

INTERLOCAL CONTRACT

**GOWAN OUTFALL
ALEXANDER ROAD – DECATUR BOULEVARD TO SIMMONS STREET AND
SIMMONS STREET TO CLAYTON**

THIS INTERLOCAL CONTRACT "CONTRACT" made and entered into as of the 7th day of July, 2021 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of North Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update (MPU) Flood Control Master Plan Update as Structures GOOF 0152, 0154, 0164, 0275, 0285, 0325 and 0375, 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 construction and construction management associated with the Gowan Outfall, Alexander Road – Decatur Boulevard to Simmons Street Project. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECTS COSTS

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

1. Construction costs shall not exceed \$31,483,550.
2. Construction Management costs shall not exceed \$2,205,000.
3. Construction Management City Labor shall not exceed \$300,000.
4. The total cost of this CONTRACT shall not exceed \$33,988,550, which includes all the items described in the paragraphs above.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the PROJECT. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract must be 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 the specifications as the funding agency.
2. The CITY will use its best efforts to award the bid for this PROJECT by September 2021. 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 Board. 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 Clark County Regional Flood Control District Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and 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. Predesign Engineering
 - b. Design Engineering
 - c. Entity Design Labor
 - d. Right-of-way
 - e. Environmental
 - f. Emergency Action Plan
 - g. Flood Map Revision
 - h. Construction
 - i. Construction Management

- j. Entity Construction Management Labor
- k. Landscape Construction
- l. Other

- 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, 2024. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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16. This CONTRACT may be executed in multiple counterparts, each of which shall be deemed an original CONTRACT and each of which shall constitute one and the same CONTRACT. The counterparts of this CONTRACT may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

May 20, 2021

BY: Debra March
Debra March (May 25, 2021 15:32 PDT)

DEBRA MARCH, Chair

ATTEST:

Tammy D. McMahon

for

DEANNA HUGHES
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
Christopher Figgins (May 24, 2021 09:47 PDT)

CHRISTOPHER FIGGINS
RFCDD Attorney

Date of Council Action:

CITY OF NORTH LAS VEGAS

July 7, 2021

BY: John J. Lee
JOHN J. LEE
Mayor

ATTEST:

Marie Purcell

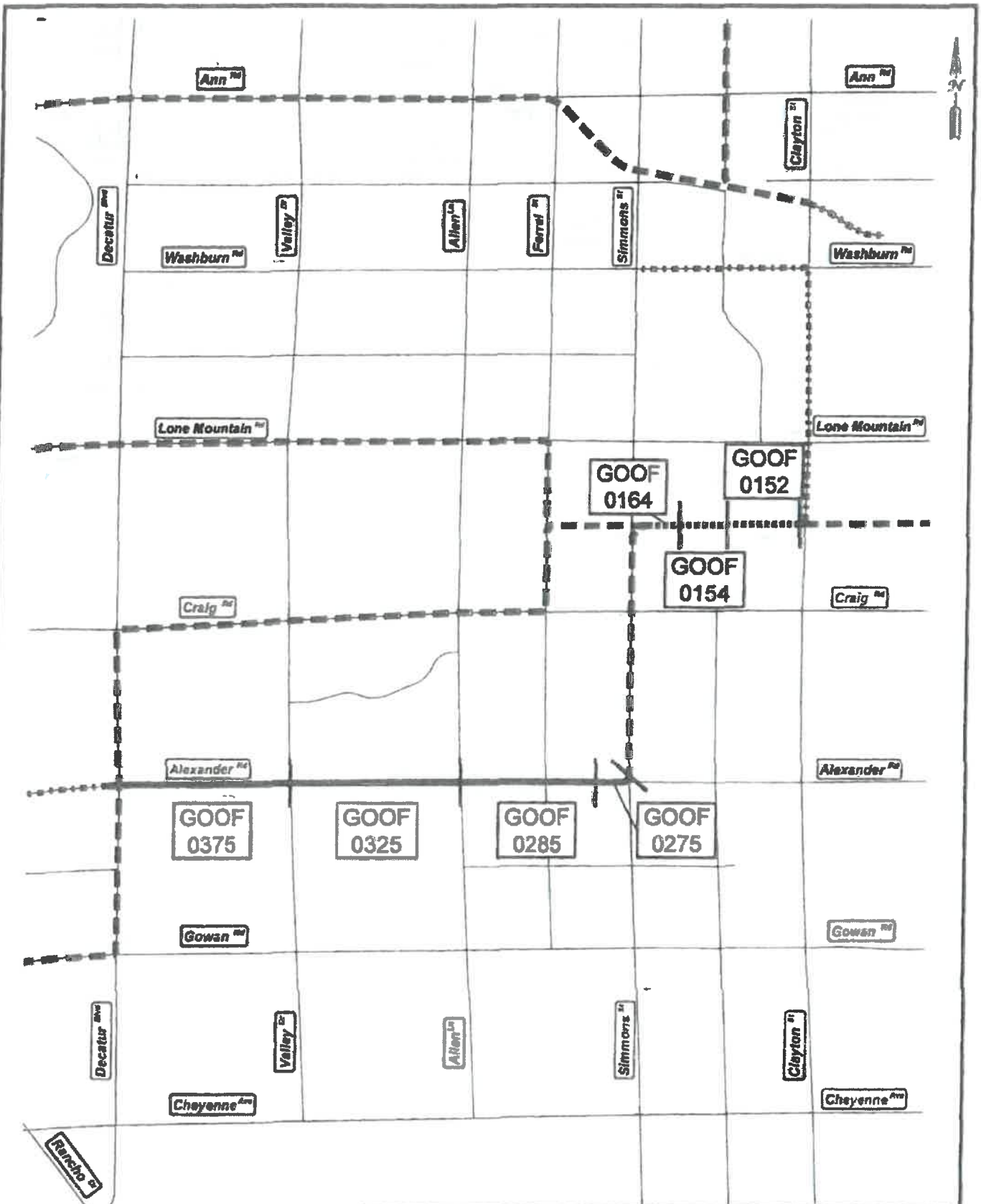
MARIE E. PURCELL, CMC
Acting City Clerk

Approved as to Form:

Micaela Rustia Moore
MICAELA RUSTIA MOORE

City Attorney

NLV04L21



LEGEND

-  EXISTING CCRFCD FACILITIES
-  PROPOSED MODIFICATIONS TO EXISTING CCRFCD FACILITIES
-  PROPOSED CCRFCD FACILITIES
-  FUTURE CCRFCD FACILITIES

Gowan Outfall, Alexander Road - Decatur Boulevard to Simmons Street and Simmons Street to Clayton - NLV04L21

**Exhibit A
Project Map**

