SUPPLEMENTAL NO. 8 TO THE INTERLOCAL CONTRACT FOR
SLOAN CHANNEL, LAS VEGAS WASH TO CHARLESTON BOULEVARD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 7th day of March, 2009, by and between the Clark County Regional Flood Control District, hereinafter referred to as DISTRICT, and the County of Clark, hereinafter referred to as COUNTY.

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 identified in the 2002 Master Plan Update, Structure No.’s RWSL 0000, 0040, and 0063, and in the 2008 Master Plan Update, Structure No.’s RWSL 0000, 0040, 0056, and 0063 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 DISTRICT approved an interlocal contract to provide funds for construction, construction engineering, environmental mitigation, and legal fees (other) of the Project; and,

WHEREAS, the DISTRICT set a priority for funding on September 12, 2002; and,

WHEREAS, the DISTRICT approved an Interlocal Contract on August 14, 2003 which retained the previously set priority to include additional language in Section II – Project Costs, Paragraph Seven; and,

WHEREAS, it is necessary to increase construction funding and increase funding for legal fees, hereinafter referred to as other, for the Project; 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 COUNTY agree to supplement the Interlocal Contract approved August 14, 2003, and supplemental interlocal contracts approved July 8, 2004, June 9, 2005, and November 10, 2005, February 9, 2006, June 14, 2007, October
11, 2007, and February 14, 2008 as follows:

**SECTION II - PROJECT COSTS, shall be changed to read as follows:**

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

1. Construction in an amount not to exceed $8,370,000.00.

2. Construction management in an amount not to exceed $1,620,000.00.

3. Environmental mitigation in an amount not to exceed $567,624.00.

4. Other (Legal Fees) in an amount not to exceed $890,000.00.

5. The total cost of this Interlocal Contract shall not exceed $11,447,624.00, which includes all the items described in the paragraphs above.

6. 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.

7. 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.

8. The DISTRICT agrees to reimburse the COUNTY for eligible costs, without interest, incurred by the COUNTY prior to approval of this contract, but not before September 12, 2002.
The remainder of the original Interlocal Contract and supplemental Interlocal Contracts remains unchanged.

IN WITNESS WHEREOF, this Supplemental No. 8 Interlocal Contract is hereby executed as of the date first set forth above.

Date of Commission Action: ________________

CLARK COUNTY BOARD OF COMMISSIONERS

By: ________________

RORY REID
Chairman

Attest: ________________

SHIRLEY B. PARRAGUIRRE
County Clerk

Date of District Action: January 12, 2009

REGIONAL FLOOD CONTROL DISTRICT

By: __________________________

LAWRENCE L. BROWN, III, Chairman

Attest: __________________________

CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

CHRISTOPHER FIGGINS
Chief Deputy District Attorney
Exhibit A
SLOAN CHANNEL, LAS VEGAS WASH TO CHARLESTON BOULEVARD
To Contractor listed above, you are hereby directed to make the changes described below from the plans and specifications, or do the following described work not included in the plans and specifications on this contract.

Description:
1. Construct Peach Orchard lateral offsite drainage improvement as indicated on Drawings CA-1 through 4 to include furnish and install an 18” RCP, Zurn trench drain, bollards, wrought iron fence, remove and replace existing concrete trapezoidal channel, sidewalk and utility handholds, that includes 3 excusable, compensable calendar days via 109.05, 3 excusable, compensable calendar days via extra work and 12 excusable, non-compensable calendar days.
2. Contract time extension of 35 excusable, compensable calendar days
3. Contract time extension of 58 excusable, non-compensable calendar days
4. Contract time extension of 55 excusable, non-compensable calendar days
5. Modify the reinforced concrete box headwall tie-ins to the existing storm drain laterals at two locations that includes 4 excusable, compensable calendar days via extra work.
6. Increased quantity of Bid Item #203.01, Channel Excavation (Arbitration Decision - Interim Order No. 1)
7. Increased quantity of Bid Item #301.01, Select Backfill (Arbitration Decision - Interim Order No. 1)
8. Unsettled claim issues in the amount of $1,504,966.42 (Arbitration Decision - Interim Order No. 2)

Reason:
Please check the appropriate box and provide explanation:

- Quantity Over-Run:
  1. Item No. 6 - 31,806 CY of Bid Item #203.01, Channel Excavation
  2. Item No. 7 - 12,171 CY of Bid Item #301.01, Select Backfill

- Extra Work requested by County/funding agency:
  Item No. 1 – Runoff from residential area east of Sloan Channel discharges into Peach Orchard Lateral was ponding and backed up at the block wall along the eastern limit of the project
  Item No. 5 – The headwall and transition walls needed to be raised to retain the backfill and maintenance road slopes

- Weather Delay: Item No. 3 – Excusable, non-compensable delays due to various weather impacts

- Other: Item No. 2 - Negotiated prior to Meadow Valley Contractors, Inc. claim
  Item No. 4 – Resolve soil suitability through material testing and compaction efforts throughout the fall of 2004
  Item No. 8 – Arbitration Decision – Interim Order No. 2

Cost Analysis/Summary:

1. Item 1: CCA No. 12 and 16 Rev 2, both from original contract funds $ 0.00
2. Item 2: CCA No. 18 from original contract funds $ 0.00
3. Item 3: No cost $ 0.00
4. Item 4: No cost $ 0.00
5. Item 5: CCA No. 9 from original contract funds $ 0.00
6. Item 6: 31,806 CY of Bid Item #203.01, Channel Excavation @ $5.75/CY $ 182,884.50
7. Item 7: 12,171 CY of Bid Item #301.01, Select Backfill @ $15.00/CY $ 182,565.00
8. Owner Caused Delays – 59 CD @ $1,210.82/CD $ 71,438.38
  Contractor Attorney Fees $ 148,520.10
  Consequential Damages $ 19,660.96
  Clear and Grub (Second Time) $ 16,294.74
  Clean Drain Rock $ 10,373.14
  Inefficient removal of unsuitable soils $ 22,686.24
  Damage to grading $ 16,463.85
  Liquidated Damages – 18 CD @ $3,000/CD $ 20,384.24
  ($ 54,000.00)

TOTAL COST ANALYSIS/SUMMARY: $ 639,271.15
It is understood and agreed that the above change in the contract price will compensate the Contractor for all direct and indirect costs which will be incurred in performing the change work and for all direct and indirect costs which will be incurred as a result of the impact or effect of the changed work on the unchanged works. It is further understood and agreed that performance of the changed work will not delay completion of the project, nor cause the Contractor to accelerate performance, and that therefore the contract time remains unchanged, except as duly modified by this and previous change orders, it any, and Contractor agrees to waive damages due to delay of completion. By reason of this proposed change: 177- Days extension of time will be allowed.

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>PROJECT ENGINEER</th>
<th>DATE</th>
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<td>Ordered by:</td>
<td>CHIEF CONSTRUCTION ENGINEER</td>
<td>DATE</td>
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<tr>
<td>Recommended by:</td>
<td>CONSTRUCTION MANAGEMENT DIVISION</td>
<td>DATE</td>
</tr>
<tr>
<td>Approved:</td>
<td>DIRECTOR OF PUBLIC WORKS</td>
<td>DATE</td>
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</tbody>
</table>

**Signature:**

**Date:**

**Title:**

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