

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

**REGULAR MEETING**  
**9:00 A.M. – FEBRUARY 6, 2018**

**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: January 30, 2018

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

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

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

**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**

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

Visit our website at [http://www.lvvwtd.com/about/board\\_meetings.html](http://www.lvvwtd.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@lvvwtd.com](mailto:agendas@lvvwtd.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 January 2, 2018.

**BUSINESS AGENDA**

2. *For Possible Action:* Approve and authorize the General Manager to execute an interlocal agreement between Clark County and the District to create a Bearpoppy habitat at the Springs Preserve, accept funds in the amount of \$94,810, and approve future modifications only if the future modifications do not fiscally impact the District.
3. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Sensus USA, Inc., and the District to purchase Sensus water meters and parts for an amount not to exceed \$1,331,000 for a term of February 7, 2018, through February 6, 2019, with the option to renew for four additional one-year periods, and authorize an annual increase not to exceed 5 percent for price increases for each renewal period.
4. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Black & Veatch Corporation and the District to provide professional design engineering and construction support services for the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station for the amount of \$2,981,846.
5. *For Possible Action:* Approve and authorize the General Manager to provide the District's consent to an Assignment and Assumption of Conservation Program Contribution Agreement among Alon Las Vegas Resort, LLC; WestProp I, LLC; the Southern Nevada Water Authority; and the District.
6. *For Possible Action:* Award a contract to drill and develop a replacement well to Stonehouse Drilling & Construction, LLC, for the amount of \$1,379,720, authorize a change order contingency for an amount not to exceed \$130,000, and authorize the General Manager to sign the construction agreement, or take other action as appropriate.

**AGENDA – LAS VEGAS VALLEY WATER DISTRICT – PAGE TWO – FEBRUARY 6, 2018**

7. *For Possible Action:* Award a contract for main replacement in Elvis Presley Boulevard and Paradise Road to TAB Contractors, Inc., for the amount of \$2,455,991, authorize a change order contingency amount not to exceed \$240,000, and authorize the General Manager to sign the construction agreement, or take other action as appropriate.

**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  
JANUARY 2, 2018  
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  
Larry Brown  
James Gibson  
Chris Giunchigliani  
Lawrence Weekly (entered at item #2)

DIRECTORS ABSENT None

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

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

**COMMENTS BY THE GENERAL PUBLIC**

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

There were no speakers.

**ITEM NO.**

**1. Approval of Agenda & Minutes**

FINAL ACTION: A motion was made by Director Giunchigliani to approve the agenda and the minutes from the regular meeting of December 5, 2017. The motion was approved.

**2. Select a President and Vice President for calendar year 2018.**

FINAL ACTION: A motion was made by Director Brown to retain Marilyn Kirkpatrick as President and Steve Sisolak as Vice President. The motion was approved.

**CONSENT AGENDA** Items 3 – 4 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

**3. Approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities at the Orr Park 4 Restrooms Project.**

**4. Approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities at the Southwest Regional Sports Park Phase 2 Project.**

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

**BUSINESS AGENDA**

**5. Adopt the 2018B SNWA Refunding Bond Resolution, providing for the issuance of the District's General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Refunding Bonds, Series 2018B, in the maximum principal amount of \$90,380,000, to refinance outstanding bonds for the District additionally secured by SNWA pledged revenues.**

John Entsminger, General Manager, stated that similar to previous years, the District will refund bonds at lower interest rates with an expected net present value savings this year of \$10.2 million.

Vice President Sisolak asked if this refunding was impacted by the recent Congress tax act. Brian Thomas, Chief Financial Officer, stated that the recent tax act eliminated advanced refunding, not current refunding as presented. President Kirkpatrick asked for clarification on advanced refunding. Mr. Thomas stated that current refunding is defined as any new refunding bonds issued within 90 days of a call date and advanced refunding is anything in excess of the 90-day call date.

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

- 6. Conduct a public hearing regarding the issuance of General Obligation (Limited Tax) Water Bonds (additionally secured by pledged revenues) in the principal amount of up to \$100,000,000 for the purpose of financing water projects for the Las Vegas Valley Water District.**

President Kirkpatrick opened the public hearing. There were no persons wishing to speak. President Kirkpatrick closed the public hearing.

FINAL ACTION: No motion was required.

**COMMENTS BY THE GENERAL PUBLIC**

John Perazzo, representing the Las Vegas Senior Citizen Advisory Board, asked infrastructure, customer service and water conservation-related questions. President Kirkpatrick stated that District staff will follow up with him and his constituents with answers to their questions.

**Adjournment**

There being no further business to come before the board, the meeting adjourned at 9:14 a.m.

APPROVED:

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Marilyn K. Kirkpatrick, President

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John J. Entsminger, General Manager

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

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

February 6, 2018

<b>Subject:</b> Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> Julie A. Wilcox, Deputy General Manager, Administration	
<b>Recommendations:</b> That the Board of Directors approve and authorize the General Manager to execute an interlocal agreement between Clark County and the District to create a Bearpoppy habitat at the Springs Preserve, accept funds in the amount of \$94,810, and approve future modifications only if the future modifications do not fiscally impact the District.	

**Fiscal Impact:**

If the above recommendation is approved, the District will receive \$94,810 from the Clark County Desert Conservation Program under the terms of the agreement. No matching contribution is required.

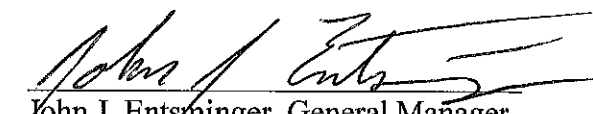
**Background:**

The Clark County (County) Multiple Species Habitat Conservation Plan (MSHCP) requires the County to implement conservation actions within Clark County, Nevada. These conservation activities are funded through the MSHCP process, which generates funds from various sources, including mitigation fees paid to the County for disturbance of Desert Tortoise habitat located on federal lands. These fees are collected pursuant to Section 10 of the Endangered Species Act (Section 10 Funds) and Section 2.8 of the MSHCP (2000).

The attached interlocal agreement sets forth terms and conditions for the development of a Bearpoppy habitat at the Springs Preserve. Found only in Las Vegas, the plant with striking yellow flowers has been listed as "critically endangered" by the State of Nevada. This project will protect Bearpoppy found onsite and includes fence installation, trail enhancements, and the construction of a ramada with interpretative signage to expand public knowledge and encourage support for the recovery of threatened and endangered species.

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

Respectfully submitted:

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

AGENDA  
ITEM #

2

INTERLOCAL AGREEMENT  
FOR SPRINGS PRESERVE BEARPOPPY HABITAT

between

CLARK COUNTY, NEVADA  
DEPARTMENT OF AIR QUALITY  
DESERT CONSERVATION PROGRAM

and

LAS VEGAS VALLEY WATER DISTRICT

FUNDING SOURCE – SECTION 10

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between CLARK COUNTY, administered by the Department of Air Quality, (herein after referred to as COUNTY), a political subdivision of the State of Nevada, and the LAS VEGAS VALLEY WATER DISTRICT (herein after referred to as AGENCY), a political subdivision of the State of Nevada, for SPRINGS PRESERVE BEARPOPPY HABITAT.

WITNESSETH:

WHEREAS, COUNTY is required to approve and implement conservation actions and activities within Clark County, Nevada over the thirty year term of the Multiple Species Habitat Conservation Plan (MSHCP) Permit #TE034927-0, effective February 1, 2001 accessible on the following website:  
<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>.

WHEREAS, pursuant to the authority granted by NRS 277.180, which authorizes COUNTY to enter into agreements with AGENCY to perform any governmental service or activity or undertaking which COUNTY or AGENCY is authorized to perform by law.

WHEREAS, COUNTY agrees to fund this AGREEMENT for the total not to exceed amount of \$94,810.00 including all travel, lodging, meals, equipment and miscellaneous expenses.

WHEREAS, the sources of funds necessary to pay for the actions and activities described in Exhibit A, Scope of Work are generated from mitigation fees collected pursuant to Section 10 of the Endangered Species Act (Section 10 Funds) and Section 2.8 of the MSHCP (2000) accessible on the following website:  
<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>.

WHEREAS, the parties desire to enter into this AGREEMENT for the purposes of assuring actions identified in Exhibit A, Scope of Work will be completed by AGENCY and paid for by COUNTY.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants, the parties agree as follows:

ARTICLE I: SCOPE OF WORK

AGENCY will provide goods and/or services as set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein.

ARTICLE II: ADMINISTRATION OF AGREEMENT

Actions performed by AGENCY shall be subject to review for compliance with the terms of this AGREEMENT by COUNTY's representative, Heather Green, Management Analyst II, 702.455.1605, or the Director of the Department of Air Quality's designee. COUNTY's representative may delegate any or all of his/her responsibilities under this AGREEMENT to appropriate staff member(s).

### ARTICLE III: SUBCONTRACTS

Upon written approval by COUNTY, AGENCY may subcontract with, or arrange for work defined in Exhibit A, Scope of Work to be completed by, an approved agency or contractor.

### ARTICLE IV: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay AGENCY for goods and/or services provided as outlined in Exhibit A, Scope of Work, up to the not to exceed amount of \$94,810.00, based on approved budget appropriations for this project.

AGENCY will be entitled to periodic payments for work completed, and for other approved direct costs incurred as defined in Exhibit A, Scope of Work.

COUNTY, at its discretion, may not approve or issue payment on invoices if AGENCY fails to provide the following information required on each invoice:

1. The title of the project as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, the Invoice Date, the Invoice Period, the Invoice Number, the Payment Address, and the Funding Source.
2. A "BUDGET SUMMARY COMPARISON", which outlines the total amount AGENCY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

If COUNTY rejects an invoice as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) calendar days to correct the invoice and resubmit.

Invoices shall be submitted via email to [dcp@clarkcountynv.gov](mailto:dcp@clarkcountynv.gov), or by United States mail or commercial courier/parcel service addressed as follows:

Sr. Financial Office Specialist, Desert Conservation Program  
Clark County Department of Air Quality  
4701 W. Russell Road, Suite 200  
Las Vegas, NV 89118

AGENCY shall submit an invoice within sixty (60) calendar days after the end of each calendar quarter in which the AGENCY performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work, unless COUNTY and AGENCY agree upon a different timetable in writing. However, without exception, AGENCY shall submit any and all invoices within six (6) months from the date AGENCY performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work.

COUNTY will provide payment within sixty (60) calendar days after receipt of an acceptable invoice including required documentation. Upon request by COUNTY, AGENCY shall provide justification of expenses within thirty (30) calendar days. COUNTY shall not provide payment on any invoice AGENCY submits after six (6) months from the date AGENCY performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work.

AGENCY must notify COUNTY in writing of any changes to AGENCY's remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) calendar days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment will be withheld until all deliverables have been submitted and accepted.

### ARTICLE V: TIME SCHEDULE

Time is of the essence for this agreement. The work identified in Exhibit A, Scope of Work is anticipated to end on November 2, 2018.

If the AGENCY's performance of work is delayed or if the AGENCY's sequence of tasks is changed, the AGENCY shall include a written explanation of the reasons for the delay and shall ensure that the updated schedule provides for the completion of the work within the term of the AGREEMENT. Each updated schedule is subject to the COUNTY representative's written approval. If at any time, the work is at risk of not being completed within the term of this AGREEMENT, AGENCY shall notify the COUNTY's representative in writing immediately.

#### ARTICLE VI: TERM OF AGREEMENT

The term of this AGREEMENT shall be from the day of contract award through November 2, 2018, contingent upon the availability of funds.

COUNTY, at its sole discretion, may authorize a no cost extension to the term of this AGREEMENT for a period up to 6 months.

Final invoices to be submitted under this AGREEMENT must be received by COUNTY within ninety (90) calendar days after contract end date.

#### ARTICLE VII: SUSPENSION AND TERMINATION

**Suspension.** COUNTY may suspend performance by AGENCY under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to AGENCY. AGENCY shall not perform further work under this AGREEMENT as of the effective date of suspension. AGENCY may not resume performance, unless and until, COUNTY issues written notice to resume performance.

**Termination for Convenience.** Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

**Termination for Cause.** This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of AGENCY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within AGENCY's control. If after termination for cause it is determined that AGENCY has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

**Process.** The rights and remedies of COUNTY and AGENCY provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by AGENCY of a suspension or termination notice, or delivery by AGENCY of a termination notice, AGENCY shall promptly discontinue all services affected (unless COUNTY's notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Exhibit A, Scope of Work.
2. In the event this AGREEMENT is terminated by AGENCY, AGENCY acknowledges that its termination may affect COUNTY's consideration of AGENCY for future projects.
3. In the event of termination of this AGREEMENT, AGENCY is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay AGENCY for work performed up to and including the date on which AGENCY discontinued or should have discontinued all services as determined by Paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to AGENCY may be adjusted to the extent COUNTY incurs additional costs by reason of AGENCY's default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

#### ARTICLE VIII: AMENDMENTS

COUNTY may at any time, by written order and with the written consent of AGENCY, make changes to the Exhibit A, Scope of Work of this AGREEMENT. Requests for changes to the Exhibit A, Scope of Work made by AGENCY must be made in writing, must be submitted via email to: [dcp@clarkcountynv.gov](mailto:dcp@clarkcountynv.gov) and must adhere to COUNTY procedures, accessible on the following website:  
<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>.



Requests are subject to approval by COUNTY. If approved, these changes will be incorporated into this AGREEMENT through a written authorization.

#### ARTICLE IX: NOTICES

Except where specifically stated in this AGREEMENT, all notices, requests, demands, and other communications (collectively referred to as correspondence), required or permitted pursuant to this AGREEMENT shall be made in writing. When sent to AGENCY's address described below, correspondence is deemed received immediately if emailed, or within three business days if deposited in the United States mail, first class postage, or commercial carrier.

TO COUNTY: Heather Green, Desert Conservation Program  
Clark County Department of Comprehensive Planning  
Clark County Government Center  
500 So. Grand Central Parkway / 1<sup>st</sup> Floor  
Las Vegas, NV 89106  
[hyg@clarkcountynv.gov](mailto:hyg@clarkcountynv.gov)

TO LVVWD: Kathy Flanagan, Management Analyst  
Las Vegas Valley Water District  
1001 So. Valley View Blvd.  
Las Vegas, NV 89153  
[Kathy.flanagan@lvvwd.com](mailto:Kathy.flanagan@lvvwd.com)

#### ARTICLE X: EQUIPMENT

For equipment that may be purchased under this AGREEMENT, AGENCY will retain title. For equipment with an individual purchase price of \$5,000 (five thousand dollars) or more, the final invoice shall certify the per unit fair market value, including the source or method for determining the value, and the deduction of any remaining value from the final invoice if applicable. In the case of leased equipment, COUNTY requires a copy of the executed lease AGREEMENT within thirty (30) calendar days of its inception. The final invoice shall certify that the lease has been terminated and/or lease costs have been transferred to AGENCY funding source.

#### ARTICLE XI: INTELLECTUAL PROPERTY

Title to all inventions resulting from any research performed as part of this Agreement shall reside with AGENCY. AGENCY grants to COUNTY a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of COUNTY the subject inventions throughout the world without notice to AGENCY.

Title to all copyrightable deliverables resulting from the performance of this Agreement shall reside with AGENCY. AGENCY grants to COUNTY a royalty-free, perpetual license to copy, use, disclose, and sublicense such deliverables for any lawful purpose without notice to AGENCY.

#### ARTICLE XII: DESERT CONSERVATION PROGRAM ACKNOWLEDGEMENT

COUNTY requires acknowledgement of its support of your activities. The acknowledgement listed in quotation marks below shall be used for all products, publications, presentations, and related media generated in conjunction with the project outlined in Exhibit A, Scope of Work. In instances where use of this statement is not feasible AGENCY may adjust the statement or receive a waiver of use, upon written notice to and approval by COUNTY.

*"This work was supported by the Clark County Desert Conservation Program and funded by Section 10, as project # 2017-LVVWD-1790A to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."*

#### ARTICLE XIII: AGENCY REQUIREMENTS

There are no additional requirements of AGENCY that have been agreed upon by COUNTY.

#### ARTICLE XIV GOVERNING LAW/VENUE OF ACTION

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

ARTICLE XV: AUTHORIZED REPRESENTATIVES

By signature below the parties certify; individuals listed in this document are representatives of the respective parties and are authorized to act in their respective areas for matters related to this agreement.

LAS VEGAS VALLEY WATER DISTRICT

By: \_\_\_\_\_  
JOHN J. ENTSMINGER  
General Manager

Date: \_\_\_\_\_

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
STEVE SISOLAK  
Chairman  
Board of County Commissioners

Date: 1/2/18 \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Lynn Goya, County Clerk

Date: 1/2/18 \_\_\_\_\_

APPROVED AS TO FORM:  
Steven Wolfson, District Attorney

By: \_\_\_\_\_  
CATHERINE JORGENSEN  
Deputy District Attorney

Date: 12/15/17 \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

**A. PROJECT TITLE:** Springs Preserve Bearpoppy Habitat

**B. PROJECT NUMBER:** 2017-LVVWD-1790A

**C. PROJECT OVERVIEW:**

The Las Vegas Valley Water District (AGENCY) will create a Las Vegas Bearpoppy Habitat on the Springs Preserve property to protect and to serve as an educational platform to expand public knowledge of this and other rare plants found in the Las Vegas Valley.

**D. PROJECT LOCATION(S):**

The project will be implemented at the Springs Preserve, 333 S. Valley View Blvd., Las Vegas, NV. The Springs Preserve and associated lands are owned and operated by AGENCY and was listed on the National Register of Historic Places in 1978. The habitat will encompass approximately five acres in the northwestern portion of the property.

**E. PROJECT GOALS AND OBJECTIVES:**

The goals of this project are to contribute toward the recovery of the Las Vegas Bearpoppy by protecting the habitat, and expanding public knowledge and interest of the Bearpoppy

AGENCY shall acquire necessary permits, perform all formal surveys, install fencing, construct a Ramada, and build a trail network. AGENCY will develop Bearpoppy educational materials and interpretive panels to be installed at the Ramada.

**F. PROJECT METHODS:**

For specific details about project methods refer to Appendix 2.

**G. PERMITS & REQUIREMENTS:**

AGENCY will obtain all necessary permits for construction of the habitat.

**H. PROJECT SCHEDULE, MILESTONES AND DELIVERABLES:**

AGENCY shall complete all deliverables and meet all milestones per the schedule listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. A milestone is a reference point marking a major event in the project and will be used to monitor the project's progress. A deliverable is a tangible and measurable result, outcome, or item that must be produced to complete a project or a part of a project.

**Description of Deliverables and Milestones**

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and AGENCY may begin work.
2. Project Kick-off Meeting. This meeting shall be conducted in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. AGENCY's Project Manager shall attend.
3. Fence Complete. AGENCY will ensure that construction activities pertaining to the fencing have been completed. Progress will be confirmed by COUNTY through discussions with AGENCY project manager, and site visits.
4. Trails Complete. AGENCY will ensure that construction activities pertaining to the trails have been completed. Progress will be confirmed by COUNTY through discussions with AGENCY project manager, and site visits.
5. Interpretive Signage Review. AGENCY will provide interpretive signage message that will be on the Ramada for review.
6. Ramada Complete. AGENCY will ensure that construction activities pertaining to the Ramada have been completed. Progress will be confirmed by COUNTY through discussions with AGENCY project manager, and site visits.
7. Final Project Review Summary Form and Project Claim Release. This deliverable shall be submitted at the completion of the project in the format provided on the following website:

<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx> document title "DCP Final Project Review Summary Format".

#### **I. DOCUMENT SUBMITTAL:**

All deliverables must be submitted via email to: [dcp@clarkcountynv.gov](mailto:dcp@clarkcountynv.gov) unless otherwise specified in Section I, Project Schedule, Milestones and Deliverables.

Deliverables submitted electronically may not exceed 30MB file size.

If submitting a document in a format other than Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat, AGENCY shall contact COUNTY Project Manager to determine if the software is acceptable and if the document can be submitted via email.

All deliverables must be accompanied by a Deliverable Transmittal Form (DTF). AGENCY shall complete the 'Contractor/Agency section' of the DTF. The form may be found at: <http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx> document title "DCP Deliverable Transmittal Form".

If unable to submit deliverables via email, submit them via U.S. mail or commercial courier or parcel service. Please send only one deliverable per disk and ensure that each disk is labeled with the project title and project number listed in this Scope of Work.

Deliverables submitted via U.S. mail or commercial courier or parcel service shall be mailed to the following address:

Deliverable Monitor, Desert Conservation Program  
Clark County Department of Air Quality  
4701 W. Russell Road, Suite 200  
Las Vegas, NV 89118

Within thirty (30) calendar days of receipt of a deliverable, COUNTY's representative will approve or reject the deliverable and notify AGENCY in writing. If more time is needed for review of deliverables, as in the case of a peer review, COUNTY will notify AGENCY in writing and provide an estimated number of days for review. If the deliverable is not approved, the notification will include the reasons for the disapproval, including, but not limited to, the quality and substance of the deliverable based on standard professional practice and applicable terms of this Agreement. AGENCY shall correct the deficiencies and resubmit an acceptable deliverable to COUNTY within ten (10) calendar days for approval, unless otherwise directed by COUNTY. Upon AGENCY'S request and justification, COUNTY may grant AGENCY more time for corrections. Invoice payment will be withheld pending deliverable approval.

#### **J. INVOICING SCHEDULE AND REQUIREMENTS:**

All invoices must be submitted according to the procedures outlined in Article IV of the Agreement. This section provides further clarification on invoicing allowances:

AGENCY shall invoice COUNTY *only* upon submission and acceptance of deliverables and completion of milestones and in accordance with the "amount allowed" fee(s) listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

It is the responsibility of AGENCY to ensure all deliverables for the invoice period have been delivered and accepted and all milestones have been completed **before submitting an invoice**. AGENCY shall cite the deliverable and/or milestone number being invoiced.

COUNTY, at its discretion, may not approve or issue payment on invoices if AGENCY fails to provide the following information required on each invoice:

- a. The Title of the Project as stated in this Scope of Work, Project Number, Deliverable and/or Milestone Number being invoiced, Purchase Order Number, the Invoice Date, the Invoice Number, and the Payment Address.
- b. A "BUDGET SUMMARY COMPARISON" sheet, which outlines the total amount AGENCY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices. The form may be found at: <http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>

Invoices shall be submitted via email to [dcp@clarkcountynv.gov](mailto:dcp@clarkcountynv.gov), or by United States mail or commercial courier/parcel service addressed as follows:

Sr. Financial Office Specialist, Desert Conservation Program  
Clark County Department of Air Quality  
4701 W. Russell Road, Suite 200  
Las Vegas, NV 89118

PLEASE DO NOT SEND INVOICES VIA EMAIL **AND** MAIL, please select one submission option or the other and submit invoices only once.

Per NRS 244.250 COUNTY shall not provide payment on any invoice AGENCY submits after six (6) months from the date AGENCY performs services, provides deliverables, and or meets milestones, as agreed upon in this Scope of Work.

**Appendix 1**

**Milestone/Deliverable/Invoicing Schedule Table  
Springs Preserve Bearpoppy Habitat  
2017-LVVWD-1790A**

<b>Date Due</b>	<b>Deliverable / Milestone #</b>	<b>Deliverable / Milestone Title</b>	<b>Amount Allowed</b>
April 16, 2018	M01	Contract Award and Mobilization	\$0.00
July 30, 2018	M02	Project Kick-off Meeting	\$0.00
August 31, 2018	M03	Fence Complete	\$12,000.00
August 31, 2018	M04	Trail Complete	\$35,000.00
August 31, 2018	M05	Interpretive Signage Review	\$5,000.00
September 28, 2018	M06	Ramada Complete	\$34,000.00
October 19, 2018	D01	Final Project Review Summary Form and Project Claim Release	\$8,810.00
November 2, 2018	N/A	Project Closeout	N/A
TOTAL NOT TO EXCEED AMOUNT:			\$94,810.00

## **APPENDIX 2**

### **Project Methods Las Vegas Springs Preserve Bearpoppy Habitat 2017-LVVWD-1790A**

Task 1.1: Conduct a formal survey of cultural and biological resources within the proposed project area to ensure resources are protected.

Task 1.2: Stake the proposed site perimeter, Ramada footprint, and trail based on presence and/or location of cultural and biological resources.

Task 1.4: Acquire necessary permits to allow for fence construction adjacent to bearpoppy habitat.

Task 1.6: Obtain formal quotes for installation of fencing.

Task 1.7: Award bid for fencing installation, Ramada, and trail to responsible contractor.

Task 1.8: Project construction.

Task 1.10: Host exhibit grand opening and/or press/member event.

#### **Expand public knowledge and interest in the recovery of the Las Vegas Bearpoppy**

Task 2.1: Update trails map to include information on the Las Vegas Bearpoppy and information on how to protect the species.

Task 2.4: Develop and install interpretive panels for viewing Ramada.

Task 2.5: Update the Springs Preserve Field Trip content/curriculum to include information on the Bearpoppy.

Task 2.6: Utilize social media tools such as Facebook, Twitter, Instagram, etc. to engage the public through stories and photos (e.g., talk about what to do if you see bearpoppy in the wild; etc.).

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

February 6, 2018

<b>Subject:</b> Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> Julie A. Wilcox, Deputy General Manager Administration	
<b>Recommendations:</b> That the Board of Directors approve and authorize the General Manager to sign an agreement between Sensus USA, Inc., and the District to purchase Sensus water meters and parts for an amount not to exceed \$1,331,000 for a term of February 7, 2018, through February 6, 2019, with the option to renew for four additional one-year periods, and authorize an annual increase not to exceed 5 percent for price increases for each renewal period.	

**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:**

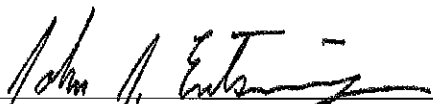
On May 7, 2013, the District awarded a contract for the amount of \$965,000 to Sensus USA, Inc., for the purchase of large commercial Sensus water meters and parts from Bid No. 2234-13. The District wants to continue this relationship based as a sole source purchase directly from the manufacturer, Sensus USA, Inc. The contract currently in effect will terminate on May 7, 2018.

Sensus 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 Sensus water meters and parts in repairs or change-outs of existing Sensus meters, the District avoids significant costs that may result by using other manufacturers' meters. When an in-service Sensus water meter is not repairable, a new Sensus water meter can replace it without re-plumbing the service line. Other manufacturers' meters may not be suitable as a replacement for Sensus water meters since the hydraulics of a service line may be adversely changed resulting 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 Sensus water meters and parts in its large commercial meter change-out program for current and new development services. The term of this agreement is from February 7, 2018, through February 6, 2019, and the agreement may be renewed for up to four additional one-year terms. Approval of this agenda item also authorizes staff to consider and approve future price increases, not to exceed 5 percent annually for each renewal period.

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  
JJÉ:JAW:AMM:FJM:JHH:CC:JWC;jd  
Attachment

AGENDA  
ITEM #

3



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<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 Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> 1						
<b>Corporate/Business Entity Name:</b> SEASONS USA INC.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b> 2601 SILVERADO BLVD, 25720			<b>Website:</b> www.seasonsusa.com			
<b>City, State and Zip Code:</b> RALEIGH, NC 27615			<b>POC Name:</b> BILL BOYD			
<b>Telephone No:</b> (919) 845-9000			<b>Email:</b> bill.boyd@seasonsusa.com			
<b>Nevada Local Street Address:</b>			<b>Fax No:</b> (919) 845-3495			
<b>(If different from above)</b>			<b>Website:</b>			
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b>			
			<b>Email:</b>			

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)
COLIN SABA	PRESIDENT	
MARK HARDEE	VP, TAX/ACCOUNTS CONTROLLER	
JANELL E. GUMINGER	VP, ASSISTANT SECRETARY	

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.

Signature: <u>Mark Hardee</u>	Print Name: <u>Mark Hardee</u>
CFO	Date: <u>01/02/2018</u>

## 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

Print Name:  
Authorized Department Representative

**AGREEMENT**  
**BLANKET PURCHASE ORDER NO. \_\_\_\_\_**

THIS AGREEMENT, made and entered into, by and between the Las Vegas Valley Water District (Owner) and Sensus USA, Inc. (Provider).

The Parties do mutually agree as follows:

1. Provider was awarded Blanket Purchase Order \_\_\_\_\_ for the purchase of Sensus water meters and parts for up to \$1,331,000 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 Sensus 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 Sensus' Quote #23716 from Rob Joyce, dated November 20, 2017, in the manner and upon the conditions set forth in the Contract Documents.
5. This Agreement shall become effective as of February 7, 2018, through February 6, 2019, 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
  - Quote #23716, dated November 20, 2017, from Sensus USA, Inc.
  - Blanket Purchase Order No. \_\_\_\_\_

IN WITNESS WHEREOF, Provider has caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SENSUS USA, INC.

LAS VEGAS VALLEY WATER DISTRICT

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

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

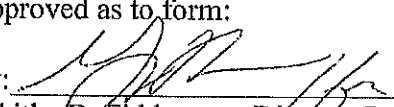
Name: \_\_\_\_\_

Name: John J. Entsminger

Title: \_\_\_\_\_

Title: General Manager

Approved as to form:

By:   
Tabitha D. Fiddymment, Director-Legal Services

450 North Gallatin Avenue  
P.O. Box 487  
Uniontown, PA 15721 USA

1-800-MeterIt  
1-800-638-3748  
www.sensus.com



## QUOTATION

Your Quote Number: 23716

Reference: BID 2234-13

Bill to Customer: 484057

Ship to Customer: 2

ATTENTION: GREGORY BYERS  
LAS VEGAS VALLEY WATER DIST

LAS VEGAS VALLEY WATER DIST  
1001 S VALLEY VIEW

1001 S VALLEY VIEW BLDG #340  
LAS VEGAS NV 89153

USA

LAS VEGAS NV 89107

Salesman: BOYD BILL  
Terms: NET 30 DAYS

Effective Date: 4/03/13  
Expiration Date: 12/31/19

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: MISC. SEE BELOW	1	EA	.000
2	Part#: F4C7SXXG1DA0X MTR 4 OMNI F2 CHB/F2 25'NCR 10G PULSE 1000G 6WHL3A AMR 316SSBOLT 33"LL MFGSN=ID	1	EA	5,122.460
3	Part#: F8C7SXXG1DA0X MTR 8 OMNI F2 25'NICR 316SS 10G PLS 1000G 6WHL3A AMR ID=SN 316SS HARDWARE ID=MFGSN	1	EA	10,027.980
4	Part#: F6C7SXXG1DA0X MTR 6 OMNI F2 CHB/F2 SS 25'NCR 10G PULSE 1000G 6WHL3A AMR 316SS BOLTS ID=SN 45"LL	1	EA	6,722.680
5	Part#: 5191463800056 R-REG UNIV 3-4 OMNI 25'NICOR REPL REG 25'NICOR CONN	1	EA	223.360
6	Part#: 5191863800057 R-REG UNIV 6 OMNI 25'NCR REPL REG 25'NICOR	1	EA	223.360
7	Part#: 5191963800057 R-REG UNIV 8 OMNI 25'NICOR 25'NICOR CONN	1	EA	223.360

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/fo> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

450 North Gallatin Avenue  
P.O. Box 487  
Uniontown, PA 15221 USA

1-800-MeterIt  
1-800-638-3748  
www.sensus.com

Your Quote Number: 23716

**SENSUS**

US Dollar

Line	Description	Quantity	U/M	Unit Price
8	Part#: 5192063800057 R-REG UNIV 10 OMNI 25'NICOR 25'NICOR CONN	1	EA	223.360

BID IN THE FORM OF DISCOUNT FROM LIST  
USE FEB 2013 LIST  
APPLY 38% DISCOUNT FOR F2, T2, C2  
APPLY 24% FOR OMNI PARTS  
DELIVERY QUOTED AT 30 DAYS  
ASK FOR CONFIGURATOR, PROBABLY WANT NICOR CONN  
FULL FREIGHT ALLOWED  
FOB DESTINATION

CASE 427064 TO EXTEND TO 6/30/17

CASE 461316 TO ADD OMNI REPL REGISTERS  
\*Replacement register part orders require meter  
serial number for original meter calibration\*

IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET  
NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE  
Thank you for your interest in quality products by Sensus.

Current as of: 11/20/17

Correspondence:

SENSUS

215 South Highway 101

Suite 209

Solana Beach, CA 92075

Purchase Orders:

SENSUS

PO BOX 487

UNIONTOWN, PA 15401

sensus.orders@sensus.com

PHONE: 800-METER-IT

800-638-3748

ROB JOYCE

Regional Sales Manager

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and  
downloading at <http://www.sensus.com/it> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a  
printed copy of the Terms of Sale.



## COMPETITIVE BIDDING EXCEPTION FORM



DATE:	November 2017
DEPARTMENT:	Customer Care and Field Services Large Meter Shop
DEPARTMENT CONTACT NAME:	Alisa Mann
PHONE and EMAIL:	702-258-3180; alisa.mann@lvvwd.com
SUPPLIER:	SENSUS Meter
CONTACT NAME and TITLE:	Bill Boyd
CONTACT ADDRESS:	450 North Gallatin Avenue
CONTACT PHONE and EMAIL:	909.553.1399; bill.boyd@sensus.com
ESTIMATED AWARD AMOUNT:	1,331,000.00
CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)	
INITIAL TERM: 12 months	RENEWALS, if any: Four

### Competitive Bidding Exception: NRS 332.115 1(d) - Equipment which is compatible with existing equipment Description of Purchase Background

On May 7, 2013, Bid No. 2234-13 was awarded to SENSUS for large commercial water meters and repair parts and was authorized for the current contract which expires on May 7, 2018.

This justification is supported by NRS 332.115.1(d) for the purchase of equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

Since the Sensus contract has been in place and because of the accelerated meter replacement program by the District, Sensus water meters currently constitute 25% of the existing large commercial meters in the District's system. This request will allow the District to continue purchasing Sensus water meters and repair parts for inventory in the District's Main Warehouse. The Customer Care & Field Services Large Meter shop uses this inventory in maintaining the District's existing in-service meters and installing new meters. The inventory of parts and meters allow quick repairs or change-outs in the field which results in a minimal impact on our customers. The use of a different manufacturer other than a Sensus water meter that may be currently in the line would require a complete re-plumb of the meter vault. This would add significant cost to the District and negatively impact the customer's service. Also, the unique hydraulics of a customer's system may not allow the use of another manufacturer's meter because inaccurate reads can result due to different flow rates.

### Justification for Selection of Supplier/Background

In accordance with NRS332.115.1(a),(d) the competitive bidding process is not recommended because Sensus is the Original Equipment Manufacturer (OEM) of Sensus water meter products, which are required and compatible with existing equipment in use throughout the Las Vegas Valley Water District system.

Sensus water meters were originally selected as a replacement for Mueller water meters which were used by the District. Sensus water meters were selected because of their greater reliability and equal pipeline lay length when compared to the Mueller meters.

Alternative Sources/Solutions, if any:

--

**Attached is a copy of the scope of work including pricing, deliverables, milestones, phases, schedules, etc. , if applicable.**

The Customer Care Department's staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work, if applicable. I hereby submit this information for recommendation for a contract approved by the Board of Directors or the authorized representative.

Department Head:

Approval Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_

Purchasing Manager:

Approval Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_

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

February 6, 2018

<b>Subject:</b> Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> David L. Johnson, Deputy General Manager, Engineering/Operations	
<b>Recommendations:</b> That the Board of Directors approve and authorize the General Manager to sign an agreement between Black & Veatch Corporation and the District to provide professional design engineering and construction support services for the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station for the amount of \$2,981,846.	

**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.

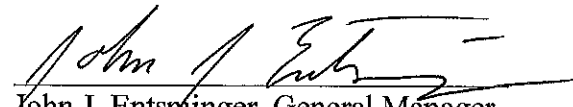
**Background:**

Centennial 2635 Zone Reservoir (Reservoir) is a 5 million gallon, below-grade reinforced concrete reservoir that will provide gravity storage for the 2635 Pressure Zone and water for the Centennial 2745 Zone Pumping Station (Pumping Station). The Pumping Station will receive water from the Reservoir and pump that water into the 2745 Pressure Zone and the future Rome 2745 Zone Reservoir. This project will also include approximately 200 linear feet (LF) of 48-inch diameter inlet/outlet pipeline and 500 LF of 42-inch diameter discharge pipeline. These facilities will collectively be designed and constructed under Contract No. 1481, Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station.

If approved, the attached agreement would provide the terms and conditions for design engineering and construction support services for the Reservoir and Pumping Station.

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 #

4



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> 22						
<b>Corporate/Business Entity Name:</b> Black & Veatch Corporation						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		8400 Ward Street		<b>Website:</b> www.bv.com		
<b>City, State and Zip Code:</b>		Kansas City, MO 64114		<b>POC Name:</b> Jim Morley		
				<b>Email:</b> morleyjp@bv.com		
<b>Telephone No:</b>		913-458-2200		<b>Fax No:</b> 913-458-9392		
<b>Nevada Local Street Address:</b>		8965 South Eastern Ave, Suite 325		<b>Website:</b> www.bv.com		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		Las Vegas, NV 89123		<b>Local Fax No:</b> 702-434-3378		
<b>Local Telephone No:</b>		702-894-4509		<b>Local POC Name:</b> Jim Morley		
				<b>Email:</b> morleyjp@bv.com		

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

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

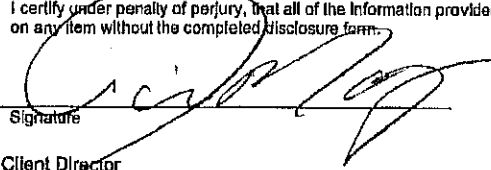
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
see attached	see attached	see attached

*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.

 Signature	Jim Morley Print Name
Client Director	18 Jan 18 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	N/A	N/A	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:

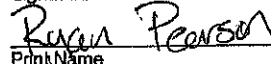
☐ Yes ☐ No Is the Entity employee(s) noted above involved in the contracting/selection process for this particular agenda item?

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

Notes/Comments:



Signature



Print Name

Authorized Department Representative

**Disclosure of Ownership/Principals****18 January 2018**

Black & Veatch Corporation is a wholly owned subsidiary of Black & Veatch Holding Company (BVHC). The Black & Veatch Retirement Program, or Employee Stock Ownership Program (ESOP), holds 100% of the common shares of BVHC. The ESOP shares are held in trust and registered to the program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP trust is confidential and not available to the Company without prior written consent from the individual; however, shareholdings are broadly dispersed among the 6,000 employee participants. Aside from the ESOP, no one individual currently holds over 1% of the common shares of BVHC. The Business Address and phone number is: 8400 Ward Parkway, Kansas City, MO 64114, (913) 458 - 2000.



Jim Morley

## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

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

### **WITNESSETH:**

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

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

WHEREAS, DISTRICT, in reliance on CONSULTANT's representations and proposals, agrees to retain CONSULTANT, and CONSULTANT agrees to furnish professional services to 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:**

- 1.1. 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.
- 1.2. All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to DISTRICT's directions respecting priorities. 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 CONSULTANT or an approved subcontractor.
- 1.3. In performing Services under this Agreement, 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. 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.
- 1.4. 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, Nevada; Las Vegas Valley Water District, Southern Nevada Water Authority, 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 shall remain in effect until all Services authorized by DISTRICT to be performed are completed by CONSULTANT, unless terminated in accordance with the terms of this Agreement. This Agreement may not extend more than 7 years from Effective Date. During this period, CONSULTANT agrees to provide services as required by DISTRICT within the scope of this Agreement.

### **3. COMPENSATION:**

- 3.1. In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay CONSULTANT, in accordance with **Exhibit A**, for Work completed to DISTRICT's satisfaction.
- 3.2. CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to 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 used by CONSULTANT shall be included.

DISTRICT shall pay invoiced amounts from 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 DISTRICT.

3.3. DISTRICT may dispute a payment or portion thereof that is due before or after DISTRICT pays the invoice.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed Two million, nine hundred eighty-one thousand, eight hundred forty-six dollars (\$2,981,846).

5. RESPONSIBILITIES OF CONSULTANT:

5.1. CONSULTANT shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by CONSULTANT'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by DISTRICT prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within thirty (30) calendar days, DISTRICT may terminate this Agreement.

5.2. CONSULTANT agrees that its officers and employees will cooperate with DISTRICT in the performance of Services under this Agreement and will be available for consultation with DISTRICT at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

5.4. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.

5.4.1. Permitted or required approval by DISTRICT of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.

5.4.2. DISTRICT's review, approval, acceptance, or payment for any of CONSULTANT'S Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DISTRICT caused by CONSULTANT'S performance or failures to perform under this Agreement.

5.5. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for DISTRICT relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than DISTRICT shall become the property of DISTRICT and shall be delivered to DISTRICT'S representative upon completion or termination of this Agreement, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DISTRICT. DISTRICT shall have the right to reproduce all documentation supplied pursuant to this Agreement.

5.6. The rights and remedies of DISTRICT provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

6. RESPONSIBILITIES OF DISTRICT:

6.1. DISTRICT agrees that its officers and employees will cooperate with CONSULTANT in the performance of the Services and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.

6.2. The Services performed by CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT'S representative, RYAN PEARSON, ENGINEERING

DESIGN MANAGER telephone number (702) 875-7064 or their designee. DISTRICT's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members.

- 6.3. DISTRICT shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.
- 6.4. CONSULTANT will not be responsible for accuracy of information or data supplied by DISTRICT or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7. 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 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.

8. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of CONSULTANT to 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.

9. 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:

- 9.1. All content developed on behalf of 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 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 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.
- 9.2. 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 District.
- 9.3. CONSULTANT shall execute all documents and undertake all actions necessary to effect the clarification of ownership of all Work Product in and to DISTRICT and to allow 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.
- 9.4. 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 DISTRICT's Right in and to the Work Product.

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

11. 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.

12. CONFLICT OF INTEREST:

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

13. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

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 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, 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.

14. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

14.1. No officer, employee, or member of the governing body of 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.

14.2. 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. CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.

14.3. 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.

15. COMPLETENESS AND ACCURACY OF PROVIDER'S WORK:

15.1. 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.

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

16. INDEMNIFICATION:

16.1. For all claims based upon or arising out of the Services or Work of CONSULTANT, CONSULTANT shall indemnify and hold harmless, without cost to 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 CONSULTANT or the employees of 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 of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, 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.

16.2. For all claims not based upon or arising out of the Services or Work of 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 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 of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, 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 CONSULTANT, whether primary, excess or umbrella coverage is provided to CONSULTANT.

17. INSURANCE:

17.1. General:

17.1.1. CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to DISTRICT, nor shall CONSULTANT allow any subcontractor to commence Work until all similar insurance required of the subcontractor 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 DISTRICT of any changes to their insurance coverage.

17.1.2. 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) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to DISTRICT, regardless of how the "other insurance" provisions may read. CONSULTANT agrees to waive its rights of subrogation against 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.*

- 17.1.3. DISTRICT shall also be named as an additional insured under the subcontractor's insurance policies. Any deviation from the required insurance requirements will need to be approved by DISTRICT in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of CONSULTANT's or subcontractor's liability for claims arising out of this Agreement. CONSULTANT and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
- 17.1.4. If CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, DISTRICT shall have the right, if DISTRICT so chooses, to procure and maintain the required insurance in the name of CONSULTANT with DISTRICT as an additional named insured. CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event CONSULTANT fails to pay the cost, 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.
- 17.1.5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$500,000 without the prior written approval of the Risk Manager of DISTRICT.

**17.2. Evidence of Insurance:**

- 17.2.1. 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.
- 17.2.2. Within 10 working days after the Effective Date, CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of DISTRICT and reasonable notice, CONSULTANT agrees to make available at CONSULTANT'S local office, a copy of all insurance policies required under this Agreement.
- 17.2.3. Renewal certificates shall be provided to DISTRICT not later than 15 days prior to the expiration of policy coverage.
- 17.2.4. All insurance policies shall require the insurer to provide a minimum of sixty (60) calendar days' prior notice to 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.

**17.3. Insurance Coverages:**

- 17.3.1. 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.
- 17.3.2. 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.
- 17.3.3. 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 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 CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

17.3.4. Professional Liability Insurance:

CONSULTANT shall maintain professional liability insurance applicable to 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 CONSULTANT's Work as set forth in this Agreement.

18. TERMINATION:

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

19. REVIEWS:

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

19.2. 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 CONSULTANT. Corrections and changes to the submission will be made by CONSULTANT and resubmitted to DISTRICT for approval within ten (10) working days after receipt. The final approval will be submitted to 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.

20. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT may furnish DISTRICT with information that CONSULTANT has independently determined to be confidential under Nevada law and that CONSULTANT will label "Confidential Information". "Confidential Information" means confidential and proprietary information of CONSULTANT that is disclosed to DISTRICT which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by CONSULTANT to DISTRICT within thirty (30) calendar days of the disclosure. Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of DISTRICT; (2) DISTRICT can demonstrate to have had rightfully in its possession prior to disclosure by CONSULTANT; (3) is independently developed by DISTRICT without the use of any Confidential Information; or (4) DISTRICT rightfully obtains from a third party who has the right to transfer or disclose it.

DISTRICT and CONSULTANT recognize DISTRICT's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter DISTRICT's duties thereunder or to require DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. DISTRICT's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If DISTRICT's Office of General Counsel determines that any document or record supplied by CONSULTANT and marked "confidential" is determined to be a public record DISTRICT may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to CONSULTANT. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to CONSULTANT and work with CONSULTANT in good faith to minimize the extent of the disclosure to the extent requested by CONSULTANT and permitted by the Nevada Public Records Act.

Further, 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 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 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.

**21. USE OF MATERIALS:**

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

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

**22. DATA PRIVACY AND SECURITY:**

22.1. 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.

22.2. 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 DISTRICT.

22.3. 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.

22.4. 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.

22.5. 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.

**23. RECORDS:**

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

24. ASSIGNMENT:

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

25. 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.

26. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

26.1. CONSULTANT and any subcontractor working under the authority of 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.

26.2. 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 CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.

27. EQUAL EMPLOYMENT OPPORTUNITY:

27.1. CONSULTANT and any subcontractor working under the authority of 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, 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.

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

28. APPLICABLE LAW:

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

29. VENUE:

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

30. 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.

31. NO THIRD PARTY RIGHTS:

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

32. 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.

33. CAPTIONS:

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

34. 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.

35. 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.

36. 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 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:      Black & Veatch Corporation  
8965 South Eastern Avenue, Suite 325  
Las Vegas, NV 89123  
Attention: Leon Siekerka, P.E., PMP  
[SiekerkaLH@bv.com](mailto:SiekerkaLH@bv.com)  
(702) 894-4502

To DISTRICT:          Las Vegas Valley Water District  
Attention: Ryan Pearson, P.E.  
1001 South Valley View Boulevard  
Las Vegas, Nevada 89153  
[Ryan.pearson@lvvwd.com](mailto:Ryan.pearson@lvvwd.com)  
(702) 875-7064

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.

37. AMENDMENT:

This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

38. AUDITS:

The performance of this Agreement by CONSULTANT is subject to review by DISTRICT to insure contract compliance at the discretion of DISTRICT. CONSULTANT agrees to provide DISTRICT any and all information requested that relates to the performance of this Agreement. All requests for information will be in

writing to CONSULTANT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

**39. COMPANIES THAT BOYCOTT ISRAEL:**

CONSULTANT certifies that it is not engaged in, and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a non-discriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

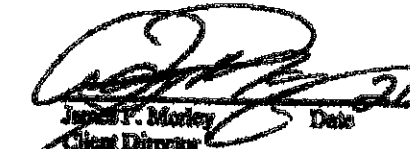
**40. ELECTRONIC SIGNATURES:**

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.

BLACK & VEATCH CORPORATION

LAS VEGAS VALLEY WATER DISTRICT


  
James P. Morley  
Client Director

Date

John J. Bauminger  
General Manager

Date

Approved as to form:

  
Susan E. Blumstein, Esq.  
Project Attorney

## EXHIBIT A

### SCOPE DESIGN SERVICES

#### A. STANDARDS OF DESIGN

1. The Design Engineer agrees to provide design engineering services for conducting four briefing sessions to District staff and to provide the meeting minutes thereof at the Project Kickoff Scope Review, Preliminary Design Report, 60 percent and 100 percent complete stage of the work designed in accordance with the provisions of this Scope of Work. The Design Engineer's submittals for the briefing session shall follow the guidelines listed in Section 02010 of this Scope of Work. The Design Engineer shall allow a minimum of 21 calendar days between the design submittal and the design briefing.
2. The Design Engineer agrees to provide design engineering services for furnishing at the 60 percent and 100 percent an itemized estimate of quantities and costs for all labor, materials, equipment, insurance, bonds and services for the construction of this contract. The itemized estimate shall be provided in both a bid item format and a more detailed engineer's estimate format.

The Design Engineer's detailed opinions of probable cost to construct estimates shall employ the standard of care and pertinent guidelines as established by the Association for the advancement of Cost Estimating International (AACEI). Levels of estimating shall be: Preliminary Design Report - AACEI Class 3; 60 percent Design - AACEI-Class 2; and 100 percent Design - AACEI - Class 1.

3. The Design Engineer agrees to include cathodic protection design services for all steel pipelines based upon the geotechnical information provided from the geotechnical report.
4. The Design Engineer agrees to provide communication and control design services to tie all components of the reservoir and pumping station to the District's main SCADA facility location. Provide design services for fiber optic facilities, see Section 07040 for requirements.
5. The Design Engineer agrees to provide design engineering services for the completion, submittal, revision, and approval of a technical drainage study (five copies) for the site, and to provide the design and furnishing of any construction plans, specifications and cost estimates for any on-site or off-site facilities (not beyond any adjacent street centerline) designed in accordance with the drainage study and provisions of this Scope of Work as may be required by agencies having jurisdiction and in a manner acceptable to said agencies and the District.
6. The Design Engineer agrees to provide design engineering services to prepare appropriate surge analyses for the pumping station and provide for the appropriate protection of the facilities as part of the construction of the work designed in accordance with the provisions of this Scope of Work. This work will include utilization by the engineer of the District's hydraulic model for system head curves.
7. The Design Engineer agrees to provide design engineering services for architectural exterior building surface and roof treatment of the pumping station building and perimeter wall. To include renderings, attending meetings, providing presentations, and preparing three-dimensional facility sketches for public review and outreach meetings.

The Design Engineer agrees to prepare one site perspective drawing showing the perimeter wall and main entrance gate, and one facility perspective drawing showing the pumping station and operations building.

8. The Design Engineer agrees to provide design engineering services to attend a pre-bid meeting at a date, time and place to be designated by the District and to respond to questions during the bidding period.
9. The Design Engineer agrees to prepare a preliminary design report addressing proposed layout scheme for all major water facilities, accounting for all pertinent criteria, including off-site and on-site drainage requirements. The report shall include a thorough discussion regarding the phased construction and the operational considerations during the construction. Report shall also include a discussion on what existing structures and facilities may be utilized by the new pumping station and reservoir.
10. The Design Engineer agrees to engage the services of a sub-consultant to construct and analyze a physical hydraulic model of these major water facilities at the District's optional authorization. If authorized, the physical hydraulic model should address the suction and discharge headers of the pumping station and the reservoir configuration, including the mixers, to determine their interaction and potential hydraulic problems. A recommendation regarding a finite element model as an alternative is to be included.

The physical hydraulic model study will evaluate pump station hydraulics including, vortex activity, turbulent approach flow, air entrainment, and other adverse hydraulic conditions which can impact pump performance. The physical model study will conform to Hydraulic Institute Standards.

A computational fluid dynamics (CFD) model study of the reservoir will incorporate proposed circulation equipment, run a steady state model of the original design, run steady state tracer/water age model, and run two alternative layouts to determine optimal reservoir configuration.

11. The Design Engineer agrees to provide design engineering services to provide acoustical modeling to demonstrate noise levels throughout the site.
12. The Design Engineer agrees to provide design engineering services to provide an energy model to ensure design requirements have been met.
13. The Design Engineer agrees to provide landscaping design services, if required by the agency having jurisdiction. A waiver for landscaping will be requested.
14. The Design Engineer agrees to provide the construction engineering services to participate in a pre-construction conference at a date, time and place to be designated by the District. The Design Engineer agrees to attend construction progress meetings not to exceed a total of 30 meetings.
15. The Design Engineer agrees to provide construction engineering services to revise the original electronic design drawings and clearly mark the electronic drawings "Record Drawings" to depict the work as constructed. The Design Engineer further agrees to plot and deliver these drawings along with the AutoCAD disk(s) to the District within 60 calendar days after receipt of the District inspector's redlined



construction drawings. Payment or partial payment for this task will not be made until all work is accepted in writing by the District.

16. The Design Engineer agrees to provide construction engineering services and/or to review drawings, specifications, cost estimates, and other documents in connection with any contract change orders. The District will prepare and write the change orders.

The Design Engineer agrees to provide construction services in support of and not to exceed 230 submittal and re-submittal reviews, 60 requests for information (RFIs), and five change orders.

17. The Design Engineer agrees to provide construction engineering services for the engineer's project engineer to participate with the District's staff in a final inspection of the work and furnish to the District a written recommendation regarding the acceptability of the completed construction work.

18. The Design Engineer agrees to provide special engineering services for furnishing three copies of a geotechnical report for the work to be designed in accordance with the provisions of this Scope of Work, that further includes a determination of the corrosiveness of the soil (to aid the engineer in the design and installation of cathodic control test stations and/or cathodic protection) and all other geotechnical evaluations (including seismic studies and borings and their related recommendations) that the engineer determines are pertinent to the contract work.

The Design Engineer, through a geotechnical subconsultant, agrees to reissue and update a 2007 geotechnical evaluation report prepared for the project site including the addition and evaluation of four new borings having a total length of 145 feet.

19. The Design Engineer agrees to interpret the electrical coordination study as provided in this Scope of Work and through the contract execution to provide settings for all electrical protective equipment. Recommendations shall include replacement of installed over current protection devices, if necessary.

END OF SECTION

## **RATES AND FEES**

Project Management (Lump Sum)	\$131,586
Detail Design Phase (Lump Sum)	\$2,134,953
Construction Engineering Services (Reimbursable)	\$ 444,230
<b>SUBTOTAL</b>	<hr/> <b>\$2,710,769</b>
10% Contingency	\$271,077
<b>TOTAL</b>	<hr/> <b>\$ 2,981,846</b>

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

February 6, 2018

<b>Subject:</b> Assignment of Contribution Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> David L. Johnson, Deputy General Manager, Engineering/Operations	
<b>Recommendations:</b> That the Board of Directors approve and authorize the General Manager to provide the District's consent to an Assignment and Assumption of Conservation Program Contribution Agreement among Alon Las Vegas Resort, LLC; WestProp I, LLC; the Southern Nevada Water Authority; and the District.	

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

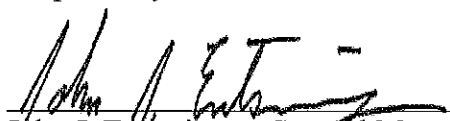
On October 6, 2015, the Board of Directors approved the Conservation Program Contribution Agreement (Contribution Agreement) among Alon Las Vegas Resort, LLC (Alon), the Southern Nevada Water Authority (Authority), and the District. This Contribution Agreement required Alon to contribute \$2.5 million to Authority conservation programs to offset, through participation in the Authority's Water Smart Landscape program, approximately 10 times the amount of water used by Alon's proposed development, which included a substantial water feature component.

Pursuant to Section 5 of the Contribution Agreement, Alon cannot transfer or assign any rights or obligations under the Contribution Agreement without consent of the District and Authority. On December 13, 2017, Alon and WestWynn, LLC (WestWynn), entered into a purchase agreement (Purchase Agreement) outlining Alon's desire to sell, and WestWynn's desire to indirectly purchase, Alon's real property located at the northwest corner of Fashion Show Drive and Las Vegas Boulevard (Property), and other items associated with the Property. Pursuant to the Purchase Agreement, Alon created WestProp I, LLC (WestProp), title to the Property was conveyed to WestProp and, subject to the consent of the District, Alon's rights and obligations under the Contribution Agreement were assigned to WestProp. Thereafter, WestWynn purchased the equity of WestProp. This purchase transaction closed on January 26, 2018.

If approved, the attached Assignment of Contribution Agreement (Assignment) would provide for the assignment by Alon and assumption by WestProp of the Contribution Agreement as previously approved by the Board.

This Assignment 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 Assignment.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:DLJ:GJW:TFS:jb  
Attachments

AGENDA  
ITEM #

5

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> 0						
<b>Corporate/Business Entity Name:</b>		WestProp I, LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		3131 Las Vegas Blvd. South		<b>Website:</b>		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89109		<b>POC Name:</b>		
				<b>Email:</b> N/A		
<b>Telephone No:</b>		(702) 770-7000		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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)
WestProp I, LLC is indirectly 100% owned by		
Wynn Resorts, Limited (publicly-traded corporation)		
List of Corporate Officers and Directors		
of Wynn Resorts, Limited is attached hereto		

*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.

See attached signature page

**SEE NEXT PAGE**

Signature

Print Name

1/29/18

Title

Date

**WESTPROP I, LLC,**  
a Nevada limited liability company

By: **WESTWYNN, LLC,**  
a Nevada limited liability company, its Sole Member

By: Wynn Resorts, Limited,  
a Nevada corporation,  
its Sole Member

By: 

Name: Kim Sinatra

Title: EVP and General Counsel

## 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:

*Julie Jiddymet*  
Signature  
*Tabitha Piddymet*  
Print Name  
Authorized Department Representative

LIST OF CORPORATE OFFICERS AND DIRECTORS  
OF WYNN RESORTS, LIMITED

Stephen A. Wynn, Chairman of the Board and Chief Executive Officer  
John J. Hagenbuch, Director  
Dr. Ray R. Irani, Director  
Jay L. Johnson, Director  
Robert J. Miller, Director  
Patricia Mulroy, Director  
Clark T. Randt, Jr., Director  
Alvin V. Shoemaker, Director  
J. Edward Virtue, Director  
D. Boone Wayson, Director  
Matt Maddox, President  
Craig S. Billings, Chief Financial Officer and Treasurer  
Kim Sinatra, Executive Vice President, General Counsel and Secretary

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group</b>							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input checked="" type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business	N/A		
<b>Corporate/Business Entity Name:</b>		Alon Las Vegas Resort, LLC					
<b>(Include d.b.a., if applicable)</b>							
<b>Street Address:</b>		10150 Covington Cross Drive		<b>Website:</b> www.alonlv.com			
<b>City, State and Zip Code:</b>		Las Vegas, NV 89144		<b>POC Name and Email:</b> James Noel			
<b>Telephone No:</b>		725 - 877- 7801		<b>Fax No:</b> jnoel@alondevelopment.com			
<b>Local Street Address:</b>		10150 Covington Cross Drive		<b>Website:</b>			
<b>City, State and Zip Code:</b>		Las Vegas, NV 89144		<b>Local Fax No:</b> 725 - 877- 7432			
<b>Local Telephone No:</b>		725 - 877- 7801		<b>Local POC Name Email:</b> James Noel			
<b>Number of Clark County, Nevada Residents Employed:</b> 25				jnoel@alondevelopment.com			

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 and/or SNWA Board of Directors.

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


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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Andrew S. Pascal	CEO / Owner	12%
CCR Crown Holdings, LLC	Owner	73.8%
OCM Land Partners, LLC	Owner	10%

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

- Are any individual members, partners, owners or principals, involved in the business entity, an LVVWD/SNWA full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that LVVWD/SNWA employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an LVVWD/SNWA 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 and/or SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

  
 Signature  
 EVP Development  
 Title

James Noel  
 Print Name  
 9/24/2010  
 Date



## DISCLOSURE OF RELATIONSHIP

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

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

"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/SNWA 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/SNWA employee(s) noted above involved in the contracting/selection process for this particular agenda item?

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

Notes/Comments:

Dana Walsh  
Signature

Dana Walsh  
Print Name  
Authorized Department Representative

**WRITTEN CONSENT TO ASSIGNMENT AND RELEASE**

The undersigned hereby acknowledge receipt of the foregoing Assignment and Assumption of Conservation Program Contribution Agreement (the "Assignment Agreement"), and grant their written consent and approval to the assignment, transfer and delegation by Alon Las Vegas Resort, LLC, a Delaware limited liability company ("Assignor"), to WestProp I, LLC, a Nevada limited liability company, of Assignor's rights, obligations and duties under the Contribution Agreement (as defined in the Assignment Agreement) as set forth in the Assignment Agreement. Such consent and approval shall relieve and release Assignor from all of its rights, duties, and obligations under the Contribution Agreement.

This Written Consent may be executed and delivered by facsimile or electronic signature, and any facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

**LAS VEGAS VALLEY WATER  
DISTRICT, a political subdivision of the  
State of Nevada**

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

Name: John J. Entsminger

Its: General Manager

**SOUTHERN NEVADA WATER  
AUTHORITY, a political subdivision of the  
State of Nevada**

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

Name: John J. Entsminger

Its: General Manager

Approved as to form:

By: Gregory J. Walch for

Name: Gregory J. Walch

Title: General Counsel

**ASSIGNMENT AND ASSUMPTION OF CONSERVATION PROGRAM  
CONTRIBUTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF CONSERVATION PROGRAM CONTRIBUTION AGREEMENT (this "Assignment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") by and between Alon Las Vegas Resort, LLC, a Delaware limited liability company ("Assignor"), and WestProp I, LLC, a Nevada limited liability company ("Assignee").

**RECITALS:**

A. Pursuant to that certain Conservation Program Contribution Agreement, dated October 6, 2015 (the "Contribution Agreement"), by and between Assignor, the Las Vegas Valley Water District, a political subdivision of the State of Nevada (the "District"), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("SNWA"), Assignor is the holder of certain rights, duties and obligations under the Contribution Agreement. A copy of the Contribution Agreement is attached hereto as Exhibit "A".

B. Pursuant to Section 5 of the Contribution Agreement, prior to a Party (as defined in the Contribution Agreement) assigning, transferring, or delegating any right, obligation, or duty under the Contribution Agreement, the other Parties must provide their prior written consent, which consent shall not be unreasonably withheld.

C. Assignor and WestWynn, LLC, a Nevada limited liability company ("Buyer"), have entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions, dated December 13, 2017 (as amended, the "Purchase Agreement"), pursuant to which Assignor desires to sell, and Buyer desires to indirectly purchase, among other items, the Property and the Water Rights (each as defined in the Contribution Agreement) (the "Transaction").

D. As part of the consummation of the Transaction (the "Closing"), (i) Assignor desires to assign to Assignee all of Assignor's rights, duties and obligations under the Contribution Agreement; (ii) Assignee desires to succeed to the interest of Assignor under the Contribution Agreement and assume the obligations of Assignor under the Contribution Agreement from and after the Effective Date; and (iii) Buyer desires to acquire the equity interest in Assignee.

**AGREEMENT:**

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest under the Contribution Agreement. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all Claims asserted against or incurred by Assignee caused by the default by, or failure of, Assignor under the Contribution Agreement first arising prior to the Effective Date.

2. **Assumption.** Effective as of the Effective Date, Assignee hereby accepts the aforementioned assignment and assumes the performance of all of the obligations of the Assignor under the Contribution Agreement from and after the date hereof. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all Claims, asserted against or incurred by Assignor caused by the default by, or failure of, Assignee to perform any obligation under the Contribution Agreement first arising from and after the Effective Date.

3. **Effectiveness.** Notwithstanding anything herein to the contrary, this Assignment shall not be effective until and unless (i) the Closing occurs; and (ii) the District and SNWA provide their respective consent to the assignment, transfer and delegation to Assignee of Assignor's rights, obligations and duties under the Contribution Agreement. Upon satisfaction of such conditions, this Assignment shall be immediately and automatically effective as of the Effective Date.

4. **Miscellaneous.** This Assignment shall be construed in accordance with the laws of the State of Nevada and may not be amended, except by a written agreement executed by Assignor and Assignee. This Assignment shall inure to the benefit of Assignor and Assignee and their successors and assigns.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed a duplicate original.

6. **Conflict.** This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision of the Purchase Agreement shall be deemed to be controlling.

7. **Further Assurances.** Each of the parties hereto covenants and agrees to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

8. **Headings.** The subject headings or captions of the paragraphs in this Assignment are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of any provisions contained herein. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms.

9. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Assignment.

10. **Severability.** If any provision of this Assignment shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

Alon Las Vegas Resort, LLC,  
a Delaware limited liability company

**ASSIGNEE:**

WestProp I, LLC  
a Nevada limited liability company

By: Alon Las Vegas Holdings, LLC,  
a Delaware limited liability company  
Its: Manager

By: Alon Las Vegas Resort, LLC,  
a Delaware limited liability company  
Its: Sole Member

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: Alon Las Vegas Holdings, LLC,  
a Delaware limited liability  
company  
Its: Manager

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "A"

COPY OF CONSERVATION PROGRAM CONTRIBUTION AGREEMENT

(See attached)

## CONSERVATION PROGRAM CONTRIBUTION AGREEMENT

This Conservation Program Contribution Agreement ("Agreement") is made and entered into this 6<sup>th</sup> day of October, 2015, by and between ALON LAS VEGAS RESORT, LLC, a Delaware limited liability company ("Alon"), the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada ("District"), and the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada ("SNWA"). Alon, the District and SNWA are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

### RECITALS

A. Alon is the owner of approximately 18.4 acres of real property generally located on the northwest corner of Fashion Show Drive and Las Vegas Boulevard, more particularly described as Assessor's Parcel Numbers 162-16-101-009 and 162-16-101-011, in Clark County, Nevada ("Property").

B. Alon wishes to develop the Property as a Resort Hotel as defined by the Clark County Development Code ("Code") and feature as part of the development an approximate 125,000 square foot decorative manmade lake ("Water Body") that will use approximately 24 acre-feet annually ("afa") of water for filling and replenishing.

C. Because the conservation of water resources is vital to the general prosperity, health, safety and welfare of Clark County, the development of water features in Clark County for recreational, scenic and landscape purposes is severely limited by the Code.

D. Pursuant to Section 30.64.060 of the Code, Clark County will allow for the development of the Water Body so long as certain criteria are met, including but not limited to, a demonstration to the District that the Water Body will have no significant impact on water resources or peak demand delivery capacity because the Water Body will be supplied from non-revocable, appurtenant groundwater rights existing prior to July 1, 1995 ("Water Efficiency Plan").

E. The District owns 24 afa of non-revocable groundwater rights which are a portion of Permit No. 70255 (Certificate No. 17479) (the "Water Rights"). The Water Rights were formerly appurtenant to the Property. The priority date for the Water Rights is June 24, 1946, and the Water Rights have a history of use on the Property before July 1, 1995.

F. The District is willing to sell, by separate agreement, the Water Rights to Alon to facilitate the Water Efficiency Plan so long as the Water Rights are used for the Water Body and that no other District potable water resources are required to supply the Water Body.

G. To further demonstrate to the District that the Water Body will not have a significant impact on water resources or peak demand delivery capacity, Alon is willing to contribute \$2,500,000 over a twelve (12) year period to SNWA's Water Smart Landscape Program

("Conservation Program").

H. Alon's contribution of \$2,500,000 to the Conservation Program would offset approximately ten times the amount of water to be used by the Water Body and, in combination with use of the Water Rights to supply the Water Body, demonstrates to the District's satisfaction that, as required by the Code, the proposed Water Body will have no significant impact on water resources or peak demand delivery capacity.

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

#### AGREEMENT

1. **PAYMENTS.** Alon agrees to pay a total of \$2,500,000 to SNWA for use in furtherance of the Conservation Program. A first payment of \$200,000 must be made within 90 days after the Water Body is fully permitted by Clark County and becomes operational. Alon agrees to make ten annual payments of \$200,000 each and a final payment of \$300,000 on or before the anniversary of the first payment each year.

2. **REQUIREMENTS OF CLARK COUNTY CODE §30.64.060.** Alon agrees to use the Water Rights exclusively for the Water Body. In consideration for Alon's contribution to the Conservation Program and Alon's purchase and use of the Water Rights as the water source for the Water Body, the District finds that the Water Body will have no significant impact on water resources or peak demand delivery capacity. The Parties recognize, however, that the Water Efficiency Plan must still be formally submitted to and approved by the District before building permits are issued for the Water Body and the Water Efficiency Plan will include, in addition to the items above, an efficient water use plan for the entire Alon Resort Hotel.

3. **DURATION OF AGREEMENT.**

a. This Agreement shall become effective as of the date it is fully executed by all Parties and shall remain in effect for so long as the Water Body is permitted for use as a Water Body or until all required payments have been made by Alon, whichever is later. Alon may terminate this Agreement prior to commencement of construction of the Water Body if Alon delivers written notice to the District that Alon does not intend to commence construction of any portion of the Water Body. Such termination will immediately revoke the District's finding of no significant impact on water resources or peak demand delivery capacity.

b. If at any point prior to the expiration of this Agreement as described in Subparagraph (a) above, the Water Body becomes non-operational due to non-use, Alon is required to continue making payments defined in Paragraph 1 above.

c. If at any point prior to the expiration of this Agreement as described in Subparagraph (a) above, Alon demolishes or redevelops the Water Body so it can no



longer be utilized as a Water Body, the amount of remaining payments required to satisfy Alon's obligations as defined herein shall be determined by the District and SNWA and be calculated on a prorated basis.

d. Alon's agreement to fill and replenish the Water Body using the Water Rights shall be in effect so long as the Water Body is permitted for use as a Water Body and operational. In the event Alon needs to supplement the Water Rights with potable water from the District, Alon agrees to pay all applicable fees and apply for water service pursuant to the then-applicable District Service Rules.

4. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement. The Parties understand that the time for performance of each obligation has been the subject of negotiation by the Parties.

5. **ASSIGNMENT.** No Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement with the prior written consent of the other Parties. Consent shall not be unreasonably withheld, but any transfer, assignment or delegation without prior written consent shall be void, and not merely voidable.

a. **Transfer Not to Relieve Alon of its Obligations.** Except as expressly provided herein, a sale or transfer of all or any portion of the Property shall not relieve Alon of its obligations under this Agreement.

b. **Transfer to an Affiliate of Alon.** In the event of a sale or transfer of all of Alon's interest in the Property to any one or more limited liability companies, partnerships, corporations or other entities which Alon controls or in which Alon has a controlling interest or which controls Alon, the rights of Alon under this Agreement may be transferred or assigned, provided such entity assumes in writing all obligations of Alon hereunder. Alon or its affiliate shall provide copies of the transfer, conveyance and assignment documents to the District and SNWA. Alon shall provide such further documentation as District and SNWA may reasonably request in the event Alon seeks to be released of its obligations hereunder in connection with such assignment. The District's and SNWA's consent to such release shall relieve Alon from its obligations under this Agreement.

c. **Third Party Assignment.** In the event of a sale or transfer of all of Alon's interest in the Property to any entity not affiliated with Alon as provided for in Subparagraph (b) above, the rights and obligations of Alon under this Agreement may be transferred or assigned to such third party, provided such third party assumes in writing all obligations of Alon. Alon or such third party shall provide copies of the transfer, conveyance and assignment documents to the District and SNWA. Alon shall provide such further documentation as the District and SNWA may reasonably request in the event Alon seeks to be released of its obligations hereunder in connection with such assignment. The District's and SNWA's consent to such release shall relieve Alon from its obligations under this Agreement.

d. In the event of a sale, transfer or conveyance of all or any portion of Alon's interest in the Property, Alon shall provide the District and SNWA with written notice of such sale, transfer or conveyance. Notwithstanding the foregoing, no assignee or transferee shall be entitled to the benefits of this Agreement, including but not limited to the issuance of a building permit, if the obligations agreed to herein by Alon have not been completed in the manner set forth herein.

e. **Financing Transactions.** Alon has full discretion and authority to transfer, assign or encumber the Property or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land or other real property involved or the use of the proceeds therefrom, and may enter into such transaction at any time and from time to time without permission of or notice to the District or SNWA.

6. **BINDING EFFECT.** This agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.

7. **MODIFICATION OF AGREEMENT.** This Agreement may not be changed or modified except by written instrument executed by all Parties or their designees.

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

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

10. **ATTORNEYS' 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. For purposes of this provision, the "prevailing Party" shall be that Party which has been successful with regard to the main issue, even if that Party did not prevail on all issues.

11. **NO THIRD PARTY RIGHTS.** This Agreement is not intended by the Parties to create any right in or benefit to persons or entities other than the Parties. This Agreement does not create any third party beneficiary rights or causes of action.

12. **INTERPRETATION.** The Parties agree that no 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 any Party as drafter of this Agreement.

13. **WAIVER.** The failure of any 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.

14. 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.

15. 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.

16. 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 Party giving notice, either by personal delivery, via facsimile, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses and fax numbers:

For purpose of Notices, the address of the District shall be:

Las Vegas Valley Water District  
Attn: General Manager  
1001 S. Valley View Blvd.  
Las Vegas, NV 89153  
Fax: (702) 875-7001  
Phone: (702) 875-7080  
Email: john.entsminger@lvvwd.com

For purpose of Notices, the address of SNWA shall be:

Southern Nevada Water Authority  
Attn: General Manager  
P.O. Box 99956  
Las Vegas, NV 89193  
Fax: (702) 875-7001  
Phone: (702) 875-7080  
Email: john.entsminger@snwa.com

For purpose of Notices, the address of Alon shall be:

Alon Las Vegas Resort, LLC  
c/o Alon Leisure Management, LLC  
Attn: Andrew S. Pascal

10300 W. Charleston Blvd., Ste. 13272  
Las Vegas, NV 89135  
Phone: (725) 877-7800  
Email: andrew@alonleisure.com

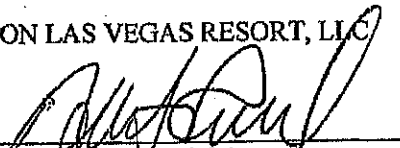
When notice is given by mail, it shall be deemed served three business days following deposit, postage prepaid in the United States mail. When notice is given by facsimile or email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the facsimile or email transmission. The Parties may designate a new contact person under this provision for notices or invoices, or change the address, email address or fax number identified above by notifying the other Parties in writing.

17. COVENANT RUNNING WITH THE LAND. Promptly after the execution by all Parties of this Agreement, an executed original of this Agreement shall be recorded with the Clark County Recorder. All amendments hereto must be in writing and signed by the appropriate officers of the Parties in a form suitable for recordation with the Clark County Recorder. This Agreement and any amendments hereto are covenants running with the land, binding Alon and all successor owners of the Property, or any portion thereof, to each of its terms and conditions. Upon the completion of performance of this Agreement or its earlier termination in accordance with Paragraph 3, a statement evidencing said completion, cancellation or termination signed by the appropriate officers of the Parties shall be recorded with the Clark County Recorder.

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


ALON LAS VEGAS RESORT, LLC

By

  
Andrew S. Rascal, Manager

LAS VEGAS VALLEY WATER DISTRICT

By


  
John J. Entsminger  
General Manager

Approved as to form:

SOUTHERN NEVADA WATER AUTHORITY

  
Dana R. Walsh, Director of Legal Services

By

  
John J. Entsminger  
General Manager

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

February 6, 2018

<b>Subject:</b> Construction Award	<b>Director's Backup</b>
<b>Petitioner:</b> David L. Johnson, Deputy General Manager, Engineering/Operations	
<b>Recommendations:</b> That the Board of Directors award a contract to drill and develop a replacement well to Stonehouse Drilling & Construction, LLC, for the amount of \$1,379,720, authorize a change order contingency for an amount not to exceed \$130,000, and authorize the General Manager to sign the construction agreement.	

**Fiscal Impact:**

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

**Background:**

Contract No. 620A 01 C1, Drill and Develop Replacement Well No. W029A (Contract), located as generally shown on Attachment A, provides for the drilling and development of one nominal 20-inch diameter well to a depth of approximately 1,020 feet utilizing reverse circulation methodology.

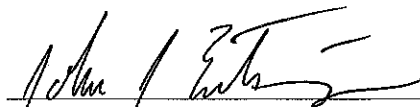
Sealed bids were received, publicly opened, and read aloud on November 15, 2017. A tabulation of the bids received is listed below:

Stonehouse Drilling & Construction, LLC	\$1,379,720
Weber Water Resources, LLC	\$1,566,175
Zim Industries, Inc.	\$1,606,480
Hydro Resources - West, Inc.	\$1,805,750

The Stonehouse Drilling & Construction, LLC (Stonehouse), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for Stonehouse to accept and agree to all Contract terms. Stonehouse is a Nevada Limited Liability Company located in Reno, Nevada.

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:



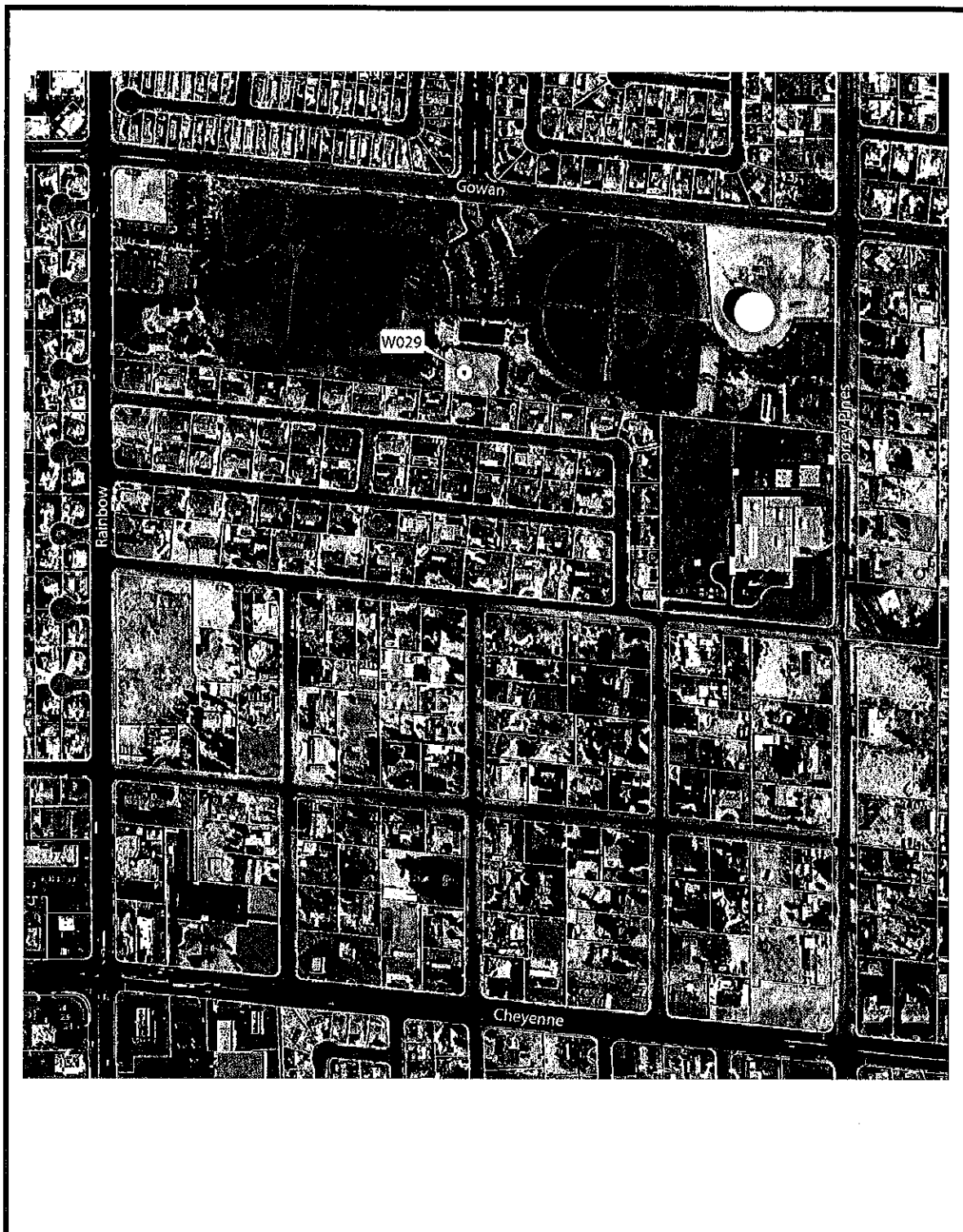
John J. Entsminger, General Manager  
JJE:DLJ:PJJ:DCB:evw  
Attachments

AGENDA  
ITEM #

6

**LVVWD BOARD OF DIRECTORS  
AGENDA ITEM**

**CONTRACT NO. 620A 01 C1  
DRILL AND DEVELOP REPLACEMENT WELL NO. W029A**



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> 0						
<b>Corporate/Business Entity Name:</b> Stonehouse Drilling & Construction, LLC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		7801 Lakeside Drive		<b>Website:</b>		
<b>City, State and Zip Code:</b>		Reno, Nevada 89511		<b>POC Name:</b> Stephanie Tompkins		
<b>Telephone No:</b>		775-432-2900		<b>Email:</b> stephanie@shdrilling.com		
<b>Nevada Local Street Address:</b>				<b>Fax No:</b> 775-331-8284		
<b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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)
Bret David Tompkins	Managing Member	50%
Stephanie Marie Tompkins	Managing Member	50%

**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.

  
 Signature

Stephanie Tompkins  
 Print Name

Managing Member  
 Title

11/27/17  
 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.

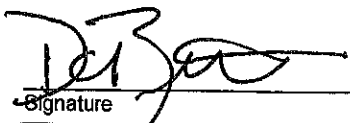
☒ No Disclosure

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  
Donald C. Bittle  
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 Stonehouse Drilling + Construction, LLC, 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: DRILL AND DEVELOP REPLACEMENT WELL NO. W029A

Contract No: 620A 01 C1

Public Works Project Identifying Number: CL-2018-49

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

- l. Invitation to Bid and Legal Notice
- m. Notice of Award
- n. Final Notice to Proceed

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

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this 27<sup>th</sup> day of November, 2017.

[CONTRACTOR'S NAME]

Storehouse Drilling & Construction LLC

By: [Signature]  
Signatory Empowered to Bind Contractor

Stephanie Tompkins  
Type or Print Name

Managing Member  
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. Enteminger  
General Manager

Approved as to Form:

[Signature]  
Laura Ellen Browning, Esq.  
Attorney for Las Vegas Valley Water District

END OF DOCUMENT

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

February 6, 2018

<b>Subject:</b> Construction Award	<b>Director's Backup</b>
<b>Petitioner:</b> David L. Johnson, Deputy General Manager, Engineering/Operations	
<b>Recommendations:</b> That the Board of Directors award a contract for main replacement in Elvis Presley Boulevard and Paradise Road to TAB Contractors, Inc., for the amount of \$2,455,991, authorize a change order contingency amount not to exceed \$240,000, 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. C1460, Miscellaneous Main Replacement, Elvis Presley Boulevard and Paradise Road (Contract), located as generally shown on Attachment A, provides for the removal and replacement of pipeline in Elvis Presley Boulevard between Las Vegas Boulevard and Paradise Road and in Paradise Road between Convention Center Drive and 1000 feet north of Elvis Presley Boulevard.

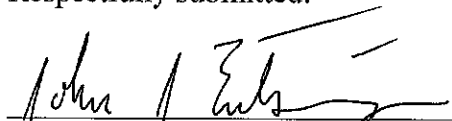
Sealed bids were received and publicly opened on December 6, 2017. A tabulation of the bids received is listed below:

TAB Contractors, Inc.	\$2,455,991.00
Harber Company, Inc., dba Mountain Cascade of Nevada	\$2,641,791.00
Acme Underground, Inc.	\$2,665,020.80
Wadley Construction, Inc.	\$2,669,600.85
Tand, Inc.	\$2,726,074.87
Las Vegas Paving Corporation	\$2,947,759.00
Capriati Construction Corporation, Inc.	\$3,575,353.05

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

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:

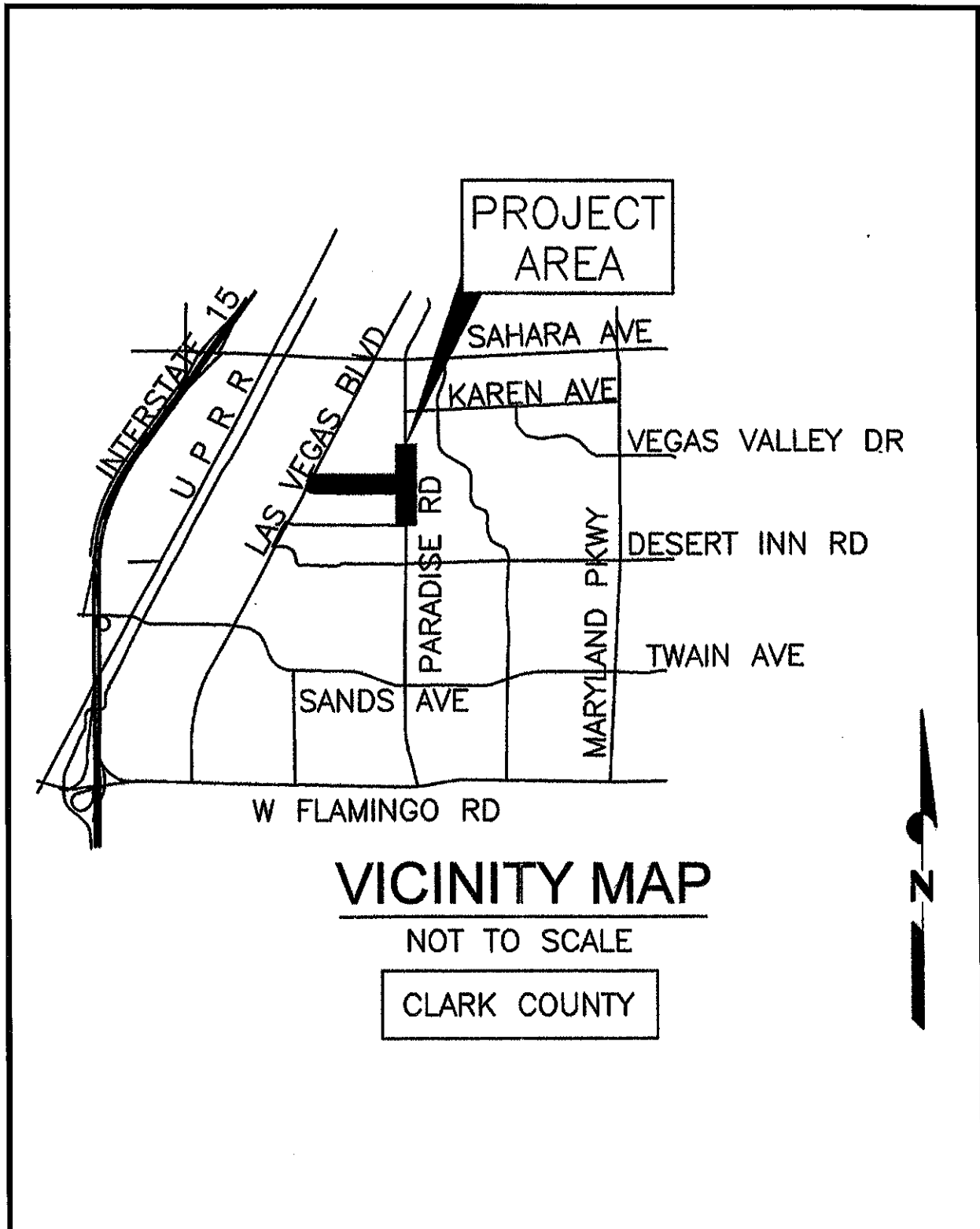
  
John J. Entsminger, General Manager  
JJE:DLJ:PJJ:DCB:MTD:evw  
Attachments

AGENDA  
ITEM #

7

LVVWD BOARD OF DIRECTORS  
AGENDA ITEM

CONTRACT NO. C1460  
MISCELLANEOUS MAIN REPLACEMENT,  
ELVIS PRESLEY BLVD. AND PARADISE RD.



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other						
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> 105						
<b>Corporate/Business Entity Name:</b>		TAB Contractors, Inc.				
<b>(Include d.b.a., if applicable)</b>		N/A				
<b>Street Address:</b>		6600 Amella Earhart Court, Suite B		<b>Website:</b> www.nclasvegas.com		
<b>City, State and Zip Code:</b>		Las Vegas, Nevada 89119		<b>POC Name:</b> Mark Urban		
				<b>Email:</b> murban@nclasvegas.com		
<b>Telephone No:</b>		702-642-3331		<b>Fax No:</b> 702-642-9876		
<b>Nevada Local Street Address:</b> (If different from above)		Same as above		<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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)
Greg J. Paulk	President	88.5%
Brady W. Stevens	Secretary/Treasurer	11.5%

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

- Are any individual members, partners, owners or principals, involved in the business entity, 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.

Signature	Greg J. Paulk
	Print Name
President	1/8/18
Title	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
Greg J. Paulk	Saeed Bonabian Asst. DIR of FACS	Brother-in-Law	Department of Aviation
Brady W. Stevens	Saeed Bonabian Asst. DIR of FACS	Brother-in-Law	Department of Aviation

\* 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.

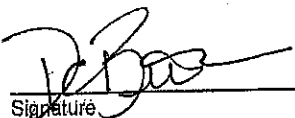
☐ No Disclosure

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

Donald C Bittle  
Print Name  
Authorized Department Representative

AGREEMENT

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

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

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: MISCELLANEOUS MAIN REPLACEMENT, ELVIS PRESLEY BLVD. AND PARADISE RD.

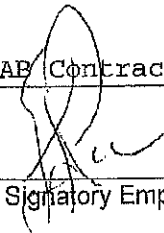
Contract No: C1460

Public Works Project Identifying Number: CL-2018-05

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 8 day of January, 2018.

[CONTRACTOR'S NAME]  
TAB Contractors, Inc.  
By:   
Signatory Empowered to Bind Contractor  
Greg J. Paulk  
Type or Print Name  
President  
Official Title

THIS AGREEMENT shall be in full force and effect as of the 8 day of January, 2018, 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