

**AMENDMENT NO. 2 TO THE
INTERLOCAL AGREEMENT FOR THE DESIGN OF BRUCE WOODBURY
BELTWAY WIDENING, PECOS ROAD TO STEPHANIE STREET**

This AMENDMENT NO. 2 is made by and between the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada, hereinafter called "CITY", and CLARK COUNTY NEVADA, a political subdivision of the State of Nevada, hereinafter called "COUNTY".

RECITALS

WHEREAS, on June 7, 2022, the COUNTY and CITY entered into an Interlocal Agreement ("INTERLOCAL AGREEMENT") for the Design of Bruce Woodbury Beltway Widening, Pecos Road to Stephanie Street ("PROJECT");

WHEREAS, on November 5, 2024, the COUNTY and CITY entered into Amendment No. 1 for right-of-way acquisition, construction management and construction materials quality assurance testing services; and

WHEREAS, the CITY has advertised and selected a contractor for construction of the PROJECT in a manner consistent with NRS Chapter 338 requirements.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed that the INTERLOCAL AGREEMENT is amended as follows:

ARTICLE II - COUNTY AGREES

Add the following to this section:

10. To fund the CITY's construction costs for the PROJECT, including contractor's bid amount and estimated contingencies, collectively "Construction Costs." The Construction Costs shall not exceed the amount of ONE HUNDRED SIXTY MILLION DOLLARS (\$160,000,000.00), unless this amount is increased by amendment.

11. Within 30 days of the CITY's award of a construction contract for the PROJECT, and after receipt of an invoice from the CITY for construction costs, COUNTY will make an initial payment of FIFTEEN MILLION DOLLARS (\$15,000,000.00) to the CITY for work to be completed within the 90 days following CITY's notice to proceed to the contractor constructing the PROJECT. Thereafter the COUNTY will make advance payments to the CITY on a 90-day cycle, said payment amounts to be mutually agreed to and based on projected Construction Costs for that 90-day cycle. Payments will be made 30 days after receipt of an invoice from the CITY.

12. To review and approve traffic control plans submitted by the CITY's contractor at no cost or expense to the contractor, and to allow the CITY's contractor to occupy the COUNTY's right-of-way for the purposes of providing traffic detours and placing of traffic control devices

needed for the construction the PROJECT, subject to the terms and conditions of the approved traffic control plans and in accordance with all applicable local, state and federal laws and standards.

ARTICLE III - CITY AGREES

Add the following to this section:

14. To provide the COUNTY a copy of the notice to proceed issued to the CITY's contractor.
15. To oversee the construction of the PROJECT in accordance with the plans as approved by the CITY.
16. To require its contractor to submit traffic control plans for COUNTY's review and approval for any detours or traffic control devices within COUNTY's right-of-way and to require its contractor to comply with all requirements of the approved traffic control plans as required by the COUNTY.
17. To enforce any warranties related to the defective construction of any portion of the PROJECT.
18. To assign to the COUNTY, if necessary and upon approval of separate agreement with the COUNTY, all or a portion of rights, interests, causes of action, claims, whenever they may arise, against the CITY's contractor and/or its surety, relating or arising out of the construction of the PROJECT, including but not limited to workmanship delays, construction, repairs and/or replacement
19. To provide final record drawings for the PROJECT.
20. Within 30 days receipt of each installment payment made by the COUNTY, the CITY shall submit to the COUNTY all financial and accounting records substantiating the actual Construction Costs of the PROJECT for the previously invoiced 90-day cycle.
21. Within 60 days after the CITY's final payment to the contractor, the CITY shall identify any funds advanced by the COUNTY for the PROJECT which are unused and/or unencumbered and/or not needed for costs or expenses associated with, and/or arising out of, and/or related to the PROJECT.

ARTICLE III – IT IS MUTUALLY AGREED

Paragraph No. 3 of this Article is revised as follows:

3. The term of this INTERLOCAL AGREEMENT shall be from the "Effective Date" of the INTERLOCAL AGREEMENT, and through the latter of December 31, 2028, or completion of the PROJECT construction.

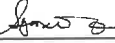
The remainder of the INTERLOCAL AGREEMENT remains unchanged.

IN WITNESS WHEREOF, the Parties have caused this AMENDMENT NO. 2 to the INTERLOCAL AGREEMENT to be executed by their respective duly authorized representatives as of the day and year last entered below.

CITY OF HENDERSON
a municipal corporation and political
subdivision of the State of Nevada

CLARK COUNTY, NEVADA

BY:

DocuSigned by:

Stephanie Garcia-Vause
City Manager/CEO


Kevin Schiller
County Manager

ATTEST:

DocuSigned by:


Jose Luis Valdez, CMC
City Clerk

APPROVED AS TO FORM:

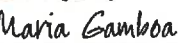
DocuSigned by:

Nicholas Markov
City Attorney

Initial
WG
CAO
Review

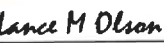
APPROVED AS TO FORM:


Jason B. Patchett
Deputy District Attorney

APPROVED AS TO FUNDING:

DocuSigned by:

Maria Gamboa
Director of Finance

APPROVED BY DEPARTMENT:

DocuSigned by:

Lance M Olson, P.E.
Public Works Director

Date of Council Action: February 18, 2025 CA-18