

**INTERLOCAL AGREEMENT FOR  
CONSTRUCTION AND FUNDING OF LUDINGTON AVENUE IMPROVEMENTS  
AS PART OF THE LUDINGTON AVENUE EIGHT-INCH  
REMOVAL AND REPLACEMENT PROJECT**

**THIS Interlocal Agreement**, made and entered into this 19<sup>th</sup> day of July, 2022, 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.”

**WITNESSETH:**

**WHEREAS**, the Parties are authorized to enter into Agreements pursuant to Nevada Revised Statutes (NRS) 277.180; and

**WHEREAS**, the DISTRICT provides municipal collection and treatment of wastewater within the unincorporated area of Clark County, Nevada; and

**WHEREAS**, the DISTRICT has designed and is constructing a project known as “Ludington Avenue Eight-Inch Removal and Replacement CCWRD Project No. 19801” (“DISTRICT PROJECT”), the limits of which are generally depicted in Exhibit “A,” attached hereto and incorporated herein; and

**WHEREAS**, the COUNTY has identified the need to repave and improve Ludington Avenue from Yorkshire Drive to Lake Meade Boulevard, Sunbird Drive from Ludington Avenue to Continental Avenue, Continental from 200-feet south of Sunbird Drive to Sunbird Drive, and Yorkshire Drive from Pasadena Boulevard to Continental Avenue, (“COUNTY PROJECT”), which is generally depicted in Exhibit “B” attached hereto and incorporated herein; and

**WHEREAS**, the COUNTY desires the DISTRICT to construct, and perform contract administration for, the COUNTY PROJECT along with the DISTRICT PROJECT, as one project (“COMBINED PROJECT”); and

**WHEREAS**, the DISTRICT and the COUNTY have agreed that it is beneficial to include the construction phase of the COUNTY PROJECT within the DISTRICT PROJECT via change order to the DISTRICT PROJECT; and

**WHEREAS**, the DISTRICT is willing and able to perform the construction, and administration of, the COUNTY PROJECT so long as the DISTRICT does not incur any additional costs or expenses and provided the COUNTY pays for all costs and expenses associated with the COUNTY PROJECT including, but not limited to, the design, construction, maintenance and operation.

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

## **ARTICLE I – COUNTY AGREES:**

1. To pay DISTRICT for all actual construction costs of the COUNTY PROJECT which include the following estimates: a) all line items shown in Exhibit “C,” which consists of the Change Order amount for the COUNTY PROJECT, and b) a construction administration and survey fee of thirteen percent (13%) of the total estimate for the line items in Exhibit “C” (collectively “COUNTY PROJECT COSTS”).

2. To pay to the DISTRICT the amount of ONE HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED TWENTY-FIVE and 00/100 DOLLARS (\$162,325) (“NOT-TO-EXCEED AMOUNT”) for the COUNTY PROJECT COSTS. The NOT-TO-EXCEED AMOUNT represents an estimate of the COUNTY PROJECT COSTS, as set forth above and in Exhibit “C”. Except for any increase approved as provided below, the COUNTY’s total obligation under this Agreement shall not exceed the NOT-TO-EXCEED AMOUNT.

3. To advance to the DISTRICT the NOT-TO-EXCEED AMOUNT within thirty (30) calendar days of receipt of invoice from the DISTRICT.

Notwithstanding the above, the COUNTY understands and agrees the NOT-TO-EXCEED AMOUNT is based on the estimated total cost of construction of the COUNTY PROJECT, and if the NOT-TO-EXCEED AMOUNT advanced is insufficient to cover the COUNTY PROJECT COSTS, the COUNTY agrees to pay any additional amounts the COUNTY and DISTRICT mutually agree are necessary for the completion of the COUNTY PROJECT, subject to mutual approval of the DISTRICT Board of Trustees and the Board of COUNTY Commissioners (“BCC”) (unless such approval is unnecessary due to a delegation of authority to the General Manager or the Director of Public Works). Said additional funds must be provided after necessary approvals, and within thirty (30) days of receipt of billing from the DISTRICT. If said additional funds are not provided, the DISTRICT shall have no further obligation to construct the COUNTY PROJECT, and the COUNTY will be responsible for all costs associated with the COUNTY’s failure to provide the additional funds including, but not limited to, contractor claims due to failure to provide the additional funds, and returning the COUNTY PROJECT and the roadway to serviceable condition comparable to its condition prior to construction activities.

4. Should contingencies be issued, which are a result of or related to the DISTRICT PROJECT, the Parties agree to fully cooperate in reaching a mutual agreement regarding the portion of such costs, if any, to be allocated to the COUNTY, with any such costs deemed COUNTY PROJECT COSTS.

5. At the COUNTY’s sole cost and expense, to timely make any mutually agreeable modifications, changes, and/or adjustments to the COUNTY PROJECT plans as requested by the DISTRICT’s General Manager. The COUNTY shall also provide, at its sole cost and expense, engineering services during construction, construction inspection services, and third-party quality assurance testing inspections of the COUNTY PROJECT to ensure the timely construction of the COUNTY PROJECT in a good and serviceable manner, and to report any items of concern to the DISTRICT’s Engineer pursuant to Article II.

6. At its sole cost and expense, to obtain all environmental clearances as well as any and all permits of any kind required solely for the COUNTY PROJECT, including those requested by the DISTRICT.
7. To respond to requests for information during construction of the COUNTY PROJECT in a timely manner, as requested by the DISTRICT.
8. To provide utility companies with sufficient notice for utility relocations for the COUNTY PROJECT to be completed within a time period so as not to interfere with the DISTRICT contractor's schedule. To pay all costs and expenses of any necessary utility relocations to the extent solely related to installation of the COUNTY PROJECT, which are not required to be paid and/or relocated at the utility's cost pursuant to a franchise agreement with the DISTRICT.
9. To be responsible for all cost and expenses associated with any delays and damages arising solely out of the COUNTY's failure to timely review and respond to requests for information or contingencies.
10. To be responsible for the cost of record and as-built drawings, and any close out documents of the COUNTY PROJECT.
11. To assign a Project Manager and/or a Construction Manager to act as the COUNTY's representative to monitor all aspects of the construction of the COUNTY PROJECT and to coordinate with the designated DISTRICT Project Manager and/or the Construction Manager assigned to the COMBINED PROJECT in accordance with Article II.
12. All costs and expenses shall be paid within thirty (30) calendar days of receipt of DISTRICT invoices.
13. The COUNTY shall pay all costs and expenses for the defense of any claims against the DISTRICT to the extent they solely relate to the design of the COUNTY PROJECT. Should the DISTRICT request, the COUNTY shall be responsible for providing the defense of any claims against the DISTRICT to the extent they solely relate to the design of the COUNTY PROJECT.

#### **ARTICLE II – DISTRICT AGREES:**

1. To include the construction of the COUNTY PROJECT as a part of the DISTRICT PROJECT via change order to the DISTRICT PROJECT, and to administer the COMBINED PROJECT as one (1) project.
2. To include the separate line items for the COUNTY PROJECT shown in Exhibit "C" within the work performed on the COMBINED PROJECT.
3. To invoice the COUNTY for the COUNTY PROJECT's NOT-TO-EXCEED AMOUNT after the COUNTY's execution of this Agreement.

4. To cause DISTRICT's contractor to construct the COUNTY PROJECT in accordance with the COUNTY's plans and technical specifications as approved by the COUNTY and the DISTRICT, to the extent the funds paid to DISTRICT by COUNTY as required herein will cover such construction.
5. To maintain an accounting of the COUNTY PROJECT COSTS and to refund to the COUNTY any unspent balance (if any) of the funds paid by the COUNTY. Such refunds are due to the COUNTY within sixty (60) days after the DISTRICT's final payment to its Contractor.
6. To invite and allow the COUNTY to attend all project meetings pertaining to the COUNTY PROJECT.
7. 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 COMBINED PROJECT, to provide construction administration including third party inspection, and to coordinate the construction of the COUNTY PROJECT with the COUNTY representative to ensure a good and serviceable project.
8. To allow the COUNTY to observe, review and inspect the construction of the COUNTY PROJECT with the understanding that all items of concern are to be reported to the DISTRICT's assigned Project Manager/Construction Manager and not the DISTRICT's contractor.
9. To review and execute payment requests associated with the COUNTY PROJECT concurrently with the COUNTY.
10. Should any defective material or workmanship affecting the COUNTY PROJECT installed by the DISTRICT's contractor be disclosed within one (1) year of the date of completion and final acceptance of the COUNTY PROJECT by the COUNTY, the DISTRICT shall cause its contractor to immediately correct the defect.
11. To provide to the COUNTY, at COUNTY's expense, redlined as-built drawings, and close-out documents of the constructed COUNTY PROJECT as required by the technical specification as one of the conditions for the COUNTY's substantial completion acceptance of the COUNTY PROJECT.

### **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.
2. Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law.
3. The term of this Agreement shall be from the effective date until the obligations of the DISTRICT and the COUNTY are fulfilled.

4. This Agreement shall not be modified, amended, or altered except by written agreement mutually consented to by the Parties.

5. This Agreement may be terminated by mutual consent of both Parties or the DISTRICT may terminate this Agreement if COUNTY fails to provide funding as required herein.

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: [tminwegen@cleanwaterteam.com](mailto:tminwegen@cleanwaterteam.com)  
   [smollus@cleanwaterteam.com](mailto:smollus@cleanwaterteam.com)

FOR COUNTY:                    Attn: Denis Cederburg, P.E., Director  
   Attn: Jimmy Floyd, P.E., Manager of Construction Management  
   Clark County Department of Public Works  
   500 South Grand Central Parkway  
   Second Floor, Suite 2066  
   Las Vegas, Nevada 89106  
   Telephone: (702) 455-6030  
   Fax: (702) 455-6040  
   Email: [dlc@clarkcountynv.gov](mailto:dlc@clarkcountynv.gov)  
   [jimmy.floyd@clarkcountynv.gov](mailto:jimmy.floyd@clarkcountynv.gov)

7. Once completed and accepted by the COUNTY, the improvements that comprise the COUNTY PROJECT shall be the exclusive property of the COUNTY. After the COUNTY's final acceptance, the COUNTY shall be responsible for the maintenance of the improvements that comprise the COUNTY PROJECT. Any portion of the DISTRICT'S publicly-owned treatment works that pre-exists, and remains after the completion of, any work on the DISTRICT PROJECT shall be and remain the exclusive property of the DISTRICT.

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

9. This Agreement is not a commitment for sewer service to any parcel or entity, and neither this Agreement, nor any interest herein, may be assigned, transferred, or delegated without the prior written consent of the non-assigning Party.

10. This Agreement is intended only to benefit the Parties hereto and does not create rights, benefits or causes of action for any other person, entity or member of the general public.

11. 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 the Parties are authorized by law to perform the services set forth in the Agreement.

12. 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.

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

14. Subject to the limitations established by law, the COUNTY will be responsible for any loss, damage, liability, cost or expense, except those exempt by law, caused by actions or inactions of its employees arising under this Agreement. The COUNTY does not waive the conditions and limitations of NRS Chapter 41. Any liability of the COUNTY arising under the terms of this Agreement shall not be subject to punitive damages.

15. Subject to the limitations established by law, the DISTRICT will be responsible for any loss, damage, liability, cost or expense, except those exempt by law, caused by actions or inactions of its employees arising under this Agreement. The DISTRICT does not waive the conditions and limitations of NRS Chapter 41. Any liability of the DISTRICT arising under the terms of this Agreement shall not be subject to punitive damages.

16. In connection with the performance of work under this Agreement, the parties agree to comply with all applicable law, including, but not limited to, NRS Chapter 338 and to include in any construction contract the contractor's agreement not to discriminate against any employees or applicant for employment because of race, creed, color, religion, sex, sexual orientation, gender expression, gender identity, age or national origin, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay, or other forms of compensation, and selection for training, including, without limitation, apprenticeship, and to insert this provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

17. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other Party. 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.

18. The DISTRICT may also terminate this Agreement upon thirty (30) calendar days written notice to the COUNTY if the Board of Trustees, in its sole determination, determines that there are not sufficient funds to continue with the DISTRICT PROJECT and/or the DISTRICT PROJECT is not in the best interest of the DISTRICT, in which case the DISTRICT shall refund to the COUNTY any unspent NOT-TO-EXCEED AMOUNT already paid to the DISTRICT within thirty (30) calendar days of termination.

19. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

20. This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, discussions, and other agreements that may have been made in connection with the subject matter hereof. 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.

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

CLARK COUNTY, NEVADA  
BOARD OF COUNTY COMMISSIONERS

CLARK COUNTY WATER RECLAMATION  
DISTRICT BOARD OF TRUSTEES

By: \_\_\_\_\_  
JAMES B. GIBSON  
Chair

By: \_\_\_\_\_  
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 STOFT  
General Counsel

**EXHIBIT "A"**  
**SEWER PROJECT**



**EXHIBIT "B"**

**COUNTY PROJECT**



**EXHIBIT “C”**

**LISTING OF BID LINE ITEMS ANTICIPATED FOR  
COUNTY PROJECT  
LUDINGTON AVENUE IMPROVEMENTS**

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>APPROX. QTY</b>	<b>UNIT</b>	<b>PRICE</b>
1	Plantmix Bituminous Surface (Depth = 3-inches)	845	Tons	\$143,650
2	ADDITIONAL CONSTRUCTION ADMINISTRATION AND SURVEY FEE	13%	LS	\$18,675
	<b>Total Payment to DISTRICT</b>			<b>\$162,325</b>