

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT FOR CONSTRUCTION  
AND FUNDING OF SEWER FACILITIES AS PART OF THE JONES BOULEVARD  
FROM BLUE DIAMOND ROAD TO WINDMILL LANE PROJECT**

**THIS Amendment No. 1 to Interlocal Agreement**, made and entered into this 3rd day of January, 2023, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT, a political subdivision of the State of Nevada ("DISTRICT"), and the COUNTY OF CLARK, NEVADA, a political subdivision of the State of Nevada ("COUNTY"). Each is referred to individually as the "Party" and collectively as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, on April 21, 2020, the Parties entered into the Interlocal Agreement for Construction and Funding of Sewer Facilities as part of the Jones Boulevard from Blue Diamond Road to Windmill Lane Project; and

**WHEREAS**, the DISTRICT has updated its Bid Line Items and quantities for District Project No. 18101A Collection System Capacity Upgrade – Package 2 ("SEWER PROJECT"), and the updates have increased the cost of the SEWER PROJECT above the amount in the original Interlocal Agreement; and

**WHEREAS**, the COUNTY and the DISTRICT desire to amend the original Interlocal Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed to amend the aforementioned Interlocal Agreement dated April 21, 2020, as follows:

**ARTICLE I – DISTRICT AGREES:**

**Delete the first two paragraphs of this Article and substitute with the following:**

1. To pay COUNTY for all actual construction costs which include the following estimates: a) of line items one (1) through forty-one (41), the estimates shown in Exhibit "C-1," and b) five percent (5%) of the line item estimates in Exhibit "C-1" for any and all change orders, construction change authorizations, contingencies and contract changes authorized by the Parties associated with construction of the SEWER PROJECT ("Contingencies"), and c) a construction administration and survey fee of thirteen percent (13%) of the total estimate for the line items in Exhibit "C-1" ("Administration Costs"); and d) any other services not included in Exhibit "C-1" deemed necessary by the Parties to complete the SEWER PROJECT ("SEWER PROJECT COSTS").

2. To pay to the COUNTY the amount of Six Million Four Hundred Six Thousand Two Hundred Twenty-One and 99/100 Dollars (\$6,406,221.99) ("NOT-TO-EXCEED AMOUNT") for the SEWER PROJECT COSTS. The NOT-TO-EXCEED AMOUNT represents an estimate of the SEWER PROJECT COSTS, as set forth above and in Exhibit "C-1". Except for any increase approved as provided below, the DISTRICT's total obligation under this Agreement shall not exceed the NOT-TO-EXCEED AMOUNT.

**Delete the fifth item paragraph of this Article and substitute with the following:**

5. To provide, by February 1, 2023, at no cost or expense to the COUNTY, plans and technical specifications for the SEWER PROJECT acceptable to the COUNTY, which include, but not be limited to, final and complete design drawings and technical specifications sealed and stamped by a Nevada Registered Professional Engineer responsible for the design, and further, will provide the final plans fully signed by all impacted utility agencies and required governmental agencies.

### **ARTICLE III – IT IS MUTUALLY AGREED:**

**The sixth item paragraphs in this Article shall be changed to read as follows:**

6. 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 by hand, by telephonic 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  
Telephone: (702) 668-8157  
Fax: (702) 668-9140  
Email: [smollus@cleanwaterteam.com](mailto:smollus@cleanwaterteam.com)

FOR COUNTY:

Attn: Denis Cederburg, P.E., Director  
Attn: Kaizad Yazdani, P.E., Deputy Director  
Clark County Department of Public Works  
500 South Grand Central Parkway  
Second Floor, Suite 2066  
Las Vegas, Nevada 89106  
Telephone: (702) 455-2992  
Fax: (702) 455-6040  
Email: [kyazdani@clarkcountynv.gov](mailto:kyazdani@clarkcountynv.gov)

**Delete Exhibit "C" and substitute the attached Exhibit C-1.**

The remainder of the Interlocal Agreement dated April 21, 2020, remains unchanged.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 1 to the Interlocal Agreement dated April 21, 2020, on the day and year first above written.

CLARK COUNTY, NEVADA  
BOARD OF COUNTY COMMISSIONERS

CLARK COUNTY WATER RECLAMATION  
DISTRICT BOARD OF TRUSTEES

\_\_\_\_\_  
James B. Gibson  
Chair

\_\_\_\_\_  
Tick Segerblom  
Chairman

Attest:


Attest:

\_\_\_\_\_  
Lynn Marie Goya  
County Clerk

\_\_\_\_\_  
Lynn Marie Goya  
Ex-Officio Secretary

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
  
Laura C. Rehfeldt  
Deputy District Attorney

\_\_\_\_\_  
  
David Stoff  
General Counsel

## EXHIBIT "C-1"

### LISTING OF BID LINE ITEMS ANTICIPATED FOR THE DISTRICT PROJECT NO. 18101A COLLECTION SYSTEM CAPACITY UPGRADE - PACKAGE 2

BID ITEM	DESCRIPTION	APPROX. QTY	UNIT	PRICE
1	MOBILIZATION	*PRORATED BETWEEN COUNTY AND DISTRICT	LS	\$ 385,000.00
2	TRAFFIC CONTROL	*PRORATED BETWEEN COUNTY AND DISTRICT	LS	\$ 104,000.00
3	DUST CONTROL	*PRORATED BETWEEN COUNTY AND DISTRICT	LS	\$ 32,000.00
4	INSTALL 8-INCH PVC SDR 35 SANITARY SEWER < 12-FEET DEEP	180	LF	\$ 46,800.00
5	INSTALL 10-INCH PVC SDR 35 SANITARY SEWER < 12-FEET DEEP	160	LF	\$ 45,760.00
6	INSTALL 12-INCH PVC SDR 35 SANITARY SEWER < 12-FEET DEEP	1450	LF	\$ 471,250.00
7	INSTALL 8-INCH PVC SDR 35 SANITARY SEWER > 12-FEET DEEP	130	LF	\$ 38,090.00
8	INSTALL 10-INCH PVC SDR 35 SANITARY SEWER > 12-FEET DEEP	35	LF	\$ 11,375.00
9	INSTALL 12-INCH PVC SDR 35 SANITARY SEWER > 12-FEET DEEP	40	LF	\$ 15,600.00
10	INSTALL 18-INCH PVC SDR 35 SANITARY SEWER > 12-FEET DEEP	145	LF	\$ 51,910.00
11	INSTALL 21-INCH PVC SDR 35 SANITARY SEWER > 12-FEET DEEP	2075	LF	\$ 944,125.00

BID ITEM	DESCRIPTION	APPROX. QTY	UNIT	PRICE
12	INSTALL 12-INCH PVC C900/C905 SANITARY SEWER < 12-FEET DEEP	730	LF	\$ 237,250.00
13	INSTALL 12-INCH PVC C900/C905 SANITARY SEWER > 12-FEET DEEP	45	LF	\$ 17,550.00
14	INSTALL 18-INCH PVC C900/C905 SANITARY SEWER > 12-FEET DEEP	785	LF	\$ 332,055.00
15	REMOVE 8-INCH SANITARY SEWER	930	LF	\$ 24,180.00
16	REMOVE 10-INCH SANITARY SEWER	190	LF	\$ 6,270.00
17	ABANDON 8-INCH SANITARY SEWER	755	LF	\$ 19,630.00
18	ABANDON 10-INCH SANITARY SEWER	1465	LF	\$ 48,345.00
19	ABANDON 12-INCH SANITARY SEWER	1525	LF	\$ 59,475.00
20	INSTALL 4-INCH PVC SANITARY SEWER LATERAL CONNECTION	10	EA	\$ 65,000.00
21	INSTALL 48-INCH POLYMER MANHOLE < 12-FEET DEEP	7	EA	\$ 145,600.00
22	INSTALL 60-INCH POLYMER MANHOLE < 12-FEET DEEP	9	EA	\$ 198,900.00
23	INSTALL 60-INCH POLYMER MANHOLE > 12-FEET DEEP	5	EA	\$ 136,500.00
24	INSTALL 72-INCH POLYMER MANHOLE > 12-FEET DEEP	7	EA	\$ 318,500.00
25	REMOVE EXISTING MANHOLE	10	EA	\$ 39,000.00
26	ABANDON EXISTING MANHOLE	14	EA	\$ 54,600.00
27	REHABILITATE MANHOLE	3	EA	\$ 45,000.00
28	BYPASS PUMPING	1	LS	\$ 550,000.00
29	RELOCATE 8-INCH WATERLINE	1	EA	\$ 26,000.00
30	RELOCATE 12-INCH WATERLINE	1	EA	\$ 32,500.00
31	REMOVE AND REPLACE TRAFFIC LOOP DETECTOR (6'X6')	4	EA	\$ 15,600.00
32	REMOVE CONCRETE MEDIAN ISLAND AND CURB	620	SF	\$ 1,550.00

BID ITEM	DESCRIPTION	APPROX. QTY	UNIT	PRICE
33	2.5-INCH COLD MILL	3600	SY	\$ 14,400.00
34	CONCRETE MEDIAN SURFACE	550	SF	\$ 11,000.00
35	A TYPE CURB	490	LF	\$ 36,750.00
36	NON-REFLECTIVE RAISED PAVEMENT MARKERS	1810	EA	\$ 6,335.00
37	REFLECTIVE RAISED PAVEMENT MARKERS	720	EA	\$ 2,520.00
38	K71 MARKER POST (YELLOW)	1	EA	\$ 250.00
39	PERMANENT PAVEMENT MARKING FILM, TYPE 2 (LEGENDS & SYMBOLS)	4	EA	\$ 1,000.00
40	PLANTMIX BITUMINOUS SURFACE	6095	TON	\$ 792,350.00
41	1-INCH UTACS BONDED WITH PMM, S3 GRADATION	1905	SY	\$ 15,240.00
	Subtotal of items 1 to 41			\$ 5,399,260.00
	13% CCPW Administrative Fee			\$ 701,903.80
	5% Contingency			\$ 305,058.19
	<b>Total Payment to CCPW</b>			<b>\$ 6,406,221.99</b>

\* The prorated share will be determined by the sum of the awarded bid prices for items 4 through 41 as a percentage of the total sum of all awarded bid items for the COMBINED PROJECT, excluding items 1 through 3 above.