

## INTERLOCAL CONTRACT

### OAKEY – MEADOWS STORM DRAIN

THIS INTERLOCAL CONTRACT made and entered into as of the 14th day of August, 2003 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

### WITNESSETH

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 the same as those identified in the Master Plan No. October 2002, Structures No. MEOK 0000, 0063, 0159, 0170 and 0233 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 Capital Improvement Program; 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 CITY agree to the following:

### SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to design associated with the Oakey – Meadows Storm Drain. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This 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. The engineering and design shall not exceed \$2,010,354.
2. The total cost of the contract shall not exceed \$2,010,354 which includes all of the items described in paragraph one above.
3. 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.
4. 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 specifications as the funding agency.
2. The award of bid for this PROJECT shall occur no later than four (4) months after the construction contract execution date. Prior to submission of the first payment request, the Entity will submit to the District a construction schedule and cash flow projection. The CITY 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 District Board of Directors. At the review, the CITY 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 CITY will not be required to be refunded to the DISTRICT. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.
4. The CITY, 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 CITY will require appropriate financial security for the construction of the PROJECT.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY 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 the Uniform Regulations for the 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 CITY. 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 reimburse the CITY, 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. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
  - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
  - c. Design Engineering
  - d. Construction Engineering
  - e. Construction (all work after award of construction contract)
  - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
  - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final PROJECT approval and payment. Following the three-year period, the CITY 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. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
14. The CITY will indemnify, defend and hold harmless the District, its officers, agents and employees, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees, which result from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property when such injury, death, loss, destruction or damage is due to or arises in connection with or as a result of the use of flood control facilities for any use including but not limited to recreational activities.
15. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
16. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to August 14, 2006. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

August 14, 2003  
ATTEST:

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier  
CAROLYN FRAZIER, Secretary

Approved as to Form:

BY: Chris Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

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Date of Council Action:

CITY OF LAS VEGAS

9-17-03  
ATTEST:

BY: Oscar B. Goodman  
OSCAR B. GOODMAN, Mayor

Barbara Jo Ronemus  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:  
Thomas R. Shan 8/20/03  
City Clerk

# LEGEND

- Proposed Regional Facility
- Future Regional Facility
- Existing Regional Facility

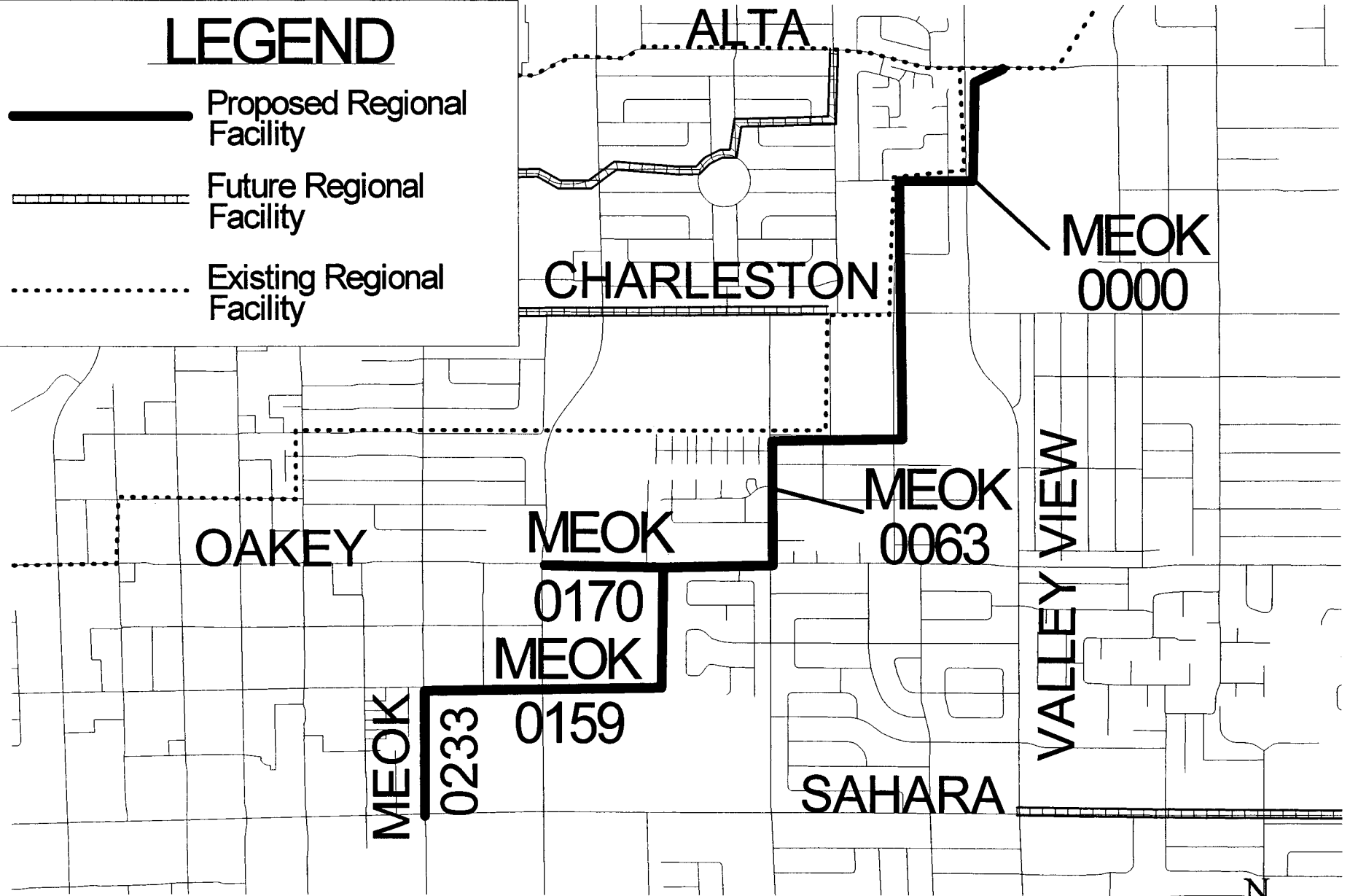


EXHIBIT A  
Oakey Meadows Storm Drain

## FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

### OAKEY – MEADOWS STORM DRAIN

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of July, 2006 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

### WITNESSETH

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 the same as those identified in the Master Plan No. October 2002, Structures No. MEOK 0000, 0063, 0159, 0170 and 0233 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 Capital Improvement Program; and

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

WHEREAS, the CITY wishes to extend the completion date.

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

**SECTION III – GENERAL paragraphs 13, 14, 15 and 16 shall be revised to read as follows:**

13. Up to the limits set forth in NRS Chapter 41, the CITY 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 CITY 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 this PROJECT will be refunded by the CITY to the DISTRICT.

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to August 14, 2008. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the Interlocal Contract dated August 14, 2003 shall remain the same.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

July 13, 2006  
ATTEST:

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier  
CAROLYN FRAZIER, Secretary

Approved as to Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

\*\*\*\*\*  
Date of Council Action: CITY OF LAS VEGAS


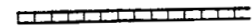

August 16, 2006  
ATTEST:

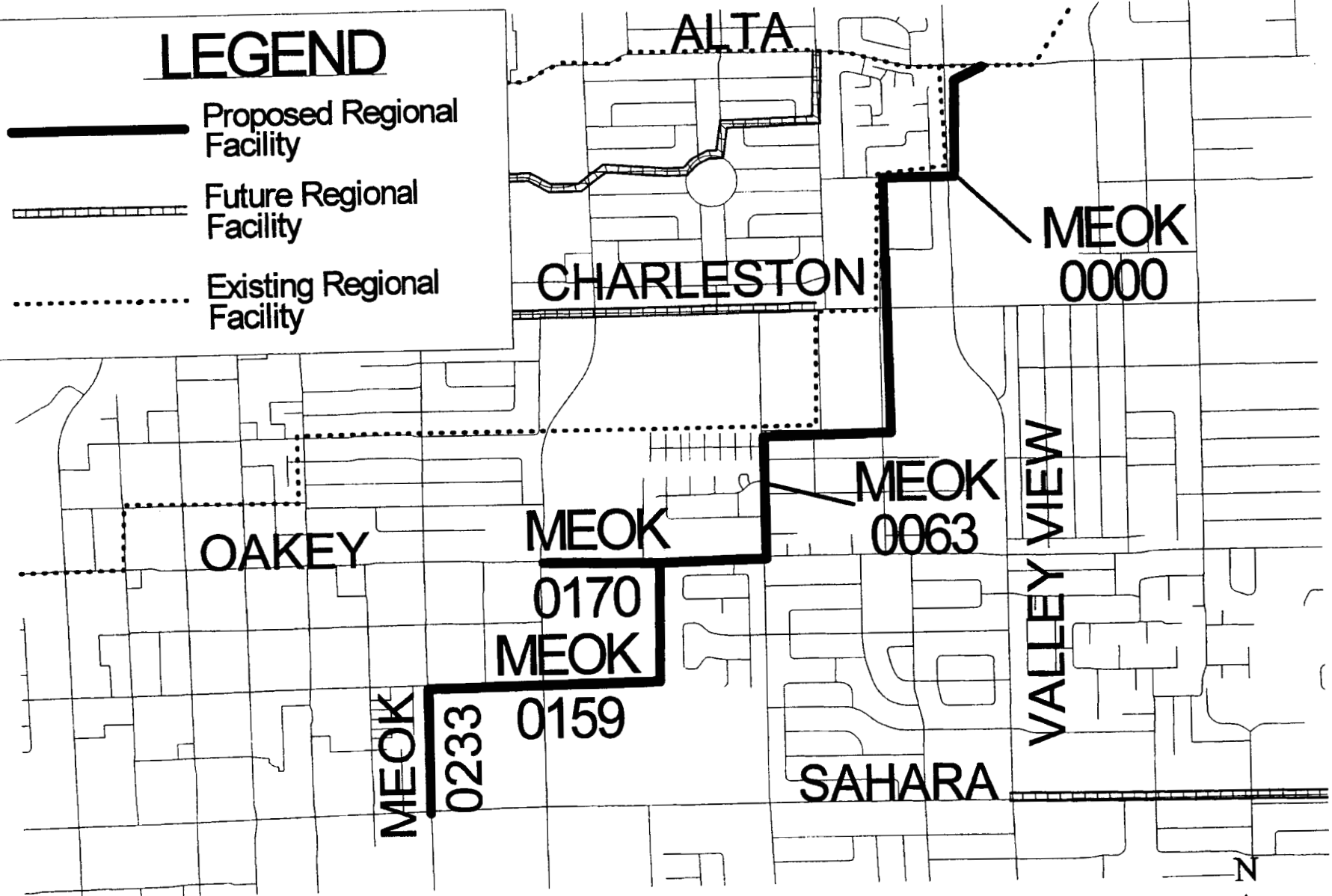
BY: Oscar B. Goodman  
OSCAR B. GOODMAN, Mayor

Barbara Jo Ronemus  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM  
Thomas R. Green 7/24/06  
Thomas R. Green Date  
Deputy City Attorney

# LEGEND

-  Proposed Regional Facility
-  Future Regional Facility
-  Existing Regional Facility



## EXHIBIT A Oakey Meadows Storm Drain

LAS05E03

**AGREEMENT FOR PROFESSIONAL SERVICES  
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT  
AND  
CONSTRUCTION CLAIMS & MANAGEMENT CONSULTING, LLC  
OAKY-MEADOWS STORM DRAIN CONSTRUCTABILITY REVIEW**

THIS AGREEMENT is made and entered into this 30th day of May, 2004, by and between the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT (hereinafter referred to as "DISTRICT") and CONSTRUCTION CLAIMS & MANAGEMENT CONSULTING, LLC (hereinafter referred to as "CONSULTANT"), for performing a constructability review of Oaky-Meadows Storm Drain (hereinafter referred to as the "PROJECT").

**WITNESSETH**

WHEREAS, the DISTRICT desires to complete a constructability review of Oaky-Meadows Storm Drain.

WHEREAS, the CONSULTANT is experienced and is knowledgeable in the completion of such works, and

WHEREAS, the CONSULTANT represents that it is properly registered and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to accomplish the PROJECT within the required time, and

WHEREAS, the parties desire to set forth the responsibilities, terms, and conditions of completing the PROJECT,

NOW, THEREFORE, in consideration of the premises and terms contained herein, the parties agree as follows:

## **Section I**

### **RESPONSIBILITY OF CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and subconsultants and its and their principals, officers, employees, and agents under this AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted current professional and technical engineering standards.
- B. It shall be the duty of CONSULTANT to assure that all work products are technically sound and in conformance with all pertinent and current federal, State, and local statutes, codes ordinances, resolutions, and other regulations. If, during the term of this contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this contract which become effective and which affect the cost or time of performance of the contract, CONSULTANT shall immediately notify DISTRICT in writing and submit detailed documentation of such effect in terms of both time and cost of performing the contract. Upon concurrence by DISTRICT as to the effect of such changes, and adjustment in time of performance and/or compensation for an increase or decrease in labor, materials, and equipment directly required to be in compliance will be made. Except for an extension of time, no payment or compensation of any kind shall be made to CONSULTANT for damages caused by such changes or new laws, ordinances, statutes, rules or regulations, including, but not limited to, those which may arise due to delay, disruption, acceleration, or inefficiency. If any discrepancy or inconsistency should be discovered between this contract and any law, ordinance, regulation, order, or decree, CONSULTANT shall immediately report the same in writing to DISTRICT, who will issue such instruction as may be necessary. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its recommended plans, policies, designs, drawings, and other sections of the PROJECT. It is also understood and agreed by both parties that if any variation in measurements, calculations, or observations of a quantity due to mistakes, hereinafter referred to as "erroneous work" is found, the CONSULTANT will expeditiously perform the necessary work, at no expense to the DISTRICT, to correct the erroneous work. The

reviewing process by the DISTRICT during the progress of the PROJECT will not relieve the CONSULTANT's obligation for erroneous work in the preparation of the different sections of the PROJECT. Any revisions or updates of the PROJECT after submittal would be considered outside the scope of services for this AGREEMENT.

- C. It is agreed that any and all documents prepared and submitted by the CONSULTANT to the DISTRICT, and all information required of the CONSULTANT by the AGREEMENT, become the property of the DISTRICT. The CONSULTANT may retain copies and reproducible copies of all documents produced as a result of the PROJECT. In the event of the termination of the AGREEMENT, all documents produced shall be and become the property of the DISTRICT. The CONSULTANT agrees to surrender all such documents to the DISTRICT.
- D. The CONSULTANT agrees that its officers and employees will cooperate with the DISTRICT in the performance of services under this AGREEMENT and will be available for consultation with the DISTRICT at such reasonable times and with advance notice so as to not conflict with their other responsibilities.
- E. The rights and remedies of the DISTRICT provided for under this section are in addition to any other rights and remedies provided by law or under other sections of the AGREEMENT.



## **Section II**

### **DISTRICT'S RESPONSIBILITY**

- A. The DISTRICT agrees that its officers and employees will cooperate with CONSULTANT in performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONSULTANT under this AGREEMENT shall be subject to review and approval by DISTRICT General Manager. The DISTRICT General Manager may delegate any or all of the General Manager's responsibilities under this AGREEMENT to appropriate staff members, and shall so inform CONSULTANT by written notice before the effective date of each such delegation.
- C. The services to be performed by the CONSULTANT under this AGREEMENT shall be subject to periodic review by DISTRICT's General Manager. The review comments of DISTRICT's General Manager shall be reported in writing to the CONSULTANT by the DISTRICT's General Manager. To prevent an unreasonable delay in the CONSULTANT's work, the DISTRICT's General Manager will endeavor to examine all documents and will make authorizations in writing to the CONSULTANT to proceed with work within 10 working days of receipt of such documents. It is understood that the DISTRICT's representative's review comments do not relieve the CONSULTANT from the responsibility for professional and technical accuracy of all work delivered under this AGREEMENT.
- D. DISTRICT shall, without charge, furnish to or make available for examination or use by the CONSULTANT as it may request, any relevant data which the DISTRICT has available, including as examples only and not as a limitation:
  - 1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to flooding, flood control facilities, public properties, property developments, and other physical features related to the PROJECT.
  - 2. Copies of previously prepared reports, publications, design hydrologic and hydraulic data, flooding information, flooding data, rainfall/runoff data, representative local drainage requirements (i.e., subdivision, planning and zoning regulations, ordinances, codes criteria, and special agreements or procedures),

analyses, and computation manuals, computer programs, other documents and information related to the PROJECT and services specified by this AGREEMENT. CONSULTANT shall return original data provided by the DISTRICT.

- E. Upon written request from the CONSULTANT, the DISTRICT shall reasonably assist CONSULTANT in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the DISTRICT determines that such material is necessary for the completion of the services specified by the AGREEMENT. DISTRICT shall provide the CONSULTANT with a list of names of individuals, agencies, or any other parties that should receive written communication related to the PROJECT from the CONSULTANT.
- F. CONSULTANT will not be responsible for accuracy of information or data supplied by the DISTRICT or other sources, but will use such data to the extent such information or data would be relied upon by a reasonably prudent professional engineer.

### **Section III**

### **CONSULTANT SERVICES**

- A. The CONSULTANT shall perform Task 1 through Task 3 including services discussed in the “basic services” as specified in Exhibit A (the Scope of Services), which is attached hereto, and by this reference made a part of this AGREEMENT. In addition, the CONSULTANT will perform Task 4, “Supplemental Services” described in Exhibit A if, as, and when requested in writing by the General Manager. Exhibit B, The Project Study Area, and Exhibit C, the Project Time Schedule, are attached hereto and by this reference are also made a part of this agreement.
- B. The DISTRICT may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed by the CONSULTANT. If such changes cause an increase or decrease in the CONSULTANT's cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly. Any claim of the CONSULTANT for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the CONSULTANT of notification of changes unless the DISTRICT grants a further period of time before the date of final payment under this AGREEMENT.
- C. No services for which an additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the DISTRICT.

## Section IV

### COMPENSATION AND TERMS OF PAYMENT

- A. Once each month, the DISTRICT shall pay the CONSULTANT for services performed under Section III, Consultant Services. Invoices are prepared and submitted on a monthly basis and are due upon receipt. Payment is past due thirty (30) days from the invoice date. In the event the DISTRICT fails to make any payments, the CONSULTANT may cease work immediately until payment for the invoice and service charge is made. An additional charge at the rate of 1 ½ percent per month will be charged against invoices that are past due.
- B. Compensation and Method of Payment for Engineering Services are:
1. The DISTRICT shall pay the CONSULTANT on a time and materials basis under the CONSULTANT'S Fee Schedule, which is attached hereto as Exhibit D and by this reference made a part of this AGREEMENT.
  2. The maximum cost to the DISTRICT for Basic Services Task 1 through Task 3 including services discussed in Project Description accomplished under this AGREEMENT shall not exceed Thirty-three thousand dollars (\$33,000.00) unless the DISTRICT receives a written request, with justification, and the DISTRICT approves a change in the SCOPE OF SERVICES and an increase in compensation. If approved, a supplement to this AGREEMENT must be executed. The maximum cost is based on a detailed breakdown of the estimated cost by tasks, and direct costs is shown on Exhibit E, Estimated Cost By Tasks, which is attached hereto, and by this reference made a part of this AGREEMENT. The estimated cost figures, per task, presented in Exhibit E may, with the written approval from the DISTRICT, be adjusted from task to task so long as the total amount does not exceed (\$33,000.00). Payments will be made to the CONSULTANT on a monthly basis upon receipt of a progress report and itemized invoices for work accomplished.
  3. Supplemental services will be performed only upon written authorization by the General Manager and at the discretion of the General Manager. Payment for Supplemental Services will be made according to the terms described in this section for basic professional services. The maximum cost to the DISTRICT for

supplemental services accomplished under this AGREEMENT shall not exceed Seven thousand seventy-five (\$7,075.00). Payments will be made to the CONSULTANT on a monthly basis upon receipt of a progress report and itemized invoices for work accomplished.

## **Section V**

### **TIME AND PERFORMANCE**

- A. The Project Time Schedule for work under this AGREEMENT is attached as Exhibit C and by this reference made a part of this AGREEMENT. The CONSULTANT will perform the work in accordance with said Project Time Schedule, and will provide the DISTRICT's representative a progress report in conjunction with the monthly invoice describing changes in schedule.

Work shall begin immediately upon receipt by the CONSULTANT of the Notice to Proceed by General Manager. All work necessary to prepare the project deliverables for submittal to the District for review and publication shall be completed 550 calendar days from notice to proceed. Supplemental services, if requested by the General Manager, will be completed within the time frame established for such services.

- B. The DISTRICT and CONSULTANT recognize the scope of work as detailed in Exhibit A - SCOPE OF SERVICES and as outlined in Exhibit C - PROJECT TIME SCHEDULE can be altered by unforeseen events that may occur. Therefore, a supplement to this AGREEMENT will be prepared, negotiated, and executed when the CONSULTANT establishes, and the DISTRICT agrees, that there has been, or is to be a significant change, including but not limited to:
1. Scope, complexity, or character of the services to be performed such as additional meetings and coordination over those identified in Exhibit A, analysis of additional alternatives, or preparation of additional reports.
  2. Conditions under which the work is required to be performed, such as a change in standards or a change in available base data that would require additional work.
  3. Duration of work if the time period for completion of the work warrants such adjustment.
- C. An alteration required by the DISTRICT that results in changes in the scope of work will also be specified in a supplemental AGREEMENT that will set forth the nature and scope thereof and payment therefore.

- D. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONSULTANT's principals, officers, employees, agents, subcontractors, subconsultants, vendors, or suppliers are expressly recognized to be within the CONSULTANT's control.

## **Section VI**

### **MISCELLANEOUS PROVISIONS**

- A. The CONSULTANT and its subconsultant(s) shall maintain all books, documents, papers, accounting reports, and other evidence pertaining to costs incurred and/or work performed and that such evidence shall be made available for inspection by the DISTRICT at all reasonable times during the AGREEMENT period for three (3) years from the date of final payment.
- B. The DISTRICT has the right to terminate this AGREEMENT upon seven (7) days written notice to the CONSULTANT. This AGREEMENT may also be terminated by either party upon seven (7) calendar days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If said termination occurs prior to completion of the PROJECT, the CONSULTANT shall deliver to the DISTRICT all documents, calculations, and all other work performed whether complete or incomplete. Thereafter, the DISTRICT will reimburse the CONSULTANT for all services performed prior to such notice, provided the services performed are satisfactory to the DISTRICT. Termination shall be by written notice, which will be sent by certified mail or hand delivered. Such notice will be deemed effective after the third business day of the mailing post date, or hand delivered, in which case such notice will be deemed effective upon receipt of the written termination to the CONSULTANT or the DISTRICT.
- C. The CONSULTANT does hereby agree to indemnify and save harmless the DISTRICT from loss, damage, liability, costs, or expense to the proportionate extent caused by the CONSULTANT, its employees, agents, or consultants and/or consultants arising out of the negligent acts, errors or omissions of the CONSULTANT, its employees, agents or consultants and/or subconsultants in connection with this AGREEMENT.
- D. During the life of this AGREEMENT, the CONSULTANT shall not engage the services of any person or persons who are currently employed by the DISTRICT without the DISTRICT's prior approval.
- E. The CONSULTANT shall at all times maintain control over and have complete responsibility for all work performed under the AGREEMENT. Any attempted



assignment of rights or delegation of duties under this AGREEMENT, without the written consent of the DISTRICT, shall be void.

- F. The CONSULTANT shall submit for review and documentation purposes copies of all subconsultant agreements.
- G. The CONSULTANT, at his own expense, shall obtain and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property or other losses which may arise from or in connection with CONSULTANT sole negligence or fault in the performance of work hereunder of the CONSULTANT, his agents, representatives, employees or subcontractors of any tier.

The CONSULTANT will provide the DISTRICT with certificates of insurance for coverage as listed below and endorsements, establishing coverage required by the Contract within ten (10) calendar days after approval of this Agreement by the DISTRICT's Board. The certificate of endorsements for each insurance policy are to be signed by a person authorized by the insurer and licensed by the State of Nevada.

The CONSULTANT will:

1. Maintain commercial general liability coverage at limits of no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury (including death), personal injury and property damages. The coverage shall be on an "occurrence" basis only and not on a "claims made" basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exceptions to the coverage for bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. The DISTRICT, its officers, and employees must be expressly covered as additional insureds.
2. Maintain automobile coverage at limits of no less than \$1,000,000 combined single limit "per accident" for bodily injury and property damage for all owned automobiles, non-owned automobiles, hired automobiles, or any automobile. The DISTRICT, its officers and employees must be expressly covered as additional insureds.

3. Maintain professional liability insurance at limits of no less than \$1,000,000 per claim and \$1,000,000 annual aggregate to insure against claims for losses arising out of the services rendered by the CONSULTANT, its agents, representatives or employees pursuant to the CONSULTANT's Contract with the DISTRICT. "Claims made" insurance coverage will continue for a period of three (3) years beyond the term of the Contract. Any retroactive date must coincide with or predate the date of the Contract and may not be advanced without the DISTRICT's consent. The CONSULTANT's professional liability insurance must provide coverage for the CONSULTANT's subcontractor if the subcontractor does not maintain professional liability insurance in the same amounts and manner as required for the CONSULTANT.

All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$250,000 for commercial general liability, \$250,000 for automobile, or \$250,000 for professional liability without the written approval of the DISTRICT. If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than twice the amount of the limits required herein. All aggregate must be fully disclosed and the amount entered on the required certificate of insurance. Any notice given to the CONSULTANT with respect to exhaustion of limits of insurance shall also be sent to the DISTRICT. The adequacy of the insurance supplied by the CONSULTANT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the DISTRICT.

4. Maintain Nevada Industrial Insurance and Occupational Disease Acts; such insurance will protect it and the DISTRICT from claims made by the CONSULTANT due to work-related injuries.
5. The CONSULTANT's insurance shall be primary in respect to the DISTRICT, its officers, employees, and volunteers.

The insurance requirements specified herein do not relieve the CONSULTANT of its responsibility or limit the amount of its liability to the DISTRICT or other

persons, and the CONSULTANT is encouraged to purchase such additional insurance as it deems necessary.

6. The insurance certificate supplied by the CONSULTANT must provide for a 30-day notice to the DISTRICT before the implementation of a proposal to cancel the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. In addition, CONSULTANT shall notify DISTRICT within thirty (30) days of any reduction in coverage or limits.
7. If the CONSULTANT fails to maintain any of the insurance coverage required herein, then the DISTRICT will have the option to either terminate the Contract; declare the CONSULTANT in breach; purchase replacement insurance; or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The CONSULTANT is responsible for any expenses paid by the DISTRICT to maintain such insurance, and the DISTRICT may collect the same from the CONSULTANT or deduct the amount paid from any sums due the CONSULTANT under this Contract.

H. Project Staffing

CONSULTANT shall provide the DISTRICT with a list of CONSULTANT's employees who will be performing work on the PROJECT. This list shall indicate the employee's name, classification, and hourly billing rate. This list will be used by the DISTRICT in reviewing and evaluating changes as a result of CONSULTANT's fiscal year increases (decreases).

I. Governing Law

Nevada law shall govern the interpretation of this AGREEMENT.

J. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom is directed by personal service, hand delivery, or U.S. mail at the following addresses:

To DISTRICT: Clark County Regional Flood Control District  
600 Grand Central Parkway, Suite 300  
Las Vegas, Nevada 89106

To CONSULTANT: Construction Claims & Management Consulting, LLC  
2500 Wigwam Parkway, Ste. 112A  
Henderson, Nevada 89074  
Attention: Gregory S. Frehner, President

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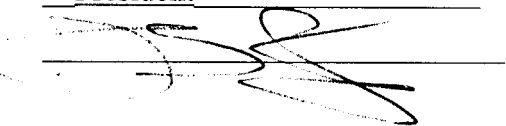
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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

By: Lawrence L. Brown III Date: May 20, 2004  
LAWRENCE L. BROWN, III Chairman

CONSTRUCTION CLAIMS AND MANAGEMENT CONSULTING,  
LLC

By: Gregory S. Frehner Date: 5/21/04  
President  


ATTEST:

By: Carolyn Frazier Date: May 20, 2004  
Carolyn Frazier, Secretary to the Board

APPROVED AS TO LEGALITY ONLY:

By: Ch Figgins Date: May 20, 2004

# **Exhibit A**

## **SCOPE OF WORK**

### **CONSTRUCTABILITY REVIEW FOR OAKEY-MEADOWS STORM DRAIN**

#### **Project Description**

The Oakey-Meadows Storm Drain is a proposed storm drain network in City of Las Vegas generally located between Alta Drive on the north, Valley View Boulevard on the east, Sahara Avenue on the south, and Edmond Street on the west. The facilities are identified as MEOK 0000 through MEOK 0233 in Clark County Regional Flood Control District's *2002 Las Vegas Valley Flood Control Master Plan Update* (MPU). All facilities are anticipated to be installed underground and generally within existing roadway rights-of-way. The storm drain is 14,900 ft in length and ranges in size from a 10 ft by 9 ft reinforced concrete box culvert (RCBC) to a three barrel 12 ft by 6 ft RCBC conveying 100-year flowrates ranging from 550 cfs to 2550 cfs according to the MPU.

Clark County Regional Flood Control District's (District) goal in conducting a constructability review is to ensure efficient construction, minimize cost and time growth, minimize claims and contract changes, and provide for efficient operation to end user, including both maintenance and operation activities. Consultant shall conduct review through a systematic examination of construction procurement documents including improvement plans, bidding requirements, contract forms, conditions of contract (general and special), specifications, and supplementary documents, such as geotechnical reports, for accuracy and completeness.

Consultant shall provide personnel who have extensive knowledge of Las Vegas' construction market place, experience in supervision of construction projects of similar magnitude and complexity or construction management of similar types of construction, familiarity with contract documents, a general understanding of assumptions and principles utilized in design of flood control facilities, and familiarity with project site.

Consultant shall conduct review in three stages: 1) Conceptual review at completion of predesign report and 30 percent procurement documents to identify cost effective facility alignment, profile, and cross section; 2) In- depth review of procurement documents at 90 percent stage where design is sufficiently complete for substantive comment and early enough for incorporation of comments into final design; and 3) Pre-final review of procurement documents at 99 percent stage, where documents will be checked for accuracy and completeness and back checked for incorporation of all comments.

## **Consultant Review Responsibilities: Basic Services – Conceptual Review**

Task 1: Consultant shall conduct a conceptual review. The following tasks are required:

- a) Attend kickoff meeting including District, Consultant, City of Las Vegas and their design consultant, PBS&J. Kickoff meeting agenda will include summary of Consultant's approach to proposed work, summary of deliverables and project schedule, establish progress meeting dates and address any questions from District, City of Las Vegas, and PBS&J.
- b) Review standard contract language used by City of Las Vegas for construction projects. Verify that agreement, general conditions, and special conditions are complete and compatible as a package and clearly define the roles and responsibilities of Owner and Contractor. Verify that contract provisions clearly identify Owner's obligations to make decisions and payments and Contractor's responsibilities to perform quality work on schedule. Review provisions that establish procedures to administer contract for clarity. Review those provisions that define contract rights of each party that are enforceable in the legal system for fairness and reasonable allocation of risk. Provide recommendations to improve contract language.
- c) Review predesign report. Evaluate design consultant's recommendations on facility alignment, profile, cross section, and material based on constructability and cost effectiveness. Cost effectiveness of storm drain layout shall be evaluated on the following factors: adequacy of existing rights-of-way for construction, limits of excavation, stability of in situ soils and presence of groundwater; presence of existing utilities including parallel and intersecting facilities; presence of existing adjacent structures and required limits of shoring; feasibility of detours and traffic control plans and their impact on traveling public; adequacy of staging areas for storage of pipe materials and processing and storage of fill materials; selection of economical pipe material; location of cast-in-place structures such as junction structures and impact on traffic control; and limits of replacement of pavement and curb and gutter. If costly constraints are identified, recommend an alternative alignment to reduce construction cost and simplify construction.
- d) Review preliminary geotechnical report. Determine whether scope of subsurface investigation is commensurate with complexity of project or subsurface conditions. Determine whether geotechnical subconsultant conducted testing with adequate frequency and provided sufficient useful, project specific recommendations.

- e) Conduct a field review to verify that preliminary plan and profile sheets accurately show field conditions and investigate potential interferences with proposed work. Verify that all existing utilities identified during field review are shown on drawings. Provide recommendations on facility alignment and profile to minimize impacts of both underground and overhead utilities.
- f) Attend review meeting including District, Consultant, City of Las Vegas and their design consultant, PBS&J. Consultant shall present their findings and recommendations of conceptual review.
- g) Provide one set of review comments in written and digital forms. Consultant shall provide one set of drawings including redlined comments on each sheet within 20 calendar days of receipt of Conceptual Review submittal.

#### **Consultant Review Responsibilities: Basic Services – In-Depth Review**

Task 2: Consultant shall conduct an in-depth review of engineering consultant's 90 percent procurement documents from a contractor's perspective to identify design issues that impact construction efficiency. Propose reasonable alternatives to consultant's design that simplify construction and reduce construction duration and/or cost. The following tasks are required:

- a) Assess compatibility, accuracy, and completeness of procurement documents.
- b) Identify conflicts within documents and propose resolution of conflict.
- c) Identify ambiguous statements in documents and clarify.
- d) Supplement field review conducted during predesign phase, especially if storm drain alignment was revised during design phase. Field verify that information contained within procurement documents and supplemental reports, such as geotechnical report, accurately characterizes actual site conditions. Integrate field and procurement document reviews to minimize claims based on differing site conditions.
- e) Identify existing utilities and verify that these are shown on drawings. Determine whether those utilities in conflict with proposed flood control facility are identified, relocation details provided, and party responsible for relocation work is identified. Provide recommendations on facility layout to minimize impacts of both underground and overhead utilities.



Review adequacy of “construction conflicts” clauses in contract to minimize additional costs of relocating unknown utility interferences.

- f) Review final geotechnical report to determine whether scope of subsurface investigation is commensurate with complexity of project or subsurface conditions. Determine whether geotechnical subconsultant conducted testing with adequate frequency and provided sufficient, useful, project specific recommendations. Determine whether design consultant incorporated geotechnical recommendations into procurement documents accurately.
- g) Complete a material inventory based on quantity and quality of available onsite material and proposed specified fill. Determine whether there is adequate onsite material to complete project. Determine whether contractor can economically process native material to produce specified fill materials. Provide recommendations to reduce earthwork costs, including suggestions to balance cut and fill volumes and reduce processing costs.
- h) Evaluate adequacy of provisions identifying disposal procedures and method of payment if hazardous materials are encountered by contractor during construction.
- i) Evaluate adequacy of provisions identifying dewatering requirements during construction of project. Determine whether proposed dewatering plan is suitable for subsurface conditions. Evaluate compatibility of trench details, bedding requirements, and structural details such as joints and weepholes to collect and convey groundwater.
- j) Investigate use of alternative pipe products to encourage competition between suppliers. If concrete is selected as construction material, determine whether pre-cast or cast-in-place products are more economical. Verify that pipe can be installed in compliance with various time and physical constraints.
- k) Evaluate constructability of proposed reinforced concrete structures. Review layout and geometric configuration of proposed structures and make recommendations to simplify structural geometry to improve contractor productivity. Review layout, location, and spacing of construction, contraction, and expansion joints to ensure joint layout allows contractor to construct structures in a logical and efficient sequence. Make recommendations on proposed joint layout and details to improve concrete placement efficiency. Determine if joint layout and details are adequate to control cracking based on construction experience to ensure a long service life of structure.

- l) Review procurement documents to determine whether all applicable permits have been identified and conditions within permits are incorporated in contract. Typical permits include zoning, use permit, drainage study, stormwater pollution prevention plan, grading or dust permit, blasting permit, building permit, off-site permit, traffic study, Section 14 analysis, and 404 permit. (District will provide Consultant information and requirements associated with Section 14 analysis, if applicable.) Verify that contract documents clearly define who is responsible for obtaining permits. Ensure that regulations affecting the contractor, such as job safety, environmental mitigation measures, endangered species (desert tortoise), and use and disposal of hazardous materials are defined adequately in general conditions.
- m) Review plans and records of survey. Verify that sufficient rights-of-way and temporary construction easements have been acquired to efficiently construct project. Determine whether owner has provided sufficient access for construction. Determine that adequate staging and laydown space has been provided. Verify that Owner has provided convenient borrow or disposal sites and that adequate haul routes are shown with necessary rights-of-way.
- n) Review construction schedule specified in procurement documents. Evaluate contract duration and any intermediate milestones defined in contract. Determine if contract duration is appropriate for scope and complexity of work. Provide recommendations to reduce construction cost. Evaluate if construction sequence is logical and efficient if procurement documents identify intermediate milestones or phasing of work. Develop a simple construction schedule in bar chart form, generally one page in length, showing likely sequence of major construction items and associated dependencies and durations.
- o) Review engineer's cost estimate and bid items. Determine whether cost estimate is reasonable and whether all work is identified in basis of payment including direct pay and incidental items. Verify accuracy of quantities for unit price bid items. Determine whether basis of payment is clear. Make recommendations to simplify contract administration and reduce Owner's risk of cost escalation due to structure of pay items.
- p) Attend review meeting including District, Consultant, City of Las Vegas, and PBS&J. Consultant shall present their findings and recommendations from in-depth review.
- q) Provide one set of review comments in written and digital forms. Consultant shall provide one set of drawings including redlined comments on each sheet within 20 calendar days of receipt of 90% submittal.

### **Consultant Review Responsibilities: Basic Services – Pre-final Review**

- Task 3: Consultant shall review procurement documents at 99 percent stage. The following tasks are required:
- a) Check procurement documents for accuracy and completeness.
  - b) Back check procurement documents for incorporation of all comments agreed upon during 90 percent review meeting.
  - c) Attend review meeting including District, Consultant, City of Las Vegas, and PBS&J. Consultant shall present their findings and recommendations from pre-final review.
  - d) Provide one set of review comments in written and digital forms. Consultant shall provide one set of drawings including redlined comments on each sheet within 15 calendar days of receipt of 99% submittal.

### **Materials**

District will provide Consultant the following materials:

For conceptual review, one copy of City of Las Vegas' standard contract, one copy of predesign report, one copy of preliminary geotechnical report, two half size copies of plan and profile sheets for all storm drain alternatives, and one full size copy of plan and profile sheets for all storm drain alternatives.

For in-depth review, one copy of design report, two copies of 90 percent contract documents, two half size copies of 90 percent improvement drawings, one full size copy of 90 percent improvement drawings, one electronic copy of 90 percent contract documents, and one copy of geotechnical report.

For pre-final review, two copies of 99 percent contract documents, two half size copies of 99 percent improvement drawings, one full size copy of 99 percent improvement drawings, and one electronic copy of 99 percent contract documents.

### **Supplemental Services**

- Task 4: District may request that Consultant perform the following supplemental services:
- a) Evaluate an alternative facility alignment and profile based on design consultant's recommendation during pre-design phase of project. Facility alignment, profile, cross section, and material shall be evaluated based on

constructability and cost effectiveness. Cost effectiveness of storm drain layout shall be evaluated on the following factors: adequacy of existing rights-of-way for construction, limits of excavation, stability of in situ soils and presence of groundwater; presence of existing utilities including parallel and intersecting facilities; presence of existing adjacent structures and required limits of shoring; feasibility of detours and traffic control plans and their impact on traveling public; adequacy of staging areas for storage of pipe materials and processing and storage of fill materials; selection of economical pipe material; location of cast-in-place structures such as junction structures and impact on traffic control; and, limits of replacement of pavement and curb and gutter. If costly constraints are identified, recommend an alternative alignment to reduce construction cost and simplify construction.

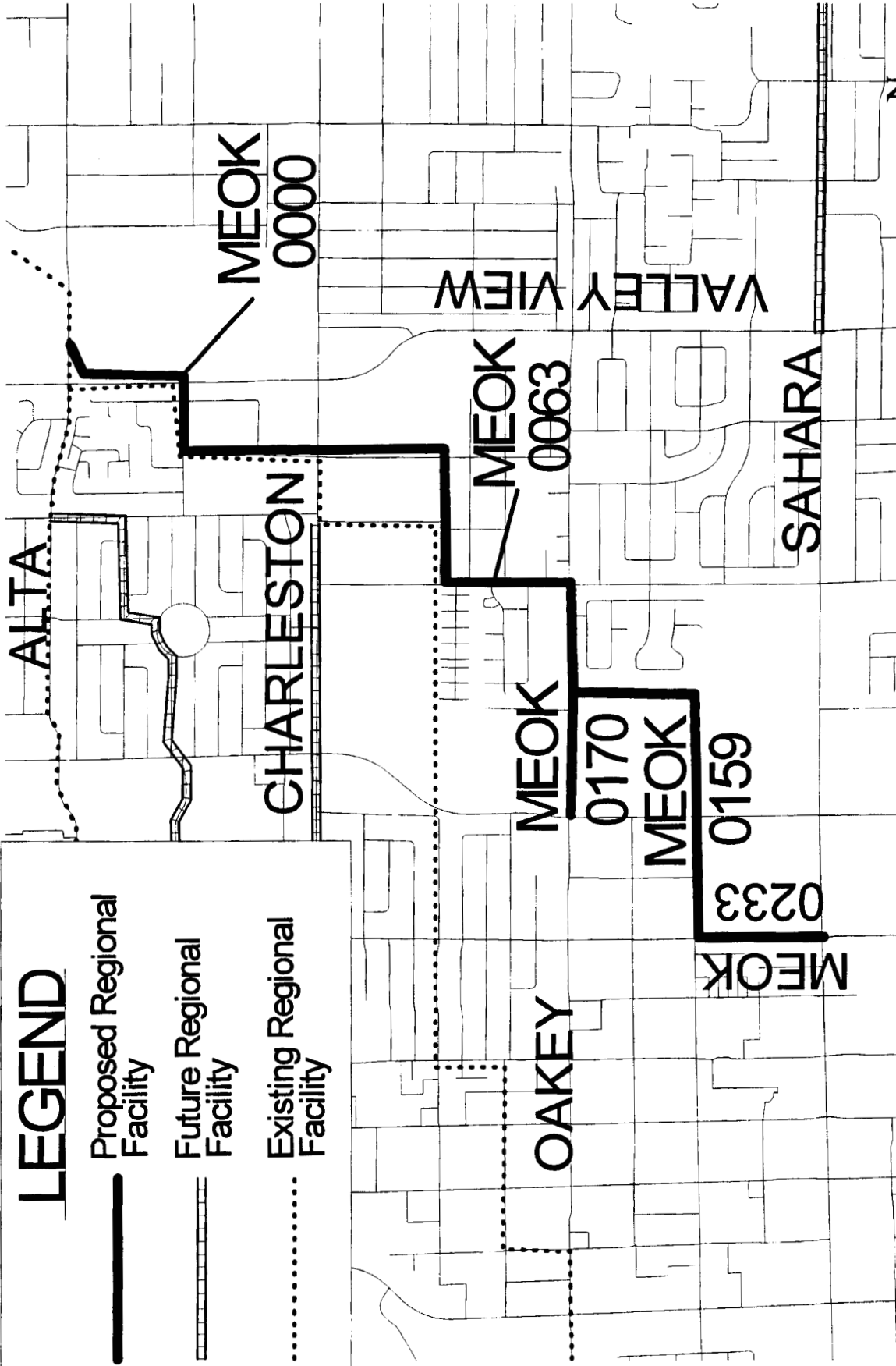
- b) Evaluate the constructability of alternative designs of specific segments of facility if requested by City of Las Vegas and approved by the District. Examples include locations with numerous physical constraints, such as busy roadway intersections or locations with numerous existing utilities.
- c) Perform an evaluation of selected design to determine impacts that construction activities will have on surrounding public, including residential, commercial, and related traffic constraints, if requested by City of Las Vegas and approved by the District.
- d) Develop a traffic control plan that best minimizes impacts to traveling public, including detours, signage (message boards), methods of notification to both residential and commercial owners.

# LEGEND

— Proposed Regional Facility

- - - Future Regional Facility

..... Existing Regional Facility



## EXHIBIT B Oakey Meadows Storm Drain

## **EXHIBIT C**

### **PROJECT TIME SCHEDULE**

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- |    |  |          |
|----|--|----------|
| 1. | Attend Kickoff Meeting with District                         | 03/09/04 |
| 2. | Attend Project Kickoff Meeting with District, CLV, and PBS&J | 03/23/04 |
| 3. | Provide written comments and attend meeting on 30% submittal | 09/13/04 |
| 4. | Provide written comments and attend meeting on 90% submittal | 08/01/05 |
| 5. | Provide written comments and attend meeting on 99% submittal | 12/14/05 |

## **EXHIBIT D**

### **CONSULTANT'S FEE SCHEDULE**

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<b>Name/Classification</b>	<b>HOURLY SALARY RANGES</b>
Greg Frehner, President	\$140.00
Jeff Tilton, Executive Vice President	\$125.00
Aaron Hastings, P.E., Consultant (Geotech)	\$140.00
Lori Quigley, Research Analyst	\$105.00
Roland Anderson, Staff Consultant	\$115.00

**EXHIBIT E**  
**ESTIMATE COSTS BY TASKS**

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**BASIC SERVICES**

TASK 1 – Conceptual Review (30%)	\$12,970.00
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TASK 2 – In-depth Review (90%)	\$18,050.00
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TASK 3 –Pre-final Review (99%)	\$ 1,980.00
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<b>SUBTOTAL – BASIC SERVICES</b>	<b>\$33,000.00</b>
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TASK 4 – Supplemental Services	<u>\$ 7,075.00</u>
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<b>TOTAL SERVICES</b>	<b>\$40,075.00</b>
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## SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

### OAKEY – MEADOWS STORM DRAIN

**THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 9th day of November, 2006 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT” and the CITY OF LAS VEGAS, hereinafter referred to as “CITY”.

### 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 the same as those identified in the Master Plan No. October 2002, Structures No. MEOK 0000, 0063, 0159, 0170 and 0233 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**, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

**WHEREAS**, the CITY wishes to increase funding and add a line item for right-of-way costs.

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

#### **SECTION II - PROJECT COSTS shall be revised to read as follows:**

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

1. The engineering and design shall not exceed \$2,010,354.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required and appraisals at a cost not to exceed \$50,000.

3. The total cost of the contract shall not exceed \$2,060,354 which includes all of the items described in the paragraphs above.
4. 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.
5. 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, paragraph 10 shall be revised to read as follows:**

10. The DISTRICT will pay the CITY, 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. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
  - b. Predesign Engineering (all work prior to design, excluding right-of-way)
  - c. Design Engineering
  - d. Construction Engineering
  - e. Construction (all work after award of construction contract)
  - f. Environmental: costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
  - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

The remainder of the original Interlocal Contract dated August 14, 2003, and the First Supplemental Interlocal Contract dated July 13, 2006 shall remain unchanged.

IN WITNESS WHEREOF, this Second Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

November 9, 2006  
ATTEST:

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier  
CAROLYN FRAZIER  
Secretary to the Board

Approved as to Form:

BY: Chris Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

\*\*\*\*\*

Date of Council Action:

CITY OF LAS VEGAS

December 6, 2006  
ATTEST:

BY: Oscar B. Goodman  
OSCAR B. GOODMAN, Mayor

Barbara Jo Ronemus  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM  
Thomas R. Green 11/15/06  
Thomas R. Green Date  
Deputy City Attorney

# LEGEND

- Proposed Regional Facility
- Future Regional Facility
- Existing Regional Facility

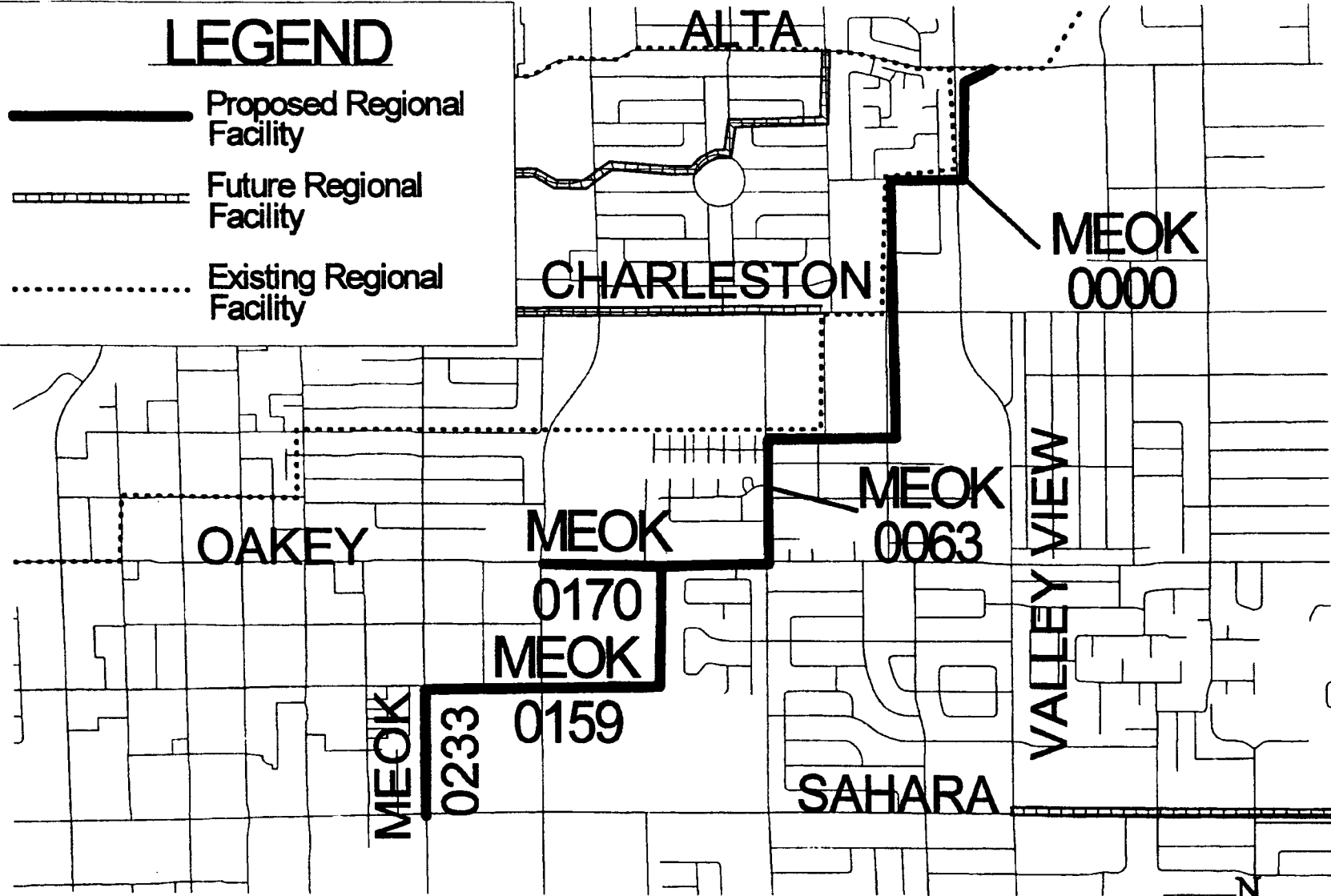


EXHIBIT A  
Oakley Meadows Storm Drain

## **THIRD SUPPLEMENTAL INTERLOCAL CONTRACT**

### **OAKEY – MEADOWS STORM DRAIN**

**THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 9<sup>th</sup> day of August, 2007 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT” and the CITY OF LAS VEGAS, hereinafter referred to as “CITY”.

### **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 the same as those identified in the Master Plan No. October 2002, Structures No. MEOK 0000, 0063, 0159, 0170 and 0233 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**, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

**WHEREAS**, the CITY wishes to increase funding for design engineering.

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

#### **SECTION II - PROJECT COSTS shall be revised to read as follows:**

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

1. The engineering and design shall not exceed \$4,670,354.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required and appraisals at a cost not to exceed \$50,000.

3. The total cost of the contract shall not exceed \$4,720,354 which includes all of the items described in the paragraphs above.
4. 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.
5. 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.

The remainder of the original Interlocal Contract dated August 14, 2003, the First Supplemental Interlocal Contract dated July 13, 2006 and the Second Supplemental Interlocal Contract dated November 9, 2006 shall remain unchanged.

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IN WITNESS WHEREOF, this Third Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

August 9, 2007  
ATTEST:

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier  
CAROLYN FRAZIER, Secretary

Approved as to Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

\*\*\*\*\*

Date of Council Action:

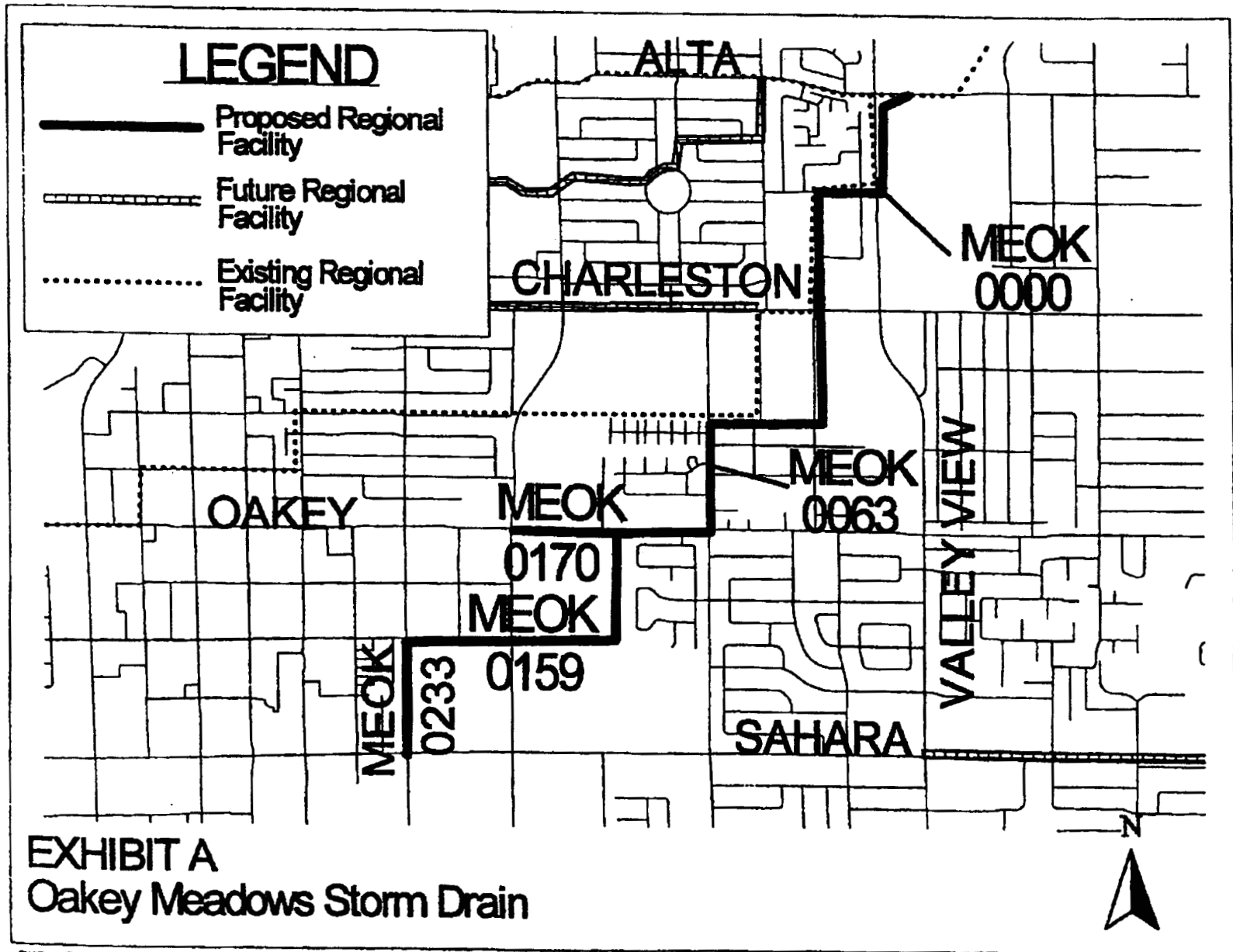
CITY OF LAS VEGAS

8/15/07  
ATTEST:

BY: Oscar B. Goodman  
OSCAR B. GOODMAN, Mayor

Beverly K. Bridges  
BEVERLY K. BRIDGES, CMC  
~~Acting~~ City Clerk

APPROVED AS TO FORM  
Thomas R. Green 8/21/07  
Thomas R. Green Date  
Deputy City Attorney



F:\Doc\Engineering\_Planning\Road\Review\CD\FDD\Oakley\_Meadows Storm Drain\Title



## **FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT**

### **Oakey – Meadows Storm Drain**

**THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 13th day of March, 2008 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT” and the CITY OF LAS VEGAS, hereinafter referred to as “CITY”.

### **WITNESSETH**

**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 the same as those generally identified in the Master Plan No. October 2002, Structures No. MEOK 0000, 0063, 0159, 0170 and 0233 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**, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

**WHEREAS**, the CITY wishes to increase funding for design engineering.

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

#### **SECTION II - PROJECT COSTS shall be revised to read as follows:**

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

1. The engineering and design shall not exceed \$4,970,354.
2. Preparation of right of way drawings, descriptions, title reports of the right-of-way required and appraisals at the cost not to exceed \$50,000.
3. The total cost of the contract shall not exceed \$ 5,020,354 which includes all of the items described in the paragraphs above.

4. 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.
5. 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.

The remainder of the original Interlocal Contract dated August 14, 2003, the First Supplemental Interlocal Contract dated July 13, 2006 and the Second Supplemental Interlocal Contract dated November 9, 2006 and the Third Supplemental dated August 9, 2007 shall remain unchanged.

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IN WITNESS WHEREOF, this Fourth Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

March 13, 2008  
ATTEST:

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier  
CAROLYN FRAZIER, Secretary

Approved as to Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

\*\*\*\*\*

Date of Council Action:

CITY OF LAS VEGAS

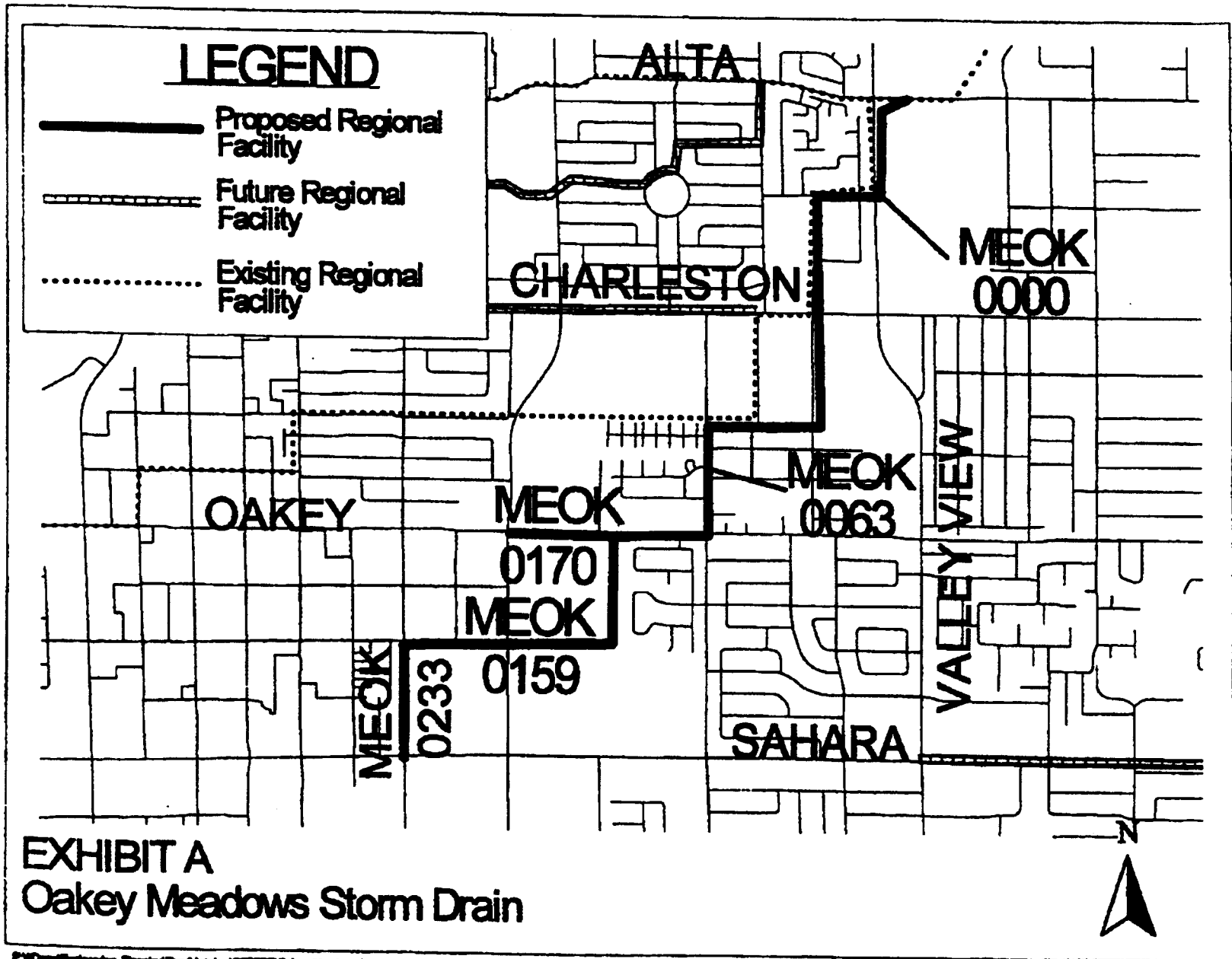
4-16-08  
ATTEST:

BY: Oscar B. Goodman  
OSCAR B. GOODMAN, Mayor

Beverly K. Bridges  
BEVERLY K. BRIDGES, CMC  
City Clerk

Approved as to form

John S. Ridilla 4/25/08  
John S. Ridilla Date  
Deputy City Attorney



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LAS.05.E.03

## FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT

### Oakey – Meadows Storm Drain

THIS INTERLOCAL CONTRACT made and entered into as of the 14<sup>th</sup> day of August, 2008 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT”, and the City of Las Vegas hereinafter referred to as “CITY”.

### WITNESSETH

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 the same as those generally identified in the 2002 Master Plan, as Structure Numbers MEOK 0000, 0063, 0159, 0170, and 0233, 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 Ten Year Construction Program; and

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

WHEREAS, the Interlocal Contract dated August 14, 2003 and Supplemental Interlocal Contracts dated July 13, 2006, November 9, 2006, August 9, 2007, and March 13, 2008 for the engineering design for Oakey – Meadows Storm Drain were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date.

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

### **SECTION III – GENERAL paragraph 15 shall be revised as follows:**

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2010. The DISTRICT may,

at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 14, 2003, the First Supplemental Interlocal Contract dated July 13, 2006, the Second Supplemental Interlocal Contract dated November 9, 2006, the Third Supplemental Interlocal Contract dated August 9, 2007, and the Fourth Supplemental Interlocal Contract dated March 13, 2008 shall remain unchanged.

IN WITNESS WHEREOF, this Fifth Supplemental Interlocal contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

August 14, 2008

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN, III, Chairman

ATTEST:

Carolyn Frazier  
CAROLYN FRAZIER  
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

\*\*\*\*\*

Date of Council Action:

CITY OF LAS VEGAS

BY: Oscar B. Goodman  
OSCAR B. GOODMAN, Mayor

ATTEST:

Beverly K. Bridges  
Beverly K. Bridges  
City Clerk

Approved as to form  
John S. Ridilla 9/05/08  
John S. Ridilla Date  
Deputy City Attorney

## LEGEND

- Proposed Regional Facility
- - - Future Regional Facility
- ..... Existing Regional Facility

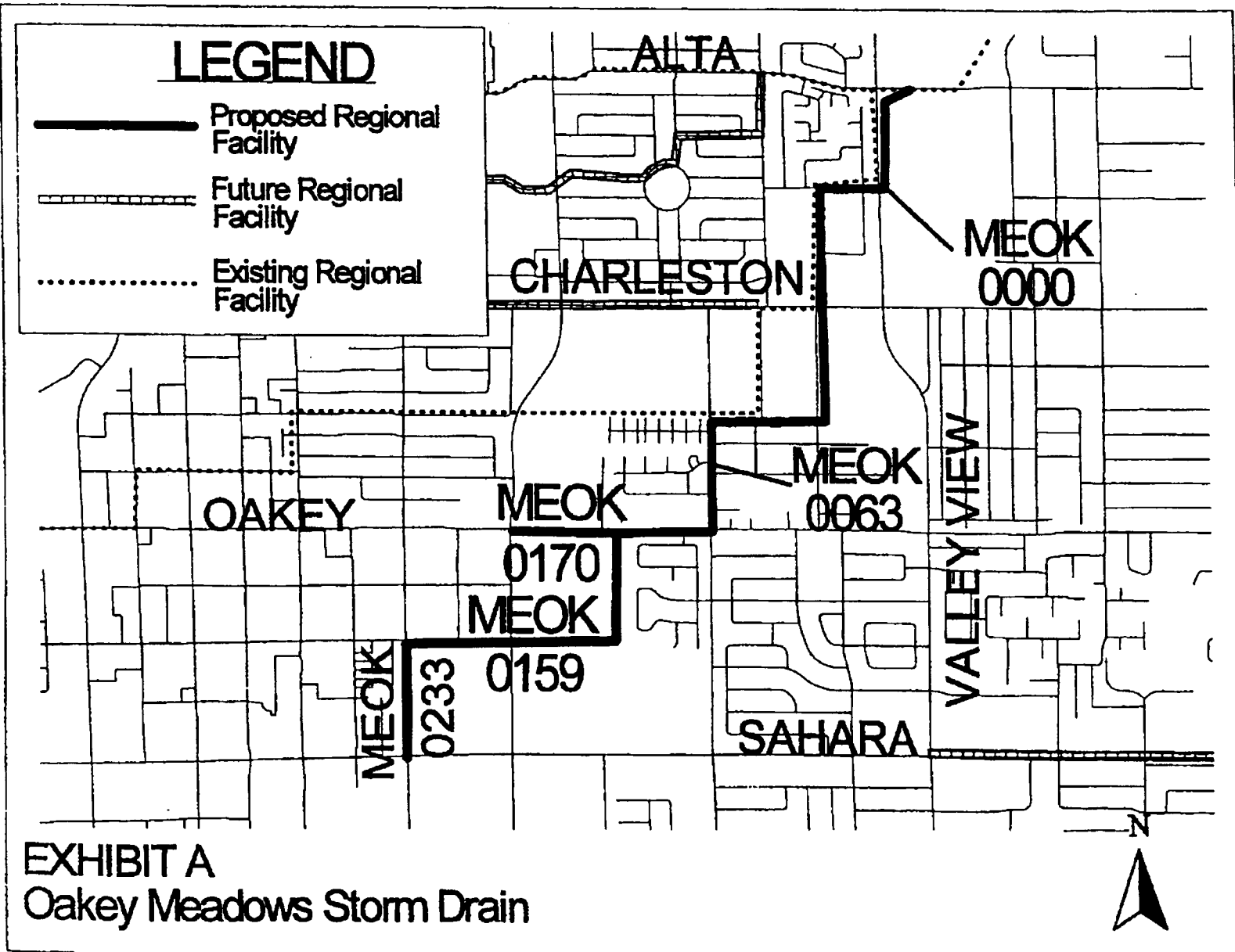


EXHIBIT A  
Oakley Meadows Storm Drain

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LAS.05.E.03

## SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT

### OAKEY – MEADOWS STORM DRAIN

THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 16<sup>th</sup> day of November, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT”, and the City of Las Vegas hereinafter referred to as “CITY”.

### WITNESSETH

**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 the same as those generally identified in the 2008 Master Plan, as Structure Numbers MEOK 0000, 0017, 0048, 0070, 0079, 0091, 0110, 0150, 0160, 0191, 0204, and 0217, and LCME 0026, 0028, 0040, 0070 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 Ten Year Construction Program; and

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

**WHEREAS**, the Interlocal Contract dated August 14, 2003 and Supplemental Interlocal Contracts dated July 13, 2006, November 9, 2006, August 9, 2007, March 13, 2008, and August 14, 2008 for the engineering design for Oakey – Meadows Storm Drain were entered into between the DISTRICT and the CITY; and

**WHEREAS**, the CITY wishes to extend the project completion date.

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

### **SECTION III – GENERAL paragraph 15 shall be revised as follows:**

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.



The remainder of the original Interlocal Contract dated August 14, 2003, the First Supplemental Interlocal Contract dated July 13, 2006, the Second Supplemental Interlocal Contract dated November 9, 2006, the Third Supplemental Interlocal Contract dated August 9, 2007, the Fourth Supplemental Interlocal Contract dated March 13, 2008, and the Fifth Supplemental Interlocal Contract dated August 14, 2008, shall remain unchanged.

**IN WITNESS WHEREOF**, the Parties have caused this Sixth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

Date of District Action

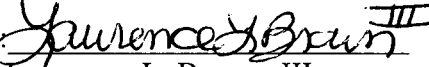
January 5, 2011

November 10, 2010

City of Las Vegas

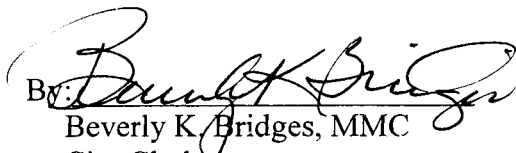
Regional Flood Control District

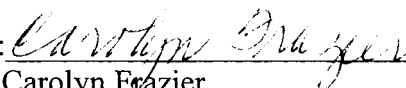
By:   
Oscar B. Goodman, Mayor

By:   
Lawrence L. Brown, III,  
Chairman

Attest

Attest

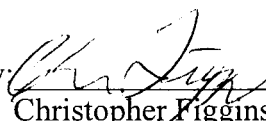
By:   
Beverly K. Bridges, MMC  
City Clerk

By:   
Carolyn Frazier  
Secretary to the Board

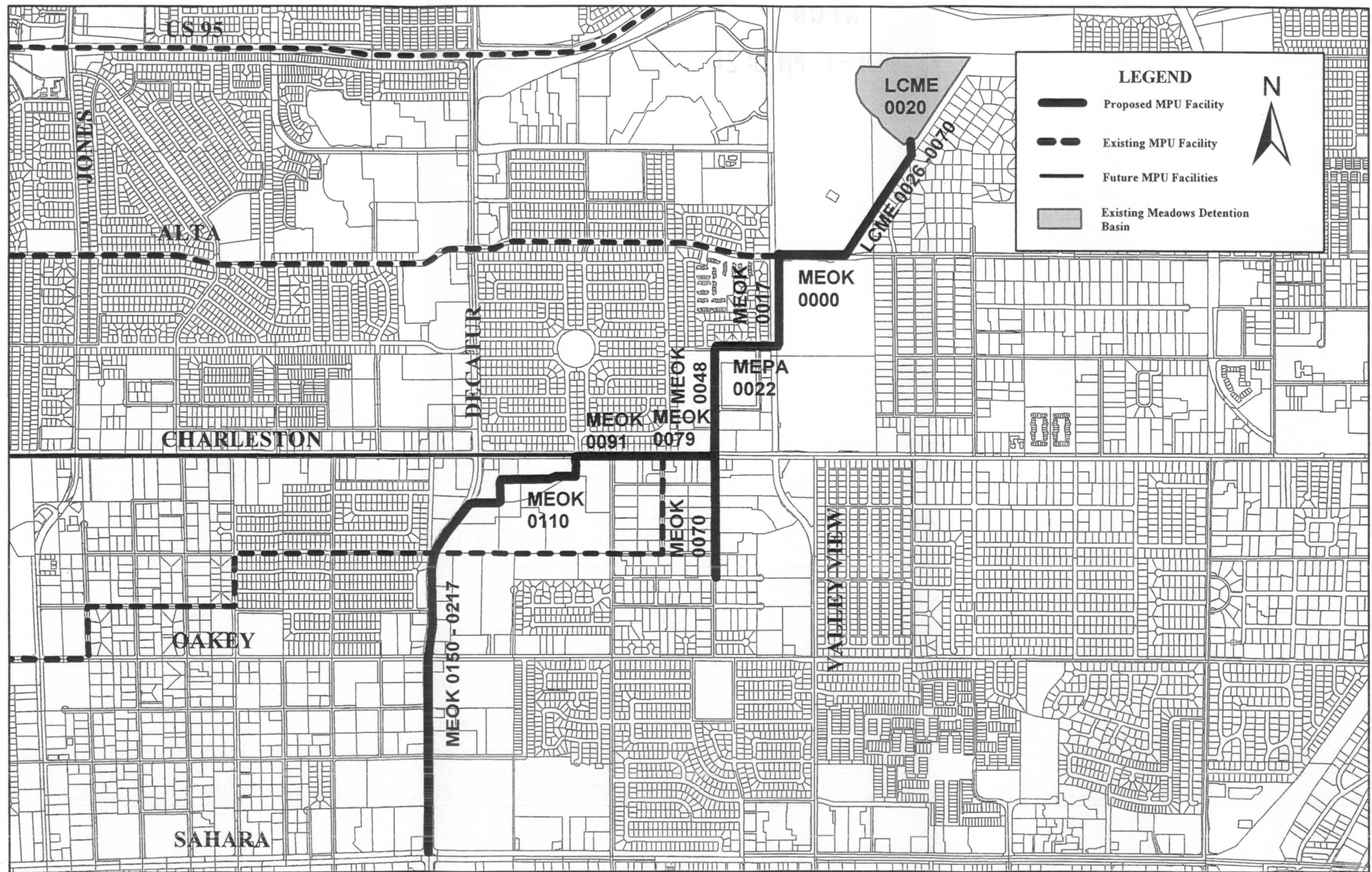
Approved as to Form

Approved as to Form

By: John S. Ridilla 11/29/10  
Deputy City Attorney Date  
John S. Ridilla  
Deputy City Attorney

By:  Nov 10, 2010  
Christopher Figgins Date  
Chief Deputy District Attorney

LAS05E03



**Exhibit A: Oakey - Meadows Storm Drain**  
**LAS 05E03**

## SEVENTH SUPPLEMENTAL INTERLOCAL CONTRACT

### OAKEY – MEADOWS STORM DRAIN

**THIS SEVENTH SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 12th day of April, 2012 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

### 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 the same as those generally identified in the 2008 Master Plan, as Structure Numbers MEOK 0000, 0017, 0048, 0070, 0079, 0091, 0110, 0150, 0160, 0191, 0204, and 0217, and LCME 0026, 0028, 0040, 0070 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 Ten Year Construction Program; and,

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

**WHEREAS**, the Interlocal Contract dated August 14, 2003 and Supplemental Interlocal Contracts dated July 13, 2006, November 9, 2006, August 9, 2007, March 13, 2008, August 14, 2008 and November 10, 2010 were entered into between the DISTRICT and the CITY; and,

**WHEREAS**, the CITY wishes to extend the project completion date.

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

#### **SECTION II – PROJECTS COSTS shall be revised to read as follows:**

1. The engineering and design shall not exceed \$4,970,354.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required and appraisals at the cost not to exceed \$50,000.

3. The total cost of this Contract shall not exceed \$5,020,354 which includes all the items described in the paragraphs above.
4. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.
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 paragraph 15 shall be revised as follows:**

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2016. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 14, 2003, the First Supplemental Interlocal Contract dated July 13, 2006, the Second Supplemental Interlocal Contract dated November 9, 2006, the Third Supplemental Interlocal Contract dated August 9, 2007, the Fourth Supplemental Interlocal Contract dated March 13, 2008, the Fifth Supplemental Interlocal Contract dated August 14, 2008 and the Sixth Supplemental Interlocal contract dated November 10, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Seventh Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

June 6, 2012

Date of District Action

April 12, 2012

City of Las Vegas

By: Carolyn Goodman  
Carolyn G. Goodman, Mayor

Regional Flood Control District

By: Lawrence L. Brown III  
LAWRENCE L. BROWN, III,  
Chairman

Attest

By: Beverly K. Bridges  
Beverly K. Bridges, MMC  
City Clerk

Attest

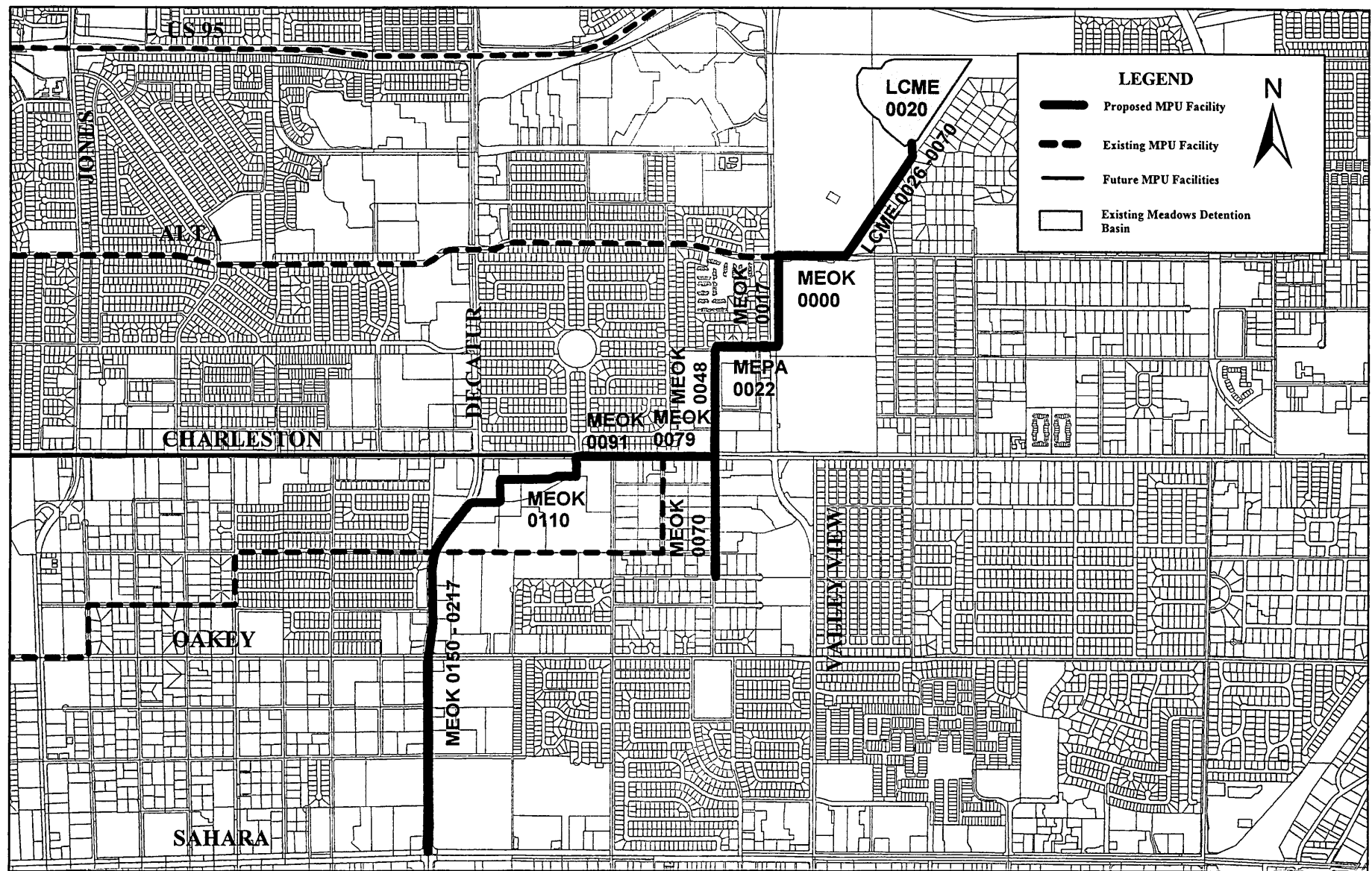
By: Carolyn Frazier  
Carolyn Frazier  
Secretary to the Board

Approved as to Form

By: John S. Ridilla 5/15/12  
Deputy City Attorney Date  
John S. Ridilla  
Deputy City Attorney

Approved as to Form

By: Christopher Figgins 5/15/12  
Christopher Figgins Date  
Chief Deputy District Attorney



**Exhibit A: Oakley - Meadows Storm Drain**  
**LAS 05E03**

## **EIGHTH SUPPLEMENTAL INTERLOCAL CONTRACT**

### **Oakey – Meadows Storm Drain**

**THIS EIGHTH SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 14th day of March, 2013 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

### **WITNESSETH**

**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 the same as those generally identified in the 2008 Master Plan, as Structure Numbers MEOK 0000, 0017, 0048, 0070, 0079, 0091, 0110, 0150, 0166, 0191, 0204, and 0217, and LCME 0026, 0028, 0040, 0070 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 Ten Year Construction Program; and,

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

**WHEREAS**, the Interlocal Contract dated August 14, 2003 and Supplemental Interlocal Contracts dated July 13, 2006, November 9, 2006, August 9, 2007, March 13, 2008, August 14, 2008, November 10, 2010 and April 12, 2012 were entered into between the DISTRICT and the CITY; and,

**WHEREAS**, the CITY wishes to increase project funding for engineering design and add a line item for pre-construction services.

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

#### **SECTION II – PROJECTS COSTS shall be revised to read as follows:**

1. The engineering and design shall not exceed \$5,320,354.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required and appraisals at the cost not to exceed \$50,000.

3. The pre-construction services shall not exceed \$100,000.
4. The total cost of this Contract shall not exceed \$5,470,354 which includes all the items described in the paragraphs above.
5. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.
6. 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.
7. 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.

The remainder of the original Interlocal Contract dated August 14, 2003, the First Supplemental Interlocal Contract dated July 13, 2006, the Second Supplemental Interlocal Contract dated November 9, 2006, the Third Supplemental Interlocal Contract dated August 9, 2007, the Fourth Supplemental Interlocal Contract dated March 13, 2008, the Fifth Supplemental Interlocal Contract dated August 14, 2008, the Sixth Supplemental Interlocal contract dated November 10, 2010 and the Seventh Supplemental Interlocal Contract dated April 12, 2012 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Eighth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

5/1/2013

Date of District Action

March 14, 2013

City of Las Vegas

Regional Flood Control District

By: CS Goodman  
Carolyn G. Goodman, Mayor

By: Lawrence L. Brown III  
LAWRENCE L. BROWN, III,  
Chairman

Attest

Attest

By: Beverly K. Bridges, MMC  
Beverly K. Bridges, MMC  
City Clerk

By: Carolyn Frazier  
Carolyn Frazier  
Secretary to the Board

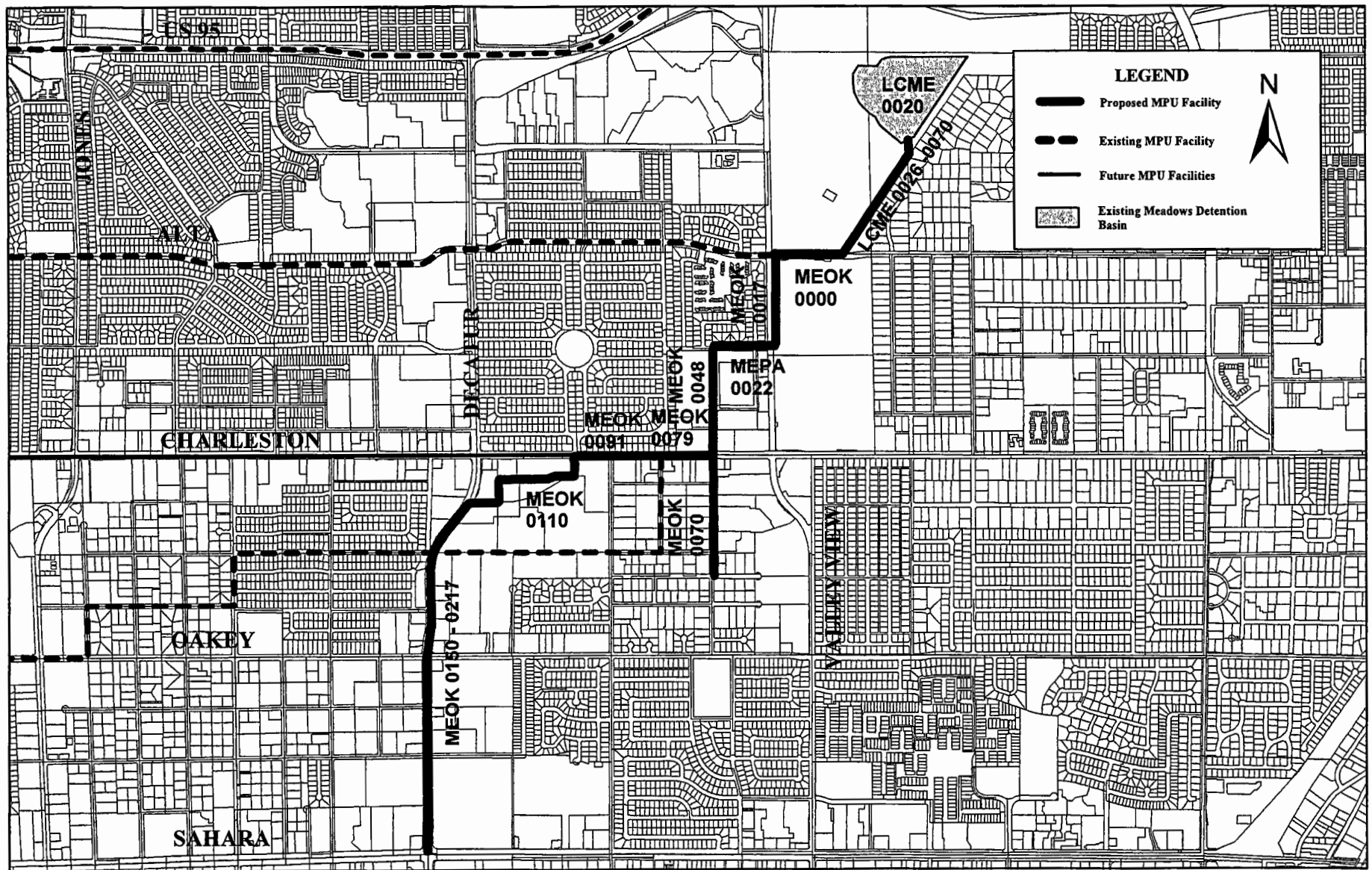
Approved as to Form

Approved as to Form

By: John S. Ridilla 4/1/13  
Deputy City Attorney Date

John S. Ridilla  
Deputy City Attorney

By: Christopher Figgins 3/14/2013  
Christopher Figgins Date  
Chief Deputy District Attorney



**Exhibit A: Oakey - Meadows Storm Drain**  
**LAS 05E03**

## NINTH SUPPLEMENTAL INTERLOCAL CONTRACT

### OAKEY – MEADOWS STORM DRAIN

**THIS NINTH SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 14<sup>th</sup> day of April, 2016 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

### WITNESSETH

**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 the same as those generally identified in the 2013 Master Plan, as Structure Numbers MEOK 0000, 0017, 0048, 0070, 0079, 0091, 0110, 0150, 0166, 0191, 0204, and 0217, and LCME 0026, 0028, 0040, 0070 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 Ten Year Construction Program; and,

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

**WHEREAS**, the Interlocal Contract dated August 14, 2003 and Supplemental Interlocal Contracts dated July 13, 2006, November 9, 2006, August 9, 2007, March 13, 2008, August 14, 2008, November 10, 2010, April 12, 2012 and March 12, 2013 were entered into between the DISTRICT and the CITY; and,

**WHEREAS**, the CITY wishes to extend the project completion date.

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

### **SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:**

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2017. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 14, 2003, the First Supplemental Interlocal Contract dated July 13, 2006, the Second Supplemental Interlocal Contract dated November 9, 2006, the Third Supplemental Interlocal Contract dated August 9, 2007, the Fourth Supplemental Interlocal Contract dated March 13, 2008, the Fifth Supplemental Interlocal Contract dated August 14, 2008, the Sixth Supplemental Interlocal contract dated November 10, 2010, the Seventh Supplemental Interlocal Contract dated April 12, 2012 and the Eighth Supplemental Interlocal Contract dated March 12, 2013 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Ninth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

June 1, 2016

Date of District Action

April 14, 2016

City of Las Vegas

Regional Flood Control District

By: [Signature]  
Carolyn G. Goodman, Mayor

By: [Signature]  
LAWRENCE L. BROWN, III,  
Chairman

Attest

Attest

By: [Signature]  
LuAnn D. Holmes, MMC  
City Clerk

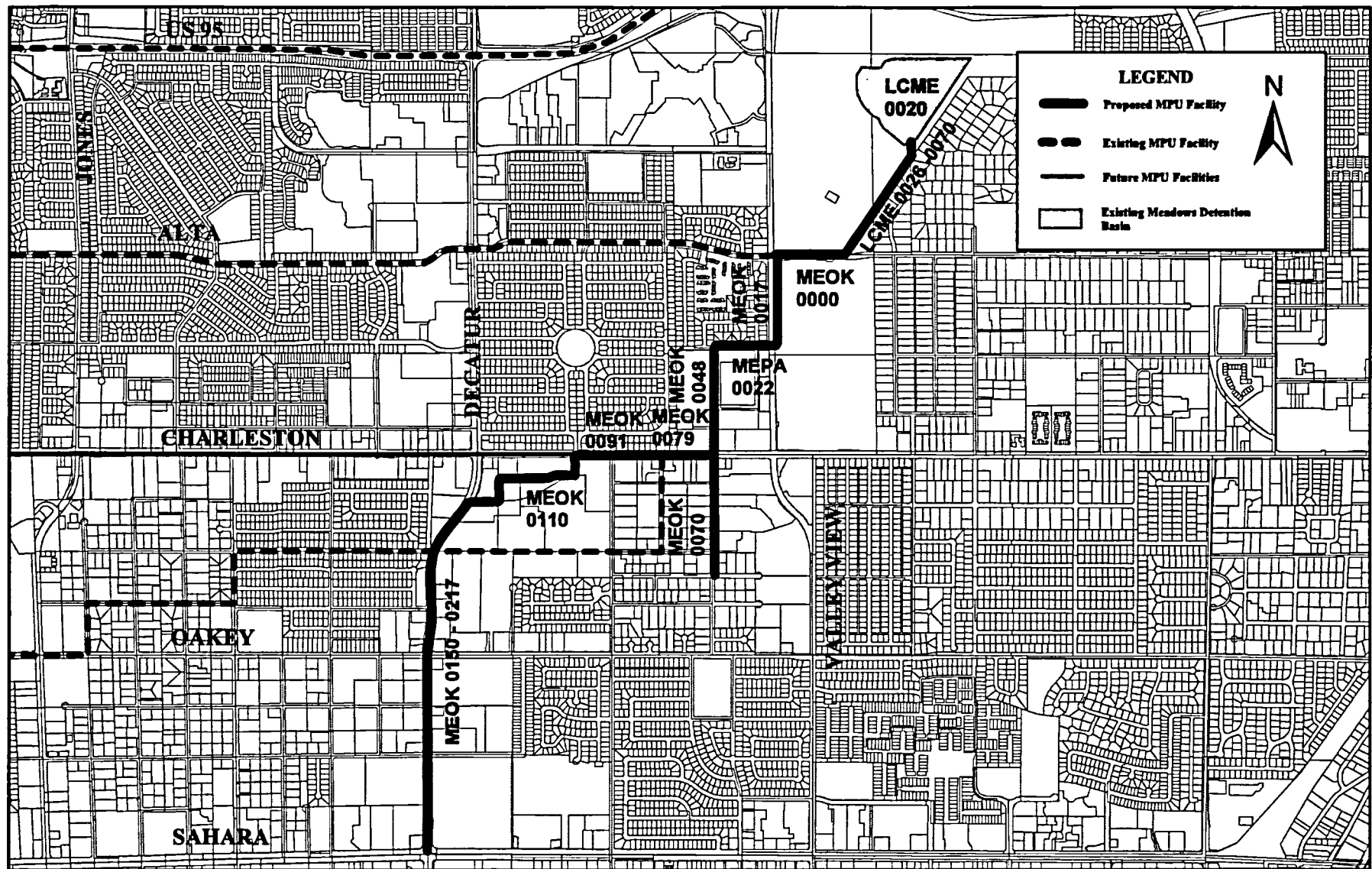
By: [Signature]  
Deanna Hughes  
Secretary to the Board

Approved as to Form

Approved as to Form

By: [Signature] 5/17/16  
Deputy City Attorney Date  
  
John S. Ridilla  
Deputy City Attorney

By: [Signature] 4/29/16  
Christopher Figgins Date  
Chief Deputy District Attorney



**Exhibit A: Oakey - Meadows Storm Drain  
LAS 05E03**

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**OAKEY – MEADOWS STORM DRAIN  
NINTH SUPPLEMENTAL INTERLOCAL CONTRACT – LAS05E03**

**RECOMMENDATION SUMMARY**

**STAFF:** Approve.

**TECHNICAL ADVISORY:** Approve.

**CITIZENS ADVISORY:** Approve.

**RFCD AGENDA  
ITEM #12c  
DATE: 04/14/16**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT  
AGENDA ITEM

**SUBJECT:**  
OAKLEY – MEADOWS STORM DRAIN

**PETITIONER:** DAVID N. BOWERS, DIRECTOR  
CITY OF LAS VEGAS PUBLIC WORKS

**RECOMMENDATION OF PETITIONER:**  
IT IS RECOMMENDED THAT THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT APPROVE THIS NINTH SUPPLEMENTAL INTERLOCAL CONTRACT FOR DESIGN TO EXTEND THE PROJECT COMPLETION DATE FOR THE OAKLEY – MEADOWS STORM DRAIN – LAS05E03 (FOR POSSIBLE ACTION)

**FISCAL IMPACT:** None by this action.

**BACKGROUND:**

On August 14, 2003, the District approved an Interlocal Contract for design associated with Oakley – Meadows Storm Drain project. On July 13, 2006, the First Supplemental Interlocal Contract extended the project completion date. On November 9, 2006, the Second Supplemental Interlocal Contract provided funding for costs associated with right-of-way activities. On August 9, 2007, the Third Supplemental Interlocal Contract provided additional funds for the engineering design of the project. On March 13, 2008, the Fourth Supplemental Interlocal Contract provided additional design funds. On August 14, 2008, the Fifth Supplemental Interlocal Contract extended the project completion date. On November 10, 2010, the Sixth Supplemental Interlocal Contract extended the project completion date. On April 12, 2012, the Seventh Supplemental Interlocal Contract extended the project completion date. On March 12, 2013, the Eighth Supplemental Interlocal Contract increased project funding and added preconstruction services. This Ninth Supplemental Interlocal Contract will extend the project completion date from June 30, 2016 to June 30, 2017 as additional time is needed to complete the project.

Respectfully submitted,

  
David N. Bowers, Director  
Department of Public Works

TAC AGENDA ITEM # 10c Date: 03/31/2016	RFCD AGENDA ITEM #12c Date: 04/14/2016
CAC AGENDA ITEM # 10c Date: 04/04/2016	



Regional Flood Control District  
AGENDA ITEM DEVELOPMENT

**Staff Discussion:**

Date: 03/21/16

**Oakey – Meadows Storm Drain  
Ninth Supplemental Interlocal Contract – LAS05E03**

The City of Las Vegas has submitted a request to approve a ninth supplemental interlocal contract for design engineering, right-of-way and preconstruction services to extend the project completion date from June 30, 2016 to June 30, 2017 for the Oakey – Meadows Storm Drain project.

Additional time is needed to complete the project. The District Attorney has reviewed the contract.

**Staff Recommendation:**

Approve.

**Discussion by Technical Advisory Committee:**

AGENDA  
#10c Date: 03/31/16

**Recommendation:**

Approve.

**Discussion by Citizens Advisory Committee:**

AGENDA  
#10c Date: 04/04/16

**Recommendation:**

Approve.