

**INTERLOCAL AGREEMENT
FOR THE DESIGN AND CONSTRUCTION OF LAKE MEAD BLVD IMPROVEMENTS
SIMMONS STREET TO LOSEE ROAD**

This INTERLOCAL AGREEMENT (this "Agreement"), is made by and between the City of NORTH LAS VEGAS, a Nevada municipal corporation (the "CNLV"), and the City of LAS VEGAS, a Nevada municipal corporation (the "City"). The CNLV and City are sometimes collectively referred to herein as the "Parties."

This Agreement is effective on the date of approval by CNLV and City, whichever date is later, as long as approval by one is within thirty (30) calendar days of approval by the other (the "Effective Date").

RECITALS

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statutes Chapter 277.180; and

WHEREAS, the City and CNLV desire to rehabilitate Lake Mead Boulevard between Simmons Street and Losee Road, in accordance with the improvement limits set forth herein and (the "Project") as generally depicted on Exhibit A; and

WHEREAS, the street improvement corridor is dissected by the CNLV and City jurisdictional boundary; and

WHEREAS, the CNLV desires to complete roadway improvements within the CNLV jurisdictional boundaries along the Lake Mead corridor (the "CNLV Facilities") as generally depicted on Exhibit B; and

WHEREAS, the Parties acknowledge that separating the construction of the Project by jurisdiction is not desirable, however, for this Project, combining construction efforts will have numerous benefits, including minimal time of disturbance for local residents and businesses and minimization of construction conflicts that would occur if multiple contracts were administered concurrently; and

WHEREAS, this Agreement designated the City as the Project administrator with responsibility to authorize preliminary engineering, final design, utility coordination, contract administration, surveying, inspection, and testing of certain improvements within the roadway located within right-of-way, including utility relocations, removal of existing pavement, preparation of base material, construction of the pavement section, lane delineation, traffic control, ADA compliance work, crosswalk ramp construction, and miscellaneous items that may be required to complete the Project.

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

ARTICLE I—COSTS

1. The "Estimated CNLV Facilities Cost" is defined as the Estimated CNLV Facilities Construction Cost and Estimated CNLV Facilities Construction Management Cost each as further detailed herein. The "Estimated CNLV Facilities Construction Cost" is defined as the design professional's estimated cost of construction of the CNLV Facilities in addition to the "Estimated CNLV Construction Contingency" which is ten percent (10%) of the construction cost. The "Estimated CNLV Facilities Construction

Management Cost" is defined as ten percent (10%) of the Estimated CNLV Facilities Construction Cost. A summary of the Estimated CNLV Facilities Costs attached hereto as Exhibit C.

2. Within seven (7) calendar days of identification of the apparently low construction bid, the City shall transmit the construction bid tabulations for all bidders (the "Bid Tabulation") to the CNLV, including identification of the apparent overall low bid contractor. The CNLV acknowledges that the apparently low bid contractor for the Project may not result in the lowest cost to the CNLV for the CNLV Facilities. Within fourteen (14) calendar-days after receipt of the Bid Tabulation, the CNLV shall provide written acceptance or rejection of the CNLV Facilities Construction Cost. If the CNLV rejects the CNLV Facilities Construction Cost, the CNLV shall provide a written explanation for said rejection that is consistent with Nevada law.

3. The Estimated CNLV Construction Contingency amount may be used by the City, after consultation with and approval from the CNLV, for any costs and expenses associated with the CNLV Facilities construction. City expenditure of the Estimated CNLV Construction Contingency for items that result in additional CNLV Facilities Construction Management Costs shall include an additional fee to cover the additional and actual administrative costs.

ARTICLE II—CNLV AGREES

1. To reimburse City for all costs associated with acquiring right-of-way and/or temporary or permanent easements within the CNLV jurisdictional boundary as required for any permanent facilities to be installed under this Project or as needed for construction work.

2. To require responsible third party dry utilities to relocate infrastructure within CNLV jurisdiction to accommodate ADA requirements prior to start of construction or to approve inclusion of necessary relocations as a part of the Project.

3. To program RTC funding for construction and construction management costs attributable to the CNLV's items that will be determined at a later date after the bids for the Project are opened and allow City to obligate the funds in the anticipated fiscal year for construction.

4. To issue the required permits at no cost to City and City's selected Contractor.

5. To reimburse City for upgrade costs associated with the CNLV pressure reducing valve near Lake Mead Boulevard and Englestad Street for an amount not to exceed Seventy-Five Thousand Dollars and No Cents (\$75,000.00).

6. That if the CNLV causes and/or requests additions and/or changes to the Project after award and the City determines the proposed CNLV's additions and/or changes are acceptable, all costs including but not limited to the design, construction, and construction management costs associated therewith will be borne solely by the CNLV.

7. To provide, at no cost to the City, CNLV construction inspection services on the Project for the CNLV Facilities when requested, and to promptly report any construction deficiencies to the City's designated representative.

8. To observe, review, inspect and accept Project construction work, with the understanding that all items of concern within CNLV right-of-way shall be promptly reported to City's designated Project Construction Manager for correction.

9. To review, comment, and approve in writing CNLV Facilities requests for information ("**RFIs**"), manufacturer certifications, installation instructions, shop drawings, contractor submittals, and any substantial changes to the CNLV Facilities plans and specifications. The CNLV's review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of RFIs, manufacturer certifications, installation instruction, shop drawings, and contractor submittals. If the CNLV does not respond within the fourteen (14) calendar days, the aforementioned shall be deemed approved by the CNLV.

10. Any change orders above the conflicts and contingencies amount in the construction contract require CNLV City Council acceptance and approval. The CNLV agrees to initiate the approval process within seven (7) calendar days' receipt of the change order request by the City. If the CNLV's City Council fails to approve additional funding as requested by the City, then the CNLV is excused from its obligations pursuant to this Agreement as they relate to the CNLV Facilities and the CNLV agrees it will pay the City all costs and expenses related to, arising out of, or attributed to any completed work related to the CNLV Facilities and any other costs and expenses associated with the termination of said work.

11. Upon final acceptance of the Project, to assume all maintenance responsibilities for CNLV portions of the roadway, sidewalks, ITS infrastructure, streetlights, traffic signals, and all other roadway amenities with exception of landscape located within CNLV jurisdictional boundary. In addition, CNLV will maintain the traffic signal at Losee Road that shares CLV and CNLV jurisdiction.

12. A separate landscape maintenance agreement will be entered into where CNLV will reimburse CLV for fifty-five percent of the annual maintenance cost of the landscaping.

ARTICLE III—CITY AGREES:

1. To acquire any right-of-way and/or temporary or permanent easements within the City and CNLV jurisdictional boundaries (including all associated costs) as required for permanent facilities to be installed under this Project or as needed for construction of work.

2. To relocate infrastructure to accommodate ADA requirements within Project limits.

3. To advertise and award the Project in a manner consistent with Nevada Revised Statutes Chapter 338 requirements.

4. To provide CNLV notice of the bid opening time and location and provide copies of the bid documents received noting the apparent low bidder. CNLV shall have the opportunity to review and approve the low bid for CNLV portion of work.

5. To oversee the construction of the Project in accordance with the plans as approved by the City and the CNLV and perform contract administration during construction and to perform quality assurance testing and inspections in accordance with the City standards, policies, and procedures.

6. To allow the CNLV to observe, review, and inspect the construction of the CNLV Facilities, with the understanding that all items of concern within CNLV right-of-way are reported to City's designated Project Construction Manager for correction. All contract change orders and construction conflict authorizations, compensated by CNLV, shall be submitted to CNLV for approval.

7. To provide, as requested, to an appointed representative, the CNLV with copies of all financial statements related to the portion of the Project compensated by CNLV. The CNLV shall provide a written

response approving or rejecting, including an explanation for rejection that complies with Nevada Revised Statutes Chapter 338, the pay application within fourteen (14) calendar days. If the CNLV does not respond within the fourteen (14) calendar days, the contractor's pay request shall be deemed approved by the City. Notwithstanding the above, the City may proceed to make payment to the City's contractor in the amount of the pay request if it's in the best interests of the City and/or the Project and the City and CNLV will work together to address the dispute.

8. To enforce any warranties related to the defective construction of the Project. The CNLV shall promptly notify the City of any construction defects during the warranty period one (1) year after acceptance of the CNLV Facilities by the CNLV. The City agrees if necessary to assign to the CNLV, upon approval of separate agreement with the CNLV, 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 to or arising out of the construction of the CNLV Facilities including but not limited to workmanship, delays, construction, repairs, and/or replacement.

9. Upon completion of the Project, City shall provide CNLV a set of reproducible record drawings and a copy of all electronic drawing files in AutoCAD format.

10. Within one hundred and twenty (120) days after the City's final payment to the Contractor, to return any allocated CNLV funds which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the CNLV Facilities, including but not limited to claims or actions arising out of and/or related to construction.

11. Upon final acceptance of the Project to assume all maintenance responsibilities for City portion of the roadway, sidewalk, streetlights, ITS infrastructure, landscaping, traffic signals and all other roadway amenities located within City jurisdictional boundary. In addition, assume all maintenance responsibility for landscaping between Losee and Simmons regardless of jurisdiction with reimbursement per separate maintenance agreement. City will also assume all maintenance responsibility for traffic signals that share CLV and CNLV jurisdictions including Tonopah Dr, Pink Rose St, Stella Lake St/Comstock Dr, Revere St/H St, and Englestad St/ D St.

ARTICLE IV—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.

2. The title sheet of both the plans and specifications shall show the City and CNLV as funding agencies. The title sheet of the construction drawings shall show a signature block for CLV City Engineer and the CNLV Public Works Director/City Engineer.

3. The term of this Agreement shall be from the Effective Date until completion of construction of the Project (when the City has issued notice of final completion of the Project), and the Project including the CNLV Facilities have been closed out and City has received all payments from the CNLV, unless this Agreement is terminated as provided herein.

4. The Parties are each financially responsible for the Project work taking place in each entity's respective jurisdiction.

5. The Parties will meet monthly to review and coordinate the implementation of the Parties' schedule for the Project, unless the Parties agree that an alternative coordination schedule is desirable.

6. City will award the construction contract(s), in accordance with NRS and the Project documents, to the lowest responsive and responsible bidder based on that bidder's estimated construction costs upon concurrence from CNLV.

7. Actual construction costs will be as invoiced by the Contractor and computed using construction contract bid items complete and in place. Said contract bid item quantities may increase or decrease during construction from those shown on the estimate.

8. The contract administration and construction administration shall be performed by City or by a consultant employed by City.

9. City will complete a joint final inspection and punch list with CNLV prior to final acceptance of the Project by City.

10. Upon completion of the construction of the improvements, said improvements shall be maintained by the responsible entity having jurisdiction as detailed in Article II and Article III, and no funding is provided by this Agreement for such maintenance.

11. To exercise any rights to the extent either party may have against any utility company or other party to require relocation of their utility facilities to facilitate the Project.

12. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving fourteen (14) calendar days' advance notice to the other party as provided herein. Phone, emails, and fax numbers, if listed, are for information only.

To CNLV: ATTN: Dale Daffern, P.E., Director
City of North Las Vegas
Public Works
2250 Las Vegas Boulevard North
North Las Vegas, Nevada 89030
Telephone: (702) 633-1325
Email: daffernd@cityofnorthlasvegas.com

with copy to: ATTN: Mike Hudgeons, P.E.
City of North Las Vegas
2250 Las Vegas Boulevard North
North Las Vegas, Nevada 89030
Telephone: (702) 633-1222
Email: hudgeonsm@cityofnorthlasvegas.com

To City: ATTN: Mike Janssen, P.E., Director of Public Works
495 South Main Street
Las Vegas, NV 89101
Telephone: (702) 229-6276

with copy to: ATTN: Gina Venglass, P.E.
495 South Main Street
Las Vegas, NV 89101
Telephone: (702) 229-6790
Email: gvenglass@lasvegasnevada.gov

13. 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.

14. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.

15. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

16. 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.

17. Either party may at any time terminate this Agreement upon the giving of ten (10) calendar days' written notice to the other party if the terminating party solely determines that (a) the non-terminating party has not caused the utilities to be timely relocated or (b) the non-terminating party fails to timely provide the monies required herein or (c) the non-terminating party in any way breaches this Agreement. Prior to terminating this Agreement, the non-terminating party shall provide a written notice of said default and provide the non-terminating party a minimum thirty (30) calendar day cure period. The non-terminating party agrees to pay all documented costs and expenses associated with, arising out of, or related to the termination of this Agreement pursuant to this Section.

18. Either party may also terminate this Agreement upon receipt of thirty (30) days' written notice to the other party if either party determines that there are not sufficient funds to continue with the construction of the Project, the Las Vegas City Council determines that the Project is not in the best interest of the City, or the North Las Vegas City Council determines that the Project is not in the best interest of the CNLV.

19. Upon any termination by the City, the City shall return to the CNLV within thirty (30) calendar days after termination any funds which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the CNLV Facilities, including but not limited to claims or actions arising out of and/or related to construction.

20. The Parties do not waive and intend to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages.
21. Failure to declare a breach or the actual waiver of any particular breach of the 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.
22. 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 shall not be held to render any other provision or provisions of this Agreement unenforceable.
23. 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.
24. 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 to be kept confidential by this Agreement and consistent with the provisions of Nevada Revised Statutes Chapter 239.
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.
26. The Parties to this Agreement, and each of them, acknowledge that: a) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; b) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and c) the rule of construction that ambiguities are to be construed against the drafting party will not be employed in the interpretation of this Agreement.
27. Notwithstanding any other provisions of this Agreement, the City is not obligated to construct the CNLV Facilities if the City elects not to construct the Project.

**INTERLOCAL AGREEMENT
FOR THE DESIGN AND CONSTRUCTION OF LAKE MEAD BLVD IMPROVEMENTS
SIMMONS STREET TO LOSEE ROAD**

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

**John S. Ridilla
Chief Deputy City Attorney**

By: John S. Ridilla 6/20/23
Deputy City Attorney Date

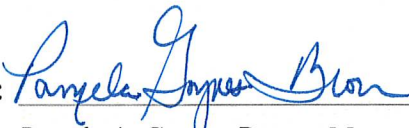
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**INTERLOCAL AGREEMENT
FOR THE DESIGN AND CONSTRUCTION OF LAKE MEAD BLVD IMPROVEMENTS
SIMMONS STREET TO LOSEE ROAD**

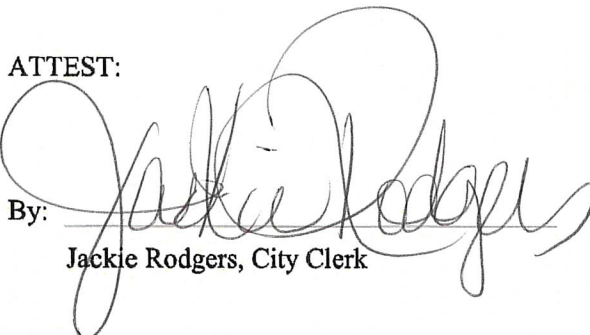
Signature Page (continued)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF NORTH LAS VEGAS

By: 
Pamela A. Goynes-Brown, Mayor

Date of City Council Approval: July 19, 2023

ATTEST:

By: _____
Jackie Rodgers, City Clerk

APPROVED AS TO FORM:


By:  6/7/23
Micaela Rustia Moore, City Attorney Date

EXHIBIT A
CITY PROJECT AREA

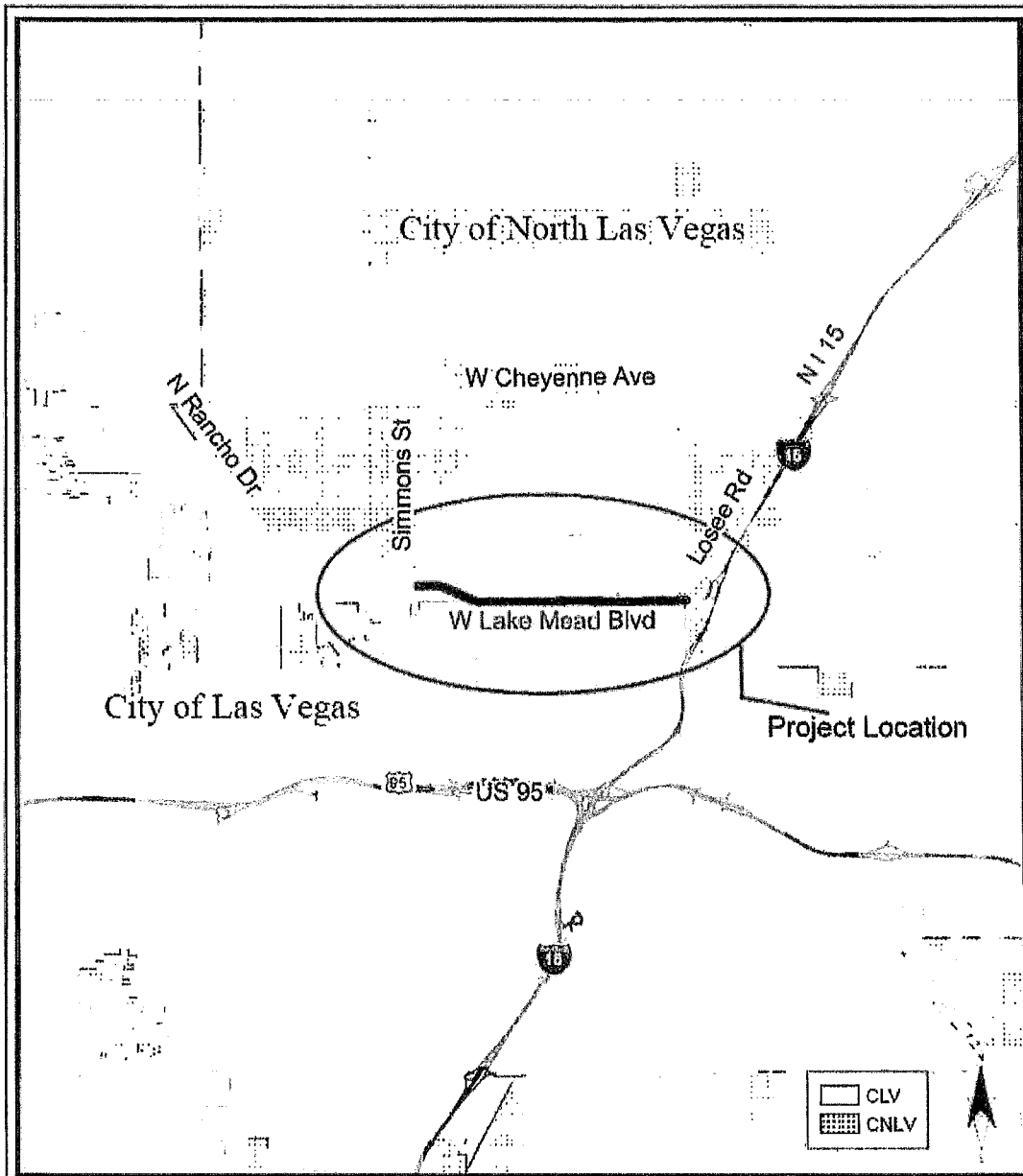


EXHIBIT A
PROJECT AREA

EXHIBIT B
CNLV FACILITIES

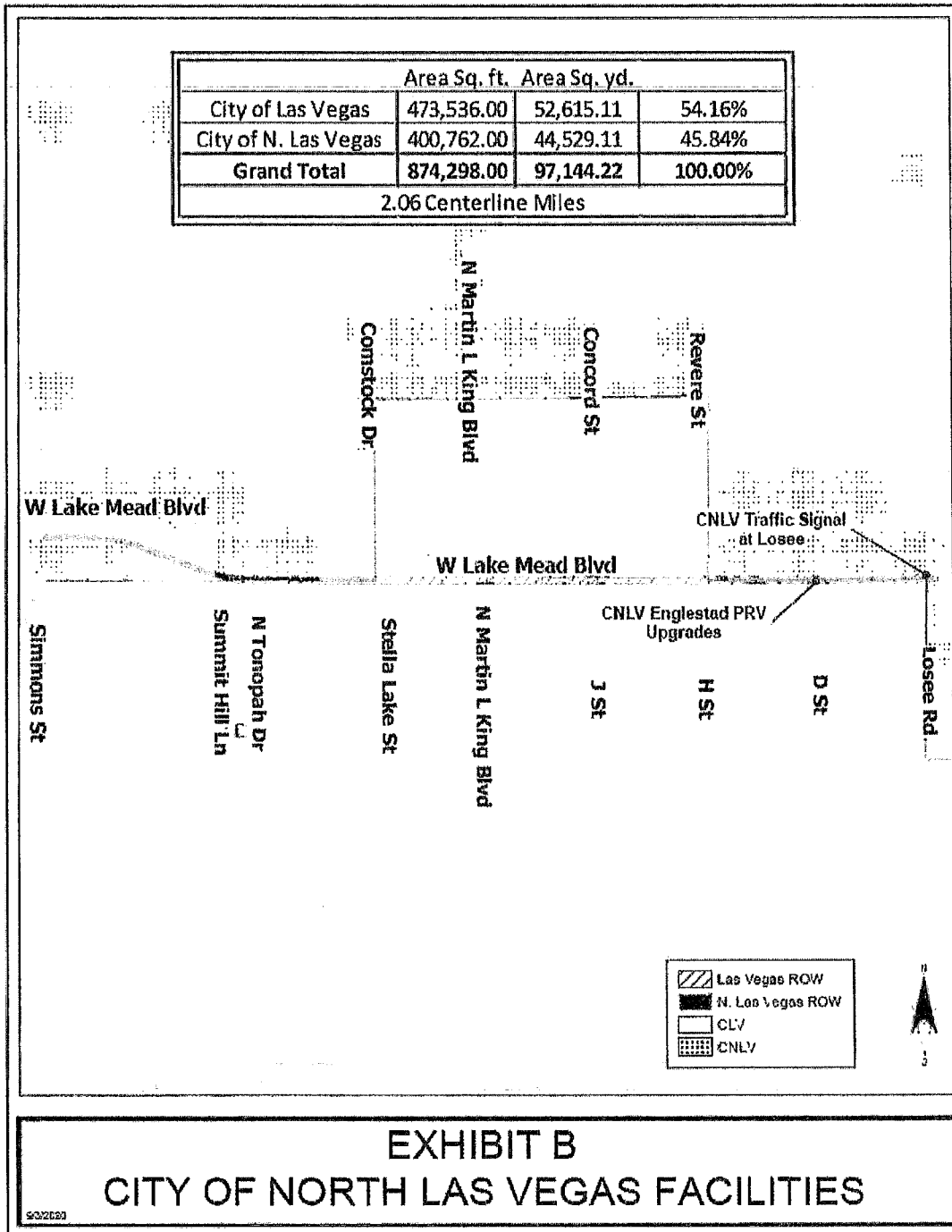


EXHIBIT C

-----SUMMARY OF-----
ESTIMATED CNLV FACILITIES COSTS

DESCRIPTION	COSTS
Estimated CNLV Facilities Construction Cost	\$15,625,000
Estimated Construction Contingency	\$1,540,000
CONSTRUCTION COST SUBTOTAL	\$17,165,000
Estimated CNLV Facilities Construction Management Cost	\$1,716,380
Estimated Construction Management Cost Contingency	\$171,638
CONSTRUCTION MANAGEMENT COST SUBTOTAL	\$1,888,018
INTERLOCAL DESIGN CONTRACT TOTAL	\$19,053,018