

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

**REGULAR MEETING**  
**9:00 A.M. – JUNE 6, 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: May 30, 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.

**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**

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.lvvd.com/about/board\\_meetings.html](http://www.lvvd.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 LVVD Agenda Coordinator at (702) 258-3939 or [agendas@lvvd.com](mailto:agendas@lvvd.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 special meeting of April 24, 2017, the regular meeting of May 2, 2017, and the special meeting of May 15, 2017.
2. *For Information Only:* Issue a proclamation 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. *For Possible Action:* 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. *For Possible Action:* 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. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Wunderlich-Malec Engineering, Inc., and the District to provide technical services for the period from July 1, 2017, through June 30, 2018, and authorize renewal for four additional one-year periods.
6. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between George T. Hall Company, Inc., and the District to provide technical services for the period from July 1, 2017, through June 30, 2018, and authorize renewal for four additional one-year periods.
7. *For Possible Action:* 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.

**BUSINESS AGENDA**

8. *For Possible Action:* 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 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.
9. *For Possible Action:* Authorize the write-off of both customer and miscellaneous accounts receivable.

**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.

Director Giunchigliani asked for further comment on the new teaching garden at the Springs Preserve. Julie Wilcox, Deputy General Manager, Administration, said that the new teaching garden is nearing completion and staff will work to train CCSD teachers and invite students to visit the site and learn more about gardening. Ms. Wilcox also mentioned awaiting results from the IMLS grant.

**COMMENTS BY THE GENERAL PUBLIC**

There were no persons wishing to speak.

**Adjournment**

There being no further business to come before the board, the meeting adjourned at 1:33 p.m.

APPROVED:

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Mary Beth Scow, President

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John J. Entsminger, General Manager

**Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the  
Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.**





#### 2016-17 HIGHLIGHTS

- Delivered 74 billion gallons of water with less than 5 percent loss
  - 393,000 of services maintained
  - 357,000 calls received
  - 290,000 feet of pipe installed and inspected
- Over the past two years, refunding activities have resulted in more than \$70 million of net present value savings
- Board of Directors adopted a new 10-Year Capital Improvement Plan
- Completed a citizens advisory committee process that evaluated water rates, service rules, water conservation and business practices

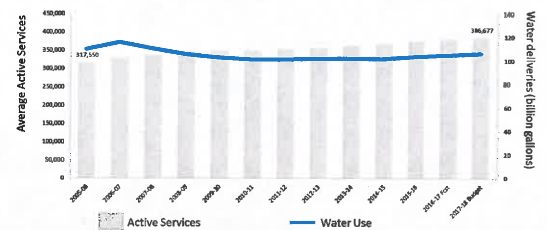
#### RATES AND RULES ADVISORY COMMITTEE

The Board of Directors adopted the committee's 11 recommendations, including:

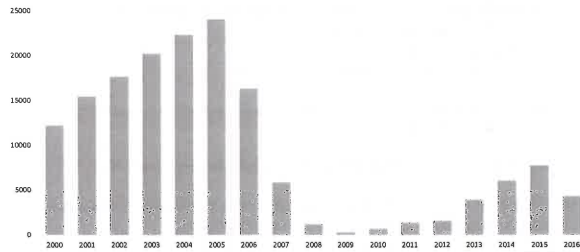
- Modest increases to LIVVWD rates to fund a 10-year capital plan
- Segregated Facility Connection Charge revenue to achieve reserve targets faster
- Plan to fund approximately 50 percent of 10-year capital program with debt
- A long-term, sustainable solution to generating sufficient revenue to avoid rate shock

#### WATER SALES

Despite an uptick in customer accounts, water sales have remained relatively constant.



### NEW SERVICE APPLICATIONS



### 2017-18 INITIATIVES

- Provide superior levels of Customer Service (enhanced website, more mobile functions, increased responsiveness)
- Protect water quality by prioritizing 11,000 meters for immediate inclusion in the backflow retrofit program
- Construct new facilities to benefit new and existing customers
- Continue to partner with WaterStart to spur technology innovation
- Celebrate the 10<sup>th</sup> birthday of the Springs Preserve through the opening of new permanent exhibits and features
- Continue enhanced Asset Management Program



ASSET MANAGEMENT

### ASCE INFRASTRUCTURE REPORT

The American Society of Civil Engineers (ASCE) released its 2017 Infrastructure Report Card that gave America's infrastructure a D rating.

#### Why?

- More than \$2 trillion is needed to maintain and expand infrastructure to meet demands over the next 25 years
- Aging pipes are losing between 14 – 18 percent of treated water
- Utilities lack effective asset management plans
- Lack of resources and personnel limit the frequency of water quality testing, monitoring, maintenance and technical capability

## CURRENT ENVIRONMENT

Compared to other similar-sized utilities, the overall state of LVVWD infrastructure is good:

- Young distribution system (average age: 22 years)
- Low water losses (less than 5 percent non-revenue water)
- Implemented comprehensive Asset Management program
- Sustainable, stable revenue outlook
- In 2016, collected and monitored more than 56,400 water samples from Lake Mead and the distribution system; 367 sampling stations; conducted more than 287,600 analyses

## CAPITAL FUNDING

Approximately \$616 million\* is needed over the next 10 years to maintain infrastructure. Notable projects include:

- Pipeline replacement under Las Vegas Boulevard
- New regional facilities to support new services at the edges of the system
- Replacement of older concrete pipelines that have an increased break rate
- Reservoir and pumping station rehabilitation projects
- Large meters and services

\*2016 dollars

## CAPITAL FUNDING

This year's budget includes \$86 million for capital projects:

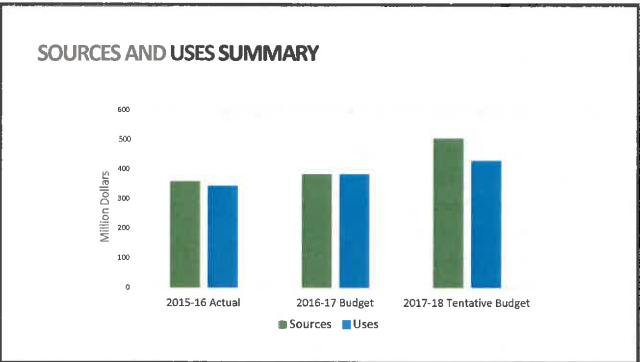
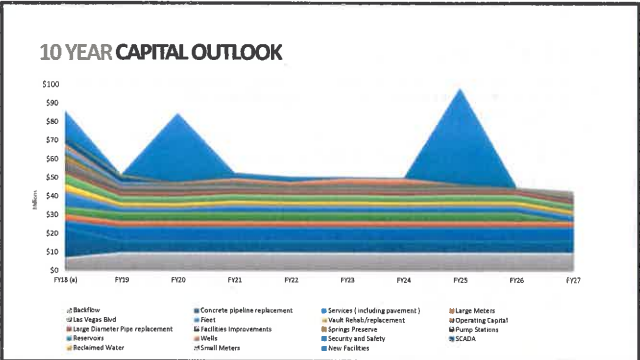
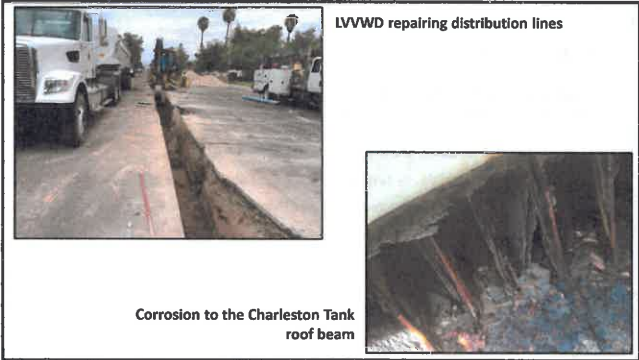
- Concrete pipeline replacements
- Service line replacements
- Increased backflow retrofits
- SCADA improvements
- Vehicle replacements
- Well improvements



LVVWD crews performing meter replacements



Crews address a main break on Las Vegas Boulevard



## 2017-18 SOURCES &amp; USES



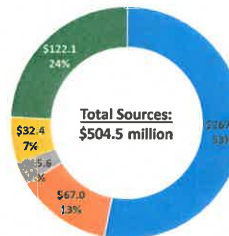
■ Tied Consumption  
■ Service Charge  
■ Facilities Connection Charge  
■ Debt Issuance Proceeds

Amounts in million dollars. Numbers may be off due to rounding.



■ Purchased Water  
■ Energy  
■ Payroll & Related  
■ Operating Expenses  
■ Capital Expenditures  
■ Debt Service

## LVVWD SOURCES OF FUNDS



■ Tied Consumption  
■ Service Charge  
■ Facilities Connection Charge  
■ Other Sources  
■ Debt Issuance Proceeds

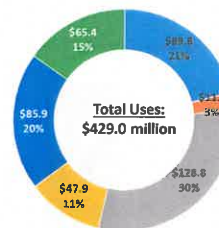
Amounts in million dollars. Numbers may be off due to rounding.

## LVVWD SOURCES OF FUNDS

Sources	Actual 2015-16	Budget 2016-17	Tentative Budget 2017-18	Budget-to- Budget Variance
Tied Consumption	\$ 251.0	\$ 255.9	\$ 267.4	\$ 11.5
Service Charge	62.8	62.5	67.0	4.5
Backflow Charge	9.0	8.9	10.6	1.7
Reclaimed Water	6.8	7.2	7.7	0.5
Other Water Bill Charges	5.2	5.5	5.3	(0.1)
Facilities Connection Charge	13.2	17.8	15.6	(2.2)
Application & Inspection Fees	2.4	3.6	3.0	(0.7)
Investment Income	2.8	1.5	2.7	1.1
Springs Preserve	2.6	2.5	3.0	0.5
Subtotal	\$ 355.9	\$ 365.5	\$ 382.4	\$ 16.9
Debt Issuance Proceeds	2.4	18.4	122.1	103.7
<b>LVVWD Sources</b>	<b>\$ 358.3</b>	<b>\$ 383.9</b>	<b>\$ 504.5</b>	<b>\$ 120.6</b>

Amounts in million dollars. Numbers may be off due to rounding.

## LVVWD USES OF FUNDS



■ Purchased Water  
■ Energy  
■ Payroll & Related  
■ Operating Expenses  
■ Capital Expenditures  
■ Debt Service

Amounts in million dollars. Numbers may be off due to rounding.

## LVVWD USES OF FUNDS

Uses	Actual 2015-16	Budget 2016-17	Tentative Budget 2017-18	Budget-to- Budget Variance
Purchased Water	\$ 87.1	\$ 87.5	\$ 89.8	\$ 2.3
Energy	9.8	11.8	11.2	(0.6)
Payroll & Related	120.0	120.6	128.8	8.2
Operating Expenses	35.2	49.6	47.9	(1.7)
Capital Expenditures	32.2	54.1	85.9	31.8
Debt Service	58.8	59.7	65.4	5.7
<b>LVVWD Uses</b>	<b>\$ 343.1</b>	<b>\$ 383.2</b>	<b>\$ 429.0</b>	<b>\$ 45.8</b>

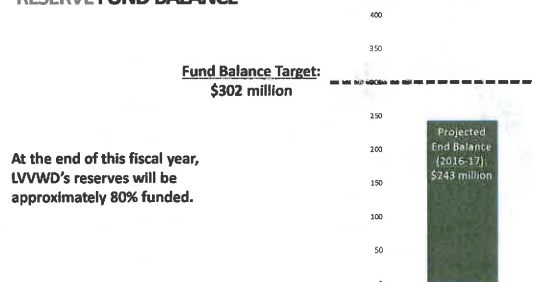
Amounts in million dollars. Numbers may be off due to rounding

## BUDGET SUMMARY

	Actual 2015-16	Budget 2016-17	Tentative Budget 2017-18	Budget-to- Budget Variance
<b>Sources</b>				
Tiered Consumption	\$ 251.0	\$ 255.9	\$ 267.4	\$ 11.5
Service Charge	62.8	62.5	67.0	4.5
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Investment Income	2.8	1.5	2.7	1.1
Springs Preserve	2.6	2.2	3.0	0.8
<b>Subtotal</b>	<b>\$ 355.9</b>	<b>\$ 365.5</b>	<b>\$ 382.4</b>	<b>\$ 16.9</b>
Debt Insurance Proceeds	2.4	18.4	122.1	103.7
<b>LVVWD Sources</b>	<b>\$ 358.3</b>	<b>\$ 383.9</b>	<b>\$ 504.5</b>	<b>\$ 120.6</b>
<b>Uses</b>				
Purchased Water	\$ 87.1	\$ 87.5	\$ 89.8	\$ 2.3
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<b>LVVWD Uses</b>	<b>\$ 343.1</b>	<b>\$ 383.2</b>	<b>\$ 429.0</b>	<b>\$ 45.8</b>
<b>LVVWD Net Surplus/(Deficit)</b>	<b>\$ 15.2</b>	<b>\$ 0.7</b>	<b>\$ 75.5</b>	

Amounts in million dollars. Numbers may be off due to rounding

## RESERVE FUND BALANCE



## 2017-18 BUDGET SUMMARY

- Uses of funds are up 12%, which reflects an increase in capital expenditures (Board-adopted 10-Year Capital Improvement Plan)
- Asset management remains a top priority
- This budget realizes \$4.7 million in debt service refunding savings
- The budget is stable with a sustainable outlook



### FISCAL YEAR 2016-17 HIGHLIGHTS

Fiscal Year 2016-17 (YTD compared to previous fiscal year):

- 4 percent increase in General Admission revenue
- 38 percent increase in meetings and private events
- 18 percent increase in retail sales
- 10 increase in train revenue
- 12 percent increase in Butterfly Habitat revenue

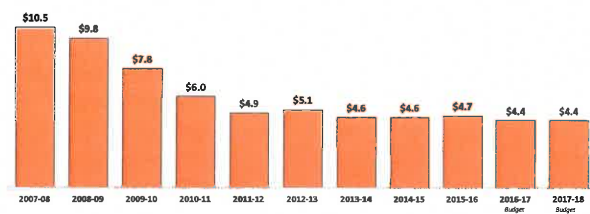
### 2017-18 INITIATIVES

*Celebrating 10<sup>th</sup> Birthday all year long!*

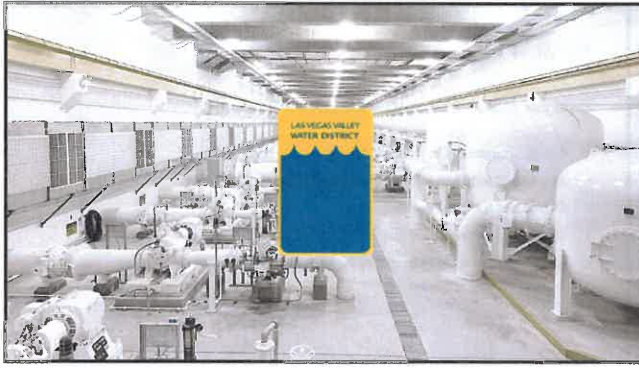
- Opened next exhibit, Boomtown 1905
- Completed work on trails system
- Finishing work on new exhibit, WaterWorks
- Opening Teaching Garden first week of May



### LVVWD CONTRIBUTION



Figures shown in million dollars





**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
MAY 2, 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  
Chris Giunchigliani  
Marilyn Kirkpatrick  
Lawrence Weekly

DIRECTORS ABSENT Larry Brown

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.lvwwd.com/apps/agenda/lvwwd/index.cfm](http://www.lvwwd.com/apps/agenda/lvwwd/index.cfm)*

There were no speakers.

**ITEM NO.**

**1. Approval of Agenda & Minutes**

FINAL ACTION: A motion was made by Director Giunchigliani 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 regular meeting of April 4, 2017. The motion was approved.

**CONSENT AGENDA Items 2 - 3 are routine and can be taken in one motion unless a Director requests that an item be taken separately.**

- 2. 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 Las Vegas Boulevard Improvements Stewart Avenue to Charleston Boulevard Phase 1 Project.**
- 3. Approve and authorize the General Manager to sign an amendment to the existing agreement between FTCD, LLC, and the District to provide design and construction of the West Craig 2635 Zone North Pipeline for an increased amount not to exceed \$196,000.**

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

**BUSINESS AGENDA**

- 4. Approve and authorize the General Manager to sign an agreement between CH2M HILL Engineers, Inc., and the District to provide professional engineering services for miscellaneous civil, electrical, mechanical, and control systems projects for an annual amount not to exceed \$175,000 for the period from July 1, 2017, through June 30, 2018, and authorize renewal for four additional one-year periods.**

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

5. Approve and authorize the General Manager to sign an agreement between HDR Engineering, Inc., and the District to provide professional engineering services for miscellaneous civil, electrical, mechanical, and control systems projects for an annual amount not to exceed \$125,000 for the period from July 1, 2017, through June 30, 2018, and authorize renewal for four additional one-year periods.

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

6. Award Contract No. C1434, Pipeline Replacement, Vegas Drive, Pyramid Drive to Tonopah Drive, to Capriati Construction Corporation, Inc., for the amount of \$2,583,780.87, authorize a change order contingency amount not to exceed \$250,000.00, and authorize the General Manager to sign the construction agreement.

FINAL ACTION: A motion was made by Vice President Sisolak to award the contract. The motion passed.

**COMMENTS BY THE GENERAL PUBLIC**

There were no speakers.

**Adjournment**

There being no further business to come before the board, the meeting adjourned at 9:07 a.m.

APPROVED:

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Mary Beth Scow, President

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John J. Entsminger, General Manager

Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.

**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
SPECIAL MEETING  
MAY 15, 2017  
MINUTES**

CALL TO ORDER 9:46 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 (entered at item #2)  
Marilyn Kirkpatrick

DIRECTORS ABSENT Lawrence Weekly

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

OTHERS PRESENT None

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

**COMMENTS BY THE GENERAL PUBLIC**

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

There were no speakers.

**ITEM NO.**

**1. Approval of Agenda & Minutes**

FINAL ACTION: A motion was made by Vice President Sisolak to approve the agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items. The motion was approved.

**2. Conduct a Public Hearing on the Tentative Budget for the Las Vegas Valley Water District and subsequently adopt a Final Budget for fiscal year 2017-18.**

John Entsminger, General Manager, presented the District's Fiscal Year 2017-2018 Tentative Budget. A copy of his presentation is attached to these minutes.

President Scow opened the public hearing. As there were no comments from the public, the hearing was closed.

Vice President Sisolak commented on the Springs Preserve's performance of reducing its deficit and its contribution from the District. He also encouraged present and future boards to continue to invest in maintenance of our water system's infrastructure.

President Scow commented on the success of the reserve fund and asked about the timeline of some of the Strip corridor projects. Mr. Entsminger stated that much of the timeline is driven by outside entities and agencies, and as they move forward with their projects, the District will perform its maintenance work at the same time, to minimize the impact on traffic and the overall Strip corridor.

Director Giunchigliani followed up and asked how the District becomes informed of these planned projects. Dave Johnson, Deputy General Manager, Engineering/Operations, stated that the District works closely with the City of Las Vegas and Clark County and is informed of project outlooks. Director Giunchigliani asked if pedestrian bridges would trigger infrastructure work, and Mr. Johnson stated that was dependent on the project.

FINAL ACTION: A motion was made by Director Brager to approve the Final Budget for the Fiscal Year 2017-2018. 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 9:59 a.m.

APPROVED:

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Mary Beth Scow, President

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John J. Entsminger, General Manager

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Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.**



## BUDGET HEARING | Fiscal Year 2017-18

### 2016 -17 HIGHLIGHTS

- Delivered 74 billion gallons of water with less than 5 percent loss
  - 393,000 of services maintained
  - 357,000 calls received
  - 290,000 feet of pipe installed and inspected
- Over the past two years, refunding activities have resulted in more than \$70 million of net present value savings
- Board of Directors adopted a new 10-Year Capital Improvement Plan
- Completed a citizens advisory committee process that evaluated water rates, service rules, water conservation and business practices

### RATES & RULES ADVISORY COMMITTEE

The Board of Directors adopted the committee's 11 recommendations, including:

- Modest increases to LVVWD rates to fund a 10-year capital plan
- Segregated Facility Connection Charge revenue to achieve reserve targets faster
- Plan to fund approximately 50 percent of 10-year capital program with debt
- A long-term, sustainable solution to generating sufficient revenue to avoid rate shock

### 2017-18 INITIATIVES

- Provide superior levels of Customer Service (enhanced website, more mobile functions, increased responsiveness)
- Protect water quality by prioritizing 11,000 meters for immediate inclusion in the backflow retrofit program
- Construct new facilities to benefit new and existing customers
- Celebrate the 10<sup>th</sup> birthday of the Springs Preserve with new exhibits and events
- Continue enhanced Asset Management Program

## ASSET MANAGEMENT

### ASSET MANAGEMENT: CURRENT ENVIRONMENT

Compared to other similar-sized utilities, the overall state of LVVWD infrastructure is good:

- Young distribution system (average age: 22 years)
- Low water losses (less than 5 percent non-revenue water)
- Implemented comprehensive Asset Management program
- Sustainable, stable revenue outlook
- In 2016, collected and monitored more than 56,400 water samples from Lake Mead and the distribution system; 367 sampling stations; conducted more than 287,600 analyses

### ASSET MANAGEMENT: FUNDING

This year's budget includes \$86 million for capital projects:

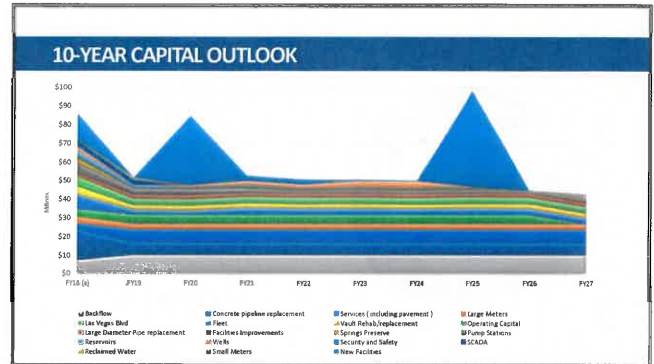
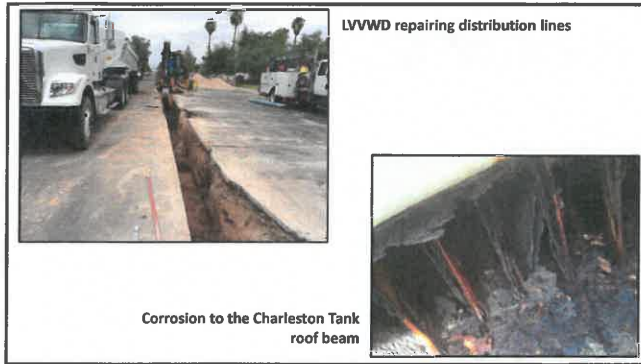
- Concrete pipeline replacements
- Service line replacements
- Increased backflow retrofits
- SCADA improvements
- Vehicle replacements
- Well improvements



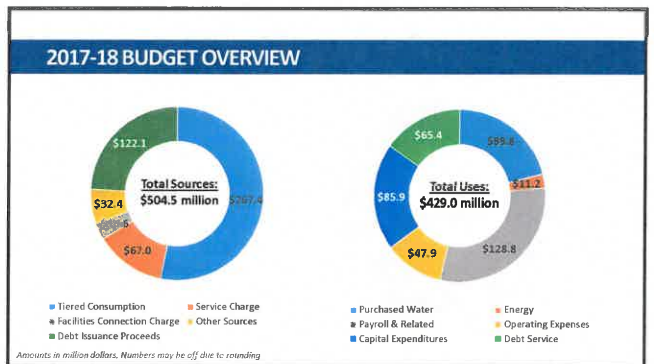
LVVWD crews performing meter replacements



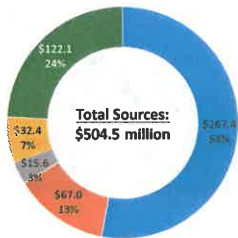
Crews address a main break on Las Vegas Boulevard



## 2017-18 BUDGET



## LVVWD SOURCES OF FUNDS



Amounts in million dollars. Numbers may be off due to rounding

## LVVWD SOURCES OF FUNDS

Sources	Actual 2015-16	Budget 2016-17	Tentative Budget 2017-18	Budget-to- Budget Variance
Tiered Consumption	\$ 251.0	\$ 255.9	\$ 267.4	\$ 11.5
Service Charge	62.8	62.5	67.0	4.5
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<b>LVVWD Sources</b>	<b>\$ 358.3</b>	<b>\$ 383.9</b>	<b>\$ 504.5</b>	<b>\$ 120.6</b>

Amounts in million dollars. Numbers may be off due to rounding

## LVVWD USES OF FUNDS



Amounts in million dollars. Numbers may be off due to rounding

## LVVWD USES OF FUNDS

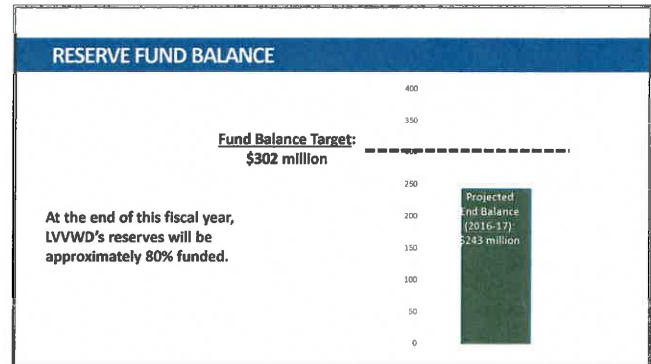
Uses	Actual 2015-16	Budget 2016-17	Tentative Budget 2017-18	Budget-to- Budget Variance
Purchased Water	\$ 87.1	\$ 87.5	\$ 89.8	\$ 2.3
Energy	9.8	11.8	11.2	(0.6)
Payroll & Related	120.0	120.6	128.6	8.2
Operating Expenses	35.2	49.6	47.9	(1.7)
Capital Expenditures	32.2	54.1	85.9	31.8
Debt Service	58.8	59.7	65.4	5.7
<b>LVVWD Uses</b>	<b>\$ 343.1</b>	<b>\$ 383.2</b>	<b>\$ 429.0</b>	<b>\$ 45.8</b>

Amounts in million dollars. Numbers may be off due to rounding



BUDGET SUMMARY				
	Actual 2015-16	Budget 2016-17	Tentative Budget 2017-18	Budget-to Budget Variance
<b>Sources</b>				
Tiered Consumption	\$ 251.0	\$ 255.9	\$ 267.4	\$ 11.5
Service Charge	62.8	62.5	67.0	4.5
Backflow Charge	9.0	8.9	10.6	1.7
Reclaimed Water	6.8	7.2	7.7	0.5
Other Water Bill Charges	5.2	5.5	5.3	(0.3)
Facilities Connection Charge	13.2	17.8	15.6	(2.2)
Application & Inspection Fees	2.4	3.6	3.0	(0.7)
Investment Income	2.8	1.5	2.7	1.1
Springs Preserve	2.6	2.5	3.0	0.5
<b>Subtotal</b>	<b>\$ 355.9</b>	<b>\$ 365.5</b>	<b>\$ 382.4</b>	<b>\$ 16.9</b>
Debt Issuance Proceeds	2.4	38.4	122.1	103.7
<b>LVVWD Sources</b>	<b>\$ 358.3</b>	<b>\$ 383.9</b>	<b>\$ 504.5</b>	<b>\$ 120.6</b>
<b>Uses</b>				
Purchased Water	\$ 87.1	\$ 87.5	\$ 89.8	\$ 2.3
Energy	9.8	13.8	13.2	(0.6)
Payroll & Related	120.0	120.6	128.8	8.2
Operating Expenses	35.2	49.6	47.9	(1.7)
Capital Expenditures	32.2	54.1	85.9	31.8
Debt Service	58.8	59.7	65.4	5.7
<b>LVVWD Uses</b>	<b>\$ 343.1</b>	<b>\$ 383.2</b>	<b>\$ 429.0</b>	<b>\$ 45.8</b>
<b>LVVWD Net Surplus/(Deficit)</b>	<b>\$ 15.2</b>	<b>\$ 0.7</b>	<b>\$ 75.5</b>	

Intervale is an estimate only. Numbers may be off due to rounding.



## 2017-18 BUDGET SUMMARY

- Uses of funds are up 12%, which reflects an increase in capital expenditures (Board-adopted 10-Year Capital Improvement Plan)
- Asset management remains a top priority
- This budget realizes \$4.7 million in debt service refunding savings
- The budget is stable with a sustainable outlook



## 2016-17 HIGHLIGHTS

Fiscal Year 2016-17 (YTD compared to previous fiscal year):

- 4 percent increase in General Admission revenue
- 38 percent increase in meetings and private events
- 18 percent increase in retail sales
- 10 increase in train revenue
- 12 percent increase in Butterfly Habitat revenue

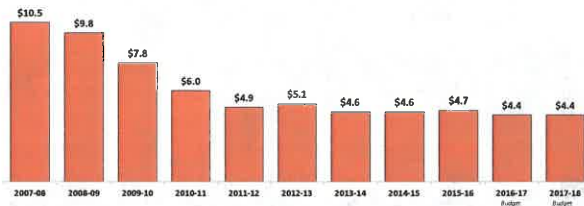
## 2017-18 INITIATIVES

*Celebrating 10<sup>th</sup> Birthday all year long!*

- Opened next exhibit, Boomtown 1905
- Completed work on trails system
- Finishing work on new exhibit, WaterWorks
- Hosting field trip students in new Teaching Garden



## LVVWD CONTRIBUTION



Figures shown in million dollars

WE'RE ALL CONNECTED THROUGH WATER



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

June 6, 2017

<b>Subject:</b> Proclamation	<b>Director's Backup</b>
<b>Petitioner:</b> Julie A. Wilcox, Deputy General Manager, Administration	
<b>Recommendations:</b> That the Board of Directors issue a proclamation recognizing the Springs Preserve’s 10-Year Anniversary.	

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

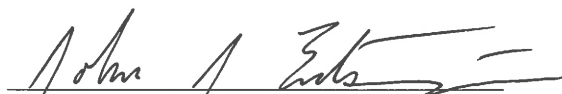
The Springs Preserve first opened its doors to the public on June 8, 2007, and has since served the community as a one-of-a-kind facility that commemorates Las Vegas' dynamic history and promotes environmental conservation, preservation and sustainability.

Over the last decade, the Springs Preserve has grown to include two museums, eight galleries, an 8-acre demonstration garden, a 121-acre natural area, a 7-acre recreated wetlands area, and miles of hiking and biking trails. Known to many as the birthplace of Las Vegas, the facility offers an opportunity for the community to come together and experience history, culture, education, and the natural outdoors that surrounds us.

At this time, the Board of Directors is being asked to recognize the Springs Preserve's 10th anniversary by issuing a proclamation celebrating this community resource.

This action is authorized pursuant to Section 29 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 agenda item.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:JAW:AMB:KH:kf

AGENDA  
ITEM #

2

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

June 6, 2017

<b>Subject:</b> Amendment	<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 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.	

**Fiscal Impact:**

None by approval of the above recommendation.

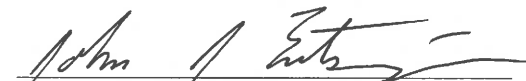
**Background:**

On July 25, 1988, the Board of Directors approved a cooperative agreement between the City of Boulder City (City) and the District for water service to District customers residing adjacent to the Lake Mead National Recreation Area (LMNRA). On July 7, 2015, upon expiration of the 1988 agreement, the Board approved a cooperative agreement between the City and the District for continued water service to those existing District customers and to other existing and future developments in and surrounding the LMNRA for a 20-year period. Water facilities outside of the City limits continue to be operated and maintained by the District and the City continues to bill the District at the established rates, with no additional charges.

If approved, the attached Amendment No. 1 would increase domestic water service to the District from the City up to a maximum of 160 gallons per minute (GPM) from the previously approved 75 GPM. All other terms and conditions of the 2015 agreement would remain unchanged.

This amendment is being entered into pursuant to NRS 277.045 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 amendment.

Respectfully submitted:

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

AGENDA ITEM #
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3

**RESOLUTION NO. 6618**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING AMENDMENT NO. 15-1548A BETWEEN THE CITY OF BOULDER CITY AND THE LAS VEGAS VALLEY WATER DISTRICT FOR THE SALE OF WATER TO BE USED OUTSIDE THE CITY LIMITS OF BOULDER CITY**

**WHEREAS,** NRS 277.045 provides that two or more political subdivisions may enter into cooperative agreements for the performance of any governmental function; and

**WHEREAS,** the City is authorized to serve potable water to customers outside its boundaries; and

**WHEREAS,** on July 14, 2015, City Council approved Agreement No. 15-1548 with the Las Vegas Valley Water District obtaining potable water service from the City for resale to their existing customers located generally in the Lake Mead National Recreation Area and to other existing and future developments outside the boundaries of the City; and

**WHEREAS,** Agreement No. 15-1548 provided the Las Vegas Valley Water District with 75 gpm of continuous flow for domestic services and a maximum of 1500 gpm for fire flows; and

**WHEREAS,** the District is desirous to increase the continuous flow for domestic services to 160 gpm to accommodate a proposed development adjacent to 1800 E US Highway 93 South; and

**WHEREAS,** the City has sufficient capacity in its existing water main, limited by unreasonable unforeseen events, to satisfactorily serve the needs of its regular customers, as well as the proposed increase from the Las Vegas Valley Water District.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Amendment No. 15-1548A between the City of Boulder City and the Las Vegas Valley Water District for the sale of water to be used outside the City limits of Boulder City; and

**DATED and APPROVED** this 25<sup>th</sup> day of April, 2017.



Rodney Woodbury, Mayor

**ATTEST:**



Lorene Krumm, City Clerk

**COOPERATIVE AGREEMENT**

**AMENDMENT NO. 1**

THE AGREEMENT, made and entered into on July 14, 2015 by and between the CITY OF BOULDER CITY (hereinafter referred to as "City") and the LAS VEGAS VALLEY WATER DISTRICT, (hereinafter referred to as "District"), a political subdivision of the State of Nevada, located within Clark County, Nevada, is hereby amended as set forth below, WITNESSETH:

**ARTICLE I, PARAGRAPH 1 IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:**

1R. To provide water service to District up to a maximum of 160 GPM for domestic service, and 1500 GPM for fireflow. Additional water service for construction water or temporary service will be determined by City on a case by case basis. Water service will be at a quality and pressure similar to that furnished inside the City at the point of connection, which will be the water meter located at or near City's boundary. City shall not be responsible for pressures or quality downstream of the meter.

All other terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

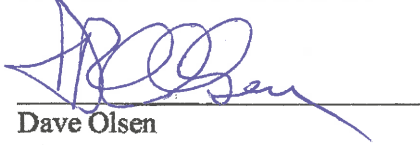
APPROVED AS TO FORM:

LAS VEGAS VALLEY WATER DISTRICT

  
Gregory J. Walch  
General Counsel

\_\_\_\_\_  
Mary Beth Scow  
President

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Dave Olsen", written over a horizontal line.

Dave Olsen  
City Attorney

CITY OF BOULDER CITY

A handwritten signature in black ink, appearing to read "Rodney Woodbury", written over a horizontal line.

Rodney Woodbury  
Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Lorene Krumm", written over a horizontal line.

Lorene Krumm  
City Clerk

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

June 6, 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 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.	

**Fiscal Impact:**

None by approval of the above recommendation.

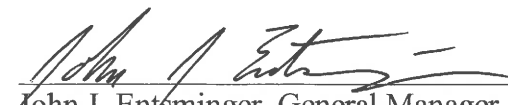
**Background:**

The City of Henderson (City) has submitted plans to the District for a detention basin project that requires adjustments to and replacement of the existing District-owned valves within the Pittman North Detention Basin Phase 3, Project #125479 (Project). This Project is located on Bermuda Road, south of Saint Rose Parkway, as generally shown on Attachment A.

If approved, the attached Interlocal Agreement No. 116328 provides the terms and conditions for the adjustments to and replacement of District-owned water facilities at the City's sole expense. During construction, the City will ensure payment for all construction water use. Upon completion of the Project, the District shall retain ownership of the water facilities.

This agreement is being entered into pursuant to NRS 277.045 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:

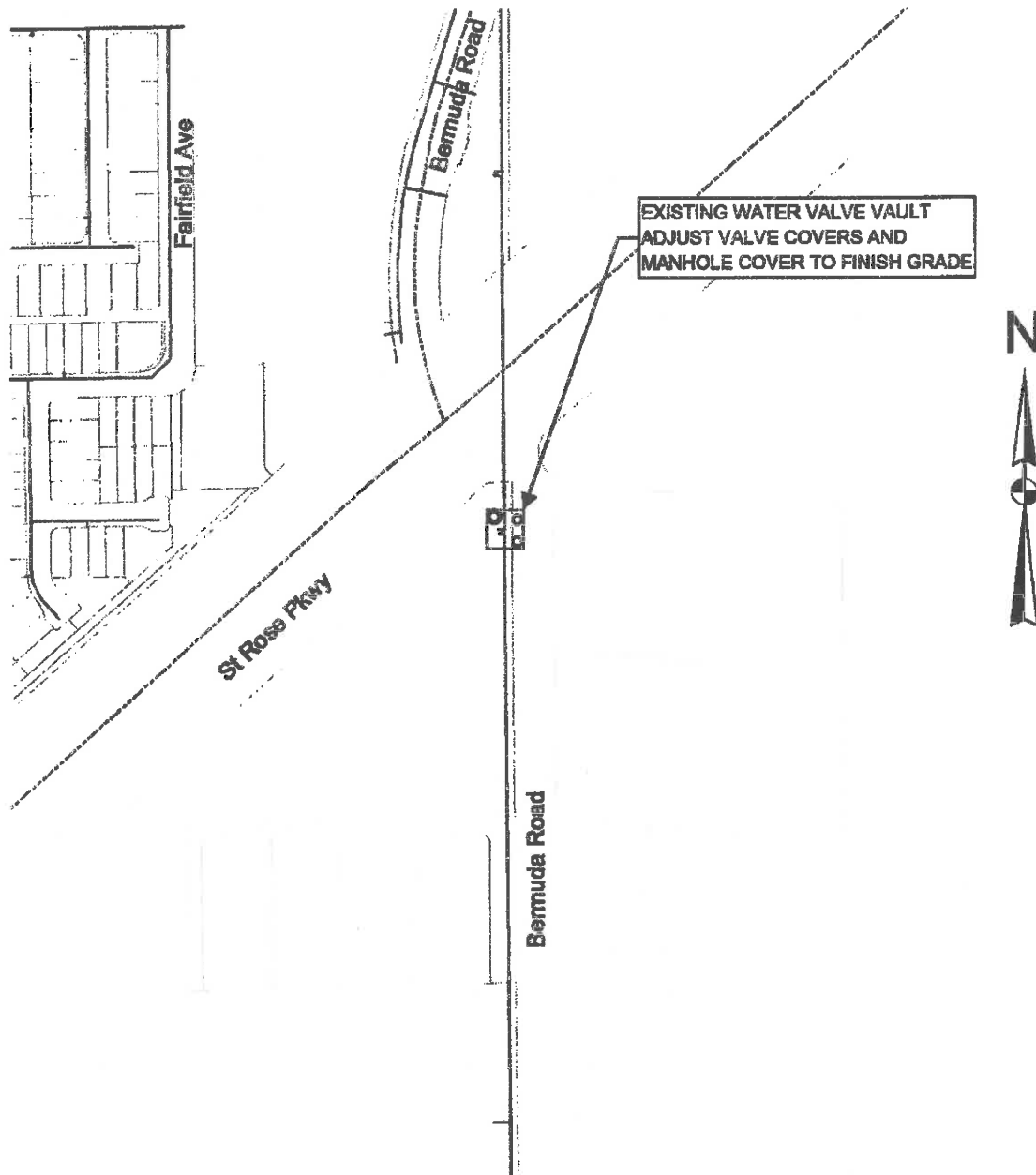
  
John J. Entsminger, General Manager  
JJE:DLJ:GPK:DJM:dmr  
Attachments

AGENDA ITEM #
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4



**COH PITTMAN NORTH DETENTION BASIN  
PHASE 3  
PROJECT # 125479**



**INTERLOCAL AGREEMENT FOR  
CITY OF HENDERSON  
PITTMAN NORTH DETENTION BASIN PHASE 3  
PROJECT NO. 125479**

THIS AGREEMENT made and entered into by and between the CITY OF HENDERSON, a political subdivision 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 detention basin on Bermuda Road, south of St. Rose Parkway, Project Number 125479, which is designated as a regional flood control improvement project; and

WHEREAS, the CITY desires to design and construct adjustments, relocations, and other appurtenant work as part of said project within the DISTRICT's service area; and

WHEREAS, the CITY and DISTRICT desire to coordinate construction of the improvements in a cost-effective manner pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

**ARTICLE I**

**The CITY AGREES:**

- A. To provide engineering services for the design and construction of installation of water facilities and other appurtenant work and associated appurtenances, hereinafter called "WATER FACILITIES", within the DISTRICT's service area at its sole cost and expense, as shown on the plans entitled:

**PITTMAN NORTH DETENTION BASIN PHASE 3  
Storm Drain Plan & Profile**

- B. To abide by Nevada Revised Statutes, Nevada Administrative Code and the policies and directives of the State of Nevada-Bureau of Health, in all respects governing potable water systems pertinent to work performed by the CITY as it relates to construction of WATER FACILITIES.

- C. To design, survey and construct said WATER FACILITIES in conformance with DISTRICT specifications and DISTRICT-approved plans at its sole cost and expense.
- D. To provide two copies of the DISTRICT-approved off-site improvement plans plus reproducible Mylars and AutoCAD Version 10 or later .DWG file, for those sheets with WATER FACILITIES to be installed, modified, or removed, to the DISTRICT two weeks prior to the preconstruction conference.
- E. To provide engineering services to review and process shop drawings and cut sheets, when specified on the approved drawings. The DISTRICT will have a minimum seven (7) calendar day review period prior to the shop drawings being returned to the contractor. The CITY, at its sole cost and expense, will provide to the DISTRICT three complete bound sets of final approved shop drawings for items incorporated into the work within seven (7) calendar days of receipt from the contractor.
- F. No construction of WATER FACILITIES will commence until improvement plans are approved for construction in writing by the DISTRICT. DISTRICT approval shall be indicated by an authorized DISTRICT signature on each sheet of the improvement plans which show construction of WATER FACILITIES. Any subsequent revisions or modifications to the WATER FACILITIES will require additional written authorization of the revision or modification by the DISTRICT prior to construction.
- G. To allow the DISTRICT to review and take appropriate action on all subsequent revisions or modifications to the approved plans which involve the WATER FACILITIES prior to the construction of WATER FACILITIES. No construction based on such revised or modified plans shall be commenced on WATER FACILITIES until the DISTRICT has approved the revisions.
- 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. To comply with the DISTRICT'S Service Rules, standards, and specifications as they pertain to the construction of WATER FACILITIES.
- J. 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. Any connection to an existing main which may cause interruption of service shall be at the times specified by the DISTRICT on the approved drawings.

- L. Any interruption of service must be approved in writing prior to the start of construction. Interruption of service will generally be authorized to occur between the hours of 10:00 p.m. and 6:00 a.m., Sunday through Thursday, with 24 hours advance notice given to affected customers by the CITY's contractor in the presence of a DISTRICT representative. The CITY shall require the contractor to provide a schedule for service interruptions. Temporary feeds may be required depending on the customer's water needs.
- M. 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.
- N. 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.
- O. To provide all contract administration for the WATER FACILITIES at its sole cost and expense.
- P. 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, may be used by the DISTRICT to deliver water to other real property as determined by the DISTRICT.
- Q. All water will be taken through metered service connections, in accordance with DISTRICT's Service Rules. The CITY will require its contractor to install all meters in a timely manner.
- 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.

## ARTICLE II

### DISTRICT AGREES:

- A. To review and take appropriate action in a timely manner on improvement plan submittals and contract modifications affecting the WATER FACILITIES for the project designed in accordance with the provisions of this Agreement.
- B. To not unreasonably delay or withhold written approval of construction plans.

- C. To provide inspection services in a timely manner for all DISTRICT-approved WATER FACILITIES work completed and materials incorporated into the work to insure the requirements and intention of the plans and specifications are met, and report directly to the CITY's designated representative.
- D. Upon completion of construction of the WATER FACILITIES, the DISTRICT shall provide its acceptance of the WATER FACILITIES by written notice to the CITY. Such written acceptance by the DISTRICT shall serve as the DISTRICT's final approval of the completion of the WATER FACILITIES and fulfillment by the CITY of all requirements of this Agreement, to thereafter operate and maintain WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT's Service Rules as the same are established and amended.

### ARTICLE III

#### IT IS MUTUALLY AGREED:

- A. This agreement will pertain to the CITY's Pittman North Detention Basin Phase 3, Project Number 125479, which indicates the adjustment and replacement of DISTRICT facilities. Plans will be approved for construction by an authorized DISTRICT signature on each sheet of improvement plans which show construction of WATER FACILITIES. Any subsequent revisions or modifications to WATER FACILITIES will require additional written authorization of the revision or modification by the DISTRICT prior to construction.
- B. Construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT's Service Rules.
- C. The DISTRICT and the CITY will coordinate project design, construction, and construction inspection in a joint effort to insure timely completion of all work.
- 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 diligently 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. The CITY will provide the DISTRICT a minimum of 48 hours for review and response to special designs for changes to DISTRICT facilities required during construction. In the event of an emergency situation the DISTRICT will review changes on a priority basis. Said special designs must be submitted to the DISTRICT's Engineering Services Division and approved prior to construction of the work.
- G. The CITY's contract documents will require that all liability insurance be obtained by the contractors and identify both the CITY and the DISTRICT as additional insureds.
- H. The DISTRICT will be responsible for any loss, damage, liability, cost, or expense, except those exempted by law, caused by the actions or inactions of its employees or agents arising under this Agreement and any action taken pursuant to this Agreement.
- I. 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 or 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, judgments, 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.
- J. 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.
- K. This Agreement represents the entire understanding of the CITY and the DISTRICT relative to the adjustment and relocation of existing WATER FACILITIES in conjunction with the CITY's project.
- L. 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.
- M. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- N. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

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

DATE OF COUNCIL ACTION:

\_\_\_\_\_

CITY OF HENDERSON

LAS VEGAS VALLEY WATER DISTRICT

\_\_\_\_\_  
Andy A. Hafen, Mayor

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Sabrina Mercadante, MMC, City Clerk

\_\_\_\_\_  
John J. Entsminger, Secretary

APPROVED AS TO LEGALITY AND FORM: APPROVED AS TO FORM:

\_\_\_\_\_  
Josh Reid, City Attorney

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

APPROVED AS TO FINANCE:

\_\_\_\_\_  
Richard A. Derrick, Chief Financial Officer

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

June 6, 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 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.	

**Fiscal Impact:**

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


**Background:**

On December 6, 2011, the Board of Directors approved an agreement with Wunderlich-Malec Engineering, Inc. (WME), for system integrator services for programmable logic controller, distributed process controller, and human machine programming for the District's conversion from Allen Bradley PLC and Bristol Babcock DPC controllers to Allen Bradley ControlLogix controllers. These controllers regulate the function of pumps, valves, chlorination equipment, and flow equipment. The conversion included approximately 80 sites containing pumping stations and wells. Replacement of obsolete controllers with diminishing parts availability eliminated the need for remote terminal units, resulting in reduced maintenance costs. While providing services associated with this agreement, WME has acquired valuable knowledge of the District's control system and procedures.

If approved, the attached Professional Services Agreement would provide funding for technical services required for support in maintaining the District's control system. Due to its familiarity with the system for ongoing control system updates, WME's support in maintaining the control system would eliminate the added expense of a new contractor's learning curve. WME would submit proposals for each individual project to ensure competitive pricing and adequate timing, which allows projects budgeted each fiscal year to be based on merit and staff availability.

This agreement is being entered into pursuant to NRS 332.115(1)(b) 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:MSB:SAP:JWC:BC:am  
Attachments

AGENDA  
ITEM #

5



## 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>		Wunderlich-Malec Engineering, Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		6101 Blue Circle Drive		<b>Website:</b> www.wmeng.com		
<b>City, State and Zip Code:</b>		Eden Prairie, MN 55343		<b>POC Name and Email:</b> Karen Roiland Karen.Roiland@wmeng.com		
<b>Telephone No:</b>		952-933-3222		<b>Fax No:</b> 952-933-0608		
<b>Local Street Address:</b>		980 Mary Crest Road, Ste 283		<b>Website:</b> www.wmeng.com		
<b>City, State and Zip Code:</b>		Henderson, NV 89014		<b>Local Fax No:</b> 702-479-7991		
<b>Local Telephone No:</b>		702-479-7877		<b>Local POC Name Email:</b> Jason Moore Jason.moore@wmeng.com		
<b>Number of Clark County, Nevada Residents Employed:</b> 13						

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>
Wunderlich-Malec Engineering, Inc. Employee		
Stock Ownership Plan and Trust		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.

Karen R. Roiland  
 Signature  
 Chief Financial Officer

Karen R. Roiland

Print Name  
 2/7/2017

## 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			

"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:

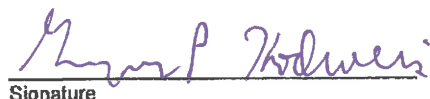
☒ No Disclosure

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

Greg Kodweis - Infrastructure Mgmt

Print Name

Authorized Department Representative

## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), by and between WUNDERLICH-MALEC ENGINEERING, INC., hereinafter called “CONSULTANT,” and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called the “DISTRICT.” The CONSULTANT and the DISTRICT are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.” The term “DISTRICT” also refers to staff of the DISTRICT acting within their designated authority and duties.

### **WITNESSETH:**

WHEREAS, the DISTRICT desires to obtain professional services as more specifically described herein, and

WHEREAS, the CONSULTANT is properly qualified and desires to provide the professional services required by the DISTRICT, and

WHEREAS, the DISTRICT, in reliance on the CONSULTANT’s representations and proposals, agrees to retain the CONSULTANT, and the CONSULTANT agrees to furnish professional services to the DISTRICT, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

1. **SCOPE OF SERVICES:**

(a) The CONSULTANT shall provide any requested Services or Work as specified in one or more Ordering Documents, as described and within the time indicated in the Ordering Document, which may be attached and made a part of this Agreement. The DISTRICT’S

Infrastructure Management Director is authorized to make administrative changes and changes to the scope of work of an Ordering Document within the monetary limits of Section Four.

(b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to the DISTRICT's directions respecting priorities. The CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All of the Services shall be performed by the CONSULTANT or an approved subcontractor or subconsultant.

(c) In performing Services under this Agreement, the CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. The CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.

(d) The CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States, the State of Nevada, Clark County, the DISTRICT, or any other political subdivision of the State of Nevada.

2. PERIOD OF PERFORMANCE:

A contract year under this Agreement shall be from July 1 through June 30 of the succeeding year. The initial term of this Agreement shall be from July 1, 2017, through June 30, 2018. The DISTRICT retains the right to extend this Agreement for four additional one-year periods.

3. COMPENSATION:

(a) In consideration for completion of all duties and responsibilities under this Agreement, the DISTRICT agrees to pay the CONSULTANT, in accordance with **Exhibit A**, for Work completed to the DISTRICT's satisfaction.

(b) The CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to the DISTRICT in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors or subconsultants used by the CONSULTANT shall be included.

(c) The DISTRICT shall pay invoiced amounts from the CONSULTANT based on the fees set forth in **Exhibit A** within thirty 30 calendar days after the date the invoice is received and approved by the DISTRICT.

(d) The DISTRICT may dispute a payment or portion thereof that is due before or after the DISTRICT pays the invoice.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed three hundred thousand dollars (\$300,000) per contract year.

5. TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by CONSULTANT shall constitute a truth-in-negotiation certification by CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the Agreement price was

increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the term of this Agreement.

6. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of the CONSULTANT to the DISTRICT hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

7. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby covenants, represents and warrants the following:

(a) All content developed on behalf of the DISTRICT, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the DISTRICT's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to the DISTRICT's engagement of CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and the DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.

(b) To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to the DISTRICT.

(c) CONSULTANT shall execute all documents and undertake all actions necessary to effect the clarification of ownership of all Work Product in and to the DISTRICT and to allow the DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 8.

(d) CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to, or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute the DISTRICT's Right in and to the Work Product.

8. INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to the DISTRICT all of the CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by the CONSULTANT or otherwise arising out of the CONSULTANT's Services or Work and related content by and for the benefit of the DISTRICT (including, without limitation, patents applications, issued patents, prototypes for the purpose of same, and other associated

derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by the DISTRICT, for the DISTRICT's own use and benefit and for the use and benefit of the DISTRICT's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

9. INTERPRETATION:

The Parties agree that neither Party shall be deemed the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either Party as drafter of this Agreement.

10. CONFLICT OF INTEREST:

During the course of performance of this Agreement, the CONSULTANT will not contract with any client whose interest is adverse to or would require the CONSULTANT to take a position contrary to that of the Las Vegas Valley Water District and/or the Southern Nevada Water Authority.

11. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

The CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has the CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or



bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, the DISTRICT shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

12. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

(a) No officer, employee, or member of the governing body of the DISTRICT shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.

(c) No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

13. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

(a) The CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.

(b) The cost necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the DISTRICT as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. The fact that the DISTRICT has accepted or approved the CONSULTANT's Work shall in no way relieve the CONSULTANT of any of its responsibilities.

14. INDEMNIFICATION:

(a) CONSULTANT shall indemnify, hold harmless, and defend without cost to the DISTRICT, its Board of Directors and its officers, agents, and employees ("DISTRICT parties), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way incidental to CONSULTANT's provision of Services or Work under this Agreement. This indemnification includes, but is not limited to, claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or subconsultants, or of third parties; harassment or discrimination or any theory of joint or dual employment by the CONSULTANT's employees, agents, subcontractors or subconsultants, arising out of the Services or Work under this Agreement; negligence, whether active, passive or contributory, of the DISTRICT Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. The DISTRICT Parties may assume, at their sole option, control of the defense, appeal, or settlement of any third-party claim for which CONSULTANT has indemnified the DISTRICT Parties by giving written

notice of the assumption to CONSULTANT. The DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified the DISTRICT Parties without the prior written consent of CONSULTANT, which consent shall not be unreasonably withheld, conditioned, or delayed. The indemnification provided by CONSULTANT to the DISTRICT Parties applies to all insurance policies of the CONSULTANT, whether primary, excess, or umbrella coverage is provided to the CONSULTANT.

(b) Notwithstanding any other clause in this Agreement to the contrary, the maximum liability of CONSULTANT, including all of its affiliates, under this Agreement or for the performance of the Services or the Work shall not exceed two million dollars (\$2,000,000).

15. INSURANCE:

(a) General:

1. The CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to the DISTRICT, nor shall the CONSULTANT allow any subcontractor or subconsultant to commence Work until all similar insurance required of the subcontractor or subconsultant has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify the DISTRICT of any changes to their insurance coverage.

2. DISTRICT shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, and excess and/or umbrella liability policies. In the event of a loss arising out of or related to

the performance of the Work by CONSULTANT or its subcontractor(s) or subconsultant(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to the DISTRICT, regardless of how the "other insurance" provisions may read. The CONSULTANT agrees to waive its rights of subrogation against the DISTRICT, and CONSULTANT's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

*The Las Vegas Valley Water District its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed.*

3. The DISTRICT shall also be named as an additional insured under the subcontractor's or subconsultant's insurance policy, except for subcontractor's Professional Liability Insurance. Any deviation from the required insurance requirements will need to be approved by the DISTRICT in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of the CONSULTANT's or subcontractor's or subconsultant's liability for claims arising out of this Agreement. CONSULTANT and subcontractor or subconsultant shall be responsible for insuring all of its own personal property, tools and equipment.

4. If the CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, the DISTRICT shall have the right, if the DISTRICT so chooses, to procure and maintain the required insurance in the name of the CONSULTANT with the DISTRICT as an additional

named insured. The CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event the CONSULTANT fails to pay the cost, the DISTRICT has the right to set off any sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.

5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of the DISTRICT.

(b) Evidence of Insurance:

1. CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

2. Within 10 working days after the Effective Date, the CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of the DISTRICT, CONSULTANT to provide a copy of all insurance policies required under this Agreement.

3. Renewal certificates shall be provided to the DISTRICT not later than 15 days prior to the expiration of policy coverage.

4. All insurance policies shall require the insurer to provide a minimum of sixty (60) calendar days' prior notice to the DISTRICT for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide thirty (30) days' prior notice.

(c) Insurance Coverages:

1. Commercial General Liability Insurance:

CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

2. Business Automobile Insurance:

CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

3. Workers Compensation & Employers Liability Insurance:

CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance the CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease.

CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event the CONSULTANT is permissibly self-insured for workers'

compensation insurance in the State of Nevada, the CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

4. Professional Liability Insurance:

CONSULTANT shall maintain professional liability insurance applicable to the CONSULTANT's Services or Work as set forth in this Agreement, with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two (2) years after completion of the CONSULTANT's Work as set forth in this Agreement.

5. Cyber and Technology Liability Insurance:

CONSULTANT shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

16. TERMINATION:

The DISTRICT's General Manager, his/her designee and/or the CONSULTANT may terminate this Agreement on thirty (30) days prior written notice. In the case of termination by the DISTRICT, the DISTRICT shall pay the CONSULTANT for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to the DISTRICT.

17. REVIEWS:

(a) The CONSULTANT shall submit draft reports and other materials for review by the DISTRICT prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.

(b) The DISTRICT will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within ten (10) working days after receipt of the submission package, and the package will be returned to the CONSULTANT. Corrections and changes to the submission will be made by the CONSULTANT and resubmitted to the DISTRICT for approval within ten (10) working days after receipt. The final approval will be submitted to the CONSULTANT within five (5) working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

18. CONFIDENTIAL INFORMATION:

All DISTRICT information that is confidential pursuant to the Nevada Public Records Act, NRS Chapter 239, the Homeland Security Act, NRS Chapter 239C, or any other legal authority shall be treated as strictly confidential by the CONSULTANT.

CONSULTANT shall not disclose, directly or indirectly, to any other person, firm, corporation, association or entity that is not a Party to this Agreement, for any purpose whatsoever, any Confidential Information received under this Agreement, without the prior written consent of the DISTRICT. CONSULTANT shall disclose Confidential Information only to those of its employees, agents and independent contractors who have a need to know such information for the purpose of CONSULTANT satisfying its obligations under this Agreement and who are under a duty of confidentiality no less restrictive than CONSULTANT's duty. CONSULTANT will protect the DISTRICT's Confidential Information from unauthorized use,



access, or disclosure in the same manner as CONSULTANT protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. CONSULTANT shall use Confidential Information of the DISTRICT solely for the purpose of satisfying its obligations as expressly permitted under this Agreement.

The Parties acknowledge that it will be impossible to measure the damages that would be suffered by DISTRICT if CONSULTANT fails to comply with this Agreement and that, in the event of any such failure, the DISTRICT will not have an adequate remedy at law. CONSULTANT agrees that AUHTORITY shall be entitled to obtain a protective order, specific performance of CONSULTANT's obligations under this Agreement, immediate injunctive relief, or any other remedy.

19. USE OF MATERIALS:

(a) The DISTRICT shall make available to the CONSULTANT such materials from its files as may be required by the CONSULTANT in connection with its performance of Services under this Agreement. Such materials shall remain the property of the DISTRICT while in the CONSULTANT's possession.

(b) Upon termination of this Agreement, the CONSULTANT shall turn over to the DISTRICT any property of the DISTRICT in its possession and any calculations, notes, reports, or other materials prepared by the CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of the CONSULTANT used to execute the Work shall remain the property of the CONSULTANT.

20. DATA PRIVACY AND SECURITY:

(a) Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before

electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code, or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

(b) CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.

(c) CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.

(d) CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(e) CONSULTANT agrees to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information

transferred to CONSULTANT by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

21. RECORDS:

The CONSULTANT shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this Agreement, and shall make available to the DISTRICT for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

22. ASSIGNMENT:

The CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of the DISTRICT. If CONSULTANT assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

23. MODIFICATION OF AGREEMENT:

This Agreement may not be changed or modified except by written instrument executed by each Party or their designees.

24. SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

25. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

(a) The CONSULTANT and any subcontractor or subconsultant working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

(b) CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the DISTRICT may declare the CONSULTANT in breach of the Agreement, terminate the Agreement, and designate the CONSULTANT as non-responsible.

26. EQUAL EMPLOYMENT OPPORTUNITY:

(a) The CONSULTANT and any subcontractor or subconsultant working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, the CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

(b) The CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the DISTRICT upon the DISTRICT's request. The CONSULTANT is solely liable for failure to comply with this provision.

27. APPLICABLE LAW:

Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.

28. VENUE:

The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.

29. ATTORNEY'S FEES:

In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred.

30. NO THIRD PARTY RIGHTS:

This Agreement is not intended by the Parties to create any right in or benefit to parties other than the DISTRICT and the CONSULTANT. This Agreement does not create any third party beneficiary rights or causes of action.

31. WAIVER:

The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

32. CAPTIONS:

The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

33. COUNTERPARTS:

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

34. INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

35. NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind the CONSULTANT or DISTRICT, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:

Wunderlich-Malec Engineering, Inc.  
980 Mary Crest Rd., Suite B  
Henderson, NV 89014  
Attention: Jason Moore  
jason.moore@wmeng.com

To DISTRICT:

Las Vegas Valley Water District  
Attention: Matthew S. Brems, Maintenance Engineering  
Manager  
1001 South Valley View Boulevard  
Las Vegas, Nevada 89153  
matt.brems@lvvwd.com

When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

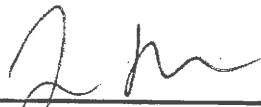
36. ELECTRONIC SIGNATURES:

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.


(Signatures on next page)

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

WUNDERLICH-MALEC ENGINEERING, LAS VEGAS VALLEY WATER DISTRICT INC.

	4-20-17		
_____ Jason Moore Manager	_____ Date	_____ John J. Entsminger General Manager	_____ Date

Approved as to form:

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



# EXHIBIT A

## SCOPE OF SERVICES

CONSULTANT is to provide technical services for miscellaneous automation projects for the Las Vegas Valley Water District (DISTRICT) Maintenance Engineering Division. These services include but are not limited to subject matter expertise consulting, preparation of construction documents which include design drawings and specifications, programming PLCs, HMIs, and SCADA, startup of facilities, and development of operating philosophy documentation all pertaining to the operation and maintenance of potable water distribution facilities. CONSULTANT is prepared to provide the following types of services on an as-needed, per-project basis.

The DISTRICT and CONSULTANT shall negotiate the specific terms of individual projects as such projects are identified by the DISTRICT in the form of a Statement of Work. The CONSULTANT's proposal in response to the Statement of Work shall be based upon the CONSULTANT's fees broken down by task and occupational title similar to that shown below.

### RATES AND FEES

	Title	Standard Hourly Rate	Number of Hours	Extension
Panel Drawings	Integrator 3	\$85	N/A	N/A
	Designer 4 (CAD)	\$65	N/A	N/A
	Project Manager	\$135	N/A	N/A
	QA/QC Integrator 8	\$135	N/A	N/A
IO Spreadsheet	Integrator 3	\$85	N/A	N/A
	QA/QC Integrator 8	\$135	N/A	N/A
	Project Manager	\$135	N/A	N/A
			N/A	N/A
PLC programming	Integrator 7	\$125	N/A	N/A
	QA/QC Integrator 8	\$135	N/A	N/A
	Project Manager	\$135	N/A	N/A
			N/A	N/A
HMI programming	Integrator 7	\$125	N/A	N/A
	QA/QC Integrator 8	\$135	N/A	N/A
	Project Manager	\$135	N/A	N/A
			N/A	N/A
Bench Testing	Integrator 7	\$125	N/A	N/A
	Integrator 3	\$85	N/A	N/A
	QA/QC Integrator 8	\$135	N/A	N/A
			N/A	N/A
Start Up/Troubleshooting	Integrator 7	\$125	N/A	N/A
	Integrator 3	\$85	N/A	N/A
	QA/QC Integrator 8	\$135	N/A	N/A
	Project Manager	\$135	N/A	N/A

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

June 6, 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 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.	

**Fiscal Impact:**

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

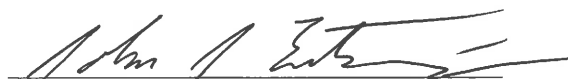
**Background:**

On December 6, 2011, the Board of Directors approved an agreement with George T. Hall Company, Inc. (GTH), for system integrator services for programmable logic controller, distributed process controller, and human machine programming for the District's conversion from Allen Bradley PLC and Bristol Babcock DPC controllers to Allen Bradley ControlLogix controllers. These controllers regulate the function of pumps, valves, chlorination equipment, and flow equipment. The conversion included approximately 80 sites containing pumping stations and wells. Replacement of obsolete controllers with diminishing parts availability eliminated the need for remote terminal units, resulting in reduced maintenance costs. While providing services associated with this agreement, GTH has acquired valuable knowledge of the District's control system and procedures.

If approved, the attached Professional Services Agreement would provide funding for technical services required for support in maintaining the District's control system. Due to its familiarity with the system for ongoing control system updates, GTH's support in maintaining the control system would eliminate the added expense of a new contractor's learning curve. GTH would submit proposals for each individual project to ensure competitive pricing and adequate timing, which allows projects budgeted each fiscal year to be based on merit and staff availability.

This agreement is being entered into pursuant to NRS 332.115(1)(b) 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:MSB:SAP:JWC:BC:am  
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 type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input checked="" 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>		George T. Hall Company					
<b>(Include d.b.a., if applicable)</b>							
<b>Street Address:</b>		1605 Gene Autry Way			<b>Website:</b> www.georgethall.com		
<b>City, State and Zip Code:</b>		Anaheim, CA 92805			<b>POC Name and Email:</b> Mike Howard mhoward@georgethall.com		
<b>Telephone No:</b>		714.939.7100			<b>Fax No:</b> 714.939.7110		
<b>Local Street Address:</b>		6625 S. Valley View Blvd. Suite 320			<b>Website:</b> www.georgethall.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89118			<b>Local Fax No:</b> 702.367.4090		
<b>Local Telephone No:</b>		702.367.2322			<b>Local POC Name Email:</b> Brick Oxford boxford@georgethall.com		
<b>Number of Clark County, Nevada Residents Employed:</b> Two							

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>
Charles Niemann	President	84
James Martin	VP Business Development	16

**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  
VP System Integration  
 Title

Michael Howard  
 Print Name  
2-1-2017  
 Date

## 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			

"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:

Greg Kodweis  
Signature

Greg Kodweis - Infrastructure Mgmt.  
Print Name  
Authorized Department Representative

## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), by and between GEORGE T. HALL COMPANY, INC., hereinafter called “CONSULTANT,” and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called the “DISTRICT.” The CONSULTANT and the DISTRICT are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.” The term “DISTRICT” also refers to staff of the DISTRICT acting within their designated authority and duties.

### **WITNESSETH:**

WHEREAS, the DISTRICT desires to obtain professional services as more specifically described herein, and

WHEREAS, the CONSULTANT is properly qualified and desires to provide the professional services required by the DISTRICT, and

WHEREAS, the DISTRICT, in reliance on the CONSULTANT’s representations and proposals, agrees to retain the CONSULTANT, and the CONSULTANT agrees to furnish professional services to the DISTRICT, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

#### **1. SCOPE OF SERVICES:**

(a) The CONSULTANT shall provide any requested Services or Work as specified in one or more Ordering Documents, as described and within the time indicated in the Ordering Document, which may be attached and made a part of this Agreement. The DISTRICT’S

Infrastructure Management Director is authorized to make administrative changes and changes to the scope of work of an Ordering Document within the monetary limits of Section Four.

(b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to the DISTRICT's directions respecting priorities. The CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All of the Services shall be performed by the CONSULTANT or an approved subcontractor or subconsultant.

(c) In performing Services under this Agreement, the CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. The CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.

(d) The CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States, the State of Nevada, Clark County, the DISTRICT, or any other political subdivision of the State of Nevada.

2. PERIOD OF PERFORMANCE:

A contract year under this Agreement shall be from July 1 through June 30 of the succeeding year. The initial term of this Agreement shall be from July 1, 2017, through June 30, 2018. The DISTRICT retains the right to extend this Agreement for four additional one-year periods.

3. COMPENSATION:

(a) In consideration for completion of all duties and responsibilities under this Agreement, the DISTRICT agrees to pay the CONSULTANT, in accordance with **Exhibit A**, for Work completed to the DISTRICT's satisfaction.

(b) The CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to the DISTRICT in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors or subconsultants used by the CONSULTANT shall be included.

(c) The DISTRICT shall pay invoiced amounts from the CONSULTANT based on the fees set forth in **Exhibit A** within thirty 30 calendar days after the date the invoice is received and approved by the DISTRICT.

(d) The DISTRICT may dispute a payment or portion thereof that is due before or after the DISTRICT pays the invoice.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed three hundred thousand dollars (\$300,000) per contract year.

5. TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by CONSULTANT shall constitute a truth-in-negotiation certification by CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the Agreement price was

increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the term of this Agreement.

6. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of the CONSULTANT to the DISTRICT hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

7. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby covenants, represents and warrants the following:

(a) All content developed on behalf of the DISTRICT, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the DISTRICT's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to the DISTRICT's engagement of CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and the DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.



(b) To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to the DISTRICT.

(c) CONSULTANT shall execute all documents and undertake all actions necessary to effect the clarification of ownership of all Work Product in and to the DISTRICT and to allow the DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 8.

(d) CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to, or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute the DISTRICT's Right in and to the Work Product.

8. INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to the DISTRICT all of the CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by the CONSULTANT or otherwise arising out of the CONSULTANT's Services or Work and related content by and for the benefit of the DISTRICT (including, without limitation, patents applications, issued patents, prototypes for the purpose of same, and other associated

derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by the DISTRICT, for the DISTRICT's own use and benefit and for the use and benefit of the DISTRICT's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

9. INTERPRETATION:

The Parties agree that neither Party shall be deemed the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either Party as drafter of this Agreement.

10. CONFLICT OF INTEREST:

During the course of performance of this Agreement, the CONSULTANT will not contract with any client whose interest is adverse to or would require the CONSULTANT to take a position contrary to that of the Las Vegas Valley Water District and/or the Southern Nevada Water Authority.

11. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

The CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has the CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or

bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, the DISTRICT shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

12. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

(a) No officer, employee, or member of the governing body of the DISTRICT shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.

(c) No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

13. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

(a) The CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.

(b) The cost necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the DISTRICT as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. The fact that the DISTRICT has accepted or approved the CONSULTANT's Work shall in no way relieve the CONSULTANT of any of its responsibilities.

14. INDEMNIFICATION:

CONSULTANT shall indemnify, hold harmless, and defend without cost to the DISTRICT, its Board of Directors and its officers, agents, and employees ("DISTRICT parties), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way incidental to CONSULTANT's provision of Services or Work under this Agreement. This indemnification includes, but is not limited to, claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or subconsultants, or of third parties; harassment or discrimination or any theory of joint or dual employment by the CONSULTANT's employees, agents, subcontractors or subconsultants, arising out of the Services or Work under this Agreement; negligence, whether active, passive or contributory, of the DISTRICT Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. The DISTRICT Parties may assume, at their sole option, control of the defense, appeal, or settlement of any third-party claim for which CONSULTANT has indemnified the DISTRICT Parties by giving written

notice of the assumption to CONSULTANT. The DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified the DISTRICT Parties without the prior written consent of CONSULTANT, which consent shall not be unreasonably withheld, conditioned, or delayed. The indemnification provided by CONSULTANT to the DISTRICT Parties applies to all insurance policies of the CONSULTANT, whether primary, excess, or umbrella coverage is provided to the CONSULTANT.

15. INSURANCE:

(a) General:

1. The CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to the DISTRICT, nor shall the CONSULTANT allow any subcontractor or subconsultant to commence Work until all similar insurance required of the subcontractor or subconsultant has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify the DISTRICT of any changes to their insurance coverage.

2. DISTRICT shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, and excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by CONSULTANT or its subcontractor(s) or subconsultant(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to

the DISTRICT, regardless of how the “other insurance” provisions may read. The CONSULTANT agrees to waive its rights of subrogation against the DISTRICT, and CONSULTANT’s insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

*The Las Vegas Valley Water District its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed.*

3. The DISTRICT shall also be named as an additional insured under the subcontractor’s or subconsultant’s insurance policy. Any deviation from the required insurance requirements will need to be approved by the DISTRICT in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of the CONSULTANT’s or subcontractor’s or subconsultant’s liability for claims arising out of this Agreement. CONSULTANT and subcontractor or subconsultant shall be responsible for insuring all of its own personal property, tools and equipment.

4. If the CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, the DISTRICT shall have the right, if the DISTRICT so chooses, to procure and maintain the required insurance in the name of the CONSULTANT with the DISTRICT as an additional named insured. The CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event the CONSULTANT fails to pay the cost, the DISTRICT has the right to set off any

sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.

5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of the DISTRICT.

(b) Evidence of Insurance:

1. CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

2. Within 10 working days after the Effective Date, the CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of the DISTRICT, CONSULTANT to provide a copy of all insurance policies required under this Agreement.

3. Renewal certificates shall be provided to the DISTRICT not later than 15 days prior to the expiration of policy coverage.

4. All insurance policies shall require the insurer to provide a minimum of sixty (60) calendar days' prior notice to the DISTRICT for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide thirty (30) days' prior notice.

(c) Insurance Coverages:

1. Commercial General Liability Insurance:

CONSULTANT shall maintain commercial general liability insurance, contractual

liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

2. Business Automobile Insurance:

CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

3. Workers Compensation & Employers Liability Insurance:

CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance the CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease.

CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event the CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, the CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.



4. Professional Liability Insurance:

CONSULTANT shall maintain professional liability insurance applicable to the CONSULTANT's Services or Work as set forth in this Agreement, with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two (2) years after completion of the CONSULTANT's Work as set forth in this Agreement.

5. Cyber and Technology Liability Insurance:

CONSULTANT shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

16. TERMINATION:

The DISTRICT's General Manager, his/her designee and/or the CONSULTANT may terminate this Agreement on thirty (30) days prior written notice. In the case of termination by the DISTRICT, the DISTRICT shall pay the CONSULTANT for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to the DISTRICT.

17. REVIEWS:

(a) The CONSULTANT shall submit draft reports and other materials for review by the DISTRICT prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.

(b) The DISTRICT will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within ten (10) working days after receipt of

the submission package, and the package will be returned to the CONSULTANT. Corrections and changes to the submission will be made by the CONSULTANT and resubmitted to the DISTRICT for approval within ten (10) working days after receipt. The final approval will be submitted to the CONSULTANT within five (5) working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

18. CONFIDENTIAL INFORMATION:

All DISTRICT information that is confidential pursuant to the Nevada Public Records Act, NRS Chapter 239, the Homeland Security Act, NRS Chapter 239C, or any other legal authority shall be treated as strictly confidential by the CONSULTANT.

CONSULTANT shall not disclose, directly or indirectly, to any other person, firm, corporation, association or entity that is not a Party to this Agreement, for any purpose whatsoever, any Confidential Information received under this Agreement, without the prior written consent of the DISTRICT. CONSULTANT shall disclose Confidential Information only to those of its employees, agents and independent contractors who have a need to know such information for the purpose of CONSULTANT satisfying its obligations under this Agreement and who are under a duty of confidentiality no less restrictive than CONSULTANT's duty. CONSULTANT will protect the DISTRICT's Confidential Information from unauthorized use, access, or disclosure in the same manner as CONSULTANT protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. CONSULTANT shall use Confidential Information of the DISTRICT solely for the purpose of satisfying its obligations as expressly permitted under this Agreement.

The Parties acknowledge that it will be impossible to measure the damages that would be suffered by DISTRICT if CONSULTANT fails to comply with this Agreement and that, in the

event of any such failure, the DISTRICT will not have an adequate remedy at law. CONSULTANT agrees that AUHTORITY shall be entitled to obtain a protective order, specific performance of CONSULTANT's obligations under this Agreement, immediate injunctive relief, or any other remedy.

19. USE OF MATERIALS:

(a) The DISTRICT shall make available to the CONSULTANT such materials from its files as may be required by the CONSULTANT in connection with its performance of Services under this Agreement. Such materials shall remain the property of the DISTRICT while in the CONSULTANT's possession.

(b) Upon termination of this Agreement, the CONSULTANT shall turn over to the DISTRICT any property of the DISTRICT in its possession and any calculations, notes, reports, or other materials prepared by the CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of the CONSULTANT used to execute the Work shall remain the property of the CONSULTANT.

20. DATA PRIVACY AND SECURITY:

(a) Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code, or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique

identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

(b) CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.

(c) CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.

(d) CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(e) CONSULTANT agrees to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

21. RECORDS:

The CONSULTANT shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this Agreement, and shall make available to

the DISTRICT for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

22. ASSIGNMENT:

The CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of the DISTRICT. If CONSULTANT assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

23. MODIFICATION OF AGREEMENT:

This Agreement may not be changed or modified except by written instrument executed by each Party or their designees.

24. SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

25. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

(a) The CONSULTANT and any subcontractor or subconsultant working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in

Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

(b) CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the DISTRICT may declare the CONSULTANT in breach of the Agreement, terminate the Agreement, and designate the CONSULTANT as non-responsible.

26. EQUAL EMPLOYMENT OPPORTUNITY:

(a) The CONSULTANT and any subcontractor or subconsultant working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, the CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

(b) The CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the DISTRICT upon the DISTRICT's request. The CONSULTANT is solely liable for failure to comply with this provision.

27. APPLICABLE LAW:

Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.

28. VENUE:

The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.

29. ATTORNEY'S FEES:

In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred.

30. NO THIRD PARTY RIGHTS:

This Agreement is not intended by the Parties to create any right in or benefit to parties other than the DISTRICT and the CONSULTANT. This Agreement does not create any third party beneficiary rights or causes of action.

31. WAIVER:

The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

32. CAPTIONS:

The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

33. COUNTERPARTS:

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

34. INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

35. NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind the CONSULTANT or DISTRICT, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:

George T. Hall Company, Inc.  
1315 Greg Street, Suite 104  
Sparks, NV 89431  
Attention: Brick Oxford  
boxford@georgethall.com



To DISTRICT:

Las Vegas Valley Water District  
Attention: Matthew S. Brems, Maintenance Engineering  
Manager  
1001 South Valley View Boulevard  
Las Vegas, Nevada 89153  
matt.brems@lvvwd.com

When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

36. ELECTRONIC SIGNATURES:


Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

(Signatures on next page)

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

GEORGE T. HALL COMPANY, INC.

LAS VEGAS VALLEY WATER DISTRICT

  
\_\_\_\_\_  
Brick Oxford  
Project Manager

4-21-17

Date

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

Date

Approved as to form:

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

# EXHIBIT A

## SCOPE OF SERVICES

CONSULTANT is to provide technical services for miscellaneous automation projects for the Las Vegas Valley Water District (DISTRICT) Maintenance Engineering Division. These services include but are not limited to subject matter expertise consulting, preparation of construction documents which include design drawings and specifications, programming PLCs, HMIs, and SCADA, startup of facilities, and development of operating philosophy documentation all pertaining to the operation and maintenance of potable water distribution facilities. CONSULTANT is prepared to provide the following types of services on an as-needed, per-project basis.

The DISTRICT and CONSULTANT shall negotiate the specific terms of individual projects as such projects are identified by the DISTRICT in the form of a Statement of Work. The CONSULTANT's proposal in response to the Statement of Work shall be based upon the CONSULTANT's fees broken down by task and occupational title similar to that shown below.

## RATES AND FEES

	Title	Standard Hourly Rate	Number of Hours	Extension
Panel Drawings	CAD Engineer	\$ 90.00	N/A	\$ N/A
	Project management	\$ 90.00	N/A	\$ N/A
		\$		\$
		\$		\$
IO Spreadsheet	Control System Engineer	\$ 90.00	N/A	\$ N/A
		\$		\$
		\$		\$
		\$		\$
PLC programming	Control System Engineer	\$ 110.00	N/A	\$ N/A
		\$		\$
		\$		\$
		\$		\$
HMI programming	Control System Engineer	\$ 110.00	N/A	\$ N/A
		\$		\$
		\$		\$
		\$		\$
Bench Testing	Control System Engineer	\$ 100.00	N/A	\$ N/A
		\$		\$
		\$		\$
		\$		\$
Start Up/Troubleshooting	Control System Engineer	\$ 110.00	N/A	\$ N/A
		\$		\$
		\$		\$
		\$		\$

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

June 6, 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 Eldorado Springs, LLC, and the District for design and construction of the Eldorado 2168 Zone Pipeline for an amount not to exceed \$269,000.	

**Fiscal Impact:**

The requested \$269,000 is available in the District's Capital Budget.

**Background:**

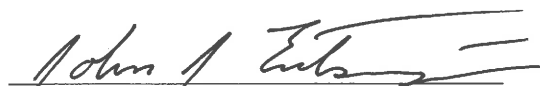
Eldorado Springs, LLC (Eldorado), is proposing to develop property within the District's 2168 Pressure Zone. To ensure adequate water service to the proposed development, pipeline construction is required within this pressure zone. Eldorado requires approximately 900 linear feet of 8-inch diameter pipeline within the 2168 Pressure Zone to serve approximately six acres within the proposed development. Staff recommends that 12-inch diameter pipe be used to cover future demands outside of the development.

If approved, the attached Design and Construction Agreement No. 116218 (Agreement) provides the terms and conditions for design and construction of the Eldorado 2168 Zone Pipeline (Pipeline), as generally shown on Exhibit I of the Agreement. Upon approval of the design, which will be at Eldorado's sole cost and expense, the District will construct the Pipeline as a public works project for which sealed bids will be requested.

The estimated construction costs of the Pipeline totals \$303,200. The District's obligation for this Pipeline would be an amount not to exceed \$269,000. Prior to construction, Eldorado would provide the District a cash payment of \$34,200 for the required 8-inch diameter pipeline. Upon completion, the Pipeline shall be and remain the exclusive property of 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:ND:TNP:kap  
Attachments

AGENDA ITEM #
------------------

7

# 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 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>		Eldorado Springs, LLC					
<b>(Include d.b.a., if applicable)</b>		NA					
<b>Street Address:</b>		1500 N. Green Valley Pkwy.			<b>Website:</b> NA		
<b>City, State and Zip Code:</b>		Henderson, NV. 89014			<b>POC Name and Email:</b>		
<b>Telephone No:</b>		702-487-5100			<b>Fax No:</b> 702-487-5101		
<b>Local Street Address:</b>		3255 Coral Ridge Ave.			<b>Website:</b> NA		
<b>City, State and Zip Code:</b>		Henderson, NV. 89052			<b>Local Fax No:</b> 702-487-5101		
<b>Local Telephone No:</b>		702-487-5100			<b>Local POC Name Email:</b> VIPORHOMES@comcast.net		
<b>Number of Clark County, Nevada Residents Employed:</b> 2							

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>
Andrew J. Corasso III	Indirect owner	50%
Brenda L. Corasso	Indirect owner	50%

**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.

Brenda L. Corasso  
 Signature  
manager  
 Title

Brenda Corasso  
 Print Name  
5/10/17  
 Date

## 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  
Brenda Harris

"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:

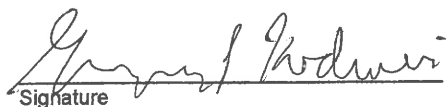
☒ No Disclosure

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

Greg Kodwinski - Infrastructure Management

Print Name

Authorized Department Representative

**ELDORADO 2168 ZONE PIPELINE  
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 ELDORADO SPRINGS, LLC, 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 within the District's 2168 Pressure Zone generally identified as depicted on Exhibit I attached hereto; and

WHEREAS, the District is desirous of oversizing the Developer-required pipeline as depicted on Exhibit I to provide for the orderly development of the District's distribution system; and

WHEREAS, the Developer is desirous of designing at its sole cost and expense and participating with the District in the construction costs of the water pipeline and appurtenances named the Eldorado 2168 Zone Pipeline and hereinafter called the "Project"; and

WHEREAS, the District is willing to construct, maintain and operate 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. Exhibit I depicts the true area and extent of the Developer's real property.

3. Exhibit II attached hereto is a complete and total listing of the projected development and required fire flow for the Developer's real property, which is the basis of the Developer-required diameter for the Project, as identified in Article I, paragraph 14 below.

4. 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 both 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.

5. The Project is sized to ultimately provide water service to development other than that described herein, but such development shall not receive a water commitment from the District by virtue of the construction of the Project; further, the District may reserve capacity in the Project for development other than described herein.

6. The Developer shall prepare, at its sole cost and expense and not reimbursable by the District, the design, including all addenda, subject to 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 III attached hereto, and shall be prepared in accordance with the requirements of Nevada Revised Statutes, Chapter 332, Local Government Purchasing Act; and Chapter 338, Public Works Projects.

7. Throughout the design 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 personal injury and property damage claims naming the District and Developer as an additional insured, and waive its right of subrogation against the District and the Developer. 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. In addition, the Developer's engineer will carry Professional Liability Insurance with limits of no less than \$1,000,000 per claim. The Developer's engineer will furnish to the District and the Developer a Certificate of Insurance evidencing such insurance within 15 days after execution of this Agreement.



8. The Developer shall provide to the District, at no cost to the District, a permanent easement 50 feet in width, or a width approved by District, for the Project in a form 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, the Developer shall 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. The Developer shall acquire temporary easements, at the Developer's sole cost and expense, from any party whomsoever, including the BLM. The Developer is required to abide by all the terms and conditions of the acquired permanent easements, temporary easements and BLM Grants. 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.

9. Should excess excavated material be required to be removed from any District BLM right-of-way grant area, the Developer will prepare the necessary documents showing the District as the purchaser and the Developer shall pay any processing fees and mineral materials fees required by the BLM. The Developer shall deliver said documents to the District with the 100% Design submittal. The cash payment in the amount of the mineral materials fees shall be delivered to the District no later than 15 days after the receipt of the offer of the Contract for the Sale of Mineral Materials from the BLM.

10. 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.

11. The Developer shall indemnify, defend and hold the District, its directors, officers, employees or related entities 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.

12. The Developer shall 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 (reference NRS 41.0321).

13. The Developer agrees to participate in any binding arbitration required by the District's construction contract to the extent that the sufficiency of the Developer's engineer's design is at issue. The Developer shall include a provision in the agreement between the Developer and the Developer's engineer whereby the Developer's engineer agrees to participate in any binding arbitration required by the District's construction contract to the extent that the sufficiency of the Developer's engineer's design is at issue

14. The Developer shall require compliance with all provisions of the District's Service Rules that are in force and effect on the effective day of this Agreement, as they may pertain to the design of the Project.

15. To deliver to the District a cash payment equal to the cost of the Developer-required 8-inch diameter pipeline to serve the Developer's property. It is understood and agreed that the estimated cost of the Developer-required 8-inch diameter pipeline is \$34,200. The true final cost of the Developer-required 8-inch diameter pipeline shall be the sum of the products of the linear feet of oversized pipeline depicted in the approved design drawings for the Project multiplied by \$36 per linear foot for the 8-inch pipeline. Said cash payment shall be delivered to the District not less than one (1) calendar day prior to the date, as established at District discretion, when the matter of making an award for the construction of the Project is presented to the District's Board of Directors.

16. The Developer shall pay the full cost of each change order necessary due to errors and omissions for the proper installation of the pipeline, except the District will pay the full cost of each change order initiated by the District for the District's sole benefit.

17. Once the District has awarded the contract to construct the Project pursuant to Article II of this Agreement, the Developer shall provide to the District, for engineering services to review and process, all shop drawings, substitute material requests and cut sheets and 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) 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.

18. The Developer shall furnish to the District all full size, sealed, reproducible original design drawings and specifications for the Project design and all proprietary rights thereto. These deliverables shall include CAD disks prepared by 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 generated in WORD 2010 or current edition format and one (1) set of full size drawings plotted on paper medium.

19. The Developer shall pay all necessary design 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.

20. In connection to 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.

21. In connection to 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 it has an agreement a notice of the commitments required herein.

22. In connection to 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. Upon award of the construction contract referenced in this Article II, the District shall make available all monies, as specified in Article III of this Agreement, excepting those monies to be paid by the Developer as set forth in this Agreement, necessary for the construction of the Project and thereafter the operation and maintenance of the Project.
2. The District shall 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.
3. The District shall submit any right-of-way grant documents, applications, and fees to the BLM for review and acceptance that are prepared by the Developer in accordance with the provisions of this Agreement.
4. The District shall review and disapprove or accept the design of said Project.
5. The District shall cause the Project to be constructed as a Public Works Project in full accordance with Nevada Revised Statutes Chapters 332 and 338, administer the bidding process, and upon receipt of an acceptable best bid, administer a construction contract.
6. The District shall prepare and execute change orders to the construction contract referenced in this Article II and awarded in accordance with this Agreement, if determined necessary by the District.

## ARTICLE III

### IT IS MUTUALLY AGREED:

1. The Project shall be and shall remain the exclusive property of the District.
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. Water plans for service to the subject real property depicted on Exhibit I may be approved by the District provided that (i) the District's minimum pressure requirements are met, and (ii) there remains sufficient capacity in the 2168 Pressure Zone, and (iii) the following conditions are met:
  - a) Approval by the District of the design of the Project; and

- b) Acquisition from the Developer of all application and tortoise mitigation fees, together with all necessary documents, in a form acceptable to the District, for the submittal of all easements and rights-of-way required for the construction of the Project.
- c) Delivery to the District of a cash payment for the cost of the Developer-required pipeline diameter in accordance with Article I, paragraph 14 above.

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

5. 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.

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

7. The District's financial participation in the cost of the Project shall be limited to an amount not to exceed \$269,000. In the event the total construction cost amount exceeds \$269,000, the District may at its sole discretion:

- a) Elect to pay all costs in excess of \$269,000.
- b) Reject all bids, reanalyze the scope of the project, and readvertise the project for receiving new bids.
- c) Elect another option.

8. 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.

9. The construction, validity and effect of this Agreement shall be governed by the laws of the State of Nevada, and the venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.

10. 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.

11. This Agreement and attached Exhibits I, II and III 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.

12. That should the project development listed on Exhibit II be revised causing the capacity requirement for the subject real property to increase, or should the acreage to be served increase, resulting in an increase in the Developer-required diameter for the Project, the District and the Developer will amend this Agreement to increase the Developer-required diameter, and increase the Developer's share in the cost of the Project.

13. This Agreement shall automatically terminate if the design of the Project is not completed within eighteen (18) months from the execution date of this Agreement.

14. 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 10<sup>th</sup> day of May, 2017.

ELDORADO SPRINGS, LLC

  
Andrew Grasso, Manager

THIS AGREEMENT shall be in full force and effect as of the \_\_\_\_ day of \_\_\_\_\_, 2017 when it was duly signed by 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

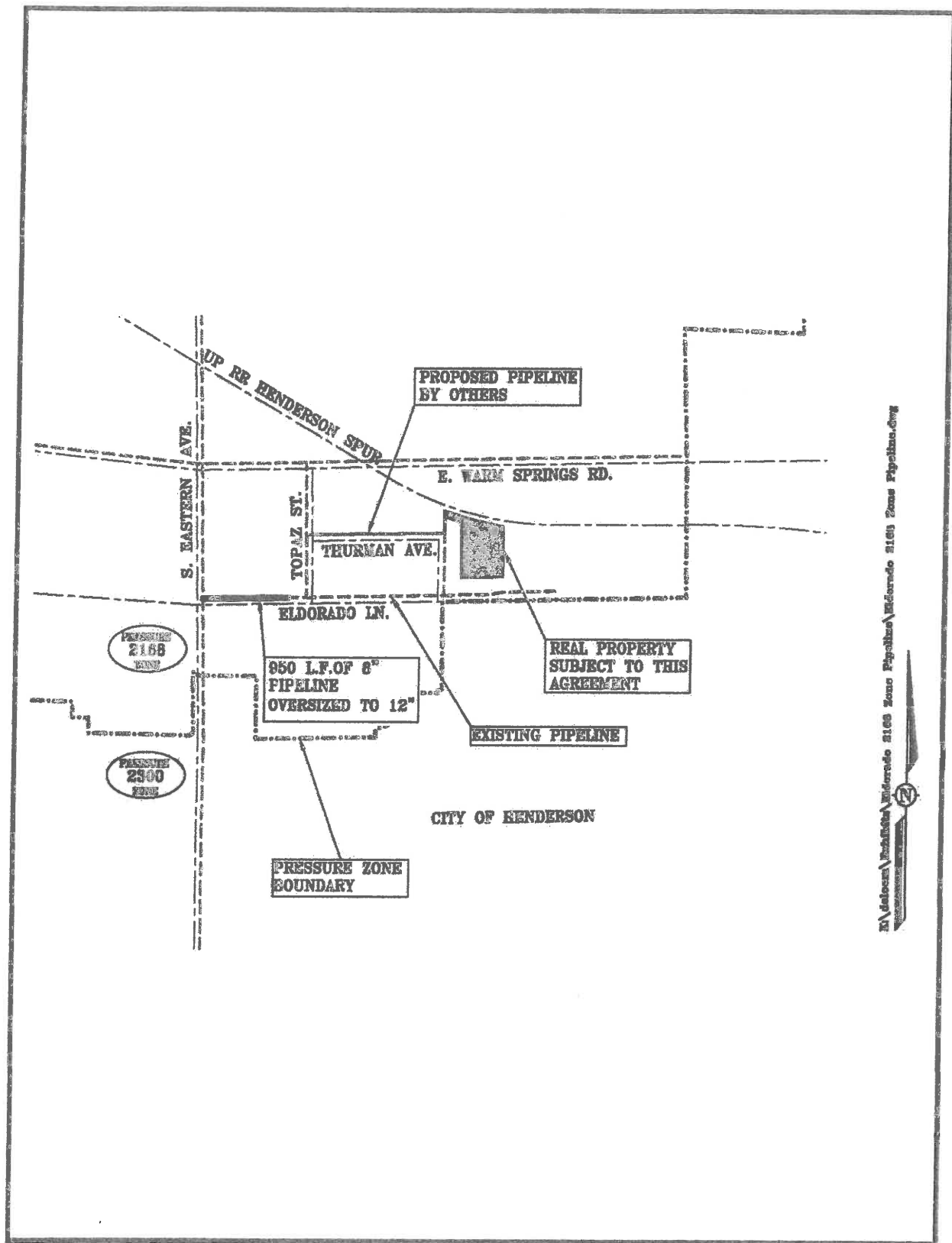


EXHIBIT I



PROPOSED LAND USES			
2168 Pressure Zone			
TYPE OF LAND USE	GROSS ACRES	UNITS	MAXIMUM DAY DEMAND (G.P.M.)
Single-Family Residential	6.2	47	55
Maximum Fire Flow Requirement is 1,500 gpm @ 20 psi			

**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 schedule. Submittal of the design 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 for construction staging.
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.
- (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,  $[sf \cdot (p_w + p_s)]$ , psi
- $p_w$  = maximum working pressure (derived from hydraulic analyses), psi
- $p_s$  = 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:

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

where

- t = net thickness of pipe, inches
- d = outside diameter of pipe, inches
- HDB = hydrostatic design basis, psi (use  $HDB = 4,000$  psi)
- $p_c$  = pressure class, psi
- $p_s$  = 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)
- p<sub>s</sub> = 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:

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

where

- S = peak hoop stress, psi
- p = design pressure, psi
- DR = dimension ratio
- C = average number of cycles to failure
- D<sub>L</sub> = design life, years
- Δv = 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:

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

For vertical angles:

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

where

- $p_t$  = 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  
 $W_p$  = weight of pipe (pounds per foot of pipe)  
 $W_w$  = 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

- $p_t$  = 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  
 $W_e$  = earth load (pounds per foot of pipe)  
 $W_p$  = weight of pipe (pounds per foot of pipe)  
 $W_w$  = 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 Thickness Lining		
Pipe Diameter (Inches)	(Inches)	Tolerances (Inches)
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 engineer 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 2010, 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 executed easements (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

**EXHIBIT III**

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. One set of sealed and signed drawings printed on bond paper with all approvals complete and ready to bid shall be provided. Contract drawings and specifications in electronic form shall be provided. Contract drawings shall be in AutoCAD Version 2015 software utilizing the District's insertion blocks, layering and styles standards. Specifications shall be in Word 2010 format and conform substantially to the District's master specifications format. One hardcopy set of bound plans and one set of specifications in a three ring binder shall be provided.
10. A written estimate of probable construction cost in a format conforming to the bid proposal shall be provided.
11. Full size, sealed, reproducible "Record" drawings and specifications for the work designed under this agreement and all proprietary rights thereto shall be provided to the District. These deliverables shall include CAD disks prepared using AutoCAD Version 2015 software utilizing the District's insertion blocks, layering standards and styles standards, one copy of the contract documents in Word 2010 format, one (1) set of full size original drawings printed on bond paper and one (1) copy of prints of the full size drawings, prior to acceptance of the work under this agreement.

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

June 6, 2017

<b>Subject:</b> Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> Julie A. Wilcox, Deputy General Manager, Administration	
<b>Recommendations:</b> That the Board of Directors 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.	

**Fiscal Impact:**

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

**Background:**

Since opening in 2007, the Springs Preserve has utilized strategic marketing and advertising to promote general admission, touring exhibits, cultural and special events, and other attractions at the Springs Preserve. The promotional and communication strategies utilize a mix of paid advertising, social media and other communication tactics, which have successfully increased annual visitation and revenue to the Springs Preserve over the past decade. Expanding upon that success, the District recently launched a new public education campaign aimed at increasing community awareness about the value of water infrastructure and the role all Southern Nevadans play in ensuring a reliable water delivery system for generations to come. Ensuring that these successful public education initiatives continue, the District recently issued a Request for Proposals for marketing and communication services.

This request is for integrated marketing, communications and public outreach services for the District and Springs Preserve related to Request for Proposals No. 658-17 (RFP). Services include developing strategic marketing plans and creative concepts; media planning; design of print, television and radio advertisements; social media and other services to promote the Springs Preserve and utility-related initiatives for the District to English- and Spanish-speaking audiences in Southern Nevada.

The RFP was prepared and issued on January 21, 2017, via the Nevada Government eMarketplace, and the RFP notice was distributed directly to 22 marketing and advertising companies in Nevada. Four firms, listed alphabetically below, responded to the RFP and submitted proposals:

- Creative Concept Media
- Essence Partners
- Penna Powers
- R&R Partners, Inc.

Proposals were evaluated by a five-member committee comprised of District and Springs Preserve representatives utilizing objective and subjective evaluation criteria to assess each proponent's experience with public education campaigns and achieving quantifiable results; proponent qualifications; fee schedules; and ability to demonstrate strategies associated with achieving communication objectives through community outreach and marketing programs for English- and Spanish-speaking audiences.

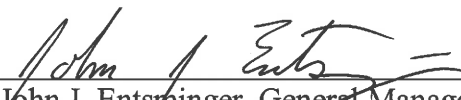
Out of eight evaluation categories utilized for each proposal, R&R Partners, Inc., (R&R) scored highest or second highest on nearly all of the individual ratings, and the three highest-scoring firms, Essence Partners, Penna Powers, and R&R were subsequently invited for presentation interviews. The three finalists were further evaluated and scored during the interviews based on their presentations and question-and-answer sessions.

All three of the finalists demonstrated an ability to provide the requested services within the program budget, with each agency demonstrating an array of strengths. R&R, however, also demonstrated an ability to provide all facets identified in the RFP's scope of services at a lower overall agency cost, allowing more of the program budget to be available for production and ad placements to reach English- and Spanish-speaking audiences. R&R was also the one proponent that identified Hispanic and Spanish-speaking staff resources that will be dedicated to supporting the outreach initiatives and overall integrated communications program.

If approved, R&R will develop and implement English and Spanish public outreach campaigns for the District focusing on, but not limited to, educating and increasing awareness about the community's water infrastructure and the value of reliable water systems; self-service options available for online customer service support; and Southern Nevada's conservation and water efficiency efforts associated with preventing wasteful water-use practices. Public outreach campaigns for the Springs Preserve will focus on promoting events, traveling exhibits, and Springs Preserve amenities such as the Botanical Garden, trails, and wildlife habitats.

This agreement is being entered into pursuant to NRS 332.115.(1)(b) 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 attached agreement.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:JAW:AMB:SH:BLM:BAM  
Attachments



# **ATTACHMENT 1 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"/> Publically 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 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>		R&R Group Holdings, Inc.				
<b>(Include d.b.a., if applicable)</b>		R&R Partners, Inc.				
<b>Street Address:</b>		900 S. Pavilion Center Dr.		<b>Website:</b> www.rrpartners.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89144		<b>POC Name and Email:</b> Fletcher Whitwell, fletcher.whitwell@rrpartners.com		
<b>Telephone No:</b>		702-228-0222		<b>Fax No:</b> 702-228-9951		
<b>Local Street Address:</b>		900 S. Pavilion Center Dr.		<b>Website:</b> www.rrpartners.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89144		<b>Local Fax No:</b> 702-228-9951		
<b>Local Telephone No:</b>		702-228-0222		<b>Local POC Name Email:</b> Fletcher Whitwell, fletcher.whitwell@rrpartners.com		
<b>Number of Clark County, Nevada Residents Employed:</b> 195						

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).

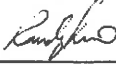
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned
William Vassiliadis	Chief Executive Officer	40%
Mary Ann Mele Dondero	Chief Strategic Officer	17%
K. James King	Principal	16%
Randall Snow	Principal	5%
Peter Ernaut	President, Gov & Public Affairs	9%
Robert Henrie	Principal	6%
Erik Sandhu	Chief Financial Officer	6%

**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  
 Principal  
 Title

Randall Snow  
 Print Name  
 2-21-17  
 Date

## ATTACHMENT 1

### 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			

"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

## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between R&R Partners, Inc. hereinafter called “CONSULTANT,” and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called the “DISTRICT.” The CONSULTANT and the DISTRICT are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.” The term “DISTRICT” also refers to staff of the DISTRICT acting within their designated authority and duties.

### **WITNESSETH:**

WHEREAS, the DISTRICT desires to obtain professional services as more specifically described herein, and

WHEREAS, the CONSULTANT is properly qualified and desires to provide the professional services required by the DISTRICT, and

WHEREAS, the DISTRICT, in reliance on the CONSULTANT’s representations and proposals, agrees to retain the CONSULTANT, and the CONSULTANT agrees to furnish professional services to the DISTRICT, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

#### **1. SCOPE OF SERVICES:**

(a) The CONSULTANT shall provide any requested services, hereinafter referred to as “Services” or “Work,” and Work Product (which includes, but is not limited to, advertisements, marketing material, logos, any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any

negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, or other content or material created by Consultant or its employees, associates, third party vendors, agents, partners, hired services, subconsultants, or subcontractors) as described and within the time indicated in **Exhibit A**, which is attached herewith and made a part of this Agreement.

(b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to the DISTRICT's directions respecting priorities. The CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All of the Services shall be performed by the CONSULTANT. Use of any subcontractors, staff affiliations or joint ventures must receive prior approval from the DISTRICT.

(c) In performing Services under this Agreement, the CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. The CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.

(d) The CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States, the State of Nevada, Clark County, the DISTRICT, or any other political subdivision of the State of Nevada. CONSULTANT agrees that the Engagement Partners, Managers and Supervisory Staff performing Work pursuant to this Agreement shall remain assigned to work on this engagement throughout the Term of this Agreement, except for changes

due to 1) DISTRICT's request; 2) the death, disability, transfer, promotion, resignation or termination of such personnel outside CONSULTANT's reasonable control; or 3) with the DISTRICT's prior approval.

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the Effective Date and, unless terminated in accordance with the terms of this Agreement, shall remain in effect through June 30 of the following year. DISTRICT may renew this Agreement for four (4) additional one-year terms via providing thirty (30) days' prior written notice of renewal.

3. COMPENSATION:

(a) In consideration for completion of all duties and responsibilities under this Agreement, the DISTRICT agrees to pay the CONSULTANT, in accordance with **Exhibit A Rates and Fees**, for Work completed to the DISTRICT's satisfaction.

(b) The CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to the DISTRICT in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from approved subcontractors or subconsultants used by the CONSULTANT shall be included.

(c) The DISTRICT shall pay invoiced amounts from the CONSULTANT based on the fees set forth in **Exhibit A Rates and Fees** within thirty 30 calendar days after the date the invoice is received and approved by the DISTRICT.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed two million dollars (\$2,000,000) per contract year, with an optional increase not-to-exceed 10 percent for each

renewal term.

5. TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by CONSULTANT shall constitute a truth-in-negotiation certification by CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the term of this Agreement.

6. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of the CONSULTANT to the DISTRICT hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

7. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby covenants, represents and warrants the following:

(a) Subject to all applicable third party licenses which have been disclosed to the District and granted prior approval by the DISTRICT, all Work Product developed on behalf of the DISTRICT, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates, third-party vendors, agents, partners, hired services,

subconsultants, or subcontractors assisting in creating developments and/or other Work Product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material arising from Services performed pursuant to, or arising out of the DISTRICT's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to the DISTRICT's engagement of CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and the DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.

(b) To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to the DISTRICT.

(c) CONSULTANT shall execute all documents and undertake all actions necessary to effect the clarification of ownership of all Work Product in and to the DISTRICT and to allow the DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 8.

(d) CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A). CONSULTANT shall not at any time, whether before or after the termination or conclusion

of this agreement, contest, dispute, assert, or aid others in contesting, disputing, asserting or doing anything which could impair the validity of any proprietary or intellectual property rights, title or interest in or to any Work Product.

(e) The DISTRICT shall inform CONSULTANT in writing if the DISTRICT desires to acquire third party license rights in perpetuity. Unless otherwise authorized by the DISTRICT in writing, CONSULTANT shall acquire licensing rights or ownership for the DISTRICT for all Work Product consistent with CONSULTANT'S estimates disclosing licensing terms which have been approved by the DISTRICT.

#### 8. INTELLECTUAL PROPERTY ASSIGNMENT

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to the DISTRICT all of the CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by the CONSULTANT or otherwise arising out of the CONSULTANT's Services or Work and related content by and for the benefit of the DISTRICT (including, without limitation, patent applications, issued patents, prototypes for the purpose of same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by the DISTRICT, for the DISTRICT's



own use and benefit and for the use and benefit of the DISTRICT's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

9. INTERPRETATION:

The Parties agree that neither Party shall be deemed the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either Party as drafter of this Agreement.

10. CONFLICT OF INTEREST:

During the course of performance of this Agreement, the CONSULTANT will advise the DISTRICT if it represents a client whose interest becomes adverse to or would require the CONSULTANT to take a position contrary to that of the Las Vegas Valley Water District and/or the Southern Nevada Water Authority. Throughout the Term of this Agreement, CONSULTANT shall give DISTRICT written notice of any other professional relationships involving the CONSULTANT and the DISTRICT or Southern Nevada Water Authority.

11. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

The CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has the CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, the DISTRICT shall have the right to terminate this Agreement without

liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

**12. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:**

(a) No officer, employee, or member of the governing body of the DISTRICT shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.

(c) No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

**13. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:**

(a) The CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.

(b) The cost necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the DISTRICT as a result of additional costs caused by such errors shall

be chargeable to the CONSULTANT. The fact that the DISTRICT has accepted or approved the CONSULTANT's Work shall in no way relieve the CONSULTANT of any of its responsibilities.

14. INDEMNIFICATION:

CONSULTANT shall indemnify, hold harmless, and defend without cost to the DISTRICT, its Board of Directors and its officers, agents, and employees ("DISTRICT Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way incidental to CONSULTANT's provision of Services or Work under this Agreement. This indemnification includes, but is not limited to, claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or subconsultants, or of third parties; harassment or discrimination or any theory of joint or dual employment by the CONSULTANT's employees, agents, subcontractors or subconsultants, arising out of the Services or Work under this Agreement; negligence, whether active, passive or contributory, of the DISTRICT Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. The DISTRICT Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which CONSULTANT has indemnified the DISTRICT Parties by giving written notice of the assumption to CONSULTANT. The DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified the DISTRICT Parties without the prior written consent of CONSULTANT, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by CONSULTANT to the DISTRICT Parties applies to all insurance

policies of the CONSULTANT, whether primary, excess or umbrella coverage is provided to the CONSULTANT.

15. INSURANCE:

(a) General:

1. The CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to the DISTRICT, nor shall the CONSULTANT allow any subcontractor or subconsultant to commence Work until all similar insurance required of the subcontractor or subconsultant has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify the DISTRICT of any changes to their insurance coverage.

2. DISTRICT shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by CONSULTANT or its subcontractor(s) or subconsultant(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to the DISTRICT, regardless of how the "other insurance" provisions may read. The CONSULTANT agrees to waive its rights of subrogation against the DISTRICT, and CONSULTANT's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

*The Las Vegas Valley Water District, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed.*

3. The DISTRICT shall also be named as an additional insured under the subcontractor's or subconsultant's insurance policies. Any deviation from the required insurance requirements will need to be approved by the DISTRICT in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of the CONSULTANT's or subcontractor's or subconsultant's liability for claims arising out of this Agreement. CONSULTANT and subcontractor or subconsultant shall be responsible for insuring all of its own personal property, tools and equipment.

4. If the CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, the DISTRICT shall have the right, if the DISTRICT so chooses, to procure and maintain the required insurance in the name of the CONSULTANT with the DISTRICT as an additional named insured. The CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event the CONSULTANT fails to pay the cost, the DISTRICT has the right to set off any sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.

5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of the DISTRICT.

(b) Evidence of Insurance:

1. CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

2. Within 10 working days after the Effective Date, the CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of the DISTRICT, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement.

3. Renewal certificates shall be provided to the DISTRICT not later than 15 days prior to the expiration of policy coverage.

4. All insurance policies shall require the insurer to provide a minimum of sixty (60) calendar days' prior notice to the DISTRICT for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide thirty (30) days' prior notice.

(c) Insurance Coverages:

1. Commercial General Liability Insurance:

CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

2. Business Automobile Insurance:

CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

3. Workers Compensation & Employers Liability Insurance:

CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance the CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event the CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, the CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

4. Professional Liability Insurance:

CONSULTANT shall maintain professional liability insurance applicable to the CONSULTANT's Services or Work as set forth in this Agreement, with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two (2) years after

completion of the CONSULTANT's Work as set forth in this Agreement.

5. Cyber and Technology Liability Insurance:

CONSULTANT shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

16. TERMINATION:

The DISTRICT's General Manager, his/her designee and/or the CONSULTANT may terminate this Agreement on thirty (30) days prior written notice. In the case of termination by the DISTRICT, the DISTRICT shall pay the CONSULTANT for all Work performed to the effective date of termination, the reasonable costs of transferring all documentation of all Work to the DISTRICT, and costs of all non-cancellable third-party agreements.

17. REVIEWS:

(a) The CONSULTANT shall submit draft reports and other materials for review by the DISTRICT prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.

(b) The DISTRICT will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within ten (10) working days after receipt of the submission package, and the package will be returned to the CONSULTANT. Corrections and changes to the submission will be made by the CONSULTANT and resubmitted to the DISTRICT for approval within ten (10) working days after receipt. The final approval will be submitted to the CONSULTANT within five (5) working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.



18. RELEASE OF INFORMATION:

(a) Pursuant to NRS 49.185, communications between CONSULTANT and the DISTRICT may be privileged. The CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by the DISTRICT prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to the DISTRICT. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

(b) If CONSULTANT submitted proprietary information to the DISTRICT in response to the DISTRICT's Request for Proposals for Integrated Marketing, Communications, and Outreach Services, in the event a lawsuit or other court action is initiated to obtain the proprietary information, the DISTRICT shall inform the CONSULTANT in writing and CONSULTANT agrees to have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed CONSULTANT's consent to the disclosure of the information by the DISTRICT, and shall also be deemed CONSULTANT's waiver of claims for wrongful disclosure by the DISTRICT. CONSULTANT agrees not to sue the DISTRICT for such a disclosure and also agrees to fully indemnify the DISTRICT if the DISTRICT is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

19. USE OF MATERIALS:

(a) The DISTRICT shall make available to the CONSULTANT such materials from its files as may be required by the CONSULTANT in connection with its performance of Services under this Agreement. Such materials shall remain the property of the DISTRICT while in the CONSULTANT's possession.

(b) Upon termination of this Agreement, the CONSULTANT shall turn over to the DISTRICT any property of the DISTRICT in its possession and any calculations, notes, reports, or other materials prepared by the CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of the CONSULTANT used to execute the Work shall remain the property of the CONSULTANT.

20. DATA PRIVACY AND SECURITY:

(a) Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law. The DISTRICT will notify the CONSULTANT if it provides personal information to the CONSULTANT.

(b) CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.

(c) CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.

(d) CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(e) CONSULTANT agrees to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

## 21. RECORDS:

The CONSULTANT shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this Agreement, and shall make available to the DISTRICT for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

22. ASSIGNMENT:

The CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of the DISTRICT. If CONSULTANT assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

23. MODIFICATION OF AGREEMENT:

This Agreement may not be changed or modified except by written instrument executed by each Party or their designees.

24. SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

25. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

(a) The CONSULTANT and any subcontractor or subconsultant working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations..

(b) CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the DISTRICT may declare the CONSULTANT in breach of the Agreement, terminate the Agreement, and designate the CONSULTANT as non-responsible.

26. EQUAL EMPLOYMENT OPPORTUNITY:

(a) The CONSULTANT and any subcontractor or subconsultant working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, the CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

(b) The CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the DISTRICT upon the DISTRICT's request. The CONSULTANT is solely liable for failure to comply with this provision.

27. APPLICABLE LAW:

Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.

28. VENUE:

The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.

29. ATTORNEY'S FEES:

In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred.

30. NO THIRD PARTY RIGHTS:

This Agreement is not intended by the Parties to create any right in or benefit to parties other than the DISTRICT and the CONSULTANT. This Agreement does not create any third party beneficiary rights or causes of action.

31. WAIVER:

The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

32. CAPTIONS:

The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

33. COUNTERPARTS:

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

34. INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

35. NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind the CONSULTANT or DISTRICT, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:

R&R Partners, Inc.  
Attention: Erik Sandhu, Chief Financial Officer  
[Erik.Sandhu@rrpartners.com](mailto:Erik.Sandhu@rrpartners.com)  
(702) 939-4320

To DISTRICT:

Las Vegas Valley Water District  
Attention: Andrew M. Belanger, Director of Public Services  
[Andy.Belanger@lvvwd.com](mailto:Andy.Belanger@lvvwd.com)  
(702) 822-8530

When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

36. ELECTRONIC SIGNATURES:

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

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

CONSULTANT COMPANY NAME

LAS VEGAS VALLEY WATER DISTRICT

Fletcher Whitwell 3.17.17

Erik Sandhu

Date

Chief Financial Officer

John J. Entsminger

Date

General Manager

Fletcher Whitwell  
SVP, Group Managing Director

Approved as to form:

Tabitha Fiddymont

Tabitha Fiddymont, Director, Legal Services



## **EXHIBIT A**

### **SCOPE OF SERVICES**

R&R Partners Inc. will assist the Las Vegas Valley Water District (LVVWD) and Springs Preserve with developing integrated advertising and marketing campaigns, media planning and buying, branding, and other public outreach and communication related efforts for both the mainstream and Hispanic consumer markets. Services provided by the Consultant include, but are not limited to the following:

#### **Brand Planning and Account Management:**

- Provide strategic brand insight and direction
- Develop key messages, brand ideas and promises
- Manage overall interaction with Public Services staff
- Monitor and track budgets, timelines and submit invoices
- Coordinate and lead monthly status meetings
- Provide top-line media recommendations and point of views (POVs)

#### **Media Planning, Buying and Creative Services:**

- Develop and execute media objectives and strategies
- Create and implement media plans to support major initiatives that include traditional media, digital, paid social media, launch activation ideas and media sponsorships
- Develop creative briefs and marketing strategies for new initiatives and associated presentations for management
- Product creative materials to support media plans
- Negotiate added value and trade promotions

#### **Digital and Social Media Strategy and Consultation**

- Review Springs Preserve and LVVWD websites and provide technical optimizations and contribute to design, navigation and content recommendations
- Ongoing strategic support to maintain successful digital strategies
- Provide email recommendations and optimizations

#### **Research and Measurement**

- Analysis trends and opportunities
- Research media trends, market conditions and competitive spending and demographics/psychographics data
- Cross-channel analytics
- Integrated reporting
- Return on investment analysis
- Reporting and optimization

The Consultant will continue to implement and build upon the existing Springs Preserve advertising and marketing campaigns, which include the following:

- General Admission/Exhibits: Showcasing the overall offerings at the Springs Preserve and highlighting the annual, educational traveling exhibits.
- Special Events: Promoting nearly 15 large-scale events throughout the year tied to holidays, seasons, and cultural celebrations. The events provide an opportunity for the community to come together and experience the Springs Preserve while enjoying the festivities. Events include Mardi Gras Las Vegas, Black History Month Festival, Grapes & Hops, Haunted Harvest, and much more.
- Group Sales: Highlighting the unique venue offerings the Springs Preserve provides to local and national customers including weddings, meetings, conferences, team buildings, parties, receptions, third-party special events and more.

The following key Springs Preserve creative initiatives will be updated and/or developed:

- TV commercials, print ads, radio spots and digital pieces to promote events, exhibits and other offerings.
- Tactics to increase Group Sales revenue through R&R's Measurement and Insights Team.
- General marketing and outreach campaign for Spanish-speaking audiences to include event promotions for Dia del Nino and Dia de los Muertos.

The Consultant will develop and implement a new public outreach campaign for the Las Vegas Valley Water District focusing on educating and informing the community about the following topics:

- Online customer service offerings – Encourage customers to utilize lvvwd.com to conduct general customer service related business such as online bill pay, view bills, switch to paperless billing, and stop, add or transfer water service.
- Social Media - Urge customers to capitalize on existing technological resources and join social media platforms.
- Leaks – Notify customers about techniques, tips and programs available to help with locating and fixing indoor/outdoor property owner leaks, reducing water waste and high water bills.

## **RATES AND FEES**

Based upon the anticipated number of hours devoted to the LVVWD and Springs Preserve marketing and advertising campaigns, R&R Partners will be compensated through monthly agency service fees for administrative, professional and creative services. Outlays related to advertisement placement or production will be compensated on an individual basis, and are included in the \$2,000,000 limitation on costs.

### **Agency Service Fees:**

Springs Preserve - \$7,500 per month

Las Vegas Valley Water District - \$7,500 per month

Media/Production Commission: 15 percent

Creative Services: \$135 per hour

Broadcast Production Services: 15 percent and \$850 per producer day

Cost Cap: Amount not-to-exceed \$2,000,000 with an optional increase not-to-exceed 10 percent for each renewal term.

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

June 6, 2017

<b>Subject:</b> Write-off of Uncollectible Accounts	<b>Director's Backup</b>
<b>Petitioner:</b> John J. Entsminger, General Manager	
<b>Recommendations:</b> That the Board of Directors authorize the write-off of both customer and miscellaneous accounts receivable in an amount not to exceed \$1,000,655.	

**Fiscal Impact:**

This action will result in a write-off of \$1,000,655 for fiscal year 2016-17. However, efforts will continue to recover unpaid amounts.

**Background:**


It is the policy of the Board of Directors to annually write off uncollectible water accounts when all reasonable actions have proven unsuccessful. These accounts have been submitted to an outside agency for continued collection efforts.

For fiscal year 2016-17, customer write-offs total \$916,212, which includes delinquent account write-offs of \$905,933 and \$10,279 in bankruptcies. Uncollectible miscellaneous accounts receivable total \$84,443, which include \$5,933 in bankruptcies.

The District continues to successfully collect more than 99.5 percent of water sales.

This action is authorized pursuant to NRS 354.616 and Section 9(1) 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 agenda item.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:JAW:AM:bt

AGENDA  
ITEM #

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