

**A G E N D A**  
**LAS VEGAS VALLEY WATER DISTRICT**  
**BOARD OF DIRECTORS**

**REGULAR MEETING**  
**9:00 A.M. – JULY 5, 2017**

**COMMISSION CHAMBERS**  
**CLARK COUNTY GOVERNMENT CENTER**  
**500 S. GRAND CENTRAL PARKWAY, LAS VEGAS, NEVADA**  
**(702) 258-3100**

**Board of Directors**  
Mary Beth Scow, President  
Steve Sisolak, Vice President  
Susan Brager  
Larry Brown  
Chris Giunchigliani  
Marilyn Kirkpatrick  
Lawrence Weekly

*John J. Entsminger,*  
*General Manager*

Date Posted: June 27, 2017

The Las Vegas Valley Water District makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call the Agenda Coordinator (702) 258-3939 at least 24 hours prior to the meeting.

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**THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED IN THE FOLLOWING LOCATIONS:**

**LAS VEGAS VALLEY WATER DISTRICT**  
**1001 SOUTH VALLEY VIEW BOULEVARD**  
**LAS VEGAS, NEVADA**

**CLARK COUNTY GOVERNMENT CENTER**  
**500 SOUTH GRAND CENTRAL PARKWAY**  
**LAS VEGAS, NEVADA**

**GRANT SAWYER STATE OFFICE BUILDING**  
**555 EAST WASHINGTON AVENUE**  
**LAS VEGAS, NEVADA**

**REGIONAL JUSTICE CENTER**  
**200 LEWIS AVENUE**  
**LAS VEGAS, NEVADA**

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All items listed on this agenda are for action by the Board of Directors, unless otherwise indicated. Items may be taken out of order. The Board of Directors may combine two or more agenda items for consideration, and/or may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

Visit our website at [http://www.lvvw.com/about/board\\_meetings.html](http://www.lvvw.com/about/board_meetings.html) or main office at 1001 S. Valley View Boulevard, Las Vegas, Nevada for Las Vegas Valley Water District agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact the LVVWD Agenda Coordinator at (702) 258-3939 or [agendas@lvvw.com](mailto:agendas@lvvw.com).

**CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE GENERAL PUBLIC**

**NO ACTION MAY BE TAKEN:** At this time, the Board of Directors will hear general comments from the public on items listed on this agenda. If you wish to speak to the Board about items within its jurisdiction, but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less.

**ITEM NO.**

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of June 6, 2017.

**CONSENT AGENDA Items 2 - 4 are routine and can be taken in one motion unless a Director requests that an item be taken separately.**

2. *For Possible Action:* Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities at the Cimarron Pedestrian Bridge at Summerlin Parkway Project.
3. *For Possible Action:* Approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities at the Wigwam Torrey Pines Park Project.
4. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for design and construction of the 3435 Zone North Pipeline Phase III.

**BUSINESS AGENDA**

5. *For Possible Action:* Award Bid No. 2346-17, Supply Contract for Motor Control Centers & Switchgear, to Autonomy Technology, Inc., for one year from date of award, and authorize the General Manager or his designee to execute the purchasing agreement and exercise annual renewal options, each with an increase not to exceed 15 percent, for four additional one-year periods.
6. *For Possible Action:* Award Contract No. C1435, Miscellaneous Vaults, Reconstruction and Repair, Phase XX, to TAB Contractors, Inc., authorize a change order contingency, and authorize the General Manager to sign the construction agreement.
7. *For Possible Action:* Award Contract No. C1474, Pavement Replacement Services, Phase I, 2017-2019, to J&J Enterprises Services, Inc., and authorize the General Manager to sign the construction agreement.

## **AGENDA – LAS VEGAS VALLEY WATER DISTRICT – PAGE TWO – JULY 5, 2017**

8. *For Possible Action:* Conduct a public hearing, approve a cost-of-living adjustment effective July 1, 2017, and amend the cost-of-living provision with the Collective Bargaining Agreement for employees represented by the Water Employees Association of Nevada.
9. *For Possible Action:* Conduct a public hearing and approve a cost-of-living adjustment for employees represented by the Teamsters Local Union No. 14, effective July 1, 2017.
10. *For Possible Action:* Conduct a public hearing and approve a cost-of-living adjustment for employees represented by the Las Vegas Valley Public Employees Association, effective July 1, 2017.
11. *For Possible Action:* Conduct a public hearing, approve a cost-of-living adjustment effective July 1, 2017, and amend the cost-of-living provision within the Collective Bargaining Agreement for employees represented by the Water Supervisors Association of Nevada.

### **COMMENTS BY THE GENERAL PUBLIC**

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Las Vegas Valley Water District. Please limit your comments to three minutes or less.

**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
JUNE 6, 2017  
MINUTES**

CALL TO ORDER 9:02 a.m., Commission Chambers, Clark County Government Center,  
500 South Grand Central Parkway, Las Vegas, Nevada

DIRECTORS PRESENT Mary Beth Scow, President  
Steve Sisolak, Vice President  
Susan Brager  
Larry Brown  
Chris Giunchigliani  
Marilyn Kirkpatrick  
Lawrence Weekly

STAFF PRESENT John Entsminger, Julie Wilcox, Dave Johnson, Greg Walch

OTHERS PRESENT None

*Unless otherwise indicated, all members present voted in the affirmative.*

**COMMENTS BY THE GENERAL PUBLIC**

*For full public comment, visit [www.lvwd.com/apps/agenda/lvwd/index.cfm](http://www.lvwd.com/apps/agenda/lvwd/index.cfm)*

There were no speakers.

**ITEM NO.**

**1. Approval of Agenda & Minutes**

FINAL ACTION: A motion was made by Director Weekly to approve the agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the special meeting of April 24, 2017, the regular meeting of May 2, 2017 and the special meeting of May 15, 2017. The motion was approved.

**2. Issue a proclamation recognizing the Springs Preserve's 10-Year Anniversary.**

Julie Wilcox, Deputy General Manager – Administration, gave a presentation highlighting successes from the Springs Preserve's performance over the past 10 years as well as from the previous fiscal year, showing increases in revenues and accolades received. A video highlighting the Preserve and its events, attractions, gardens, classes, museums, trails and history over the years was also shown to the Board. Board members recognized the Springs Preserve, its leadership and staff for a job well done.

FINAL ACTION: Commissioner Brown presented a proclamation to John Entsminger, General Manager, and Julie Wilcox, recognizing the Springs Preserve's 10-year anniversary.

**CONSENT AGENDA Items 3 - 7 are routine and can be taken in one motion unless a Director requests that an item be taken separately.**

- 3. Approve and authorize the President to sign an amendment to the existing cooperative agreement between the City of Boulder City and the District for increased water service to existing District customers located adjacent to the Lake Mead National Recreation Area, and to other existing and future developments requesting District service outside the city boundaries.**
- 4. Approve and authorize the President to sign an interlocal agreement between the City of Henderson and the District for valve adjustments to and replacement of existing District-owned water facilities at the Pittman North Detention Basin Phase 3 Project.**
- 5. Approve and authorize the General Manager to sign an agreement between Wunderlich-Malec Engineering, Inc., and the District to provide technical services for an annual amount not to exceed \$300,000 for the period from July 1, 2017, through June 30, 2018, and authorize renewal for four additional one-year periods.**

6. **Approve and authorize the General Manager to sign an agreement between George T. Hall Company, Inc., and the District to provide technical services for an annual amount not to exceed \$300,000 for the period from July 1, 2017, through June 30, 2018, and authorize renewal for four additional one-year periods.**
7. **Approve and authorize the General Manager to sign an agreement between Eldorado Springs, LLC, and the District for design and construction of the Eldorado 2168 Zone Pipeline for an amount not to exceed \$269,000.**

FINAL ACTION: A motion was made by Director Weekly to approve staff's recommendations. The motion was approved.

#### **BUSINESS AGENDA**

8. **Approve a professional services agreement between R&R Partners, Inc., and the District related to Request for Proposals 658-17 to provide integrated marketing, communications and public outreach services for the District and Springs Preserve public education and outreach initiatives in an amount not to exceed \$2,000,000 for fiscal year 2017-18, with the option to renew for four additional one-year periods, and authorize an increase not to exceed 10 percent for each renewal term.**

Mr. Entsminger stated that the District issued a Request for Proposal to provide integrated marketing, communications and public outreach services for the District and Springs Preserve, pursuant to direction from the Board. After a comprehensive review process, staff felt that R&R Partners was the strongest respondent. Since the District first engaged with R&R Partners in 2009 on the Springs Preserve's marketing and outreach initiative, performance figures are up and the partnership has been a successful one. Mr. Entsminger also stated that in addition to the Springs Preserve, this agreement will cover the District's infrastructure outreach and education, which is critical with the recently approved 10-year Capital Improvement Plan.

FINAL ACTION: A motion was made by Director Brager to approve staff's recommendation. The motion was approved.

9. **Authorize the write-off both customer and miscellaneous accounts receivable in an amount not to exceed \$1,000,655.**

Director Weekly asked if any liens are placed on property owners' residences with the remaining accounts receivables going to a collection agency. Mr. Entsminger stated that the District has an active lien process.

FINAL ACTION: A motion was made by Vice President Sisolak to approve staff's recommendation. The motion was approved.

#### **COMMENTS BY THE GENERAL PUBLIC**

There were no speakers.

#### **Adjournment**

There being no further business to come before the board, the meeting adjourned at 9:24 a.m.

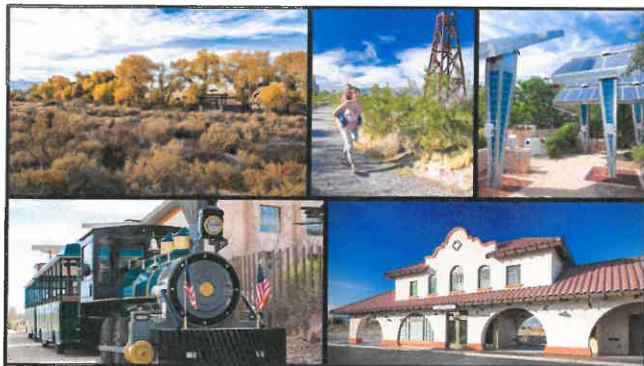
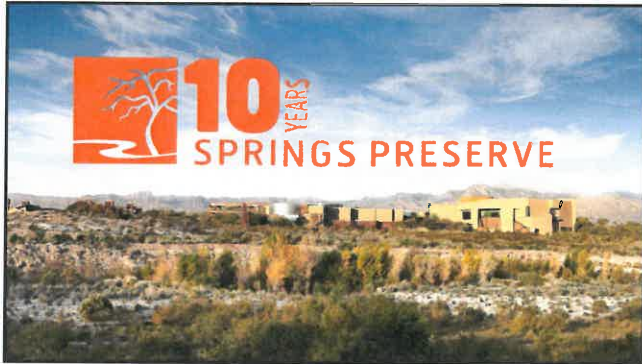
APPROVED:

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Mary Beth Scow, President

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John J. Entsminger, General Manager



#### 10-YEAR HIGHLIGHTS

  
**244,000**  
Students have  
attended field trips

  
**40%**  
Increase in  
membership revenue

  
**77%**  
Increase in special  
event attendance

  
**32%**  
Increase in  
attendance

**FISCAL YEAR 2016-17 HIGHLIGHTS**

(YTD compared to previous fiscal year):

- 11 percent increase in total revenue
- 6 percent increase in General Admission revenue
- 30 percent increase in meetings and private events revenue
- 19 percent increase in retail sales
- 14 increase in special event revenue
- 9 percent increase in Butterfly Habitat revenue
- 22 percent increase in train revenue

**ACCOLADES**

- LVRJ – Best Nature Park 2016
- Nevada Magazine – Best Place to Take Kids 2009-2016
- City of Las Vegas – Historic Preservation Award
- BOMA 2015 Earth Award
- Groundwater Foundation Green Site 2014
- LVRJ – Best Place to Take Visitors 2013
- North American Plant Collections Consortium Accredited Collection
- Horticulture Magazine 2012 Garden of Excellence
- Nickelodeon Parents Pick Award 2009
- U.S. Green Building Council LEED Certified
- American Institute of Architects – Nevada – Outstanding Achievement
- Southwest Contractors 2007 Best Public Project

**10** YEARS  
SPRINGS PRESERVE



**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 5, 2017

<b>Subject:</b> Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> David L. Johnson, Deputy General Manager, Engineering/Operations	
<b>Recommendations:</b> That the Board of Directors approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities at the Cimarron Pedestrian Bridge at Summerlin Parkway Project.	

**Fiscal Impact:**

None by approval of the above recommendation.


**Background:**

The City of Las Vegas (City) has submitted plans to the District for the installation of one 3/4-inch irrigation service with one 1-inch reduced pressure principle assembly at the project known as Cimarron Pedestrian Bridge at Summerlin Parkway, Project #125044 (Project). This Project is located on Cimarron Road at Summerlin Parkway, with the irrigation service being installed in the public right-of-way on the west side of Cimarron Road, north of Westcliff Drive, as generally shown on Attachment A.

If approved, the attached Interlocal Agreement No. 116229 provides the terms and conditions for the installation of the water facilities at the City's sole expense. During construction, the City will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will be assigned to the District.

This agreement is being entered into pursuant to NRS 277.180 and Sections 1(5) and 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:

  
\_\_\_\_\_  
John J. Entsminger, General Manager  
JJE:DLJ:GPK:DJM:dmr  
Attachments

AGENDA  
ITEM #

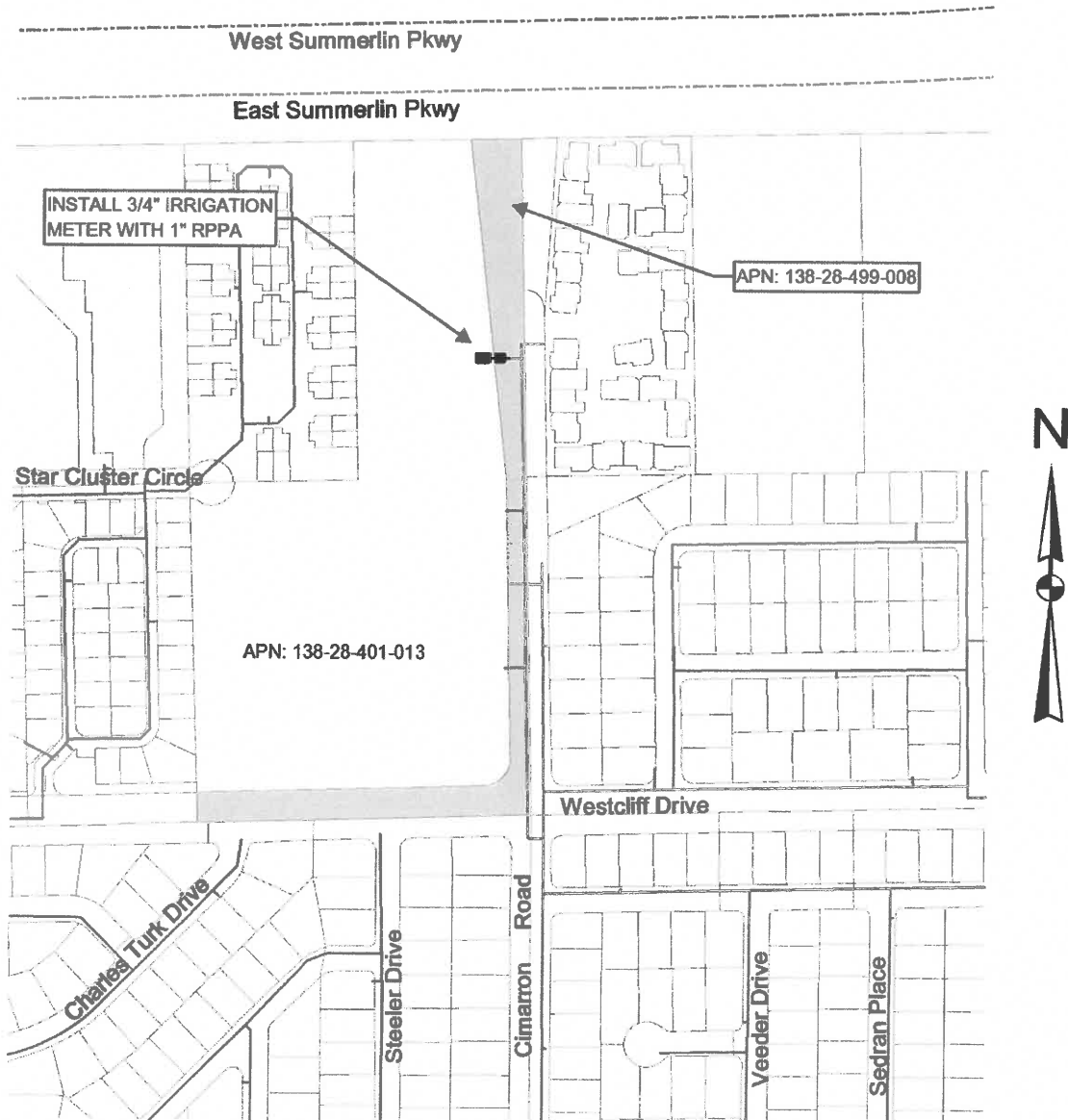
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**BOARD OF DIRECTORS**

**AGENDA ITEM**

July 5, 2017

**CLV CIMARRON PEDESTRIAN  
BRIDGE AT SUMMERLIN PKWY  
PROJECT # 125044**





**INTERLOCAL AGREEMENT FOR  
CITY OF LAS VEGAS  
CIMARRON PEDESTRIAN BRIDGE AT SUMMERLIN PARKWAY**

THIS AGREEMENT made and entered into 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 political subdivision 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 is engaged in the construction of a pedestrian bridge over Summerlin Parkway at Cimarron Road, and is desirous of receiving potable water from the DISTRICT for an irrigation service in the public right-of-way on Cimarron Road, north of Westcliff Drive, further referenced as Clark County Assessor's Parcel Number 139-28-499-008, and has made application for water service to said project; and

WHEREAS, the CITY is engaged in the construction of a pedestrian bridge and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

**ARTICLE I**

**CITY AGREES:**

- A. This Agreement provides a water commitment on a conditional basis only for an irrigation service in the public right-of-way on Cimarron Road, north of Westcliff Drive, further referenced as Clark County Assessor Parcel Number 138-28-499-008. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. In the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. The CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At CITY'S sole cost and expense, the CITY shall furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

**CIMARRON PEDESTRIAN BRIDGE AT SUMMERLIN PARKWAY**  
Grading Plan

- F. Said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. Said WATER FACILITIES shall be constructed in the location shown, in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. All work shall be subject to inspection and approval by an authorized representative of the DISTRICT; and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. The CITY shall comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, the CITY shall perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, the CITY shall disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. Connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. The WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. The CITY shall furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. Upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. Installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. All water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. The CITY shall require its contractor to protect all existing WATER FACILITIES during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.
- U. All of the WATER FACILITIES installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT'S system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

## ARTICLE II

### DISTRICT AGREES:

- A. Upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, the DISTRICT shall supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. Construction water may be provided to the CITY at the CITY'S sole cost through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. If required as a condition of the DISTRICT'S Service Rules, the DISTRICT shall refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

### ARTICLE III

#### IT IS MUTUALLY AGREED:

- A. The parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the WATER FACILITIES and development identified herein are completed as specified.
- B. The WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- C. In the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. This Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
  - a. Construction of the WATER FACILITIES covered by the plan or plans identified in Article I, paragraph E of this Agreement is not commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
  - b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. If this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. Noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. 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 on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the parties to create any right in or benefit to parties other than the DISTRICT and the CITY. This Agreement does not create any third party beneficiary rights or causes of action.

- I. This Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. 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.
- K. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. Each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each Party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT

\_\_\_\_\_  
Carolyn G. Goodman, Mayor

\_\_\_\_\_  
Mary Beth Scow, President  
Board of Directors

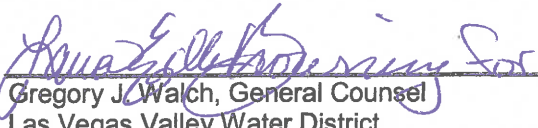
ATTEST:

\_\_\_\_\_  
LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

  
\_\_\_\_\_  
Gregory J. Walch, General Counsel  
Las Vegas Valley Water District

**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 5, 2017

<b>Subject:</b> Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> David L. Johnson, Deputy General Manager, Engineering/Operations	
<b>Recommendations:</b> That the Board of Directors approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities at the Wigwam Torrey Pines Park Project.	

**Fiscal Impact:**

None by approval of the above recommendation.

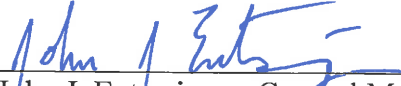
**Background:**

Clark County (County) has submitted plans to the District for the installation of four 2-inch domestic meters with four 2-inch reduced pressure principle assemblies and one 8-inch reduced pressure detector assembly at the project known as Wigwam Torrey Pines Park, Project #125501 (Project). This Project is located on the southeast corner of Wigwam Avenue and Crystal Basin Street, as generally shown on Attachment A.

If approved, the attached Agreement No. 116346 provides the terms and conditions for the installation of the water facilities at the County's sole expense. During construction, the County will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will be assigned to the District.

This agreement is being entered into pursuant to NRS 277.180 and Sections 1(5) and 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:DLJ:GPK:DJM:dmr  
Attachments

AGENDA  
ITEM #

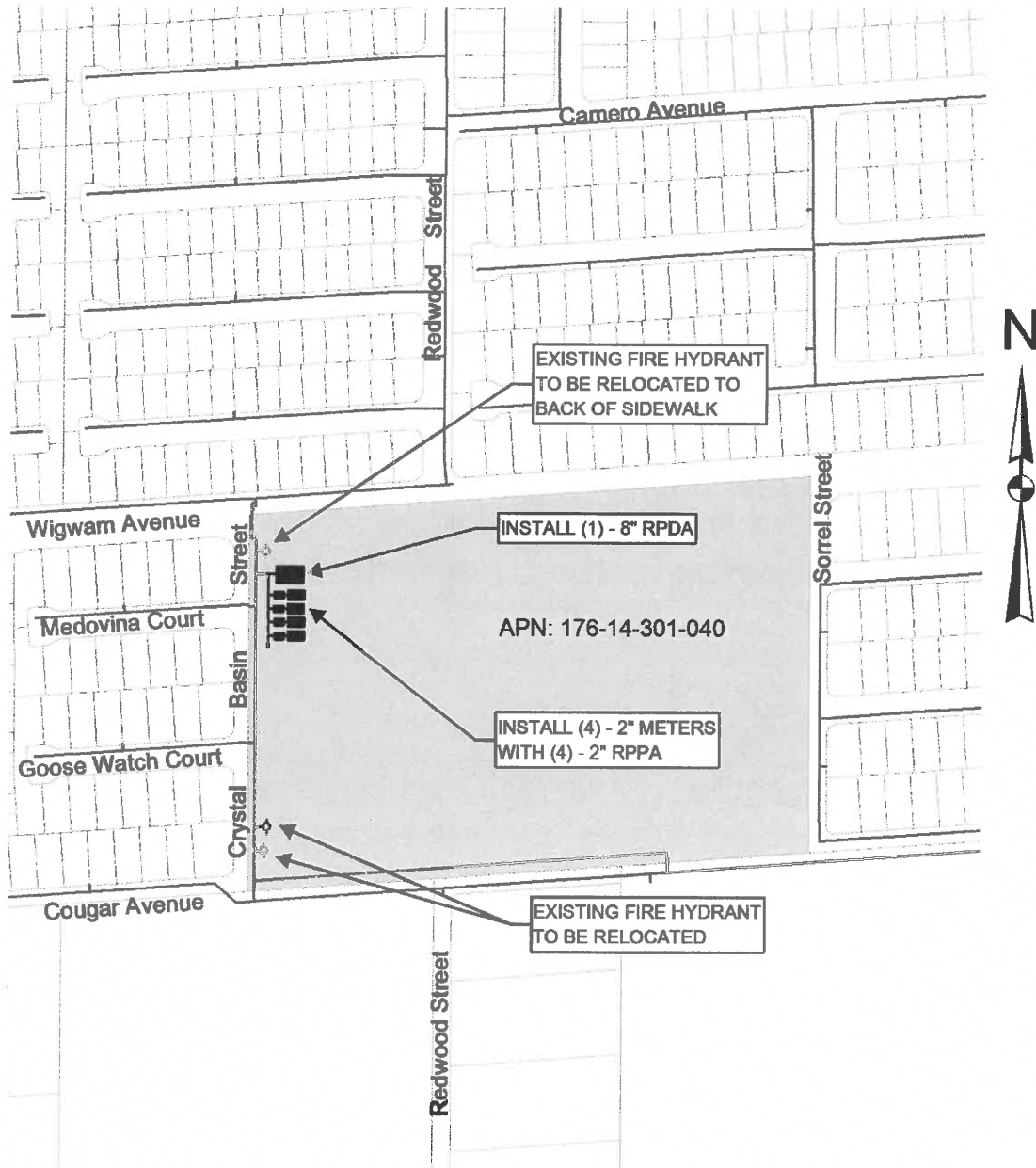
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# BOARD OF DIRECTORS

## AGENDA ITEM

July 5, 2017

### WIGWAM TORREY PINES PARK PROJECT # 125501



**INTERLOCAL AGREEMENT FOR  
CLARK COUNTY  
WIGWAM TORREY PINES PARK**

THIS AGREEMENT, made and entered into by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter called "COUNTY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT", WITNESSETH:

**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 COUNTY is engaged in the development of real property generally located on the southeast corner of Wigwam Avenue and Crystal Basin Street, further referenced as Clark County Assessor's Parcel Number 176-14-301-040, is desirous of receiving a commitment for potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the COUNTY has approved the development of the real property as a park and has authorized a distribution of water to the property for this development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the COUNTY performing all of the terms, conditions and provisions hereinafter set forth and required of the COUNTY; and

WHEREAS, the COUNTY is willing to construct at its sole cost and expense the required water service connection and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the COUNTY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

**ARTICLE I**

**COUNTY AGREES:**

- A. This Agreement provides a water commitment on a conditional basis only for a park generally located on the southeast corner of Wigwam Avenue and Crystal Basin Street, on Clark County Assessor's Parcel Number 176-14-301-040. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph D of this Article I are constructed by the COUNTY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. In the event the use of the property changes and modifications to the water facilities are required, the COUNTY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.



- D. At COUNTY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the DISTRICT, hereinafter called "WATER FACILITIES", shown on that certain plan or plans entitled:

**WIGWAM TORREY PINES PARK**  
Utility Plan 1 & 2

- E. Said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- F. Said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan or plans, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- G. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph D above.
- H. All work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. At COUNTY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- J. At COUNTY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- K. Connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- L. The WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the COUNTY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the COUNTY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

- M. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plan or plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations. If access to a DISTRICT easement is obstructed, absent an emergency situation, the COUNTY will be notified and given an opportunity to remove the obstruction before the DISTRICT incurs cost to remove the obstruction.
- N. Should any defective material or workmanship affecting the WATER FACILITIES installed by the COUNTY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the COUNTY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- O. Upon completion of construction of the work and acceptance of the work by the DISTRICT, the COUNTY will provide the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The COUNTY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- P. All water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The COUNTY will require its contractor to install the meters in a timely manner.
- Q. All water delivered through service connections will be metered and the COUNTY is responsible for all monthly bills for such water calculated at the current rate for metered construction water until such time as the first occupant activates the water service account with the DISTRICT'S Customer Service Division.
- R. To require its contractor to protect all existing WATER FACILITIES during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- S. Any of the WATER FACILITIES installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT'S system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the COUNTY.

## ARTICLE II

### DISTRICT AGREES:

- A. Upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the COUNTY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. Construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. The parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the COUNTY is not deemed a DISTRICT water customer until the WATER FACILITIES and development identified herein are completed as specified.
- B. The WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- C. In the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. This Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
  - a. Construction of the WATER FACILITIES covered by the plan or plans identified in Article I, paragraph D of this Agreement is not commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
  - b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. If this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. Noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the COUNTY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to COUNTY'S project without liability for any damages caused by said discontinuation.
- G. The COUNTY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its officers or employees; the COUNTY does not waive the conditions and 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 officers and employees; the DISTRICT does not waive the conditions and limitations of NRS Chapter 41.
- H. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. This Agreement represents the entire understanding of the COUNTY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the COUNTY'S project.
- J. 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.

- K. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. Each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY OF CLARK

LAS VEGAS VALLEY WATER DISTRICT

\_\_\_\_\_  
Steve Sisolak, Chair  
Board of County Commissioners

\_\_\_\_\_  
Mary Beth Scow, President  
Board of Directors

ATTEST:

\_\_\_\_\_  
Lynn Goya, Clark County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy District Attorney

  
\_\_\_\_\_  
Gregory J. Walch, General Counsel

**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 5, 2017

<b>Subject:</b> Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> David L. Johnson, Deputy General Manager, Engineering/Operations	
<b>Recommendations:</b> That the Board of Directors approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for design and construction of the 3435 Zone North Pipeline Phase III for an amount not to exceed \$119,000.	

**Fiscal Impact:**

The requested \$119,000 is available in the District's Capital Budget.


**Background:**

The Howard Hughes Company, LLC (Hughes), is proposing to develop property within the District's 3435 Pressure Zone. Hughes requires approximately 2,900 linear feet of 30-inch diameter pipeline to meet water demands within this pressure zone, which is entirely within Hughes' Summerlin development.

If approved, the attached Design and Construction Agreement No. 115882 (Agreement) provides the terms and conditions for design and construction of the 3435 Zone North Pipeline Phase III (Pipeline), as generally shown on Exhibit I of the Agreement, which will initially be at Hughes' sole cost and expense. Upon completion of the Pipeline and acceptance by the District, the cost of fiber optic conduit installation, which provides necessary infrastructure for transmitting water and security data, will be refunded to Hughes by the District. Also upon completion, Hughes will assign unencumbered title of the Pipeline to the District.

This agreement is being entered into pursuant to Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:DLJ:GPK:LBJ:MF:CRP:kap  
Attachments

AGENDA ITEM #
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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group</b>							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
<b>Corporate/Business Entity Name:</b>		The Howard Hughes Company, LLC					
<b>(Include d.b.a., if applicable)</b>							
<b>Street Address:</b>		10801 W. CHARLESTON BLVD, 3 <sup>RD</sup> FLR			<b>Website:</b> WWW.HOWARDHUGHES.COM		
<b>City, State and Zip Code:</b>		LAS VEGAS, NV 89135			<b>POC Name and Email:</b> CHRIS.ANDERSON@HOWARDHUGHES.COM		
<b>Telephone No:</b>		(702) 791-4000			<b>Fax No:</b> (702) 791-4660		
<b>Local Street Address:</b>		10801 W. CHARLESTON BLVD, 3 <sup>RD</sup> FLR			<b>Website:</b> WWW.HOWARDHUGHES.COM		
<b>City, State and Zip Code:</b>		LAS VEGAS, NV 89135			<b>Local Fax No:</b> (702) 791-4660		
<b>Local Telephone No:</b>		(702) 791-4000			<b>Local POC Name Email:</b> CHRIS.ANDERSON@HOWARDHUGHES.COM		
<b>Number of Clark County, Nevada Residents Employed:</b> 100							

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

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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
THE HUGHES CORPORATION OWNS 100% OF THE MEMBERSHIP INTERESTS IN THE HOWARD HUGHES COMPANY, LLC. THE HOWARD HUGHES COMPANY, LLC AND THE HUGHES CORPORATION ARE SUBSIDIARIES OF THE HOWARD HUGHES CORPORATION WHICH IS A PUBLICLY TRADED CORPORATION.		


*This section is not required for publicly-traded corporations.*

- Are any individual members, partners, owners or principals, involved in the business entity, an LVVWD full-time employee(s), or appointed/elected official(s)?
 

☐ Yes    ☐ No    (If yes, please note that LVVWD 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 an LVVWD 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the LVVWD will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

  
 Signature \_\_\_\_\_  
 Title **VICE PRESIDENT**

**KEVIN T. ORROCK**  
 Print Name \_\_\_\_\_  
 Date **6/7/17**

## DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF LVVWD EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO LVVWD EMPLOYEE OR OFFICIAL	LVVWD EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

"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)

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**For LVVWD Use Only:**

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

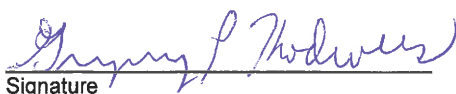
☒ No Disclosure

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

☐ Yes ☐ No Is the LVVWD employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the LVVWD employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

  
Signature

Greg Kodwicz  
Print Name  
Authorized Department Representative

**3435 ZONE NORTH PIPELINE PHASE III  
DESIGN AND CONSTRUCTION AGREEMENT**

THIS AGREEMENT is entered, by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "District," and THE HOWARD HUGHES COMPANY, LLC, a Delaware Limited Liability Company, hereinafter called "Developer". District and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**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, State of Nevada; and

WHEREAS, the Developer is desirous of receiving potable water from the District to serve real property located in the District's 3435 Pressure Zone as depicted on Exhibit I attached hereto; and

WHEREAS, the District is desirous of having fiber optic conduit constructed to provide for the orderly development of the District's distribution system; and

WHEREAS, the Developer is desirous of constructing at its sole cost and expense the water pipeline and appurtenances named 3435 Zone North Pipeline Phase III and hereinafter called the "Project" for the purpose of providing water service of adequate pressure and quantity to said real property, should the property receive a water commitment from the District; and

WHEREAS, the District is willing to accept the title to and the maintenance and operation of the Project pursuant to its Service Rules, as adopted by its Board of Directors, that are in force and effect on the effective date of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

**ARTICLE I**

**DEVELOPER AGREES:**

1. In order to provide water service of adequate pressure and quantity to said real property depicted on Exhibit I, the installation of water pipelines is required.
2. No real property shall receive a water commitment from the District by virtue of the design



and construction of the Project. Nothing in this Agreement or any actions taken pursuant to this Agreement shall commit water service to any property. Further, nothing in this Agreement commits or reserves water capacity in the pipeline being constructed or in the District's water system. This Agreement does not grant the Developer any property right in a water service to any of the Developer's property. Water service and water connections are governed by the District Service Rules in effect at the time the application is made for water service or a water connection, and can only be granted if the application conforms to the then existing District Service Rules and if the District has capacity in the Project, and in its water system such that water service or a water connection will not damage or reduce service to other customers of the District.

3. To meet with the District within ten (10) working days of the effective date of this Agreement to establish a mutually acceptable project schedule.

4. To have prepared at its sole cost and expense, and not reimbursable by the District, the design, including all addenda, subject to the acceptance by the District, for the construction of the Project. Said design shall comply with District standards, requirements, and format as set forth in Exhibit II attached hereto.

5. Throughout the design and construction of the Project, the Developer's engineer shall carry general liability insurance with limits of no less than \$2,000,000 per occurrence, and a \$3,000,000 aggregate covering bodily injury and property damage claims naming the District and the Developer as an additional insured, and waive its right of subrogation against the District and the Developer. In addition, the Developer's engineer will carry Professional Liability Insurance with limits of no less than \$1,000,000 per claim. Developer's engineer shall provide evidence of Worker's Compensation coverage as required by Nevada Statute with Employer's Liability limits of no less than \$500,000 and a Waiver of Subrogation against the District and the Developer. The Developer's engineer will furnish the District and the Developer with a Certificate of Insurance evidencing such insurance within fifteen (15) days after execution of this Agreement.

6. To provide to the District, at no cost to the District, a permanent easement 50 feet in width or a width approved by the District for the Project in a form as approved by the District. Said easement shall be in an alignment which is mutually acceptable to the Developer and the District and shall extend a minimum of 15 feet on each side of the centerline of the alignment of the Project. Further, to provide for construction purposes at the Developer's sole cost, a temporary easement of sufficient width to ensure that the combined width of the permanent and temporary easements is a minimum of 100 feet, or a width approved by the District. Said easements shall be shown on the construction drawings and provided to the District prior to the approval of the drawings by the District.

If a right-of-way grant must be acquired from the U. S. Bureau of Land Management (BLM), the Developer will prepare all necessary documents showing the District as the applicant, and will pay all application and tortoise mitigation fees; the District will submit the documents to the BLM, and pay any required rental fees. Temporary easements shall be acquired at the Developer's sole cost and expense from any party whomsoever, including the BLM. All easement submittals shall be subject to the following requirements:

There are two (2) types of permanent easement forms: 1) a "Non-Exclusive Easement" used specifically for single-family residences and pipelines; and 2) an "Exclusive Easement" used for multi-family residences, apartments, condos, and commercial properties for appurtenances (i.e., meters, backflows, AV/AR's, etc.). The easement documents can be located at [lvvwd.com](http://lvvwd.com) under the Engineering & Construction section. All easements must be submitted to the Districts Land Acquisition and Property Management Division for review and subsequent recording with the Clark County Recorder's Office.

- a) Each easement shall consist of only one legal description.
- b) The easement is on a District form with all attachments on 8.5-inch x 11-inch paper. All attachments shall be on an 8.5-inch x 11-inch paper.
- c) All font size is to be a minimum point 10.
- d) Clark County Assessor Parcel Number (APN) appears in the upper left corner of each page including the exhibits.
- e) NOTHING is located in the 3-inch x 3-inch area of the upper right corner of the first page. This is for the Recorder's use only.
- f) A 1-inch margin is required around all pages, with no writing, signatures, stamps, etc., within the 1-inch margin.
- g) Every portion of the easement document must be an original.
- h) No punch holes in document allowed. Stapling of document is acceptable.
- i) The Grantor is the current property owner. A copy of the most current vesting document should accompany the easement document.
- j) The Grantor's name on the first page and the signature on the last page must match, unless it is for a corporation, a LLC, or a partnership, etc. If signing for the Grantor, signatory authorization must be included.
- k) The name and title of the authorized officer signing the document must be typed or printed beneath the signature.
- l) Legal descriptions must be stamped and signed by a Professional Land Surveyor (PLS) and must contain his or her mailing address within the document. The date of the signature of the PLS must be prior to or the same date as the date of the signature of the Grantor.
- m) Legal description and exhibit shall be numbered consecutive. (Example: Page 1 of 2; Page 2 of 2)

- n) If easement legal description references a previously-recorded document as part of the easement description, all information to locate the referenced document (recording information) must be included as part of the easement legal description. A legible copy of the referenced document must be provided with the easement package.
- o) There is a notary seal on the original easement.
- p) The notary stamp is legible and not located over any words or lines.
- q) The date and name of individual signing the easement must be clearly printed or typed within the notary statement.
- r) All writing on document MUST be in BLACK INK ONLY (no color). The only exception is the signatures, Notary Public or PLS initials, and the notary block, which may be in blue ink.
- s) If all of the above conditions are not met, the easement may be rejected and/or the Grantor is subject to a \$25 non-compliance fee. This fee is a non-refundable fee charged to the District by the Recorder's office for non-compliant documents.

7. To provide to the District, thirty days prior to the start of construction, the name, title, address, telephone number and fax number of a designated local Project Administrator, who shall have responsible charge of the contract administration for construction of the Project. The District will address all correspondence regarding the Project to the Project Administrator, at the designated address or fax number. The mailing or fax transmittal to the Project Administrator of any notice, letter, or other communication shall be deemed sufficient service thereof. The date of said service shall be the date of such mailing or fax transmittal. The Project Administrator, or any of the related information, may be changed at any time by providing written notification to the District's Construction Division.

8. Construction, including shop drawing submittals and reviews, of the Project shall not commence prior to approval, by the District, of the design drawings for the Project.

9. The Developer shall be responsible for maintaining the quality of the water within the Project infrastructure and provided to the subject real property to the District's satisfaction.

10. The Developer shall be responsible for all damage or injury that may be caused on any property by trespass of the Developer's officers, employees, agents, contractors, licensees, or invitees whether the said trespass was committed with or without the consent or knowledge of the Developer. The Developer shall provide the District with written permission of the owner of record of any and all public or private property upon which he stockpiles or stores materials and/or equipment. Material and equipment stored without said permission shall be immediately removed by the Developer at the Developer's sole expense. Said permission shall be furnished to the District prior to any use of public or private property. Upon completion of work on such properties, the Developer shall provide to the District a letter from the owner of each property stating that the property has been left in a condition

acceptable to the owner. Acceptance by all property owners is a condition of acceptance of the Project by the District.

11. To cause a pre-construction conference to be conducted at a location, at an hour and on a day mutually acceptable to the Developer and the District.

12. To cause to be constructed, during working hours and days normal for the District, at the Developer's sole cost and expense, the Project designed in accordance with the provisions of this Agreement, by furnishing all necessary materials, labor, equipment, and services therefor.

13. To cause all work required to construct the Project to be subject to observation by an authorized representative of the District the sole cost and expense of the District, except as agreed in accordance with the provisions of this Agreement.

14. To cause the District to be reimbursed all direct and indirect costs incurred in the inspection of the construction of the Project when construction work is performed outside the normal working hours and days for the District. Normal working hours for inspection of construction are 6:00 a.m. to 4:00 p.m., Monday through Thursday, excluding national and state holidays.

15. The Developer and its officers, employees, agents, contractors, licensees or invitees, at the Developer's sole cost and expense, shall at all times comply with all applicable laws, ordinances, statutes, rules, acts or regulations in effect, or that become in effect during the time work is performed under this Agreement, including but not limited to those laws outlined by the Endangered Species Act of 1973, and the Clark County Desert Conservation Plan, August 1, 1995.

16. The Developer is fully responsible for ensuring no harm comes to any tortoises found on the work site, unless it is unavoidable. Tortoises will not be intentionally killed, harmed, or taken for private use. In the event that a desert tortoise is encountered on the work site, the Southern Nevada Water Authority Resources Department biologist shall be notified.

17. To indemnify, defend and hold the District harmless from any and all claims, demands, liens, actions, damages, costs, expenses and attorneys' fees based upon or arising out of alleged acts or omissions of the Developer or its officers, employees, agents, contractors, licensees or invitees during the design, construction and installation of the Project. As a material part of the consideration for this Agreement, the Developer hereby assumes all risk of injury to persons and damage to property resulting from the construction of the Project from any source and to whomever belonging, except to the extent caused by willful or negligent acts of the District or its agents, and hereby waives all claims in respect thereof against the District, and agrees to defend and hold the District harmless from and against any such claims by others. The District shall not be liable or responsible for the loss of or damage to any of

the Developer's property, or that of its employees, customers or invitees, resulting from burglary, theft or vandalism; nor shall the District be liable for loss of or injury or damage to persons or property occurring during the construction of the Project for any cause, or under any circumstances, except to the extent caused by or resulting from the willful or negligent acts of the District or its agents.

18. To cause the District, its officers and employees to be immune for any breach of this Agreement caused by an incorrect date being produced, calculated, or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error.

19. To cause all provisions of the District's Service Rules that are in force and effect on the effective day of this Agreement to be complied with as they may pertain to the construction of the Project.

20. The Developer shall effect the installation of fiber optic conduit. Said fiber optic conduit shall be considered a part of the Project. The Developer's engineer shall design said fiber optic conduit and include it in the drawings and specifications for the construction of the Project. The Developer shall pay all costs relative to the design and construction of the fiber optic conduit until such time as it, along with the remainder of the Project, is accepted by the District. Reimbursement to the Developer for the construction thereof shall be as set forth in Article II of this Agreement.

21. To prepare and execute any necessary change orders to the contract. The Developer agrees to pay the full cost of each change order necessary for the proper installation of the pipeline, except that the District will pay the full cost of each change order initiated by the District for the District's sole benefit.

22. To provide engineering services to review and process shop drawings, substitute material requests and cut sheets, and to provide to the District one (1) complete set of final approved shop drawings for all appropriate items incorporated into the work in pdf format within seven (7) calendar days of receipt from the contractor. The Developer's engineer shall provide a shop drawing stamp on each sheet of every submittal showing technical criteria pertaining to each product. The shop drawing stamp shall be as approved by the District and shall include at a minimum, the contract number reference, the review action taken, the date of the shop drawing review action, and the initials of an engineer within the responsively assigned engineering discipline. The Developer's engineer shall provide the District with a twenty-one (21) calendar day review period, prior to the shop drawings being returned to the contractor. The District reserves the right to take exception to the engineer's shop drawing stamp action. If no response is given to the Developer's engineer by the District within twenty-

one (21) calendar days, the District is deemed to have taken no exceptions to the engineer's shop drawing actions. No shop drawings shall be accepted for review prior to the District's approval of the plans and specifications.

23. To provide a fabrication and delivery schedule to the District for mortar lined and coated (MLCP) steel pipe to be installed as part of the project. Further, to notify the District at least five weeks prior to the start of pipe fabrication to allow the District, or its designated representative(s), to inspect the pipe fabrication, testing, storage, handling and delivery processes.

24. To provide, at the Developer's sole cost, third party inspection to ensure pipe is fabricated and handled in accordance with AWWA C200, C205 and District requirements. Further, to provide written report of said inspection prior to installation of pipe, certified by a professional engineer registered in the State of Nevada.

25. To furnish to the District all full-size, sealed, reproducible original design drawings and "Record" drawings and specifications for the Project and all proprietary rights thereto. These deliverables shall include CAD disks prepared using AutoCAD (version in accordance with the District's CAD standards) utilizing the District's insertion blocks and layering standards, one (1) copy of the specifications in Word 2010 or current edition format and one (1) set of full size drawings plotted on paper medium. The submittal of the "Record" drawings and specifications shall be made within sixty (60) days of delivery by the District of the "as-built" information, in accordance with the provisions of this Agreement. Revisions and resubmittals, if required after District review, shall be made within thirty (30) days of return of the reviewed submittal by the District. "Record" drawing submittals must be accepted by the District prior to acceptance of the Project by the District.

26. To pay all necessary design and construction costs for dust mitigation measures as required by Clark County along the pipeline alignment in accordance with Clark County Code Title 30, Chapter 30.32, Section 30.32.070. Said dust mitigation measures shall be acceptable to both the District and Clark County.

27. To convey all rights, title and interest in the Project to the District by furnishing a Bill of Sale to the District on a form provided by the District after completion of the construction of the work and the acceptance of the work by the District, and to certify that the Project will be free of liens and other encumbrances, within thirty (30) days of receipt of the unexecuted Bill of Sale from the District.

28. Should any defective material or workmanship affecting the Project be disclosed by whomsoever within one (1) year of the date of completion and acceptance of the Project by the District, the Developer shall immediately cause the defect to be corrected, or shall reimburse the District for its

cost to correct said defect. For the purpose of this Agreement, any leak or break in a pipeline or valve, or any pavement settlement or failure, shall be considered conclusive evidence of defective materials and/or workmanship. Any corrective actions shall themselves be warranted for a one (1) year period from the date of completion and acceptance of the corrective action by the District. A one year maintenance bond for ten percent (10%) of the construction cost of the Project shall be provided in accordance with District requirements. The effective date of the bond shall be the data of acceptance of the Project by the District.

29. In connection with the subject matter of this Agreement, the Developer agrees not to discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age or national origin. The Developer shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions.

30. In connection with the subject matter of this Agreement, the Developer agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein.

31. In connection with the subject matter of this Agreement, the Developer agrees to comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

## ARTICLE II

### DISTRICT AGREES:

1. To make available, at its sole cost and expense, appropriate employees of the District at reasonable times for consultation regarding design criteria, review and approval of the preliminary engineering design report, delivery of District record data pertinent to the design, periodic review of the design, and final review and acceptance of the Project design prepared by the Developer's engineer, all in accordance with the project schedule as established jointly by the District and the Developer.

2. To provide "as-built" information to the Developer within seven (7) calendar days of the final walk-through by the District.

3. To reimburse the Developer, within 45 calendar days of receipt of the Bill of Sale from the Developer in accordance with Article I of this Agreement, the construction cost of installing fiber optic conduit as part of the Project. For reimbursement purposes, total reimbursement to the Developer

shall be the sum of the products of the actual linear feet of fiber optic conduit constructed multiplied by \$37 per linear foot.

4. To review the "Record" drawings and specifications submitted by the Developer's Engineer, and return either the District's review comments or a letter accepting the "Record" drawings and specifications within fourteen (14) days of receipt by the District.

5. To deliver to the Developer for execution a Bill of Sale for the project, within seven (7) days of the acceptance of the "Record" drawings and specifications by the District.

6. To maintain and operate the Project after receipt of the Bill of Sale as required by the provisions of this Agreement, in accordance with the District's Service Rules in effect on the date of this Agreement, or as they may be amended from time to time.

### ARTICLE III

#### IT IS MUTUALLY AGREED:

1. The Project shall be and shall remain the exclusive property of the District, after receipt of the Bill of Sale as required by the provisions of this Agreement.

2. The property depicted on Exhibit I shall have no water commitment by virtue of the construction of the Project. Requests for future use of said facilities to deliver water to the property depicted on Exhibit I shall require that a water commitment be obtained before the facilities can be utilized.

3. The Project may be utilized to deliver water to real property other than that of the Developer.

4. This Agreement shall inure to the benefit of, and be binding upon, the District and the Developer and their successors and assigns; provided however that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. 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.

5. The effective date of this Agreement is the date that the Agreement is formally executed by the District.

6. Each party hereto warrants to the other that it, and its signatory hereunder, is duly authorized and empowered to execute this Agreement and to bind said party to the terms of this Agreement.



7. The construction, validity and effect of this Agreement shall be governed by the laws of the State of Nevada.

8. Should any covenant, condition, term or provision of this Agreement be deemed by a court of competent jurisdiction to be invalid or unenforceable, all of the remaining covenants, conditions, terms and provisions herein shall remain in full force and effect.

9. That this Agreement and attached Exhibits I and II contain the entire agreement between the parties and can be modified, supplemented or amended only in writing, duly executed by both the Developer and the District or its designees.

10. This Agreement shall automatically terminate if the design drawings for the Project have not been approved for construction by the District within eighteen (18) months following the date of execution of this Agreement, or if the construction of the Project is not commenced within one (1) year following the date of District approval of the construction drawings, or if active construction work is discontinued for a period of one (1) year. The District may terminate the Agreement, at its sole option, if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the District. Termination for failure to diligently prosecute shall occur upon the District's written notice that the Developer has not followed the conditions of this Agreement.

11. If this Agreement terminates in accordance with the provisions of this Agreement, and the Project is providing water service to any District customers, then right, title and interest of all or any portion of the Project, as determined solely and exclusively by the District, shall become the exclusive property of the District for the District to use, modify, or to dispose of as the District deems appropriate.

12. It is understood and agreed that the District's financial participation in the cost of the Project shall be limited to an amount not to exceed \$119,000. In the event that the District initiates a change order for the District's sole benefit in accordance with Article I of this Agreement, and that change order increases the District's total financial participation, the change order will be taken to the District's Board of Directors for approval; and, the District's financial participation will be increased in the amount of the Board-approved change order.

13. Failure of the District to enforce any provisions of this Agreement shall not constitute a waiver by the District, and the District may choose to enforce any breach of this Agreement at any time.

IN WITNESS WHEREOF, the Developer has executed this Agreement on the 7<sup>th</sup> day of June, 2017.

THE HOWARD HUGHES COMPANY, LLC  
a Delaware Limited Liability Company

  
Kevin T. Orrock, Vice President

THIS AGREEMENT shall be in full force and effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
when it was duly signed by the proper officer of the Las Vegas Valley Water District.

APPROVED AS TO FORM:

LAS VEGAS VALLEY WATER DISTRICT

  
Gregory J. Walch, General Counsel

\_\_\_\_\_  
John J. Entsminger, General Manager

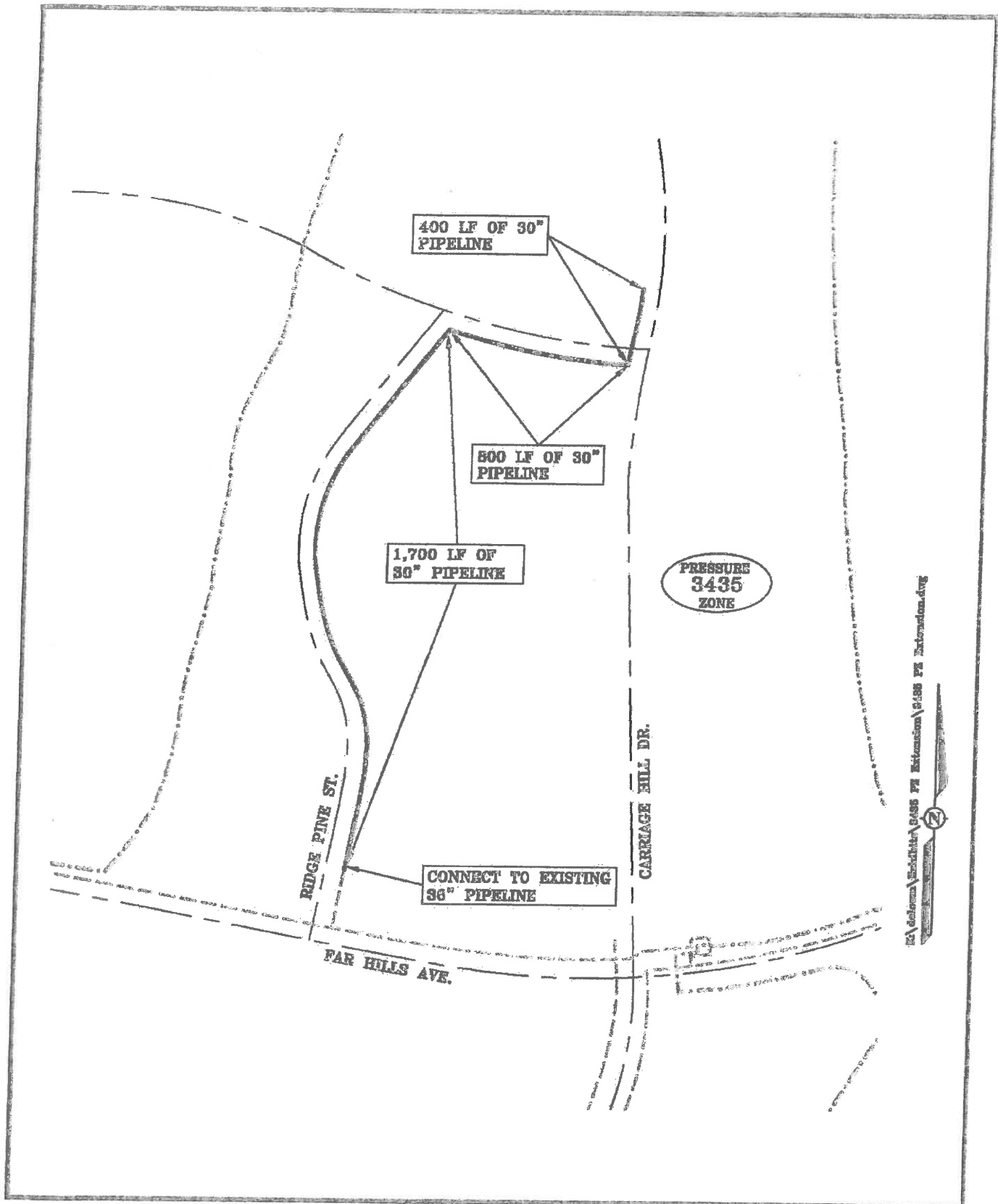


EXHIBIT I

**LAS VEGAS VALLEY WATER DISTRICT  
DESIGN REQUIREMENTS, STANDARDS AND FORMAT**

1. The design of the Project shall be performed by a qualified professional engineer properly licensed in the State of Nevada, in accordance with Nevada Revised Statutes Chapter 625, and shall include or be prepared in accordance with the following:
  - (a) Topographical, route, and geotechnical surveys including soils corrosiveness testing to determine the alignment and design criteria of the subject pipeline as deemed necessary by the Developer's engineer, subject to approval by the District.
  - (b) Construction cost estimates.
  - (c) Design and construction schedule. Submittal of the design and construction schedule is required within fourteen (14) calendar days of the date of the Agreement. The schedule shall indicate the intended start and finish dates of the critical activities as defined in the District's ESPM schedule templates.
  - (d) The use of State Plane Coordinates NAD 83 for horizontal control, and NAVD 88 for vertical control, unless otherwise approved in writing by the governing Agency Surveyor. The survey shall be performed in accordance with the District's Design Guidance Document No. 16, Survey and Right of Way, current edition, with the following additions:
    - (1) Right-of-Way
      - a) The Right-of-Way requirements for District facilities are as follows:
        - 1) Pipelines shall have a perpetual easement 50 feet in width or a width approved by the District, which extends a minimum of 15 feet on each side of the pipe centerline. Also, for construction purposes a temporary easement of sufficient width to ensure that the combined width of the permanent and temporary easements is a minimum of 100 feet and which extends a minimum of 30 feet on each side of the pipe centerline.
        - 2) Reservoir sites shall include a five-acre temporary site if the permanent site is less than 10 acres.
2. The design of the pipeline shall be performed in accordance with the following criteria:
  - (a) Distribution sized pipe is standardized to include only the following nominal pipe inside diameters: 6-, 8-, 10-, 12-, 16-, 20-, and 24-inch diameters. Only occasionally is 24-inch diameter pipe used for distribution pipelines.
  - (b) Large diameter pipe is standardized to include the following pipe inside diameters: 24-, 30-, 36-, 42-, 48-, 54-, 60-, 66-, and 72-inch diameters. Larger sizes will be reviewed on a project-specific basis.
  - (c) The design pressure shall be a specific value for each pipeline and shall be equal to the sum of the maximum working pressure and the maximum surge pressure that the pipeline will experience. The design pressure value will be determined by the Engineer as a part of the design process and shall be rounded up to the nearest 25 psi (i.e., 100 psi, 125 psi, 150 psi, 175 psi, 200 psi, etc.).

- (d) The design flow velocity through the pipeline shall be between 4 and 10 feet per second with the preferred velocity being 5 feet per second. The maximum fire flow velocity shall be 20 feet per second, or the maximum recommended velocity for the pipe lining material, whichever is less.
- (e) Slopes shall be shown to four decimal places. The minimum slope shall be 0.0020 except through valve vault structures where pipe shall be level. The maximum slope shall be 0.4142 except where approved by the District.
- (f) For pipeline profiles, there shall be a minimum length of 200 feet of pipe between grade breaks except in extremely steep areas, where required to avoid underground obstructions, at valve structures, or other special situations as approved by the District.
- (g) For distribution pipelines, the minimum depth of cover shall be in accordance with the latest issue of the Uniform Design and Construction Standards. For large diameter pipelines, the minimum depth of cover over the top of the pipe shall be 5 feet in all areas except unimproved areas where the minimum depth of cover shall be 6 feet. Every effort shall be made to ascertain future street grades over pipeline. These depths of covers are based on future street grades at high points and existing ground at low points. The pipeline profile shall show both the existing grade and future final street grade over the centerline of the pipeline.
- (h) Elevations at the point of connections to existing pipelines are critical. Outside diameter and thickness of existing steel pipe cylinder and the invert elevation, with datum reference, must be verified prior to final design and shown on the drawings. All pipeline elevations on the drawings shall be specified as invert elevations.
- (i) Where possible, horizontal and vertical angle points shall be combined into one fitting or bend.
- (j) If change in parallel alignment is required, such as moving from one side of a street to the other, the change in alignment shall be made utilizing 22-1/2 degree bends wherever possible.
- (k) Design drawings and specifications shall be based on the following pipe material types:
  - a) Mortar Lined and Coated Steel Pipe (MLCP), 6 inches inside diameter and larger. MLCP shall be in accordance with AWWA C200 and AWWA C205 with various exceptions as noted within the District's Master Specifications. Rubber gaskets for the sealing of joints shall conform to AWWA C111.
  - b) Ductile Iron Pipe (DIP), 6 inches through 36 inches inside diameter, inclusive. DIP shall be in accordance with AWWA C151 with various exceptions as noted within the District's Master Specifications.
  - c) Polyvinyl Chloride Pipe (PVC), 4 inches through 12 inches in diameter, inclusive. PVC shall be in accordance with AWWA C900 or AWWA C909 and various exceptions as noted within the District's Master Specifications. Rubber rings (gaskets) shall conform to ASTM F477.
  - d) Polyvinyl Chloride Pipe (PVC), 16 inches through 48 inches in diameter, inclusive. PVC shall be in accordance with AWWA C905. Special approval for use of AWWA C905 pipe is required. All designs which specify the use of AWWA C905 pipe must be accompanied by detailed design calculations,

particularly as it relates to transient pressures (surge). Rubber rings (gaskets) shall conform to ASTM F477.

- e) High Density Polyethylene Pipe (HDPE), 6 inches inside diameter and larger. HDPE shall be in accordance with AWWA C906 with various exceptions as noted within the District's Master Specifications.
- (l) Valved outlets shall be provided for future connections where specified by the District using flanged outlets and flanged valves. The outlet pipe shall extend to curb return of intersection, or to within 2 feet of the right-of-way/easement line unless otherwise approved by the District.
- (m) The stamped calculations for the pipelines shall be submitted by the Engineer for review by the District and shall be performed in accordance with the following:

a) Internal Pressure Calculations

1) Mortar Lined and Coated Steel Pipe (MLCP)

The minimum thickness of the steel cylinder for internal pressure shall be designed in accordance with the following formula:

$$t = \frac{p \cdot d}{2 \cdot s / sf}$$

where

- t = wall thickness of steel cylinder, inches
- d = outside diameter of steel cylinder, inches
- p = design internal pressure = (p<sub>w</sub> + p<sub>s</sub>), psi
- p<sub>w</sub> = maximum working pressure (derived from hydraulic analysis), psi
- p<sub>s</sub> = surge pressure allowance (derived from surge analyses, or use 50 psi whichever is greater), psi
- s = minimum yield point of steel being used for steel cylinder as specified in the applicable ASTM specifications, psi (use s = 33,000 psi)
- sf = safety factor (use sf = 1.33 if a surge analysis was performed, otherwise use sf = 2.0). For steel specials, the safety factor is to be increased to a value of 2.0 and 3.0, respectively.

For calculated cylinder thicknesses greater than 0.1875 (3/16) inch, the steel cylinder thickness used shall be rounded to the next larger size, in 0.0625 (1/16) inch increments.

2) Ductile Iron Pipe (DIP)

The minimum net thickness of the ductile iron pipe for internal pressure shall be designed in accordance with the following formula:

$$t = \frac{p \cdot d}{2 \cdot s}$$

where

- t = wall thickness of ductile iron cylinder, inches  
d = outside diameter of pipe, inches  
p = design pressure, [sf · (pw + ps)], psi  
pw = maximum working pressure (derived from hydraulic analyses), psi  
ps = surge allowance (derived from surge analysis or use 100 psi if a surge analysis is not required), psi  
s = minimum yield point of ductile iron, psi (use s = 42,000 psi)  
sf = safety factor (use sf = 2.0)

3) Polyvinyl Chloride (PVC), 6-inch through 12-inch

The minimum wall thickness of the polyvinyl chloride pipe shall be designed in accordance with the following formulas:

$$\begin{aligned} s &= \frac{HDB}{sf} \\ sf \cdot (pc + ps) &= \frac{2t \cdot HDB}{d - t} \\ &= \frac{2 \cdot HDB}{DR - 1} \end{aligned}$$

where

- t = net thickness of pipe, inches  
d = outside diameter of pipe, inches  
HDB = hydrostatic design basis, psi (use HDB = 4,000 psi)  
pc = pressure class, psi  
ps = surge allowance (derived from surge analysis or use 35 psi for DR18 if surge analysis is not required, see AWWA M23, Table 8 for other values), psi

DR = dimension ratio

- s = design stress, psi  
sf = safety factor (use sf = 2.5)

4) Polyvinyl Chloride (PVC), 16-inch through 36-inch

The minimum wall thickness of the polyvinyl chloride pipe shall be designed in accordance with the following formulas:

$$\begin{aligned}sf \cdot (WPR + p_s) &= \frac{2 \cdot t \cdot HDB}{d - t} \\&= \frac{2 \cdot HDB}{DR - 1}\end{aligned}$$

where

- t = net thickness of pipe, inches
- d = outside diameter of pipe, inches
- HDB = hydrostatic design basis, psi ( use HDB = 4,000 psi)
- WPR = working pressure rating for water temperature less than 73.4 degrees Fahrenheit, psi (see AWWA C905, if higher water temperatures anticipated)
- ps = surge allowance, psi (shall be a calculated value based on anticipated instantaneous flow velocity changes)
- DR= dimension ratio
- sf = safety factor (use sf = 2.0)

Cyclic load calculations are required for AWWA C905 PVC pipe and shall be calculated in accordance with the following formulas:

$$\begin{aligned}S &= \frac{p \cdot (DR - 1)}{2} \\C &= (5.05 \times 10^{21}) \cdot S^{-4.906} \\D_L &= \frac{C}{\Delta v}\end{aligned}$$

where

- S = peak hoop stress, psi
- p = design pressure, psi
- DR= dimension ratio
- C = average number of cycles to failure
- DL= design life, years
- Dv = number of cycles the pipe will experience per day (use Δv = 10 per day)

The minimum allowable design life is 50 years.



- 5) A surge analysis shall be performed for all pumping station discharge pipelines. A surge analysis may be required for other pipelines as determined by the District.
- b) External Load Calculations:
- 1) The pipe shall be designed with sufficient cylinder thickness to resist external loads. External loads shall be calculated based upon the soil prism formula:

$$We = \gamma \cdot Bc \cdot Hc$$

where

We = earth load (pounds per foot of pipe)

$\gamma$  = unit weight of soil (pounds per cubic foot)

Bc = outside diameter of pipe (feet)

Hc = height of backfill over pipe (feet)

For thrust restraint calculations, Hc is limited to a maximum of 10 feet.  
For transmitted point loads, utilizing the following criteria:

Traffic Loads 16,000 lb. (HS-20 loading)

Soil Density 140 lb/cu. ft. or actual backfill  
material density

**Impact Factor 1.5**

Effective Pipe Length 3 feet

Width of Trench Pipe O.D. plus 2 feet

- 2) The pipe cross-section shall have sufficient rigidity so that the maximum deflection under external loads shall not exceed the following:

Pipe Material	Maximum Allowable Deflection (%)
Mortar Lined and Coated Steel	2% of pipe dia.
Ductile Iron	3% of pipe dia.
Polyvinyl Chloride	5% of pipe dia.

The deflection shall be calculated using Spangler's Formula utilizing the following minimum criteria:

**Bedding Constant – K 0.100**

Deflection Lag Factor -  $D_L$  1.25

Modulus of Soil –  $E'$  700 psi or actual value derived from geotechnical report

c) Reinforcement for Outlets

For DIP and PVC pipe, outlet shall be accomplished using service saddles for outlets 2 inches in diameter and less, and by manufactured fittings for outlets greater than 2 inches in diameter. "Boss-Type" and welded outlets for DIP shall not be used.

For MLCP, Engineering calculations shall be submitted for the design of reinforcement of fittings based on AWWA Manual No. 11, Chapter 13, and shall determine the type of reinforcement. A guide as to type to be used is as follows:

- 1) If the outlet is 0.6667 (2/3) of the pipe diameter or less, use collar plates.
- 2) If the outlet is greater than 0.6667 (2/3) but less than 0.8333 (5/6) of the pipe diameter, use wrapper plates and/or crotch plates.
- 3) If the outlet is 0.8333 (5/6) of pipe diameter or larger, or if there is more than one outlet at the same point, use crotch plates unless a wrapper plate is acceptable according to the design calculations.

d) Thrust Restraint

1) MLCP

The thrust restraint calculations shall be in accordance with the following formula:

For horizontal angles:

$$L = \frac{p_t \cdot a \cdot (1 - \cos \Delta)}{\mu \cdot [We + Wp + Ww]} \cdot sf$$

For vertical angles:

$$L = \frac{p_t \cdot a \cdot (1 - \cos \Delta)}{\mu \cdot (We + Wp + Ww)} \cdot sf$$

where

- pt = test pressure (110% of design pressure), psi  
a = area of pipe based on internal diameter of steel cylinder (square inches)  
 $\Delta$  = bend angle (degrees)  
 $\mu$  = friction coefficient  
We = earth load (pounds per foot of pipe); 10 foot maximum bury depth  
Wp = weight of pipe (pounds per foot of pipe)  
Ww = weight of water (pounds per foot of pipe)  
sf = safety factor (use sf = 1.25)

2) DIP

The thrust restraint calculations shall be in accordance with AWWA M41, Section 8.4.

3) Polyvinyl Chloride (C900)

Thrust blocks shall be used for thrust restraint on C900 PVC pipelines in accordance with the District's AutoCAD Standards and Design Detail Standards for Contracts.

4) Polyvinyl Chloride (C905 and C909)

The thrust restraint calculations shall be in accordance with the following formulas:

For horizontal angles:

$$L = \frac{p_t \cdot a \cdot (1 - \cos \Delta)}{\mu \cdot [W_e + W_p + W_w]} \cdot sf$$

For vertical angles:

$$L = \frac{p_t \cdot a \cdot (1 - \cos \Delta)}{\mu \cdot (W_e + W_p + W_w)} \cdot sf$$

where

- pt = test pressure (110% of design pressure), psi  
a = area of pipe based on internal diameter of steel cylinder (square inches)  
 $\Delta$  = bend angle (degrees)  
 $\mu$  = friction coefficient  
We = earth load (pounds per foot of pipe)  
Wp = weight of pipe (pounds per foot of pipe)  
Ww = weight of water (pounds per foot of pipe)  
sf = safety factor (use sf = 1.25)

(n) Mortar lining and coating thickness for steel and ductile iron pipes shall be as follows:

1) For steel pipe the lining thickness shall be in accordance with the following chart.

**Nominal Lining Thickness Lining**

<u>Pipe Diameter (Inches)</u>	<u>(Inches)</u>	<u>Tolerances (Inches)</u>
Less than 24	0.3125 (5/16)	-0.0625 (1/16), +0.1250 (1/8)
24 through 36	0.5000 (1/2)	-0.0625 (1/16), +0.1250 (1/8)
Greater than 36	0.6250 (5/8)	-0.0625 (1/16), +0.1875 (3/16)

All other requirements of mortar lining materials and processes shall be as specified in AWWA C205.

The coating thickness for steel pipe shall be 1 inch with a tolerance of +0.25 (1/4) inch.

- 2) For ductile iron pipe, the lining thickness shall be twice the thicknesses specified in AWWA C104, Section 4-7, Table 1.
- (o) All reducers shall be eccentric reducers, with the transition occurring in a manner such that a high or low point is not created, and shall have a length equal to 7 times the difference in the pipe diameters.
- (p) On pipeline bumped heads, install a 2-inch manual air release valve in accordance with the District's AutoCAD Standards and Design Detail Standards for Contracts, current edition.
- (q) Bends shall have a minimum radius of 2-1/2 times the inside diameter of the pipeline, or 10 feet, whichever is less.
- (r) Pipe zone backfill for pipelines with a diameter greater than 24 inches shall be controlled low strength material (CLSM). Pipe zone backfill for pipelines with a diameter less than or equal to 24 inches shall be either CLSM or Type II aggregate base, compacted to 90 percent maximum density.
- (s) The specifications for the compaction of backfill shall include "mechanical" and "flooding and jetting" methods. Flooding and jetting will be allowed in the pipe zone in all alignments and above the pipe zone in unimproved alignments, except as prohibited by the governing agency having jurisdiction or by soil characteristics, as documented by a geotechnical report. The Consultant of record is responsible for providing their recommendation.
- (t) Within the City of Las Vegas jurisdiction, fire hydrants shall be installed along any new pipeline in accordance with the Uniform Fire Code, Appendix III-B, at approximately 1,000-foot intervals, except where:
  - 1) A closer interval is required by Agency having jurisdiction.
  - 2) The Agency having jurisdiction waives requirements.
  - 3) The pipeline is installed in a residential area where fire hydrants already exist.
  - 4) The pipeline crosses a pressure zone boundary or is installed outside the operating pressure zone of the pipeline.
  - 5) The pipeline serves as the pumping station suction header or reservoir inlet/outlet pipeline, and uncontrolled discharges from the pipeline detrimentally affect the District's ability to responsibly and safely operate the system.

Fire hydrants shall meet the specifications of the Fire Department having jurisdiction and shall be installed in accordance with the District's installation standards.

- (u) Blow-off assemblies shall be installed at all low points along the pipeline profile and low points created by a valve closing (pipelines 24 inches in diameter and larger). The blow-off assemblies shall be located 2 feet from the existing or future face of curb.

If full right-of-way width is not available, a 10-foot wide easement extending to the future right-of-way line shall be provided to allow for the proper placement of the appurtenance. Blow-off assemblies located near vault structures shall be placed such that the discharge will drain away from the vault access manhole.

- (v) Air valve assemblies shall be located at high points along the pipeline profile, at high points created by a valve closing (pipelines 24 inches in diameter and larger), at 1/4-mile intervals on long ascending or descending runs, and at other locations as determined to be required by the design. The air valve assemblies shall be located 1 foot from the right-of-way line. If full right-of-way width is not available, a 10-foot wide easement extending to the edge of the future right-of-way shall be provided to allow for the proper placement of the appurtenance.
- (w) Access manways shall be provided for pipelines 24 inches in diameter and larger. The spacing between access manways shall be such to limit the maximum total travel distance into and out of the pipe to 1,250 feet. The access manway shall be 24 inches in diameter.

Access manways installed in vaults shall allow access through the side of pipe and shall be equipped with a hinge in accordance with the District's standards. Other access manways shall be enclosed in a precast manhole in accordance with the District's AutoCAD Standards and Design Detail Standards for Contracts, current edition and shall provide access through the top of the pipe. The hinge assembly is omitted for these access manways.
- (x) A cathodic protection design evaluation/analysis report shall be performed for all pipeline alignments by a geotechnical or cathodic protection consultant where MLCP and/or DIP is used. The cathodic protection design and analysis shall be performed in accordance with the District's Design Guidance Document No. 15, Cathodic Protection of Pipelines (16-inch and Larger), current edition. On MLCP pipelines, test stations shall be installed at 1,000-ft intervals along the entire length of the pipeline. Joint test stations shall be installed at every location where the pipeline crosses a metallic gas or fuel pipeline or any pipeline that is cathodically protected by sacrificial anodes or an impressed current.
- (y) Drawings for all pipeline projects shall be prepared in accordance with the District's AutoCAD Standards and Design Detail Standards for Contracts, current edition.
- (z) Geotechnical evaluations/analyses are to be performed on all pipelines to encompass at minimum:
  - 1) Soil resistivity every 500 feet along the route of the pipeline to depths of 5 feet and 10 feet utilizing the Wenner four-pin method. Additional depths may be required depending on pipeline depths.
  - 2) Soil borings every 1,000 feet along the route of the pipeline to the bottom of the proposed trench. Actual soil sample depths are dependent on pipe diameter and anticipated depth of cover. Chemical analysis results shall be reported in units of milligrams per kilograms. The following information shall be obtained from soil samples taken from each boring at half and full depth of the boring.
    - pH Measurement
    - Oxidation Reduction
    - Sulfate and Sulfide
    - Total Salts Concentration
    - Chloride Concentration
    - Moisture Content

- Groundwater Level if Encountered
- Soil Classification
- Single Point Soil Resistivity at Natural Moisture Content and Saturated Conditions
- Blow Count
- Modulus of Soil Reaction (E')
- Unit Weight
- Coefficient of Friction Between Pipe and Soil

3) Other Information

- Stability of Trench Walls
- Identification of Potentially Expansive Soils
- Suitability of Native Material for Backfill
- Sieve Analysis
- Hazardous Soils Conditions Encountered
- Pavement Design Recommendation

(aa) Valves in pipelines shall be installed and located in accordance with the District's Design Guidance No. 2, Pipeline Isolation/Control Valve Location and Spacing, current edition.

3. Submittals shall be made at sixty percent (60%) and one hundred percent (100%) of the design and contract document preparation process. A minimum of twenty-one (21) working days for each submittal shall be provided to the District for review of the documents, and twenty-one (21) working days for approvals and signatures. Following the review period, formal briefing sessions will be held by the District. Each submittal shall include, but not be limited to the following:

(a) Sixty Percent (60%) Submittal

- 1) Twenty (20) sets of 36- by 24-inch drawings on bond and electronic files in the appropriate format containing the final pipeline design consisting of the cover, miscellaneous information, plan and profile, and miscellaneous detail sheets. The design shall adhere to the project design criteria and the format of drawings preparation as prescribed by the District.
- 2) Drawings and legal descriptions for the acquisition of District perpetual easements, if required.
- 3) Soil investigation (geotechnical) report.
- 4) Survey Report.
- 5) Two (2) loosely bound sets of specifications and an electronic file in the appropriate format containing the cover, table of contents, contract documents, general conditions, special conditions, special requirements, State Prevailing Wage Rates (if applicable), District resolution, and technical specifications, in District standard format. Specifications shall be prepared in Word 2003, or current edition.
- 6) Outside agency review and permit names and addresses.
- 7) Cathodic Protection Evaluation/Analysis.

- 8) Two (2) loosely bound copies of all engineering calculations including, but not limited to:
    - Pipe cylinder thickness design based on interior pipe pressure, external loads, and buckling.
    - Restrained joint design to counteract longitudinal thrust at pipe junctions, bends, and termini. Single and/or double weld calculations shall be included.
    - Structural design for supporting components such as valve vaults, etc., of the project.
    - Reinforcements for outlets.
    - Sizing combination air valves.
    - Hydraulic and/or surge analyses, if required by the District.
  - 9) Two (2) copies of the construction cost estimate summarized by bid item and supported by an itemized breakdown of all component costs.
  - 10) One (1) copy each of the electronic file for the contract specifications and drawings in the appropriate file format.
  - 11) One (1) copy of all project correspondence to date.
  - 12) Recommended revisions to the project schedule, if required.
  - 13) A list of problems, questions, and/or actions needed to be addressed by the District.
  - 14) A water quality analysis as described in Exhibit III, paragraph 4 below.
  - 15) Final design of off-site improvements for Agency review.
- (b) One Hundred Percent (100%) Submittal
- 1) Twenty (20) sets of 36- by 24-inch final drawings on bond and electronic files in the appropriate format corrected and completed as the result of the sixty percent (60%) submittal review, briefing and other information.
  - 2) Two (2) loosely bound sets of final specifications and an electronic file in the appropriate format corrected and completed as the result of the sixty percent (60%) submittal review, briefing and other information.
  - 3) One (1) loosely bound set of all final engineering calculations corrected and completed as the result of the sixty percent (60%) submittal review, briefing and other information.
  - 4) One (1) copy each of corrected final electronic file for the contract specifications and drawings in the appropriate file format.
  - 5) One (1) copy of the final construction cost estimate with supporting calculations.
  - 6) Responses to sixty percent (60%) comments and any District-provided redlines.
  - 7) Final Cathodic Protection Report and Design.
  - 8) One (1) copy of project correspondence generated since the last briefing session.

- 9) One (1) set of engineer-sealed original drawings plotted on paper medium.
  - 10) One (1) set of prints of the full size drawings.
  - 11) One (1) unbound copy of sealed contract volume including permits and State Prevailing Wage Rates (if applicable).
  - 12) Final Survey Report with all required easement documents and right-of-way documentation.
4. The Developer will submit a report prior to the approval by the District of the design of the subject pipeline and of any water plans for the subject real property which will establish to the District's satisfaction that the quality of the water provided to the subject real property will not be degraded by virtue of extended transit or storage times, or for any other reasons, below the standards required by State or Federal guidelines for drinking water in existence as of the date said water plans are approved by the District.
  5. The Developer will design and construct at the Developer's sole cost, any water quality facilities found necessary by the District, based upon the report described in Exhibit III, paragraph 4 above.
  6. The Developer will design at the Developer's sole cost, any pressure and/or chlorine monitoring facilities found necessary by the District. Said pressure and/or chlorine monitoring facilities shall be considered a part of the subject pipeline.
  7. Within ten (10) work days of the date of the Agreement, a meeting shall be held to develop a design and construction schedule that is mutually acceptable to the District and the Developer.
  8. The Developer shall furnish all permits necessary for construction of the subject pipeline prior to award of the contract, or shall incorporate anticipated permit conditions into the contract documents.
  9. Upon approval and signature by the District, and at least two (2) weeks prior to commencement of construction, the Developer shall furnish to the District twenty-five (25) bound copies of full size drawings, twenty-five (25) bound copies of reduced drawings, and twenty-five (25) bound copies of specifications. These documents shall be reproduced from the signed original documents.



**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 5, 2017

<b>Subject:</b> Award of Bid	<b>Director's Backup</b>
<b>Petitioner:</b> David L. Johnson, Deputy General Manager, Engineering/Operations	
<b>Recommendations:</b> That the Board of Directors award Bid No. 2346-17, Supply Contract for Motor Control Centers & Switchgear, to Autonomy Technology, Inc., for an amount not to exceed \$2,449,134 for one year from date of award, and authorize the General Manager or his designee to execute the purchasing agreement and exercise annual renewal options, each with an increase not to exceed 15 percent, for four additional one-year periods.	

**Fiscal Impact:**

Funds requested for current year expenditures are available in the District's Capital Budget. Funds for future year expenditures will be budgeted accordingly.

**Background:**

The solicitation for Bid No. 2346-17, Supply Contract for Motor Control Centers & Switchgear (Bid), for the purchase of electrical equipment for maintenance of District infrastructure to ensure effective continuation of daily operations was accessed by 22 potential bidders through the Nevada Government eMarketplace (NGEM). Five firms responded through NGEM and are listed below:

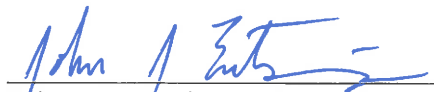
<u>BIDS RECEIVED</u>	<u>TOTAL BID</u>
Autonomy Technology, Inc.	\$2,449,134.00
Grove Madsen Industries	\$2,919,545.20
Crescent Electric Supply	\$3,392,050.63
Sun Valley Electric Supply	\$3,550,996.01
Codale Energy Services & Supply	\$3,641,899.01

The Autonomy Technology, Inc. (ATI), proposal is considered to be the lowest responsive and responsible bid in accordance with NRS 332.065.

If approved, the attached purchasing agreement provides for ATI to accept and agree to all Bid terms. The requested authorization to increase funding for an annual amount not to exceed 15 percent is estimated to be sufficient to cover anticipated increases in demand and possible price increases.

This agreement is being entered into pursuant to NRS 332.065 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:DLJ:GPK:MB:am  
Attachments

AGENDA  
ITEM #

5

# DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

<b>Business Entity Type</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<b>Business Designation Group</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business		
<b>Corporate/Business Entity Name:</b>		Autonomy Technology Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		6980 W. WARM SPRINGS		<b>Website:</b> ATIELECTRICAL.COM		
<b>City, State and Zip Code:</b>		LAS VEGAS, NV 89113		<b>POC Name and Email:</b> JOHN ZELLER, ZELLER@ATIELECTRICAL.COM		
<b>Telephone No:</b>		702 576 9200		<b>Fax No:</b> 702 576 9788		
<b>Local Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name Email:</b>		
<b>Number of Clark County, Nevada Residents Employed:</b> 11						

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

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).

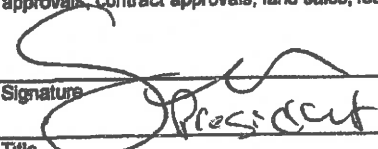
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
GREG KNOWLES	PRESIDENT	100

*This section is not required for publicly-traded corporations.*

- Are any individual members, partners, owners or principals, involved in the business entity, an LVVWD full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that LVVWD 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 an LVVWD 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the LVVWD will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature  Title President	Print Name Greg Knowles Date 4-7-17
--	--

## DISCLOSURE OF RELATIONSHIP

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

N/A

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF LVVWD EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO LVVWD EMPLOYEE OR OFFICIAL	LVVWD EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

"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 LVVWD Use Only:**

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

☒ No Disclosure

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

☐ Yes ☐ No Is the LVVWD employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the LVVWD employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

  
Signature

Print Name  
Authorized Department Representative

Greg Kowals



Veronica A. Kammler

**AGREEMENT**  
**BID NO. 2346-17**  
**SUPPLY CONTRACT FOR MOTOR CONTROL CENTERS & SWITCHGEAR**

THIS AGREEMENT, made and entered into, by and between the Las Vegas Valley Water District (Owner) and Autonomy Technology, Inc. (Contractor).

The Parties do mutually agree as follows:

1. Owner has awarded an agreement to Contractor pursuant to an administrative approval document signed by the General Manager.
2. Owner agrees to purchase and Contractor agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the contract.
3. The Contractor certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
4. For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following (as applicable):
  - Amendments
  - Addenda
  - Contract General Provisions
  - Contract General Conditions
  - Statement of Work or Specifications
  - Drawings
  - Bid Form

IN WITNESS WHEREOF, Contractor has caused this agreement to be executed this 25 day of MAY, 2017.

AUTONOMY TECHNOLOGY, INC.

By:  \_\_\_\_\_

Name: John Zeller

Title: Vice President

LAS VEGAS VALLEY WATER DISTRICT

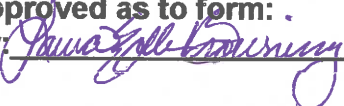
By: \_\_\_\_\_

Name: John J. Entsminger

Title: General Manager

**Las Vegas Valley Water District**

**Approved as to form: .**

By:  \_\_\_\_\_ Date: 6-5-17

**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 5, 2017

<b>Subject:</b> Construction Award	<b>Director's Backup</b>
<b>Petitioner:</b> David L. Johnson, Deputy General Manager, Engineering/Operations	
<b>Recommendations:</b> That the Board of Directors award Contract No. C1435, Miscellaneous Vaults, Reconstruction and Repair, Phase XX, to TAB Contractors, Inc., for the amount of \$1,374,536, authorize a change order contingency amount not to exceed \$130,000, and authorize the General Manager to sign the construction agreement.	

**Fiscal Impact:**

Funds requested for current year expenditures are available in the District's Capital Budget. Funds for future year expenditures will be budgeted accordingly.

**Background:**

Contract No. C1435, Miscellaneous Vaults, Reconstruction and Repair, Phase XX (Contract), provides for repair of existing vault structures, valves, piping, and vault appurtenances, including the reconstruction of up to five existing underground meter vaults and the installation of new aboveground backflow devices. In addition, the Contract provides for replacement of air vacuum and air release valves at 12 locations throughout the District's distribution system.


Sealed bids were received, publicly opened, and read aloud on May 24, 2017. A tabulation of the bids received is listed below:

TAB Contractors, Inc.	\$1,374,536.00
Byrd Underground, LLC	\$1,476,786.00
Acme Underground, Inc.	\$1,563,544.37
Wadley Construction, Inc.	\$1,608,300.00
CMMCM, LLC dba Muller Construction	\$1,802,835.00
Contri Construction Company	\$1,954,666.00
Harber Company, Inc. dba Mountain Cascade of Nevada	\$2,167,650.00

The TAB Contractors, Inc. (TAB), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached construction agreement provides for TAB to accept and agree to all Contract terms. TAB is a Nevada corporation located in Las Vegas.

This agreement is being entered into pursuant to NRS 338.1389 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:

  
\_\_\_\_\_  
John J. Entsminger, General Manager  
JJE:DLJ:PJJ:DCB:SBH:MTD:evw  
Attachments

AGENDA  
ITEM #

6

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other						
<b>Business Designation Group</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business		
<b>Corporate/Business Entity Name:</b>		TAB Contractors, Inc.				
<b>(Include d.b.a., if applicable)</b>		n/a				
<b>Street Address:</b>		6600 Amelia Earhart Court, Suite B			<b>Website:</b> www.nclasvegas.com	
<b>City, State and Zip Code:</b>		Las Vegas, Nevada 89119			<b>POC Name and Email:</b>	
<b>Telephone No:</b>		702-642-3033			<b>Fax No:</b> 702-642-9876	
<b>Local Street Address:</b>		Same as above			<b>Website:</b>	
<b>City, State and Zip Code:</b>					<b>Local Fax No:</b> (702) 642-9936	
<b>Local Telephone No:</b>		(702) 642-3331			<b>Local POC Name Email:</b>	
<b>Number of Clark County, Nevada Residents Employed:</b> 90						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent ownership or financial interest in the business entity appearing before the Owner's Board of Directors.

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).

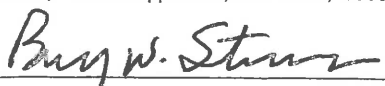
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	Percent Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Greg J. Paulk	President	88.5%
Brady W. Stevens	Secretary/Treasurer	11.5%

**This section is not required for publicly-traded corporations.**

- Are any individual members, partners, owners or principals, involved in the business entity, a full-time employee(s) of the Owner, or appointed/elected official(s)?  
☐ Yes    ☒ No    (If yes, please note that employee(s) of the Owner, 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 full-time employee(s) of the Owner, 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR & 180.945. I further understand that the Owner will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

  
 Signature \_\_\_\_\_  
 Title Treasurer

Brady Stevens  
 Print Name \_\_\_\_\_  
 6/8/17  
 Date \_\_\_\_\_

## DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF OWNER EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO OWNER EMPLOYEE OR OFFICIAL	OWNER EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

"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 Owner Use Only:**

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

☒ No Disclosure

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

☐ Yes ☐ No Is the Owner employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the Owner employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

  
Signature

  
Print Name  
Authorized Department Representative

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and TAB Contractors, Inc.

, hereinafter referred to as Contractor, with both Owner and Contractor collectively referred to as the Parties,

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: MISCELLANEOUS VAULTS, RECONSTRUCTION AND REPAIR, PHASE XX

Contract No: C1435

Public Works Project Identifying Number: CL-2017-155

2. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
4. For performing all Work and furnishing materials and labor necessary thereto, Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
  - a. Addenda
  - b. General Requirements
  - c. Supplementary Conditions
  - d. General Conditions
  - e. Agreement
  - f. Drawings
  - g. Technical Specifications
  - h. Permits



- i. Bid Form and Accompanying Documents
  - j. Bonds
  - k. Instructions to Bidders
  - l. Invitation to Bid and Legal Notice
  - m. Notice of Award
  - n. Final Notice to Proceed
6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this 19th day of June, 2017.

[CONTRACTOR'S NAME]

TAB Contractors, Inc.

By:

Signatory Empowered to Bind Contractor

Greg J. Paulk

Type or Print Name

President

Official Title

THIS AGREEMENT shall be in full force and effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, when it was duly signed by the proper officer of the Las Vegas Valley Water District.

LAS VEGAS VALLEY WATER DISTRICT

By:

John J. Entsminger  
General Manager

Approved as to Form:



Attorney for Las Vegas Valley Water District

END OF DOCUMENT

**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 5, 2017

<b>Subject:</b> Construction Award	<b>Director's Backup</b>
<b>Petitioner:</b> David L. Johnson, Deputy General Manager, Engineering/Operations	
<b>Recommendations:</b> That the Board of Directors award Contract No. C1474, Pavement Replacement Services, Phase I, 2017-2019, to J & J Enterprises Services, Inc., for the amount of \$3,120,751.78 and authorize the General Manager to sign the construction agreement.	

**Fiscal Impact:**

Funds requested for current year expenditures are available in the District's Capital Budget. Funds for future year expenditures will be budgeted accordingly.

**Background:**

Contract No. C1474, Pavement Replacement Services, Phase I, 2017-2019 (Contract), provides for the replacement of permanent pavement and concrete appurtenances at various sites located within easements or rights-of-way defined by individual work orders. This includes providing the necessary equipment, labor, material and services required to perform the repairs as specified in the permit accompanying each work order or as otherwise specified.

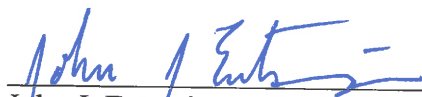
Sealed bids were received, publicly opened, and read aloud on June 6, 2017. A tabulation of the bids received is listed below:

J & J Enterprises Services, Inc.	\$3,120,751.78
Drew Asphalt Paving, Inc.	\$3,901,330.00
Central Environmental, Inc.	\$4,914,140.00

The J & J Enterprises Services, Inc. (J & J), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached construction agreement provides for J & J to accept and agree to all Contract terms. J & J is a Nevada corporation located in Las Vegas.

This agreement is being entered into pursuant to NRS 338.1389 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:



John J. Entsminger, General Manager  
JJE:DLJ:PJJ:DCB:SBH:MTD:evw  
Attachments

AGENDA  
ITEM #

7

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other						
<b>Business Designation Group</b> N/A						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business		
<b>Corporate/Business Entity Name:</b>			J & J Enterprises Services, Inc.			
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>			5920 W. Cougar Ave			
<b>City, State and Zip Code:</b>			Las Vegas, NV 89139			
<b>Telephone No:</b>			702 361 2914			
<b>Local Street Address:</b>			Same			
<b>City, State and Zip Code:</b>			Same			
<b>Local Telephone No:</b>			Same			
<b>Number of Clark County, Nevada Residents Employed:</b>			105			
<b>Website:</b>			jandjasphalt.com			
<b>POC Name and Email:</b>			marke.jandjasphalt.com			
<b>Fax No:</b>			702 361 2823			
<b>Website:</b>			Same			
<b>Local Fax No:</b>			Same			
<b>Local POC Name Email:</b>			Same			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent ownership or financial interest in the business entity appearing before the Owner's Board of Directors.

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	Percent Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Joseph A. Wyson	President	100

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a full-time employee(s) of the Owner, or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that employee(s) of the Owner, 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 full-time employee(s) of the Owner, 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR & 180.945. I further understand that the Owner will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature: [Signature]  
 Title: President

Print Name: Joseph A. Wyson  
 Date: 6/12/17

## DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF OWNER EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO OWNER EMPLOYEE OR OFFICIAL	OWNER EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

"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 LVVWD Use Only:***

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

☒ No Disclosure

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

☐ Yes ☐ No Is the Owner employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the Owner employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name

Authorized Department Representative

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and J & J Enterprises Services, Inc.

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, hereinafter referred to as Contractor, with both Owner and Contractor collectively referred to as the Parties,

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: PAVEMENT REPLACEMENT SERVICES, PHASE I, 2017-2019

Contract No: C1474

Public Works Project Identifying Number: CL-2017-223

2. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
4. For performing all Work and furnishing materials and labor necessary thereto, Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
  - a. Addenda
  - b. General Requirements
  - c. Supplementary Conditions
  - d. General Conditions
  - e. Agreement
  - f. Drawings
  - g. Technical Specifications
  - h. Permits
  - i. Bid Form and Accompanying Documents, including without limitation, Affidavit Pertaining to Preference Eligibility

- j. Bonds
- k. Instructions to Bidders
- l. Invitation to Bid and Legal Notice
- m. Notice of Award
- n. Final Notice to Proceed

6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this 15 day of June, 2017.

[CONTRACTOR'S NAME]

J & J Enterprises Services, Inc.

By: [Signature]  
Signatory Empowered to Bind Contractor

Jana Wyson  
Type or Print Name

Corporate Secretary  
Official Title

THIS AGREEMENT shall be in full force and effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, when it was duly signed by the proper officer of the Las Vegas Valley Water District.

LAS VEGAS VALLEY WATER DISTRICT

By: \_\_\_\_\_  
John J. Entsminger  
General Manager

Approved as to Form:

[Signature]  
Attorney for Las Vegas Valley Water District

END OF DOCUMENT

**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 5, 2017

<b>Subject:</b> Cost-of-Living Adjustment	<b>Director's Backup</b>
<b>Petitioner:</b> Julie A. Wilcox, Deputy General Manager, Administration	
<b>Recommendations:</b> That the Board of Directors conduct a public hearing, approve a cost-of-living adjustment effective July 1, 2017, and amend the cost-of-living provision within the Collective Bargaining Agreement for employees represented by the Water Employees Association of Nevada.	

**Fiscal Impact:**

Costs for this adjustment are estimated to increase by 0.2 percent above the range authorized in the Collective Bargaining Agreement, which amounts to approximately \$48,145 for Fiscal Year 2017-18, and are available in the District's Budget.

**Background:**

The Collective Bargaining Agreement (CBA) approved between the Water Employees Association of Nevada (WEANV) and the District on July 7, 2015, establishes cost-of-living adjustments for its members. Pursuant to Article 38 of the CBA, WEANV employees receive a cost-of-living adjustment equal to the annual increase as of April, per the Consumer Price Index, All Items, All Urban Consumer, Pacific Cities, West-A (CPI Index). The Article also provides that if the CPI Index exceeds 3 percent, the Article is automatically reopened for discussions.

In June 2017, the District and the WEANV met pursuant to Section C of Article 38. In those discussions, the parties reached a tentative agreement to amend the CBA to reflect a cost-of-living adjustment equal to the annual increase as of March, pursuant to the CPI Index, and to use March for future increases.

At this time, staff recommends that the Board of Directors amend Article 38 of the CBA to provide a cost-of-living adjustment equal to the annual increase as of March, per the CPI Index, and approve a cost-of-living adjustment equal to that amount (3.2 percent).

This action is authorized pursuant to NRS 288.153 and Section 9 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:



John J. Entsminger, General Manager

JJE:JAW:MEM:KH

Attachment

AGENDA ITEM #
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8

1/11 MEM  
June 12, 2017  
15.

## ARTICLE 38 - COST-OF-LIVING WAGE ADJUSTMENT

- A. Effective with the first full pay period in July 2015, 2016, ~~2017, 2018 and 2019~~, Field Unit employees shall receive a cost-of-living wage adjustment equal to the annual increase as of April, per the Consumer Price Index, All items, All Urban Consumer, Pacific Cities, West-A.

Effective with the first full pay period in July 2017, 2018, and 2019, Field Unit employees shall receive a cost-of-living wage adjustment equal to the annual increase as of March, per the Consumer Price Index, All items, All Urban Consumers, Pacific Cities, West-A.

- B. The Field Unit pay plan will be adjusted by the same percentage defined above at the same time employees receive their cost-of-living wage adjustment.
- C. This article shall be automatically reopened if the Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West-A, as above in A, is above three percent (3%) or falls below one-and-one-half (1.5%). Additionally, should a Consumer Price Index be developed for the Las Vegas Metropolitan area, the parties may discuss its applicability.

Date Agreed: 6-15-17

KK  
Water Employees Association of Nevada

Harry C. Madala  
District



**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 5, 2017

<b>Subject:</b> Cost-of-Living Adjustment	<b>Director's Backup</b>
<b>Petitioner:</b> Julie A. Wilcox, Deputy General Manager, Administration	
<b>Recommendations:</b> That the Board of Directors conduct a public hearing and approve a cost-of-living adjustment for employees represented by the Teamsters Local Union No. 14, effective July 1, 2017.	

**Fiscal Impact:**

Costs for this adjustment are estimated to increase by 0.2 percent above the range authorized in the Collective Bargaining Agreement, which amounts to approximately \$18,693 for Fiscal Year 2017-18, and are available in the District's Budget.

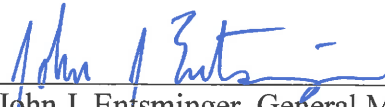
**Background:**

The Collective Bargaining Agreement (CBA) approved between the Teamsters Local Union No. 14 (Teamsters) and the District on July 7, 2015, establishes a cost-of-living adjustment for its members. Pursuant to Article 17 of the CBA, Teamsters employees receive a cost-of-living adjustment equal to the annual increase as of March, per the Consumer Price Index, All Items, All Urban Consumer, Pacific Cities, West-A (CPI Index). The Article also provides that if the CPI Index exceeds 3 percent, the Article is automatically reopened for discussions.

In June 2017, the District and Teamsters met pursuant to Section C of Article 17. At this time, staff recommends the Board of Directors approve a cost-of-living adjustment consistent with the March CPI Index (3.2 percent).

This action is authorized pursuant to NRS 288.153 and Section 9 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

  
\_\_\_\_\_  
John J. Entsminger, General Manager  
JJE:JAW:MEM:KH

AGENDA ITEM #
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9

**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 5, 2017

<b>Subject:</b> Cost-of-Living Adjustment	<b>Director's Backup</b>
<b>Petitioner:</b> Julie A. Wilcox, Deputy General Manager, Administration	
<b>Recommendations:</b> That the Board of Directors conduct a public hearing and approve a cost-of-living adjustment for employees represented by the Las Vegas Valley Public Employees Association, effective July 1, 2017.	

**Fiscal Impact:**

Costs for this adjustment are estimated to increase by 0.2 percent above the range authorized in the Collective Bargaining Agreement, which amounts to approximately \$29,049 for Fiscal Year 2017-18, and are available in the District's Budget.

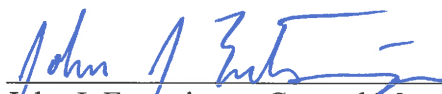
**Background:**

The Collective Bargaining Agreement (CBA) approved between the Las Vegas Valley Public Employees Association (LVVPEA) and the District on July 7, 2015, establishes a cost-of-living adjustment for its members. Pursuant to Article 4 of the CBA, LVVPEA employees receive a cost-of-living adjustment equal to the annual increase as of March, per the Consumer Price Index, All Items, All Urban Consumer, Pacific Cities, West-A (CPI Index). The Article also provides that if the CPI Index exceeds 3 percent, the Article is automatically reopened for discussions.

In June 2017, the District and the LVVPEA met pursuant to Section C of Article 4. At this time, staff recommends the Board of Directors approve a cost-of-living adjustment consistent with the March CPI Index (3.2 percent).

This action is authorized pursuant to NRS 288.153 and Section 9 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:JAW:MEM:KH

AGENDA ITEM #
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10

**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 5, 2017

<b>Subject:</b> Cost-of-Living Adjustment	<b>Director's Backup</b>
<b>Petitioner:</b> Julie A. Wilcox, Deputy General Manager, Administration	
<b>Recommendations:</b> That the Board of Directors conduct a public hearing, approve a cost-of-living adjustment effective July 1, 2017, and amend the cost-of-living provision within the Collective Bargaining Agreement for employees represented by the Water Supervisors Association of Nevada.	

**Fiscal Impact:**

Costs for this adjustment are estimated to increase by 0.2 percent above the range authorized in the Collective Bargaining Agreement, which amounts to approximately \$7,694 for Fiscal Year 2017-18, and are available in the District's Budget.

**Background:**


The Collective Bargaining Agreement (CBA) approved between the Water Supervisors Association of Nevada (WSAN) and the District on July 7, 2015, establishes cost-of-living adjustments for its members. Pursuant to Article 38 of the CBA, WSAN employees receive a cost-of-living adjustment equal to the annual increase as of April, per the Consumer Price Index, All Items, All Urban Consumer, Pacific Cities, West-A (CPI Index). The Article also provides that if the CPI Index exceeds 3 percent, the Article is automatically reopened for discussions.

In June 2017, the District and the WSAN met pursuant to Section C of Article 38. In those discussions, the parties reached a tentative agreement to amend the CBA to reflect a cost-of-living adjustment equal to the annual increase as of March, per the CPI Index, and to use March for future increases to be consistent with other management at the District.

At this time, staff recommends that the Board of Directors amend Article 38 of the CBA to provide a cost-of-living adjustment equal to the annual increase as of March, per the CPI Index, and approve a cost-of-living adjustment equal to that amount (3.2 percent).

This action is authorized pursuant to NRS 288.153 and Section 9 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:JAW:MEM:KH  
Attachment

AGENDA  
ITEM #

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## ARTICLE 38 - COST-OF-LIVING WAGE ADJUSTMENT

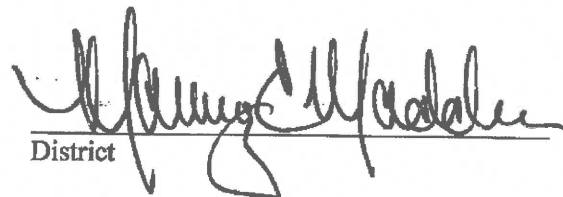
- A. Effective with the first full pay period in July 2015, 2016, ~~2017, 2018 and 2019~~, WSAN employees shall receive a cost-of-living wage adjustment equal to the annual increase as of April, per the Consumer Price Index, All items, All Urban Consumer, Pacific Cities, West-A.

Effective with the first full pay period in July 2017, 2018, and 2019, WSAN employees shall receive a cost-of-living wage adjustment equal to the annual increase as of March, per the Consumer Price Index, All items, All Urban Consumers, Pacific Cities, West-A.

- B. The Front-Line pay plan will be adjusted by the same percentage defined above at the same time employees receive their cost-of-living wage adjustment.
- C. This article shall be automatically reopened if the Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West-A, as above in A, is above three percent (3%) or falls below one-and-one-half (1.5%). Additionally, should a Consumer Price Index be developed for the Las Vegas Metropolitan area, the parties may discuss its applicability.

Date Agreed: 6/22/17

  
Water Supervisors Association of Nevada

  
District