

F-1806

MINUTES
TECHNICAL COMMITTEE
REGIONAL STREET AND HIGHWAY COMMISSION
July 31, 1973

CALL TO ORDER: The meeting was called to order by Acting Chairman Richard P. Sauer at 8:35 a.m. in the Clark County Public Works Conference Room with the following members present:

MEMBERS PRESENT: Richard P. Sauer, Acting Chairman, City of Las Vegas
Laurence R. Hampton, Clark County
George H. Albright, Clark County
William E. Adams, City of Las Vegas
Robert T. Whitney, City of Henderson
Burton E. Taylor, City of North Las Vegas
Robert E. Eads, Boulder City

Charles P. Brechler, Managing Engineer
LoAnn Smith, Secretary
Melvin R. Whipple, Deputy District Attorney

Interested Parties: J. Steven Borroum, Regional Street and Highway Commission
William E. Buxton, Clark County Engineering
Hugh Ricci, Nevada Highway Department
Jack Parvin, Nevada Highway Department
Robin Shoen, Las Vegas Review Journal
Charles Tarr

MINUTES: Upon a motion by Mr. Hampton, seconded by Mr. Albright, the minutes of the regular meeting of June 29, 1973 were unanimously approved.

Mr. Adams arrived.

POLICY
DISCUSSION: Mr. Brechler announced that a special memorandum on the policy of not paying for any traffic signs or the cost of the traffic delineation on Regional Street and Highway Commission projects would be mailed to members prior to the September meeting, at which time it can be discussed.

RIGHT OF WAY: Mr. Whitney moved to approve the appraisal review on twenty-two parcels of right of way required for the construction of Valley View Boulevard between Spring Mountain Road and Charleston Boulevard at a cost of \$111,570.00
Mr. Albright seconded the motion.
Vote - 7 ayes, 0 nays.

Mr. Whitney moved to revise the appraised value of Parcel No. 5-104-11 required for the construction of Eastern Avenue between Sahara Avenue and Charleston Boulevard from \$275.00 to \$310.00.

Mr. Hampton seconded the motion.
Vote - 7 ayes, 0 nays.

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CITY MANAGER
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RIGHT OF WAY:

Appraisals due on two parcels of right of way required for the project at the intersection of Lake Mead Boulevard and Pecos Road were not available. Therefore, a special meeting of the Technical Committee will be held on August 7, 1973 to review these appraisals.

AGREEMENTS:

Mr. Whitney moved to approve Supplemental Cooperative Agreement No. 39a which raises the total amount of money allowed for the construction of Burkholder Boulevard in Henderson from \$50,000.00 to \$51,373.61.

Mr. Adams seconded the motion.

Vote - 7 ayes, 0 nays.

Mr. Adams moved to approve Supplemental Cooperative Agreement No. 19a which increases the amount of money allowed for right of way costs and increases construction costs to a total of \$3,500,00.00 on the East Charleston Boulevard project between Twenty-Fifth and Nellis Boulevard.

Mr. Whitney seconded the motion.

Vote - 7 ayes, 0 nays.

Mr. Hampton moved to approve the new survey party rates reflecting additional survey party labor costs as provided for in the Wallace-Montgomery Engineers' contract on the East Charleston Boulevard project.

Mr. Adams seconded the motion.

Vote - 7 ayes, 0 nays.

PROJECT
DISCUSSION:

Mr. Hampton moved that the design of medians on Charleston Boulevard between Twenty-Fifth Street and Twenty-Eighth Street be reviewed by the Technical Committee members, and a recommendation made at the special meeting scheduled for August 7, 1973.

Mr. Adams seconded the motion.

Vote - 7 ayes, 0 nays.

Mr. Whitney moved to accept the recommendation of the Traffic Engineers' Subcommittee that the Regional Street and Highway Commission construct the South half of Cheyenne Avenue between Civic Center Drive and the Salt Lake Highway including medians, plus reconstruction of Cheyenne Avenue for approximately 300 feet East of the Salt Lake Highway at an estimated cost of \$125,000.00.

Mr. Hampton seconded the motion.

Vote - 7 ayes, 0 nays.

Mr. Hampton moved to recommend that the Regional Street and Highway Commission pay for the cost of construction of a one-quarter mile section of parking lane, curb and gutter, and street lights on West Charleston Boulevard adjacent to Torrey Pines Boulevard which is in government ownership. The cost is estimated at \$26,000.00.

Mr. Adams seconded the motion.

Vote - 7 ayes, 0 nays.

FINAL REPORTS:

Mr. Adams moved to approve the Final Report on Decatur Boulevard between Washington Boulevard and Tonopah Highway, and to remove the project from the priority list.
Mr. Whitney seconded the motion.
Vote - 7 ayes, 0 nays.

Mr. Whitney moved to approve the Final Report on the rebuilding of the intersection of Sahara Avenue and Eastern Avenue, and to remove the project from the priority list.
Mr. Adams seconded the motion.
Vote - 7 ayes, 0 nays.

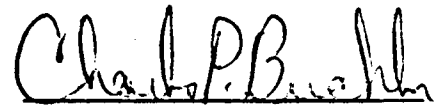
MANAGING
ENGINEER'S
REPORTS:

The Managing Engineer reported that the July Fund Control and Expenditure Reports will be submitted for approval at the special Technical Committee meeting on August 7, 1973.

ADJOURNED:

The meeting adjourned at 9:25 a.m.

Respectfully submitted,


CHARLES P. BRECHLER
Managing Engineer

APPROVED: _____, 1973.

RICHARD P. SAUER, Acting Chairman

AK2
Welf 10/13

F-1806

RECEIVED

CITY MANAGER

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AGENDA
TECHNICAL COMMITTEE
REGIONAL STREET AND HIGHWAY COMMISSION
July 31, 1973

ITEM

1. Approval of Minutes:
 - a. Regular Meeting of June 29, 1973
2. Policy Discussion:
 - a. Traffic Delineation on Regional Street and Highway Commission Projects
3. Right of Way:
 - a. Valley View Boulevard
 - b. Eastern Avenue
 - c. Lake Mead Boulevard - Pecos Road
 - d. West Charleston Appraisals
4. Agreements:
 - a. Burkholder Boulevard
 - b. East Charleston Boulevard
 - c. Consulting Engineer - East Charleston Boulevard
5. Project Discussion:
 - a. Median Openings - East Charleston Boulevard
 - b. Cheyenne Avenue
 - c. West Charleston Boulevard
6. Final Reports:
 - a. Decatur Boulevard - Washington Boulevard to Tonopah Highway
 - b. Sahara and Eastern Avenue Traffic Signal
7. Managing Engineer's Reports:
 - a. July Fund Control and Expenditure Report
8. Items Too Late For Inclusion On the Agenda

REGIONAL STREET and HIGHWAY COMMISSION

OF

CLARK COUNTY

C. R. CLELAND, Chairman
TOM WIESNER, Vice-Chairman
ORAN K. GRAGSON
RICHARD J. RONZONE
RON LURIE
W. TOM COOPER
LORIN L. WILLIAMS

Las Vegas, Nevada

CHARLES P. BRECHLER
Managing Engineer
P. O. Box 396
Phone 386-4011

MEMORANDUM

TO: Technical Committee, Regional Street and Highway Commission
FROM: Charles P. Brechler, Managing Engineer
SUBJECT: Agenda Items - Meeting of July 31, 1973

1. Approval of Minutes:

- a. Approval is requested for the minutes of the regular meeting of June 29, 1973.

2. Policy Discussion:

- a. The Regional Street and Highway Commission has asked the Technical Committee to review the policy of not paying for any traffic signs or the cost of the traffic delineation on Regional Street and Highway Commission projects.

I will have a special memorandum out on this prior to the September meeting, at which time it can be discussed.

3. Right of Way:

- a. Enclosed with this memorandum is a copy of the Appraisal Review on twenty-two of the twenty-six parcels of right of way required for the construction of Valley View Boulevard between Spring Mountain Road and Charleston Boulevard.

The total cost of these six parcels is \$111,570.00. The other four parcels have errors and are not recommended for approval at this time.

- b. On Parcel No. 5-104-11 required for the construction of Eastern Avenue between Sahara Avenue and Charleston Boulevard, the sprinkler system is not being touched by the construction. However, the sprinklers, when in use, will throw water on the relocated sidewalk.

This parcel lies on the West side of Eastern Avenue where we are purchasing only the radius corners.

The cost of relocating this sprinkler is estimated at \$35.00 by the appraiser who recommends the value of the parcel be raised from \$275.00 to \$310.00.

- c. Mr. Kenneth Thompson was authorized by the Technical Committee on June 5, 1973, to appraise two parcels of right of way required for a T.O.P.I.C.S. project at the intersection of Lake Mead Boulevard and Pecos Road.

The Technical Committee selected Mr. Thompson to appraise these two parcels because he said he could complete the appraisals within thirty days. His completion date was to have been July 23, 1973, and has not yet been completed.

The State Highway Department has now completed the preliminary plans on this project, and are requesting a date by which we can certify that we have the right of way.

- d. Mr. Bill Kimmel was to have completed the appraisals on West Charleston Boulevard between Antelope Way and Upland Boulevard by July 23, 1973. These appraisals have not been delivered at this time either.

Mr. Kimmel was approved by the Technical Committee for this assignment on May 1, 1973, with a sixty day limit on his delivery of the appraisals.

4. Agreements:

- a. Enclosed with this memorandum is a copy of proposed Supplemental Cooperative Agreement No. 39a which raises the total amount of money allowed for the construction of Burkholder Boulevard in Henderson from \$50,000.00 to \$51,373.61, which was the actual cost of the project.

If this is not approved, the City of Henderson will have to pay the extra \$1,373.61 from their funds.

I recommend approval of this Supplemental Cooperative Agreement.

- b. Also enclosed is a copy of proposed Supplemental Cooperative Agreement No. 19a which increases the total amount of money allowed for right of way costs and for the total construction cost.

The right of way costs with the exception of a few parcels still in condemnation are now known. With the bids approved, we have also been able to determine fairly accurately the total construction cost.

Approximately \$250,000.00 of this money is in Assessment Districts which will be refunded to the Regional Street and Highway Commission.

I recommend approval of this Supplemental Cooperative Agreement.

- c. At the June 29, 1973 Technical Committee meeting, the following request by Wallace-Montgomery Engineers was made for adjustment of survey rates in accordance with their contract.

<u>Survey Parties</u>	<u>Old Rate</u> <u>1972-73</u>	<u>New Rate</u> <u>1973-74</u>
Survey Party (5 man)	\$82.00	\$89.00
Survey Party (4 man)	67.00	73.00
Survey Party (3 man)	52.00	57.00
Survey Party (2 man)	37.00	41.00
Surveyor's Office Time	21.50	23.50

Survey party rates include survey equipment, rental, stakes, flagging supplies, automobile mileage, overhead, payroll, taxes, administration and profit.

The Technical Committee requested copies of the agreement between Wallace-Montgomery Engineers and the Union, which I am including with this memorandum. Also included is a copy of Mr. Spinkelink's calculations showing his derivation of the new rates.

I recommend approval of the new rates.

5. Project Discussion:

- a. The people located on the North side of the East Charleston Boulevard project between Twenty-Fifth Street and Twenty-Eighth Street are appealing the placing of raised median islands as part of the construction.

The Regional Street and Highway Commission has asked the Technical Committee to review this design.

At the meeting, I will have exhibits showing the islands as designed and an alternate that would be acceptable to the Regional Street and Highway Commission.

- b. At the July meeting, Mr. Robert J. McNutt appeared on behalf of the City of North Las Vegas to request the Regional Street and Highway Commission to construct the South half of Cheyenne Avenue between Civic Center Drive and the Salt Lake Highway. The Technical Committee referred this item to the Traffic Engineer's Subcommittee for a recommendation.

The Traffic Engineer's Subcommittee met on July 26, 1973, and after studying the proposal, recommends construction of the South half and the medians on this street, plus reconstruction of Cheyenne Avenue for approximately 300 feet East of the Salt Lake Highway.

The total cost of this is estimated at \$125,000.00, and the only right of way involved will be East of Salt Lake Highway.

A drawing showing this will be available at the Technical Committee meeting.

- c. The County and the City of Las Vegas will both be forming assessment districts for the construction of the parking lane, curb and gutter, and street lights along West Charleston Boulevard between Antelope Way and Upland Boulevard. This will complete the street all the way from the Interstate Highway.

Adjacent to Torrey Pines Boulevard is a one-quarter mile section on the South side which is in government ownership. If this were left out of the assessment district, a noticeable gap would exist.

The County is therefore requesting that the Regional Street and Highway Commission pick up the cost adjacent to the government owned land, the same as it has in other areas.

The cost of this portion is estimated at \$26,000.00 with a total project cost of \$1,300,000.00.

6. Final Reports:

- a. Enclosed with this memorandum is a copy of the final report on Decatur Boulevard between Washington Boulevard and Tonopah Highway.

I recommend approval of this final report and removal from the priority list.

- b. Also enclosed is a copy of the final report on the rebuilding of the intersection of Sahara Avenue and Eastern Avenue.

This included a new signal system and realignment of Eastern Avenue South of Sahara Avenue.

Approval of this final report is recommended.

7. Managing Engineer's Reports:

- a. The July Fund Control and Expenditure Reports will be mailed as soon as they are completed.



CHARLES P. BRECHLER
Managing Engineer

REGIONAL STREET and HIGHWAY COMMISSION

OF

CLARK COUNTY

C. R. CLELAND, Chairman
TOM WIESNER, Vice-Chairman
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Las Vegas, Nevada

CHARLES P. BRECHLER
Managing Engineer
P. O. Box 396
Phone 386-4011

July 19, 1973

APPRAISAL REVIEW

VALLEY VIEW BOULEVARD - Spring Mountain Road to Charleston Boulevard

Mr. Glen Buck has reviewed twenty-six appraisals by Mr. Mel Anderson for right of way required for the construction of Valley View Boulevard between Spring Mountain Road and Charleston Boulevard. The following twenty-two appraisals are recommended for approval.

<u>Parcel No.</u>	<u>Name</u>	<u>Value</u>
14-09-35	Glaser Brothers	\$1,700
14-03-1	Hughes Tool Co.	9,300
3-95-6	Cashman	2,850
3-526-1	Phillips	200
3-95-5	Lied	2,375
3-95-2	Lied	75
12-12-5	Galvin	4,000
7-76-3	Greenbaum	16,500
7-73-2	Clark	2,400
7-693-1	Desert Holdings	1,100
7-76-6	Nevada Escrow Service	17,250
7-692-1	Desert Holdings	175
7-76-4	Phelps	3,800
7-691-1	Desert Holdings	170
12-12-25	Woods	6,100
14-17-35	Barton	300
14-02-18	Home Air Conditioning	3,000
12-12-7	Tobman	3,950
12-12-6	Karns	6,225
12-12-32	Martinez	3,800
12-12-14	First National Bank	6,850
12-12-13	Wheeler	19,450

East Charleston Blvd.
Hourly Rates For Surveying

5-1-73

519.05

G.S.

1.	Rates Included in Original Contract	Rates as Approved by letter of 10-16-72
5-MAN	\$ 58.00	\$ 82.00
4-MAN	48.00	67.00
3-MAN	38.00	52.00
2-MAN	28.00	37.00
OFFICE TIME	—	21.50

2. Surveyor Salaries 6-1-72 to 6-1-73 (Including Union Benefits
but not vacation benefits)

Party Chief (Cert.) = \$ 8.35 + 1.97 = \$ 10.32

Chainman = \$ 7.33 + 1.97 = 9.30

Total Salary Costs, (Excl. Vacation)

5-MAN = \$ 10.32 + 4(9.30) = \$ 47.52

4-MAN = \$ 10.32 + 3(") = 38.22

3-MAN = \$ 10.32 + 2(") = 28.92

2-MAN = \$ 10.32 + 1(") = 19.62

PARTY CHIEF (OFFICE TIME) = 10.32

Benefits

H&W \$.75

Pen. 1.20

App. .02 (Min.)
\$ 1.97

3. Salaries After 6-1-73 (Total Increase = \$.85/hr. + Say \$.04 App.)

Party Chief = \$ 10.32 + .89 = \$ 11.21

Chainman = \$ 9.30 + .89 = 10.19

Total Salary Costs, (Excl. Vacation)

5-MAN = \$ 11.21 + 4(10.19) = \$ 51.97

4-MAN = \$ 11.21 + 3(") = 41.78

3-MAN = \$ 11.21 + 2(") = 31.59

2-MAN = \$ 11.21 + 1(") = 21.40

PARTY CHIEF (OFFICE TIME) = 11.21

4. Percentage Salary Increases (6-1-73 over 6-1-72)

5-MAN : \$ 51.97 - 47.52 = \$ 4.45 ÷ 47.52 = 9.36 %

4-MAN : 41.78 - 38.22 = 3.56 ÷ 38.22 = 9.31 %

3-MAN : 31.59 - 28.92 = 2.67 ÷ 28.92 = 9.23 %

2-MAN : 21.40 - 19.62 = 1.78 ÷ 19.62 = 9.07 %

PARTY CHIEF : 11.21 - 10.32 = .89 ÷ 10.32 = 8.62 %

6-1-73

519.05

G.S.

5. Calculate New Hourly Rates (Based on '73 Salary Increases over '72 Salaries Only)

5-MAN	:	\$ 82.00	x	1.0936	=	\$ 89.68
4-MAN	:	67.00	x	1.0931	=	73.24
3-MAN	:	52.00	x	1.0923	=	56.80
2-MAN	:	37.00	x	1.0907	=	40.36
PARTY CHIEF	:	21.50	x	1.0862	=	23.35

6. Calculate New Hourly Rates (Based on '73 Salaries vs. '69 Salaries)

						✓ ORIG. RATE
5-MAN	:	19.870 ÷ 32.905	=	60.39 %	:	1.6039 x \$ 58.00 = \$93.03
4-MAN	:	16.002 ÷ 26.426	=	60.55 %	:	1.6055 x 48.00 = 77.06
3-MAN	:	12.134 ÷ 19.947	=	60.83 %	:	1.6083 x 38.00 = 61.12
2-MAN	:	8.266 ÷ 13.468	=	61.37 %	:	1.6137 x 28.00 = 45.18
P.C.	:	2.620 ÷ 8.767	=	29.88 %	:	1.2988 x 18 (1970) = 23.38

1973 OVER 1970, CERT. P.C.

7. Summary

	Using 1973 / ORIG.	Using 1973 / 1972
5-MAN	\$ 93.03	\$ 89.68
4-MAN	77.06	73.24
3-MAN	61.12	56.80
2-MAN	45.18	40.36
PARTY CHIEF	23.38 ← 73/70	23.35

L/SE
89
73
57
41
23.50

2-9-72

* EXCLUDES APPRENTICES BEGINNING PROGRAM AFTER 1-1-73

FIELD SURVEY AGREEMENT

between

MONTGOMERY ENGINEERS OF NEVADA

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 12**

This Agreement, made and entered into this 1st day of November, 1969, by and between Montgomery Engineers of Nevada, A Nevada Corporation, signatory hereto, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local Union No. 12, and its subdivisions, affiliated with the AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH

WHEREAS, the Employer is engaged, as a part of its business, in land surveying work in Southern Nevada, and

WHEREAS, in the performance of its present and future operations, the Employer will utilize members of the Union, and

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment, and working conditions for the members of the Union employed by the Employer, and

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto to the end that the Employer is assured continuity of operation and the members of the Union are assured continuity of

employment and industrial peace is maintained and the business of the industry efficiently increased.

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be interdependent, it is hereby agreed:

ARTICLE I

Coverage

This Agreement shall apply to land surveying work performed by the Employer in the following Southern Nevada Counties: Clark, Esmeralda, Lincoln & Nye.

ARTICLE II

Recognition

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all workmen in the classifications specified in Article XIV of the Agreement, and all other workmen are specifically excluded from coverage by this Agreement.

B. Any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, delegated or modified by this Agreement.

ARTICLE III

Hiring Procedure

A. In the employment of workmen for all work covered by this Agreement in the territory above described, the following provisions shall govern:

1. The Union shall establish and maintain open and non-discriminatory lists for workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to registration and dispatchment subject to the provisions of this Article.

The Employer and the Union recognize that they are required by law not to discriminate against any person with regard to employment or Union membership because of race, religion, color, sex, national origin or ancestry and hereby declare their respect and support of such laws.

This shall apply to hiring, placement for employment, training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, lay-off or termination or application for admission to Union membership.

2. The Employer shall first call the Dispatch Office (as hereinafter referred to) for such men as he may from time to time need and the office shall furnish to the Employer the required number of qualified and competent workmen of the classifications needed and requested by the Employer directly in accordance with the provisions of this Article.

3. It shall be the responsibility of the Employer when ordering men to give the Union all the pertinent information regarding the workman's employment.

4. The Dispatch Office will furnish in accordance with the request of the Employer each such qualified and competent workmen from among those entered on said lists to the Employer by use of a written referral in the following order of preference and selection of workmen for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected

by Union membership, By-Laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

5. Reasonable advance notice (but not later than 20 hours prior to the required reporting time) will be given by the Employer to the Dispatch Office upon ordering such workmen; and in the event that 48 hours after such notice, the Dispatch Office does not furnish such workmen, the Employer may procure workmen from any other source or sources. If men are so employed, the Employer will immediately report to the Dispatch Office each such workman by name.

B. Hiring Additional Employees

1. In hiring additional employees, with the exception of Registered Civil Engineers or Licensed Land Surveyors, preference shall be given to available Surveyor's Aides, and workmen who have worked within the multiple-employer unit during the five year period immediately preceding date of employment in the classifications for which they are qualified.

2. Within this preference group, the individual employer shall have entire freedom to select the particular individuals whom he desires to employ subject to the provisions of Paragraph C of this Article.

3. An Employer who is found under the provisions of this Agreement to have hired workmen in violation of this Agreement, shall lose the privilege of having specific individuals dispatched to him for a period of thirty (30) calendar days. In the event the same Employer is found guilty of hiring workmen in violation of this Agreement for a second (2nd) time within one (1) year, he shall lose the privilege of having specific individuals dispatched to him for a period of

ninety (90) calendar days and be required to pay the workmen first registered on the Union's out-of-work list in the same classification, for all time worked by the improperly hired person.

4. The Employer retains the right to reject any applicant for employment. Whenever the Employer rejects an applicant for employment or discharges a workman (as distinguished from lay-off), he shall furnish a written notification of this fact to the Joint Apprenticeship Committee and a copy to the Union. If the reason for rejection or discharge was lack of technical qualifications, the Employer shall specify in what respects the workman is not qualified.

5. Should any dispute arise concerning the rights of the Employer, the Union, employees or applicants for employment under this Article III, the dispute shall be submitted to and settled by the procedure specified in Article V of this Agreement. Decisions reached under this grievance procedure shall be final and binding on the Employer, Union, employees or applicants for employment.

C. The Employer shall have entire freedom of selectivity in hiring and may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Employer against any workman, nor shall any employee be discharged by reason of any Union activity not interfering with the proper performance of his work. The Employer shall be the sole judge of the competency of his employees. In the event of a discharge, a report shall be filed in accordance with B-4 of this Article.

ARTICLE IV

Strikes, Lockouts and Jurisdictional Disputes

A. It is the purpose and intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms

of this Agreement shall be settled by the procedure set forth in Article V hereof and that during the term of this Agreement the Union shall not call or engage in, sanction, or assist in a strike against or any slowdown or stoppage of the work of the Employer; and during the term of this Agreement, the Employer shall not cause or permit any lock-out of the members of the Union.

B. The Union agrees that there shall be no strikes, slowdowns or stoppage of work occasioned by jurisdictional disputes and all workmen covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations affiliated with the AFL-CIO without regard to past, present or future disputes based on jurisdictional claims.

ARTICLE W

Grievance Procedure

A. In the event a grievance or dispute should arise between the Employer and an employee covered by this Agreement, a representative of the Union, if requested by the employee, and the Employer, or his representative, shall immediately meet to attempt settlement of said grievance or dispute. In the event no settlement is possible between these two parties, said grievance or dispute shall be referred for settlement to an impartial arbitrator who is mutually acceptable to both parties.

B. In cases of violation, misunderstanding, or difference in interpretation or application of this Agreement by either party, there shall be no cessation or stoppage of work. Both parties pledge their immediate cooperation to reach a mutually satisfactory settlement of the above, in accordance with the following procedure:

1. All grievances must be brought to the attention of the Employer and/or the Union within ten (10) working days of the occurrence giving rise to the grievance or dispute, and in any event no retroactive adjustment, if required, shall exceed thirty (30) calendar days from the date the grievance is brought to the attention of the Employer. These time limits do not apply to any grievance concerning the payment of contribution to Health and Welfare, Pension or Apprenticeship Trusts.

2. The Business Representative of the Union shall have access to the jobs during working hours for the purpose of adjusting grievances or disputes and such other duties as he may have to perform, provided his activities do not interfere with the progress of the work.

ARTICLE VI

Existing and Other Agreements

A. All existing labor agreements between the Employer and the Union covering the type of work covered by this Agreement are automatically cancelled and superseded by this Agreement when properly executed.

B. The Employer shall not be required to pay higher wages and shall not be subject to less favorable working conditions than those applicable to other Employers employing workmen covered by another agreement to which the Union is a party in a particular County or Counties within the area defined by Article I of this Agreement. The Employer shall have the option of adopting all of the wages, fringe benefits, classifications, and working rules contained in such other agreement for work performed on projects within the area of such other agreement in lieu of those contained in this Agreement. All other provisions of this Agreement

shall remain in effect if the Employer exercises the option provided in this Section.

ARTICLE VII

Qualifications

A. Each of the parties hereto warrants and agrees that it is under no disability of any kind, whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further, that it will not by the adoption or amendment of any provision of its Articles of Incorporation, Constitution or By-Laws, or by contract, or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of the organization for which he is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent.

B. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein; that any provisions in the working rules of the Union with reference to the relations between the Employer and their employees, in conflict with the terms

of this Agreement, shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work hereunder.

C. A party to this Agreement shall not cancel this Agreement because of a claimed breach thereof or file any action for damages because of a claimed breach of this Agreement without giving notice in writing to the other party and allowing ten (10) days thereafter to such other party for redress or correction. Nothing contained in this Section shall be deemed to limit the rights of either party of this Agreement in any action they may take against the other if it has failed, neglected, or refused to comply with or execute any settlement or decision reached through arbitration under the provisions of Article V hereof.

ARTICLE VIII

Sub-Employers

It is further agreed that should any Employer sublet any part or portion of his work covered by this Agreement to any other Employer or Sub-Employer the provisions of this Agreement shall be binding upon and applicable to all work performed by said Sub-Employer on the jobsite.

ARTICLE IX

Working Rules

A. Except as provided in Section J of this Article, eight (8) consecutive hours, exclusive of lunch period, between 7:00 A.M., and 5:00 P.M., shall constitute a day's work. Forty (40) hours, Monday, 7:00 A.M., through Friday to 5:00 P.M., shall constitute a week's work. The first three (3) hours outside the regularly constituted shift shall be at the rate of time and one-half (1-1/2). All

additional hours shall be at double time. On Saturday work, the first eleven (11) hours shall be at time and one-half (1-1/2) and all additional hours at double time. Sundays shall be double time. Holidays shall be at quadruple time.

B. 1. Where it is necessary to work two (2) shifts, the Employer may regulate the starting time of the two-shift operation to permit the maximum utilization of daylight hours and each shift shall work seven and one-half (7-1/2) consecutive hours, exclusive of lunch period, for which working time workmen on each shift shall receive eight (8) hours' pay at straight time rates, Mondays through Fridays.

2. On the three-shift operations, if the Employer elects to work the day shift between 8:00 A.M., and 5:00 P.M., that shift shall work eight (8) consecutive hours, exclusive of lunch period, and other shifts shall work seven (7) consecutive hours, exclusive of lunch period, for which working time employees on each shift shall receive eight (8) hours' pay at straight time rates, Mondays through Fridays.

C. It is agreed that the starting and quitting times set forth in Sections A and B of this Article, may be changed to meet special circumstances or conditions by mutual consent in writing by the parties hereto. In the event mutual consent is not given the request shall be subject to the provisions of Article V of this Agreement.

D. Any workman reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate

for so reporting, unless he has been notified before the end of the last preceding shift or before 6:00 P.M., of the last day worked, not to report and any workman who reports for work and for whom work is provided, shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one (1) day the employee shall receive not less than a full day's pay therefor, unless prevented from working for reasons beyond the control of the Employer, such as rain, strong winds, desert heat and other inclement weather.

E. No employee shall be required to work more than five (5) consecutive hours without a one-half (1/2) hour meal period.

F. All wages must be paid on a designated semi-monthly pay day. In the event the Employer elects to change the designated pay day, the Employer will give thirty (30) days notice to his employees prior to such change. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge, in accordance with the provisions of the Nevada Revised Statutes. At such time as an employee is paid he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per work day, seven (7) days per week until the time such payment has been made, for a maximum of thirty (30) days.

G. Whenever the Employer requires an employee to use his personal automobile to haul material, equipment, and/or men, the employee shall be reimbursed as follows: Fourteen cents (14¢) per mile, with a minimum payment of five dollars (\$5.00), said mileage to be computed to and from the office of the

Employer on a daily basis. It is understood and agreed that no employee shall be required to use his personal automobile to haul material, equipment and/or men. It shall be completely voluntary on the part of the employee. Any employee who is now furnishing his automobile under this clause and desires to discontinue the practice shall give the Employer reasonable advance notice of his desire, but not less than one (1) week.

H. Employers shall furnish all equipment used by the employees in their normal duties. Employees shall be responsible for the loss of or damage to equipment furnished by the Employer while in the employee's possession and which loss or damage is due to the employee's carelessness or negligence. Carelessness or negligence shall be determined in accordance with Article V.

I. Each survey party shall have a Chief of Party at the rate of pay stipulated under this Agreement, unless this function is being performed by any registered Engineer or licensed Land Surveyor. Any registered or licensed employee owning 25% or more of the business shall be permitted to perform work under this Agreement.

J. On remote jobs where the Employer requires the employees to remain away from their permanent place of residence over night, they shall be provided either:

1. Suitable room and board without cost on a seven (7) day per week basis, or
2. Twelve dollars (\$12.00) per working day or portion thereof. If this alternative is adopted, the Employer shall have the option of paying on a seven (7) day per week basis or providing free transportation and travel time to and from

remote job area on non-working days.

3. In addition, employees shall be provided free transportation or common-carrier fare, or fourteen cents (14¢) per mile if their own car is used, plus travel time at the straight-time hourly rate, not to exceed eight (8) hours in any twenty-four (24) hour period. Transportation and travel time to be paid at the beginning and end of the job. If the Employer elects to interrupt the continuity of work on a remote job, this shall be considered the end of the job; provided, however, no employee shall be entitled to return transportation or travel time if he voluntarily terminates his employment.

4. Where it is mutually agreed between the Employer and the employees involved to work more than eleven (11) hours per day, or to work on Saturdays, the overtime rate shall be one and one-half (1-1/2) times. On Sundays and holidays, the overtime rate shall be two (2) times the basic rate. If no agreement is reached, Article IX, A shall apply.

K. No employee shall suffer a reduction in hourly wages or rate per mile for the use of his automobile by virtue of the execution of this Agreement.

L. 1. Where employees are required to report to the Employer's office before going to work and after work, or they are required to work on more than one jobsite in one day, their time will start and end at the Employer's office.

2. Where employees are not required to report to the Employer's office, they shall receive travel time from the Employer's office to the jobsite. In addition, they shall receive all return travel time in excess of one-half (1/2) hour per day.

3. The Employer's office as used herein, shall mean either the

Employer's principal office or a bona fide field office. A bona fide field office is defined as: A permanent non-portable structure located outside the limits of the job or project, have reasonable sanitary facilities, have lights and ventilation and have a telephone.

In addition:

- (a) Have an employee of the firm present at the office during working hours.
- (b) Union to be notified seven (7) days prior to the establishment of said office, and the Union to be provided with the permanent street address of said office.
- (c) Employees shall be paid at the office of the Employer they were dispatched from on pay day.
- (d) The office the employee will report to for job assignments will be the office that is indicated on the Introduction Slip issued by the Union under Article III, A-4.

4. Travel time required to be paid herein may be included in the regular day's pay, but shall be designated as such on the pay check stub, provided total time, including travel time, shall exceed eight (8) hours in any one day. Travel time shall be at straight time and shall be computed from the Employer's office to the jobsite, unless:

- (a) the jobsite is in a different County than the Employer's main office or bona fide field office, and
- (b) local men from that County are employed; in which event said local men shall receive travel time computed from either the Employer's

office or the nearest branch office of the Union, whichever is closer to the jobsite.

ARTICLE X

Disability Pay

A. An employee who becomes afflicted with a job-connected disability, shall receive sixteen dollars (\$16.00) for each day he is so disabled, as verified by a doctor's certificate. This shall be limited to a maximum of five (5) working days.

ARTICLE XI

Holidays

A. The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day, and the first Saturday following the first Friday in the months of June and December.

1. No work shall be required on Labor Day or the first Saturday following the first Friday in the months of June and December, except in case of extreme emergency and then only to protect life and property.

B. Employees shall receive eight (8) hours' pay at their straight time rate for the following holidays not worked: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day, provided that:

1. The employee works his full scheduled shift on the working day immediately before and following such holiday, unless his absence is caused by

illness, substantiated by a doctor's certificate, or he is excused by or laid off on either of such days by the Employer and he performs some work during the week.

2. The employee did not refuse to work if requested to do so, except as provided in Article IX, J-4.

C. If any of the holidays set forth in "B" of this Article should fall on Sunday, the Monday following shall be considered a legal holiday, and if any of the holidays set forth in "B" of this Article fall on Saturday, the preceding Friday shall be considered a legal holiday.

D. If a holiday falls on a normal working day within an employee's vacation period, the holiday shall not be counted as a vacation day and the employee shall receive an extension of one (1) day with pay.

E. Except as provided in Article IX, J-4, work performed on the holidays in Paragraph A of this Article shall be paid for at the quadruple rate of pay.

ARTICLE XII

Vacations

A. Employees shall receive vacations with pay on the following basis:

1. Any workman whose employment is terminated prior to one (1) year, shall receive at time of his separation 2% of his gross straight time earnings, excluding travel time, from date of hire to date of separation, in lieu of vacation.

2. For continuous service for his Employer for one (1) year but less than ten (10) years, he shall receive two (2) weeks.

3. For continuous service for his Employer for ten (10) or more years, he shall receive three (3) weeks.

4. Vacation pay shall be computed on the basis of four percent (4%) for one (1) through nine (9) years and six percent (6%) for ten (10) or more years of their straight time hourly earnings, excluding travel time, during the year immediately preceding his vacation eligibility date. Employees shall receive their vacation pay at the beginning of their vacation period, provided their vacation is taken on or after their eligibility date.

B. 1. Employees who give seven (7) days notice of intent to quit or who are discharged or laid off indefinitely after employment of one (1) year, but less than ten (10) years, shall receive at time of separation, pro rata vacation pay for the period of service from the last anniversary date of day of hire to date of termination, four percent (4%) of their gross straight time earnings, excluding travel time.

2. Employees who give seven (7) days notice of intent to quit or who are discharged or laid off indefinitely after employment of ten (10) years, shall receive at time of separation, pro rata vacation pay for the period of service from the last anniversary date of day of hire to date of termination; six percent (6%) of their gross straight time earnings, excluding travel time.

C. The following will not constitute an interruption in continuous service for the purpose of determining eligibility for vacation pay:

1. Temporary layoff of less than sixty (60) calendar days duration.
2. Written leave of absence from the Employer for illness or other approved reasons.

D. No vacation credit will accrue to employees during the time they are absent from work due to temporary layoff or on written leave of absence.

E. Vacations shall be taken at a time mutually agreed to by the Employer and the employee.

ARTICLE XIII

Apprenticeship Program

A. The Employer shall make contributions in the amount of one cent (01¢) per hour for each hour worked or paid, excluding travel time, each employee covered hereby. This contribution shall be paid into the Nevada Joint Apprenticeship Trust under the terms of the Trust Agreement dated October 14, 1964, and as subsequently amended. The funds of said Trust are to be used solely and exclusively for the cost of operation of the Apprenticeship and Journeyman Training Program and activities incidental to the qualification of field personnel. Said Trust shall be operated in accordance with all applicable laws.

B. If found delinquent in the payments required by the foregoing parts of this Article, the Employer shall not be entitled to the benefits of Article IV, and Paragraph A and B of Article V, for and during the period of such delinquency.

C. The individual Employer may hire new employees in the classifications of Surveyor's Aides without regard to the provisions of Article III, B-1, provided, they are blood relatives of the Employer and/or they are college Civil Engineering students and shall not be used to supplant a member of any survey party.

D. The wage rates and classifications of Surveyor's Aides as defined in the collective bargaining agreement, are restricted to those Employers certified by the Joint Apprenticeship Committee as eligible to train apprentices. When men are employed in the classification of Surveyor's Aide, they may be in lieu of one Chainman on a three-man party. A Surveyor's Aide may be used on one two-man party per firm.

E. An employee may be indentured at any time during the year, however, if he is employed between the months of October and January, he must be indentured, enroll and regularly attend the prescribed related instruction classes beginning February 1st. If he is employed between the months of March and September inclusive, he must be indentured, enroll and regularly attend the prescribed related instruction classes beginning September 1st as a condition of continuing employment.

ARTICLE XIV

Wage Rates

A. The following hourly wage rates shall apply to the following classifications on the dates shown on all work covered by the terms of this Agreement:

<u>Classifications:</u>	<u>Rates Per Hours, Effective</u>	
	<u>11-1-69</u>	<u>6-1-70</u>
Surveyors Aide I, (1st six months)	\$4.15	\$5.00
Surveyors Aide II, (2nd six months)	\$4.40	\$5.25
Surveyors Aide III, (3rd six months)	\$4.75	\$5.60
Surveyors Aide IV, (4th six months)	\$5.12	\$5.97
✓ Chainman	\$5.46	\$6.69 - .35 = 6.34 - 6.33 (71)
Senior Chainman	\$5.57	\$6.97
✓ Chief of Party	\$5.96	\$7.35 - 7.00 = 6.99
Certified Chief of Party	\$6.86	\$7.71 - .35 = 7.36
Effective June 1, 1971	Eighty-five cents increase (.85¢) per hour	
Effective June 1, 1972	Eighty-five cents increase (.85¢) per hour	
Effective June 1, 1973	Eighty-five cents increase (.85¢) per hour	

B. The Union shall have the option of taking all or any portion of the increases effective on June 1, 1970, or any subsequent year in fringe benefits in lieu of wage increases and shall notify the Employer sixty (60) days prior to the allocation of such wage package.

C. A Certified Chief of Party is one who has been certified by either the Joint Committee on Certification or the Joint Apprenticeship Committee and shall be entitled to the rate of pay for this classification only when he is working on the type of work for which he has been certified.

D. A Senior Chainman is defined as a workman who has completed the prescribed related instruction as required by the Joint Apprenticeship Committee for Chief of Party and who has worked within the multiple-employer group for a period of six (6) years or for a period of two (2) years after completing this program, and workmen meeting these requirements shall be entitled to this rate of pay.

E. There shall be an increase of twenty-five cents (25¢) per work hour throughout the day on all classifications and rates for all work performed in a tunnel. On hydrographic work performed on water for one (1) or more hours in any one (1) working day, there shall be an increase of ten cents (10¢) per work hour for the entire day.

F. There shall be an increase of twenty-five cents (25¢) per work hour throughout the day on all classifications and rates for employees who are required by the Employer to work from a helicopter.

G. A Chief of Party in charge of other parties in addition to his own crew shall receive twenty-five cents (25¢) per work hour above his regular rate of pay.

ARTICLE XV

Health and Welfare Fund

A. A health and welfare fund known as the Operating Engineers Health and Welfare Fund has been established by certain Employers and the Union by an Agreement and Declaration of Trust dated November 23, 1954. The Employers

agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund of thirty cents (30¢) per straight time or overtime hours worked by (or paid) each employee under this Agreement, excluding travel time, subject to possible increases as provided by Article XIV, Paragraph B.

B. The participation of the Employers in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement.

C. The Employer further agrees that he does irrevocably designate and appoint the persons mentioned in said Agreement and Declaration of Trust as his attorneys-in-fact for the selection, removal and substitution of Trustees as provided in said Agreement and Declaration of Trust.

D. If found delinquent in the payments required by the foregoing parts of this Article, the Employer shall not be entitled to the benefits of Article IV, and Paragraphs A and B of Article V, for and during the period of such delinquency.

ARTICLE XVI

Pension Fund

A. A pension fund known as the Operating Engineers Pension Trust has been established by certain Employers and the Union by an Agreement and Declaration of Trust dated December 13, 1960. The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund of sixty cents (60¢) per hour for each hour worked by (or paid) each employee under this Agreement, excluding travel time, subject to possible increases as provided by Article XIV, Paragraph B. Participation of the Employers in said

Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement.

B. The Employer further agrees that he does irrevocably designate and appoint the persons mentioned in said Agreement and Declaration of Trust as his attorneys-in-fact for the selection, removal and substitution of Trustees as provided in said Agreement and Declaration of Trust.

C. If found delinquent in the payments required by the foregoing parts of this Article, the Employer shall not be entitled to the benefits of Article IV, and Paragraphs A and B of Article V, for and during the period of such delinquency.

ARTICLE XVII

General Savings Clause

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.

ARTICLE XVIII

Termination and Renewal

This Agreement shall be effective as of November 1, 1969 and remain in

effect until the first of June, 1974, and for additional periods of one (1) year thereafter, unless sixty (60) days prior to June 1, 1974, or the end of any subsequent yearly period, either party shall give notice to the other of its desire to modify, amend and/or terminate this Agreement. In the event notice is given of a desire to modify, amend and/or terminate, the parties shall negotiate and make every effort to reach an agreement prior to the anniversary date. In the event no agreement is reached prior to the anniversary date, either party may thereafter terminate this Agreement by the giving of an additional notice of intention to terminate fifteen (15) days hence and the parties shall continue to negotiate until agreement is reached or until the Agreement has been terminated on the date specified.

This Agreement may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set there hands and seals this 27 day of February, 1970.

MONTGOMERY ENGINEERS OF NEVADA

William H. Blackmer
William H. Blackmer, President

John R. Fee
John R. Fee, Secretary-Treasurer

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 12

John A. [Signature]
Business Manager

James C. [Signature]
President

Wm. S. Bigler
Recording-Corresponding Secretary

Charles J. [Signature]
Business Representative

File

AMENDMENT TO THE SURVEY AGREEMENT
between
MONTGOMERY ENGINEERS OF NEVADA
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12, AFL-CIO

WHEREAS, the existing Survey Agreement was entered into on November 1, 1969, and is effective until June 1, 1974, and

WHEREAS, the Apprenticeship Joint Board of Trustees have notified the parties that increased contributions are needed for the cost of operation of this programs, and

WHEREAS, it is the desire of the parties to lead in correction of inflationary inequities,

THEREFORE, it is hereby mutually understood and agreed that said Survey Agreement is amended as follows, effective January 1, 1973:

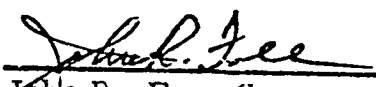
"Apprentices beginning January 1, 1973 or thereafter shall be paid, as called for in the Standards, a percentage of the journeyman wage scale.

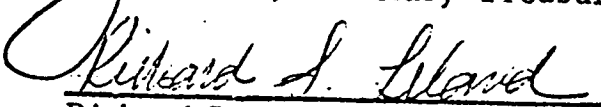
"Be it further understood that blood relatives and civil engineering students qualify in the same manner as all other apprentices.

"And that the contribution be 4 cents per hour, and June 1, 1973 the apprenticeship contribution shall be 6 cents per hour."

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 26th day of December, 1972.

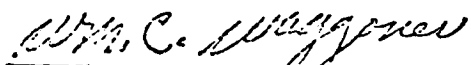
MONTGOMERY ENGINEERS
OF NEVADA


John R. Fee, Secretary-Treasurer

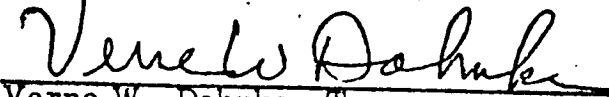

Richard S. Leland, Vice President

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 12


J. H. Seymour, Business Manager


Wm. C. Waggoner, President


G. I. Vawter, Rec-Corres. Secretary


Verne W. Dahnke, Treasurer

SUPPLEMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Las Vegas, a municipal corporation hereinafter called "THE CITY."

WHEREAS, pursuant to Chapter 373 Nevada Revised Statutes, a project thereunder to improve Charleston Boulevard between Twenty-Fifth Street and Nellis Boulevard being located partially within the City and partially within the County, has been approved by the Regional Street and Highway Commission, which said improvement consists of excavation, base courses, median strips, asphaltic concrete paving, drainage structures to protect the construction and to provide four travel lanes. This project also to include the acquisition of the necessary right of way and the replacement of all off-site improvements disturbed by the necessary reconstruction, and

WHEREAS, pursuant thereto, a cooperative agreement, dated the 20th day of August, 1969, was entered into between the County of Clark, and the City of Las Vegas and

WHEREAS, pursuant thereto, competitive bids have been accepted on this project which show the original estimate of the cost of construction was in error.

WITNESSETH

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

1. Section 2 of the agreement dated the 20th day of August, 1969, shall be changed to read:

2. The consultant shall prepare the necessary right of way drawings and descriptions of the right of way required for this project at a cost to the Regional Street and Highway Commission not to exceed \$30,000.00.

The COUNTY shall obtain the necessary appraisals of the right of way required for this project at a cost to the Regional Street and Highway Commission not to exceed \$16,000.00.

The appraisals shall be approved by the Regional Street and Highway Commission and the COUNTY after having been reviewed by an Appraisal Review Board consisting of the Right of Way Agent from the CITY, the Right of Way Agent from the COUNTY, and the Managing Engineer of the Regional Street and Highway Commission.

The CITY shall acquire the necessary right of way which lies within the boundaries of the CITY. The Regional Street and Highway Commission will reimburse the CITY the actual cost, not to exceed the appraised value for each parcel acquired, plus total expenses incurred not to exceed \$5,000.00.

The COUNTY shall acquire the necessary right of way not within the boundaries of the CITY. The Regional Street and Highway Commission will reimburse the COUNTY the actual cost not to exceed the appraised value for each parcel acquired, plus total expenses incurred not to exceed \$5,000.00.

In the event any right of way is obtained by eminent domain, the Regional Street and Highway Commission will reimburse the acquiring entity for the full amount of the award regardless of the amount of the appraised value.

The title to this right of way shall be in the name of the acquiring entity.

2. Section 4 of the above mentioned agreement shall be changed to read:

4. Actual construction of these improvements shall be by private contractor, said contract shall be let by the County after duly advertising for bids in accordance with law. The award of such contract shall be made only after approval of the CITY, the Regional Street and Highway Commission, and the County of Clark.

The cost of such construction shall be paid from the Regional Street and Highway Commission funds, and shall be paid to the contractor directly from such funds upon the furnishing of estimates prepared by the engineering consultant for all costs reimbursable under such contract.

The Managing Engineer of the Regional Street and Highway Commission may authorize change orders to the contract when recommended by the engineering consultant and approved by the CITY and the COUNTY but, such change orders must be in writing and no single change order shall exceed 5% of the initial contract price and the total of all change orders shall not exceed 10% of the contract price. In no event shall the total cost of the construction exceed the sum of \$3,500,000.00.

CLARK COUNTY, NEVADA

Date of Commission Action:

By MYRON E. LEAVITT
Chairman

ATTEST:

Loretta Bowman, County Clerk

CITY OF LAS VEGAS

Date of Commission Action:

By ORAN K. GRAGSON
Mayor

ATTEST:

Edwina M. Cole, City Clerk

The foregoing Cooperative Agreement is approved by the City of Henderson,
a municipal corporation, and the City of North Las Vegas, a municipal corporation.

CITY OF HENDERSON

Date of Council Action:

By _____
ESTES M. MCDONIEL
Mayor

ATTEST:

Genevieve H. Harper, City Clerk

CITY OF NORTH LAS VEGAS

Date of Council Action:

By _____
C. R. CLELAND
Mayor

ATTEST:

Shirley Hansell, City Clerk

SUPPLEMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Henderson, a municipal corporation, hereinafter called "THE CITY."

WHEREAS, pursuant to Chapter 373, Nevada Revised Statutes, a project thereunder to improve Burkholder Boulevard between Major Avenue and Palo Verde Drive being located wholly within the CITY has been approved by the Regional Street and Highway Commission, which said improvement consists of excavation, base courses, asphaltic concrete paving, curb and gutter, drainage structures to protect the construction and to provide two travel lanes. This project also to include the replacement of all off-site improvements, with the exception of utilities, disturbed by the necessary construction and

WHEREAS, pursuant thereto during June, 1971 a Cooperative Agreement was entered into between the County of Clark and the City of Henderson and

WHEREAS, competitive bids have been accepted on this project in accordance with all state laws, which show that the original estimate of the cost of construction was in error.

WITNESSETH

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto it is mutually understood and agreed that Section Three of the aforementioned Agreement shall be changed to read:

3. Actual construction of these improvements shall be by private contractor. Said contract shall be let by the CITY after duly advertising for bids in accordance with law. The award of such contract shall be made only after approval of the Regional Street and Highway Commission and the Board of County Commissioners.

The cost of such construction shall be paid from the Regional Street and Highway Commission funds, and shall be paid to the contractor directly from such funds upon the furnishing of estimates prepared by the CITY for all costs reimbursable under such contract.

The Managing Engineer of the Regional Street and Highway Commission may authorize change orders to the contract when recommended by the CITY, but such change orders must be in writing and no single change order shall exceed 5% of the initial contract price, and the total of all change orders shall not exceed 10% of the contract price. In no event shall the total cost of the construction exceed the sum of \$51,373.61.

CLARK COUNTY, NEVADA

Date of Commission Action:

By _____
MYRON E. LEAVITT
Chairman

ATTEST:

Loretta Bowman, County Clerk

CITY OF HENDERSON

Date of Council Action:

By _____
CRUZ OLAGUE
Mayor

ATTEST:

Genevieve Harper, City Clerk

The foregoing Cooperative Agreement is approved by the City of Las Vegas,
a municipal corporation, and the City of North Las Vegas, a municipal corporation.

CITY OF LAS VEGAS

Date of Commission Action:

ATTEST:

Edwina Cole, City Clerk

By _____
ORAN K. GRAGSON
Mayor

CITY OF NORTH LAS VEGAS

Date of Council Action:

ATTEST:

Shirley Hansell, City Clerk

By _____
C. R. CLELAND
Mayor

FINAL REPORT

DECATUR BOULEVARD

TONOPAH HIGHWAY TO WASHINGTON AVENUE

7d.

ENGINEERING:

City of Las Vegas - Labor	\$73,902.90	
Supplies	977.12	
Prints	<u>523.94</u>	
TOTAL		\$75,403.96

CONSTRUCTION:

Wells Cargo, Inc.	\$442,181.77	
Acme Electric Company	<u>71,527.00</u>	
TOTAL		\$513,708.77

RIGHT OF WAY:

City of Las Vegas - Labor	\$ 8,940.74	
Supplies	67.91	
Prints	89.07	
Title Reports	1,305.00	
Clark County Labor	870.37	
Sheriff's Service	23.45	
Review Journal	<u>92.60</u>	
SUB-TOTAL		\$11,389.14

Appraisers:

Glenn A. Buck, M.A.I.	\$5,922.25	
Lon M. Adams, M.A.I.	800.00	
Appraisal Associates	<u>225.00</u>	
SUB-TOTAL		\$6,947.25

LAND PURCHASES:

<u>Parcel No.</u>	<u>Name</u>	
30-472-01	Cost	\$ 800.00
29-43-46	Anderson	7,110.00
30-441-13	Brown	1,150.00
30-441-12	Brown	1,450.00
39-42-11	Barto	2,122.00
39-42-11	Nevada Savings & Loan	113.00
1A-811-1	Reid	750.00
30-461-11	Kalb	750.00
30-461-12	Kalb	700.00
30-451-18	Gutzait	750.00
30-38-4	Jones	6,655.00
24-43-48	T. Jehovah's Witnesses	1,490.00
1A-08-05	Bank of Nevada	17,500.00

LAND PURCHASES:

<u>Parcel No.</u>	<u>Name</u>		
1A-08-04	Wienes	\$ 18,806.00	
30-38-04	Cooper	4,000.00	
1A-380-05	Childress	1,733.00	
30-48-25	Curray	900.00	
30-451-11 & 02	Essayian	2,150.00	
30-461-13	Bradshaw	750.00	
30-472-03	Pioneer Investment Corp.	1,025.00	
1A-07-1	Las Vegas Hospital	14,724.00	
29-43-07	Lingor	8,805.00	
30-49-38	Lingor	6,960.00	
30-48-19	Lingor	2,565.00	
30-48-33	Lingor	300.00	
1A-38-01	Beebe	50.00	
30-48-18	Papagni	2,260.00	
30-49-32	Nevada Escrow - Smith	5,070.00	
30-462-23	Swartz	6,150.00	
30-49-25	Carr	4,510.00	
Access rights	Thomas	2,500.00	
1A-10-03	Thomas	7,500.00	
24-42-9	Las Vegas Hospital Assn.	2,322.30	
24-42-9	County Treasurer	4,682.70	
3-48-25	Curray	2,100.00	
	SUB-TOTAL		\$141,203.00

Relocation of Utility Lines:

Central Telephone Company	\$3,963.00	
Nevada Power Company	3,684.00	
	SUB-TOTAL	\$7,647.00

TOTAL \$167,186.39

<u>ITEM</u>	<u>ACTUAL COST</u>	<u>COOPERATIVE AGREEMENT</u>
Engineering	\$ 75,403.96 14.6%	\$ 83,550.00
Construction	513,708.77	557,000.00
Right of Way	167,186.39	208,314.40
	<u>\$756,299.12</u>	<u>\$848,864.40</u>

FINAL REPORT

SAHARA AVENUE AND EASTERN AVENUE TRAFFIC SIGNALS

2e.

ENGINEERING:

Labor	\$2,260.63	
Supplies	<u>68.15</u>	
TOTAL		\$2,328.78

CONSTRUCTION:

Ets Hokin & Galvin Electric Company	\$24,714.58	
Acme Electric Company	10,733.60	
City of Las Vegas	<u>5,486.89</u>	
TOTAL		\$40,935.07

RIGHT OF WAY:

Appraisers:

Kenneth Hall, M.A.I.	\$220.00	
Glenn A. Buck, M.A.I.	<u>280.00</u>	
SUB-TOTAL		\$500.00

Land Purchases:

<u>Name</u>	<u>Description</u>	<u>Amount</u>
Juarco Corporation	Parcel No. 12-57-3	\$17,846.07
Juarco Corporation	Damages	<u>21,041.00</u>
	SUB-TOTAL	\$38,887.07
	TOTAL	\$39,387.07

ITEM

Engineering	<u>\$ 2,328.78</u>
Right of Way	39,887.07
Construction	<u>40,935.07</u>
	\$82,650.92

NO COOPERATIVE AGREEMENT
ON THIS PROJECT

FUNDS EXPENDED BY PROJECT

1. SPRING MOUNTAIN ROAD

	<u>CONSTRUCTION</u>	<u>ENGINEERING</u>	<u>RIGHT OF WAY</u>	<u>TOTAL</u>	<u>TOTAL FUNDS COMMITTED</u>	<u>STATUS</u>
a. U.S. 91 to I-15	\$36,684.77	\$3,933.50	\$184,058.84	\$224,677.11		Closed
b. I-15 to Jones	141,480.87	23,570.47	19,578.26	184,629.60	\$213,048.04	Construction Complete
c. U.S. 91 to Paradise	192,316.34	14,034.67	515,099.02	721,450.03	795,669.02	Construction Complete

2. TWENTY-FIFTH STREET

a. Stewart to Owens	362,703.04	52,647.44	197,811.97	631,162.45		Closed
b. Owens to Lake Mead	255,490.21	31,487.36	309,466.68	596,444.25	661,556.00	Construction Complete
c. Carey to Cheyenne	196,695.60	41,557.61	93,825.14	332,078.35	349,893.48	Closed
d. Eastern Ave. Traffic Signals	102,763.00	6,274.15	1,541.40	110,578.55		Closed
e. Sahara and Eastern	40,935.07	2,328.78	39,387.07	82,650.92	119,018.57	Construction Complete
f. Sahara to Charleston		32,818.16	98,576.52	131,394.68	1,072,397.67	Bid Date 8-73

3. MARYLAND PARKWAY

a. Sahara to Charleston	416,386.33	85,886.64	12,153.05	514,426.02		Closed
b. Fremont to Stewart	28,682.36	6,310.19		34,992.55		Closed
c. Stewart to Owens	792,155.91	95,058.71	529,470.42	1,416,685.04	1,420,265.64	Construction Complete
d. Owens to Lake Mead		17,725.24	83,113.04	100,838.28	250,738.00	Bid Date 12-73
e. Charleston to Clark	73,726.51	16,311.71	20,438.86	110,477.08		Closed
f. Maryland Parkway Traffic Signals	160,151.00	11,506.39	1,441.00	173,098.39		Closed
g. Vegas Valley Drive	44,536.00	2,233.91		46,769.91	112,000.00	Under Construction

4. OWENS AVENUE

a. Jones to Decatur	335,322.85	62,526.49	65,751.99	463,601.33	495,198.77	Construction Complete
b. Tonopah Hwy. to "A" Street	778,374.02	84,240.14	183,100.97	1,045,715.13	1,084,709.14	Construction Complete
c. Railroad Grade Separation	303,844.95	38,075.25	172,153.62	514,073.82	740,341.22	Construction Complete
d. Stocker to Main	78,619.10	10,441.38	146,204.96	235,265.44	294,416.38	Construction Complete
e. Main to Twenty-Fifth	530,299.15	103,373.03	119,558.18	753,230.36	996,460.18	Under Construction
f. Twenty-Fifth to Pecos		24,395.50	1,272.71	25,668.21	393,940.00	Bid Date 8-73
g. Pecos to Nellis		27,489.25	9,288.43	36,777.68	828,000.00	Bid Date 2-74
h. Bonanza to Owens		986.74		986.74		

FUNDS EXPENDED BY PROJECT

	<u>CONSTRUCTION</u>	<u>ENGINEERING</u>	<u>RIGHT OF WAY</u>	<u>TOTAL</u>	<u>TOTAL FUNDS COMMITTED</u>	<u>STATUS</u>
5. CHEYENNE AVENUE						
a. Tonopah Highway to Simmons	\$79,430.04	\$16,453.73	\$25,079.59	\$120,963.36		Closed
b. Simmons to U.S. 91	411,970.40	82,569.34	95,849.96	590,389.70		Closed
c. Cheyenne and Civic Center	15,250.22			15,250.22		Closed
6. TROPICANA AVENUE						
a. I-15 to Arville	128,561.83	10,676.95		139,238.78		Closed
b. Maryland Parkway to U.S. 93		15,990.84	3,055.26	19,046.10	\$2,158,000.00	Bid Date 3-74
7. DECATUR BOULEVARD						
a. Spring Mountain to Sahara	118,611.63	14,369.43	78,405.02	211,386.08		Closed
b. Sahara to Del Rey	291,611.11	32,852.49	92,160.01	416,623.61	419,026.38	Construction Complete
c. Fremont to Alta	140,942.16	43,736.26	57,619.02	242,297.44		Closed
d. Tonopah to Washington	513,715.77	75,046.48	162,116.03	750,878.28	851,015.88	Construction Complete
8. SUNSET AND RUSSELL						
a. Paradise to Maple	399,163.85	68,444.44	211,806.35	679,414.64		Closed
b. Russell	598,691.85	96,108.78	16,703.34	711,503.97		Closed
c. Boulder Hwy. to Stadium	239,642.15	25,162.34	19,887.73	284,692.22		Closed
d. Boulder Hwy. to Maple		72.85	302.06	374.91	374.91	Bid Date 5-74
9. CHARLESTON BOULEVARD						
a. Twenty-Fifth to Nellis	861,744.18	415,532.27	505,764.87	1,783,041.32	1,943,386.54	Under Construction
b. Pahor to Westwind	888,356.70	161,347.49	80,558.26	1,130,262.45	1,356,999.12	Construction Complete
c. Twenty-Sixth and Meadows	4,151.30	4,740.93		8,892.23		Closed
d. Main to Twenty-Fifth		120,757.30	176,788.17	297,545.47	1,195,697.00	Not Scheduled ✓
e. Antelope to Upland		24,835.27	12,226.60	37,061.87	796,750.00	Bid Date 11-73
10. RAINBOW BOULEVARD						
a. Fremont to Tropicana (right of way)			21,520.83	21,520.83	32,154.00	

FUNDS EXPENDED BY PROJECT

	<u>CONSTRUCTION</u>	<u>ENGINEERING</u>	<u>RIGHT OF WAY</u>	<u>TOTAL</u>	<u>TOTAL FUNDS COMMITTED</u>	<u>STATUS</u>
11. CENTER STREET						
a. Major to Lake Mead	\$79,190.12	\$12,327.81		\$91,517.93		Closed
12. EAST LEG OF FREEWAY						
a. Fifth Street to U.S. 93		4,890.11		4,890.11	5,000.00	
b. U.S. 93 to Railroad Pass			174,263.37	174,263.37		
13. PARADISE ROAD						
a. Traffic Signals	160,485.38			160,485.38	175,000.00	Construction Complete
14. RIVIERA DRIVE						
a. U.S. 91 to Paradise	44,620.92	4,586.66	786.86	49,994.44		Closed
15. HORIZON DRIVE						
a. U.S. 93 to Mt. View	160,756.06	19,290.73	49,584.37	229,631.16		Closed
16. CAREY AVENUE						
a. Railroad Grade Separation	388,878.56	38,887.89	110,379.36	538,145.81	577,210.31	Construction Complete
b. Donna to I-15		6,000.00	31,756.98	37,756.98	112,785.00	Bid Date 10-73
17. SMOKE RANCH ROAD						
a. U.S. 93 to Jones		10,322.92	53,223.25	63,546.17	229,125.00	Bid Date 7-74
18. BONANZA ROAD						
a. Twenty-Fifth Street to Nellis		72,289.37	3,831.29	76,120.66	1,635,032.80	Bid Date 8-73
19. LORENZI						
a. Fremont to U.S. 95		7,417.39	240.80	7,658.19	654,800.00	Not Scheduled

FUNDS EXPENDED BY PROJECT

	<u>CONSTRUCTION</u>	<u>ENGINEERING</u>	<u>RIGHT OF WAY</u>	<u>TOTAL</u>	<u>TOTAL FUNDS COMMITTED</u>	<u>STATUS</u>
20. VALLEY VIEW						
a. Spring Mt. to Charleston	\$3,537.12	\$53,589.51	\$10,038.62	\$67,165.25	\$67,165.25	Bid Date 11-73
21. HIGHLAND DRIVE						
a. Charleston to Carey						Bid Date 5-74
b. Carey to Cheyenne		29,822.39	41,131.54	70,953.93	474,813.00	Under Construction
22. STEWART STREET						
a. 30th Street to Nellis		75,931.81	13,303.26	89,235.07	946,247.68	Bid Date 1-74
23. FLAMINGO ROAD						
a. McLeod to U.S. 93		2,162.61		2,162.61	2,162.61	Not Scheduled
24. PECOS - MCLEOD						
a. Flamingo to Sahara		14,256.92	10,373.54	24,630.46	904,750.92	Bid Date 9-73
25. CRAIG ROAD						
a. I-15 to U.S. 93		30,366.91	37,550.11	67,917.02	505,250.00	Bid Date 9-73
26. SAHARA AVENUE						
a. Right of Way			100,000.00	100,000.00		Closed
27. BURKHOLDER BOULEVARD						
a. Major to Palo Verde	51,373.61	3,457.44		54,831.05	57,538.44	Construction Complete
28. NELLIS BOULEVARD						
a. Sahara Ave. Traffic Signals	149,092.47	19,187.86		168,280.33	224,000.00	Under Construction
29. WASHINGTON AVENUE						
a. Highland to "H" St.						Bid Date 7-74
b. Main to 5th St.		18,559.28	1,013.30	19,572.58	190,200.00	Bid Date 5-75

FUNDS EXPENDED BY PROJECT

	<u>CONSTRUCTION</u>	<u>ENGINEERING</u>	<u>RIGHT OF WAY</u>	<u>TOTAL</u>	<u>TOTAL FUNDS COMMITTED</u>	<u>STATUS</u>
30. INTERSECTION LIGHTING	\$81,662.22	\$93.02		\$81,755.24	\$102,200.53	Under Construction
31. SUZANNE STREET						
a. Tropicana to Sands					882,000.00	Bid Date 2-74
32. T.O.P.I.C.S.						
a. Pecos & Lake Mead			100.00	100.00	5,000.00	Bid Date 9-73
TOTALS	\$10,682,606.73	\$2,427,350.53	\$5,000,711.88	\$18,128,669.14	\$26,884,172.23	

RECEIVED
CITY MANAGER
JUL 30 1973
7, 8, 9, 10, 11, 12, 1, 2, 3, 4, 5, 6 PM

6/29/73

1886-F

REGIONAL STREET AND HIGHWAY COMMISSION
OF
CLARK COUNTY

RECEIVED
CITY MANAGER

JUL 10 1973

FUND CONTROL

7, 8, 9, 10, 11, 12, 1, 2, 3, 4, 5, 6

PAID OUT:

Construction	\$10,682,606.73
Engineering	2,427,349.73
Right of Way	5,000,663.88
Bond Interest Fund	3,154,426.75
Bond Redemption Fund	1,814,999.98
Bond Reserve Fund	872,000.00
Boulder City	157,883.72
Mesquite Town	9,313.99
Logandale	7,246.76
Held For Entities Not In Plan	96,700.42
Administrative Costs	363,600.80

TOTAL

\$24,586,792.76

INCOME:

Motor Fuel Tax	\$16,145,754.53
Bond Sales	15,250,000.00
Interest From Deposits	2,321,592.00

TOTAL

\$33,717,346.53

INCOME

\$33,717,346.53

LESS PAID OUT

24,586,792.76

CASH AND INVESTMENTS AVAILABLE

\$9,130,553.77

ADDITIONAL COMMITTED

BUT NOT SPENT:

Construction	\$11,857,433.32
Engineering	969,844.41
Right of Way	1,405,000.20

TOTAL

\$14,232,277.93

CONSTRUCTION TO BE HELD
FOR ADDITIONAL INCOME

\$5,101,724.16

REGIONAL STREET AND HIGHWAY COMMISSION

MONTHLY EXPENDITURE REPORT

FUND 10

DATE 1973	ITEM	REFERENCE NUMBER	AMOUNT	TOTAL
6/4	Wells Cargo, Inc.	P. O. 22865	\$ 37,360.08	
6/5	Wells Cargo, Inc.	P. O. 15524	11,030.76	
6/5	Wells Cargo, Inc.	P. O. 22865	90,132.25	
6/5	T. E. Coon, etux	Par. 29-43-43	2,000.00	
6/5	Ira M. Smith	Par. 29-43-35	430.00	
6/5	Chicago Title Insurance Company	LV 35085	98.00	
6/5	Title Insurance & Trust Company	LV 14465	50.00	
6/5	Title Insurance & Trust Company	LV 14654	50.00	
6/5	S. E. & A. Consulting Engineers	P. O. 21682	8,323.71	
6/11	Acme Electric Company	P. O. 18766	2,580.00	
6/11	Central Telephone Company	P. O. 23419	570.00	
6/12	Chicago Title Insurance Company	LV 44808	-550.00	
6/13	Clerk of Eighth District Court		1,816.64	
6/15	City of Las Vegas	Invoice 1889	11,136.59	
6/15	City of Las Vegas	Invoice 1888	7,817.02	
6/15	City of Las Vegas	Invoice 2005	11,313.64	
6/15	City of Las Vegas	Invoice 2006	43,468.47	
6/15	City of Las Vegas	Invoice 2007	21,999.59	
6/15	City of Las Vegas	Invoice 2004	59,151.44	
6/15	City of Las Vegas	Invoice 1991	20,953.01	
6/15	City of Las Vegas	Adjustment	.80	
6/15	City of Las Vegas	Invoice 1922	18,136.64	
6/26	Wallace-Montgomery Engineers	P. O. 12461	309.85	
6/26	Wallace-Montgomery Engineers		13,364.98	
6/26	Chicago Title Insurance Company	LV 42754	14.00	
6/26	Chicago Title Insurance Company	LV 44196	1,150.00	
6/26	Rico Paving Company	P. O. 16604	5,507.02	
6/26	Wells Cargo, Inc.	P. O. 22865	39,160.20	
6/28	O. L. Snyder	Par. 5-104-10	250.00	
6/28	Nevada Rock and Sand Company	P. O. 12750	25,013.89	
6/29	Chicago Title Insurance Company	LV 43168	-48.00	

\$432,590.58

FUND 9

DATE 1973	ITEM	REFERENCE NUMBER	AMOUNT	TOTAL
6/5	Clark County Central Supply		\$ 73.71	
6/8	I.B.M., Inc.	P. O. 22352	679.50	
6/8	S.P.D. Office Equipment, Inc.	P. O. 22397	199.20	
6/13	Albright's Business Machines	P. O. 24295	19.80	
6/28	Las Vegas Blueprint & Photocopy Co.	P. O. 25347	<u>69.50</u>	\$1,104.46
6/1	Payroll		\$2,325.85	
6/15	Payroll		2,476.16	
6/29	Payroll		<u>3,201.77</u>	
			\$8,003.78	
6/27	Insurance		116.86	
6/29	Public Employee Retirement Board		<u>251.74</u>	\$8,372.38