



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

**REGULAR MEETING**  
**9:00 A.M. – MAY 5, 2020**

**VIEW ONLINE AT LVVWD.COM**

**Board of Directors**  
Marilyn Kirkpatrick, President  
Jim Gibson, Vice President  
Larry Brown  
Justin Jones  
Michael Naft  
Tick Segerblom  
Lawrence Weekly

*John J. Entsminger,*  
*General Manager*

Date Posted: April 28, 2020

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) 283-0176 at least 24 hours prior to the meeting.

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**THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATION:**

**LAS VEGAS VALLEY WATER DISTRICT**  
**1001 SOUTH VALLEY VIEW BOULEVARD**  
**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 <https://www.lvvwd.com/lvvwd-agendas> for Las Vegas Valley Water District agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact Jason Bailey at (702) 283-0176 or [agendas@lvvwd.com](mailto:agendas@lvvwd.com).

**CALL TO ORDER**

**COMMENTS BY THE GENERAL PUBLIC**

NO ACTION MAY BE TAKEN: Public comment can be provided in advance of the meeting and submitted to [publiccomment@lvvwd.com](mailto:publiccomment@lvvwd.com). Comments related to items on this agenda received before 8:00 a.m. on May 5 will be read into the record at this time. Public comment received through May 7 will be included in the meeting's minutes.

**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 April 7, 2020.

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

2. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amendment between Atkins North America, Inc., and the District to revise the scope of the Pipeline Replacement In Paradise Road Between Twain Avenue and Karen Avenue Project for an increased amount of \$60,410, resulting in a total amount not to exceed \$632,306.
3. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 3 to the contract with J. A. Tiberti Construction Company, Inc., for construction of the Summerlin 3665 Zone Reservoir, extending the substantial and final completion dates by 181 calendar days for work delays outside the control of the District and the Contractor.

**BUSINESS AGENDA**

4. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between Carpenter Sellers Del Gatto Architects, PC, and the District to provide professional services for the design of building improvements to the Sustainability Gallery at the Springs Preserve for an amount not to exceed \$184,239.
5. *For Possible Action:* Conduct a public hearing regarding the issuance of General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2020C in the maximum aggregate principal amount of \$100,000,000 for the purpose of financing water projects for the Las Vegas Valley Water District.

**AGENDA – LAS VEGAS VALLEY WATER DISTRICT – PAGE TWO – MAY 5, 2020**

Members of the public wishing to address the Board during the Public Hearing can do so using the phone number that will be displayed during the broadcast of the meeting. Please dial the number made available and limit your comments to three minutes or less. Please mute your phone when not speaking.

**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. Members of the public wishing to address the Board can provide public comment using the phone number that will be displayed during the live broadcast of the meeting. Please dial the number made available and limit your comments to three minutes or less. Please mute your phone when not speaking.

**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 7, 2020  
MINUTES**

CALL TO ORDER

9:02 a.m., meeting conducted via teleconference

DIRECTORS PRESENT:

Marilyn Kirkpatrick, President

PRESENT VIA PHONE:

Jim Gibson, Vice President

Larry Brown

Justin Jones

Michael Naft

Tick Segerblom

Lawrence Weekly

STAFF PRESENT

John Entsminger, Julie Wilcox (via phone), Dave Johnson (via phone), Greg Walch (via phone), Kevin Bethel (via phone)

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

**COMMENTS BY THE GENERAL PUBLIC**

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

There were no comments provided in advance by the public.

**ITEM NO.**

**1. Approval of Agenda & Minutes**

FINAL ACTION: A motion was made by Director Naft to approve the agenda and the minutes from the regular meeting of March 3, 2020.

**CONSENT AGENDA** Items 2 – 6 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

- 2. Approve and authorize the President to sign an interlocal agreement between the Nevada Department of Transportation and the District for modification of water facilities as part of the Centennial Bowl Phase 3D - Lone Mountain Road Overpass at US 95 Project for an amount not to exceed \$1,166,319.**
- 3. Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, a letter agreement between the Nevada Department of Transportation and the District for valve, manhole and meter box adjustments in the area of Nellis Boulevard from Tropicana Avenue to Las Vegas Boulevard for an amount not to exceed \$74,635, and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.**
- 4. Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, a letter agreement between the Nevada Department of Transportation and the District for valve adjustments in the area of Jones Boulevard from Upland Boulevard to Smoke Ranch Road for an amount not to exceed \$6,325, and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.**
- 5. Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between Jacobs Engineering Group, Inc., and the District to provide the design of water main replacements in Karen Avenue between Maryland Parkway and Eastern Avenue for a total amount not to exceed \$199,379.**
- 6. Approve and authorize the General Manager to sign an amendment, in substantially the same form as attached hereto, between Kimley-Horn and Associates, Inc., and the District to revise the scope of the Las Vegas Boulevard Improvements, Phase III Project for an increased amount of \$747,370, resulting in a total amount not to exceed 4,117,462.**

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

**BUSINESS AGENDA**

7. **Authorize an increase in expenditures to W.W. Grainger, Inc./Grainger Industrial Supply for the Facilities Maintenance Repairs and Operations and Industrial Supplies Agreement from an amount not to exceed \$500,000, to an annual amount not to exceed \$1,000,000 for the current renewal term, with future increases not to exceed 5 percent per additional renewal term.**

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

8. **Award a contract for pipeline installation in Casey Drive between Topaz Street and McLeod Drive and in Pecos Road between Hacienda Avenue and Tropicana Avenue to Byrd Underground, LLC., for the amount of \$1,320,618, authorize a change order contingency amount not to exceed \$130,000, and authorize the General Manager to sign the construction agreement.**

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

9. **Award a contract for pipeline installation in Tropicana Avenue between Mojave Road and Sandhill Road to Las Vegas Paving Corporation, for the amount of \$1,780,004, authorize a change order contingency amount not to exceed \$178,000, and authorize the General Manager to sign the construction agreement.**

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

**COMMENTS BY THE GENERAL PUBLIC**

There were no members of the public who called in wishing to speak.

**Adjournment**

There being no further business to come before the board, the meeting adjourned at 9:12 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**

May 5, 2020

**Subject:**

Amendment

**Petitioner:**

David L. Johnson, Deputy General Manager,  
Engineering/Operations

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amendment between Atkins North America, Inc., and the District to revise the scope of the Pipeline Replacement In Paradise Road Between Twain Avenue and Karen Avenue Project for an increased amount of \$60,410, resulting in a total amount not to exceed \$632,306.

**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.

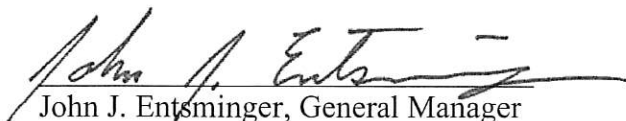
**Background:**

On December 4, 2018, the Board of Directors approved an agreement with Atkins North America, Inc. (Agreement), to provide professional design services for Contract No. C1530, Pipeline Replacement in Paradise Road Between Twain Avenue and Karen Avenue (Project). This Project includes the design for installation of approximately 4,310 linear feet of 24-inch and 1,515 linear feet of 16-inch water mains.

After approval of the Agreement and well into development of the detailed design, it was determined that there was not an available alignment within Paradise Road for approximately 1,000 linear feet of 24-inch pipeline due to existing underground utilities. The best solution is to replace the pipeline within the existing alignment. This solution requires modification of the design to include bypass piping to maintain water service to customers in the Project area during new pipeline installation. If approved, the attached Amendment No. 1 would provide for additional professional design services to support this solution for an amount of \$60,410, increasing the total not-to-exceed amount of the Agreement to \$632,306.

This amendment is being entered into pursuant to NRS 332.115(1)(b) and Section 13 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the amendment.

Respectfully submitted:



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

AGENDA  
ITEM #

2

## 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> 136						
<b>Corporate/Business Entity Name:</b> Atkins North America, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		4030 W Boy Scout Road, Ste 700		<b>Website:</b> www.AtkinsGlobal.com		
<b>City, State and Zip Code:</b>		Tampa, FL 33607		<b>POC Name:</b> Charlotte Maddox, Vice President		
				<b>Email:</b> Charlotte.Maddox@atkinsglobal.com		
<b>Telephone No:</b>		813-282-7275		<b>Fax No:</b> 813-281-3634		
<b>Nevada Local Street Address:</b>		2270 Corporate Circle, Ste 200		<b>Website:</b> www.AtkinsGlobal.com		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		Henderson, NV 89074		<b>Local Fax No:</b> 702-263-7200		
<b>Local Telephone No:</b>		702-263-7275		<b>Local POC Name:</b> Matthew S. Baird, Vice President		
				<b>Email:</b> Matt.Baird@Atkinsglobal.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)

Atkins North America, Inc. is a wholly owned subsidiary of the Atkins North America Holdings Corporation. The Atkins North America Holdings Corporation is a wholly owned subsidiary of Atkins US Holdings, Inc. Atkins US Holdings, Inc. is a wholly owned subsidiary of SNC-Lavalin Group, Inc., (traded on the Toronto, Canada exchange). The Atkins North America Holdings Corporation and Atkins North America, Inc. do not own shares in SNC-Lavalin Group, Inc.

SEE ATTACHED LIST OF DIRECTORS AND OFFICERS

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

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

official(s)?

☐ Yes

☐ No

(If yes, please note that the employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☐ No

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

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

  
Signature

Matthew S. Baird

Print Name

Vice President

7-18-19

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
N/A			

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

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

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

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For Entity Use Only:**

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


☒ No Disclosure

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

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

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

Notes/Comments:

  
 \_\_\_\_\_  
 Signature  
 Ryan Pearson  
 \_\_\_\_\_  
 Print Name  
 Authorized Department Representative

**ATKINS NORTH AMERICA, INC.**  
**FY 2019 DIRECTORS AND OFFICERS**

**Board of Directors**

George L. Nash, Jr.

David D. Quinn, Sr.

C. Ernest Edgar IV

**ATKINS NORTH AMERICA, INC.  
FY 2019 DIRECTORS AND OFFICERS**

**Office Title, Officer Names and Office**

**President/Chief Executive Officer - George L. Nash, Jr., NEW YORK**

**Sen. V.P./Chief Financial Officer/Treasurer– David D. Quinn, Sr. BOS**

**Sen. V.P. – Reza Amirkhalili, ALEX**

**Sen. V.P. – Kenneth J. Burns, Jr., DEN**

**Sen. V.P./General Counsel/Secretary –C. Ernest Edgar IV, TPA**

**Sen. V.P. – Paul E. Demit, ATL**

**Sen. V.P. – Phil Gruber, DEN**

**Sen. V.P. – Donna M. Huey, ORL**

**Sen. V.P. – Allen Ibaugh, ORL**

**Sen. V.P. - Priya Jain, EDISON**

**Sen.V.P. – Justin P. Jones, PHX**

**Sen. V.P. – Steven C. Malecki, DEN**

**Sen. V.P. – Maureen M. Nayowith, DEN**

**Sen. V.P. – Michael M. Newton, TPA**

**Sen. V.P. – James R. Steele, Jr., TPA**

**V.P. – Humberto P. Alonso, Jr., MIA**

**V.P. – Carlos J. Arboleda-Osorio, MIA**

**V.P. – Robert A. Bailey, AUS**

**V.P. – Matthew S. Baird, HEND**

**V.P. – Mark A. Banks, DEN**

**V.P. – James T. (Tommy) Barfield, TAL**

**V.P. – Danielle N. Barner, DAL**

**V.P. – Stefany M. Barone, DEN**

**V.P. – Ira C. Barrow, NORMAN**

**V.P.** – Edward G. Beadenkopf, ALEX

**V.P./Assistant Secretary** – Donya M. Becton, MIA

**V.P.** – Robert B. Bolick, ATL

**V.P.** – Mourad Bouhafs, ATL

**V.P.** – Jeremy J. Bourdon, MIA

**V.P.** – Wesley M. Burford, AUS

**V.P.** – Ronald J. Caldi, TPA

**V.P.** – Kevin P. Callahan, ORL

**V.P.** – Sergio Callen, New York

**V.P.** – Robin Campbell, ALEX

**V.P.** – David J. Carter, MIA

**V.P.** – Robert W. Chandler, BART

**V.P.** – Catherine Carr Clinch, CALV

**V.P.** – Amanda Corson, AUS

**V.P.** – Matthew P. D’Angelo, NASH

**V.P./Assistant Secretary** – Rene de los Rios, MIA

**V.P.** – Donald R. Deis, JAX

**V.P.** – Thomas J. Delaney, ORL

**V.P.** – W. Bradley Dennard, NASH

**V.P.** – P. Michael DePue, II, MAD

**V.P.** – Harshal B. Desai, HEN

**V.P.** – Michael A. Dewyre, TPA

**V.P.** – Emmett Du Bose, Jr. DAL

**V.P.** – Donald L. Erwin, Jr., ORL

**V.P.** – Iraj Ghaemi, SAND

**V.P.** – Kurt A. Goddard, ATL

**V.P.** – Susan A. Gratch, ORL



V.P. – Jill S. Gurak, RAL

V.P. –Khashayar Hadibour, PhD, LONG BEACH

V.P. – Ghaith Hamade, PhD, HEN

V.P. – Timothy J. Hammer, DEN

V.P. – Rami C. Harb, PhD, DEN

V.P. –David M. Harper, MIA

V.P. – Kenneth P. Hawkins, DEN

V.P. – Ruben A. Hernandez Gregorat, MIA

V.P. – John Tyler Hewitt, ATL

V.P. – Daniel Q. Humphrey, NORMAN

**V.P./Assistant Secretary – Jayanth Jayaram, TPA**

V.P. – Arthur A. Jones-Dove, CALV

V.P. – James M. Kapinos, ALEX

V.P. – Wade C. Kelly, MAR

V.P. – Thomas S. Knuckey, ORL

V.P. – Elizabeth R. Kraft, DEN

V.P. – Emily J. Kubovchik, HEND

V.P. – Darin R. Larson, FT. MYERS

V.P. – Luke E. LeBas, BAT

V.P. – Timothy P. Ledet, HOUS

V.P. – Daniel A. Liddle, DEN

V.P. – Derek Lindvall, DEN

V.P. – Scott A. Logan, NASH

V.P. – Thomas W. Lowe, AUS

V.P. – Charlotte A. Maddox, TPA

V.P. – Henry Manguerra, ALEX

V.P. – Kevin L. Martin, VEST  
V.P. – Willson S. McBurney, ORL  
V.P. – Regan P. McDonald, ALEX  
V.P. – Donald W. McEvoy, CALV  
V.P. – Steven D. McWilliams, ORL  
V.P. – Mark D. Micikas, TPA  
V.P. – Gene Niemasz, DEN  
V.P. – Elizabeth T. Norris, AUS  
V.P. – Francis O'Connor, EDISON  
V.P. – Praveen K. Ommi, ORL  
V.P. –Wiley C. Page, Jr. JAX  
V.P. – Shayne M. Paynter, TPA  
V.P. – Roger A. Phillipi, RENO  
V.P. – William P. Pitcher, FT LAUD  
V.P. – Robert M. Poll, TPA  
V.P. – Victor P. Poteat, ORL  
V.P. – Susan C. Reinhardt, CALV  
V.P. – Harry G. Rice, VEST  
V.P. – Michael R. Ryan, FT. MYERS  
V.P. – Edward Hull Ryde, DAL  
V.P. – Frank J. Schultz, DEN  
V.P. – Thomas J. Schweitzer, CALV  
V.P. – Shad Shafie, SAN ANT  
V.P. – Joseph L. Shalkowski, AUS  
V.P. – Raj Singh, ORL  
V.P. – Jennifer K. Sorenson, AUS  
V.P. –Angelo A. Spata, HEND



**V.P. – Ben R. Sprague, HEND**

**V.P. – Terry A. Suehr, ALEX**

**V.P. – Matthew A. Taylor, ORL**

**V.P. – Scott E. Tezak, BOS**

**V.P. – Rukiya Thomas, ATL**

**V.P. – David P. Thompson, RAL**

**V.P. – Jennifer M. Tsien, ATL**

**V.P. – Mary C. Volpe, CAL**

**V.P. – Noelle M. Warren, CHIP**

**V.P. – Kirk S. Webb, DEN**

**V.P. – Chester W. Wendrzyk, MEL**

**V.P. – Lisa M. Wheatly, DEN**

**V.P. – Gregory J. Wilk, DAL**

**V.P. – Marcus A. Wittich, ATL**

**V.P. – Rosemary E. Woods, TAL**

**V.P. – Jeffrey Wright, ALEX**

**V.P. – Taylor P. Wright, ATL**

**V.P. – Terrance J. Zable, ORL**

**Assoc. V.P. – Clifton D. Austin, AUS (ARCHITECTURE, OH)**

**Assoc. V.P. – Robert G. Garner, ATL (LAND SURVEY, GA)**

**Assoc. V.P. – James E. Hunt, OKL (RIC, ENGINEERS AND SURVEYORS)**

**Assoc. V.P. – Jacqueline G. Kinker, ORL, (REAL ESTATE, GA AND NC)**

**Assoc. V.P.- Desiderio “Desi” Maldonado, TAL (ENGINEERING, US VI)**

**Assoc. V.P. – Roberto D. Mantecon, MIA (LAND SURVEY, FL)**

**Assoc. V.P. – Debra K. Reddick, ORL (REAL ESTATE, FL)**

**Assoc. V.P. – Gary D. Reinhardt, AUS (OFFSITE) (REAL ESTATE, TX)**

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES  
AMENDMENT NO. 1**

This Amendment No. 1 ("Amendment") to the Agreement to Provide Professional Services ("Agreement"), is made by and between Atkins North America, Inc. ("CONSULTANT"), and the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("DISTRICT"). DISTRICT and CONSULTANT are sometime hereinafter referred to individually as "Party" or collectively as "Parties." The "Effective Date" is the date of last signature on this Amendment.

WITNESSETH:

WHEREAS, the Parties entered into the original Agreement effective 12/15/2018, through which CONSULTANT would provide the DISTRICT with professional services for the design of a new waterline in Paradise Road between Twain Avenue and Karen Avenue, and

WHEREAS, the Parties desire to amend the Agreement to account for modifications in the waterline alignment due to unforeseen circumstances.

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

- A. Modify Exhibit A of the Agreement to include Exhibit A-1 as attached to this Amendment No. 1.
- B. Replace the Rates and Fees Exhibit of the Agreement with the Rates and Fees Exhibit as attached to this Amendment No. 1.
- C. REPLACE Paragraph 4 on Page 2 of 11 of the Agreement with the following Paragraph No. 4.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$632,305.25.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year last entered below.

**ATKINS NORTH AMERICA, INC**

**LAS VEGAS VALLEY WATER DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Exhibit A-1**

### **Contract 1530 - Pipeline replacement in Paradise Road Between Twain Avenue and Karen Avenue**

Atkins has prepared scope and fee for the additional coordination efforts and details prepared for the Las Vegas Monorail Company for the 100% design submittal and the work associated with re-aligning the 24-inch pipeline away from the Las Vegas Monorail columns. Atkins is requesting a Contract Amendment for the additional work in relation to the Contract No. C1530 Paradise Road Waterline Betterment design project.

## **BACKGROUND**

Paradise Road is an extremely congested utility corridor, which has made determining an alignment for the proposed waterline a challenge. Early in design the preferred option for the new 24-inch pipeline alignment in Paradise Road, just North of Elm Drive, was to align the new pipeline close to the center of Paradise Road near the existing Las Vegas Monorail foundation columns 91 through 101. The District and Atkins met with and coordinated closely with the Las Vegas Monorail Company (Monorail Company) over the course of the preliminary and detailed design phases to obtain Monorail criteria and requirements. As a result of the coordination, Monorail columns 101 through 91 were surveyed, detailed, and included in the 100% plan set. In late December 2019, after several coordination meetings and submission of the 100% design documents, the Monorail company provided new criteria prohibiting the pipeline to be built closer than 12 feet from the edge of the proposed trench to the face of the Monorail column footings. Approximately 1,000 linear feet of the proposed pipeline will need to be realigned to and constructed where the existing 24-inch ACP waterline is currently located. The existing 24-inch waterline provides supplemental service to the north portion of the Las Vegas strip and cannot be shut down for any extended period of time. Construction of this segment of pipe will require temporary above ground bypass piping to be located on the adjacent sidewalk or private property.

The following is a summary of coordination and revisions to the project that will be completed under this Contract Amendment. Additionally, coordination and special Monorail details that were prepared prior to the initial 100% submittal are included in this Amendment.

- Meetings and coordination with the Monorail company and Clark County Public Works.
- Coordinating the revised alignment with utility/agencies for approvals.
- Survey of the Monorail columns and guideway and development of special details.
- Updating the Preliminary Design Report to include the new Monorail requirements, updated alignment, and bypass criteria.
- Developing details and specifications for a temporary above ground bypass operation.
- Updating drawings and details for the revised alignment.
- Obtaining potholes at the proposed bypass point of connection.

## **SCOPE OF WORK**

### **Task 1 - Project Management and Coordination**

- 1.1. Project Management/Invoicing:** Additional invoicing and project management due to the extension of schedule.
- 1.2. Utility / Agency Coordination:** Notify utilities of revised alignment and resubmit drawings for review, comment and approval.

### **Task 2 - Quality Management**

- Perform internal QC review of the updated Preliminary Design Report and revised 100% drawing and specification check set prior to Final submittal to the District for review.

### **Task 3 - Survey and Base Mapping**

- 3.1. Field Survey:** Field survey existing Monorail guideway and columns (Columns 104 through 91) and additional potholes.

### **Task 4 - Geotechnical Investigation.** Not a part.

### **Task 5 - Utility Pothole Investigation**

- Pothole at two locations and field survey.

### **Task 6 - Preliminary Design Report.** Atkins will update the Preliminary Design Report to incorporate alignment changes and add bypass criteria and approach.

**Deliverable:** Atkins will submit a Draft and Final PDR (2 hard copies, 1 electronic).

### **Task 7 - 60% Design Submittal.** Not a part.

### **Task 8 - 100% Design Submittal.** Update drawings, specifications, and details to incorporate revised alignment. Atkins will perform the following:

- Updating the alignment and point tables on the survey control sheets SV1 and SV2.
- Updating alignment plan and profile on sheets C1 through C3.
- Updating pavement replacement on sheets C13 and C14.
- Developing and updating special Monorail detail sheets CD14 and CD15 (completed for the for the initial 100% submittal).

- Development of three new detail sheets for bypass connection and piping details (sheets CD16, CD17 and CD18).
- Prepare one additional specification for above ground bypassing.
- Coordination with the Las Vegas Monorail Company (Monorail Company) for design requirements and approvals. Coordinate with Clark County Public Works (CCPW) for the installation of a temporary above ground bypass piping on the sidewalk within public Right-of-Way.

**Deliverable:** Atkins will submit a revised 100% submittal of drawings, specifications and calculations for District review (Two (2) full size and five (5) half size set of drawings, two sets of specifications, and one electronic copy).

**Task 9 – Final Design Submittal.** Not a part.

**Task 10 – Pre-Bid and Bid Phase Services.** Not a part.

**Task 11 – Engineering Services During Construction**

- Additional shop drawing and submittal review for the above ground bypass piping.

The following summarizes proposed costs by tasks for the scope of services outlined previously:

### Cost Proposal - By Task

C1530 - Pipeline Re-alignment Contract Amendment Las Vegas  
Valley Water District

Task ID	Description	Price
1	Project Management	3,885.00
2	Quality Management	4,800.00
3	Survey and Base Mapping	1,964.00
5	Utility Pothole Investigation	4,830.25
6	Preliminary Design Report	2,760.00
8	100% Design Submittal	41,715.00
11	Engineering Services During Construction	455.00
<b>Sub Total</b>		<b>60,409.25</b>

## **RATES AND FEES**

Project Management	\$34,995.00
Quality Management	\$37,950.00
Survey and Base Mapping	\$39,978.00
Geotechnical Investigation	\$28,874.00
Utility Pothole Investigation	\$62,364.25
Preliminary Design Report	\$41,701.76
60% Design	\$88,170.95
100% Design	\$126,875.28
Final Design	\$58,736.85
Bid Support	\$12,829.52
Engineering Services During Construction	\$30,950.00
Additional Services Budget	\$16,889.00
<b>SUBTOTAL</b>	<b>\$580,314.61</b>
Contingency	\$51,990.64
<b>FINAL TOTAL</b>	<b>\$632,305.25</b>

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

May 5, 2020

**Subject:**

Change Order

**Petitioner:**

David L. Johnson, Deputy General Manager,  
Engineering/Operations

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign Change Order No. 3 to the contract with J. A. Tiberti Construction Company, Inc., for construction of the Summerlin 3665 Zone Reservoir, extending the substantial and final completion dates by 181 calendar days for work delays outside the control of the District and the Contractor.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

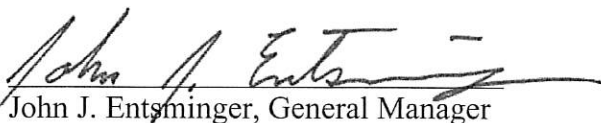
On July 3, 2018, the Board of Directors awarded Contract No. C1472, Summerlin 3665 Zone Reservoir (Contract), to J. A. Tiberti Construction Company, Inc., which provides for the construction of two 5-million gallon, buried-concrete reservoirs, appurtenant piping, a disinfection and control building, a concrete wall and tubular steel security fencing.

The Board further authorized a change order contingency amount of \$300,000, to be used in accordance with Resolution No. 9-97. To date, two change orders have been approved. On September 3, 2019, the Board approved Change Order No. 1 extending the Contract time by 80 calendar days and authorizing the General Manager to utilize an additional change order contingency of 90 calendar days for future needs. Change Order No. 2, decreasing the contract amount by \$2,436, was approved in accordance with Resolution No 9-97.

If approved, Change Order No. 3 will modify the Contract documents to provide a final extension of time of 181 calendar days to account for various work delays by others outside the control of the District and the Contractor. Change Order No. 3 requires Board approval as the requested time extension exceeds the duration of the additional time extension granted to the General Manager by the Board of Directors in Change Order No.1.

This change order is authorized pursuant to NRS 338.143 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 change order.

Respectfully submitted:

  
John J. Entsminger, General Manager

JJE:DLJ:PJJ:SO:amn

Attachments

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 checked="" 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> 21						
<b>Corporate/Business Entity Name:</b> J. A. Tiberti Construction Co., Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1806 Industrial Rd.		<b>Website:</b> www.Tiberti.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89102		<b>POC Name:</b> Joe Hatton		
				<b>Email:</b> Jhatton@tiberti.com		
<b>Telephone No:</b>		702-382-7071		<b>Fax No:</b> 702-382-6367		
<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)
Laura Liza Tiberti	Director	25 %
Mary Andra Tiberti Maffey	Director	25 %
Renaldo Milan Tiberti	Director	25 %
Mario Anthony Tiberti	Director	25 %

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

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

☐ Yes

☒ No

(If yes, please note that the employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

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

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

Mark C. Maffey  
Signature  
Vice President  
Title

Mark C. Maffey  
Print Name  
4/7/2020  
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:

*Shannon Ono*

Signature

shannon ono

Print Name

Authorized Department Representative

**LAS VEGAS VALLEY WATER DISTRICT  
CONTRACT NO. C1472  
SUMMERLIN 3665 ZONE RESERVOIR  
CHANGE ORDER NO. 3**

CONTRACTOR: J.A. Tiberti Construction Co., Inc.  
1806 Industrial Road  
Las Vegas, Nevada 89102

<u>ITEM NO.</u>	<u>DESCRIPTION OF CHANGE</u>	<u>ADD/DEDUCT</u>	<u>AMOUNT</u>
CO3.1	In accordance with General Conditions section 00 72 00, Article 12.1.D, provide additional time for delays due to work by others beyond the control of both the Owner and Contractor.	NO CHANGE	NO CHANGE
<u>Schedule</u>	The substantial and final completion dates are extended 181 calendar-days by this change order to December 23, 2019 and February 21, 2020 respectively.	NO CHANGE	NO CHANGE
<b>TOTAL CHANGE IN CONTRACT TIME FOR FINAL COMPLETION</b>		<b>181-DAYS</b>	<b>181-DAYS</b>
<b>TOTAL CHANGE IN CONTRACT PRICE</b>		<b>NO CHANGE</b>	<b>NO CHANGE</b>

All necessary adjustments to all other portions of the original Contract Documents, including but not limited to all applicable specification and drawing notes and details, as required by these changes, are hereby made.

This Change Order, executed by the District and the Contractor, shall constitute a full and final settlement of Any and all claims made by the Contractor for time extensions and/or additional costs arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. C1472 remain unchanged.

ACCEPTANCE BY CONTRACTOR:

BY: Mark C. Maffey DATE: 4/7/20  
PRINT: Mark C. Maffey

AUTHORIZED BY DISTRICT:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
John J. Entsminger, General Manager

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

May 5, 2020

**Subject:**

Agreement

**Petitioner:**

David L. Johnson, Deputy General Manager,  
Engineering/Operations

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between Carpenter Sellers Del Gatto Architects, PC, and the District to provide professional services for the design of building improvements to the Sustainability Gallery at the Springs Preserve for an amount not to exceed \$184,239.

**Fiscal Impact:**

If the above recommendation is approved, the required \$184,239 will be provided by the Springs Preserve Foundation through grant funds received from the State of Nevada.

**Background:**

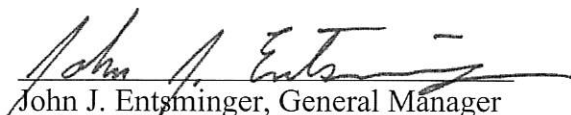
The Springs Preserve Foundation received a grant from the State of Nevada to update exhibits and construct a classroom in the Sustainability Gallery at the Springs Preserve (Springs). The grant proceeds are sufficient to fully fund the design and constructions of the improvements.

Contract L0088, Sustainability Gallery Exhibit Acquisition, includes demolition of the existing exhibits, construction of a classroom, office and restroom, and relocation of the Nature Exchange to the Sustainability Gallery at the Springs. As a highly qualified firm familiar with the design intent at the Springs, Carpenter Sellers Del Gatto Architects, PC, (CSD) was selected to perform the professional services for the design of this project.

If approved, the attached agreement would provide the terms and conditions for CSD to prepare the final construction design documents necessary for this project. The requested \$184,239 includes a 10 percent contingency.

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:kd

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
<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> 29						
<b>Corporate/Business Entity Name:</b> Carpenter Sellers Del Gatto Architects, PC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		8882 Spanish Ridge Avenue		<b>Website:</b> www.csdarchitecture.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89148		<b>POC Name:</b> Rick Sellers		
				<b>Email:</b> rsellers@csdarchitecture.com		
<b>Telephone No:</b>		702-251-8896		<b>Fax No:</b> 702-251-8876		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>		Same		<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)
William Rickie Sellers, AIA	Principal   President	50%
Michael Anthony Del Gatto II, AIA, LEED AP	Principal   Vice President	40%
Michele K. Brigida, AIA, LEED AP BD+C	Principal   Director	10%

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

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

☐ Yes

☒ No

(If yes, please note that the employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

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

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

Rick Sellers, AIA

Signature

Principal/President

Title

By Rick Sellers, AIA, LEED AP, President of CSDA Architects, PC, a Nevada Limited Liability Company, on 01/13/2020. 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.

Rick Sellers, AIA

Print Name

January 13, 2020

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 .

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

**For Entity Use Only:**

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


☒ No Disclosure

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

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

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

Notes/Comments:

  
Signature  
Ryan Pearson  
Print Name  
Authorized Department Representative



## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Carpenter Sellers Del Gatto Architects, PC, 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. The "Effective Date" is the date of last signature on this Agreement.

### **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. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any of the attached Exhibits, the provision contained in this Agreement shall govern and control.
- 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 seven 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.

3.3. DISTRICT shall pay invoiced amounts from CONSULTANT based on tasks completed as set forth in **Exhibit A** within 30 calendar days after the date the invoice is received and approved by DISTRICT.

3.4. 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 \$184,239.00.

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 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 standards. Such professional standards shall mean to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality (Standard of Care).

5.4. All products of its effort shall be technically sound and in conformance with all applicable pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations in accordance with the applicable Standard of Care. 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 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 (Project Documents) 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, and corresponding payment therefor. The Project Documents are for use on this Project only. 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 use the Project Documents in the construction, operation, maintenance, modification or extension of the Project. Use of the Project Documents on any other project is prohibited without the further involvement or written consent of the CONSULTANT.



- 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, telephone number (702) 875-7064 or their designee. DISTRICT's representative may delegate any or all of his/her 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 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, upon completion and corresponding payment therefor, 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, except with respect to the CONSULTANT's retained ownership to its standard details, designs and specifications.
- 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, subject to payment therefor, CONSULTANT hereby assigns, transfers, and conveys, all such Right to DISTRICT.
- 9.2.1. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all of the Work Product as provided herein 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 10.

- 9.3. 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; provided that the District has paid for the same.

10. INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, including specifically the payment to be paid to CONSULTANT under this Agreement, CONSULTANT hereby sell, convey, transfer and assign 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 specific benefit of DISTRICT (including, without limitation, patent applications, issued patents, prototypes for the purpose of same) 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; provided, however, that such assignment and rights do not extent beyond the use set forth in Section 5.5 above, and, CONSULTANT shall retain its ownership rights to its standard details, designs and specifications. .

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 shall not contract with any client whose interest is directly adverse to the interests of the Las Vegas Valley Water District and/or the Southern Nevada Water Authority with respect to this Project or any other work that the CONSULTANT is performing for the DISTRICT.

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 CONSULTANT'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 in such deliverables.
- 15.2. 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, the trier of fact shall award to the DISTRICT 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. SCHEDULE FOR PERFORMANCE OF SERVICES:

- 17.1. Time is of the essence in this Agreement.
- 17.2. If CONSULTANT's performance of Services is delayed or if CONSULTANT's sequence of tasks is changed, CONSULTANT shall notify DISTRICT's representative in writing of the reasons for the delay and prepare a revised schedule for performance of Services. The revised schedule is subject to DISTRICT's written approval.

18. INSURANCE:

18.1. General:

18.1.1. 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.

18.1.2. 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.*

18.1.3. DISTRICT shall also be named as an additional insured under the subcontractor's insurance policies to the same extent as required in Section 18.1.2 above. 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.

18.1.4. 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.

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

18.2. Evidence of Insurance:

18.2.1. 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.

18.2.2. 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, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement.



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

18.2.4. All insurance policies shall require the insurer to provide a minimum of 30 calendar days' prior notice for cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 10 days' prior notice.

18.3. INSURANCE COVERAGES:

18.3.1. 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.

18.3.2. 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.

18.3.3. 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.

18.3.4. 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 years after completion of CONSULTANT's Work as set forth in this Agreement.

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

19. TERMINATION:

19.1 DISTRICT'S General Manager or his/her designee may terminate this Agreement on 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.

19.2 CONSULTANT may terminate this Agreement upon not less than thirty (30) days' written notice and opportunity to cure should the DISTRICT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.

20. REVIEWS:

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

- 20.2. DISTRICT will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within 15 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. The final approval will be submitted to CONSULTANT within 20 working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21. 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 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.

22. USE OF MATERIALS:

22.1. 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.

22.2. 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.

23. PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

23.1. Due to the sensitive nature of information contained within the project management information system (PMIS), DISTRICT requires that CONSULTANT agree to the PMIS terms of use. By entering into this Agreement, CONSULTANT agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").

- 23.1.1. Access to PMIS provided by DISTRICT is for authorized users and organizations only. To protect this software from unauthorized use and to ensure that the software functions properly, activities on PMIS and use of this application, related data, and/or related services (collectively "PMIS Services") are monitored and recorded and subject to audit.
- 23.1.2. CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:
  - 23.1.2.1. Authorized users cannot give out their login information to another party.
  - 23.1.2.2. Authorized users shall notify DISTRICT within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.
  - 23.1.2.3. Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.
  - 23.1.2.4. These PMIS Services are provided for the convenience of contractors and engineering firms. DISTRICT is not responsible for any issues created by a malfunction of these PMIS Services.
  - 23.1.2.5. CONSULTANT agrees to use PMIS for work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.
  - 23.1.2.6. CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
- 23.1.3. CONSULTANT agrees not to use the PMIS Services in any way that is unlawful, or harms DISTRICT, its' service providers, suppliers or any other user. CONSULTANT agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. DISTRICT's failure to act with respect to a breach by CONSULTANT or others does not waive its right to act with respect to subsequent or similar breaches.
- 23.1.4. NO WARRANTY. DISTRICT provides the PMIS Services "As Is," "With All Faults" and "As Available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with CONSULTANT, to the maximum extent permitted by applicable law. DISTRICT and its suppliers make no representations, warranties or conditions, express or implied. DISTRICT and its suppliers expressly disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (a) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, no encumbrances, no liens and non-infringement, (b) warranties or conditions arising through course dealing or usage of trade, and (c) warranties or conditions of uninterrupted or error-free access or use.
- 23.1.5. LIABILITY LIMITATION; EXCLUSIVE REMEDY. In addition to applicable Nevada laws regarding sovereign immunity, in no event will DISTRICT be liable for any damages including, without limitation, any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these Terms of Use or CONSULTANT's use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If CONSULTANT has any dispute or claim against DISTRICT with respect to these Terms of Use or the PMIS Services, then CONSULTANT's sole and exclusive remedy is to discontinue using the PMIS Services.
- 23.1.6. DISTRICT reserves the right to change the Terms of Use and will provide notice of any change to CONSULTANT. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. DISTRICT may change, suspend or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. DISTRICT may assign these Terms of Use, in whole or in part, at any time with or without

notice to CONSULTANT. CONSULTANT may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.

23.1.7. These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. CONSULTANT agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada, for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use.

23.1.8. If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.

23.1.9. Except as expressly stated herein, these Terms of Use constitute the entire agreement between DISTRICT and CONSULTANT with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between DISTRICT and CONSULTANT with respect to the PMIS Services.

23.1.10. The PMIS Services are subject to the intellectual property rights of DISTRICT and to the Nevada public records law.

#### 24. DATA PRIVACY AND SECURITY:

24.1. 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.

24.2. 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.

24.3. CONSULTANT shall ensure that ("DISTRICT data") is stored only in data center(s) that are subject to United States federal jurisdiction.

24.4. CONSULTANT has completed and provided to DISTRICT the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. CONSULTANT agrees to maintain a comparable or better information security program throughout the course of this Agreement that is reviewed for new risk assessments at least annually.

24.5. 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.

24.6. 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.

#### 25. RECORDS:

CONSULTANT shall retain financial and other records directly related to this Agreement for six 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.

26. 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.

27. 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.

28. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

28.1. 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.

28.2. 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.

29. EQUAL EMPLOYMENT OPPORTUNITY:

29.1. 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.

29.2. 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.

30. APPLICABLE LAW:

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

31. VENUE:

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

32. 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.

33. 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.

34. 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.

35. CAPTIONS:

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

36. 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.

37. 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.

38. 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:

Carpenter Sellers Del Gatto Architects, PC  
Attention: Rick Sellers  
8882 Spanish Ridge Avenue  
Las Vegas, Nevada 89148  
RSellers@csdarchitecture.com

To DISTRICT:

Las Vegas Valley Water District  
Attention: Ryan Pearson  
P.O. Box 99956  
Las Vegas, Nevada 89193-9956  
ryan.pearson@lvvwd.com

With copy to:  
(excluding invoices)

Las Vegas Valley Water District  
Attention: General Counsel  
1001 S. Valley View Blvd., MS 475  
Las Vegas, Nevada 89153  
generalcounsel@lvvwd.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 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.

39. 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.

40. AUDITS:

The performance of this Agreement by CONSULTANT is subject to review by DISTRICT to ensure contract compliance at the discretion of DISTRICT. CONSULTANT agrees to provide DISTRICT any and all information requested that directly 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.

41. FORCE MAJEURE:

- 41.1. A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security or health risks; and (e) industry wide strikes with a direct impact on this Agreement. CONSULTANT's economic hardship, and changes in market conditions are not considered Force Majeure Events.
- 41.2. Both the DISTRICT and the CONSULTANT have evaluated the effects of COVID-19 on this Agreement. The DISTRICT and the CONSULTANT expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events. If additional unforeseen effects of COVID-19 occur, the Parties agree that these unforeseen events are beyond the reasonable control of the Parties.
- 41.3. Where the CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and CONSULTANT shall agree to an extension of time in an amount equal to the time lost due to such delay; the agreed extension shall be the CONSULTANT's sole and exclusive remedy for such delay, and CONSULTANT shall not be entitled to an increase in the sums due under this Agreement. Consultant shall provide a revised schedule for performance in accordance with Paragraph 17.2.
- 41.4. The party suffering a Force Majeure Event shall give notice within 5 Days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

42. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 40 (Audits) of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, (b) Paragraphs 9 (Intellectual Property Acknowledgment), 10 (Intellectual Property Assignment), 16 (Indemnification), 21 (Confidentiality and Release of Information), 23 (Data Privacy and Security), 29 (Applicable Law), 30 (Venue), and 31 (Attorney's Fees) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

43. 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 nondiscriminatory 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.

44. 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 last entered below.

**CARPENTER SELLERS DEL GATTO  
ARCHITECTS, PC**

**LAS VEGAS VALLEY WATER DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCOPE OF SERVICES**



PRINCIPALS

W. RICK SELLERS, AIA

MICHAEL A. DEL GATTO, AIA, LEED AP

MICHELE K. BRIGIDA, AIA, LEED AP BD+C

PRINCIPAL EMERITUS

STEVEN R. CARPENTER, AIA, RETIRED

**PROPOSAL FOR ARCHITECTURAL SERVICES**

November 19, 2019 (revised January 14, 2020, revised January 30, 2020)

Ryan Pearson  
Las Vegas Valley Water District  
1001 South Valley View Blvd.  
Las Vegas, NV 89153

**Re: LVVWD Sustainability Gallery Remodel**

Dear Ryan,

Carpenter Sellers Del Gatto Architects, PC (CSD), a Nevada Corporation, is pleased to provide this proposal for Architectural Services on your project. We appreciate your interest in our firm and look forward to the opportunity to work with you. We are basing this proposal on the information you have provided during our site walk with you on 10/28/19 and via email on 10/29/19.

**Scope of Work**

This project is located in Las Vegas, NV at Springs Preserve within the existing Sustainability Gallery. The project scope includes the following:

- The existing exhibits within the gallery will be demolished/salvaged, including the greenhouse, demonstration house, garbage truck, electric vehicle, wood deck with ramp for video game area, and airstream trailer, and the existing curbed display areas and rammed earth, partial height walls will be demolished.
- The gallery space is to be repurposed to an indoor playground with a play structure for young children, a classroom for approximately 35 students, and a nature exchange with geode space. The indoor playground structure to be selected from manufacturer's in-stock catalog with a modified floor safe zone.
- A door to the hummingbird bird garden from the gallery space within the existing glazing system is to be provided.

- The bathroom exhibit area is to be renovated into a storage area and the existing entry of the demonstration house into an office for two staff personnel. The office renovation is to include removal/modification of an exterior door if allowed by code.
- The concrete boulders and base at the seating areas of the outdoor gathering space and outdoor lobby are to be demolished.
- We will explore options for hiding the sloped roof of the model house exterior as well as modifications to the exterior finish to more resemble the surrounding structures. We will then provide construction documents for the selected option.

We anticipate that we are free to use the digital CAD files provided to our office and that we may rely on them for accuracy.

## **Work Plan**

Please review the following detailed description of work for the SD-CA tasks provided for in this proposal.

### **Phase I Schematic Design (“SD”)**

#### **1. Kickoff Meeting**

- a. Kickoff meeting between CSD and the Client to discuss the requirements/goals and Client’s critical success factors of project.

#### **2. CSD Effort**

- a. Develop code analysis and provide recommendations for identified requirements.
- b. Develop conceptual floor plan layout, reflected ceiling plans, and exterior/interior elevations, up to 2 iterations.
- c. Identify and provide samples of materials/colors to be used in construction.
- d. Provide unedited book specification.

#### **3. Design Presentation/Review**

- a. Meeting between CSD, LVVWD, and Springs Preserve to review and approve conceptual drawings
  - ☐ CSD will provide written responses to comments within 3 weeks of receiving comment, incorporation of comments into documents will occur with subsequent submittal.

#### **4. Deliverables**

- a. CSD to provide digital PDF format copies of Schematic Design Drawings and unedited book specifications for client use.
- b. CSD to provide word format copies of unedited book specifications for client use.
- c. CSD to provide CAD format copies of Schematic Design Drawings for client use.
- d. CSD to provide five (5) full-size, hard copies of the Schematic Design Drawings for client use.



## **Phase II Design Development (“DD”)**

### **1. CSD Effort**

- a. Refine Schematic Design per comments.
- b. Compile information; finalize code analysis, and other requirements.
- c. Finalize floor plans and elevations for final size, shape, material selection and finishes.
- d. Work with Furniture vendor to finalize location and types of furniture to be selected.
- e. Present built-in and furniture layouts for all proposed spaces.
- f. Consultants analyze and select appropriate building systems and begin preliminary calculations and sizing.
- g. Provide edited book specifications

### **2. Design Presentation/Review**

- a. Meeting between CSD and LVVWD to review and approve DD drawings, materials, and finishes.
  - ☐ CSD will provide written responses to comments within 3 weeks of receiving comment, incorporation of comments into documents will occur with subsequent submittal.
- b. Meeting with consultants to finalize and present design strategies.

### **3. Deliverables**

- a. CSD to provide digital PDF format copies of Design Development Drawings, edited book specifications, and cost estimate for client use.
- b. CSD to provide word format copies of edited book specifications for client use.
- c. CSD to provide CAD format copies of Design Development Drawings for client use.
- d. CSD to provide five (5) full-size, of the Design Development Drawings for client use.

\* Changes in design after LVVWD approval at this stage will require an ASR (additional service request) in order to continue with the project.

## **Phase III Construction Documents (“CD”)**

### **1. CSD Effort**

- a. Incorporate the LVVWD’s DD review comments and prepare construction documents based on approved Design Development.
- b. Review and coordinate all drawings.
- c. Prepare book specifications.
- d. Incorporate and coordinate all architect’s consultant work.
- e. CSD to coordinate with selected LVVWD furniture vendor in selection of finishes and placement of all required furniture and will coordinate all power and data requirements with its consultants.
- f. Plan Check comment integration and coordination.

### **2. Meetings**



- a. Review construction documents with the Client.

### **3. Deliverables**

- a. CSD to provide hard copies of stamped and signed construction documents to LVVWD to apply for necessary permits and the awarded contractor will pull the required permits.
- b. CSD to digital PDF format copy of stamped and signed construction documents to the building department.
- c. CSD to provide digital PDF format copies of Construction Document Drawings, book specifications, and cost estimate for client use.
- d. CSD to provide to digital PDF format copy of stamped and signed construction documents and calculations incorporating all plan check comments, as required by the building department to attain the required permit.

## **Phase IV Bidding**

### **1. CSD Effort**

- a. Assist LVVWD in resolving any questions during the bid process.

## **Phase V Construction Administration ("CA")**

### **1. CSD Effort**

- a. Produce documentation required and review RFI's and submittals.
- b. Assist LVVWD in preparation of drawing and specification addendums and revisions.
- c. Consultants will provide clarification or interpretation of their drawings.
- d. Develop final punch list for final walk through.
- e. Final walk through.

### **2. Meetings**

- a. Attend 10 jobsite meetings which include punch and final walk, based on an estimated 4-month (120 calendar days) construction schedule. CSD will visit the site to observe construction at intervals appropriate to the stage of the Contractor's operations to determine whether the project is in general conformance with the overall design intent. Meeting minutes to be prepared and kept by LVVWD Project Manager.

### **3. Deliverables**

- a. none

## **Service & Fee Breakdown**

- Architecture/Interior Design
- FFE (CSD scope is limited to coordinating with LVVWD Furniture Vendor for Furniture Finishes, Colors, placement and all power and data requirements) All final Furniture selections, locations and specifications will be provided by LVVWD specified furniture vendor.
- Structural Engineering, Calculations, Specs and Drawings

- Mechanical, Plumbing and Electrical Engineering (MPE) Calculations, Specs and Drawings and Low Voltage/Technology
- Cost

### Fee Summary

Architecture/Interior Design	\$118,680.00
Structural Engineering	\$9,150.00
Mechanical, Plumbing, and Electrical Engineering (MPE) and Low Voltage/Technology	\$27,940.00
Cost Estimating	\$10,120.00
Sub-Total	\$659,890.00
Reimbursables	\$1,600.00
10% Contingency	\$16,749.00
	\$184,239.00

### Additional Services

Additional Services when authorized by the client will be billed per our standard office hourly rates.

Principal	\$295.00
Director	\$225.00
Sr. Designer	\$195.00
Sr. Project Manager or Sr. Project Architect	\$195.00
Project Manager or Project Architect	\$165.00
Designer II / BIM II	\$165.00
Project Coordinator	\$150.00
Job Captain	\$125.00
Designer I / BIM I	\$110.00
Administrator	\$ 85.00

### Reimbursable Expenses

Reimbursable expenses are billed in addition to our hourly rates at the actual cost to CSD. This includes transportation and lodging expenses in connection with out-of-town travel, reproduction, renderings, delivery and/or postage and handling of drawings and submittals, and long-distance telephone or facsimile charges.

## REIMBURSABLE EXPENSES FOR IN-HOUSE CONSUMABLES

Blueprints/plots	18x24	-	\$ 1.25/ea
	24x36	-	\$ 1.80/ea
	30x42	-	\$ 2.75/ea
Photocopy color	letter	-	\$ 1.00/ea
	11x17	-	\$ 1.50/ea
Photocopy B/W	letter	-	\$ 0.15/ea
	11x17	-	\$ 0.25/ea
Cover/binding	letter	-	\$ 1.00/ea
Color renderings	letter	-	\$ 8.00/ea
	11x17	-	\$10.00/ea
	18x24	-	\$24.00/ea
	24x36	-	\$48.00/ea
	30x42	-	\$72.00/ea

### Payment Schedule:

Progress will be billed in accordance with the Professional Services Agreement. Any changes in scope and/or major revisions will require additional services, which can be billed at our hourly rates or for a fixed fee.

### Services Not Included in our Fee

- Architectural Renderings / Models – Basic Revit models of the space will be provided but realistic quality renderings can be provided and will require an additional service agreement
- Specialty Design and Engineering Consultants not listed above
- Soils testing and reports
- Acoustics
- Landscape Architecture, including Hummingbird Garden Design
- Furniture, Fixture & Equipment selection and specifications (CSD limited scope listed above)
- Providing Installation for any of the above items
- Purchasing Services
- Zoning/Entitlements
- Permit/Submittal Fees
- Express Plans Check
- LEED Certification or Submittals
- Value Engineering
- Alternate Means / Methods and Materials Submittals to Building Department

- Engineering Judgement Submittals to Building Department
- Submittal to utility companies
- Representation at Planning Commission and City Council / County Commission is not included; if necessary, this service will require an additional service agreement and will be billed at our hourly rates.
- Any item or service not specifically listed in the Scope of Work or Work Plan above.

We look forward to working with you on this project. If you have any questions or concerns, please feel free to contact our office.

Thank You,



Rick Sellers, AIA  
Principal | President

Approved By:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name and Title**

Date \_\_\_\_\_

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

May 5, 2020

**Subject:**

Conduct Public Hearing

**Petitioner:**

E. Kevin Bethel, Chief Financial Officer

**Recommendations:**

That the Board of Directors conduct a public hearing regarding the issuance of General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2020C in the maximum aggregate principal amount of \$100,000,000 for the purpose of financing water projects for the Las Vegas Valley Water District.

**Fiscal Impact:**

The annual debt service will be paid from water revenues.

**Background:**

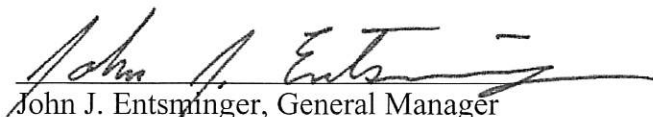
On February 4, 2020, the Board of Directors adopted the DMC Notice Resolution 2020C, which requested that the Clark County Debt Management Commission (DMC) meet and approve the District's proposal to issue bonds. On February 6, 2020, the DMC met and approved the proposal.

On March 3, 2020, the Board adopted the 2020 Resolution of Intent to Issue LVVWD Bonds (2020C Resolution of Intent), which authorized the Chief Financial Officer to arrange for the sale of a maximum aggregate principal amount of \$100,000,000 in General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds. The 2020C Resolution of Intent authorized the publication of a notice of intent to issue the bonds, which was initially published on March 6, 2020, and a notice of public hearing scheduled for April 7, 2020. Due to the COVID pandemic, the District cancelled the April 7 public hearing, and is now rescheduling the public hearing for May 5, 2020, at 9:00 a.m.

The notice of public hearing was published three times, on April 11, 18, and 25, 2020, the last of which publication was at least ten days in advance of the May 5, 2020, public hearing date. The President is requested to open the public hearing, accept any public comment, and close the public hearing. No other action is required by the Board.

This public hearing is authorized pursuant to NRS 350.020(3) and Section 1(10) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

  
John J. Entsminger, General Manager

JJE:EKB:RS:MC:kn

AGENDA  
ITEM #

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