

**WESTERN BELTWAY, SUMMERLIN PARKWAY TO CRAIG ROAD  
UTILITY CONSTRUCTION INTERLOCAL CONTRACT**

**THIS CONTRACT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY."

**WITNESSETH**

**WHEREAS**, Nevada Revised Statute 277.180 provides that one or more public agencies may enter into contracts for the performance of desired services; and,

**WHEREAS**, the COUNTY is in the process of constructing the Western Beltway, Summerlin Parkway to Craig Road, project, hereinafter referred to as "Project"; and,

**WHEREAS**, the CITY desires to have a sewer line and related appurtenances installed across the Project in accordance with size, stationing and invert elevations herein, hereinafter referred to as "Sewer," and,

**WHEREAS**, the CITY desires to have a water line and related appurtenances installed across the project in accordance with size, stationing and depths herein, hereinafter referred to as "Water"; and,

**WHEREAS**, the CITY and the COUNTY wish to enter into a Contract whereby the COUNTY will perform these necessary installations using the COUNTY's contractor in order to avoid the complicated coordination that would otherwise be needed by having several utility owners with their work crews trying to perform needed installations immediately in advance of the COUNTY contractor's work operation; and,

**WHEREAS**, the CITY is willing to have the COUNTY bill the CITY based on COUNTY's actual approved public bid prices for the respective type of installation immediately upon completion of each contract; and,

**WHEREAS**, said Sewer and Water will be installed by a properly licensed construction contractor in accordance with plans and specifications approved by the CITY; and,

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

**COUNTY AGREES**

1. COUNTY will request its contractor to construct the Sewer and Water as part of the Project in accordance with the La Madre Equestrian Trail Plans prepared by the WLB Group dated December 28, 2005, hereinafter called PLANS, and as specified below:

A. SEWER FACILITIES

1. In Cliff Shadows Parkway, 276 linear feet of 8-inch PVC sewer line at Station 54+93 and invert elevation 2892.94, to Station 57+63.67 and invert elevation 2897.08.
2. In Cliff Shadows Parkway, 79 linear feet of 8-inch PVC sewer line at Station 55+75.70 and invert elevation 2894.30 northeasterly to a cap at an invert elevation of 2895.46.
3. In Cliff Shadows Parkway, 32 linear feet of 8-inch PVC sewer line at Station 57+63.67 and invert elevation 2897.08 northwesterly to a cap at an invert elevation of 2899.26.

B WATER FACILITIES:

1. In Cliff Shadows Parkway, 57 linear feet of 8-inch PVC water line at Station 61+14 westerly to a cap.
2. In Cliff Shadows Parkway, 65 linear feet of 6-inch PVC water line at Station 58+40 westerly to a fire hydrant assembly.
2. COUNTY agrees during construction of the Project to require its Contractor to protect existing sanitary sewer lines shown on said PLANS.
3. COUNTY will provide COUNTY inspectors for the Sewer and Water construction.
4. COUNTY agrees to allow a CITY construction inspector access to the site to observe construction activities.
5. The Sewer and Water will be installed at depths and locations such that the Sewer and Water will not interfere with future Ultimate Beltway improvements and in accordance with the PLANS.
6. COUNTY will charge CITY for the cost of the Sewer and Water based on actual contractor's construction costs as determined by the COUNTY for the Sewer and Water.
7. COUNTY agrees that construction management shall be performed by the COUNTY or by consultants employed by the COUNTY.
8. COUNTY agrees that at least ten (10) days prior to the award of bid for the Project, CITY reserves the right to delete the Sewer and Water from the contract if the bid amount exceeds the estimate set forth in Sections 2 and 3 of "City Agrees".

**CITY AGREES**

1. CITY will provide at its own expense the Sewer and Water size, stationing, and invert elevations to the COUNTY. Such information shall be compatible with the COUNTY Project and in accordance with the PLANS.

2. CITY will pay to the COUNTY the actual cost of the construction of the Sewer as determined by the County, which is Forty-seven Thousand One Hundred Thirty-two and 95/100 Dollars (\$47,132.95) for the Sewer as provided above. Said amount shall be paid within thirty (30) days of receipt of billing statement from COUNTY.
3. CITY will pay to the COUNTY the actual cost of the construction of the Water as determined by the County, which is Fifty-three Thousand Four Hundred Ninety-one and 35/100 Dollars (\$53,491.35) for the Water as provided above. Said amount shall be paid within thirty (30) days of receipt of billing statement from COUNTY.
4. CITY, at its own cost and expense, agrees to provide a construction project representative for coordination of the construction phase of the Sewer and Water.
5. City agrees to pay to County within 30 days of receipt of invoice an additional 10% of the actual cost of the sewer and water for County inspection and construction engineering services. Said amount is Ten Thousand Sixty-two and 43/100 Dollars (\$10,062.43). The total amount the CITY agrees to pay the COUNTY within thirty (30) day of receipt of invoice is One Hundred Ten Thousand Six Hundred Eighty-six and 73/100 Dollars (\$110,686.73).
6. Notwithstanding the above, CITY agrees that if the actual costs as determined by the County exceeds the estimated amounts set forth in 2, 3, or 5 above, the CITY will supplement this agreement to reflect the actual cost amount should it desire the COUNTY to continue with the installation of the Sewer and Water. If the CITY fails to supplement the agreement with sufficient funding within the time specified by the COUNTY, then the COUNTY is excused from its obligation pursuant to this agreement and will not be responsible for constructing the Sewer and Water.

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

1. This Contract shall go into effect upon signature of both parties hereto, and shall be in effect until the completion of construction, or December 30, 2007, whichever comes first.
2. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this Contract.
3. This Contract shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this Contract, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
4. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.
5. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.
6. This Agreement may be terminated by the County with or without cause upon the giving of thirty (30) day written notice to the City. If the County terminates this agreement without cause, then the County will return all unencumbered City funds (if any) to the City.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date herein above set forth.

CLARK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Date of Commission Action

BY: \_\_\_\_\_  
RORY REID  
Chairman

Attest:

BY: \_\_\_\_\_  
SHIRLEY B. PARRAGUIRRE  
County Clerk

APPROVED AS TO FORM:

BY:   
CHRISTOPHER FIGGINS  
Deputy District Attorney

CITY OF LAS VEGAS

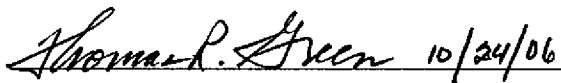
\_\_\_\_\_  
Date of Council Action:

BY: \_\_\_\_\_  
OSCAR B. GOODMAN  
Mayor

Attest:

BY: \_\_\_\_\_  
BARBARA JO RONEUMUS  
City Clerk

APPROVED AS TO FORM:

BY:  10/24/06  
Deputy District Attorney