

INTERLOCAL AGREEMENT

This Agreement is made and entered into on _____, 2024, by and between the City of Henderson, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter called the "CITY"), and Clark County Water Reclamation District, a general improvement District under NRS Chapter 318 (hereinafter called the "DISTRICT"). Each is referred to individually as the "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the DISTRICT provides municipal collection and treatment of wastewater within the unincorporated area of Clark County, Nevada, and by interlocal agreement, within specifically designated areas of the CITY; and

WHEREAS, the DISTRICT has designed a project to replace DISTRICT assets known as "Project 24101, Eastern Avenue Capacity Upgrade, Serene to Pebble," which includes installing new facilities, removing others and abandoning others in place, the limits of which are depicted in Exhibit A, (the "SEWER IMPROVEMENTS"); and

WHEREAS, the CITY desires to construct the Eastern Avenue Rehabilitation – Serene Ave to I-215, which will include surface improvements, median islands, and complete street elements, to improve the safety, operations, and mobility on Eastern Avenue as outlined in Exhibits B and C of this Agreement (the "ROADWAY IMPROVEMENTS"); and

WHEREAS, the DISTRICT and the CITY have agreed, on the terms and conditions set forth herein, that it is beneficial to combine the ROADWAY IMPROVEMENTS and the SEWER IMPROVEMENTS into one advertisement for bids (the "PROJECT").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES:

1. To allow the DISTRICT's contractor to construct the ROADWAY IMPROVEMENTS on its behalf as part of the PROJECT.

2. To pay the contractor, within thirty (30) calendar days after receipt of the contractor's monthly invoice, for all actual construction costs for the completed portion of the ROADWAY IMPROVEMENTS, which are estimated to total One Million Three Hundred Six Thousand Two Hundred Sixty and 90/100 Dollars (\$1,306,260.90). Actual

construction costs include the following: a) all line items shown in Exhibit C; and b) any other work not included in Exhibit C deemed necessary by the Parties to complete the ROADWAY IMPROVEMENTS (collectively "ROADWAY IMPROVEMENT COSTS").

3. To review and approve any portion of the DISTRICT's contractor's invoices for the ROADWAY IMPROVEMENTS in a timely manner to meet the requirements of the DISTRICT's contract with the contractor and/or Nevada law so as to allow timely payment(s) to be made. Any issues sufficient to justify withholding of payment to the DISTRICT's contractor shall be made in writing at least seven (7) days prior to the deadline for the DISTRICT to provide written notice of the withholding, including the basis under the contract, law, regulation or other specification for the withholding. The amount of any withholding shall comply with all provisions of the DISTRICT's contract with the contractor and/or Nevada law.

4. To reimburse the DISTRICT, within thirty (30) calendar days after receipt of the DISTRICT's invoice, for all staff costs for inspections related to the ROADWAY IMPROVEMENTS and any other staff costs deemed necessary by the Parties to complete the ROADWAY IMPROVEMENTS.

5. To provide to the DISTRICT on or before December 31, 2024 at no cost to the DISTRICT, final and complete design drawings and technical specifications and permits for the ROADWAY IMPROVEMENTS to be included into the PROJECT contract documents ("ROADWAY PLANS"). The CITY will provide the DISTRICT AutoCAD files and digital PDF files.

6. To review, comment, and approve in writing, DISTRICT plans and specifications that include the ROADWAY IMPROVEMENTS or other items under the CITY's jurisdiction related to the PROJECT. CITY responses shall be received by the DISTRICT within fourteen (14) calendar days of the CITY's receipt of such plans and specifications. Failure of the CITY to respond within this time frame shall constitute the CITY's approval of the plans and specifications and permission for the DISTRICT to proceed.

7. To provide a representative to assist the DISTRICT with the public outreach program, attend meetings, and provide overall public outreach support prior to and during construction.

8. To pay for changes to the ROADWAY PLANS and/or to the ROADWAY IMPROVEMENTS, and to be responsible for all additional costs of the ROADWAY IMPROVEMENTS resulting from the changes.

9. To complete the review of all change orders submitted to the CITY within ten (10) working days after service of such change orders. In the event the CITY does not provide written response to change order within ten (10) working days the DISTRICT will proceed with change orders so as not to delay the PROJECT and will assume no liability, therefore.

10. To assign a project manager with approval authority on behalf of the CITY to (a) act as the CITY representative and designated point of contact overseeing the CITY's ROADWAY IMPROVEMENTS portion of the PROJECT, (b) ensure compliance with

applicable CITY requirements, and (c) ensure a continuity of communications between the CITY and the DISTRICT.

11. To respond to requests for information during construction of the PROJECT in a timely manner, as requested by the DISTRICT, and to report to the DISTRICT any issue regarding the construction of the PROJECT within twenty-four (24) hours of the CITY's knowledge of such issues.

12. At CITY's sole cost and expense, to obtain all environmental clearances as well as any and all permits of any kind required solely for the ROADWAY IMPROVEMENTS, including those requested by the DISTRICT.

13. To timely review shop drawings, provide responses, provide inspections, and issue notices to meet the requirements of the DISTRICT's contract with the contractor for all items related to the ROADWAY IMPROVEMENTS.

14. To obtain, at no cost to the DISTRICT, all property rights for the ROADWAY IMPROVEMENTS, including any facilities to be abandoned in place, needed for construction or for the improvements once constructed.

ARTICLE II – DISTRICT AGREES:

1. To include the construction of the ROADWAY IMPROVEMENTS as part of the PROJECT in the preparation of bid and contract documents, and to include separate line items for the ROADWAY IMPROVEMENTS.

2. To allow CITY to review the PROJECT's bid and contract documents, including plans and specifications, prior to advertisement.

3. To require the DISTRICT's contractor to construct the ROADWAY IMPROVEMENTS in accordance with the CITY's plans and technical specifications and the latest edition of the Uniform Standard Drawings for Public Works Construction of Off-Site Improvements, Clark County Area Nevada.

4. To be responsible to the DISTRICT's contractor for all construction costs for the PROJECT not related to the ROADWAY IMPROVEMENTS, with the CITY reimbursing the DISTRICT for the DISTRICT's internal costs solely associated with managing the ROADWAY IMPROVEMENTS and the ROADWAY IMPROVEMENT COSTS.

5. To invoice the CITY for the DISTRICT's internal costs associated with managing the ROADWAY IMPROVEMENTS.

6. To review changes to the ROADWAY IMPROVEMENTS requested by CITY within ten (10) working days and allow the CITY to review and comment on change orders that involve features or items related to the ROADWAY IMPROVEMENTS.

7. To invite and allow the CITY to attend all project meetings pertaining to the PROJECT and the ROADWAY IMPROVEMENTS.

8. To assign a Project Manager and/or a Construction Manager to act as the DISTRICT representative to administer all aspects of the construction of the PROJECT, to provide construction administration and to coordinate the construction of the PROJECT with the CITY representative to ensure a good and serviceable project.

9. To allow the CITY to observe, review and inspect the construction of the PROJECT with the understanding that all items of concern are to be reported to the DISTRICT's assigned Project Manager/Construction Manager and not to the DISTRICT's contractor.

10. To include the CITY as an indemnitee in the DISTRICT's contract with the DISTRICT's contractor to the same extent the DISTRICT is indemnified within the agreement(s) entered between the DISTRICT and the DISTRICT's contractor.

11. To provide to the CITY redlined as-built drawings and close-out documents of the constructed ROADWAY IMPROVEMENTS as one of the conditions for the CITY's substantial completion acceptance of the ROADWAY IMPROVEMENTS.

ARTICLE III - IT IS MUTUALLY AGREED:

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party, with the effective date being the date both governing bodies have provided approval.

2. The term of this Agreement shall be from the effective date through and including December 31, 2027, or until the construction of all improvements contemplated herein have been completed and accepted and paid for by the CITY and the DISTRICT.

3. The responsibility for maintenance, operation and ownership of the DISTRICT's SEWER IMPROVEMENTS, abandoned and filled facilities, and other facilities that remain in DISTRICT's, Clark County's, and/or City's right of way shall survive the term of this Agreement.

4. The Parties agree to allow each other to observe, to inspect PROJECT construction, and to review applicable change orders in a timely manner which prevents PROJECT delay.

5. The DISTRICT may assign to the CITY any rights it may have against the contractor with respect to defective material or workmanship affecting the ROADWAY IMPROVEMENTS, in which case the CITY shall accept the assignment and be responsible for the prosecution of all of the CITY's claims against the DISTRICT's contractor and/or its surety related to the construction and/or warranty of the ROADWAY IMPROVEMENTS.

6. This Agreement may be terminated by mutual consent, or by either party, without cause, provided that a termination shall not be effective until thirty (30) calendar days after a Party has served written notice to unilateral termination upon the other Party. This Agreement may be terminated by mutual consent of both parties or unilaterally by

either Party without cause. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

7. Should this Agreement be terminated by the CITY prior to completion of the PROJECT, the CITY will reimburse the DISTRICT for all costs of the ROADWAY IMPROVEMENTS incurred up to the point of Agreement termination, and all unavoidable costs incurred by the DISTRICT as a result of this Agreement's termination.

8. The CITY agrees to pay actual costs of the ROADWAY IMPROVEMENTS whether they be greater than or less than the estimates shown herein. The DISTRICT agrees to refund the CITY any overages paid by the CITY.

9. The DISTRICT does not provide any warranty that the estimate of the PROJECT cost is an accurate reflection of the final cost. The DISTRICT disclaims any such warranty. The final costs may vary widely depending on the contractor's bid prices. To the extent CITY relies on the estimates set forth in Exhibit C to this Agreement, it does so at its own risk of incurring higher actual final costs.

10. Each Party will be responsible for the construction engineering and inspection costs for their respective improvements.

11. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DISTRICT: Attn: Tom Minwegen, P.E., General Manager
 Attn: Shawn Mollus, P.E., Deputy General Manager
 Clark County Water Reclamation District
 5857 East Flamingo Road
 Las Vegas, Nevada 89122
 Phone: (702) 668-8157
 Email: smollus@cleanwaterteam.com

FOR CITY: Attn: Lance Olson, P.E., Director of Public Works
 City of Henderson
 240 South Water Street
 Henderson, Nevada 89015
 Phone: (702) 267-3030
 E-mail: Lance.Olson@cityofhenderson.com

With a copy to:
Nicholas Vaskov
City Attorney
240 South Water Street
MSC 144
Henderson, Nevada 89015
E-mail: Nichols.vascov@cityofhenderson.com

12. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

13. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing Party's reasonable attorney's fees and costs. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including another breach of the same provision.

14. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. Actual damages for any DISTRICT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

15. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

16. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

19. Except as otherwise expressly provided by this Agreement, all or any property

presently owned by either Party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the Parties during the course of this Agreement.

20. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

21. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

22. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada State District Courts for enforcement of this Agreement.

23. Any recipient or subrecipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A, available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

24. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

25. This Agreement constitutes the entire agreement of the Parties, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

[remainder of the page intentionally left blank – signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CLARK COUNTY WATER
RECLAMATION DISTRICT

Approved as to Legality and Form:

THOMAS A. MINWEGEN
General Manager



DAVID STOFT
General Counsel

CITY OF HENDERSON
CLARK COUNTY, NEVADA

ATTEST:

RICHARD A. DERRICK
CITY MANAGER/CEO

JOSE LUIS VALDEZ, CMC
CITY CLERK

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

LANCE M. OLSON, P.E.
DIRECTOR OF PUBLIC WORKS

MARIA GAMBOA
DIRECTOR OF FINANCE

APPROVED AS TO FORM:

NICHOLAS G. VASKOV
CITY ATTORNEY

CAO
REVIEW

EXHIBIT A

District Project



EXHIBIT B

City of Henderson Project



EXHIBIT C

Roadway Improvements Line Items Cost Estimate

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
105.01	CONSTRUCTION STAKING	1	LS	\$ 30,000.00	\$ 30,000.00
107.01	TRAFFIC CONTROL	1	LS	\$ 150,000.00	\$ 150,000.00
200.01	MOBILIZATION	1	LS	\$ 75,000.00	\$ 75,000.00
200.02	PROJECT SIGN	2	EA	\$ 1,500.00	\$ 3,000.00
202.01	REMOVE MEDIAN ISLAND	14,800	SF	\$ 5.00	\$ 74,000.00
202.02	REMOVE CONCRETE MEDIAN CURB	1,200	LF	\$ 8.00	\$ 9,600.00
202.03	REMOVE AND SALVAGE SIGN PANEL	1	EA	\$ 600.00	\$ 600.00
202.04	REMOVE OVERHEAD SIGN AND POST SALVAGE SIGN PANEL	1	EA	\$ 10,000.00	\$ 10,000.00
202.05	REMOVE AND REINSTALL EXISTING METAL SCULPTURE	2	EA	\$ 12,960.00	\$ 25,920.00
202.06	REMOVE EXISTING METAL SCULPTURE CONCRETE PAD	2	EA	\$ 648.00	\$ 1,296.00
203.01	SCULPTURE BERMS	1	LS	\$ 5,832.00	\$ 5,832.00
217.01	1-INCH COLD MILL	2,100	SY	\$ 6.00	\$ 12,600.00
302.01	TYPE II AGGREGATE BASE	1,900	SY	\$ 40.00	\$ 76,000.00
402.01	PLANTMIX BITUMINOUS SURFACE	1,900	SY	\$ 115.00	\$ 218,500.00
413.01	1-INCH ULTRA-THIN ASPHALT CONCRETE SURFACE (UTACS)	2,200	SY	\$ 22.00	\$ 48,400.00
613.01	TACK-ON ISLAND	1,700	SF	\$ 25.00	\$ 42,500.00
613.02	TACK-ON ISLAND CURB	1,300	LF	\$ 50.00	\$ 65,000.00
627.01	PERMANENT SIGN PANEL & POST	1	EA	\$ 1,000.00	\$ 1,000.00
627.02	STATIC OVERHEAD SIGN ON POST CANTILEVER	2	EA	\$ 55,000.00	\$ 110,000.00
627.03	DOUBLE POST BRACED ROADSIDE SIGN	1	EA	\$ 10,000.00	\$ 10,000.00
628.01	ARROW PAVEMENT MARKING (POLYUREA)	10	EA	\$ 180.00	\$ 1,800.00
628.02	"WEST" PAVEMENT MARKING (POLYUREA)	2	EA	\$ 360.00	\$ 720.00
628.03	"I-215" PAVEMENT MARKING (POLYUREA)	2	EA	\$ 2,600.00	\$ 5,200.00
628.04	"ONLY" PAVEMENT MARKING (POLYUREA)	2	EA	\$ 360.00	\$ 720.00
628.05	THROUGH ARROW PAVEMENT MARKING (POLYUREA)	2	EA	\$ 180.00	\$ 360.00
628.06	8-INCH SOLID WHITE STRIPE (POLYUREA)	2,230	LF	\$ 4.00	\$ 8,920.00
628.07	YELLOW MEDIAN ISLAND PAINT (POLYUREA)	30	SF	\$ 17.00	\$ 510.00
633.01	NON-REFLECTIVE PAVEMENT MARKERS	600	EA	\$ 6.00	\$ 3,600.00
633.02	REFLECTIVE PAVEMENT MARKERS	300	EA	\$ 6.00	\$ 1,800.00
637.01	DUST CONTROL	1	LS	\$ 24,000.00	\$ 24,000.00
637.02	STORM WATER POLLUTION CONTROL AND PERMIT	1	LS	\$ 20,000.00	\$ 20,000.00
803.01	METAL SCULPTURE NEW CONCRETE PAD	2	EA	\$ 1,944.00	\$ 3,888.00
805.01	DECORATIVE CONCRETE PAVEMENT	7,039	SQFT	\$ 25.92	\$ 183,014.00
825.01	LANDSCAPE METAL EDGING	273	LF	\$ 12.96	\$ 3,549.00
850.01	DECORATIVE ROCK (1/2-INCH)	852	SF	\$ 4.54	\$ 3,834.00
850.02	DECORATIVE ROCK (3/4-INCH)	2,579	SF	\$ 4.86	\$ 12,895.00
SUBTOTAL					\$1,244,058.00
5% CONTINGENCY					\$ 62,202.90
TOTAL					\$ 1,306,260.90