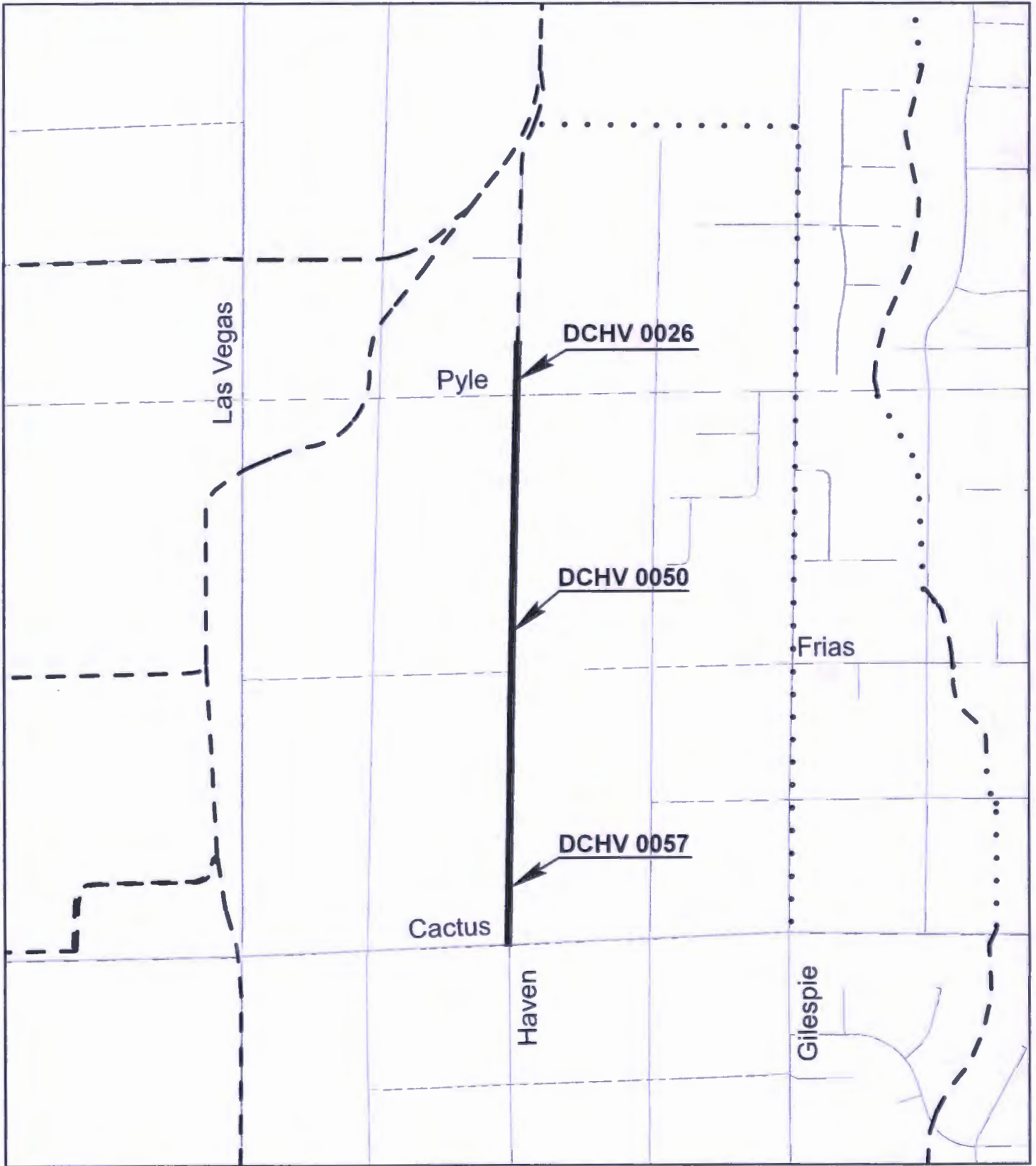


Exhibit A

Legend

- Proposed
- - Existing
- • Future



Project Number: CLA38D20

Duck Creek Haven Street Storm Drain

CLARK COUNTY PUBLIC WORKS

SCALE: NOT TO SCALE

DATE: 03-16-2020

SHEET NUMBER: 1 OF 1