



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

REGULAR MEETING
9:00 A.M. – APRIL 6, 2021

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

Board of Directors
Marilyn Kirkpatrick, President
Jim Gibson, Vice President
Justin Jones
William McCurdy II
Ross Miller
Michael Naft
Tick Segerblom

John J. Entsminger,
General Manager

Date Posted: March 30, 2021

The Las Vegas Valley Water District makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call the Agenda Coordinator (702) 258-3277 at least 24 hours prior to the meeting.

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

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

CLARK COUNTY GOVERNMENT CENTER
500 SOUTH GRAND CENTRAL PARKWAY
LAS VEGAS, NEVADA

SOUTHERN NEVADA WATER AUTHORITY
100 CITY PARKWAY, SUITE 700
LAS VEGAS, NEVADA

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA

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

Visit our website at <https://www.lvvw.com/lvvwd-agendas> or main office at 1001 S. Valley View Boulevard, Las Vegas, Nevada for Las Vegas Valley Water District agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact the LVVWD Agenda Coordinator at (702) 258-3277 or agendas@lvvw.com.

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on items listed on the agenda. If you wish to speak to the Board about items within its jurisdiction, but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less. Public comment can also be provided in advance of the meeting and submitted to publiccomment@lvvw.com.

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 March 2, 2021.

CONSENT AGENDA **Items 2 - 5 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, or his designee, to sign Change Order No. 2 to the Contract with Acme Underground, Inc., for pipeline replacements within two Nevada Department of Transportation Rights of Way for a Contract price increase of \$222,302 and a time extension of the final completion date by 277 calendar days.
3. *For Possible Action:* Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for construction of water facilities as part of the CLV Pinto Lane Streetscape Improvements Phase I Project for an amount not to exceed \$216,834.
4. *For Possible Action:* Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for construction of water facilities as part of the CLV Pinto Lane Streetscape Improvements Phase II Project for an amount not to exceed \$504,471.

AGENDA – LAS VEGAS VALLEY WATER DISTRICT – PAGE TWO – APRIL 6, 2021

5. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amended and restated agreement between Kimley-Horn and Associates, Inc., and the District to revise the scope of professional design services for the Las Vegas Boulevard Improvements, Phase III Project for an increased amount of \$883,120, resulting in a total amount not to exceed \$5,000,582.

BUSINESS AGENDA

6. *For Possible Action:* Retire the Board policy pertaining to the write-off of uncollectible water accounts.

COMMENTS BY THE GENERAL PUBLIC

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

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 2, 2021
MINUTES**

CALL TO ORDER 9:02 a.m., Commission Chambers, Clark County Government Center,
500 South Grand Central Parkway, Las Vegas, Nevada

DIRECTORS PRESENT: Marilyn Kirkpatrick, President
Jim Gibson, Vice President
Justin Jones
William McCurdy II
Ross Miller (via phone)
Michael Naft
Tick Segerblom

STAFF PRESENT John Entsminger, Greg Walch and Kevin Bethel

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvwwd.com/apps/agenda/lvwwd/index.cfm

There were no speakers.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda and the minutes from the regular meeting of February 2, 2021. The motion was approved.

CONSENT AGENDA Items 2 – 5 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

- 2. Approve and authorize the General Manager to sign an amendment to the existing agreement between Altivon, LLC, formerly Altivon, LP, and the District for the purchase of additional call center software for an additional amount not to exceed \$2,208,978 for the remaining agreement term and authorize the General Manager or his designee to sign any ministerial documents necessary to effectuate this amendment.**
- 3. Authorize an increase in expenditures for the Master Subscription Agreement awarded to Coupa Software, Inc., from an annual amount not to exceed \$500,000 to an annual amount not to exceed \$665,000.**
- 4. Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amendment to the existing agreement between Parsons Transportation Group, Inc., and the District for professional services related to the implementation of a new project management information system for an increased amount of \$635,000, resulting in a total amount not to exceed of \$5,235,000.**
- 5. Approve the amended Southern Nevada Water Authority Major Construction and Capital Plan dated November 2020.**

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

BUSINESS AGENDA

- 6. Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amended and restated agreement between Atkins North America, Inc., and the District to revise the scope of professional services for the Backflow Right-of-Way and Survey Support Project for an increased amount of \$13,612,500, resulting in a total amount not to exceed \$28,612,500**

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

- 7. Adopt a resolution consenting to the formation of a captive insurer; authorizing the General Manager to take the necessary steps to implement and maintain the captive insurer on behalf of the District; and authorizing an initial capital investment of up to \$750,000.**

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

- 8. Adopt a resolution consenting to the issuance of General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C, in the maximum aggregate principal amount of \$257,610,000, to refinance the outstanding commercial paper notes.**

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

COMMENTS BY THE GENERAL PUBLIC

There were no speakers.

Adjournment

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

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**

April 6, 2021

Subject:

Change Order

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager, or his designee, to sign Change Order No. 2 to the Contract with Acme Underground, Inc., for pipeline replacements within two Nevada Department of Transportation Rights of Way for a Contract price increase of \$222,302 and a time extension of the final completion date by 277 calendar days.

Fiscal Impact:

The requested \$222,302 is available in the District's Capital Budget.

Background:

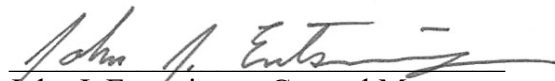
On January 7, 2020, the Board of Directors awarded Contract No. C1529, Miscellaneous Pipeline Replacements, Phase III (Contract), to Acme Underground, Inc. (Acme), for the amount of \$1,377,118 for pipeline replacements, located as generally shown on Attachment A. The Board further authorized a change order contingency amount of \$130,000 to be used in accordance with Resolution No. 9-97.

To date, one change order has been approved in accordance with this resolution for an increase of \$113,546 and a contract extension of 14 calendar days. Change Order No. 2 addresses utility conflict mitigation, additional supplies for pavement restoration and sidewalk replacement, and other minor unit price item changes needed to change the scope of the Contract.

If approved, Change Order No. 2 will modify the Contract to increase the Contract price by \$222,302 and provide a time extension of 277 calendar days. With this change, the not-to-exceed amount of the Contract totals \$1,729,420 with a time extension of 291 calendar days, and \$16,454 in remaining contingency. Change Order No. 2 requires Board approval as the recommended funding increase and time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

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:DJR:PJJ:SO:MTD:MJL:evw

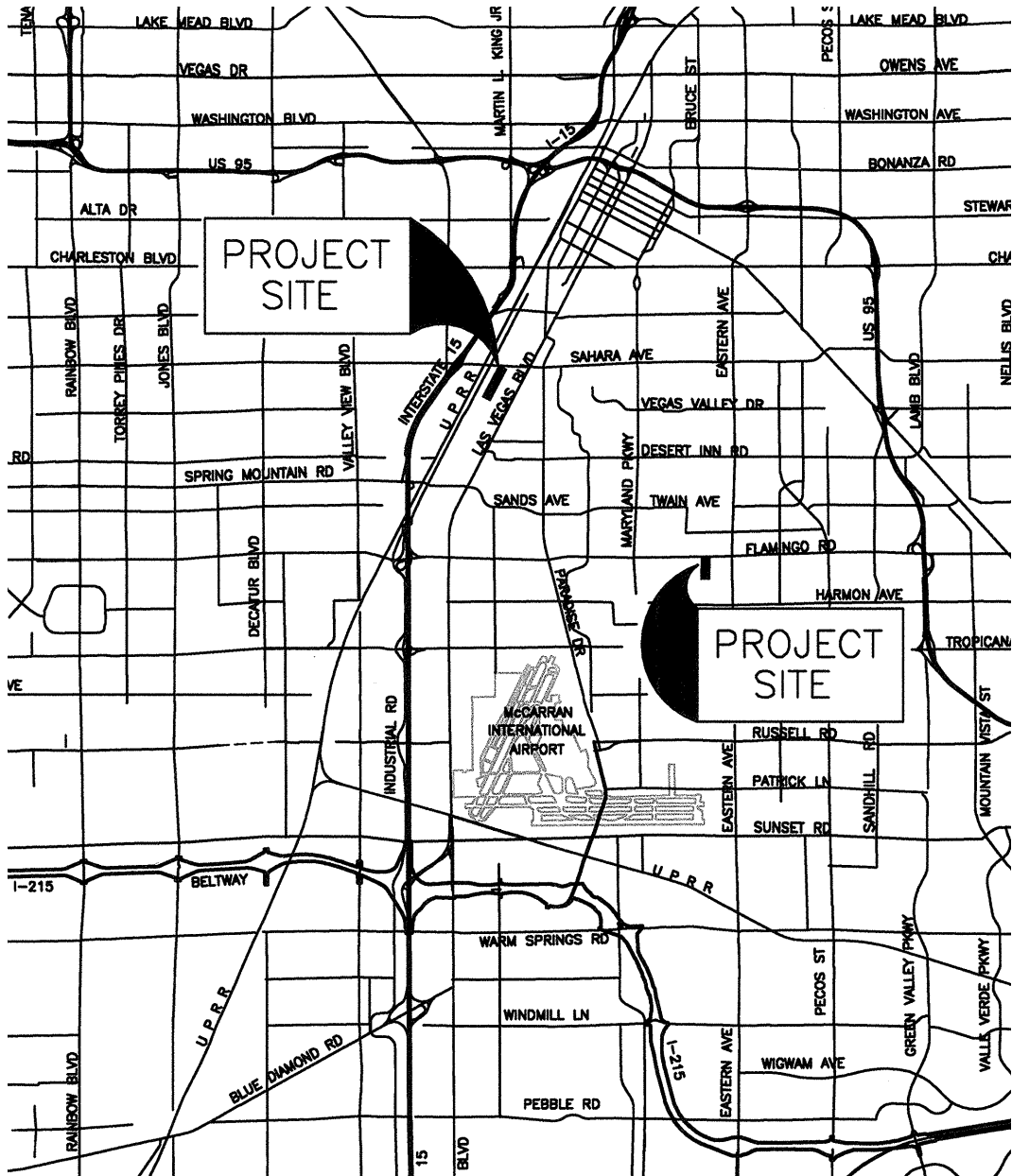
Attachments

AGENDA
ITEM #

2

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

ATTACHMENT A
CONTRACT NO. C1529
MISCELLANEOUS PIPELINE REPLACEMENTS, PHASE III



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other						
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 20						
Corporate/Business Entity Name: ACME UNDERGROUND, INC.						
(Include d.b.a., if applicable)						
Street Address:		153 W LAKE MEAD PKWY #1200		Website: WWW.ACMEUNDERGROUNDINC.COM		
City, State and Zip Code:		HENDERSON, NV 89015		POC Name: MARYJANE SULLIVAN		
				Email: ACMEUNDERGROUND@EMBARQMAIL.COM		
Telephone No:		702-564-0602		Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Francis Leroy Sullivan	President	49%
Mary Jane Sullivan	Secretary	24 1/2%
Shane Mathew Sullivan	Vice President	24 1/2%

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.)

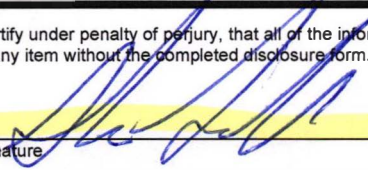
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

☐ 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 

Vice President

Title

Shane Sullivan

Print Name

2/26/2021

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 Number: C1529, Construction - Large -ACME Underground Inc.-C1529

Change Order No. 02 (CCO 3)

Contractor

Contractor: ACME Underground Inc.
Company Address: 153 West Lake Mead Parkway 1200
Henderson, NV 89015

PCO Item Details

PCO No	Change Description	Change Amount
CPCO - 7	Furnish all labor, materials, equipment, and services to provide a temporary bypass piping system for Quest Diagnostics 3" domestic service line and 8" service lines on Burnham Drive.	14765.87
CPCO - 17	Modify the contract documents to increase the estimated quantity of Unit Price Item No. 13, Installation of additional 12-inch or Smaller Diameter Fittings, from 12 each to 30 each. The bid unit price of \$509.00 each shall remain unchanged by the change order.	9162.00
CPCO - 2	Over excavation for utilities not shown on plans	0.00
CPCO - 4	Provide labor, materials, and equipment per the response to RFI #11 for excavation and installation of the 8" waterline through NVE and SWG conflicts.	65835.80
CPCO - 18	Modify the contract documents to increase the estimated quantity of Unit Price Item No. 14, Over Excavation Due to Underground Utilities or Groundwater , from 200 cubic yards to 247 cubic yards. The bid unit price of \$46.00 per cubic yard shall remain unchanged by the change order.	2162.00
CPCO - 3	Furnish all labor, materials, equipment, and services to provide vertical shoe materials for deep hydrant installations on Sammy Davis Dr.	8978.10
CPCO - 19	Modify the contract documents to increase the estimated quantity of Unit Price Item No. 15, Investigative Excavation, from 20 hours to 63 hours. The bid unit price of \$224 per hour shall remain unchanged by the change order.	9632.00
CPCO - 8	Furnish all labor, materials, equipment, and services to connect the north end of the new 12" Line on Sammy Davis to the existing 12" ACP line beneath the Sahara overpass.	34073.59
CPCO - 5	The existing asphalt in Flamingo is 15" thick. Provide cost proposal for placing 15" thick paving in multiple lifts.	19396.85
CPCO - 13	Modify the contract documents to increase the estimated quantity of Unit Price Item No. 9, Milling and Open Grade Pavement Replacement, from 6,000 square feet to 6,588 square feet. The bid unit price of \$3.83 per square foot shall remain unchanged by the change order.	2252.04
CPCO - 12	Furnish all labor, materials, equipment, and services to provide additional traffic control plans and set-ups requested by the Nevada Department of Transportation to facilitate the 15-inch dense grade paving work associated with CPCO-5.	21938.73
CPCO - 20	Amend the payment and performance bonds to reflect the revised value of the contract upon approval of CCO-3	4358.86
CPCO - 1	Furnish all labor, materials, equipment, and services to protect in place an existing 4" SW Gas pipeline in the proposed excavation on Sammy Davis	7888.06

	Dr.	
CPCO - 14	Modify the contract documents to increase the estimated quantity of Unit Price Item No. 10, Removal and Replacement of Existing Concrete Sidewalk, from 650 square feet to 1,500 square feet. The bid unit price of \$12.00 per square foot shall remain unchanged by the change order.	10200.00
CPCO - 16	Modify the contract documents to increase the estimated quantity of Unit Price Item No. 12, Traffic Detector System Replacement, from 1 each to 2 each. The bid unit price of \$7,850 for each shall remain unchanged by the change order.	7850.00
CPCO - 15	Modify the contract documents to increase the estimated quantity of Unit Price Item No. 11, Removal and Replacement of "L" Type Curb and Gutter , from 200 linear feet to 268 linear feet. The bid unit price of \$56.00 per linear foot shall remain unchanged by the change order.	3808.00

Total Change Amount		\$222,301.90
Total Contract Duration Change (Days)		277

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 Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost 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. C1529 remain unchanged.

ACCEPTANCE BY CONTRACTOR

By: Shane Sullivan

Date: 02.03.2021

AUTHORIZED BY OWNER:

By: _____

Date: _____

Doa Ross, Deputy General Manager – Engineering

Attachments:

Prepared By: Langen, Michael

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

April 6, 2021

Subject:

Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for construction of water facilities as part of the CLV Pinto Lane Streetscape Improvements Phase I Project for an amount not to exceed \$216,834.

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:

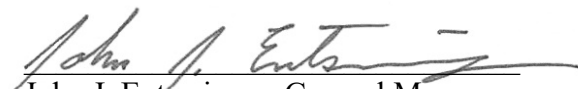
On November 3, 2020, the Board of Directors approved an interlocal agreement (2020 Agreement) between the City of Las Vegas (City) and the District to replace aging waterlines and install new water facilities located within the City's project along Pinto Lane from Rancho Drive to Martin Luther King Boulevard (Project).

Since approval of the 2020 Agreement, the scope of the Project has changed, and it has been determined that it would be more beneficial to the City and the District to split the Project into two phases. The District recommends replacing aging waterlines and installing new water facilities located within the Project along Pinto Lane between Shadow Lane and Martin Luther King Boulevard (District Improvements). The City and the District agree that it is advantageous to incorporate the District Improvements as part of the Project as generally shown on Exhibit A of the attached Interlocal Agreement No. 138967-A (Agreement).

If approved, the attached Agreement between the City and the District terminates the 2020 Agreement and provides the terms and conditions under which the City will construct and manage the District's portion of the Project, as identified on Exhibit B of the Agreement. The City will be responsible for construction, construction management, acceptance of bids on behalf of the District, and for contractor reimbursement requests for District Improvements. The requested \$216,834 includes a 10 percent contingency. All facilities, when completed, will become the property of the District.

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

Respectfully submitted:


John J. Entsminger, General Manager

JJE:DJR:MAD:ND:JG:MF:jac

Attachments

AGENDA
ITEM #

3

**INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION OF WATER FACILITIES FOR
CLV PINTO LANE STREETScape IMPROVEMENTS PHASE I**

This INTERLOCAL AGREEMENT, is made by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada (the “District”), and the CITY OF LAS VEGAS, a Nevada municipal corporation (the “City”). The City and the District are sometimes collectively referred to herein as the “Parties.” The “Effective Date” is the date of the last signature on this Agreement.

RECITALS

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statutes Chapter 277.180;

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

WHEREAS, the City is designing and constructing a project formerly known as CLV Pinto Lane Streetscape Improvements Project (“Original City Project”) in the area of Pinto Lane from Rancho Drive to Martin Luther King Boulevard;

WHEREAS, the City and the District had previously entered into the Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements, dated November 3, 2020, for the replacement and installation of water pipelines and appurtenances in the Original City Project;

WHEREAS, the City has determined that it is in its best interests to divide the Original City Project into two separate projects;

WHEREAS, the first portion of the Original City Project is now known as “CLV Pinto Lane Streetscape Improvements Phase I Project” (the “City Project”) and said City Project contains the area of “Pinto Lane from Shadow Lane to Martin Luther King Boulevard” as generally depicted on Exhibit “A”;

WHEREAS, the District desires to replace and install new water pipelines and appurtenances in conjunction with the City Project (the “Water Facilities”) and said Water Facilities are generally depicted on Exhibit “B”;

WHEREAS, the City has incorporated the design of the Water Facilities into the City Project;

WHEREAS, the District desires the City as part of the City Project, to construct and perform construction management for the construction of the Water Facilities;

WHEREAS, the District and the City have agreed that it is beneficial to include the Water Facilities with the construction phase of the City Project; and

WHEREAS, the City is willing and able to perform the construction and construction management of the Water Facilities so long as the District pays for all costs and expenses associated with the construction management of the Water Facilities.

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

ARTICLE I - COSTS

1. Upon the execution of this Interlocal Agreement by the Parties, the Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements, dated November 3, 2020, is automatically terminated and of no further force or effect.

2. The Estimated Water Facilities Costs is defined as the sum of the Estimated Water Facilities Construction Cost and the Estimated Water Facilities Construction Management Cost, each as further detailed herein. The “Estimated Water Facilities Construction Cost” is defined as the design professional’s estimated cost of construction of the Water Facilities, inclusive of a ten percent (10%) construction contingency (the “Estimated District Construction Contingency”). The “Estimated Water Facilities Construction Management Cost” is defined as five percent (5%) of the Estimated Water Facilities Construction Cost. A summary of the Estimated Water Facilities Costs attached hereto as Exhibit “C”.

3. Within seven (7) calendar days of identification of the apparently low construction bid, the City shall transmit the construction bid tabulations for all bidders (the “Bid Tabulation”) to the District, including identification of the apparent overall low bid contractor (the “Water Facilities Construction Cost”). The District acknowledges that the apparent low bid contractor for the City Project may not result in the lowest cost to the District for the Water Facilities. Within fourteen (14) calendar days after receipt of the Bid Tabulation, the District shall provide written acceptance or rejection of the Water Facilities Construction Cost. If the District rejects the Water Facilities Construction Cost, the District shall provide a written explanation for said rejection that is consistent with Nevada law. If the District accepts the Water Facilities Construction Cost, and no later than thirty (30) days after award of the construction contract by the Las Vegas City Council, the District shall pay the City the full amount of the Water Facilities Construction Cost and an additional ten percent (10%) of the Water Facilities Construction Cost for a construction contingency (the “District Construction Contingency”) and an additional five percent (5%) of the Water Facilities Construction Cost for the Water Facilities Construction Management Cost. The District Construction Contingency amount may be used by the City, after consultation with the District, for any costs and expenses associated with the Water Facilities construction. Any City expenditure of the District Construction Contingency shall include an additional five percent (5%) for Water Facilities Construction Management Cost. If the City uses any of the District Construction Contingency and the District Construction Contingency is depleted to an amount less than two and one-half percent (2.5%) of Water Facilities Construction Cost, then the District shall within thirty (30) calendar days of receipt of notification from the City replenish the District Construction Contingency to the amount of ten percent (10%) of the Water Facilities Construction Cost. If the City needs monies from the District Construction Contingency amount and the District Construction Contingency amount is insufficient, the District will pay to the City the excess amount as documented by the City and the District must also replenish the District Construction Contingency amount to ten percent (10%) of the Water Facilities Construction Cost within thirty (30) calendar days of receipt of invoice by the City.

ARTICLE II - DISTRICT AGREES

1. The District shall, at its sole cost and expense, obtain any and all permits of any kind, including any Nevada Department of Environmental Protection permits, approvals, or clearances, required for the Water Facilities including those requested by the City acting in its regulatory capacity.

2. The District shall acquire, at the District’s sole cost and expense, all the necessary property rights for the Water Facilities.

3. At no cost to the City, District shall provide inspection services on the City Project for the Water Facilities and to promptly report any construction deficiencies to the City’s designated representative. When required due to the construction of the Water Facilities, the District shall have construction inspectors on-site while the Water Facilities work is being performed by the construction contractor.

4. The District will review, comment, and approve in writing Water Facilities requests for information (“RFIs”), manufacturer certifications, installation instructions, shop drawings, contractor submittals, and any substantial changes to the Water Facilities plans and specifications. The District’s review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of RFIs,

manufacturer certifications, installation instruction, shop drawings, and contractor submittals. If the District does not respond within the fourteen (14) calendar days, the aforementioned shall be deemed approved by the District.

5. If the District causes and/or requests additions and/or changes to the Water Facilities after award of the City Project and if the City determines the proposed District's additions and/or changes are acceptable, all costs including but not limited to the design, construction, and construction management costs associated therewith will be borne solely by the District. The Parties acknowledge that additional costs may require approve of the District's governing board.

6. The District will review, comment, and approve in writing Water Facilities change orders. The District's review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of change orders. If the District does not respond within the fourteen (14) calendar days, the change order shall be deemed approved by the District. For those change orders that require District governing body approval, the District agrees to initiate the approval process within seven (7) calendar days of acceptance of the change order request by the District. If the District's governing body fails to approve additional funding as requested by the City, then the District is excused from its obligations pursuant to this Agreement as they relate to the Water Facilities and the District agrees it will pay the City all costs and expenses related to, arising out of, or attributed to any completed work related to the Water Facilities and any other costs and expenses associated with the termination of said work.

ARTICLE III - CITY AGREES

1. City shall advertise and award the City Project including the Water Facilities in a manner consistent with Nevada Revised Statutes Chapter 338 requirements.

2. The City shall oversee the construction of the City Project including the Water Facilities in accordance with the plans as approved by the City and the District, and to cause the contractor to schedule District inspection for all Water Facilities work.

3. The City shall allow the District to observe, review, and inspect the construction of the Water Facilities.

4. The City shall provide the District with copies of all City contractor pay applications involving the Water Facilities. The District shall provide a written response approving or rejecting, including an explanation for rejection that complies with Nevada Revised Statutes Chapter 338, the pay application within fourteen (14) calendar days. If the District does not respond within the fourteen (14) calendar days, the contractor's pay request shall be deemed approved by the City. Notwithstanding the above, the City may proceed to make payment to the City's contractor in the amount of the pay request if it's in the best interests of the City and/or the City Project and the City and District will work together to address the dispute.

5. The City shall enforce any warranties related to the defective construction of the Water Facilities. The District shall promptly notify the City of any construction defects during the warranty period (one (1) year after acceptance of the Water Facilities by the District). The City agrees if necessary to assign to the District, upon approval of separate agreement with the District, all or a portion of rights, interests, causes of action, claims, whenever they may arise, against the City's contractor and/or its surety, relating to or arising out of the construction of the Water Facilities including but not limited to workmanship, delays, construction, repairs, and/or replacement.

6. The City shall provide to District, at the City's sole cost and expense, final record drawings for the Water Facilities in 300 DPI Adobe Portable Document Format.

7. Within sixty (60) days after the City's final payment to the Contractor, the City shall return to the District any funds advanced by the District for the Water Facilities which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the Water Facilities, including but not limited to claims or actions arising out of and/or related to construction.

ARTICLE IV - IT IS MUTUALLY AGREED:

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

2. The term of this Agreement shall be from the Effective Date until completion of construction of the Project (when the City has issued notice of final completion of the City Project), and the City Project including the Water Facilities have been closed out and City has received all payments from the District, unless this Agreement is terminated as provided herein.

3. The Parties shall exercise any rights that either Party may have against any utility company or other Party to require relocation of their utility facilities to facilitate construction of the City Project including the Water Facilities

4. The Water Facilities installed under this Agreement shall be and remain the exclusive property of the District, and shall become a part of the District's general water distribution system after acceptance by the District. After the District's acceptance, the District shall be responsible for the maintenance of the said Water Facilities.

5. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the Party to be notified at the address for such Party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either Party hereto may change its address by giving fourteen (14) calendar days advance notice to the other Party as provided herein. Phone, e-mail and fax numbers, if listed, are for information only.

To District: Las Vegas Valley Water District
ATTN: Michael A. Dishari, P.E., Director of Infrastructure Management
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 258-3186
Email: michael.dishari@lvvwd.com

with copy to: Las Vegas Valley Water District
ATTN: Nass Diallo
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 259-8173
Email: nass.diallo@lvvwd.com

with copy to: Las Vegas Valley Water District
ATTN: General Counsel
1001 South Valley View Boulevard, MS 475
Las Vegas, Nevada 89153
Email: generalcounsel@lvvwd.com

To City: City of Las Vegas
ATTN: Mike Janssen, P.E., Director of Public Works
333 North Rancho Drive, Floor 9
Las Vegas, Nevada 89106
Telephone: (702) 229-6276

with copy to: City of Las Vegas
ATTN: Lyle Wilcox, P.E.
333 North Rancho Drive, Floor 9
Las Vegas, Nevada 89106
Telephone: (702) 229-6574
Email: lwilcox@lasvegasnevada.gov

6. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

7. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party.

8. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

9. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. The City may at any time terminate this Agreement upon the giving of ten (10) calendar days written notice to the District if the City solely determines that (a) the Water Facilities plans are insufficient or (b) the District has not obtained all necessary property rights for the Water Facilities or (c) the District has not caused the utilities to be timely relocated or (d) the District fails to timely provide the monies required herein or (e) the District in any way breaches this Agreement. Prior to terminating this Agreement, the City shall provide a written notice of said default and provide the District a minimum thirty (30) calendar day cure period. The District agrees to pay all documented costs and expenses associated with, arising out of, or related to the termination of this Agreement pursuant to this Section.

The City may also terminate this Agreement upon receipt of thirty (30) days written notice to the District if the City in its sole determination determines that there are not sufficient funds to continue with the construction of the Water Facilities or the Las Vegas City Council determines that the City Project is not in the best interest of the City.

Upon any termination by the City, the City shall return to the District within thirty (30) calendar days after termination any funds which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the Water Facilities, including but not limited to claims or actions arising out of and/or related to construction.

11. The Parties do not waive and intend to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages.
12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
14. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.
15. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement and consistent with the provisions of Nevada Revised Statutes Chapter 339 and the State of Nevada, Executive Department's Executive Order 2020-01.
16. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.
18. The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.
19. Notwithstanding any other provisions of this Agreement, the City is not obligated to construct the Water Facilities if the City elects not to construct the City Project, or any portion of the City Project, then the City is not obligated to construct the Water Facilities.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by their respective duly authorized representatives as of the day and year last entered below.

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT

Carolyn G. Goodman, Mayor Date

Marilyn Kirkpatrick, President Date
Board of Directors

ATTEST:

LuAnn D. Holmes, City Clerk Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

John S. Ridilla 3/2/21
John S. Ridilla Date
Deputy City Attorney

Gregory J. Walch for 3/2/2021
Gregory J. Walch Date
General Counsel

EXHIBIT A
CITY PROJECT AREA - AERIAL
CLV Pinto Lane Streetscape Improvements Phase I

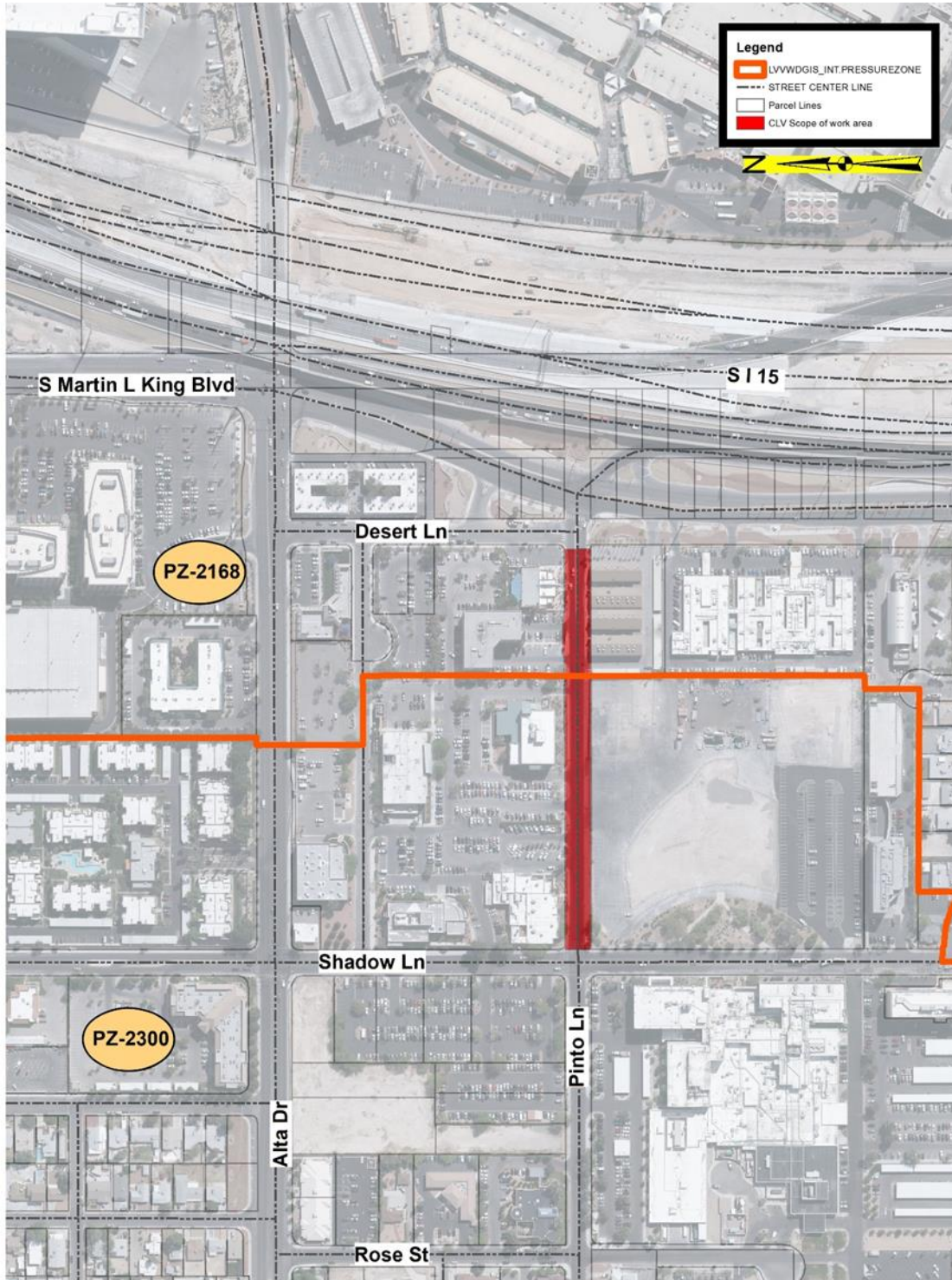


EXHIBIT B
WATER FACILITIES
CLV Pinto Lane Streetscape Improvements Phase I
LVVWD Project 138967

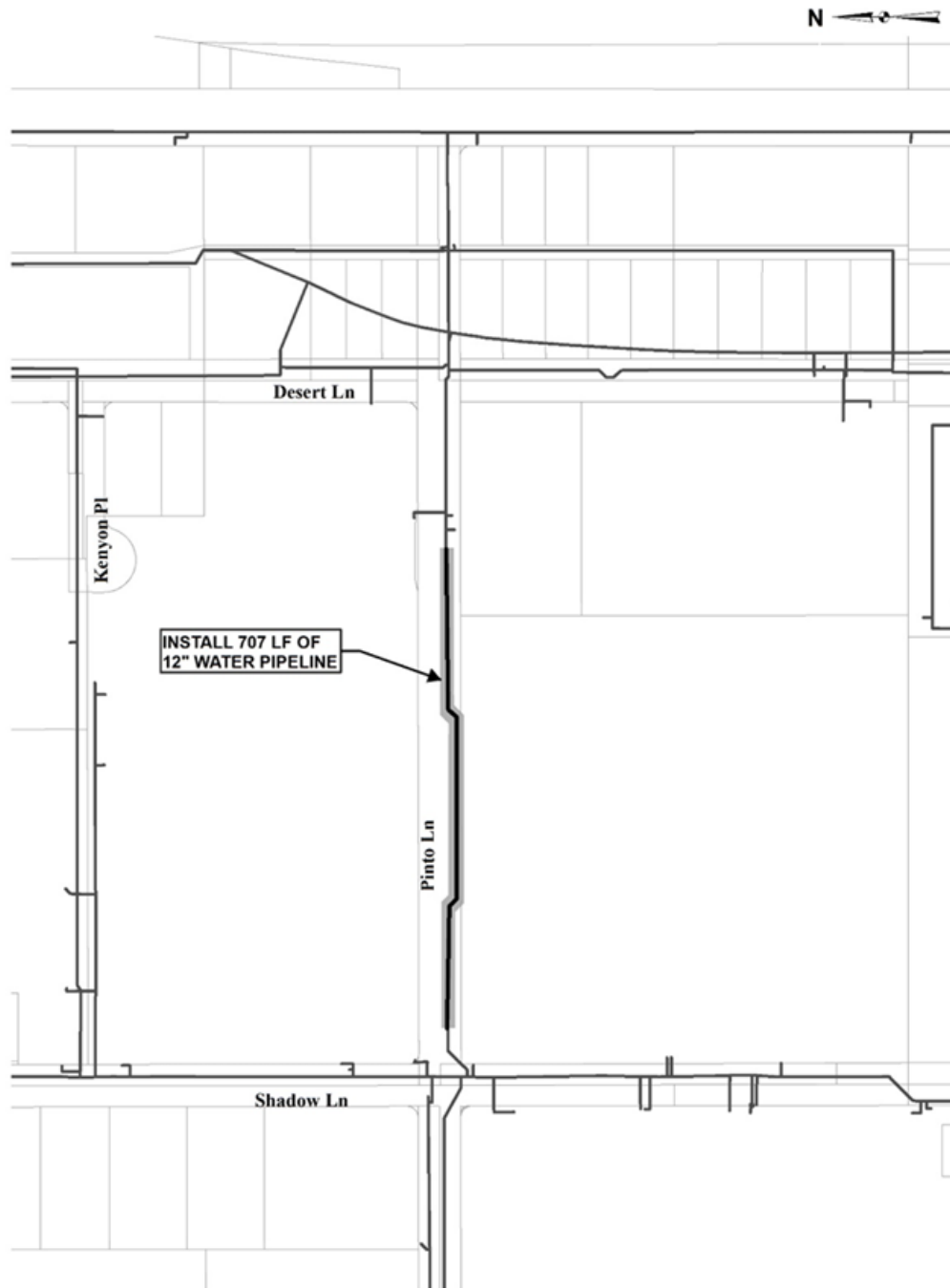


EXHIBIT C

SUMMARY OF
ESTIMATED WATER FACILITIES COSTS
CLV Pinto Lane Streetscape Improvements Phase I
LVVWD Project 138967

COST OF CONSTRUCTION:

Estimated Water Facilities Construction Cost	\$187,735
Construction Management of Water Facilities <i>(Five Percent of Estimated Water Facilities Construction Cost)</i>	\$9,387
Cost of Construction Subtotal:	\$197,122

COST OF CONTINGENCY:

Water Facilities Contingency <i>(Ten Percent of Estimated Water Facilities Construction Cost)</i>	\$18,773
Construction Management Contingency <i>(Five Percent of Water Facilities Contingency)</i>	\$939
Cost of Contingency Subtotal:	\$19,712

TOTAL AMOUNT: \$216,834

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

April 6, 2021

Subject:

Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for construction of water facilities as part of the CLV Pinto Lane Streetscape Improvements Phase II Project for an amount not to exceed \$504,471.

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:

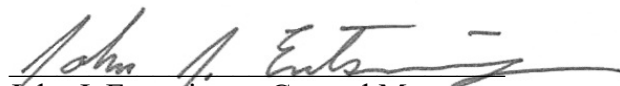
On November 3, 2020, the Board of Directors approved an interlocal agreement (2020 Agreement) between the City of Las Vegas (City) and the District to replace aging waterlines and install new water facilities located within the City's project along Pinto Lane from Rancho Drive to Martin Luther King Boulevard (Project). The 2020 Agreement was terminated through a separate agenda item.

Since approval of the 2020 Agreement, the scope of the Project has changed, and it has been determined that it would be more beneficial to the City and the District to split the Project into two phases. The District recommends replacing aging waterlines and installing new water facilities located within the Project along Pinto Lane between Shadow Lane and Rancho Drive (District Improvements). The City and the District agree that it is advantageous to incorporate the District Improvements as part of the Project as generally shown on Exhibit A of the attached Interlocal Agreement No. 138968-A (Agreement).

If approved, the attached Agreement between the City and the District provides the terms and conditions under which the City will construct and manage the District's portion of the Project, as identified on Exhibit B of the Agreement. The City will be responsible for construction, construction management, acceptance of bids on behalf of the District, and for contractor reimbursement requests for District Improvements. The requested \$504,471 includes a 10 percent contingency. All facilities, when completed, will become the property of the District.

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

Respectfully submitted:



John J. Entsminger, General Manager

JJE:DJR:MAD:ND:JG:MF:jac

Attachments

AGENDA
ITEM #

4

**INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION OF WATER FACILITIES FOR
CLV PINTO LANE STREETScape IMPROVEMENTS PHASE II**

This INTERLOCAL AGREEMENT, is made by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada (the “District”), and the CITY OF LAS VEGAS, a Nevada municipal corporation (the “City”). The City and the District are sometimes collectively referred to herein as the “Parties.” The “Effective Date” is the date of the last signature on this Agreement.

RECITALS

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statutes Chapter 277.180;

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

WHEREAS, the City is designing and constructing a project formerly known as CLV Pinto Lane Streetscape Improvements Project (“Original City Project”) in the area of Pinto Lane from Rancho Drive to Martin Luther King Boulevard;

WHEREAS, the City and the District had previously entered into the Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements, dated November 3, 2020 for the replacement and installation of water pipelines and appurtenances in the Original City Project;

WHEREAS, the City has determined that it is in its best interests to divide the Original City Project into two separate projects;

WHEREAS, the City and the District terminated the Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements, dated November 3, 2020, by entering the Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements Phase I;

WHEREAS, the second portion of the Original City Project is now known as “CLV Pinto Lane Streetscape Improvements Phase II Project” (the “City Project”) and said City Project contains the area of “Pinto Lane from Shadow Lane to Rancho Drive” as generally depicted on Exhibit “A”;

WHEREAS, the District desires to replace and install new water pipelines and appurtenances in conjunction with the City Project (the “Water Facilities”) and said Water Facilities are generally depicted on Exhibit “B”;

WHEREAS, the City has incorporated the design of the Water Facilities into the City Project;

WHEREAS, the District desires the City as part of the City Project, to construct and perform construction management for the construction of the Water Facilities;

WHEREAS, the District and the City have agreed that it is beneficial to include the Water Facilities with the construction phase of the City Project; and

WHEREAS, the City is willing and able to perform the construction and construction management of the Water Facilities so long as the District pays for all costs and expenses associated with the construction management of the Water Facilities.

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

ARTICLE I - COSTS

1. The Estimated Water Facilities Costs is defined as the sum of the Estimated Water Facilities Construction Cost and the Estimated Water Facilities Construction Management Cost, each as further detailed herein. The “Estimated Water Facilities Construction Cost” is defined as the design professional’s estimated cost of construction of the Water Facilities, inclusive of a ten percent (10%) construction contingency (the “Estimated District Construction Contingency”). The “Estimated Water Facilities Construction Management Cost” is defined as five percent (5%) of the Estimated Water Facilities Construction Cost. A summary of the Estimated Water Facilities Costs attached hereto as Exhibit “C”.

2. Within seven (7) calendar days of identification of the apparently low construction bid, the City shall transmit the construction bid tabulations for all bidders (the “Bid Tabulation”) to the District, including identification of the apparent overall low bid contractor (the “Water Facilities Construction Cost”). The District acknowledges that the apparent low bid contractor for the City Project may not result in the lowest cost to the District for the Water Facilities. Within fourteen (14) calendar days after receipt of the Bid Tabulation, the District shall provide written acceptance or rejection of the Water Facilities Construction Cost. If the District rejects the Water Facilities Construction Cost, the District shall provide a written explanation for said rejection that is consistent with Nevada law. If the District accepts the Water Facilities Construction Cost, and no later than thirty (30) days after award of the construction contract by the Las Vegas City Council, the District shall pay the City the full amount of the Water Facilities Construction Cost and an additional ten percent (10%) of the Water Facilities Construction Cost for a construction contingency (the “District Construction Contingency”) and an additional five percent (5%) of the Water Facilities Construction Cost for the Water Facilities Construction Management Cost. The District Construction Contingency amount may be used by the City, after consultation with the District, for any costs and expenses associated with the Water Facilities construction. Any City expenditure of the District Construction Contingency shall include an additional five percent (5%) for Water Facilities Construction Management Cost. If the City uses any of the District Construction Contingency and the District Construction Contingency is depleted to an amount less than two and one-half percent (2.5%) of Water Facilities Construction Cost, then the District shall within thirty (30) calendar days of receipt of notification from the City replenish the District Construction Contingency to the amount of ten percent (10%) of the Water Facilities Construction Cost. If the City needs monies from the District Construction Contingency amount and the District Construction Contingency amount is insufficient, the District will pay to the City the excess amount as documented by the City and the District must also replenish the District Construction Contingency amount to ten percent (10%) of the Water Facilities Construction Cost within thirty (30) calendar days of receipt of invoice by the City.

ARTICLE II - DISTRICT AGREES

1. The District shall, at its sole cost and expense, obtain any and all permits of any kind, including any Nevada Department of Environmental Protection permits, approvals, or clearances, required for the Water Facilities including those requested by the City acting in its regulatory capacity.

2. The District shall acquire, at the District’s sole cost and expense, all the necessary property rights for the Water Facilities.

3. At no cost to the City, District shall provide inspection services on the City Project for the Water Facilities and to promptly report any construction deficiencies to the City’s designated representative. When required due to the construction of the Water Facilities, the District shall have construction inspectors on-site while the Water Facilities work is being performed by the construction contractor.

4. The District will review, comment, and approve in writing Water Facilities requests for information (“RFIs”), manufacturer certifications, installation instructions, shop drawings, contractor submittals, and

any substantial changes to the Water Facilities plans and specifications. The District's review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of RFIs, manufacturer certifications, installation instruction, shop drawings, and contractor submittals. If the District does not respond within the fourteen (14) calendar days, the aforementioned shall be deemed approved by the District.

5. If the District causes and/or requests additions and/or changes to the Water Facilities after award of the City Project and if the City determines the proposed District's additions and/or changes are acceptable, all costs including but not limited to the design, construction, and construction management costs associated therewith will be borne solely by the District. The Parties acknowledge that additional costs may require approve of the District's governing board.

6. The District will review, comment, and approve in writing Water Facilities change orders. The District's review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of change orders. If the District does not respond within the fourteen (14) calendar days, the change order shall be deemed approved by the District. For those change orders that require District governing body approval, the District agrees to initiate the approval process within seven (7) calendar days of acceptance of the change order request by the District. If the District's governing body fails to approve additional funding as requested by the City, then the District is excused from its obligations pursuant to this Agreement as they relate to the Water Facilities and the District agrees it will pay the City all costs and expenses related to, arising out of, or attributed to any completed work related to the Water Facilities and any other costs and expenses associated with the termination of said work.

ARTICLE III - CITY AGREES

1. City shall advertise and award the City Project including the Water Facilities in a manner consistent with Nevada Revised Statutes Chapter 338 requirements.

2. The City shall oversee the construction of the City Project including the Water Facilities in accordance with the plans as approved by the City and the District, and to cause the contractor to schedule District inspection for all Water Facilities work.

3. The City shall allow the District to observe, review, and inspect the construction of the Water Facilities.

4. The City shall provide the District with copies of all City contractor pay applications involving the Water Facilities. The District shall provide a written response approving or rejecting, including an explanation for rejection that complies with Nevada Revised Statutes Chapter 338, the pay application within fourteen (14) calendar days. If the District does not respond within the fourteen (14) calendar days, the contractor's pay request shall be deemed approved by the City. Notwithstanding the above, the City may proceed to make payment to the City's contractor in the amount of the pay request if it's in the best interests of the City and/or the City Project and the City and District will work together to address the dispute.

5. The City shall enforce any warranties related to the defective construction of the Water Facilities. The District shall promptly notify the City of any construction defects during the warranty period (one (1) year after acceptance of the Water Facilities by the District). The City agrees if necessary to assign to the District, upon approval of separate agreement with the District, all or a portion of rights, interests, causes of action, claims, whenever they may arise, against the City's contractor and/or its surety, relating to or arising out of the construction of the Water Facilities including but not limited to workmanship, delays, construction, repairs, and/or replacement.

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Telephone: (702) 229-6276

with copy to: City of Las Vegas
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7. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party.

8. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

9. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

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14. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

15. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement and consistent with the provisions of Nevada Revised Statutes Chapter 339 and the State of Nevada, Executive Department's Executive Order 2020-01.

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18. The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.

19. Notwithstanding any other provisions of this Agreement, the City is not obligated to construct the Water Facilities if the City elects not to construct the City Project, or any portion of the City Project, then the City is not obligated to construct the Water Facilities.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by their respective duly authorized representatives as of the day and year last entered below.

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT

Carolyn G. Goodman, Mayor Date

Marilyn Kirkpatrick, President Date
Board of Directors

ATTEST:

LuAnn D. Holmes, City Clerk Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

John S. Ridilla 3/2/21
John S. Ridilla Date
Deputy City Attorney

Gregory J. Walch for 3/2/2021
Gregory J. Walch Date
General Counsel

EXHIBIT A
CITY PROJECT AREA - AERIAL
CLV Pinto Lane Streetscape Improvements Phase II

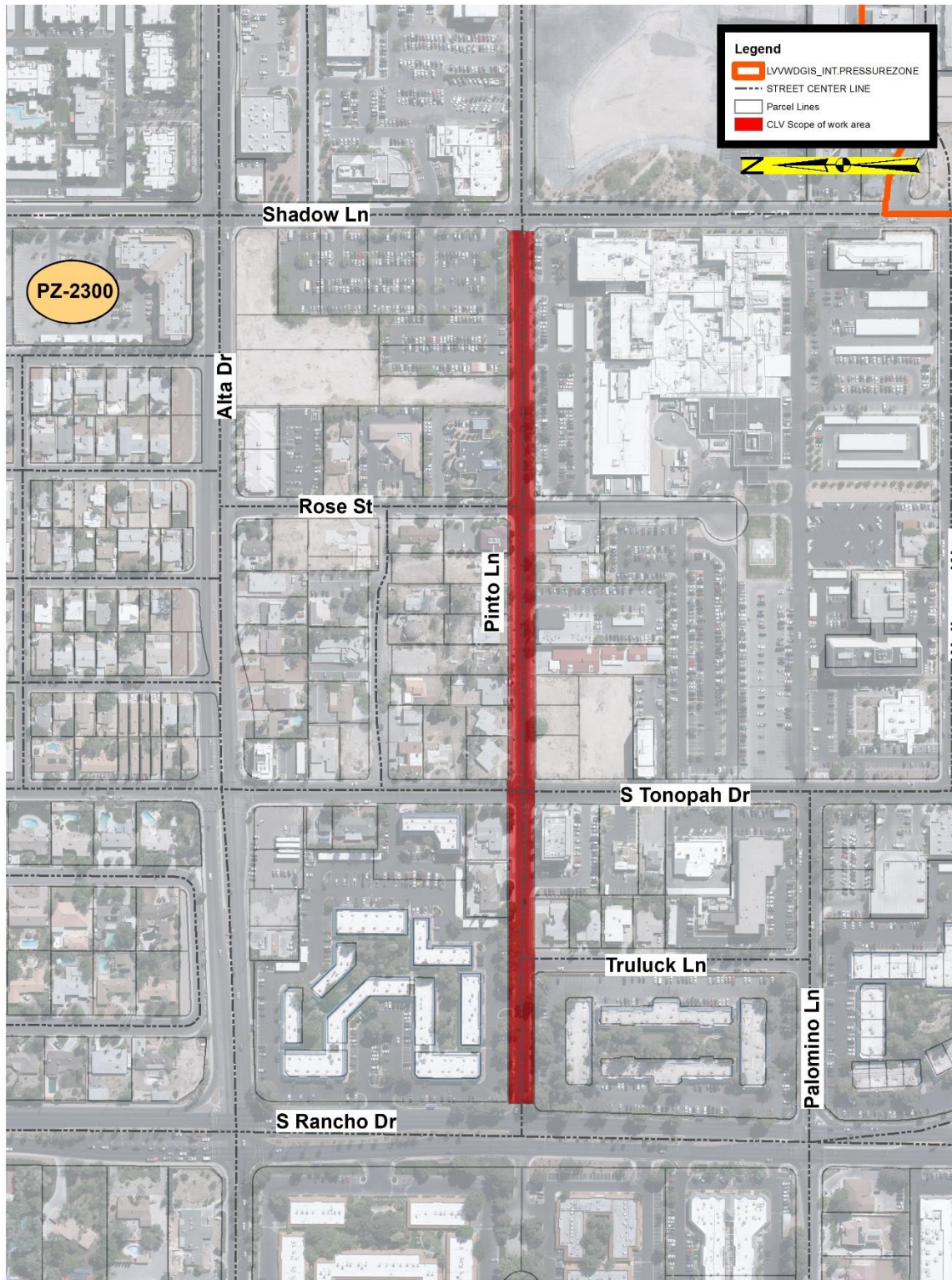


EXHIBIT B
WATER FACILITIES
CLV Pinto Lane Streetscape Improvements Phase II
LVVWD Project 138968

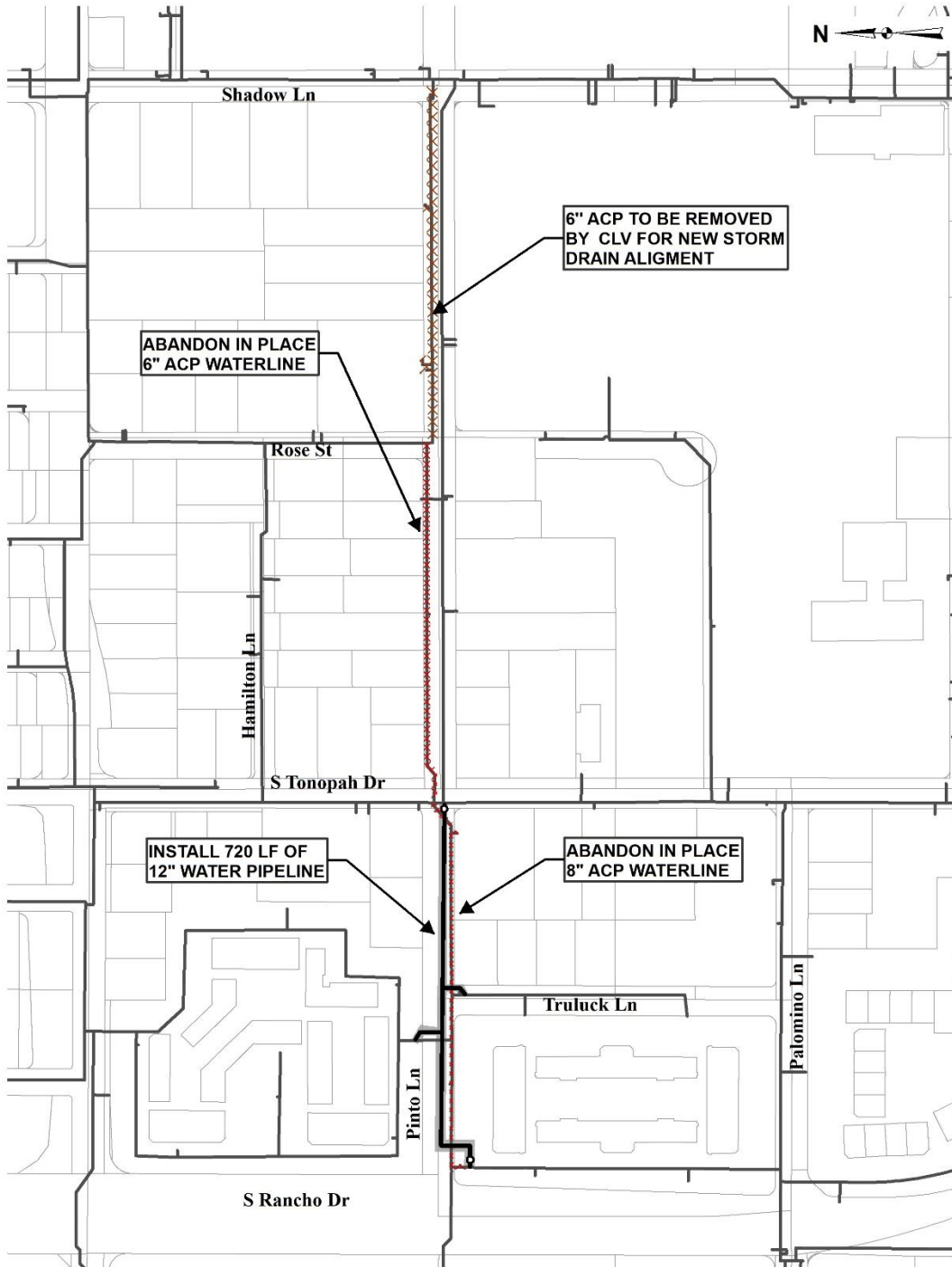


EXHIBIT C

SUMMARY OF
ESTIMATED WATER FACILITIES COSTS
CLV Pinto Lane Streetscape Improvements Phase II
LVVWD Project 138968

COST OF CONSTRUCTION:

Estimated Water Facilities Construction Cost	\$436,772
Construction Management of Water Facilities <i>(Five Percent of Estimated Water Facilities Construction Cost)</i>	\$21,839
Cost of Construction Subtotal:	\$458,610

COST OF CONTINGENCY:

Water Facilities Contingency <i>(Ten Percent of Estimated Water Facilities Construction Cost)</i>	\$43,677
Construction Management Contingency <i>(Five Percent of Water Facilities Contingency)</i>	\$2,184
Cost of Contingency Subtotal:	\$45,861

TOTAL AMOUNT: \$504,471

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

April 6, 2021

Subject:

Amended and Restated Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amended and restated agreement between Kimley-Horn and Associates, Inc., and the District to revise the scope of professional design services for the Las Vegas Boulevard Improvements, Phase III Project for an increased amount of \$883,120, resulting in a total amount not to exceed \$5,000,582.

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 October 2, 2018, the Board of Directors approved an agreement with Kimley-Horn and Associates, Inc., to provide professional design services for Contract No. C1497, Las Vegas Boulevard Improvements, Phase III (Project), in conjunction with Clark County Public Works (County) roadway improvements between Sahara Avenue and CC-215 Beltway, located as generally shown on Attachment A. The District is coordinating with the County to install water facilities as outlined in the District's 2015 Las Vegas Boulevard Master Plan. On April 7, 2020, the Board approved an amendment to the agreement for an increased number of design packages and coordination due to a change in County design consultants for the County's portion of the work.

After substantially completing the construction of Phase A of the Project, it has been determined that additional construction-phase services are required on subsequent phases of the Project due to the Project's complexity. If approved, the attached Amended and Restated Agreement would provide for professional design services during construction for an amount not to exceed \$883,120, increasing the total not-to-exceed amount to \$5,000,582.

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

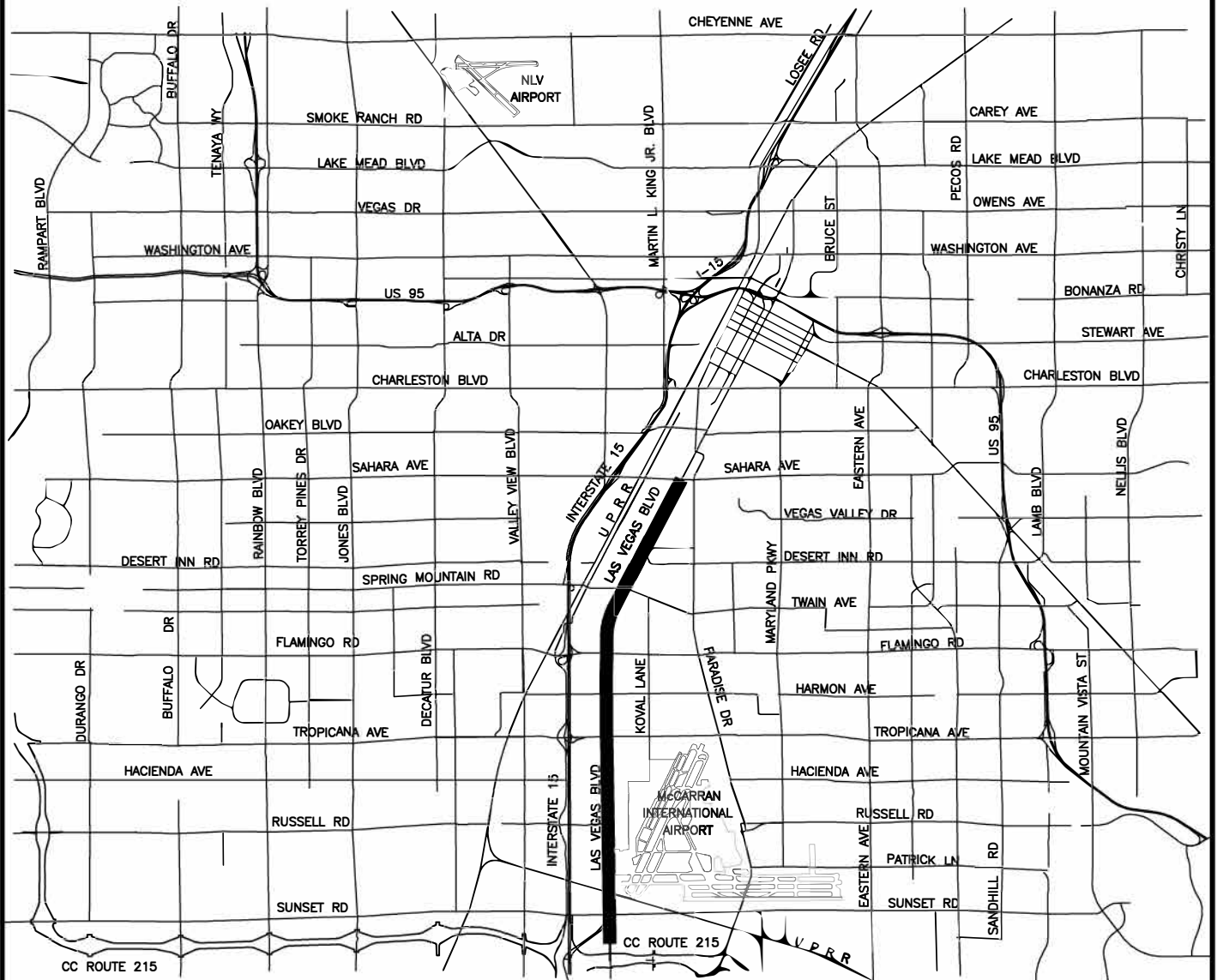
JJE:DJR:PJJ:RCP:kd

Attachments

AGENDA
ITEM #

5

ATTACHMENT A



LAS VEGAS VALLEY WATER DISTRICT CONCEPTUAL DRAWING

NOT
TO
SCALE

DRAWN BY:
SDM
EDITED BY:
SDM
ENGINEER:
RCP

LAS VEGAS BOULEVARD IMPROVEMENTS, PHASE III

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 70						
Corporate/Business Entity Name: Kimley-Horn and Associates, Inc.						
(Include d.b.a., if applicable)						
Street Address:		421 Fayetteville, Suite 600		Website: www.kimley-horn.com		
City, State and Zip Code:		Raleigh, NC 27601		POC Name: Sandy Tepp		
				Email: sandy.tepp@kimley-horn.com		
Telephone No:		214-256-4361		Fax No: 972-239-3820		
Nevada Local Street Address:		671 Las Vegas Boulevard South, Suite 320		Website: www.kimley-horn.com		
(If different from above)						
City, State and Zip Code:		Las Vegas, NV 89119		Local Fax No: N/A		
Local Telephone No:		702-862-3600		Local POC Name: Shannon Ahartz, P.E.		
				Email: shannon.ahartz@kimley-horn.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)
Kimley-Horn is a privately-owned corporation.		
We have over 500 owners. No individual owns more than 3% of Kimley-Horn.		

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

Ken Akeret
Print Name

Principal
Title

03/03/2021
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:

Ryan Pearson Digitally signed by Ryan Pearson
Date: 2021.03.04 08:18:47 -08'00'

Signature

Ryan Pearson

Print Name

Authorized Department Representative

AMENDED AND RESTATED AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Amended and Restated Agreement is made and entered into by and between Kimley-Horn and Associates, Inc., 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, On October 2, 2018, CONSULTANT and the DISTRICT entered into an Agreement to Provide Professional Services for Contract No. C1497, Las Vegas Boulevard Improvements, Phase III ("Original Agreement"). On April 7, 2020, Amendment No. 1 was executed to revise the Scope of Work and Limitation on Costs. The CONSULTANT and the DISTRICT now enter into this Amended and Restated Agreement ("Agreement"), amending the Limitation on Cost in Amendment No. 1. For the purposes of this Agreement, the Effective Date of the Original Agreement remains in effect., 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.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$5,000,582.00.

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 and technical standards.
- 5.4. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 5.4.1. Permitted or required approval by DISTRICT of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
 - 5.4.2. DISTRICT's review, approval, acceptance, or payment for any of CONSULTANT's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DISTRICT caused by CONSULTANT's performance or failures to perform under this Agreement.
- 5.5. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for DISTRICT relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than DISTRICT shall become the property of DISTRICT and shall be delivered to DISTRICT's representative upon completion or termination of this Agreement, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DISTRICT. DISTRICT shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 5.6. The rights and remedies of DISTRICT provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

6. RESPONSIBILITIES OF DISTRICT:

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

- 6.2. The Services performed by CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT's representative, Ryan Pearson, Engineering, 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 deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.
- 9.2. To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to DISTRICT.
 - 9.2.1. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all of the Work Product 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.

10. INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to DISTRICT all of CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product

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

11. INTERPRETATION:

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

12. CONFLICT OF INTEREST:

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

13. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

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

14. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

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

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

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

15. COMPLETENESS AND ACCURACY OF 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 therein.

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

16. INDEMNIFICATION:

16.1. For all claims based upon or arising out of the Services or Work of CONSULTANT, CONSULTANT shall indemnify and hold harmless, without cost to DISTRICT, its Board of Directors and its officers, agents, and employees (the "District/Authority Parties"), against any and all losses, claims, costs, damages, actions,

proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees of CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark.

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

- 16.2. For all claims not based upon or arising out of the Services or Work of CONSULTANT, CONSULTANT shall indemnify, hold harmless, and defend, without cost to the DISTRICT Parties, against any and all losses, claims, costs, damages, actions, proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees of the CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. The DISTRICT Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which CONSULTANT has indemnified the DISTRICT Parties by giving written notice of the assumption to CONSULTANT. The DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which DISTRICT 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. 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 60 calendar days' prior notice to DISTRICT for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 30 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.

19. TERMINATION:

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.

20. REVIEWS:

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

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 within 10 working days after receipt. The final approval will be submitted to CONSULTANT within 5 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. DATA PRIVACY AND SECURITY:

- 23.1. 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.
- 23.2. 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.
- 23.3. CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.
- 23.4. CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- 23.5. CONSULTANT agrees to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

24. RECORDS:

CONSULTANT shall retain financial and other records 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.

25. 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.

26. 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.

27. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- 27.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, 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.
- 27.2. 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.

28. EQUAL EMPLOYMENT OPPORTUNITY:

- 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. 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.
- 28.2. 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.

29. APPLICABLE LAW:

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

30. VENUE:

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

31. 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.

32. 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.

33. 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.

34. CAPTIONS:

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

35. 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.

36. 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.

37. 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: Kimley-Horn and Associates, Inc.
6671 Las Vegas Boulevard South, Suite 320
Las Vegas, NV 89119
Attention: Shannon Ahartz
Shannon.ahartz@kimley-horn.com

To DISTRICT: Las Vegas Valley Water District
Attention: Ryan Pearson
1001 S. Valley View Blvd.
Las Vegas, NV 89107
ryan.pearson@lvvwd.com

With copy to:
(excluding invoices) Las Vegas Valley Water District
Attention: General Counsel
1001 S. Valley View Blvd.
Las Vegas, NV 89107
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.

38. 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.

39. 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 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.

40. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 39 (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.

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 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.
- 41.3. Where CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT
- 41.4. 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 Agreement. CONSULTANT shall provide a revised schedule for performance in accordance with Paragraph 17.2.
- 41.5. 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. 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.

43. 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.

KIMLEY-HORN AND ASSOCIATES, INC.

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this proposal to the Las Vegas Valley Water District (LVVWD, or “Client”) to provide professional engineering services for the completion of the Waterline Design along Las Vegas Boulevard. The new waterline design directly supports planned security, roadway, and pedestrian improvements along Las Vegas Boulevard generally located between Sahara Avenue and Clark County 215 Beltway (CC-215). The design will follow the ongoing Alignment Study along this corridor and will be completed in conjunction with LVVWD improvement priorities and planned service upgrades, as detailed in the existing Master Plan. Our team’s project understanding, scope of services, schedule and estimated fees are detailed below.

PROJECT UNDERSTANDING

The LVVWD Planning Division completed a comprehensive water pipeline Master Plan, dated September 2015, which focused on approximately 7.9 miles of Las Vegas Boulevard between Stewart Avenue to the Southern CC-215 Beltway. From this study, several water infrastructure recommendations were presented to include full waterline replacement, and the addition of parallel segments for localized service needs. As the Kimley-Horn team progresses with the preliminary waterline alignment study along this corridor, LVVWD and Clark County continue to coordinate efforts to ensure new waterline upgrades are integrated with planned roadway and pedestrian improvements in this area.

The project limits of the final design effort will not include the entire 7.9 miles of Las Vegas Boulevard, as detailed in the LVVWD Master Plan. Rather, our scope of services focuses on the waterline improvements from Sahara Avenue to CC-215 Beltway, and directly supports recommendations from the Master Plan along with preliminary alignment phasing and coordination between LVVWD and Clark County. Based on discussion with LVVWD staff, these improvements have been segregated into four (4) distinct phases. Refer to the attached Las Vegas Boulevard Watermain Improvement Exhibit, which details the following improvement phases.

- *Phase A – Sahara Avenue to Spring Mountain Road.* Replace existing pipeline with a single new 24-inch water main. Total length is approximately 6,800 linear feet.
- *Phase B – Spring Mountain Road to Harmon Avenue.* Replace existing pipeline with a single new 24-inch water main. Total length is approximately 6,800 linear feet.
- *Phase C – Harmon Road to Russell Road.* Replace existing pipeline with a new 36- inch water main and a parallel 12-inch service pipeline. Total length of each pipeline is approximately 8,500 linear feet.
- *Phase D – Russell Road to CC-215.* Replace existing pipeline with a single new 36- inch water main. Total length is approximately 8,000 linear feet.

SCOPE OF SERVICES

Based on the project understanding, waterline improvement phasing plan, and current alignment study being completed, we propose the following Scope of Services. Major design effort is based on the phased improvement plan, anticipating that Phase A (Sahara Avenue to Spring Mountain Road) will be designed first. The phased approach is intended to provide flexibility for LVVWD planning, allowing coordination with Clark County and other planned improvements along this corridor.

TASK 1. PHASE A DESIGN - SAHARA AVE TO SPRING MOUNTAIN RD

Design includes approximately 7,000 linear feet of new 24-inch waterline from Sahara Avenue to Spring Mountain Road. This segment is also referred to as Phase A by Clark County Public Works.

Task 1.1 Project Management. This effort provides budget for the day-to-day management and oversight of activities related to the Preliminary and Final Design of the new waterline.

Task 1.1.1 Kick-off Meeting – Review of scope of work and overall goals, milestones, deliverables and schedule for project.

Task 1.1.2 Progress Meetings – The engineering team shall participate in weekly project meetings to review progress, solicit comments, and answer questions. Monthly meetings with the Client shall be attended when requested by the Client, but not more than once per month.

Task 1.1.3 Project Scope and Schedule – Kimley-Horn will prepare a scope and schedule of tasks and deliverables to be integrated into overall schedule for the project.

Task 1.1.4 Communication – Kimley-Horn will copy Client on all critical emails and requests for information and provide electronic copies of all critical maps and information as they become available.

Task 1.1.5 Quality Assurance/Quality Control - Kimley-Horn will provide internal quality assurance and quality control measures on all submittals to LVVWD or associated agencies associated with this project.

Task 1.2 Supplemental Survey and Base Mapping. This effort will be done as a supplement to the survey and mapping being done for the Clark County Public Works Roadway project along Las Vegas Boulevard.

Task 1.2.1 Aerial Surveying Services - In addition to effort provided under the Alignment Study, this allows for supplement topographic survey using aerial photogrammetry, as needed.

Task 1.2.2 Design Survey - In addition to effort provided under the Alignment Study, this allows for supplemental topographic survey for engineering design purposes using conventional field surveying methods to locate physical features, as needed.

Supplemental field measurements will be used to augment previous field located survey related to the Alignment Study effort, as needed. Field survey will locate general as-built physical features such as: edge of pavement; lip of curb; top back of curb; back of sidewalks including angle points and curved locations; traffic striping; signage; fencing or walls with top of wall and footing elevations; landscape areas; large trees and large shrubs; drop inlets, manhole rims and cleanouts (underground inverts, flow lines and pipe sizes are required); fire-hydrants and other above ground water related appurtenances; power and utility poles; street/area lighting; vaults, transformers and meters along with other surface evidence of underground utilities; structures with finish floor elevations; major landscaping features; swales, berms, channels and other significant natural ground features.

Task 1.3 Geotechnical Investigation. In addition to effort provide under the Alignment Study, this allows for subsurface soil investigation within the phased project limits. Soil samples will be collected and tested to provide a final Geotechnical Investigation Report, which will include soil information such as compatibility, corrosiveness, recommended trench shoring requirements, and bedding and backfill recommendations, as needed.

Task 1.4 Stakeholder Coordination. Kimley-Horn will work closely with LVVWD to conduct and participate in design phase Stakeholder Coordination meetings, both to address phased improvements and design progress. This includes meetings with local and regional utility agencies, railroad, Clark County, adjacent property owner/representatives, and fire/safety agencies. The type and frequency of Stakeholder Meetings will be established by LVVWD, and Kimley-Horn will support each meeting. Our Project Manager will be in attendance to address questions related to the new improvements during the design phase.

Task 1.5 OTS Review, Client Coordination and Review Comment Meetings. To expedite delivery of final design documents and ensure continued coordination, Kimley-Horn will conduct Over-the-Shoulder (OTS) design review meetings with LVVWD staff. Recommended OTS review will occur at 30%, 60%, and 90% phases, and will coincide with design status deliverables. Meeting minutes and design-related comments will be documents and issued to

LVVWD along with subsequent phased deliverables. Kimley-Horn will provide status drawings and pipeline plan and profiles, as applicable, for each OTS workshop.

Task 1.6 - Task 1.10 Design Submittals. Kimley-Horn will prepare design phase drawings as follows. Drawings will include Plan and Profile (40-scale) per LVVWD layout and drawing standards. Plans will be developed to allow either stand-alone bidding or integration into other improvement plans, based on the specific requirements of LVVWD and adjacent agency work along the corridor.

- 60% Phase Progress Drawings and Specifications Outline
- 90% Phase Drawings and Draft Specifications
- Final (100%) Drawings and Specifications

Transmittal of progress and final drawings will be transmitted to related agencies, as required. In addition, and Engineer's Estimate of Probable Costs will be submitted at each design phase. The design will adhere to LVVWD standards and pipeline material and appurtenances will be in accordance with recommendations and approval of the Alignment Study effort.

Task 1.11 Pre-Bid and Bid Phase Services. Kimley-Horn will support LVVWD in selection of a Contractor including pre-bid meeting attendance, preparation of addendum, and preliminary evaluation of Contractor references and past performance.

Task 1.12 Post-Design Phase Services. Kimley-Horn will support LVVWD in the review of Requests for Information (RFI), submittal review, and minor design review/revisions as required.

TASK 2. PHASE B DESIGN - SPRING MOUNTAIN RD TO HARMON AVE

Design includes approximately 6,600 linear feet of new 24-inch waterline from Spring Mountain Road to Harmon Avenue. This segment is referred to as Phases E and F by Clark County Public Works and will require the creation of two construction contracts.

Task 2.1 Project Management. This effort provides budget for the day-to-day management and oversight of activities related to the Preliminary and Final Design of the new waterline.

Task 2.2 OTS Review, Client Coordination and Review Comment Meetings. To expedite delivery of final design documents and ensure continued coordination, Kimley-Horn will conduct Over-the-Shoulder (OTS) design review meetings with LVVWD staff. Recommended OTS review will occur at 30%, 60%, and 90% phases, and will coincide with design status deliverables. Meeting minutes and design-related comments will be documents and issued to LVVWD along with subsequent phased deliverables. Kimley-Horn will provide status drawings and pipeline plan and profiles, as applicable, for each OTS workshop.

Task 2.3 - Task 2.9 Design Submittals. Kimley-Horn will prepare design phase drawings as follows. Drawings will include Plan and Profile (40-scale) per LVVWD layout and drawing standards. Plans will be developed to allow either stand-alone bidding or integration into other improvement plans, based on the specific requirements of LVVWD and adjacent agency work along the corridor.

- 60% Phase Progress Drawings and Specifications Outline
- 90% Phase Drawings and Draft Specifications
- Final (100%) Drawings and Specifications

Transmittal of progress and final drawings will be transmitted to related agencies, as required. In addition, and Engineer's Estimate of Probable Costs will be submitted at each design phase. The design will adhere to LVVWD standards and pipeline material and appurtenances will be in accordance with recommendations and approval of the Alignment Study effort.

Task 2.10 Pre-Bid and Bid Phase Services. Kimley-Horn will support LVVWD in selection of a Contractor including pre-bid meeting attendance, preparation of addendum, and preliminary evaluation of Contractor references and past performance.

Task 2.11 Post-Design Phase Services. Kimley-Horn will support LVVWD in the review of Requests for Information (RFI), submittal review, and minor design review/revisions as required.

TASK 3. PHASE C DESIGN - HARMON AVE TO RUSSELL ROAD

Design includes a new 36-inch waterline and a parallel 12-inch service line (each approximately 8,500 linear feet) from Harmon Avenue to Russell Road. This segment is referred to as Phases B and C by Clark County Public Works and will require the creation of two construction contracts.

Task 3.1 Project Management. This effort provides budget for the day-to-day management and oversight of activities related to the Preliminary and Final Design of the new waterline.

Task 3.2 OTS Review, Client Coordination and Review Comment Meetings. To expedite delivery of final design documents and ensure continued coordination, Kimley-Horn will conduct Over-the-Shoulder (OTS) design review meetings with LVVWD staff. Recommended OTS review will occur at 30%, 60%, and 90% phases, and will coincide with design status deliverables. Meeting minutes and design-related comments will be documents and issued to LVVWD along with subsequent phased deliverables. Kimley-Horn will provide status drawings and pipeline plan and profiles, as applicable, for each OTS workshop.

Task 3.3 - Task 3.9 Design Submittals. Kimley-Horn will prepare design phase drawings as follows. Drawings will include Plan and Profile (40-scale) per LVVWD layout and drawing standards. Plans will be developed to allow either stand-alone bidding or integration into other improvement plans, based on the specific requirements of LVVWD and adjacent agency work along the corridor.

- 60% Phase Progress Drawings and Specifications Outline
- 90% Phase Drawings and Draft Specifications
- Final (100%) Drawings and Specifications

Transmittal of progress and final drawings will be transmitted to related agencies, as required. In addition, and Engineer's Estimate of Probable Costs will be submitted at each design phase. The design will adhere to LVVWD standards and pipeline material and appurtenances will be in accordance with recommendations and approval of the Alignment Study effort.

Task 3.10 Pre-Bid and Bid Phase Services. Kimley-Horn will support LVVWD in selection of a Contractor including pre-bid meeting attendance, preparation of addendum, and preliminary evaluation of Contractor references and past performance.

Task 3.11 Post-Design Phase Services. Kimley-Horn will support LVVWD in the review of Requests for Information (RFI), submittal review, and minor design review/revisions as required.

TASK 4. PHASE D DESIGN - RUSSELL ROAD TO CC- 215

Design includes approximately 8,000 linear feet of new 36-inch waterline Russell Road to CC- 215. This segment is referred to as Phase B by Clark County Public Works.

Task 4.1 Project Management. This effort provides budget for the day-to-day management and oversight of activities related to the Preliminary and Final Design of the new waterline.

Task 4.2 OTS Review, Client Coordination and Review Comment Meetings. To expedite delivery of final design documents and ensure continued coordination, Kimley-Horn will conduct Over-the-Shoulder (OTS) design review meetings with LVVWD staff. Recommended OTS review will occur at 30%, 60%, and 90% phases, and will coincide with design status deliverables. Meeting minutes and design-related comments will be documents and issued to LVVWD along with subsequent phased deliverables. Kimley-Horn will provide status drawings and pipeline plan and profiles, as applicable, for each OTS workshop.

Task 4.3 - Task 4.9 Design Submittals. Kimley-Horn will prepare design phase drawings as follows. Drawings will include Plan and Profile (40-scale) per LVVWD layout and drawing standards. Plans will be developed to allow either Amendment to Agreement
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stand-alone bidding or integration into other improvement plans, based on the specific requirements of LVVWD and adjacent agency work along the corridor.

- 60% Phase Progress Drawings and Specifications Outline
- 90% Phase Drawings and Draft Specifications
- Final (100%) Drawings and Specifications

Transmittal of progress and final drawings will be transmitted to related agencies, as required. In addition, and Engineer's Estimate of Probable Costs will be submitted at each design phase. The design will adhere to LVVWD standards and pipeline material and appurtenances will be in accordance with recommendations and approval of the Alignment Study effort.

Task 4.10 Pre-Bid and Bid Phase Services. Kimley-Horn will support LVVWD in selection of a Contractor including pre-bid meeting attendance, preparation of addendum, and preliminary evaluation of Contractor references and past performance.

Task 4.11 Post-Design Phase Services. Kimley-Horn will support LVVWD in the review of Requests for Information (RFI), submittal review, and minor design review/revisions as required.

SERVICES NOT INCLUDED AND ASSUMPTIONS

Any other services, including but not limited to the following, are not included in this Agreement but can be added through a contract modification or on a cost-plus basis as outlined in Additional Services below.

- Hydraulic Water System Modeling

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: record drawings, and history of site performance, and historic operational data and costs. Some of this information has already been provided to Kimley-Horn.

SCHEDULE

We will provide our services as expeditiously as practical to meet mutually agreed upon schedule. Additional services will be completed in a timely manner after they are authorized.

FEES AND EXPENSES

Kimley-Horn will perform the services in Tasks 1-4 on with the fee shown below:

Task 1: Phase A (Sahara Ave to Spring Mountain Rd)	\$916,372.00
Task 2: Phase B (Spring Mountain Rd to Harmon Ave)	\$948,978.00
Task 3: Phase C (Harmon Ave to Russell Road)	\$1,274,836.00
Task 4: Phase D (Russell Road to CC-215)	\$745,206.00

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client; should the Client request Kimley-Horn to advance such project fees on the Client's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Client.

RATES AND FEES

Phase A	\$911,372.00
Phase B	\$994,978.00
Phase C	\$1,309,836.00
Phase D	\$751,276.00
Post-Design Phase Services	\$795,000.00
SUBTOTAL	\$4,762,462.00
5% Contingency	<u>\$238,120.00</u>
FINAL TOTAL	\$5,000,582.00

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

April 6, 2021

Subject:

Retirement of Board Policy – Authorization to Write-Off Uncollectible Accounts

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors retire the Board policy pertaining to the write-off of uncollectible water accounts.

Fiscal Impact:

None by approval of the above recommendation.

Background:


In 1985, the Board of Directors adopted a policy to write off uncollectible water accounts after all reasonable collection efforts had proven unsuccessful. The policy required that write-offs of accounts over six months old and greater than \$50 be brought before the Board for approval. Accordingly, staff brought an agenda item before the Board on an annual basis. The District continues to seek collection of these funds, even after Board action.

The 36-year-old policy has become outdated, and industry best practices have evolved. The Government Accounting Standards Board guidelines indicate that establishing a reserve for uncollectible amounts is standard accounting practice, and not a matter that would require Board approval. Additionally, all information pertaining to the reserve for uncollectible water accounts and the resulting financial impact is regularly included in the District's Comprehensive Annual Financial Report and, as such, is subject to annual external audit review.

At this time, the Board is being asked to retire the existing policy regarding the write-off of uncollectible water accounts, and that the process of recording write-offs be included within other organization policies and procedures.

This action is authorized pursuant to Section 9 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:MH:KH:RS:kn

AGENDA
ITEM #

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