

**CONSTRUCTION AGREEMENT  
OFFSITE IMPROVEMENTS  
COTTONWOOD LAKE SUBDIVISION**

This agreement ("Agreement") is made and entered into this 16<sup>th</sup> day of November, 2021, by and between the County of Clark, a political subdivision of the State of Nevada ("County") and Camino Constructors LLC. ("Contractor"). Each of the above is individually a "Party" and collectively are "Parties."

**WHEREAS**, on 28<sup>th</sup> day of July, 2005 the County entered into an Offsite Improvement Agreement No. 05-14752 ("OIA") with the property owner of 65 parcels located within a subdivision known as Cottonwood Lake Homes, LLC ("Cottonwood"), and the property owner posted a bond through The Hanover Insurance Company ("Hanover") securing the construction of the offsite improvements for Cottonwood;

**WHEREAS**, the property owner defaulted on its offsite improvement obligations under the OIA and the County sought recourse on the bond issued by Hanover and ultimately filed a lawsuit against Hanover in the Eighth Judicial District Court, Case No. A-12-671287-C;

**WHEREAS**, on or about March 18, 2020, the County and Hanover entered into a settlement agreement resolving the claims related to the OIA and bond whereby the County agreed to receive a payment of \$135,000 from Hanover ("Bond Money") and is obligated to apply that payment, along with a \$50,000 cash deposit ("Cash Deposit") also received from property owner as security for the OIA (Bond Money and Cash Deposit are collectively "Developer Funds"), to complete certain Off-Sites within the Cottonwood subdivision as set forth in Exhibit "A" ("Off-Sites"), attached hereto and by this reference incorporated herein, and identified in the OIA;

**WHEREAS**, during litigation the County hired Contractor as an expert witness to opine as to cost estimates for the Off-Sites and County desires to now obtain the quality construction services of Contractor for the Off-Sites;

**WHEREAS**, public money will not be used for the completion of the Off-Sites set forth in this Agreement and, pursuant to the court order in the above-stated lawsuit dated December 13, 2018 and filed with the court clerk on December 17, 2018 current landowner of Cottonwood will be responsible for the completion of the remainder of the off-sites required by the OIA;

**WHEREAS**, Contractor is a qualified professional licensed Contractor and desires to construct the Off-Sites pursuant to the terms and conditions of this Agreement;

**NOW THEREFORE**, the Parties to this Agreement for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

**1. CONSTRUCTION OF OFF-SITE IMPROVEMENTS.**

The Contractor shall construct and complete the Off-Sites for the Cottonwood subdivision as set forth in Exhibit "A" consisting of the removal and replacement of asphalt, replacing and/or repairing utilities, excavating and backfilling utilities, installing of rip rap and removal bollards in the drainage easement, installing missing or damaged of traffic signs

and/or striping. The contractor is responsible for obtaining sign-offs from Clark County Fire Department (CCFD) and Clark County Water Reclamation District (CCWRD). Contractor is responsible for all repairs, modifications, costs, fees, and expenses associated with obtaining the sign-offs from CCFD and CCWRD. The Off-Sites are subject to and shall be constructed in accordance with all applicable federal and state laws, the Clark County Code, all required permits, regulations, standards and specifications, and plans approved by the Director of Public Works or his delegate, and other requirements of the County.

Contractor shall provide adjustments necessary to all existing utilities due to the work required by this Agreement.

**2. ACCEPTANCE OF IMPROVEMENTS BY THE COUNTY.**

Upon completion of the work set forth in Exhibit "A", attached, the Contractor shall notify the Clark County Public Works Department ("CCPW") to schedule an inspection. When CCPW inspects an item of work or a portion of the Off-Sites, and finds the work performed to be satisfactory for inclusion in the completed Off-Sites, CCPW shall issue a letter of acceptance.

**3. PAYMENT.**

The maximum amount payable by the COUNTY to the Contractor shall be the sum of the Developer Funds, and under no circumstances may the total amount payable to the Contractor exceed the sum of One Hundred Eighty Five Thousand dollars and 00/100 Dollars (\$185,000.00) for the construction of the Off-Sites as set forth in Exhibit "A", unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

Contractor shall submit a monthly pay application based on completed work set forth in Exhibit "A". Subject to County approval, monthly payments shall be made to the Contractor by the County from Developer Funds based on the percentage of the work completed; provided, however, that there shall at all times be a ten percent (10%) retention of the funds in said account, until all of the Off-Sites have been completed and accepted by the County.

**4. TERM.**

Contractor shall complete the construction of the Off-Sites, as set forth in Exhibit "A", no later than May 7, 2022.

5. **INDEMNITY.**

- (a) The Contractor shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including, but not limited to, reasonable costs of investigation, reasonable attorney's fees and expenses all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs based upon or arising out of any acts, errors, omissions, fault or negligence of Contractor or its principals, employees, subcontractors or other agents while performing services under this Contract.
- (b) This indemnity section survives termination or completion of this Agreement.

6. **INSURANCE.**

- A. Contractor agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Owner to make any payment under this contract, to provide the Owner with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not the Contractor has employees.
- B. Contractor agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that Owner may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.
- C. The Contractor shall furnish not later than seven business days after approval of this Agreement or prior to commencement of work as set forth herein, whichever is earlier, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.
- D. As a condition precedent to receiving payments, Contractor shall have on file with Owner current certificates of insurance evidencing the required coverage. Insurance certificates for the Owner should contain the information shown on the sample certificates attached.

- E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. Owner requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by the Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Owner.
- F. Contractor shall furnish renewal certificates to the Owner for the required insurance during the period of coverage required by the contract. Contractor will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the Owner to the Contractor 30 calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within seven business days. If within 20 calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the Owner may declare the Contractor in default of its obligation under this paragraph.
- G. County, its officers, employees, agents, and volunteers must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
  - 1. The Contractor's insurance shall be primary as respects County, its officers, employees, agents, and volunteers.
  - 2. Any other coverage (insurance or otherwise) available to Owner, its officers, employees and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.
- H. The Contractor's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the Contractor's contractual obligation of additional insured to Owner. All policies must note that the Owner will be given 30-calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.
- I. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000.
- J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than \$2,000,000 per occurrence or per accident. All aggregates

must be fully disclosed and the amount entered on the required certificate of insurance. Contractor's insurer must notify the Owner of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.

- K. The Contractor shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Contractor's Bid. The Contractor is required to obtain and maintain the following coverage:
1. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to Owner within seven business days or prior to commencement of work as set forth herein, whichever is earlier. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. Contractor shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages.
  2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Contractor shall maintain limits of no less than \$1,000,000 combined single limit "per accident" for bodily injury and property damage.
- L. If the Contractor fails to maintain any of the insurance coverage required herein, then the Owner will have the option to declare the Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The Contractor is responsible for any expenses paid by the Owner to maintain such insurance and the Owner may collect the same from the Contractor or deduct the amount paid from any sums due the Contractor under the contract.

- M. The insurance requirements specified herein do not relieve the Contractor of its responsibility or limit the amount of their liability to the Owner or other persons and the Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- N. Contractor is responsible for and must remedy all damage or loss to any property, including property of Owner, caused in whole or in part by the Contractor, any subcontractor or anyone employed, directed or supervised by Contractor. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall pay all premiums and costs of insurance.

**8. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS.**

Upon completion of the Off-Sites within the County right-of-way required hereby and prior to final payment, the Contractor shall furnish the Director with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of underground water and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

**9. WARRANTY.**

Contractor is responsible should any original or developed defects or failures appear within a period of one (1) year from the date of acceptance of the work by the COUNTY. The Contractor shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of CCPW.

This Agreement does not limit or relieve CONTRACTOR from any other obligation or responsibility which the CONTRACTOR may otherwise have as a result of the Off-Sites including, but not limited to, any damages or latent defects which may occur beyond the warranty period specified above.

**10. MISCELLANEOUS.**

- (a) This Agreement supersedes all previous oral agreements between the Parties, contains the whole of the agreement between the Parties, and may not be modified except in a writing executed by the Parties.
- (b) This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the COUNTY and the CONTRACTOR only.
- (c) Each of the Parties signing below expressly represents that they have full and complete authority to bind the entity on whose behalf they are signing this Agreement.


- (d)** In the event any part of this Agreement is found to be invalid, unenforceable, or non-binding, the remaining portions shall remain in full force and effect.
- (e)** This Agreement shall be construed in accordance with the laws of the State of Nevada, with each provision given its fair meaning without regard to which party drafted or suggested it. If any sentence, paragraph, or section is held illegal, null or void, or against public policy, then the remaining sentences, paragraphs and section shall remain in full force and effect and not be affected thereby.
- (f)** In any action or proceeding to enforce the terms of this Agreement or to redress any violation of this Agreement or otherwise resolve any dispute between the parties arising hereunder, recovery of reasonable attorneys' fees and other legal costs shall be governed by NRS 18.010 and 18.020, as applicable as determined by a Court.
- (g)** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party or parties making the waiver.
- (h)** This Agreement may be executed in counterparts and when so signed the executed counterparts shall cumulatively constitute a whole and complete Agreement among the Parties. A facsimile signature shall be deemed an original for purpose of this Agreement.
- (i)** The recitals set forth above shall be incorporated into this Agreement as set forth in full.

[signatures on following page]

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

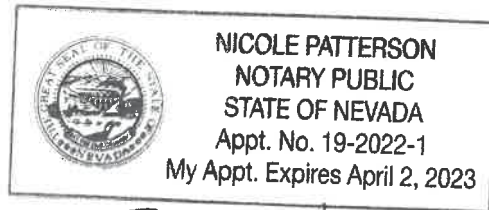
**CLARK COUNTY, NEVADA**

By: \_\_\_\_\_  
Marilyn Kirkpatrick  
Chair, Board of County Commissioners

  
Contractor  
Camino Constructors  
Allen R. Walker  
Notary:


**ATTEST:**

By: \_\_\_\_\_  
Lynn Marie Goya  
County Clerk



  
Nicole Patterson 11/21/21

**APPROVED AS TO FORM:**

By:   
Laura C. Rehfeldt  
Deputy District Attorney



# EXHIBIT A

## CAMINO CONSTRUCTORS LLC.

Phone : 702-641-6211  
Fax : 702-641-6226

Lic. # 0054903  
Limit: \$2,500,000

**PROJECT NAME :** Cotton Wood Lake Homes  
05-14752  
**JOB LOCATION :** Cottonwood Cove & Harry Reid in Searchlight NV.

**DATE:** 8/30/2021

# 2	1 ls. Water Jones valve & water costs	\$ 2,500.00	\$ 2,500.00
# 4	1 ls. Geotech testing and reports	\$ 5,200.00	\$ 5,200.00
# 6	1 ls. Fire Sign off and testing		\$ 1,800.00

### Grading, Asphalt & Concrete

	1 ea. Mobilization	\$ 1,800.00	
# 16	1 Ls. Remove & Replace Asphalt 3" 4 foot wide@ Sew	\$ 13,077.40	\$ 13,077.40
# 19	1 ls. Install Rip Rap @ Drain easement	\$ 1,425.00	\$ 1,425.00
# 33	3 ea. Install Lockable bollards	\$ 850.00	\$ 2,550.00
# 36	45 hrs. Labor	\$ 75.00	\$ 3,375.00
<u>Sewer / Water</u>			
# 51	1 ea. Turn Hydrant to street	\$ 700.00	\$ 700.00
# 61	35 hrs. Jet rod and Clean Sewer for CCTV	\$ 325.00	\$ 11,375.00
# 62	14 hrs. CCTV Sewer line for acceptance	\$ 325.00	\$ 4,550.00
# 62A	1 ls. Repair Manholes per CCWRD list	\$ 13,250.00	\$ 13,250.00
#62B	1 ls. Repair sags per CCWRD List 2021	\$ 120,642.60	\$ 120,642.60

### Signage, Stripping and Temp Traffic

# 64	2 ls. Mob Signage and Striping	\$ 650.00	\$ 1,300.00
# 68	3 ea. R7-1ARP "NO PARKING" sign with poles	\$ 310.00	\$ 930.00
# 69	3 ea. Repair or Replace Type III Barricades	\$ 690.00	\$ 2,070.00
# 73	1 ea. W8-3/W19 Pavement Ends sign	\$ 255.00	\$ 255.00

**\$ 185,000.00**

**General Notes:**

All pricing is based off market pricing for each item and may not reflect true cost at time of construction. Material prices are on the rise due to cement powder, aggregate, steel and oil costs which trickles down through all aspects of the job.

Import and export of excess and type II are based on best source at time of proposal but could be reduced when construction starts due to changing locations and distance, this by reducing trucking costs.

This pricing does not cover any Latent Defects Found in the Course of Normal Work.

It is our intent that all underground utilities that have been installed correct and per plan unless otherwise noted.

There is no cost to move on site power poles

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 1 - 5</b>						
<b>Corporate/Business Entity Name:</b> Camino Constructors LLC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		7645 Homing Pigeon St.		<b>Website:</b>		
<b>City, State and Zip Code:</b>		North Las Vegas , NV 89084		<b>POC Name:</b> Allen Walker		
				<b>Email:</b> allen@camino.lvcoxmail.com		
<b>Telephone No:</b>		702-641-6211		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).


Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Allen R. Walker	Member Manager	100%

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 _____ Signature	Allen R. Walker _____ Print Name
Member/Manager _____ Title	10/27/2021 _____ Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative