

INTERLOCAL CONTRACT FOR  
FLAMINGO WASH BRIDGE  
AT PARADISE ROAD

THIS CONTRACT, made and entered into this 12th day of July, 1990, by and between the County of Clark, a political subdivision, hereinafter referred to as "COUNTY", the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", the City of Henderson, a municipal corporation, the City of Las Vegas, a municipal corporation, and the City of North Las Vegas, a municipal corporation.

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 Phase II of the Master Plan as structure No. 3054, a bridge located on Flamingo Wash at Paradise Road, 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 project priority list.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the construction of the PROJECT as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This interlocal contract applies to flood control improvements associated with the Flamingo Wash at Paradise Road bridge structure. The basic improvements shall consist of a bridge, channel, lining, that road reconstruction necessary for the proper transition of existing pavements and those road improvements directly above the limits of the bridge structure, and other appurtenances as may be necessary to control flood waters in the Flamingo Wash in the Flamingo Wash at Paradise Road.

## SECTION II • PROJECT COSTS

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

1. The preliminary engineering, engineering design and construction engineering shall not exceed \$97,800 or 15 percent of the construction cost, whichever is less.
2. Construction at a cost not to exceed \$652,200.
3. The total cost of this agreement shall not exceed \$750,000 which includes all the items described in paragraphs one and two 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. Preliminary engineering, design and right-of-way engineering shall be performed by the COUNTY or by a consultant employed by the COUNTY.
3. The design, construction right-of-way acquisition and contract administration of the PROJECT shall comply with all applicable laws, regulations, ordinances, standards, and the current Policies and Procedures adopted by the DISTRICT unless specifically superceded by this Agreement.
4. 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.
5. The COUNTY will provide the DISTRICT with preliminary plans, specifications and estimates for review and comments.

6. The COUNTY will comply with the Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes.
7. The COUNTY will require appropriate performance bonds for the construction of the PROJECT.
8. The DISTRICT will make a payment to the COUNTY or its contractor 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

9. Accurate documentation of all work done and payments made will be maintained by the COUNTY for a period of three (3) years after final project approval and payment. Following the three year period, the COUNTY should submit all project information to the DISTRICT for permanent storage.
10. The DISTRICT reserves the right to review and/or audit all records pertaining to the PROJECT both during and after PROJECT completion.
11. 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 Agreement and hereby holds the DISTRICT harmless therefrom.
12. Any costs found to be improperly allocated to the PROJECT will be refunded by the COUNTY to the DISTRICT.
13. The items covered in paragraphs one and two of SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 1991. The DISTRICT may, at any time thereafter, either grant an extension of time or terminate this agreement and require all sums advanced to the COUNTY be repaid.
14. The COUNTY at its own discretion may use the services of a consultant for the preliminary engineering, design and right-of-way engineering on the 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.
15. Impacted entities and the DISTRICT shall have the opportunity to support the COUNTY with their input 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.

. The COUNTY as the administering agency will provide the DISTRICT with the information required in NRS 543.580.

ATTEST:

I TA BOWMAN, County Clerk  
B

CLARK COUNTY  
BOARD OF COUNTY COMMISSIONERS

BY: B. L. Woodbury  
BRUCE L. WOODBURY, Chairman

Date of Commission Action:

August 7, 1990

ATTEST:

Catherine A. Rasmussen  
ELLEN KELLER, Secretary

REGIONAL FLOOD CONTROL DISTRICT  
BY: James Seastrand  
BRUCE L. WOODBURY, Chairman

Date of District Action:

July 12, 1990

ATTEST:

Eileen M. Sevigny  
EILEEN M. SEVIGNY, City Clerk

CITY OF NORTH LAS VEGAS  
BY: James Seastrand  
JAMES SEASTRAND, Mayor

Date of Council Action:

AUGUST 15, 1990

ATTEST:

Kathleen M. Tighe  
KATHLEEN TIGHE, City Clerk

CITY OF LAS VEGAS  
BY: Ron Lurie  
RON LURIE, Mayor OK 9-4-90 RLW

Date of Council Action:

- - 90

ATTEST:

Dorothy A. Vondenbrink  
DOROTHY VONDENBRINK, City Clerk

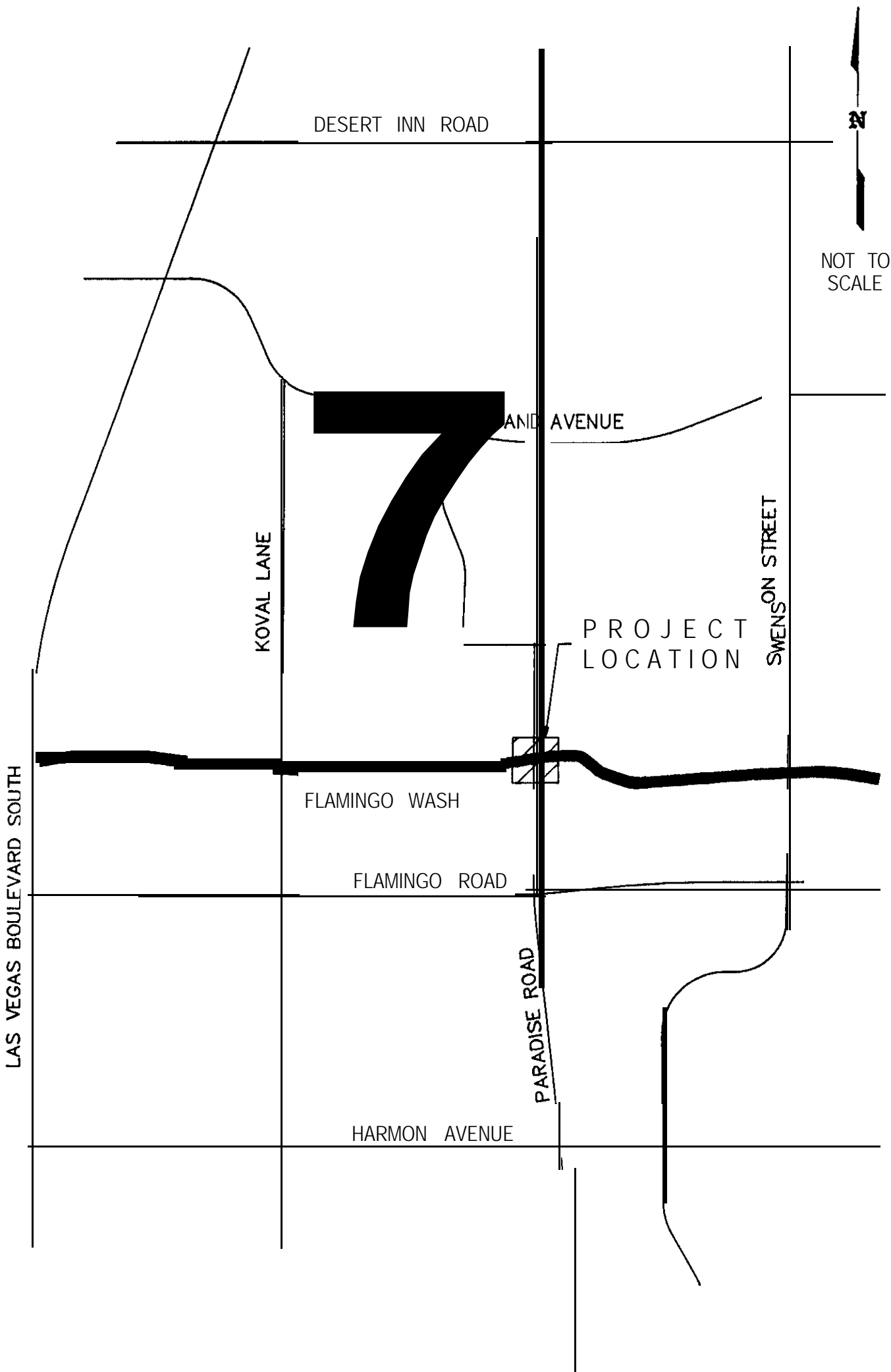
CITY OF HENDERSON  
BY: Andy Hafen  
LORNA KESTERSON, Mayor  
BY: ANDY HAFEN, Mayor Pro-Tern

Date of Council Action:

August 1, 1990

Approved as to Legality and Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Deputy District Attorney



LAS VEGAS BOULEVARD SOUTH

DESERT INN ROAD

KIVAL LANE

AND AVENUE

PROJECT LOCATION

SWENSON STREET

FLAMINGO WASH

FLAMINGO ROAD

PARADISE ROAD

HARMON AVENUE

NOT TO SCALE

N

EXHIBIT "A"

INTERLOCAL CONTRACT FOR  
FLAMINGO WASH BRIDGE  
AT PALOS VERDE STREET

THIS CONTRACT, made and entered into this 12th day of July, 1990, by and between the County of Clark, a political subdivision, hereinafter referred to as "COUNTY", the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", the City of Henderson, a municipal corporation, the City of Las Vegas, a municipal corporation, and the City of North Las Vegas, a municipal corporation.

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 Phase II of the Master Plan, Amendment No. 88-1, a bridge on Flamingo Wash at Palos Verde Street, 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 project priority list.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the construction of the PROJECT as it is mutually understood and agreed as follows:

SECTION I • SCOPE OF PROJECT

This inter-local contract applies to flood control improvements associated with the Flamingo Wash at Palos Verde bridge structure. The basic improvements shall consist of a bridge, channel, lining, that road reconstruction necessary for the proper transition of existing pavements and those road improvements directly above the limits of the bridge structure, and other appurtenances as may be necessary to control flood waters in the Flamingo Wash at Palos Verde Street.

## SECTION II - PROJECT COSTS

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

1. The preliminary engineering, engineering design and construction engineering shall not exceed \$58,000 or 15 percent of the construction cost, whichever is less.
2. Construction at a cost not to exceed \$392,000.
3. The total cost of this agreement shall not exceed \$450,000 which includes all the items described in paragraphs one and two 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. Preliminary engineering, design and right-of-way engineering shall be performed by the COUNTY or by a consultant employed by the COUNTY.
3. The design, construction right-of-way acquisition and contract administration of the PROJECT shall comply with all applicable laws, regulations, ordinances, standards, and the current Policies and Procedures adopted by the DISTRICT unless specifically superceded by this Agreement.
4. 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.
5. The COUNTY will provide the DISTRICT with preliminary plans, specifications and estimates for review and comments.



6. The COUNTY will comply with the Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes.
7. The COUNTY will require appropriate performance bonds for the construction of the PROJECT.
8. The DISTRICT will make a payment to the COUNTY or its contractor 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

9. Accurate documentation of all work done and payments made will be maintained by the COUNTY for a period of three (3) years after final project approval and payment. Following the three year period, the COUNTY should submit all project information to the DISTRICT for permanent storage.
10. The DISTRICT reserves the right to review and/or audit all records pertaining to the PROJECT both during and after PROJECT completion.
11. 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 Agreement and hereby holds the DISTRICT harmless therefrom.
12. Any costs found to be improperly allocated to the PROJECT will be refunded by the COUNTY to the DISTRICT.
13. The items covered in paragraphs one and two of SECTION II • PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 1991. The DISTRICT may, at any time thereafter, either grant an extension of time or terminate this agreement and require all sums advanced to the COUNTY be repaid.
14. The COUNTY at its own discretion may use the services of a consultant for the preliminary engineering, design and right-of-way engineering on the 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.
15. Impacted entities and the DISTRICT shall have the opportunity to support the COUNTY with their input 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.

16. The COUNTY as the administering agency will provide the DISTRICT with the information required in NRS 543.580.

ATTEST:

Loretta Bowman  
LORETTA BOWMAN, County Clerk

CLARK COUNTY  
BOARD OF COUNTY COMMISSIONERS

BY: B. L. Woodbury  
BRUCE L. WOODBURY, Chairman

Date of Commission Action:

August 7, 1990

ATTEST:

Catherine A. Raymond  
ELLEN KELLER, Secretary

REGIONAL FLOOD CONTROL DISTRICT

BY: Bruce L. Woodbury  
BRUCE L. WOODBURY, Chairman

Date of District Action:

July 12, 1990

ATTEST:

Eileen M. Seivigny  
EILEEN M. SEIVIGNY, City Clerk

CITY OF NORTH LAS VEGAS

BY: James Seastrand  
JAMES SEASTRAND, Mayor

Date of Council Action:

AUGUST 15, 1990

ATTEST:

Kathleen M. Tighe  
KATHLEEN TIGHE, City Clerk

CITY OF LAS VEG

BY: 3. X ! ! - -  
RON LURIE, Mayor OK 9-4-90 RLW

Date of Council Action:

-1-90

ATTEST:

Dorothy D. Vondenbrink  
DOROTHY VONDENBRINK, City Clerk

CITY OF HENDERSON

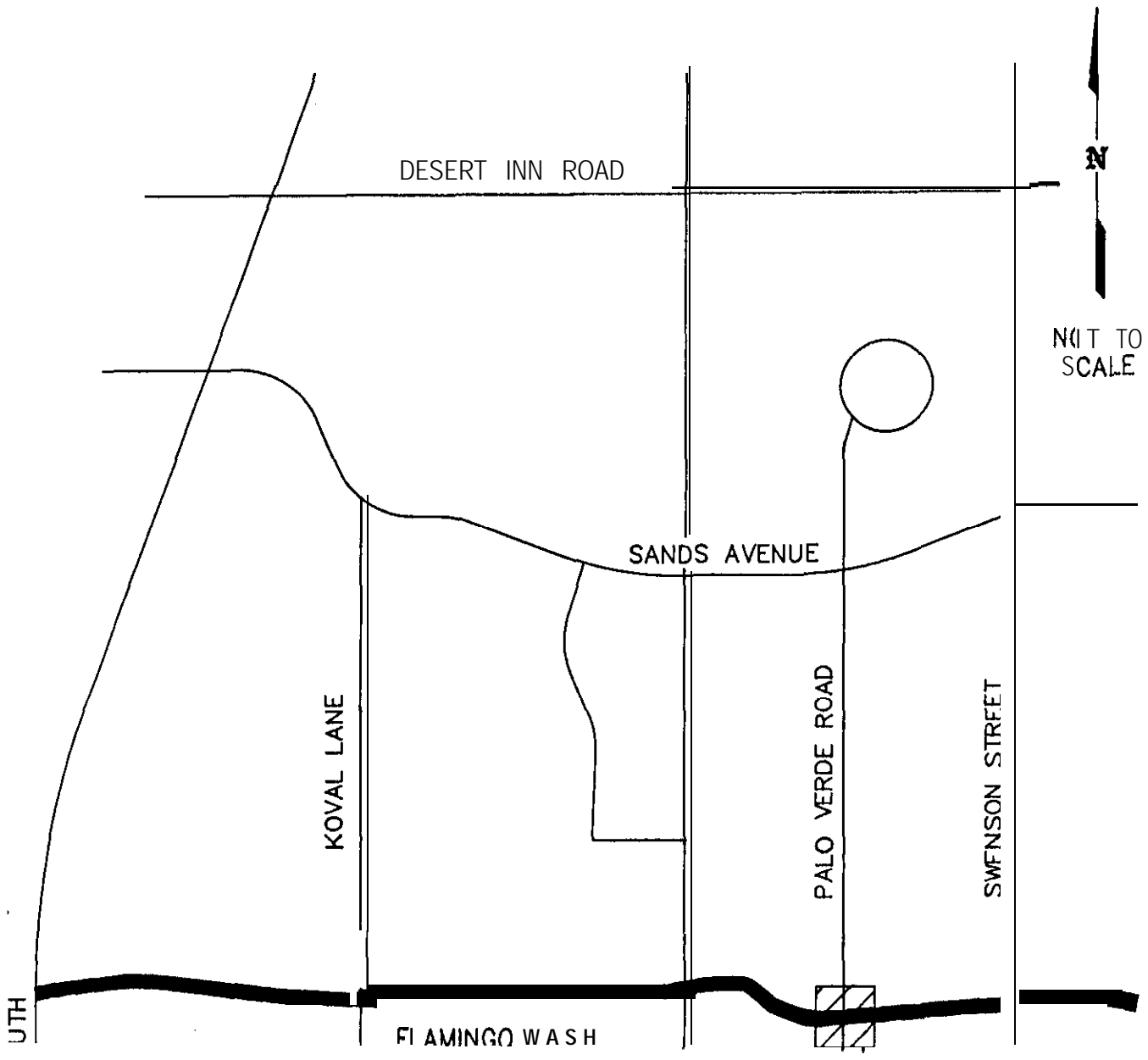
BY: Andy Hafen  
LORNA KESTERSON, Mayor  
BY: ANDY HAFEN, Mayor Pro-Tern

Date of Council Action:

August 7, 1990

Approved as to Legality and Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Deputy District Attorney



CLA.04.C.90

FLAMINGO WASH BRIDGES AT  
PARADISE ROAD & PALOS VERDE STREET

THIS SUPPLEMENTAL CONTRACT, made and entered into this 7<sup>th</sup> day of May, 1991, by and between the County of Clark, a political subdivision, hereinafter referred to as "COUNTY", the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", the City of Henderson, a municipal corporation, the City of Las Vegas, a municipal corporation, and the City of North Las Vegas, a municipal corporation.

W I T N E S S E T H

WHEREAS, on July 12, 1990 the DISTRICT approved Interlocal Contracts to provide funds for the design and construction of the Flamingo Wash Bridges at Paradise Road and Palos Verde Street identified and shown on the attached Exhibit "A"; and

WHEREAS, the design of the Flamingo Wash Bridges at Paradise Road and Palos Verde Street is near completion; and

WHEREAS, it is necessary to provide additional funds to relocate utilities, construct an energy dissipator at the Paradise Road Bridge outlet, and excavate and grade the channel to construct the Flamingo Wash Bridges at Paradise Road and Palos Verde Street; and

WHEREAS, it is appropriate to combine the two interlocal contracts, dated July 12, 1990, into a single contract for the design and construction of the Bridges on Flamingo Wash at Paradise Road and Palos Verde Street.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises hereto, it is mutually understood and agreed to supplement and combine the Interlocal Contracts approved July 12, 1990 as follows:

SECTION I - SCOPE OF PROJECT shall read as follows:

This interlocal contract applies to flood control improvements associated with the Flamingo Wash at Paradise Road and Palos Verde Street bridge structures. The basic improvements shall consist of bridges, channel, lining, that road reconstruction necessary for the proper transition of existing pavements and

those road improvements directly above the limits of the bridge structure, and other appurtenances as may be necessary to control flood waters in the Flamingo Wash at Paradise Road and Palos Verde Street. The flood control improvements proposed at Flamingo Wash and Palos Verde Street are the same as those identified in Phase II of the Master Plan Amendment No. 88-1. The flood control improvements proposed at Flamingo Wash and Paradise Road are the same as those identified in Phase III of the Master Plan as Structure No. 3054.

SECTION II - PROJECT COSTS shall read as follows:

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

1. The preliminary engineering, engineering design and construction engineering shall not exceed \$195,000 or 15 percent of the construction cost, whichever is less.
2. Construction at a cost not to exceed \$1,305,000.
3. The total cost of this agreement shall not exceed \$1,500,000 which includes all the items described in paragraphs one and two 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. Preliminary engineering, design and right-of-way engineering shall be performed by the COUNTY or by a consultant employed by the COUNTY.
3. The design, construction right-of-way acquisition and contract administration of the PROJECT shall comply with all applicable laws, regulations, ordinances, standards, and the current Policies and Procedures adopted by the DISTRICT unless specifically superceded by this Contract.

4. 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.
5. The COUNTY will provide the DISTRICT with preliminary plans, specifications and estimates for review and comments.
6. The COUNTY will comply with the Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes.
7. The COUNTY will require appropriate performance bonds for the construction of the PROJECT.
8. The DISTRICT will make a payment to the COUNTY or its contractor 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
9. Accurate documentation of all work done and payments made will be maintained by the COUNTY for a period of three (3) years after final project approval and payment. Following the three year period, the COUNTY should submit all project information to the DISTRICT for permanent storage.
10. The DISTRICT reserves the right to review and/or audit all records pertaining to the PROJECT both during and after PROJECT completion.
11. 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.
12. Any costs found to be improperly allocated to the PROJECT will be refunded by the COUNTY to the DISTRICT.
13. The items covered in paragraphs one and two of SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 1991. The DISTRICT may, at any time thereafter, either grant an extension of time or terminate this Contract and require all sums advanced to the COUNTY be repaid.
14. The COUNTY at its own discretion may use the services of a consultant for the preliminary engineering, design and right-of-way engineering on the 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.
15. Impacted entities and the DISTRICT shall have the opportunity to support the COUNTY with their input 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.
16. The COUNTY as the administering agency will provide the DISTRICT with the information required in NRS 543.580.



17. This Supplemental Inter-local Contract supercedes and replaces the two inter-local contracts dated July 12, 1990 between the parties herein for the design and construction of the Flamingo Wash Bridge at Palos Verde Street and for the design and construction of the Flamingo Wash Bridge at Paradise Road.

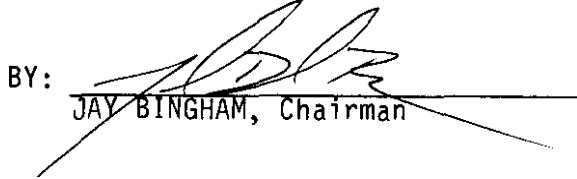
ATTEST:

  
LORETTA BOWMAN, County Clerk

Date of Commission Action:

My 7, 1991

CLARK COUNTY  
BOARD OF COUNTY COMMISSIONERS

BY:   
JAY BINGHAM, Chairman

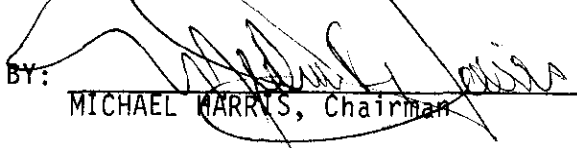
ATTEST:

  
CATHERINE A. RAZOR, Secretary

Date of District Action:

APR 1 1 1991

REGIONAL FLOOD CONTROL DISTRICT

BY:   
MICHAEL HARRIS, Chairman

ATTEST:

  
EILEEN M. SEVIGNY, City Clerk

Date of Council Action:

APR 1 7 1991

CITY OF NORTH LAS VEGAS

BY:   
JAMES SEASTRAND, Mayor

ATTEST:

  
KATHLEEN TIGHE, City Clerk

Date of Council Action:

MAY 0 1 1991

CITY OF LAS VEGAS

BY:   
RON LURIE, Mayor OK 5-23-91 RFW

ATTEST:

  
DOROTHY VONDENBRINK, City Clerk LMC

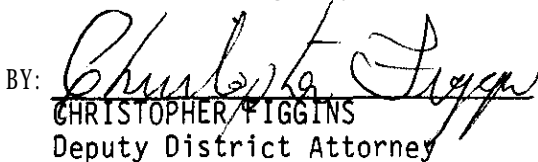
Date of Council Action:

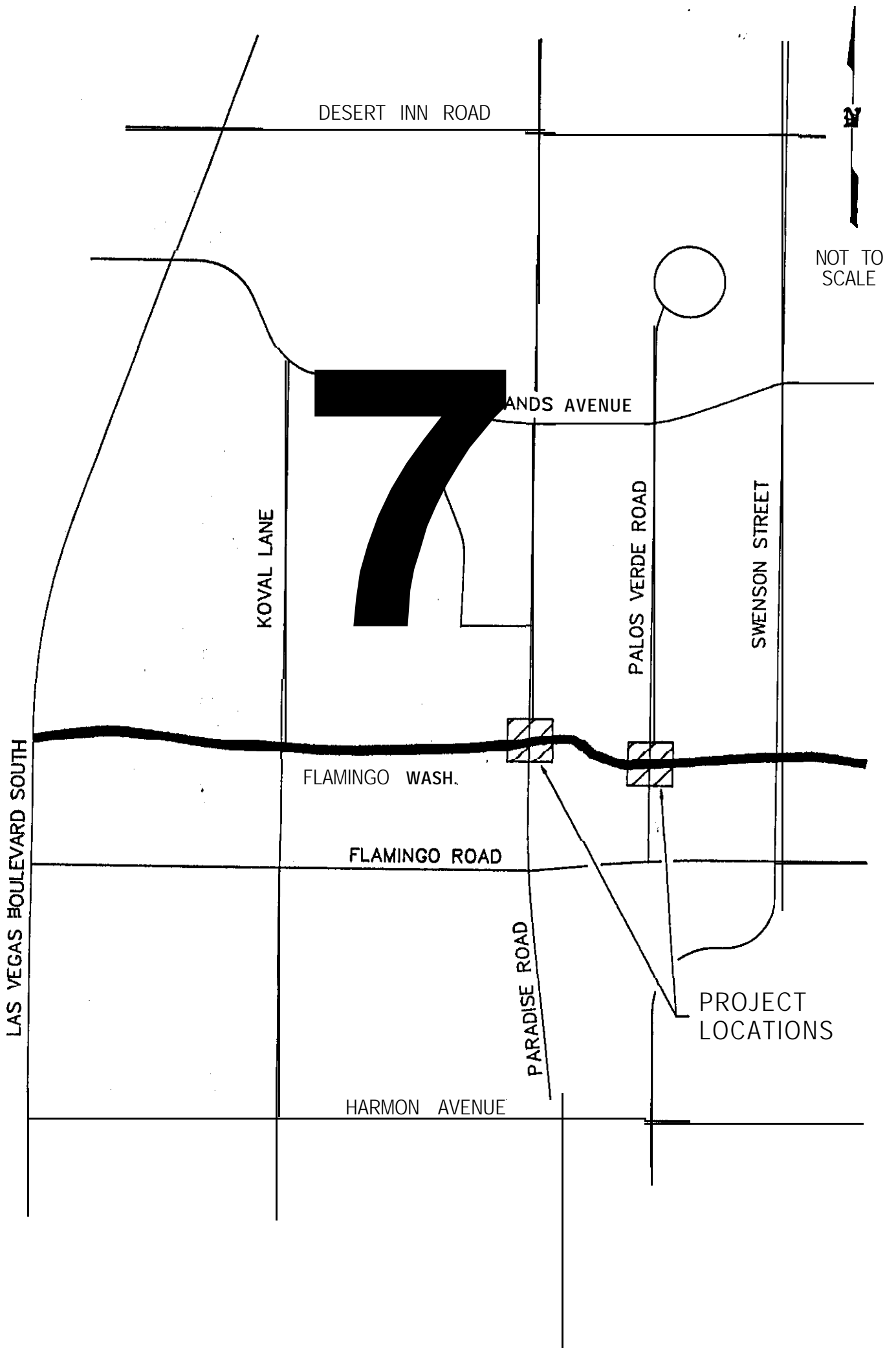
May 14, 1991

CITY OF HENDERSON

BY:   
LORNA KESTERSON, Mayor

Approved as to Legality and Form:

BY:   
CHRISTOPHER FIGGINS  
Deputy District Attorney



**EXHIBIT "A"**

SUPPLEMENTAL INTERLOCAL CONTRACT NO. ? FOR

FLAMINGO WASH BRIDGES AT

PARADISE ROAD & PALOS VERDE STREET

THIS SUPPLEMENTAL CONTRACT NO. 2, made and entered into this 13<sup>th</sup> day of June, 1991, by and between the County of Clark, a political subdivision, hereinafter referred to as "COUNTY", the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", the City of Henderson, a municipal corporation, the City of Las Vegas, a municipal corporation, and the City of North Las Vegas, a municipal corporation.

W I T N E S S E T H

WHEREAS, on July 12, 1990 the DISTRICT approved Interlocal Contracts to provide funds for the design and construction of the Flamingo Wash Bridges at Paradise Road and Palos Verde Street identified and shown on the attached Exhibit "A"; and

WHEREAS, on April 11, 1991, the DISTRICT approved a Supplemental Interlocal Contract which combined and superceded the Interlocal Contracts approved July 12, 1990; and

WHEREAS, bids for the construction of the Flamingo Wash Bridges at Paradise Road and Palos Verde Street have been received; and

WHEREAS, it is necessary to provide additional funding for construction contingencies and for the relocation of a sign.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises hereto, it is mutually understood and agreed to supplement the Supplemental Interlocal Contract approved April 11, 1991.

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

1. The preliminary engineering, engineering design and construction engineering shall not exceed 8232,000 or 15 percent of the construction cost, whichever is less.
2. Construction at a cost not to exceed \$1,480,000.
3. The total cost of this agreement shall not exceed \$1,702,000 which includes all the items described in paragraphs one and two above.

A written request must be made to the DISTRICT and a suolemental interlocal contract aporoved to increase anv of the amounts noted above orior to payment of any additional funds.

The remainder of the Suolemental Interlocal Contract aooroved Aoril 11. 1991 remains unchanqed.

ATTEST:

Loretta Bowman  
LORETTA BOWMAN, County Clerk

Date of Commission Action:

July 2, 1991

CLARK COUNTY  
BOARD OF COUNTY COMMISSONERS

BY: Jay Bingham  
JAY BINGHAM, Chairman

ATTEST:

Catherine A. Razor  
CATHERINE A. RAZOR, Secretary

Date of District Action:

JUN 13 1991

REGIONAL FLOOD CONTROL DISTRICT

BY: Michael Harris  
MICHAEL HARRIS, Chairman

ATTEST:

Eileen M. Seigney  
EILEEN M. SEIGNY, City Clerk

Date of Council Action:

JUL 3 1991

CITY OF NORTH LAS VEGAS

BY: James Seastrand  
JAMES SEASTRAND, Mayor

ATTEST:

Kathleen Tighe  
KATHLEEN TIGHE, City Clerk

Date of Council Action:

JUL 03 1991

CITY OF LAS VEGAS

BY: Jan Laverty Jones  
~~RON LURIE, Mayor~~ ~~ORIN-17A1RAW~~  
JAN LAVERTY JONES, MAYOR

ATTEST:

Colleen Bell  
DOROTHY VONJENBRINK, City Clerk  
BY: COLLEEN BELL, ASS'T. CITY CLERK  
Date of Council Action:

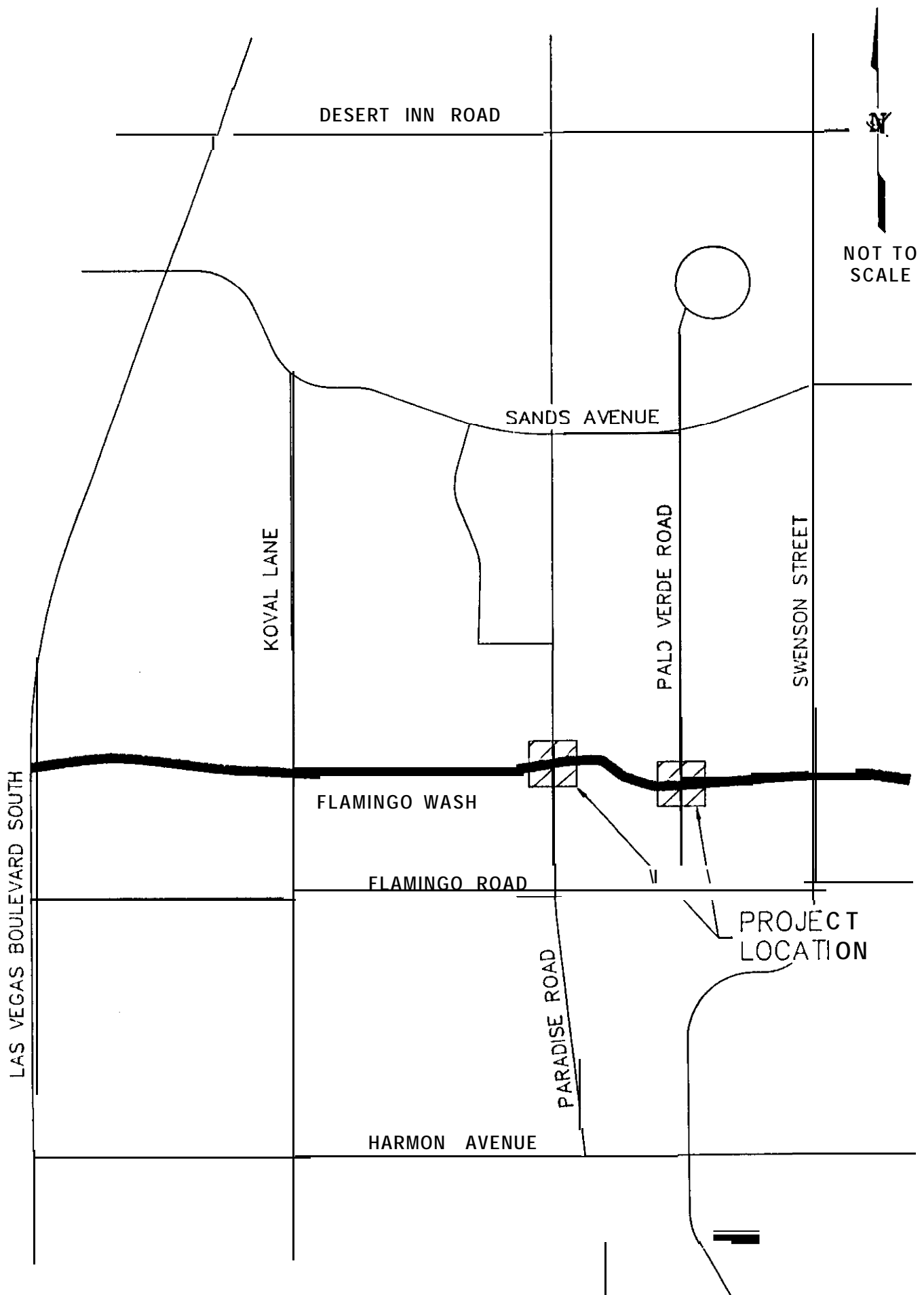
July 2, 1991

Approved as to Legality and Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Deputy District Attorney

CITY OF HENDERSON

BY: Lorna Kesterson  
LORNA KESTERSON, Mayor



**EXHIBIT "A"**

SUPPLEMENTAL INTERLOCAL CONTRACT WO. 3 FOR  
FLAMINGO WASH BRIDGES AT  
PARADISE ROAD & PALOS VERDE STREET

THIS SUPPLEMENTAL CONTRACT NO. 3, made and entered into this  
14<sup>th</sup> day of May, 1992, by and between the County of  
Clark, a political ~~subdivision~~, hereinafter referred to as  
"COUNTY", the Clark County Regional Flood Control District,  
hereinafter referred to as "DISTRICT", the City of Henderson, a  
municipal corporation, the city of Las Vegas, a municipal  
corporation, and the City of Worth Las Vegas, a municipal  
corporation.

W I T N E S S B T H

WHEREAS, on July 12, 1990 the DISTRICT approved Interlocal  
Contracts to provide funds for the design and construction of the  
Flamingo Wash Bridges at Paradise Road and Palos Verde Street  
identified and shown on the attached Exhibit "A"; and

WHEREAS, on April 11, 1991, the DISTRICT approved a  
Supplemental Interlocal Contract which combined and superceded  
the Interlocal Contracts approved July 12, 1990; and

WHEREAS, on June 13, 1991 the DISTRICT approved Supplemental Interlocal Contract No. 2 which provides additional funds for construction contingencies and the relocation of a sign: and

WHEREAS, it is necessary to provide additional funding for engineering due to excessive rainfall which has delayed construction and required additional observation during reconstruction and clean-up following these events.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises hereto, it is mutually understood and agreed to supplement the Supplemental Interlocal Contract approved April 11, 1991 as supplemented June 13, 1991.

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

1. The preliminary engineering, engineering design and construction engineering shall not exceed \$222,000 or 17 percent of the construction cost, whichever is less.
2. Construction at a cost not to exceed \$1,480,000.
3. The total cost of this agreement shall not exceed \$1,702,000 which includes all the items described in paragraphs one and two 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.

The item covered in Section II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 1, 1992. The DISTRICT may, anytime thereafter, either grant an extension of time or terminate this Contract and require all sums advanced to the COUNTY be repaid.

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The remainder of the Supplemental Interlocal Contract approved April 11, 1991 remains unchanged.

ATTEST:

*Loretta Bowman*  
LORETTA BOWMAN, County Clerk

Date of Commission Action:

JUN 16 1992

CLARK COUNTY  
BOARD OF COUNTY COMMISSIONERS

BY: *Jay Bingham*  
JAY BINGHAM, Chairman

ATTEST:

*Deanna Lefko*  
DEANNA LEFKO, Secretary

Date of District Action:

May 14, 1992

REGIONAL FLOOD CONTROL DISTRICT

BY: *Michael Harris*  
MICHAEL HARRIS, Chairman

ATTEST:

*Eileen M. Sevigny*  
EILEEN M. SEVIGNY, City Clerk

Date of Council Action:

June 3, 1992

CITY OF NORTH LAS VEGAS

BY: *James Seastrand*  
JAMES SEASTRAND, Mayor

ATTEST:

*Kathleen Tighe*  
KATHLEEN TIGHE, City Clerk

Date of Council Action:

JUN 03 1992

CITY OF LAS VEGAS

BY: *Jan Laverty Jones*  
JAN LAVERTY JONES, Mayor OK 7-13-92 RAW

ATTEST:

*Dorothy Wondenbrink*  
DOROTHY WONDENBRINK, City Clerk

Date of Council Action:

June 2 1992

CITY OF HENDERSON

BY: *Lorna Kesterson*  
LORNA KESTERSON, Mayor

Approved as to Legality and Form:

BY: *Christopher Figins*  
CHRISTOPHER FIGINS, Deputy District Attorney

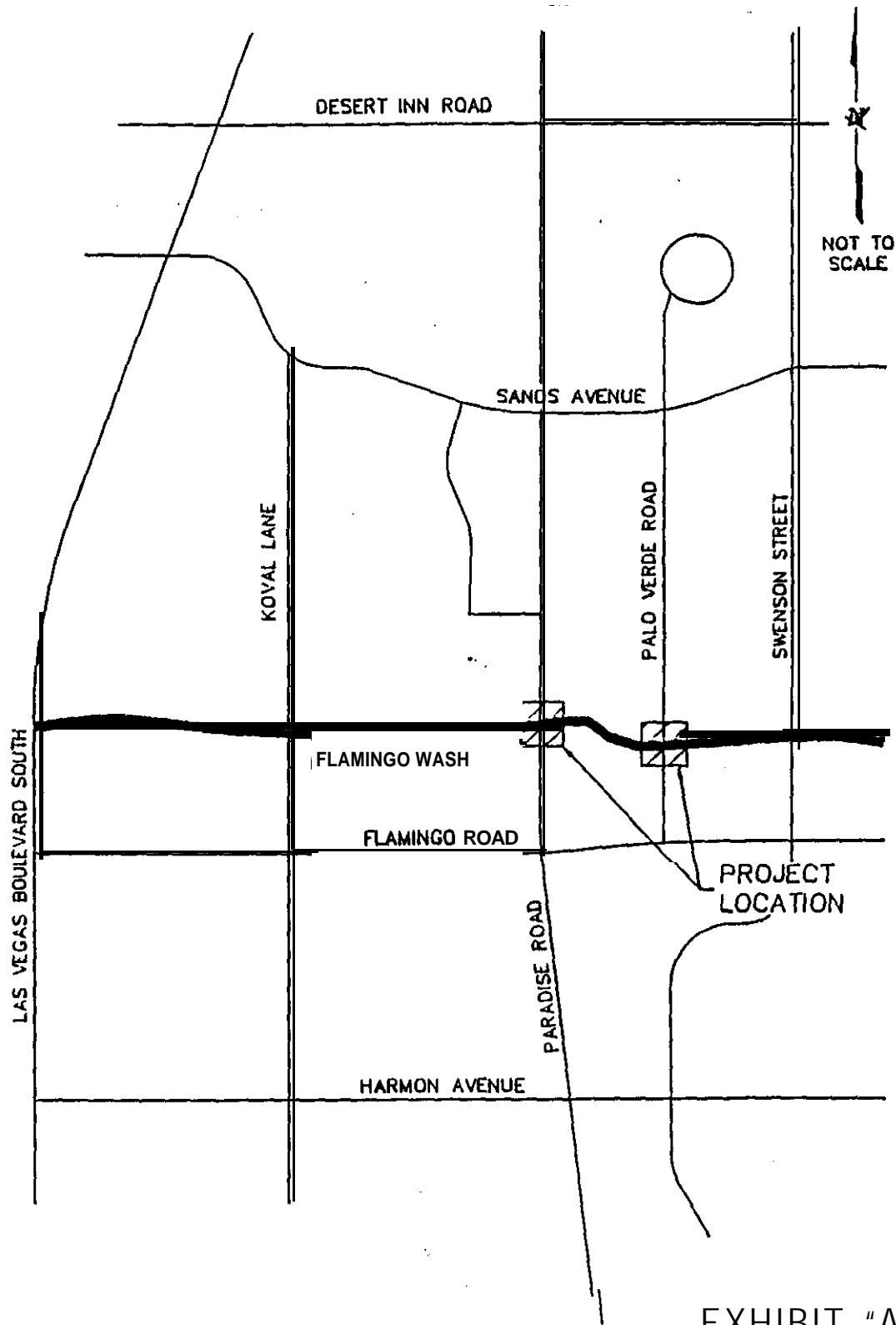


EXHIBIT "A"

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4 FOR  
FLAMINGO WASH BRIDGES AT  
PARADISE ROAD & PALOS VERDE STREET

THIS SUPPLEMENTAL CONTRACT NO. 4, made and entered into this // \*day of February, 1993, by and between the County of Clark, a political subdivision, hereinafter referred to as "COUNTY", the Clark County Regional Flood Control District, hereinafter referred to as "**DISTRICT**", the City of Henderson, a municipal corporation, the City of Las Vegas, a municipal corporation, and the City of North Las Vegas, a municipal corporation.

W I T N E S S E T H

WHEREAS, on July 12, 1990 the DISTRICT approved Interlocal Contracts to provide funds for the design and construction of the Flamingo Wash Bridges at Paradise Road and Palos Verde Street identified and shown on the attached Exhibit "**A**"; and

WHEREAS, on April 11, 1991, the DISTRICT approved a Supplemental Interlocal Contract which combined and superseded the Interlocal Contracts approved July 12, 1990; and

WHEREAS, Supplemental Inter-local Agreement Numbers 2 and 3 were approved on June 13, 1991 and May 14, 1992 respectively, providing funds for construction and construction engineering; and

WHEREAS, it is necessary to provide additional funding for construction engineering and construction change orders;

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises hereto, it is mutually understood and agreed to supplement the Supplemental Interlocal Contracts approved April 11, 1991 as supplemented June 13, 1991, and May 14, 1992.

PARAGRAPHS 1, 2 AND 3 OF SECTION II - PROJECT COSTS shall be revised to read as follows:

1. The preliminary engineering, engineering design, and construction engineering shall not exceed \$255,000 or 17 percent of the construction cost, whichever is less.
2. Construction at a cost not to exceed \$1,497,000.
3. The total cost of this agreement shall not exceed \$1,752,000 which includes all the items described in paragraph one and two 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.

PARAGRAPH 13 OF SECTION III - GENERAL shall be revised to read as follows:

13. The items covered in Section II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to July 1, 1993. The DISTRICT may, anytime thereafter, either grant an extension of time or terminate this contract and require all sums advanced to the COUNTY be repaid.

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The remainder of the Interlocal Contract as approved remains unchanged.

ATTEST:

*Loretta Bowman*  
LORETTA BOWMAN, County Clerk

Date of Commission Action:

CLARK COUNTY  
BOARD OF COUNTY COMMISSIONERS

BY: *[Signature]*  
JAY BINGHAM, Chairman

ATTEST:

*Deanna Lefko*  
DEANNA LEFKO, Secretary

Date of District Action:

FEB. 11 1993

REGIONAL FLOOD CONTROL DISTRICT

BY: *[Signature]*  
MICHAEL HARRIS, Chairman

ATTEST:

*Eileen M. Sevigny*  
EILEEN M. SEVIGNY, City Clerk

Date of Council Action:

March 3, 1993

CITY OF NORTH LAS VEGAS

BY: *[Signature]*  
JAMES SEASTRAND, Mayor

ATTEST:

*Kathleen Tighe*  
KATHLEEN TIGHE, City Clerk

Date of Council Action:

March 2, 1993

CITY OF LAS VEGAS

BY: *[Signature]*  
JAN LAVERTY JONES, Mayor  
OK  
VS  
3-24-93

ATTEST:

*Colleen Bell*  
COLLEEN BELL, CMC, CITY CLERK

Date of Council Action:

CITY OF HENDERSON

BY: *[Signature]*  
LORNA KESTERSON, Mayor

Approved as to Legality and Form:

BY: *[Signature]*  
CHRISTOPHER FIGGINS, Deputy District Attorney

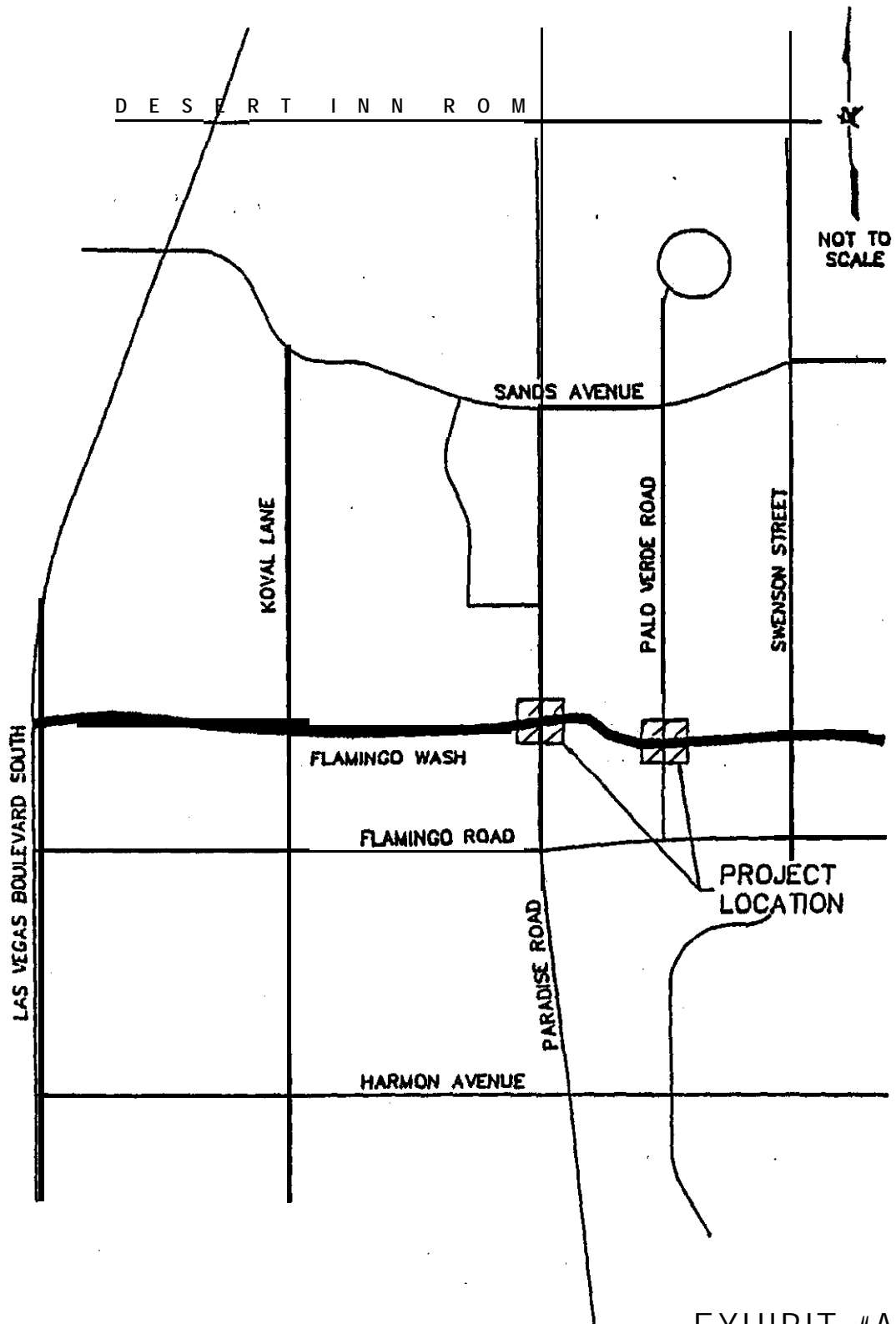


EXHIBIT "A"