



Department of Administrative Services

Purchasing and Contracts

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(702) 455-2897 • Fax (702) 386-4914

Sabra Smith Newby, Chief Administrative Officer
Adleen B. Stidhum, Purchasing Administrator

CLARK COUNTY, NEVADA
BID NO. 603040-13
MUDDY RIVER COOPER STREET BRIDGE

October 4, 2013

ADDENDUM NO. 1

INVITATION TO BID

1. The Bid Opening date of October 17, 2013 at 2:15:00 p.m., remains unchanged.

BID FORM

2. Replace the existing Bid Form Pages 4-1 through 4-7 with the attached Revised Bid Form, Revised Pages 4-1 through 4-7. New Bid Item 202.21, Remove Adelia Street House, was added to the Bid Form.

SPECIAL PROVISIONS

3. **SUBSECTION 100.01 - LOCATION AND SCOPE**

Delete the paragraph under this subsection and replace with the following:

The work to be performed under this Contract is for the construction of Muddy River Cooper Street Bridge and related appurtenances located in Overton, Nevada, along the Muddy River from Ramos Ranch Road to Ingram Avenue. The improvements will generally consist of, but not be limited to, site clearing, scarification, removal and disposal of structures and obstructions, excavation and embankment to proposed grade elevations, aggregate access road, concrete-lined channel, earthen channel, earthen channel with riprap-lined sides, gabion-lined channel, a gabion-lined transition structure, gabion cutoff wall, a bridge structure and roadway improvements at Cooper Street, utility relocations, fencing and gates, and appurtenances and other improvements as specified and as shown on Drawings. **At the completion of construction, the work shall also encompass demolition and removal of the house at 410 North Adelia Street including verification of septic tank on-site and, if present, septic tank abandonment.**

4. **SUBSECTION 202.01.01 - GENERAL**

Add the following paragraphs to this subsection:

"H. At the completion of construction, Contractor shall demolish and remove the house and appurtenant structures provided by the Owner for use as the Field Office (as specified in Section 200). An asbestos survey was completed for this house, titled Asbestos Demolition Survey, Vacant Residence, 410 North Adelia Street, Overton, Nevada, dated January 31, 2011, and prepared by Converse Consultants. A copy of this survey is available in the office of the Project Engineer at 500 Grand Central Parkway, Suite 2001 where it may be picked up by the prospective bidders at no cost. This survey reported that no asbestos was detected in the samples analyzed for asbestos content. Contractor shall perform demolition and removal of this house in compliance with the following:

1. Remove and dispose of all utility connections provided for the Field Office.
2. Remove and dispose of all other appurtenant structures located on the property.
3. Verify that a septic tank is on-site and, if present, abandon the septic tank and leach field on the property in accordance with the requirements of the Southern Nevada Health District:

<http://www.southernnevadahealthdistrict.org/isds/res-abandonment.php>

4. Properly handle and dispose of all demolition materials.
5. Remove and properly dispose of all trash and debris generated by the demolition work.
6. Comply with dust control and storm water pollution control requirements.
7. Create a smooth ground surface and ensure that the property will drain.
8. Provide all other related work, permitting, and incidentals necessary to complete the project.
9. Obtain and comply with all necessary permits."

5. **SUBSECTION 202.03.01 - GENERAL**

Add the following paragraphs to this subsection:

"C. Contractor shall be responsible for the following:

1. Not starting any demolition until a project site visit including review of his procedures and schedule is conducted with Engineer, and Contractor has performed a safety walk-through.
2. Performing a thorough field review of property to be demolished to determine existing conditions prior to beginning work.
3. Complying with EPA, OSHA, 29 CFR 1926-62 Lead Regulation and also providing proposed action plans in accordance with Southern Nevada Health District's Demolition Removal Procedures.
4. Complying with EPA regulation in disconnecting and properly disposing of heating, ventilation, and air conditioning (HVAC) systems and providing proof of proper disposal.
5. Complying with all disposal regulations if oil or grease or possibly hazardous materials are found on the property.
6. Calling "Call Before You Dig" and "Call Before You Do Overhead" a minimum of 3 working days before beginning work.
7. Making sure all utilities have been disconnected and services removed, both underground and overhead, from the building to the existing right-of-way before starting demolition.
8. Capping and marking disconnected utilities as required by Engineer.
9. Keeping utilities in service and maintaining access to other sections of the neighborhood.
10. Filling all cavities caused by demolition with small (minus 3/4-inch), non-perishable materials acceptable to Engineer.
11. Broom cleaning and water soaking the property once demolition is complete.
12. Providing proof to Engineer of proper disposal of demolition materials and trash in an authorized landfill.
13. Immediately correcting and/or remedying all conditions reported by City, County, State, and/or Federal Inspectors, and providing Engineer with a written report of action taken within 48 hours of completing corrective actions.
14. Protecting items/improvements not designated for removal."

6. **SUBSECTION 202.04.01 - MEASUREMENT**

Add the following paragraph to this subsection:

"X. Measurement for payment of Remove Adelia Street House will be on a lump sum basis."

7. **SUBSECTION 202.05.01 - PAYMENT**

Add the following sentences to Paragraph E of this subsection:

"The lump sum payment for Remove Building shall also be full compensation for verification of septic tank on-site and, if present, septic tank and leach field abandonment in accordance with the requirements of the Southern Nevada Health District. Additionally, the lump sum payment shall include broom cleaning and water soaking the building demolition site, restoring the disturbed surface to an equal or better condition than the original, ensuring that the demolition area of the property is graded to drain, and for all labor, tools, equipment, and incidentals required to complete the work as shown on the Drawings, as specified, and as required by Engineer."

Add the following new paragraph to this subsection and re-letter existing Paragraph X to be Paragraph Y, accordingly:

"X. The lump sum payment for Remove Adelia Street House shall be full compensation for removal and disposal at an approved site of existing Adelia Street House and other appurtenant structures on the property at the completion of construction when the house is no longer needed as a Field Office. The demolition and removal of the house shall include framing, roofing, foundations, steel, concrete, footings, excavation, backfill, utilities, traffic control, and all incidental and appurtenant items in accordance with applicable provisions of Section 202 of the Standard Specifications, properly removed and site of removal restored as specified, as shown on the Drawings, and as required by Engineer. Payment shall also be full compensation for verification of septic tank on-site and, if present, septic tank and leach field abandonment in accordance with the requirements of the Southern Nevada Health District. Additionally, the lump sum payment shall include broom cleaning and water soaking the building demolition site, restoring the disturbed surface to an equal or better condition than the original, ensuring that the demolition area of the property is graded to drain, and for all labor, tools, equipment, and incidentals required to complete the work as shown on the Drawings, as specified, and as required by Engineer."

8. **SUBSECTION 630.04.01 - MEASUREMENT**

Add the following paragraph to this subsection:

"B. Septic tank and leach field abandonments will not be measured for payment as such, but shall be included in the lump sum measurement for building demolition and removal."

9. **SUBSECTION 630.05.01 - PAYMENT**

Add the following to Paragraph B of this subsection:

"Also, no separate payment will be made for septic tank and leach field abandonments, all costs for which shall be included in the lump sum payments for demolition and removal of the buildings where the septic tanks and leach fields are located."

10. **APPENDIX A - US ARMY CORPS OF ENGINEERS SECTION 404 PERMIT**

Delete Appendix A and replace with the attached Appendix A. Appendix A is replaced to provide a more legible version.

Except as modified herein, all other bid specifications, terms, conditions, and special provisions shall remain the same.

ISSUED BY:



THOMAS E. BOLDT, C.P.M.
Senior Purchasing Analyst

Attachment(s): Revised Bid Form, Pages 4-1 through 4-7
Replacement Appendix A - 404 Permit

cc: John Catanese, Public Works
Cindy Beauchamp, Public Works

Mike Mamer, Public Works

CLARK COUNTY, NEVADA

BID FORM

BID NO. 603040-13
MUDDY RIVER COOPER STREET BRIDGE
PWP NUMBER: CL-2013-247
REVISED PER ADDENDUM NO. 1

(NAME)

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. Have completed all information in the blanks provided and have submitted the following within this Bid:
 - a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
 - b) Attached a bid security (in the form of, at my option, a Cashiers Check, Certified Check, Money Order, or Bid Bond in favor of the Owner in the amount of five percent (5%) of the Total Base Bid amount.
 - c) If claiming the preference eligibility, I have submitted a valid Certification of Eligibility with this Bid.
4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, and I understand that hand delivery is recommended, and Owner shall not be responsible for lists received after the two hour time limit, regardless of the reason. This Attachment will be time stamped by the Purchasing and Contracts Division. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid may be deemed non-responsive. I acknowledge that for:
 - a) Projects EXCEEDING \$5,000,000
I need to list only Subcontractors that will provide labor/improvements exceeding one percent (1%) of the Prime Contractor's total base bid amount, or \$50,000.00, whichever is greater.
5. I acknowledge that if notified that I am the low bidder, I must submit the Disclosure of Ownership/Principals form within 24-hours of request.
6. I acknowledge that my bid is based on the current State of Nevada prevailing wages.
7. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
8. Upon faxed or mailed receipt of a Notice of Intent to Award the Contract, I will provide the following submittals within seven business days from receipt of the Notice:
 - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
 - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
9. I acknowledge that if I do not provide the above submittals on or before the seventh business day after receipt of the Notice of Intent to Award; or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the Owner the amount of \$3,000 per day as liquidated damages.

10. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
11. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions.**
12. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
13. I have carefully checked the figures below and the Owner will not be responsible for any error or omissions in the preparation or submission of this Bid.
14. I agree no verbal agreement or conversation with an officer, agent or employee of the owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
15. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:
- Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
- Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
- Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
- Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
- Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
16. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

BID SCHEDULE				
ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	TOTAL
109.01	CONSTRUCTION CONFLICTS & ADDITIONAL WORK	1	LS	\$ 750,000.00
109.02	HISTORICAL OWNER-CAUSED DELAY ALLOWANCE	15	DAY	\$ 7,500.00
109.03	ADDITIONAL AMOUNT OVER \$500/DAY AS DETERMINED BY BIDDER	15	DAY	\$
200.01	MOBILIZATION	1	LS	\$
201.01	CLEARING AND GRUBBING	38	AC	\$
202.01	REMOVE BUILDINGS	1	LS	\$
202.02	REMOVE FENCE	1,530	LF	\$
202.03	REMOVE CUT-OFF WALL	1,303	LF	\$
202.04	REMOVE STEM WALL	265	LF	\$
202.05	REMOVE AND SALVAGE GUARDRAIL	96	LF	\$
202.06	REMOVE AND SALVAGE SIGN	3	EA	\$
202.07	REMOVE DOUBLE 4-FOOT BY 2-FOOT RCB CULVERT	1	LS	\$
202.08	REMOVE DRAW BRIDGE	1	LS	\$
202.09	REMOVE CONCRETE DRAINAGE STRUCTURE	1	LS	\$
202.10	REMOVE GABION WALL	213	LF	\$
202.11	REMOVE IRRIGATION CHANNEL	215	LF	\$
202.12	REMOVE AND SALVAGE IRRIGATION PUMP	1	LS	\$

BID SCHEDULE				
ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	TOTAL
202.13	REMOVE HEADWALLS AND FOOTINGS	1	LS	\$
202.14	REMOVE DRIVEWAY	182	SY	\$
202.15	REMOVE CMP	132	LF	\$
202.16	REMOVE IRRIGATION PIPE	3,300	LF	\$
202.17	REMOVE BITUMINOUS SURFACE	4,900	SY	\$
202.18	ABANDON WELL	1	LS	\$
202.19	REMOVE CONCRETE SLOPE PAVING	500	SY	\$
202.20	RELOCATE 20-INCH TWIST CAP AND CONCRETE CHANNEL	1	LS	\$
202.21	REMOVE ADELIA STREET HOUSE	1	LS	\$
203.01	EXCAVATION	297,000	CY	\$
203.02	OVER-EXCAVATION AND BACKFILL	3,662	CY	\$
203.03	FILL	21,600	CY	\$
213.01	18-INCH PVC PIP	1,672	LF	\$
213.02	20-INCH HDPE IRRIGATION PIPELINE	737	LF	\$
213.03	6-INCH DUCTILE IRON IRRIGATION PIPELINE	90	LF	\$
213.04	IRRIGATION STAND PIPE	1	EA	\$
213.05	WEBBER IRRIGATION PIPE AND FACILITY	1	LS	\$
214.01	IRRIGATION PUMP SYSTEM	1	LS	\$
217.01	DEWATERING	1	LS	\$
302.01	TYPE II AGGREGATE ACCESS ROAD AND MANWAY (F)	2,150	CY (F)	\$
302.02	TYPE II AGGREGATE BASE COOPER STREET AND WEBBER ACCESS ROAD (F)	2,700	CY (F)	\$
402.01	PLANTMIX BITUMINOUS SURFACE (3-INCH) (F)	4,350	SY (F)	\$
502.01	CONCRETE TRAPEZOIDAL CHANNEL (STA. 180+58.93 TO STA. 182+06.29)	148	LF	\$
502.02	CONCRETE TRAPEZOIDAL CHANNEL (STA. 191+42.65 TO STA. 195+38.68)	396	LF	\$
502.03	CONCRETE RECTANGULAR CHANNEL (STA. 184+31.29 TO STA. 187+20.79)	290	LF	\$
502.04	CONCRETE CHANNEL TRANSITION (STA. 182+06.29 TO STA. 184+31.29)	225	LF	\$
502.05	CONCRETE CHANNEL TRANSITION (STA. 187+20.79 TO STA. 191+42.65)	422	LF	\$
502.06	COOPER BRIDGE STRUCTURE	1	LS	\$
502.07	IRRIGATION OPEN CONCRETE CHANNEL	135	LF	\$
502.08	IRRIGATION PUMP BOX	1	LS	\$
502.09	CATTLE RAMP	1	LS	\$
502.10	2-FOOT WIDE U-CHANNEL	450	LF	\$
502.11	NDOT CULVERT HEADWALL	1	EA	\$
502.12	CONCRETE SWALE	38	LF	\$

BID SCHEDULE						
ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	TOTAL		
502.13	IRRIGATION OPEN CONCRETE CHANNEL TERMINATION	1	LS	\$		
502.14	IRRIGATION OPEN CONCRETE CHANNEL LATERAL	1	LS	\$		
603.01	18-INCH RCP STORM DRAIN (CLASS III)	46	LF	\$		
603.02	24-INCH RCP STORM DRAIN (CLASS III)	302	LF	\$		
603.03	30-INCH RCP STORM DRAIN (CLASS III)	36	LF	\$		
603.04	36-INCH RCP STORM DRAIN (CLASS III)	41	LF	\$		
609.01	NDOT TYPE 2A DROP INLET	1	EA	\$		
609.02	48-INCH TYPE I STORM DRAIN MANHOLE	1	EA	\$		
609.03	48-INCH TYPE II STORM DRAIN MANHOLE	1	EA	\$		
610.01	RIPRAP (D50 = 8-INCH)	3,806	CY	\$		
610.02	RIPRAP (D50 = 12-INCH)	2,850	CY	\$		
610.03	UPSTREAM GABION TRANSITION STRUCTURE	359	LF	\$		
610.04	DOWNSTREAM GABION TRANSITION STRUCTURE	100	LF	\$		
610.05	GABION CUTOFF WALL	1,276	CY	\$		
613.01	SIDEWALK RAMP	2	EA	\$		
616.01	48-INCH POST AND CABLE RAILING	4,329	LF	\$		
616.02	6-FOOT CHAIN-LINK FENCE	5,100	LF	\$		
616.04	12-FOOT CHAIN-LINK DOUBLE-SWING GATE	5	EA	\$		
616.05	20-FOOT CHAIN-LINK DOUBLE-SWING GATE	6	EA	\$		
616.06	REMOVE AND RESET FENCE	543	LF	\$		
617.01	22-FOOT PRECAST CATTLE GUARD	1	EA	\$		
617.02	28.5-FOOT PRECAST CATTLE GUARD	1	EA	\$		
618.01	GALVANIZED GUARDRAIL (TRIPLE CORRUGATION)	590	LF	\$		
618.02	GUARDRAIL TERMINAL (FLARED)	3	EA	\$		
618.03	GUARDRAIL TERMINAL (TRAILING END ANCHOR)	1	EA	\$		
618.04	GUARDRAIL-BARRIER RAIL CONNECTION (TRIPLE CORRUGATION)	2	EA	\$		
619.01	MEDIAN MARKER POST	2	EA	\$		
623.01	100-WATT STREET LIGHT ASSEMBLY	1	EA	\$		
623.02	100-WATT STREET LIGHT ASSEMBLY (BRIDGE MOUNT)	2	EA	\$		
623.03	2-INCH PVC CONDUIT ONLY WITH 1 NO. 8 TRACER WIRE	75	LF	\$		
623.04	POWER POLE RISER SYSTEM (FOUR 3-INCH CONDUITS)	1	EA	\$		
623.05	TRANSFORMER PAD (JENSEN UPAD 77 OR EQUAL)	1	EA	\$		
623.06	JENSEN 466 TA OR EQUAL PULL BOX	1	EA	\$		
623.07	NO. 3-1/2 PULL BOX (BURIED)	1	EA	\$		

BID SCHEDULE				
ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	TOTAL
623.08	NO. 5 PULL BOX	2	EA	\$
623.09	2-INCH PVC CONDUIT, 2 NO. 4, 1 NO. 8 CONDUCTORS (STREET LIGHT)	315	LF	\$
623.10	JENSEN 3048 NP OR EQUAL PULL BOX	1	EA	\$
623.11	200 AMP SERVICE PEDESTAL	1	EA	\$
623.12	3-INCH PVC CONDUIT ONLY WITH PULLSTRING (CONCRETE ENCASED)	750	LF	\$
623.13	SIX 3-INCH PVC CONDUIT ONLY WITH PULLSTRING (CONCRETE ENCASED)	250	LF	\$
623.14	3-INCH PVC CONDUIT WITH 4/C#350 THW-2 (PUMP CONTROL PEDESTAL)	230	LF	\$
623.15	FOUR 3-INCH PVC CONDUIT ONLY WITH PULLSTRING (CONCRETE ENCASED)	295	LF	\$
623.16	SEVEN 3-INCH PVC CONDUIT ONLY WITH PULLSTRING (CONCRETE ENCASED)	410	LF	\$
623.17	2-INCH CONDUIT 3#4/0 THW-2 (STREET LIGHT PEDESTAL)	10	LF	\$
623.18	TYPE II BASE FOUNDATION FOR TRANSFORMER PAD	1	EA	\$
623.19	2-INCH PVC CONDUIT, 2 NO. 4, 1 NO. 8 CONDUCTORS, 2-INCH PVC CONDUIT ONLY WITH 1 NO. 8 TRACER WIRE	110	LF	\$
624.01	COOPER STREET DETOUR	1	LS	\$
627.01	PERMANENT SIGN (GROUND MOUNTED)(METAL SUPPORTS)	46	SF	\$
628.01	POLYUREA PAINT MARKING (4-INCH DOUBLE YELLOW)	1,853	LF	\$
628.02	POLYUREA PAINT MARKING (6-INCH SOLID WHITE)	2,900	LF	\$
628.03	MEDIAN PAINT	50	SF	\$
629.01	24-INCH WATERLINE STEEL SLEEVE	299	LF	\$
630.01	ADJUST CCWRD MANHOLE TO FINISHED GRADE	1	EA	\$
633.01	REFLECTIVE PAVEMENT MARKERS	10	EA	\$
637.01	DUST CONTROL (F)	400	CAL DAY (F)	\$
637.02	PRE-EMERGENT HERBICIDE	30	AC	\$
637.03	STORM WATER POLLUTION CONTROL (F)	400	CAL DAY (F)	\$
TOTAL BID AMOUNT				\$

17. BUSINESS ENTERPRISE INFORMATION:

The Prime Contractor submitting this Bid is a MBE WBE PBE SBE NBE LBE as defined in the Instructions to Bidders.

18. BUSINESS ETHNICITY INFORMATION:

The Prime Contractor submitting the Bid Ethnicity is Caucasian (CX) African American (AA) Hispanic American (HA) Asian Pacific American (AX) Native American (NA) Other as defined in the Instructions to Bidders.

19. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 3).

No **I do not have a Certificate of Eligibility to receive preference in bidding.**

20.

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

ADDRESS OF FIRM

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: _____

LICENSE CLASS: _____

LICENSE LIMIT: _____

ONE TIME LICENSE LIMIT INCREASE \$ _____ IF YES, DATE REQUESTED _____

CLARK COUNTY BUSINESS LICENSE NO. _____

STATE OF NEVADA BUSINESS LICENSE NO. _____

AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TODAY'S DATE

**CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM**

Issue:	Muddy River Flood Control Project	Back-up:
Petitioner:	M. J. Manning, Director of Public Works	Clerk Ref. #
Recommendation: That the Board of County Commissioners approve and authorize the County Manager or his designee to sign a memorandum of agreement among Clark County, the United States Army Corps of Engineers, and the Nevada State Historical Preservation Officer, to assure implementation of a treatment plan that mitigates the impact of the flood project for the Muddy River in Clark County, Nevada.		

FISCAL IMPACT:

None.

BACKGROUND:

Clark County applied for a permit under Section 404 of the Clean Water Act from the United States Army Corps of Engineers (USACOE) for the construction of the Muddy River Flood Control Project in Clark County, Nevada. In May 2001, an archaeological survey alongside the Muddy River Flood Project resulted in discovery of a site containing prehistoric Native American artifacts. A Treatment Plan, dated July 2003, was prepared and sent to the USACOE for review and the USACOE determined that construction of the flood project may adversely affect a site identified in the Treatment Plan located adjacent to the Muddy River. The USACOE required an agreement among USACOE, the Nevada State Historical Preservation Officer, and Clark County to address the Treatment Plan.

The attached memorandum of agreement details the responsibilities of the County, the USACOE, and the Nevada State Historical Preservation Officer for the Muddy River Flood Control project.

The District Attorney's Office has reviewed and approved this agreement as to form.

APPROVED/AUTHORIZED AS RECOMMENDED/REITERATED REQUEST MANDATE THAT PUBLIC WORKS WORK CLOSELY WITH AFFECTED PROPERTY OWNERS & TOWN ADVISORY BOARD TO DETERMINE WHATEVER POSSIBLE TO MINIMIZE ANY ADVERSE IMPACTS

Respectfully submitted,



M. J. MANNING
Director of Public Works

MJM:JJC:mcc\06-15-04
Attachment (Agreement)

Cleared for Agenda

6/15/04 DA

Agenda
Item #

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**MEMORANDUM OF AGREEMENT REGARDING ARCHAEOLOGICAL
TREATMENT FOR THE MUDDY RIVER FLOOD CONTROL PROJECT,
CLARK COUNTY, NEVADA**

THIS AGREEMENT, made and entered into as of this 15th day of June, 2004, by and among Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, Nevada State Historical Preservation Officer, hereinafter referred to as NEVADA SHPO, and the United States Army Corps of Engineers, hereinafter referred to as USACOE.

WITNESSETH

WHEREAS, the COUNTY applied for a permit under Section 404 of the Clean Water Act from the USACOE for the construction of the Muddy River Flood Control, in Clark County, Nevada, hereinafter referred to as "Project"; and,

WHEREAS, the USACOE is the lead Federal Agency for this Project and responsible for the compliance with Section 106 of the Nevada State Historic Preservation Act, and consulted with NEVADA SHPO regarding effects of the Project; and,

WHEREAS, the USACOE determined that construction of the Project may adversely affect site 26CK6355, identified in the "Treatment Plan for Site 26CK6355 Located Adjacent to the Muddy River in Clark County, Nevada," dated July 2003, hereinafter referred to as "Treatment Plan," on file at Clark County Public Works, and made part of hereof by this reference, a prehistoric Native American site considered eligible for the National Register of Historical Places under Criterion D; and,

WHEREAS, the USACOE determined that any buried deposits associated with site 26CK6355 that could be present within the Project construction area may be adversely affected by construction of the Project; and,

WHEREAS, in accordance with 36 CFR Part 800, the USACOE acknowledges and accepts the advice and conditions outlined in the Advisory Council on Historic Preservation's "Recommended Approach for Consultation on the Recovery of Significant Information from Archaeological Sites," effective on July 17, 1999, hereinafter referred to as "Published Guidance"; and,

WHEREAS, the COUNTY, NEVADA SHPO and the USACOE desire to enter into a Memorandum of Agreement, hereinafter referred to as "MOA," prior to the construction of the Project, to assure implementation of a treatment plan that mitigates the impact of the Project in compliance with Section 106 of the Nevada State Historic Preservation Act; and,

National
03

WHEREAS, the COUNTY desires to conduct the Treatment Plan to address possible adverse effects to such buried deposits within the Project area prior to construction, rather than halt the Project construction for treatment if buried deposits are uncovered; and,

WHEREAS, Native American tribes that may attach religious or cultural importance to the affected properties have been consulted and have raised no objection to the Project as proposed; and,

WHEREAS, no human remains, associated or unassociated funerary objects or sacred objects, or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001) are expected to be encountered; and,

WHEREAS, the USACOE shall ensure that the following terms and conditions will be implemented in a timely manner and with adequate resources in compliance with the National Historic Preservation Act of 1966 (16 U.S.C. 470).

NOW, THEREFORE, in acknowledgment that the foregoing is reasonably necessary, and for and in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

The USACOE will ensure that the following stipulations are carried out.

STIPULATION I: THE PROJECT

The Project is identified in Clark County Regional Flood Control District 2001 Master Plan Update for the Muddy River and Tributary Washes as Facility Identifier MRLV0010 through 0150, from Gubler Avenue crossing to Lewis Avenue crossing, in Overton, Nevada.

STIPULATION II: TERMS AND CONDITIONS

A. Treatment

The COUNTY will employ a professional archeologist meeting the Secretary of Interior's Professional Qualifications to implement the Treatment Plan. Recovery of significant information from site 26CK6355 will be done in accordance with the Treatment Plan. In the event field conditions require substantial changes to the procedures proposed in the Treatment Plan, the COUNTY will contact the USACOE and request re-opening consultation with NEVADA SHPO. When the fieldwork is complete, The COUNTY will provide NEVADA SHPO and the USACOE with a summary report of the fieldwork performed and a schedule for completion of that work. Upon approval of the summary report by NEVADA SHPO and USACOE the COUNTY will be allowed to proceed with construction.

B. Documentation

1. All reporting activities described in the Treatment Plan will be conducted by, or under the direction of, a professional archaeologist contracted by the COUNTY, meeting standards set forth in the Secretary of the Interior's professional qualification standards (48 FR 44738-9).
2. A draft report will be prepared documenting the results of the Phase 1 investigation following the completion of the field activities. The Treatment Plan for Phase 2 investigation will be finalized based on the results of the Phase 1 investigation. The draft report and treatment plan will be reviewed by the USACOE and NEVADA SHPO. The USACOE and NEVADA SHPO will be afforded thirty (30) days to review the draft report. The USACOE will return comments to the COUNTY to incorporate in the final Phase 1 investigation report. Said process will be followed upon completion of the Phase 2 investigation.
3. All final documentation prepared by USACOE will be sent to NEVADA SHPO and the COUNTY. Copies of the Phase I report and the Phase 2 treatment plan will be sent to the Hopi Indian Tribe.

C. Discovery of Human Remains

In the event of a discovery of any human remains all excavation work in the immediate vicinity would be halted and the USACOE would be contacted. The USACOE will immediately initiate consultation with NEVADA SHPO and the Native American Tribes pursuant to the Nevada Revised Statutes 383.

D. Curation

Any artifacts uncovered during the treatment process will be handled in accordance with 36 CFR 79. At the end of the Project, artifacts and other Project materials will be returned to Clark County (the landowner) for curation at the Clark County Museum unless the County requests that they be curated elsewhere.

E. Duration

This MOA will be in effect until the Parties determine that all of its terms been satisfactory fulfilled but not to exceed eighteen (18) months, unless the signatories agree in writing to an extension for carrying out its terms.

STIPULATION III: AMENDMENTS AND TERMINATION

A. Amendments

If any signatory to this MOA determines that its terms will not or cannot be carried out, or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR 800.6(c) (7) and 36 CFR 800.6(c) (8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, a signatory may terminate the agreement by notifying the signatories of its decision in writing.

B. Termination by COUNTY

The COUNTY may terminate this Agreement at any time prior to the commencement of any work on the Project or contracting of the archaeologist for any reason. The COUNTY may also terminate this Agreement after commencement of any work on the project provided the COUNTY complies with the requirements of the Treatment Plan for the excavated area and artifacts. Work authorized by the USACOE permit shall not be performed if this MOA is terminated prior to commencement of the Project or contracting of the archaeologist for any reason. Termination will be a basis for suspending and revoking the USACOE permit by the USACOE.

C. Notice of Termination

In the event that either party elects to terminate as provided in this Section, that party shall provide written notice of termination within thirty (30) days to the other party(ies) and the Agreement shall be deemed terminated upon receipt of such notice.

D. Term

This Agreement shall be in full force and effect from and after the date of execution of the Agreement and shall continue until the obligations of the COUNTY are fulfilled, unless terminated as provided in this Agreement.

E. Waiver

None of the conditions of this Agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

F. Successors and Assigns

The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns.

G. Captions

The captions appearing at the commencement of the Sections and Articles hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit, or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

H. Governing Law

The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

I. Third Party/No Partnerships

It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement among COUNTY, NEVADA SHPO, and USACOE. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party hereto, including, without limitation, any broker, and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

J. Notices

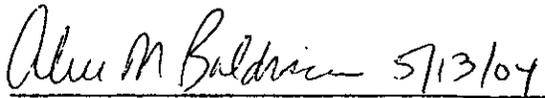
All notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given and received when personally delivered or three business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage pre-paid, to the addresses provided above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date herein above set forth.

UNITED STATES ARMY CORPS OF
ENGINEERS, SACRAMENTO DISTRICT

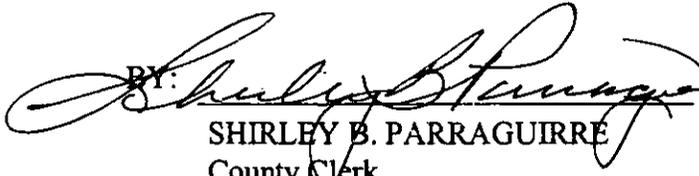
BY:  4 MAY 04
ANDREW J. ROSENAU
Chief, Regulatory Branch

NEVADA STATE HISTORIC
PRESERVATION OFFICER

BY:  5/13/04
ALICE M. BALDRICA
Deputy

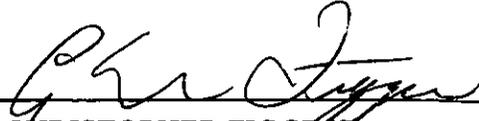
ATTEST:

CLARK COUNTY, NEVADA

BY: 
SHIRLEY B. PARRAGUIRRE
County Clerk

BY: 
THOMAS F. REILLY
County Manager

Approved as to form:

BY: 
CHRISTOPHER FIGGINS
Chief Deputy District Attorney