

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

REGULAR MEETING
9:00 A.M. – AUGUST 1, 2017

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

Board of Directors
Marilyn Kirkpatrick, President
Steve Sisolak, Vice President
Susan Brager
Larry Brown
Jim Gibson
Chris Giunchigliani
Lawrence Weekly

John J. Entsminger,
General Manager

Date Posted: July 25, 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

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

CLARK COUNTY GOVERNMENT CENTER
500 SOUTH GRAND CENTRAL PARKWAY
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 or main office at 1001 S. Valley View Boulevard, Las Vegas, Nevada for Las Vegas Valley Water District agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact the LVVWD Agenda Coordinator at (702) 258-3939 or agendas@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 regular meeting of July 5, 2017.

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. *For Possible Action:* Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities at the Washington Las Vegas Wash Park Project.
3. *For Possible Action:* Approve and authorize the General Manager to sign an amendment to the existing agreement between Poggemeyer Design Group, Inc., and the District to provide professional services for Contract No. C1479, 6th Street Waterline Replacement.

BUSINESS AGENDA

4. *For Possible Action:* Approve and authorize the General Manager to sign an amendment to the existing contract between Dana Kepner Company, Inc., and the District for the purchase of Master Ultrasonic Octave Meters, and authorize an increase in an amount not to exceed 3 percent for each of the remaining renewal terms.
5. *For Possible Action:* Authorize the General Manager to sign a purchase agreement for Bosch Security Replacement Equipment between Intraworks, Inc., and the District, with an option to renew for four additional one-year periods, and authorize an increase not to exceed 5 percent for each of the renewal terms.

COMMENTS BY THE GENERAL PUBLIC

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

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
JULY 5, 2017
MINUTES**

CALL TO ORDER 9:00 a.m., Commission Chambers, Clark County Government Center,
500 South Grand Central Parkway, Las Vegas, Nevada

DIRECTORS PRESENT Marilyn Kirkpatrick, President
Steve Sisolak, Vice President
Susan Brager
Larry Brown
James Gibson
Chris Giunchigliani
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.lvvwd.com/apps/agenda/lvvwd/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 and the minutes from the regular meeting of June 6, 2017. The motion was approved.

Vice President Sisolak welcomed Commissioner James Gibson as the new director to the Las Vegas Valley Water District (LVVWD) Board and noted that the Board of County Commissioners Meeting will take action on an agenda item to appoint Commissioner Marilyn Kirkpatrick as President of the LVVWD Board of Directors at their meeting.

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

- 2. Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities at the Cimarron Pedestrian Bridge at Summerlin Parkway Project.**
- 3. Approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities at the Wigwam Torrey Pines Park Project.**
- 4. Approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for design and construction of the 3435 Zone North Pipeline Phase III for an amount not to exceed \$119,000.**

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

BUSINESS AGENDA

- 5. Award Bid No. 2346-17, Supply Contract for Motor Control Centers & Switchgear, to Autonomy Technology, Inc., for an amount not to exceed \$2,449,134 for one year from date of award, and authorize the General Manager or his designee to execute the purchasing agreement and exercise annual renewal options, each with an increase not to exceed 15 percent, for four additional one-year periods.**

Director Giunchigliani asked if there was an automatic percentage increase renewal on the one-year contract extensions. Dave Johnson, Deputy General Manager – Engineering/Operations, responded by noting a 15 percent flexibility on purchases to effectuate the Capital Plan.

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

6. **Award Contract No. C1435, Miscellaneous Vaults, Reconstruction and Repair, Phase XX, to TAB Contractors, Inc., for the amount of \$1,374,536, authorize a change order contingency amount not to exceed \$130,000, and authorize the General Manager to sign the construction agreement.**

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

7. **Award Contract No. C1474, Pavement Replacement Services, Phase I, 2017-2019, to J & J Enterprises Services, Inc., for the amount of \$3,120,751.78 and authorize the General Manager to sign the construction agreement.**

FINAL ACTION: A motion was made by Director Giunchigliani to award the contract. The motion was approved.

8. **Conduct a public hearing, approve a cost-of-living adjustment effective July 1, 2017, and amend the cost-of-living provision within the Collective Bargaining Agreement for employees represented by the Water Employees Association of Nevada.**

President Kirkpatrick opened the public hearing, and as there were no comments from the public, the hearing was closed.

Director Giunchigliani asked for confirmation that this amendment was good through 2019, to which John Entsminger, General Manager, confirmed the timeline.

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

9. **Conduct a public hearing and approve a cost-of-living adjustment for employees represented by the Teamsters Local Union No. 14, effective July 1, 2017.**

President Kirkpatrick opened the public hearing, and as there were no comments from the public, the hearing was closed.

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

10. **Conduct a public hearing and approve a cost-of-living adjustment for employees represented by the Las Vegas Valley Public Employees Association, effective July 1, 2017.**

President Kirkpatrick opened the public hearing, and as there were no comments from the public, the hearing was closed.

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

11. **Conduct a public hearing, approve a cost-of-living adjustment effective July 1, 2017, and amend the cost-of-living provision within the Collective Bargaining Agreement for employees represented by the Water Supervisors Association of Nevada.**

President Kirkpatrick opened the public hearing, and as there were no comments from the public, the hearing was closed.

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

COMMENTS BY THE GENERAL PUBLIC

There were no speakers.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:10 a.m.

APPROVED:

Marilyn Kirkpatrick, President

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
AGENDA ITEM**

August 1, 2017

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

Fiscal Impact:

None by approval of the above recommendation.


Background:

The City of Las Vegas (City) has submitted plans to the District for the removal of two 2-inch domestic services and one 10-inch double check detector assembly, which are incomplete and abandoned by the previous developer, and the installation of four 2-inch domestic/irrigation services with four 2-inch reduced pressure principle assemblies and one 8-inch reduced pressure detector assembly at the project known as Washington Las Vegas Wash Park, Project #125534 (Project). This Project is located on Washington Avenue, east of Lamb Boulevard, as generally shown on Attachment A.

If approved, the attached Interlocal Agreement No. 116373 provides the terms and conditions for installation of the water facilities at the City's sole expense. During construction, the City will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will be assigned to the District.

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

Respectfully submitted:


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

AGENDA
ITEM #

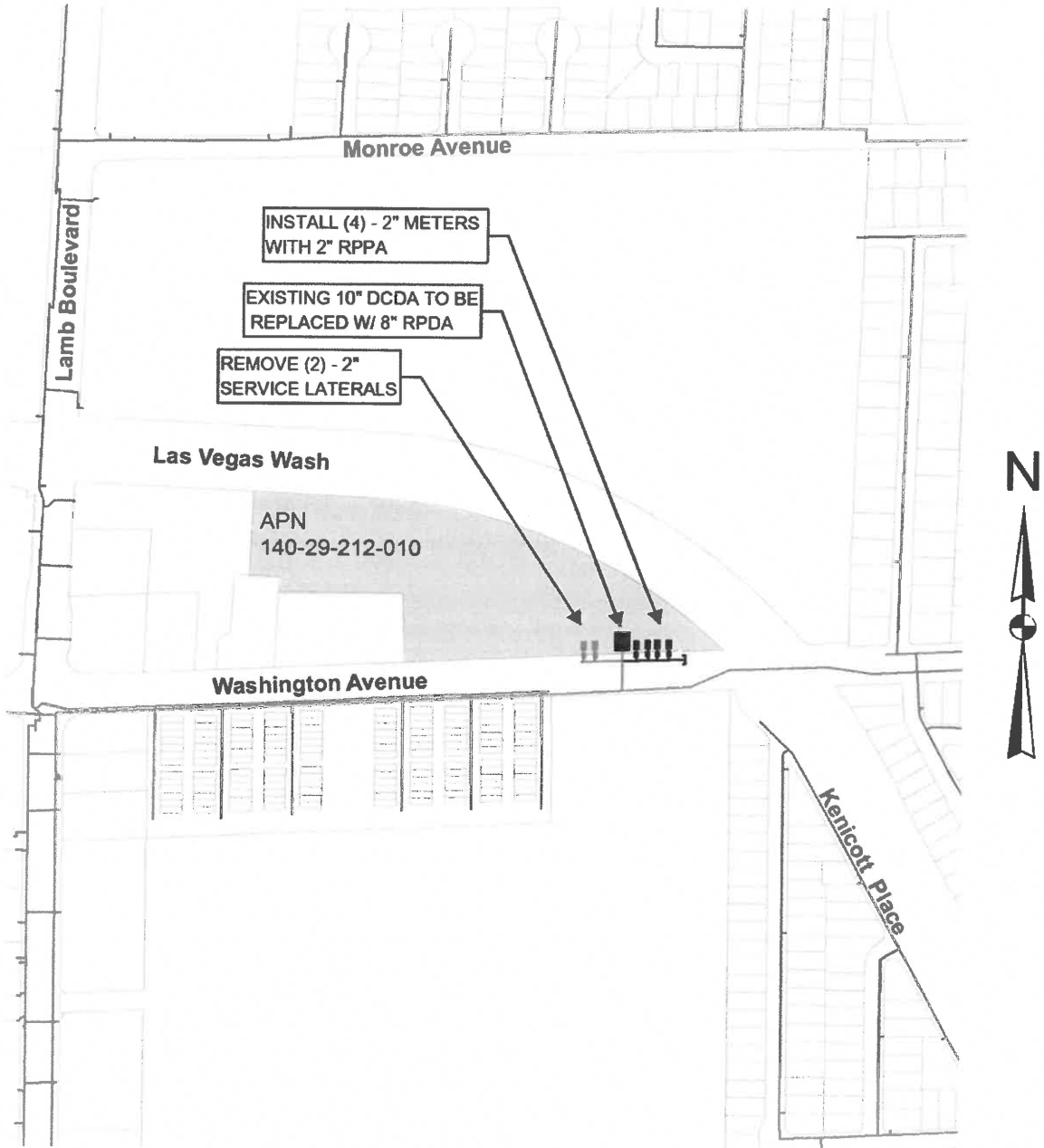
2

BOARD OF DIRECTORS

AGENDA ITEM

August 1, 2017

**WASHINGTON LAS VEGAS WASH PARK
PROJECT # 125534**



**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
WASHINGTON LAS VEGAS WASH PARK**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in a park improvement project on Washington Avenue, east of Lamb Boulevard, and is desirous of receiving potable water from the DISTRICT, further referenced as Clark County Assessor's Parcel Number 140-29-212-010, and has made application for water service to said project; and

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

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

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

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

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. This Agreement provides a water commitment on a conditional basis only for a park improvement project on Washington Avenue, east of Lamb Boulevard, further referenced as Clark County Assessor Parcel Number 140-29-212-010. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. In the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. The CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

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

WASHINGTON LAS VEGAS WASH PARK
Utility Plan

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

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

ARTICLE II

DISTRICT AGREES:

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

ARTICLE III

IT IS MUTUALLY AGREED:

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

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

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

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT

Carolyn G. Goodman, Mayor

Marilyn Kirkpatrick, President
Board of Directors

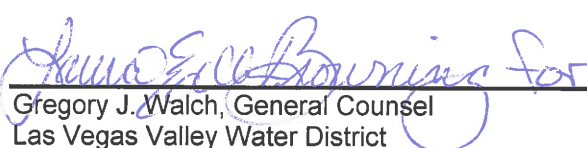
ATTEST:

LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy City Attorney



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

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

August 1, 2017

Subject: Amendment	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an amendment to the existing agreement between Poggemeyer Design Group, Inc., and the District to provide professional services for Contract No. C1479, 6th Street Waterline Replacement, for an amended amount not to exceed \$123,102.	

Fiscal Impact:

The requested \$123,102 is available in the District's Capital Budget.


Background:

On April 4, 2017, the Board of Directors approved an agreement between Poggemeyer Design Group, Inc., and the District to provide professional services for Contract No. C1479, 6th Street Waterline Replacement (Agreement), in coordination with the City of Las Vegas (City) roadway improvements project on 6th Street from Bridger to Stewart Avenues. The District will be replacing an existing waterline in 6th Street, which was installed in 1955 and is approaching the end of its design life.

If approved, the attached amendment would provide for additional design work not originally included in the Agreement for preliminary design of plans and specifications for inclusion into the City's construction documents.

This amendment 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 amendment.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:PJJ:RCP:CML:kjc
Attachments

AGENDA
ITEM #

3

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<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
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input checked="" type="checkbox"/> NONE		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		POGGEMEYER DESIGN GROUP, INC.					
(Include d.b.a., if applicable)							
Street Address:		6960 SMOKE RANCH ROAD, SUITE 110			Website: WWW.POGGEMEYER.COM		
City, State and Zip Code:		LAS VEGAS, NV 89128			POC Name and Email: LARRY V. CARROLL, P.E. LCARROLL@POGGEMEYER.COM		
Telephone No:		702-255-8100			Fax No: 702-255-8375		
Local Street Address:					Website:		
City, State and Zip Code:					Local Fax No:		
Local Telephone No:					Local POC Name Email:		
Number of Clark County, Nevada Residents Employed: 42							

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>
SEE ATTACHMENT		

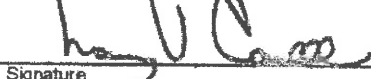
This section is not required for publicly-traded corporations.

1. 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.)
2. 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

 MANAGING PRINCIPAL

 Title

LARRY V. CARROLL, P.E.

 Print Name

 2/21/17

 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			

"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



**POGGEMEYER
DESIGN GROUP**

**Poggemeyer Design Group
Stock Ownership**

	Balance 2017	
ESOP	8,286.38	76.00%
Jack Jones	566.58	5.20%
Larry Carroll	566.58	5.20%
Mike Atherine	523.83	4.80%
Tim Bock	120.45	1.10%
Linda Amos	120.45	1.10%
Ken Maag	120.45	1.10%
Randy Meilnik	120.45	1.10%
Doug Nusser	120.45	1.10%
Whaley	120.45	1.10%
Jeff Yoder	120.45	1.10%
David Alexander	119.70	1.10%
Outstanding	10,906.22	<u>100.00%</u>

**AGREEMENT FOR PROFESSIONAL SERVICES,
AMENDMENT NO. 1**

The April 4, 2017 Agreement for Professional Services ("Agreement"), made and entered into by and between POGGEMEYER DESIGN GROUP, INC., ("CONSULTANT") and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada ("DISTRICT"), is hereby amended as set forth below:

WITNESSETH:

A. Delete Paragraph 4 and replace with the following:

4. LIMITATION ON COSTS:

The total cost of services provided under this Agreement, as amended, shall not exceed One hundred twenty-three thousand, one hundred two dollars (\$123,102).


B. Delete Exhibit A in its entirety and replace with the attached Exhibit A.

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

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT No. 1 on the
____ day of _____, 2017.

POGGEMEYER DESIGN GROUP, INC.

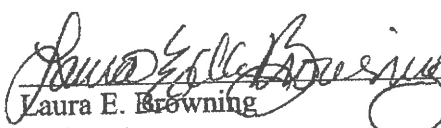
LAS VEGAS VALLEY WATER DISTRICT



Larry Carroll
Managing Principal
Date

John J. Entsminger
General Manager
Date

APPROVED AS TO FORM:



Laura E. Browning
Project Attorney
Date 6-22-17

EXHIBIT A

SCOPE OF SERVICES

BACKGROUND

On July 21, 2014, Poggemeyer Design Group (PDG) entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services including preparation of contract drawings, special provisions, cost estimates and reports for the 6th Street – Bridger to Stewart ("Prime Design Services Agreement"). A detailed scope of services for the Project is included in the Prime Design Services Agreement.

During the 4th Quarter of 2016, PDG was notified that the Las Vegas Valley Water District (LVVWD) was interested in funding a complete replacement of the existing 8-inch and 12-inch ACP water main within the project limits with a new PVC water main. This Exhibit A, Scope of Services, includes all engineering services required to add the waterline replacement to the project construction documents.

Pursuant to this Agreement's Exhibits "D-1" – Basic Services Fee Breakdown, "D-2" – Additional Services Fee Breakdown, and "E-1" – Additional Services Fee Breakdown, this Exhibit A, Scope of Basic Services, outlines additional work that is necessary to successfully complete the project.

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Consultant will provide the additional design services required to incorporate the relocation of the existing 8-inch and 12-inch waterline within the Project Limits into the Project Plans as directed by the City and the LVVWD.

The Consultant shall provide the City with a complete set of Construction Documents for the waterline relocation. Construction Documents shall include:

- Plan and profile drawings for the removal and relocation of the waterline.
- Special Provisions for waterline construction.
- Cost estimate broken down by funding source.

The Consultant will attend and assist the City in coordinating additional project meetings with the LVVWD to establish design criteria and coordinate the waterline relocation.

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.7 Waterline Project Management

Project Management will include the additional coordination and meetings with the LVVWD to incorporate the waterline relocation into Project Plans.

ARTICLE 102: 30% DESIGN PHASE

102.10 Waterline Preliminary Design

Consultant shall prepare and submit to the City and the LVVWD a preliminary horizontal alignment for the relocated waterline in accordance with the Prime Design Services Agreement and LVVWD's Design Guidance Documents and AutoCAD Standards. Waterline relocation limits shall be as follows:

- 8-inch waterline from approximately the north BCR of Bridger Avenue and Sixth Street, through the Carson Avenue intersection, to approximately the south BCR of Fremont Street (waterline size changes to 12-inch midblock between Carson and Fremont).
- 12-inch waterline from approximately the north BCR of Fremont Street, through the Ogden Avenue intersection, to approximately the north BCR of Stewart Avenue.

102.11 Contract Amendment Subsurface Utility Engineering (SUE) Services

Consultant shall complete additional Quality Level A services as described in the Prime Design Services Agreement for the waterline relocation. A total of twenty-five (25) additional potholes are anticipated to be required.

ARTICLE 103: 90% DESIGN PHASE

104.1.7 Contract Amendment 90% Design Phase Plans

Consultant shall advance the preliminary waterline design to a 90% level in accordance with Article 104 of the Prime Design Services Agreement and LVVWD's Design Guidance Documents and AutoCAD Standards.

ARTICLE 105: 100% DESIGN PHASE

105.1.4 Contract Amendment 100% Design Phase

Consultant shall advance the 90% design of the waterline relocation to a 100% level in accordance with Article 105 of the Prime Design Services Agreement and LVVWD's Design Guidance Documents and AutoCAD Standards.

ARTICLE 106: ADDITIONAL SERVICES

ARTICLE 106: Additional services may include, but are not limited to the following:

- 106.1** Construction Assistance
- 106.2** Additional Design Services

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Director	Project Manager	Senior Engineer	PE/PLS	Engineering Intern	Project Representative	Survey Crew	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		\$180	\$163	\$141	\$130	\$103	\$85	\$150			
101	PRELIMINARY AND GENERAL ITEMS										
101.7	Waterline Project Management		56								
101	Subtotal Hours	0	56	0	0	0	0	0	56	\$0.00	\$9,128.00
101	Subtotal Fee	\$0.00	\$9,128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	56	\$0.00	\$9,128.00
102	DESIGN PHASE										
102.10	Waterline Preliminary Design		32			40	4		76	\$0.00	\$9,676.00
102.11	Waterline Subsurface Utility Engineering (SUE) Services		12			24					
102	Subtotal Hours	0	44	0	0	64	4	0	36	\$30,000.00	\$34,428.00
102	Subtotal Fee	\$0.00	\$7,172.00	\$0.00	\$0.00	\$6,592.00	\$340.00	\$0.00	112	\$30,000.00	\$44,104.00
104	90% DESIGN PHASE										
104.1	90% Design Phase Submittal										
104.1.7	Waterline 90% Design Phase Plans		50	80	8	120	12	12	282	\$0.00	\$35,650.00
104	Subtotal Hours	0	50	80	8	120	12	12	282	\$0.00	\$35,650.00
104	Subtotal Fee	\$0.00	\$8,150.00	\$11,280.00	\$1,040.00	\$12,360.00	\$1,020.00	\$1,800.00		\$0.00	\$35,650.00
105	100% DESIGN PHASE										
105.1	100% Design Phase Submittal										
105.1.5	Waterline 100% Design Phase		10	20		50	8				
105	Subtotal Hours	0	10	20	0	50	8	0	88	\$0.00	\$10,280.00
105	Subtotal Fee	\$0.00	\$1,630.00	\$2,820.00	\$0.00	\$5,150.00	\$680.00	\$0.00	88	\$0.00	\$10,280.00
	Total Basic Services Hours	0	160	100	8	234	24	12	538		
	Total Basic Services Fee	\$0.00	\$26,080.00	\$14,100.00	\$1,040.00	\$24,102.00	\$2,040.00	\$1,800.00		\$30,000.00	\$99,162.00

6th Street - Bridger to Stewart

[illegible]

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Director	Project Manager	Senior Engineer	PE/PLS	Engineering Intern	Project Representative	Survey Crew	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		\$180	\$163	\$141	\$130	\$103	\$85	\$150			
	SERVICES										
	Construction Assistance		12	32		24			68	\$0.00	\$8,940.00
	Additional Design Services									\$0.00	\$15,000.00
										\$0.00	\$0.00
	Total Hours	0	12	32	0	24	0	0	68		
	Total Fee	\$0.00	\$1,956.00	\$4,512.00	\$0.00	\$2,472.00	\$0.00	\$0.00		\$0.00	\$23,940.00

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

August 1, 2017

Subject: Amendment	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an amendment to the existing contract between Dana Kepner Company, Inc., and the District for the purchase of Master Ultrasonic Octave Meters, for an increased amount of \$433,000 per year, and authorize an increase in an amount not to exceed 3 percent for each of the remaining renewal terms.	

Fiscal Impact:

The requested increase is available in the District's Capital Budget. Funds for future year expenditures will be budgeted accordingly. Currently there are three remaining options for one-year renewal terms that, if exercised, would terminate in August 2020.

Background:

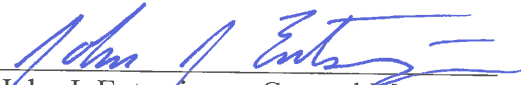
In August 2014, District staff authorized the purchase of Master Ultrasonic Octave Meters from Dana Kepner Company, Inc., (Dana Kepner) in the amount of \$500,000 annually. In November 2016, the Board of Directors approved an increase of \$200,000 per year for a total annual amount of \$700,000, and approved the option for two additional one-year renewal terms.

If approved, the attached amendment will provide for an increase of \$433,000 for each of the remaining renewal terms for an annual amount of \$1,133,000. Approval of this item also authorizes staff to consider and approve future price increases, not to exceed 3 percent annually. The additional funds are needed to support large diameter meter demands for new development projects approved by Engineering Services. The cost of meters is included in the connection fees paid by developers at the time of project approval. The developers' contractors will pick up meters from the District's warehouse. By having the District supply meters to all developers' contractors, the contractors are free to use any waterworks distributor of their choice for the other waterworks products required for a project. Additionally, the ultrasonic Octave meters are more economical and require less maintenance than similarly sized meters from other manufacturers.

Ultrasonic potable water meters in the three- to ten-inch size range are a sole source product manufactured by Master Meter with exclusive regional distribution by Dana Kepner.

This purchase is authorized pursuant to NRS 332.115(1)(a) and (d), 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 review and approved the amendment.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:FJM:PAU:JHH:JRB:JWC:rc
Attachments

AGENDA
ITEM #

4

**AMENDMENT No. 1 to
AGREEMENT –
BLANKET PURCHASE ORDER NO. B747329021**

This Amendment No. 1 ("Amendment") to the November 1, 2016 Agreement –Blanket Purchase Order No. B747329021 ("Agreement") is by and between the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("District") and Dana Kepner Company, Inc. ("Supplier"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Supplier agree as follows:

1. Section 3 of the Agreement shall be deleted in its entirety and replaced with:

The parties hereby agree to an increase in funding of \$433,000 for each of the remaining renewal terms, for an annual not-to-exceed amount of \$1,133,000. If the option for each remaining renewal term is exercised, this Agreement would expire on August 3, 2020.

2. A new Section 7 shall be added to the Agreement as follows:

For providing the specified meters, District will pay Supplier the price specified in Quote #FF092016OCTAVEMETER&TESTPORTSPOOLS, plus a 3% price increase to be effective August 4, 2017 for the Agreement term ending on August 5, 2018.

3. A new Section 8 shall be added to the Agreement as follows:

The parties understand that Master Meter plans to transition from ductile iron to stainless steel for 4" to 10" Octave meters with floating flanges, possibly by the second quarter of 2018. If stainless steel Octave meters with floating flanges are available prior to the end August 5, 2018, Supplier will provide them to the District at the same price as the ductile iron Octave meter.

4. This Amendment is made part of the Agreement documents listed in Section 6 of the Agreement. All other terms and conditions in the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the ____ day of August, 2017.

DANA KEPNER COMPANY, INC.

By: _____

Kevin McGinnis, Outside Sales

LAS VEGAS VALLEY WATER DISTRICT

By: _____

John J. Entsminger, General Manager

Approved as to form for the District:

By: _____

Dana R. Walsh, Deputy Counsel

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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 Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 18						
Corporate/Business Entity Name: Dana Kepner Company, Inc.						
(Include d.b.a., if applicable)						
Street Address: 700 Alcott St.			Website: www.danaKepner.com			
City, State and Zip Code: Denver, CO. 80204			POC Name:			
Telephone No: 303-623-6141			Email:			
Nevada Local Street Address: 180 Cassia Way #500			Website:			
(If different from above)			Local Fax No: 702-566-4576			
City, State and Zip Code: Henderson, NV 89014			Local POC Name: KEVIN MCGINNIS			
Local Telephone No: 702-566-4101			Email: KMCGINNIS@DANAKEPNER.COM			

All entities, with the exception of publicly-traded corporations 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 Board of Directors.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Sherwood MRMP-DK Trust	Chairman	50.53%
Harrison Kepner	Retired	12%
Robert Horne	Sec./Treasurer	9.09%

This section is not required for publicly-traded corporations.

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

☐ Yes

☒ No

(If yes, please note that the 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.)

2. 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 Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on any item without the completed disclosure form.

Mike Murray
Signature
Asst. Sec.
Title

Mike Murray
Print Name
7-11-17
Date

DISCLOSURE OF RELATIONSHIP

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

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

* Entity employee means an employee of Las Vegas Valley Water District, Southern Nevada Water Authority, or Silver State Energy Association .

"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 Entity Use Only:

If no Disclosure or Relationship is noted above or 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 Entity employee(s) noted above involved in the contracting/selection process for this particular agenda item?

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

Notes/Comments:


Signature
JOHN CASTIGLIONE
Print Name
Authorized Department Representative

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

August 1, 2017

Subject: Award of Bid	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors authorize the General Manager to sign a purchase agreement for Bosch Security Replacement Equipment between Intraworks, Inc., and the District for an amount not to exceed \$534,683.06, with the option to renew for four additional one-year periods, and authorize an increase not to exceed 5 percent for each of the renewal terms.	

Fiscal Impact:

The required funds are available in the District's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

Background:

Bid No. 2351-17 was advertised on May 5, 2017, and opened on May 25, 2017. Five bids were received, and the bid totals are as follows:

BIDS RECEIVED:

OfficeMax North America, Inc.
Intraworks, Inc.
Halifax Security, Inc. (North American Video)
Johnson Controls, Inc.
Stanley CSS

BID AMOUNTS:

\$534,459.23*
\$534,683.06
\$540,516.75
\$603,443.38
\$617,667.95

*Bid rejected as being non-responsive

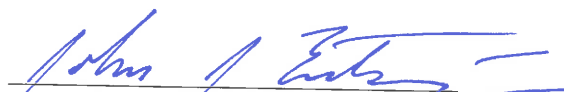
This bid is for the purchase of Bosch security equipment used throughout the District for surveillance purposes. The District has standardized on Bosch equipment since 2013. This award is for product only as new equipment installation and repairs are done by the District's staff. Product is inventoried in the District's main warehouse.

The following are the pertinent provisions of the contract:

- The term of the contract is for one year from date of award, and includes the option to renew for four additional one-year periods.
- It includes the option to increase the award amount up to 5 percent based on possible increased user requirements for the renewal terms, and on approved budget appropriations.
- This contract includes the District's option to terminate the contract for cause, convenience or default, and suspend with advanced written notice.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:KAA:JHH:JWC:jd
Attachments

AGENDA
ITEM #

5

AGREEMENT
BLANKET PURCHASE ORDER NO. _____

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

The Parties do mutually agree as follows:

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

Agreement
Intent to Award Letter
Bid No. 2351-17, Supply Contract for Security Replacement Equipment (Contract General Provisions and Contract General Conditions)
Addendum #1
Supplier Response (Completed Bid Form)

IN WITNESS WHEREOF, Contractor has caused this agreement to be executed this ____ day of _____, 20__.

INTRAWORKS, INC.

LAS VEGAS VALLEY WATER DISTRICT

By: _____


By: _____

Name: SI. KEITH PUTMAN

Name: John J. Entsminger

Title: SALAS MANAGER

Title: General Manager


Tabitha Fiddymont, Director of Legal Services

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<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
Business Designation Group							
<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			
Corporate/Business Entity Name:		Security Source					
(Include d.b.a., if applicable)		IntraWorks, Inc.					
Street Address:		7910 Lorraine Ct NE			Website: www.intraworksusa.com		
City, State and Zip Code:		Albuquerque, NM 87113			POC Name and Email: Kevin Mayer kmayer@intraworksusa.com		
Telephone No:		505-884-1970			Fax No:		
Local Street Address:		3230 W Hacienda Ave #301			Website: www.intraworksusa.com		
City, State and Zip Code:		Las Vegas, NV 89118			Local Fax No:		
Local Telephone No:		702-469-1224			Local POC Name Email: Keith Putman kputman@intraworksusa.com		
Number of Clark County, Nevada Residents Employed: 6							

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>
Kevin L. Mayer	President	95%
Jeff T. Botz	Vice President	5%

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.

Kevin Mayer
 Signature
 President
 Title

Kevin Mayer
 Print Name
05/22/2017
 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:

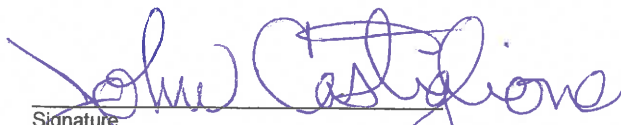

☒ No Disclosure

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:


 Signature

 Print Name
 Authorized Department Representative