INTERLOCAL CONTRACT
VEGAS DRIVE STORM DRAIN – RANCHO TO SHADOW MOUNTAIN

THIS INTERLOCAL CONTRACT made and entered into as of the 10th day of February, 2011 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 Update, as facilities LVOW 0241 and LVOW 0351 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.

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 the construction and construction management associated with the Vegas Drive Storm Drain – Rancho to Shadow Mountain project. The basic improvements shall consist of drainage facilities including reinforced concrete boxes, pipes, channels, channel access, collection facilities 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. Construction Management at a cost not to exceed $800,000.

2. Construction at a cost not to exceed $12,088,000.

3. The total cost of the contract shall not exceed $12,888,000 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

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 CITY will use its best efforts to award the bid for this project by January 20, 2011. 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 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. 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. 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 June 30, 2014 The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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

Date of Council Action

3/16/2011

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 2/23/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

February 10, 2011

Regional Flood Control District

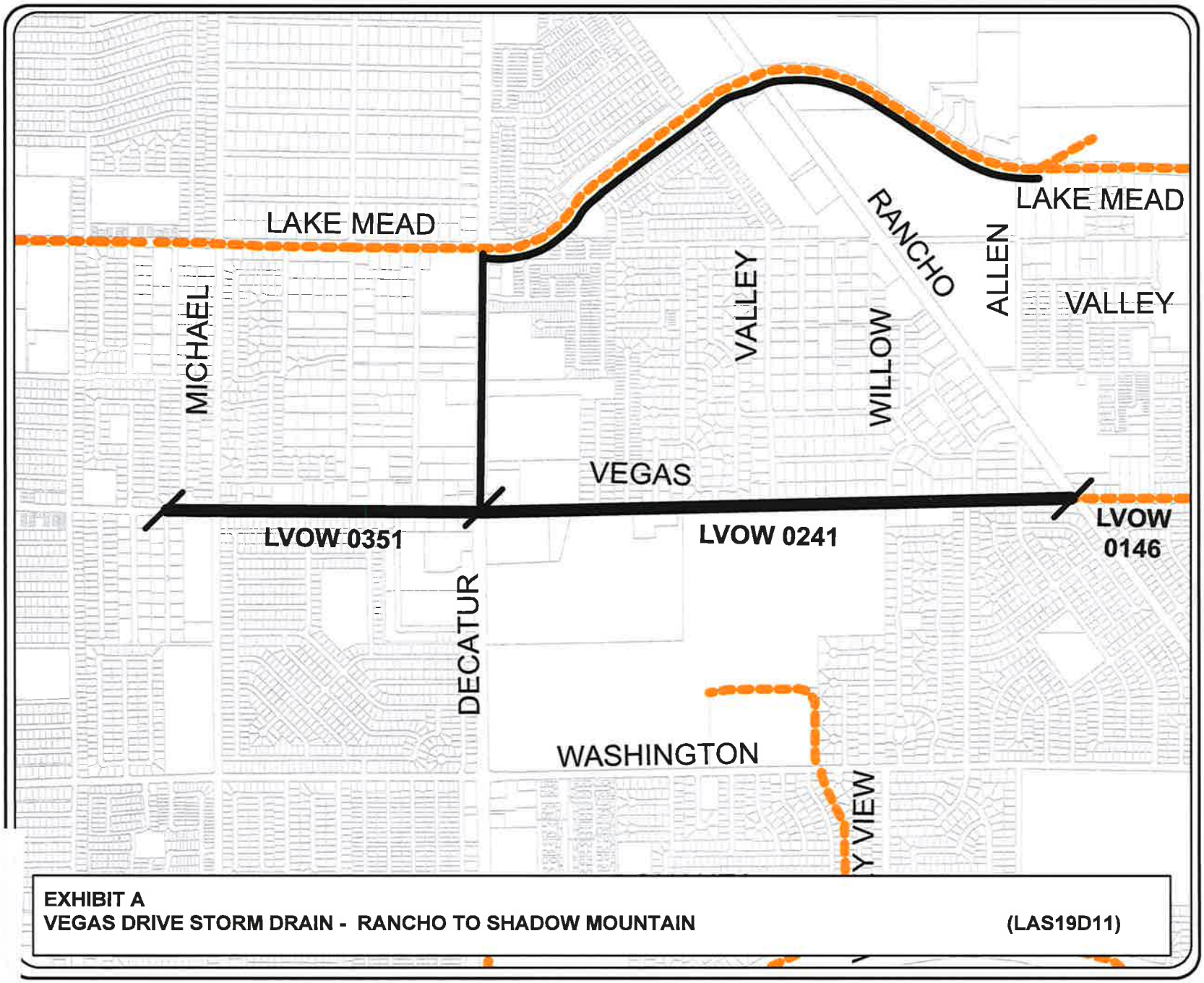
By: _____
LAWRENCE L. BROWN, III,
Chairman

Attest

By: _____
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: _____ Feb 19 2011
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

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LEGEND

EXISTING STORM DRAIN

PROPOSED STORM DRAIN

LAS19D11

EXHIBIT A
VEGAS DRIVE STORM DRAIN - RANCHO TO SHADOW MOUNTAIN **(LAS19D11)**

F:\MDepot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - VEGAS DRIVE STORM DRAIN - Rancho to Shadow Mountain 07162018.mxd

Due to continuous development activity this map is for reference only.

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