

**AGREEMENT  
CONSTRUCTION AND FUNDING OF WATER FACILITIES  
AS PART OF THE STEWART AVENUE SEWER - PAVEMENT REHABILITATION  
PHASE I IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of August, 2008, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter called "CITY," and the Las Vegas Valley Water District, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT":

**RECITALS**

WHEREAS, the District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the City intends to construct the Stewart Avenue Sewer - Pavement Rehabilitation Phase I Improvement Project in Stewart Avenue from 7<sup>th</sup> Street to 8<sup>th</sup> Street (hereinafter called "Project"); and

WHEREAS, the District desires the City to include water facilities (hereinafter called "water facilities") as part of the Project, as shown on Exhibit I attached hereto and incorporated herein as a part of this Agreement; and

WHEREAS, the District desires the City to construct and perform contract administration for the construction of the water facilities; and

WHEREAS, both the City and the District are authorized to enter into agreements pursuant to NRS 277.180.

NOW, THEREFORE, the parties agree to the following:

**ARTICLE I**

**CITY AGREES:**

1. To advertise the water facilities as a bid item to the Project pursuant to the requirements of NRS Chapters 332 and 338 and, if approved by the District as required under Article II, paragraph 2, award the contract for the Project, including the water facilities, to the lowest responsive and responsible bidder in the base bid amount.

2. To construct the water facilities in accordance with design drawings approved by the District.
3. To provide contract administration for the construction of the water facilities.
4. To prepare and process, when appropriate and after written approval by the District, construction change orders for the water facilities.
5. To provide an invoice to the District on a monthly basis for the water facilities based upon actual construction completed.

## **ARTICLE II**

### **DISTRICT AGREES:**

1. To provide to the City a Purchase Order number for the water facilities prior to bid opening, valid for an amount not to exceed the estimated bid price, plus the contract administration fee identified in Article II, paragraph 5.
2. To provide a decision to the City whether to include the construction of the water facilities in the award of the Project within five (5) business days after the bid opening if the actual bid amount is greater than the estimated bid amount covered by the Purchase Order as identified in Article II, paragraph 1.
3. To pay the City for each properly submitted invoice against the Purchase Order within 30 calendar days of receipt thereof.
4. To fund at its sole cost and expense the actual cost of constructing the water facilities which will be based upon the actual in-place quantities and the contract unit bid prices.
5. To fund at its sole cost and expense the cost of contract administration fees for the water facilities at 10 percent of the actual water facilities construction cost.
6. To assist the City in obtaining any permits necessary for the construction of the water facilities.
7. To respond to all requests for clarification, shop drawings and change orders necessary for the construction of the water facilities within five working days of receipt thereof.
8. To pay the full cost of change orders initiated by the District or caused by errors or omissions in the water facilities design, including the contract administration fee identified in Article II, paragraph 5.

9. To inspect the construction of the water facilities and coordinate the results of the inspection with the City's representative.

### ARTICLE III

#### **IT IS MUTUALLY AGREED:**

1. That this Agreement shall inure to the benefit of, and be binding upon, the City and the District. Nothing in this Agreement shall be construed to give any rights or benefits to any member of the general public or any other individual or entity. This Agreement is intended to benefit only the parties hereto.

2. That this Agreement represents the entire understanding of the City and the District relative to the construction of the water facilities in conjunction with the Project.

3. That this Agreement shall remain in effect for a period commencing with the date of execution by both the City and the District and will terminate when construction of all improvements contemplated herein have been completed and the City has received the required reimbursement from the District in accordance with this Agreement for all costs related to the construction of the water facilities, or by written agreement between the City and the District.

4. That this Agreement may be executed in any number of counterparts and when so executed each such counterpart shall be deemed to be an original hereof.

5. That this Agreement, or parts hereof, shall be subject to amendment as may be proposed by the City or the District; provided, however, that all amendments to this Agreement must be in proper form and be properly executed by the City and the District.

6. That without waiving the limitations of NRS Chapter 41, the City will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations of NRS Chapter 41, the District will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement.

7. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other part of this Agreement.

8. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date set forth above.

APPROVED AS TO FORM:

John S. Ridilla 7/1/08  
City Attorney  
City of Las Vegas      John S. Ridilla  
Deputy City Attorney

ATTEST:

CITY OF LAS VEGAS

~~Beverly K. Bridges~~  
~~Vicky Darling, Acting Chief Deputy City Clerk~~  
By: Beverly K. Bridges, CMC  
City Clerk

Oscar B. Goodman  
Oscar B. Goodman, Mayor

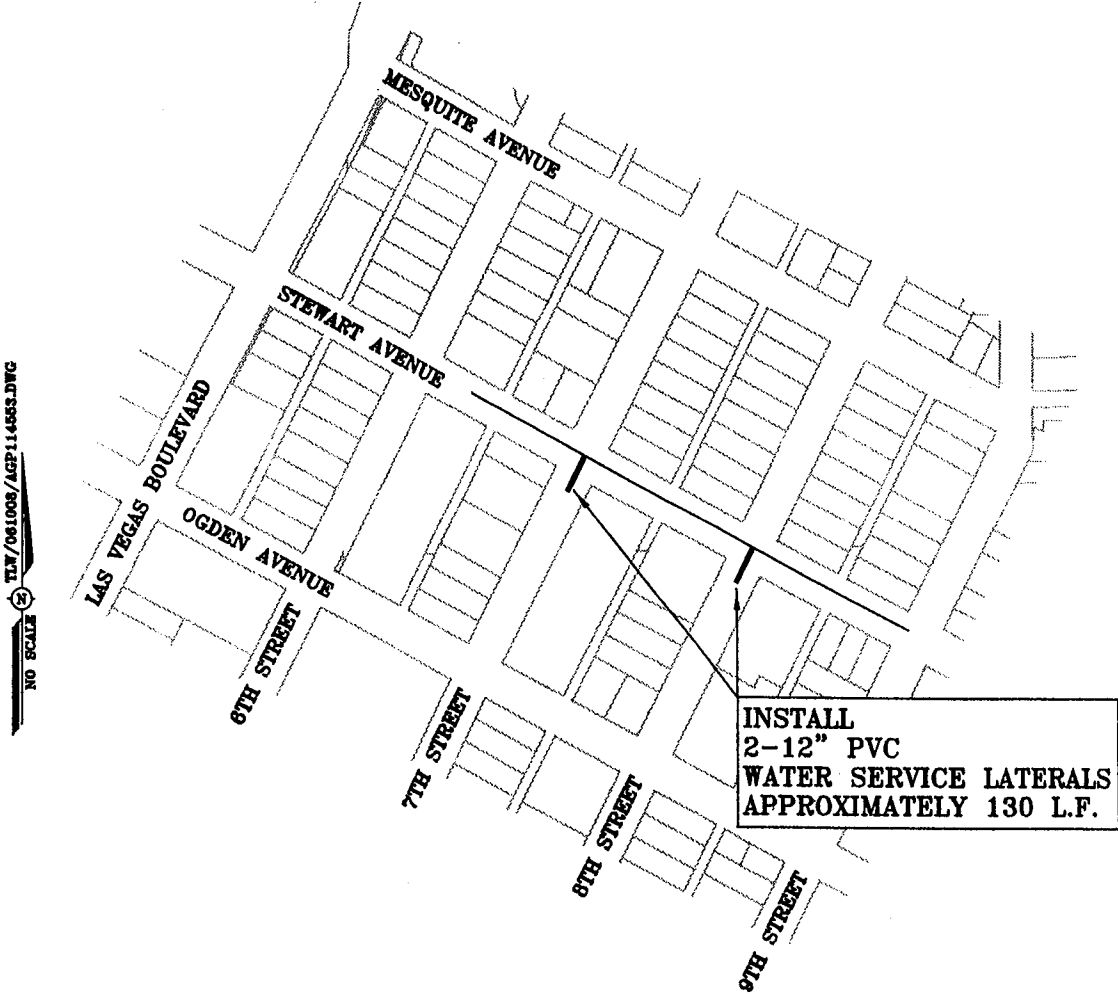
APPROVED AS TO FORM:

Charles K. Hausler  
Charles K. Hausler, General Counsel  
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

Chip Maxfield  
Chip Maxfield, President  
Board of Directors

**CITY OF LAS VEGAS  
STEWART AVENUE SEWER - PAVEMENT  
REHABILITATION PHASE I IMPROVEMENT PROJECT  
PROJECT NO. 114553**



NO SCALE  
TLW/061008/AGP114553.DWG

**EXHIBIT I**