

INTERLOCAL CONTRACT FOR

RAWHIDE CHANNEL

THIS CONTRACT, made and entered into this 10th day of October, 1991, by and between the County of Clark, a political subdivision, hereinafter referred to as "COUNTY", and the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT".

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 Update of the Las Vegas Valley (August 1991.) as DCRH (Duck Creek - Rawhide Channel) 0000 to 0243 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is a priority project and has been approved by the DISTRICT on the fiscal year 1991-92 annual project priority list; and

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

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the COUNTY to proceed with the preliminary engineering and design for the PROJECT as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This interlocal contract applies to flood control facilities associated with the Rawhide Channel from McLeod Drive to Mountain Vista Street. The PROJECT shall consist of the design of seven channel crossings, up to 3,000 linear feet of channel, inlet and outlet structures, and other facilities as may be necessary to control flood waters along the Rawhide Channel between McLeod

SECTION II - PROJECT COSTS

The DISTRICT agrees to provide funding for project costs within the limits specified below:

1. Preliminary engineering and engineering design shall not exceed \$ 180,000.
2. The total cost of this Contract shall not exceed \$180,000 which includes the item described in paragraph one above.

A written request must be made to the DISTRICT and a supplemental interlocal contract approved to increase any of the amounts noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Flood Control District of Clark County as the funding agency.
2. The COUNTY will provide the DISTRICT with a project schedule indicating the anticipated dates for right-of-way acquisition, completion of final plans, specifications and estimates. This information shall be updated monthly.
3. The COUNTY will comply with the Local Government Purchasing Act, Chapter 332 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 performance bonds for the construction of the PROJECT.
6. The COUNTY shall provide 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
situation of the effectiveness and impacts of facilities on

7. Any and all applicable portions of the current DISTRICT Policies and Procedures will apply in developing this PROJECT unless specifically superceded by this contract.

- a. 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 make a payment to the COUNTY, its contractor, or its consultant, each month for PROJECT costs as outlined in the SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way
 - 1) Design
 - 2) Surveying
 - 3) Appraisals
 - 4) Negotiations
 - 5) Land Acquisition
 - 6) Legal Fees, Escrow, Stamps, Recording Fees, etc.

 - b. Predesign Engineering
 - 1) Planning activities related to predesign reports
 - 2) Predesign reports .
 - 3) Drafting and plan preparation
 - 4) Material testing ▪ exploration and investigations
 - 5) Surveying ▪ location, topographic, alignment and cross sections
 - 6) Review and checking
 - 7) Identifiable project reproduction and printing costs

 - c. Design Engineering
 - 1) Design reports
 - 2) Design and Specifications
 - 3) Drafting and plan preparation
 - 4) Material testing ▪ exploration and investigation
 - 5) Surveying ▪ location, topographic, alignment and cross sections
 - 6) Review and checking
 - 7) Identifiable project reproduction and printing costs

- d. Construction (all work after award of construction contract)
 - 1) Inspection
 - 2) Supervision
 - 3) Contractor payments
 - 4) Material testing - quality control
 - 5) Surveying - construction stakeout and control
 - 6) Force accounts
 - i) Labor
 - ii) Equipment
 - iii) Materials
 - e. Operation and Maintenance
 - 1) Inspection
 - 2) Supervision
 - 3) Contractor payments
 - 4) Material testing
 - 5) Surveying
 - 6) Force accounts
 - i) Labor
 - ii) Equipment
 - iii) Materials
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 year period, the COUNTY shall keep records for permanent storage in original form or in the microfilm/fiche media.
12. The DISTRICT reserves the right to review and/or audit all records pertaining to the PROJECT both during and after PROJECT completion.
13. The COUNTY 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. Any costs found to be improperly allocated to the PROJECT will be refunded by the COUNTY to the DISTRICT.
15. The COUNTY as the administering agency will provide the DISTRICT with the information required in NRS 543.580 and shall present that information orally to the Citizens Advisory Committee, Technical Advisory Committee, and the Board of Directors.
16. The item covered in paragraph one of SECTION II - PROJECT COSTS must be


Contract after thirty (30) days notice and may require all sums advanced to the COUNTY be repaid.

17. The COUNTY at its own discretion may use the services of a consultant for the completion of the work identified in SECTION I - SCOPE OF PROJECT, and the DISTRICT will not be a party to such agreement. However, the use of any consultant will not entitle the COUNTY to additional funds beyond that specified in SECTION II - PROJECT COSTS as hereinabove set forth.

18. The COUNTY will provide the DISTRICT with preliminary plans, specifications and estimates for review and comments.

ATTEST:

CLARK COUNTY
BOARD OF COUNTY COMMISSIONERS


LORETTA BOWMAN, County Clerk

BY: 
JAY BINGHAM, Chairman

Date of Commission Action:

October 15, 1991

ATTEST:

REGIONAL FLOOD CONTROL DISTRICT



DEANNA LEFKO, Secretary

BY: 
MICHAEL R. HARRIS, Chairman

Date of District Action:

OCT 10 1991

Approved as to Legality and Form:

BY: 
CHRISTOPHER EIGGINS
Deputy District Attorney

CLAO2E91

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT

AGENDA ITEM

SUBJECT:

FINAL ACCOUNTING REPORTS AND PROJECT CLOSEOUTS

RECOMMENDATION SUMMARY

STAFF: Accept.

TECHNICAL ADVISORY: Accept.

CITIZENS ADVISORY: Accept.

**RFCD AGENDA
ITEM # 07
Date: 10/13/94**

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT**

AGENDA ITEM

SUBJECT: FINAL ACCOUNTING REPORT AND PROJECT CLOSEOUT
PETITIONER: GALE WM. FRASER, II, P.E., GENERAL MANAGER/CHIEF ENGINEER

RECOMMENDATION OF PETITIONER: THAT THE BOARD ACCEPT THE FINAL ACCOUNTING REPORT AND CLOSE OUT THE INTERLOCAL AGREEMENT
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FISCAL IMPACT:
\$100,193.23 - Return to Fund 286

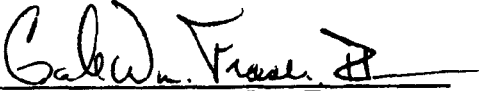
BACKGROUND:

Final accounting reports have been prepared for District funded projects which have been completed. The attached reports represent an accurate accounting of the charges and the remaining balances. Upon approval, no additional funds can be expended for these projects.

The final accounting report has been prepared and approved by the corresponding entities for the following projects:

<u>PROJECT</u>	<u>ENTITY</u>	<u>BALANCE</u>
Rawhide Channel McLeod to Mountain Vista (CLA.02.E.91)	Clark County	\$13,009.26
Duck Creek Bridges LaCasita - Tomiyasu (CLA.05.A.91)	Clark County	40,756.53
Moapa Valley Logan & Benson Wash (MOA.02.A.89)	Clark County	0.00
Moapa Valley Logan Wash Construction (MOA.02.B.92)	Clark County	0.00
Gowan Detention Basin Outfall Structure (NLV.04.A.89)	North Las Vegas	<u>46,427.44</u> \$100,193.23

Respectfully submitted,


Gale Wm. Fraser, II, P.E.
General Manager/Chief Engineer
0929clos.itm

TAC AGENDA ITEM # 09 Date: 09/29/94	RFCD AGENDA ITEM # 7 Date: 10/13/94
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CAC AGENDA
ITEM #08
DATE: 10/03/94

**Clark County Regional Flood Control District
Final Accounting Report**

09/16/94

Project Number: **CLA02E91** Project Fund: **443**

Project Name: **Rawhide Channel Mleod to Mtn. Vista**

Interlocal Value: **\$180,000.00**

Interlocal Funding Allocation (\$)

<i>Right of Way</i>	<i>Predesign</i>	<i>Design</i>	<i>Construction</i>	<i>Construction Engineering</i>	<i>Other</i>
0	0	180,000	0	0	0

Amount Spent by Category (\$)

Design 126,020.60
126,020.60

Summary

Interlocal Agreement:	\$180,000.00
Minus Amount Spent:	157,990.74 166,990.74
Amount to be Returned for Future Use:	<u>13,009.26</u>

Charles [Signature]

Concur: *AS No 80*

Accepted and Approved:

[Signature]

[Signature]

Accounting/Engineering

Public Works Director Date