

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

REGULAR MEETING
9:00 A.M. – SEPTEMBER 5, 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: August 28, 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.lvvwdd.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@lvvwdd.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 August 1, 2017.

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

2. *For Possible Action:* Approve and authorize the General Manager to sign an amendment to the existing agreement between Carpenter Sellers Del Gatto Architects, PC, and the District to provide professional services for Contract No. C1456, Customer Services Electrical & Data Upgrade, Phase II.
3. *For Possible Action:* Approve and authorize the General Manager to sign an amendment to the existing interlocal agreement between Clark County and the District for water facility improvements for Contract No. C1411, Miscellaneous Main Replacements, FY 2014/2015, Circus Circus Drive.
4. *For Possible Action:* Authorize the General Manager to sign an amendment to the existing contract between the Colorado River Commission of Nevada and the District for the Sale of Electric Service from the Boulder Canyon Project and authorize the General Manager or his designee to sign subsequent amendments that include similar changes to the allocation volumes.

BUSINESS AGENDA

5. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between CA Group, Inc., and the District to provide professional services for Contract No. L0008, Las Vegas Boulevard Improvements, Phase I.
6. *For Possible Action:* Award Contract No. C1467, Miscellaneous Small Backflow Installations, Phase XV, authorize a change order contingency, and authorize the General Manager to sign the construction agreement.

AGENDA – LAS VEGAS VALLEY WATER DISTRICT – PAGE TWO – SEPTEMBER 5, 2017

7. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between HD Supply Waterworks, Ltd., and the District to purchase Neptune water meters for a term of October 1, 2017, through September 30, 2018, 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.

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
AUGUST 1, 2017
MINUTES**

CALL TO ORDER 9:01 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 (present via telephone)
Larry Brown (entered at item #4)
James Gibson
Chris Giunchigliani
Lawrence Weekly

STAFF PRESENT John Entsminger, Julie Wilcox, 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

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 July 5, 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 Washington Las Vegas Wash Park Project.**
- 3. 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.**

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

BUSINESS AGENDA

- 4. 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.**

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

- 5. 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.**

Director Giunchigliani asked if the security contract pertained to all facilities. John Entsminger, General Manager, stated that was correct and that the Southern Nevada Water Authority will reimburse the District for their portion of the cost.

Vice President Sisolak asked why OfficeMax was non-responsive. Mr. Entsminger said OfficeMax included four exemptions that were not part of the bid package and they were deemed non-responsive.

FINAL ACTION: A motion was made by Director Giunchigliani to approve staff's recommendations. 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 9:07 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**

September 5, 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 Carpenter Sellers Del Gatto Architects, PC, and the District to provide professional services for Contract No. C1456, Customer Services Electrical & Data Upgrade, Phase II, for an increased amount not to exceed \$15,000.	

Fiscal Impact:

The requested \$15,000 is available in the District's Capital Budget.

Background:


On August 10, 2016, in accordance with Resolution No. 2006-02, the General Manager approved VATS L_1729 and awarded an agreement to Carpenter Sellers Del Gatto Architects, PC, to provide professional services for Contract No. C1456, Customer Services Electrical & Data Upgrade, Phase II, for an amount not to exceed \$98,675. The agreement provided for the design of modifications to the Customer Service work area within the existing West Administration Building of the Las Vegas Valley Water District's main campus.

The District is planning renovations of the adjoining customer lobby area, which will impact the existing fire suppression systems. Revising the design of the fire suppression systems now, during the current construction, will meet current and future needs while saving the District the cost of upgrading the system in the newly-finished Customer Service work area at a later date.

If approved, the attached Amendment No. 1 would provide for the additional design services in the amount of \$15,000, increasing the total not-to-exceed amount of the agreement to \$113,675.

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:PJJ:RCP:kjc
Attachments

AGENDA
ITEM #

2

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
Business Designation Group						
<input type="checkbox"/> SBE	<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		
Corporate/Business Entity Name: Carpenter Sellen Dal Gato Architects PC						
(Include d.b.a., if applicable)						
Street Address:		5552 Spanish Ridge Avenue		Website: www.csdarchitects.com		
City, State and Zip Code:		Las Vegas, NV 89146		POC Name and Email: Rick Sellen		
Telephone No:		702-391-8886		Fax No: 702-391-8875		
Local Street Address:		Same as above		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name Email:		
Number of Clark County, Nevada Full-Time Employees: 21						

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 leadowner(s).

Entities include all business associations organized under or governed by Title 1 of the Nevada Revised Statutes, including but not limited to private corporations, class 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)
W. Rick Sellen	President/Principal	80
Michael A. Dal Gato	Vice President/Principal	20

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/delected official(s)?

☐ Yes ☒ No (If yes, please note that LVVWD employee(s), or appointed/delected 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/sister, grandchild, grandparent, related to an LVVWD full-time employee(s), or appointed/delected official(s)?

☐ Yes ☒ No (If yes, please complete the Disclosures of Relationship form on Page 2. If no, please print NA 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 § 160.045. 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
 President/Principal
 Title

W. Rick Sellen

Print Name
 August 15, 2017
 Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF LWWO EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO LWWO EMPLOYEE OR OFFICIAL	LWWO 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 LWWO Use Only:

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

☒ No Disclosures

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

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

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

Notes/Comments:


 Signature
 Peter J. Launch
 Print Name
 Authorized Department Representative

AGREEMENT FOR PROFESSIONAL SERVICES,

AMENDMENT NO. 1

The August 10, 2016, Agreement for Professional Services ("Agreement"), made and entered into by and between CARPENTER SELLERS DEL GATTO ARCHITECTS, PC, ("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 thirteen thousand, six hundred seventy-five dollars (\$113,675).

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

15 day of August, 2017.

CARPENTER SELLERS
DEL GATTO ARCHITECTS, PC

LAS VEGAS VALLEY WATER DISTRICT

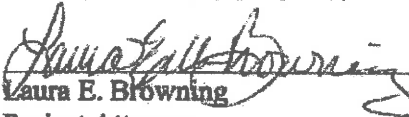

W. Rick Sellers
President

8.15.2017
Date

John J. Entsminger
General Manager

Date

APPROVED AS TO FORM:


Laura E. Browning
Project Attorney

8-2-17
Date

EXHIBIT A
SCOPE OF SERVICES

Provide professional services for the design of modifications to the Customer Service work area within the existing West Administration Building of the Las Vegas Valley Water District's main campus. The proposed improvements consist of the following: electrical upgrades; data communication upgrades; lighting upgrades; new interior finishes including ceiling tiles, carpeting and painting of walls; emergency power infrastructure for portable generation connectivity for 25 workstations; mechanical upgrades; addition of a new women's restroom; and re-design of fire suppression system for elimination of the existing fire door operators.

RATES AND FEES

Task 1 - Schematic Design	\$22,710.00
Task 2 - Design Development	\$22,255.00
Task 3 - Construction Documents	\$31,252.00
Task 4 - Bidding Support	\$ 3,720.00
Task 5 - Construction Administration Support	\$13,738.00
Contingency	\$ 20,000.00
Total Agreement Fees	<hr/> \$ 113,675.00

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

September 5, 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 interlocal agreement between Clark County and the District for water facility improvements for Contract No. C1411, Miscellaneous Main Replacements, FY 2014/2015, Circus Circus Drive, for an increased amount of \$14,843.79.	

Fiscal Impact:

The required \$14,843.79 is available in the District's Capital Budget.

Background:

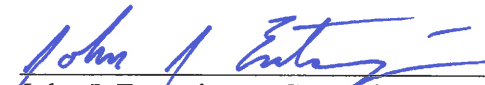
On November 5, 2014, the Board of Directors approved Interlocal Agreement No. 115149 (Agreement) with Clark County (County) for the County to construct water facility improvements on behalf of the District within Circus Circus Drive and Industrial Road for an amount not to exceed \$600,000 as part of the County's Circus Circus Drive project consisting of curb, gutter, sidewalk, and storm drain improvements.

On January 5, 2016, the Board approved an amendment to the Agreement to increase the not-to-exceed amount to \$775,000, to account for bids being higher than the original estimate. The work is now complete, and the District has incurred change order expenses. Under the Agreement, the District is obligated to pay the cost of any change orders related to construction of the water facilities improvements.

If approved, the attached Second Amendment to the Interlocal Agreement - Construction and Funding of Water Facilities as Part of the Circus Circus Drive, Industrial Road to Las Vegas Boulevard Project, will authorize the District to accept the additional water facility costs in the amount of \$14,843.79, increasing the total not-to-exceed amount of the Agreement to \$789,843.79.

This amendment 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 amendment.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:PJJ:DCB:SBH:SO:evw
Attachment

AGENDA
ITEM #

3

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT
CONSTRUCTION AND FUNDING OF WATER FACILITIES AS PART OF THE
CIRCUS CIRCUS DRIVE, INDUSTRIAL ROAD TO LAS VEGAS BOULEVARD
PROJECT**

This Second Amendment to the Interlocal Agreement No. 115149, made and entered into this ____ day of _____, 2017, by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT," and the COUNTY OF CLARK, NEVADA, a political subdivision of the State of Nevada, hereinafter called the "COUNTY." Each referred individually as the "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, on November 5, 2014, the DISTRICT and COUNTY entered into Interlocal Agreement No. 115149 for the Circus Circus Drive, Industrial Road to Las Vegas Boulevard Project; and

WHEREAS, on January 5, 2016, the DISTRICT and COUNTY entered into the Amendment to the Interlocal Agreement No. 115149 for the Circus Circus Drive, Industrial Road to Las Vegas Boulevard Project; and

WHEREAS, the Amendment to the Interlocal Agreement No. 115149 specifies that \$775,000 is the AMOUNT NOT TO EXCEED for the WATER FACILITY COSTS; and,

WHEREAS, changes to the WATER FACILITIES were made during construction due to encountering new facilities, utility conflicts, and making adjustments in the field. Those changes increased the WATER FACILITY COSTS by \$19,390 plus an additional 10% for construction administration costs in an amount of \$1,939. The actual total WATER FACILITY COST in an amount of \$789,843.79 is greater than the amount not to exceed of \$775,000. Therefore, an increase of \$14,843.79 is needed. The AMOUNT NOT TO EXCEED is \$789,843.79.

WHEREAS, the DISTRICT has elected to supplement the Amendment to the Interlocal Agreement No. 115149 in accordance with ARTICLE II, Item 5 to cover the increased cost for the WATER FACILITIES as constructed.

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

ARTICLE I – COSTS:

Revise the second paragraph to read as follows:

The total costs to the DISTRICT under this Agreement for actual construction, including changes made during construction due to encountering new facilities, utility conflicts, and making adjustments in the field, of the WATER FACILITIES, contract administration, and change order and/or construction change authorizations (CCA) executed in accordance with this agreement of the WATER FACILITIES shall not exceed Seven Hundred, Eighty-nine Thousand, Eight Hundred and Forty-Three Dollars and 79/100 (\$789,843.79), hereinafter called AMOUNT NOT TO EXCEED unless such sums are increased by a supplement to this Agreement. The attached Exhibit "E" summarizes the actual WATER FACILITIES COSTS.

The remainder of the Interlocal Agreement No. 115149 dated November 5, 2014 and the Amendment to the Interlocal Agreement No. 115149 remain unchanged.

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

CLARK COUNTY, NEVADA

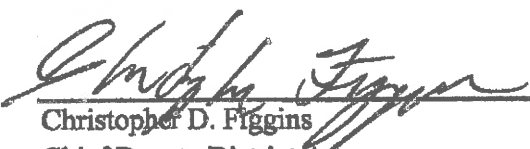
LAS VEGAS VALLEY WATER DISTRICT

Randall J. Tarr
Assistant County Manager

John J. Entsminger
General Manager

Approved as to Form:

Approved as to form:



Christopher D. Figgins
Chief Deputy District Attorney



Gregory L. Walsh
General Counsel

EXHIBIT "E"

SUMMARY OF ACTUAL WATER FACILITY COSTS FOR THE LVVWD CONTRACT NO. C1411 MISCELLANEOUS MAIN REPLACEMENTS, FY 2014/2015, CIRCUS CIRCUS DRIVE

Bid Item	Item	Description	Actual Quantity	Actual Cost
107.01	1	Traffic Control	*Prorated	\$28,827.75 (Prorated Share)
200.01	2	Mobilization	*Prorated	\$53,887.50 (Prorated Share)
637.01	3	Dust Control	*Prorated	\$14,034.56 (Prorated Share)
Incidental	4	Storm Water Pollution Control	*Prorated	\$0
629.03	5	12-inch PVC/DIP Water Line	554 Linear Feet	\$99,720
629.04	6	10-inch PVC/DIP Water Line	29 Linear Feet	\$5,800
629.05	7	8-inch PVC/DIP Water Line	2,106 Linear Feet	\$305,370
629.06	8	6-inch PVC/DIP Water Line	155 Linear Feet	\$20,150
629.07	9	12-inch Wet Tap and Line Stop	1 Each	\$15,000
629.08	10	16-inch Wet Tap	0 Each	\$0.00
629.09	11	12-inch Gate Valve	4 Each	\$16,000
629.10	12	8-inch Gate Valve	10 Each	\$37,500
629.11	13	6-inch Gate Valve	8 Each	\$30,000
629.12	14	New Fire Hydrant Assembly	5 Each	\$27,500
629.13	15	Service Lateral Connection	3 Each	\$12,750
629.14	16	Abandon and Remove Existing Fire Hydrant Assembly	5 Each	\$16,500
629.15	17	Abandon Existing Water Lines	1 Lump Sum	\$35,000
	18	SUBTOTAL		\$718,039.81
	19	10% of Actual Costs for the WATER FACILITIES		\$71,803.98
			TOTAL	\$789,843.79

*Prorated means Prorated between COUNTY and DISTRICT

The prorated share will be determined by the sum of the awarded bid prices for items 5 through 17 above plus any additional items that may be added by the DISTRICT as a percentage of the total sum of all awarded bid items for the COUNTY PROJECT excluding items 1 through 4 above. A ten (10) percent construction administration cost will then be added per Article II, Item 5, to calculate the total WATER FACILITY COSTS.

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

September 5, 2017

Subject: Amendment	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors authorize the General Manager to sign an amendment to the existing contract between the Colorado River Commission of Nevada and the District for the Sale of Electric Service from the Boulder Canyon Project and authorize the General Manager or his designee to sign subsequent amendments that include similar changes to the allocation volumes.	

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 June 7, 2016, the Board of Directors approved Contract No. P25-BCPESC-D with the Colorado River Commission of Nevada (CRC) for the purchase of electricity from the Hoover Dam hydroelectric facility. The contract set forth allocations for contingent capacity and firm energy for each of the Hoover contractors over a 50-year term. American Pacific Corporation (AMPAC), one of the contractors to receive an allocation, decided not to enter into a contract for its allocation. Subsequently, the CRC opened an application period to reallocate the AMPAC allocation among the remaining Hoover contractors. The District applied for and was granted a portion of the AMPAC allocation.

If approved, the attached First Amendment to Contract No. P25-BCPESC-D will allow the District to receive an additional 1,789 kilowatts of Schedule A contingent capacity and an additional 7,909,122 kilowatt-hours of Schedule A firm energy through 2067. The cost of this electricity is expected to be less than the cost of other market alternatives.

This amendment 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 amendment.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:SPK:cc
Attachment

AGENDA
ITEM #

4

FIRST AMENDMENT TO CONTRACT NO P25-BCPESC-D

BETWEEN THE

COLORADO RIVER COMMISSION OF NEVADA

AND THE

LAS VEGAS VALLEY WATER DISTRICT

FOR THE SALE OF ELECTRIC SERVICE

FROM THE BOULDER CANYON PROJECT

1. PARTIES

THIS FIRST AMENDMENT TO CONTRACT NO P25-BCPESC-D is made between the COLORADO RIVER COMMISSION OF NEVADA ("Commission") and the LAS VEGAS VALLEY WATER DISTRICT ("Contractor"). The Commission and Contractor are hereinafter referred to singly as "Party" and collectively as "Parties."

2. EXPLANATORY RECITALS

2.1 WHEREAS, on July 6, 2016, the parties entered into Contract No. P25-BCPESC-D for the sale and delivery of Electric Power from the Boulder Canyon Project ("BCP") commencing on October 1, 2017; and

2.2 WHEREAS, American Pacific Corp. ("AMPAC") was a customer of the Commission who had previously received an allocation of BCP Schedule A Contingent Capacity and Schedule A Firm Energy; and

2.3 WHEREAS, in 2016, AMPAC informed the Commission that it would not be entering into a contract for its allocation of Boulder Canyon Project Schedule A Contingent Capacity and Schedule A Firm Energy commencing on October 1, 2017; and

2.4 WHEREAS, AMPAC had been allocated 10,730 kW of Schedule A Contingent Capacity and 47,454,729 kWh of Schedule A Firm Energy for the period October 1, 2017 through September 30, 2067 ("Post-2017 BCP Resource"); and

2.5 WHEREAS, upon notification from AMPAC the Commission commenced a process for the reallocation of the AMPAC Post-2017 BCP Resource; and

2.6 WHEREAS, on January 12, 2017, the Commission issued a Notice and Invitation to Apply for the Reallocation of Hydropower Resources; and

2.7 WHEREAS, on February 2, 2017, the Contractor applied for all or a portion of the Post-2017 BCP Resource; and

2.8 WHEREAS, on May 9, 2017, the Commission held a Public Hearing on the Post-2017 BCP Resource and on May 11, 2017 issued its written Order wherein Contractor was allocated a portion of the Post-2017 BCP Resource; and

2.9 WHEREAS, the Commission caused its Order to be published in accordance with Nevada Administrative Code chapter 538 and no objections having been filed; and

2.10 WHEREAS, the Parties now desire to amend Contract No. P25-BCPESC-D to include the Contractor's allocation of a portion of the Post-2017 BCP Resource.

IN CONSIDERATION of the mutual covenants herein contained, the Parties hereto agree to amend Contract P25-BCPESC-D as follows:

3. AMENDMENT OF SUBSECTION 4.2

Subsection 4.2 is hereby amended in its entirety to read as follows:

- 4.2 This Contract shall remain in effect, through September 30, 2032, for Contractor's allocation shown in paragraph 2 of Exhibit CRC-ESC-A (as amended) and through September 30, 2067, for Contractor's allocations shown in paragraph 3 of Exhibit CRC-ESC-A (as amended) unless this Contract is terminated earlier as provided in sections 20 and 21.

4. ADDITION OF SUBSECTION 6.10

Subsection 6.10 is hereby added, to read as follows:

- 6.10 Limitation on Use of Schedule A Contingent Capacity and Schedule A Firm Energy: Contractor shall use its allocation of Schedule A Contingent Capacity and Schedule A Firm Energy for its water and wastewater operations.

5. AMENDMENT OF EXHIBIT CRC-ESC-A

The original Exhibit CRC-ESC-A shall be superseded and replaced in its entirety by the Amended CRC-ESC-A attached hereto as Exhibit A.

6. REVISION OF ATTACHMENTS CRC-ESC-1 & CRC-ESC-2

The original Attachment CRC-ESC-1 shall be revised by CRC-ESC-1 (Revision No. 1 July 17, 2017) attached hereto as Attachment 1. Original Attachment CRC-ESC-2 shall be revised by CRC-ESC-2 (Revision No. 1 July 17, 2017) attached hereto as Attachment 2.

7. MISCELLANEOUS

7.1. Terms: Except as provided in this First Amendment, all terms used in this First Amendment that are not otherwise defined shall have the meanings ascribed to such terms in the Contract.

7.2. Entire Agreement: This First Amendment embodies the entire agreement between the Commission and Contractor with respect to amendment of the Contract.

7.3. Conflicts: If there is a conflict or inconsistency between the provisions of the Contract and this First Amendment, the provisions of this First Amendment shall control and govern.

7.4. Full Force and Effect of Original Contract: Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Contract remain in full force and effect.

7.5. Waiver: By signing this First Amendment and unless otherwise specified, neither Party waives any rights it might have under the Contract.

7.6. Execution: The parties may execute this First Amendment in counterparts.

7.7. Choice of Law: This First Amendment shall be construed and interpreted in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the Parties signing below have caused this FIRST AMENDMENT TO CONTRACT NO P25-BCPESC-D as of the date signed by the Commission.

State of Nevada, acting by and through its

**COLORADO RIVER COMMISSION
OF NEVADA**

Approved as to form:

Jayne Harkins, P.E. Date
Executive Director

Christine Guerri-Nyhus Date
Special Counsel

LAS VEGAS VALLEY WATER DISTRICT

Approved as to form:

John J. Entsminger Date
General Manager

Gregory J. Walch Date
General Counsel
for J. Entsminger 8-10-17

AMENDED EXHIBIT CRC-ESC-A
(Revised July 17, 2017)
CONTRACTOR'S ALLOCATION OF CONTINGENT CAPACITY
AND FIRM ENERGY

1. This Exhibit CRC-ESC-A, under and as part of this Contract, shall become effective October 1, 2017, and shall remain in effect until superseded by a new Exhibit CRC-ESC-A as approved by the Parties in accordance with section 29 (Amendments and Modifications) of this Contract. Provided, that this Exhibit CRC-ESC-A or any superseding revised Exhibit CRC-ESC-A shall be terminated upon expiration or earlier termination of the Contract.

2. The Contractor's allocation of Schedule D Contingent Capacity and Schedule D Firm Energy effective through September 30, 2032 is shown below.

Contractor: Las Vegas Valley Water District

Schedule D Contingent		Schedule D Firm	
Capacity (kW)	Percent (%)	Energy (kWh)	Percent (%)
2,260	10.2615%	4,930,962	10.2585%

3. The Contractor's allocation of Schedule A and Schedule D Contingent Capacity and Schedule A and Schedule D Firm Energy effective through September 30, 2067 is shown below.

Contractor: Las Vegas Valley Water District

Schedule A Contingent		Schedule A Firm	
Capacity (kW)	Percent (%)	Energy (kWh)	Percent (%)
1,789	0.9373%	7,909,122	1.2888%

Schedule D Contingent		Schedule D Firm	
Capacity (kW)	Percent (%)	Energy (kWh)	Percent (%)
3,000	13.6215%	6,549,646	13.6261%

4. Excess Energy shall be offered to the Contractor by the Commission, if and when it becomes available to the Commission, in an amount and under such terms as determined by the Commission at the time it becomes available. Any Excess Energy accepted by the Contractor shall be included in the Annual Forecast.

ATTACHMENT NO. CRC-ESC-1

(Revision No. 1 July 17, 2017)

Effective October 1, 2017

**HOOVER POWER CONTINGENT CAPACITY ALLOCATIONS
OF ALL CRC CONTRACTORS**

SCHEDULE A CAPACITY					
Contractor	Contingent Capacity	Percent of CRC	Customer Type		Year of Expiration
			Utility	Non-Utility	
Basic Water Company	4,875	2.5541%		X	2067
City of Henderson	1,787	0.9362%		X	2067
City of Las Vegas	1,789	0.9373%		X	2067
CCWRD	1,787	0.9362%		X	2067
LVVWD	1,789	0.9373%		X	2067
Lhoist North American Inc.	386	0.2022%		X	2067
Lincoln County Power District No. 1	6,665	3.4919%	X		2067
Nevada Power Company	101,222	53.0322%	X		2067
Overton Power District No. 5	6,571	3.4427%	X		2067
Southern Nevada Water Authority	17,146	8.9831%		X	2067
Titanium Metals Corporation	21,609	11.3214%		X	2067
Tronox LLC	17,824	9.3384%		X	2067
Valley Electric Association Inc.	7,419	3.8870%	X		2067
Total	190,869	100.000%			

SCHEDULE B CAPACITY					
Contractor	Contingent Capacity	Percent of CRC	Customer Type		Year of Expiration
			Utility	Non-Utility	
City of Boulder City	8,584	4.5212%	X		2067
Lincoln County Power District No. 1	21,550	11.3505%	X		2067
Nevada Power Company	136,336	71.8087%	X		2067
Overton Power District No. 5	13,136	6.9188%	X		2067
Valley Electric Association Inc.	10,254	5.4008%	X		2067
Total	189,860	100.000%			

SCHEDULE D CAPACITY					
Contractor	Contingent Capacity	Percent of CRC	Customer Type		Year of Expiration
			Utility	Non-Utility	
City of Henderson	908	4.1228%		X	2067
City of Henderson	1,000	4.5405%		X	2032
City of Las Vegas	1,057	4.7993%		X	2067
City of Las Vegas	1,000	4.5405%		X	2032
City of Mesquite	1,000	4.5405%		X	2032
City of N. Las Vegas	765	3.4735%		X	2067
City of N. Las Vegas	1,000	4.5405%		X	2032
CC School District	3,007	13.6533%		X	2067
CCWRD	682	3.0966%		X	2067
CCWRD	1,000	4.5405%		X	2032
CSN	282	1.2804%		X	2067
LVVWD	3,000	13.6215%		X	2067
LVVWD	2,260	10.2615%		X	2032
Olin Chlor Alkali	1,750	7.9459%		X	2032
State of NV, Admin	109	0.4949%		X	2067
State of NV, Corrections	282	1.2804%		X	2067
State of NV, Transportation	116	0.5267%		X	2067
UNLV	306	1.3894%		X	2067
UNLV	2,500	11.3513%		X	2032
Total	22,024	100.000%			

ATTACHMENT NO. CRC-ESC-2

(Revision No. 1 July 17, 2017)

Effective October 1, 2017

**HOOVER POWER FIRM ENERGY ALLOCATIONS
OF ALL CRC CONTRACTORS**

SCHEDULE A ENERGY					
Contractor	Firm Energy (kWh)	Percent of CRC	Customer Type		Year of Expiration
			Utility	Non-Utility	
Basic Water Company	9,251,239	1.5075%		X	2067
City of Henderson	7,909,120	1.2887%		X	2067
City of Las Vegas	7,909,122	1.2888%		X	2067
CCWRD	7,909,121	1.2888%		X	2067
LVVWD	7,909,122	1.2888%		X	2067
Lhoist North American Inc.	2,055,858	0.3350%		X	2067
Lincoln County Power District No. 1	27,599,579	4.4973%	X		2067
Nevada Power Company	228,093,166	37.1675%	X		2067
Overton Power District No. 5	26,539,288	4.3246%	X		2067
Southern Nevada Water Authority	79,349,211	12.9299%		X	2067
Titanium Metals Corporation	107,417,054	17.5035%		X	2067
Tronox LLC	71,783,386	11.6970%		X	2067
Valley Electric Association Inc.	29,963,734	4.8826%	X		2067
Total	613,689,000	100.000%			

SCHEDULE B ENERGY					
Contractor	Firm Energy (kWh)	Percent of CRC	Customer Type		Year of Expiration
			Utility	Non-Utility	
City of Boulder City	16,976,897	4.3375%	X		2067
Lincoln County Power District No. 1	73,645,433	18.8159%	X		2067
Nevada Power Company	269,632,797	68.8893%	X		2067
Overton Power District No. 5	19,898,972	5.0840%	X		2067
Valley Electric Association Inc.	11,245,901	2.8733%	X		2067
Total	391,400,000	100.000%			

SCHEDULE D ENERGY					
Contractor	Firm Energy (kWh)	Percent of CRC	Customer Type		Year of Expiration
			Utility	Non-Utility	
City of Henderson	1,982,945	4.1254%		X	2067
City of Henderson	2,181,842	4.5392%		X	2032
City of Las Vegas	2,306,870	4.7993%		X	2067
City of Las Vegas	2,181,842	4.5392%		X	2032
City of Mesquite	2,181,842	4.5392%		X	2032
City of N. Las Vegas	1,669,963	3.4743%		X	2067
City of N. Las Vegas	2,181,842	4.5392%		X	2032
CC School District	6,566,044	13.6602%		X	2067
CCWRD	1,488,303	3.0963%		X	2067
CCWRD	2,181,842	4.5392%		X	2032
CSN	615,019	1.2795%		X	2067
LVVWD	6,549,646	13.6261%		X	2067
LVVWD	4,930,962	10.2585%		X	2032
Olin Chlor Alkali	3,818,223	7.9436%		X	2032
State of NV, Admin	238,566	0.4963%		X	2067
State of NV, Corrections	615,019	1.2795%		X	2067
State of NV, Transportation	253,887	0.5282%		X	2067
UNLV	667,548	1.3888%		X	2067
UNLV	5,454,605	11.3480%		X	2032
Total	48,066,810	100.000%			

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

September 5, 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 General Manager to sign an agreement between CA Group, Inc., and the District to provide professional services for Contract No. L0008, Las Vegas Boulevard Improvements, Phase I, for an amount not to exceed \$200,435.	

Fiscal Impact:

The requested \$200,435 is available in the District's Capital Budget.


Background:

The City of Las Vegas (City) intends to construct improvements along Las Vegas Boulevard as part of its Las Vegas Boulevard Improvements from Stewart Avenue to Sahara Avenue, Part II (City Project). The District identified distribution system improvements (Improvements) within the limits of the City Project in its Las Vegas Master Plan Report, dated September 23, 2015. The City and District agree it is advantageous to incorporate the Improvements as part of the City Project.

If approved, the attached agreement would provide for design-related engineering services to prepare plans and specifications to be included in the City Project. A separate construction agreement with the City will be brought to the Board of Directors for its consideration when costs and schedule are determined.

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:PJJ:RCP:CML:kjc
Attachments

AGENDA ITEM #

5

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:				32		
Corporate/Business Entity Name:		CA Group, Inc.				
(Include d.b.a., if applicable)						
Street Address:		2785 S. Rainbow Blvd		Website: www.c-agroup.com		
City, State and Zip Code:		Las Vegas, NV 89146		POC Name: James Caviola		
Telephone No:		702.685.5945		Email: james.caviola@c-agroup.com		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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)
James Caviola	President	44
Chad Anson	Vice President/Secretary/Treasurer	44

This section is not required for publicly-traded corporations.

- 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.)
- 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.

James Caviola
 Digitally signed by James Caviola
 Date: 2017.07.31 15:19:13 -0700
 Signature
 President
 Title

James Caviola
 Print Name
 7/31/17
 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.

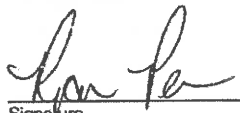
☒ No Disclosure

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
 Ryan Pearson
 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 CA GROUP, 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,” 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 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:

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 until all Services authorized to be performed by the DISTRICT are completed by the CONSULTANT.

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 tasks completed as 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 Two hundred thousand four hundred thirty-five dollars (\$200,435).

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, 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 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) For all claims based upon or arising out of the Services or Work of the CONSULTANT, CONSULTANT shall indemnify and hold harmless, without cost to the DISTRICT, its Board of Directors and its officers, agents, and employees (the "DISTRICT Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees of the CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and 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; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark.

If such claim(s) results in a trier of fact's adjudication of CONSULTANT as liable, CONSULTANT shall pay to DISTRICT the reasonable attorneys' fees and costs which are determined to equate to the proportionate liability of CONSULTANT, as reimbursement for the attorneys' fees and costs incurred by the DISTRICT in defending the claim.

(b) For all claims not based upon or arising out of the Services or Work of the CONSULTANT, CONSULTANT shall indemnify, hold harmless, and defend, without cost to the

DISTRICT Parties, against any and all losses, claims, costs, damages, actions, proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees of the CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and 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; 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 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. RELEASE OF INFORMATION:

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.

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: CA Group, Inc
2785 S Rainbow Blvd
Las Vegas, NV 89146-4008
Attention: Steve Wyszomirski
Steve.Wyszomirski@c-agroup.com

To DISTRICT: Las Vegas Valley Water District
Attention: Ryan Perason
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Ryan.Pearson@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.

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

CA GROUP, INC.

LAS VEGAS VALLEY WATER DISTRICT

 8/7/17

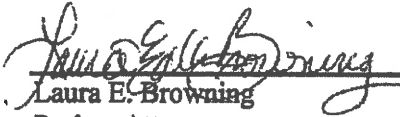
James Caviola
President

Date

John J. Entsminger
General Manager

Date

Approved as to form:

 8-2-17
Laura E. Browning
Project Attorney

Date

EXHIBIT A

SCOPE OF SERVICES

INTRODUCTION

This exhibit outlines the scope of work for Basic Services to be provided to the Las Vegas Valley Water District (LVVWD) by the Consultant for the Las Vegas Boulevard Improvements (hereinafter referred to as "Project").

PROJECT DESCRIPTION

On April 2, 2015, CA Group, Inc. entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services including preparation of contract engineering drawings, special provisions, cost estimates for the Las Vegas Boulevard Improvements From Stewart Avenue to Sahara Avenue, Part II, ("Prime Design Service Contract"). A detailed scope of services for the Project is included in the Prime Design Service Contract.

During May of 2017, CA Group was notified that the LVVWD was interested in funding new 12-Inch waterlines and replacement of existing varying size ACP water main within the project limits with new PVC water main. This Exhibit A, Scope of Service, includes all the engineering services required to add the waterline and replacement to the Project construction documents.

Pursuant to this Agreement Exhibits "D-1" – Basic Services Fee Breakdown, "E-1" – Additional Service Fee Breakdown, this Exhibit A, Scope of Basic Services, outlines additional work this is necessary to successfully complete this Project.

TASK 200 PRELIMINARY AND GENERAL ITEMS

200.1 Water Line Project Management

Consultant shall:

- Perform day-to-day work to administer interrelated activities, manage personnel and resources, monitor schedules and budgets, coordinate with LVVWD's Planning, City's Divisions/Departments such as Engineering Services, Development and Flood Control, Utilities, Community Development, City's Re-Development Agency, and other agencies as required to obtain information on existing and proposed facilities within the area of the proposed improvements.
- Prepare and distribute Project schedule updates.
- Prepare and distribute monthly status reports including fees spent and its correlation to items completed.
- On a regular basis, or a time frame approved by the LVVWD Representative, the Consultant's Project Manager will update the LVVWD Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the LVVWD Representative.

200.2 Progress Meetings

Consultant shall:

- Conduct monthly estimated (8) eight progress meetings during the Design phase.
- Prepare the agendas and prepare meeting minutes, recording the issues discussed and decisions reached and action items needed to be completed with the responsible party who will perform the work and the dates associated in completing said action items.
- Prepare and deliver appropriate correspondence, meeting notices, work plans, and schedules in draft review form for review by the LVVWD prior to issuing final versions for distribution.
- This agreement excludes coordination with a CMAR Contractor.

200.3 Utility and Entity Coordination

Consultant shall:

- Conduct a detailed field review and site inventory of the Project area to visually determine the presence of buried and overhead utilities.
- Coordinate with the affected utility companies and agencies to obtain information on existing and proposed utility facilities within the Project area. Agencies to be contacted by the Consultant shall include, but not be limited to: NDOT, RTC, Clark County Regional Flood Control District (CCRFCD), City of Las Vegas, Southern Nevada Water Authority (SNWA), NV Energy, ZAYO, CenturyLink, Cox Communications, Southwest Gas, Kern River Gas, Freeway Arterial Systems of Transportation (FAST), adjacent developers and their engineers, and other local and state agencies to collect available records regarding the size and location of their existing and proposed facilities, as applicable, and to determine where there may be conflicts.
- Track all utility submittals and comments on a Utility Submittal Matrix
- Identify potential utility conflicts and provide a preliminary indication regarding the need to physically pothole and/or relocate interfering utilities in order to construct the recommended roadway cross sections.
- Coordinate the relocation design of impacted utility, provide drawing files, attend coordination meeting, and incorporate design into improvements plans as required.

200.4 NDOT Encroachment Permit

- Prepare the forms, drawings and documents needed and requested by NDOT for issuance of an NDOT occupancy permit for the Charleston intersection.
- Submit the necessary documents including color coded plans to both NDOT and the LVVWD. The NDOT occupancy permit application documents will require LVVWD approval prior to the Consultant submitting to NDOT for review and approval. LVVWD will sign the application.
- Address comments received from the LVVWD and NDOT and revise documents accordingly.
- Incorporate the conditions outlined in the NDOT occupancy permit into relevant sections of the Special Provisions.

- Any permit fees will be the responsibility of the LVVWD and are not part of the Consultant fee.

Geotechnical Investigation and Report

The Consultant will use the Geotechnical Investigation prepared for Las Vegas Blvd Stewart to Sahara by Nova Geotechnical, Project No. E-13-065, Dated November 20, 2013.

TASK 300 70% DESIGN PHASE SERVICES

Upon receipt of written authorization by the LVVWD, the Consultant shall prepare and submit to the City and LVVWD a preliminary horizontal alignment for the water facilities to be installed in accordance with LVVWD's Design Guidance Documents and AutoCAD Standards. The limits of new waterline are as follows:

12-Inch waterline Stewart Ave to Ogden Ave

12-Inch waterline Fremont St north of alley

12-Inch waterline, Bridger Ave to Carson Ave

12-Inch waterline, Clark Ave to Charleston Blvd with connections at Bonneville Ave, Garces Ave, Gass Ave, Hoover Ave, and Charleston Blvd. 12-Inch waterline shall be extended to the south side of the Charleston intersection.

Replace existing Ductile Iron pipe within project limits to the limits of new pavement.

The waterline design will be incorporated into the City of Las Vegas Las Vegas Blvd Stewart to Charleston Phase 1 Improvement project, including the plans, special provisions and construction cost estimates. The construction quantities and costs will be broken out as required.

300.1 70% Design Phase Submittal

Consultant shall:

- Design and prepare drawings, contract documents and specifications, bid schedule, and construction cost estimate broken out by funding source as required to reflect a 70% level of completion.

- Provide the Special Provisions, and Appendices for insertion into the Contract Documents.
- Prepare and furnish five (5) sets of 11"x17" 70% drawings and two (2) 24"x26" sets utilizing AutoCad accompanied with five (5) sets of Specifications for review and comments.
- Provide the following drawings that my consists, in whole or in part, of the following:
 - Utility Plan and Profiles.
 - Construction Details.

300.3 Utility (SUE) Pot Holes

Consultant shall:

- Complete Quality Level A as further described herein. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of features.
- In areas identified where proposed waterline conflicts with existing utility, consult with the LVVWD to determine the need to and schedule to perform "potholing". The work shall include obtaining the necessary permits, providing traffic control, backfilling, compacting and surface restoration at a maximum of fifty four (54) locations.
- Perform the necessary location survey for the potholed areas.
- Incorporate gathered pot hole information into design profiles as required to clearly identify the existing utility location.

TASK 400 90% DESIGN PHASE SERVICES

400.1 90% Design Phase Submittal

Consultant shall:

- Advance the design and address all 70% review comments and incorporate applicable comments pursuant to the LVVWD's 70% review into the 90% plans, Contract Documents, special conditions, technical specifications, bid schedule, and cost estimate. It is assumed that Project will be constructed in one Phase with the City's Las Vegas Blvd Stewart to Charleston Phase 1 Improvement Project; therefore one set of construction documents will be prepared.
- Update the 90% estimate of construction costs per bid items.

TASK 500 100% DESIGN PHASE SERVICES

500.1 100% Pre-Final Design Phase Submittal

Consultant shall:

- Advance the design and address all 90% review comments and incorporate applicable comments pursuant to the LVVWD's 90% review into the Pre-Final plans, Contract Documents, special conditions, technical specifications, bid schedule, and cost estimate. It is assumed that Project will be constructed in one Phase with the City's Las Vegas Blvd Stewart to Charleston Phase 1 Improvement Project; therefore one set of construction documents will be prepared.
- Update the Pre-Final estimate of construction costs per bid items.

500.2 100% Final Design Phase Submittal

Consultant shall:

- Advance the design and address all Pre-final review comments and incorporate applicable comments pursuant to the LVVWD's pre-final review into the final plans. Provide one (1) set of final, full-size original bond drawings, Contract Documents and Specifications, as required for bidding and contractor procurement.
- It is assumed that Project will be constructed in one Phase with the City's Las Vegas Blvd Stewart to Charleston Phase 1 Improvement Project; therefore one set of construction documents will be prepared.

FEE SCHEDULE

BASIC SERVICES FEE BREAKDOWN

Scope of services, tasks and associated fees.

TASK	DESCRIPTION	LUMP SUM TASK AMOUNTS
200	PRELIMINARY AND GENERAL ITEMS	
200.1	Water Line Project Management	\$8,560.00
200.2	Progress Meetings	\$4,200.00
200.3	Utility and Agency Coordination	\$13,240.00
200.4	NDOT Encroachment Permit	\$6,830.00
200.5		\$0.00
200	Subtotal Fee	\$32,830.00
300	70% DESIGN PHASE	
300.1	70% Design Phase Plans	\$31,740.00
	70% Construction Cost Estimate and Special Provisions	\$6,200.00
300.3	Utility (SUE) Pot Holes	\$63,915.00
300.4		\$0.00
300	Subtotal Fee	\$101,855.00
400	90% DESIGN PHASE	
400.1	90% Design Phase Plans	\$22,760.00
	90% Design Phase Construction Cost Estimate and Special Provisions	\$4,560.00
400.3		\$0.00
400	Subtotal Fee	\$27,320.00
500	100% DESIGN PHASE	
500.1	100% Pre-Final (Bond) Submittal	\$14,670.00
500.2	100% Final (Bond) Submittal	\$3,760.00
500.3		\$0.00
500	Subtotal Fee	\$18,430.00
	Total Basic Services Fee	\$180,435.00
	CONTINGENCY	\$20,000.00
	TOTAL	\$200,435.00

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

September 5, 2017

Subject: Construction Award	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors award Contract No. C1467, Miscellaneous Small Backflow Installations, Phase XV, to General Design and Construction Co., Inc., for the amount of \$2,074,950, authorize a change order contingency amount not to exceed \$200,000, and authorize the General Manager to sign the construction agreement.	

Fiscal Impact:

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

Background:

Contract No. C1467, Miscellaneous Small Backflow Installations, Phase XV (Contract), consists of providing and installing up to 600 new 1-inch, 1 1/2-inch or 2-inch reduced pressure principle assembly backflow prevention devices on existing non-single-family residential services that are currently unprotected or under-protected throughout the District's service area.

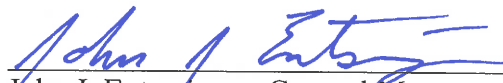
Sealed bids were received, publicly opened, and read aloud on July 26, 2017. A tabulation of the bids received is listed below:

General Design and Construction Co., Inc.	\$2,074,950
Tab Contractors, Inc.	\$2,197,615
Acme Underground, Inc.	\$2,396,610
Byrd Underground, LLC	\$2,438,805
CG&B Enterprises, Inc.	\$2,999,555
National Pipeline Contractors, LLC	\$3,288,000

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

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

Respectfully submitted:


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

AGENDA ITEM #

6

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 <input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" 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: 13						
Corporate/Business Entity Name: General Design & Construction Co., Inc.						
(Include d.b.a., if applicable)						
Street Address:	5180 Rogers Street			Website: gdciv.com		
City, State and Zip Code:	Las Vegas, Nevada 89118			POC Name: Erick Sanchez, President		
				Email: erick@gdciv.com		
Telephone No:	702-367-2512			Fax No: 702-367-2152		
Nevada Local Street Address: (if different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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)
Erick Sanchez	President	52%
Ramon Sanchez	Vice President	22%
Eugene Perry	Secretary/Treasurer	22%
Monica Sanchez		4%

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.


 Signature
 President
 Title

Erick Sanchez
 Print Name

8/8/2017
 Date

DISCLOSURE OF RELATIONSHIP

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

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For LVVWD Use Only:

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

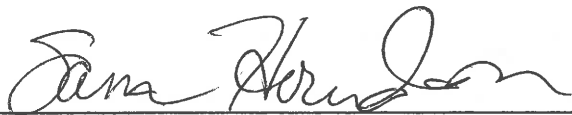
☒ No Disclosure

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

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

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

Notes/Comments:



Signature

Sam Herndon

Print Name

Authorized Department Representative

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and General Design & Construction Co., Inc.

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

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: MISCELLANEOUS SMALL BACKFLOW INSTALLATIONS,
PHASE XV

Contract No: C1467

Public Works Project Identifying Number: CL-2017-64

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

- i. Bid Form and Accompanying Documents, including without limitation, Affidavit Pertaining to Preference Eligibility
 - j. Bonds
 - k. Instructions to Bidders
 - l. Invitation to Bid and Legal Notice
 - m. Notice of Award
 - n. Final Notice to Proceed
6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

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

[CONTRACTOR'S NAME]

General Design & Construction Co., Inc

By: 

Signature Empowered to Bind Contractor

Erick Sanchez

Type or Print Name

President

Official Title

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

LAS VEGAS VALLEY WATER DISTRICT

By: _____

John J. Entsminger
General Manager

Approved as to Form:


Laura E. Browning, Esq. Deputy Counsel

END OF DOCUMENT

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

September 5, 2017

Subject: Agreement	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 agreement between HD Supply Waterworks, Ltd., and the District to purchase Neptune water meters for an amount not to exceed \$1,200,000 for a term of October 1, 2017, through September 30, 2018, 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 requested funds are available in the District's Capital Budget. Funds for future year expenditures will be budgeted accordingly.

Background:

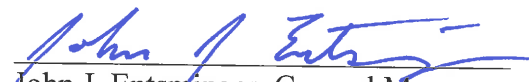
On September 12, 2012, the District executed a \$500,000 contract with HD Supply Waterworks, LLC (HD Supply) for the purchase of large commercial Neptune water meters and parts. The agreement was a sole source purchase awarded through the Vendor Award Tracking System, VAT No. L_1112. On February 2, 2013, VAT L_1176 was approved for an additional \$290,000 in funds during the remaining renewal terms. The HD Supply contract currently in effect will terminate on September 30, 2017.

Neptune water meters, which constitute approximately 25 percent of the meters in the District's service system, are one of three brands the District has used to standardize its large diameter commercial water meter services. By using the Neptune water meters and parts in repairs or change-outs of existing Neptune meters, the District avoids significant costs that may result by using other manufacturers' meters. When an in-service Neptune water meter is not repairable, a new Neptune water meter can replace it without re-plumbing the service line. Other manufacturers' meters may not be suitable as a replacement for a Neptune water meter because hydraulics of the service line may change and result in inaccurate reads. The District's customers also benefit by a reduction in service disruption when water meters are being repaired or replaced.

If approved, the District will continue to purchase and use Neptune water meters and parts in its large commercial meter change-out program for current and new development services. Approval of this agenda item also authorizes staff to consider and approve future price increases, not to exceed five percent annually. The term of this agreement is from October 1, 2017, through September 30, 2018, and may be renewed for up to four additional one-year terms.

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 reviewed and approved the contract.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:AAM:PAU:JHH:CC:JWC;rc
Attachment

AGENDA
ITEM #

7

AGREEMENT
BLANKET PURCHASE ORDER NO. _____

THIS AGREEMENT, made and entered into, by and between the Las Vegas Valley Water District (Owner) and HD Supply Waterworks, Ltd. (Provider),

The Parties do mutually agree as follows:

1. Provider was awarded Blanket Purchase Order _____ for the purchase of Neptune water meters and parts for up to \$1,200,000 per contract term pursuant to an administrative approval document signed by the General Manager for Owner.
2. Owner agrees to purchase and Provider agrees to provide the specified Neptune meters and parts to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the contract.
3. Provider certifies that Provider has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
4. Owner will pay the Provider the pricing as specified in Neptune's letter, dated August 7, 2017 and HD Supply Waterworks' letter, dated August 3, 2017, in the manner and upon the conditions set forth in the Contract Documents.
5. This Agreement shall become effective as of October 1, 2017 through September 30, 2018 with the option by the Owner to renew for four additional one-year periods.
6. Contract Documents which comprise the entire agreement between Owner and Provider for the performance of Work consist of the following (as applicable):
 - Agreement
 - Owner's General Terms and Conditions for the Purchase of Goods
 - Pricing letter from Neptune Technology
 - Pricing letter from HD Supply Waterworks, Ltd.
 - Blanket Purchase Order No. _____

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

HD SUPPLY WATERWORKS, LTD.

LAS VEGAS VALLEY WATER DISTRICT

By: 

By: _____

Name: RAY SEIGNORTH

Name: John J. Entsminger

Title: Regional VP - West Region

Title: General Manager

Approved as to form:

By: 

Tabitha D. Fiddymont, Director-Legal Services

DISCLOSURE OF OWNERSHIP/PRINCIPAL FORM

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input checked="" 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:		HD Supply Waterworks, LTD					
(Include d.b.a., if applicable)							
Street Address:		2829 Lasec Rd.		Website: www.hdswaterworks.com			
City, State and Zip Code:		North Las Vegas, NV 89030		POC Name and Email: Ogeana Hynes			
Telephone No:		702-494-1000		Fax No: 702-336-6749			
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:		19					

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non- profit organizations)
HD Supply Waterworks Group, Inc.		44.7706 %
HD Supply Holding, LLC		54.2294 %
HD Supply GP + Management, Inc.		1 %

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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
Branch Manager
Title

Ogenna Hymes
Print Name
21 July, 2016
Date

DISCLOSURE OF OWNERSHIP/PRINCIPAL FORM

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
 JOHN CASTIGLIONE
 Print Name
 Authorized Department Representative