



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

REGULAR MEETING
9:00 A.M. – JULY 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: June 28, 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

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

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

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA

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

Visit our website at <https://www.lvvw.com/lvww-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 June 1, 2021.

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

2. *For Possible Action:* Approve and authorize the General Manager to sign an amended and restated agreement between C.A. Group, Inc., and the District to provide professional services for Las Vegas Boulevard Improvements, Phase I for an increased amount of \$15,000, resulting in a total amount not to exceed \$436,935.
3. *For Possible Action:* Approve an oversized main extension agreement between Century Communities of Nevada, LLC, and the District for pipeline oversizing within the 2745 Pressure Zone for an amount not to exceed \$134,046.

BUSINESS AGENDA

4. *For Possible Action:* Award a contract to construct the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station to MMC, Inc., for the amount of \$32,980,417, authorize a change order contingency amount not to exceed \$1,600,000, and authorize the General Manager to sign the construction agreement.

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

5. *For Possible Action:* Reject the bid from Harber Company, Inc., dba Mountain Cascade of Nevada, and award a contract to construct the 4125 Zone Pumping Station to J.A. Tiberti Construction Company, Inc., for the amount of \$13,262,727, authorize a change order contingency amount not to exceed \$1,230,000, and authorize the General Manager to sign the construction agreement.
6. *For Possible Action:* Determine that the proposed changes to the Blue Diamond Water System's Service Rules affecting service charges and water rates are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; consider and approve the attached Business Impact Statement; and direct staff to set a public hearing for possible adoption of the proposed changes for August 3, 2021.

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
JUNE 1, 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 (not present for items #6 – #8)
Michael Naft
Tick Segerblom

STAFF PRESENT John Entsminger, Dave Johnson, Colby Pellegrino and Greg Walch

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

COMMENTS BY THE GENERAL PUBLIC

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

Ed Uehling commented on item #3, noted the contract's terms, and referenced a perceived conflict of interest as it relates to the current Nevada governor.

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 special meeting of April 26, 2021, the regular meeting of May 4, 2021, and the special meeting of May 17, 2021. The motion was approved.

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

- 2. Approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities for the Desert Breeze Park Special Events Area Project.**
- 3. Approve a professional services agreement with Hobbs, Ong & Associates, Inc., for independent financial advisory services for an amount not to exceed \$150,000 per fiscal year, with the option to renew for six additional one-year periods.**

John Entsminger, General Manager, stated that Hobbs, Ong & Associates have provided financial advice to the District for more than a decade, including bond refunding between the Southern Nevada Water Authority (Authority) and the District that has saved ratepayers in excess of \$350 million in the last five to six years.

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

BUSINESS AGENDA

- 4. Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Las Vegas Valley Public Employees Association, effective July 1, 2021, through June 30, 2026.**

President Kirkpatrick opened the public hearing. Speakers included:

Ed Uehling, Las Vegas, commented on the salaries of District employees compared to other public utilities. He also expressed opinion of the District's mismanagement of funds, suggesting capital funding is used to offset District operations.

President Kirkpatrick clarified some of the statements made during public comment, noting that capital dollars cannot be spent on operations, each agenda item includes the total fiscal impact, and added that the District is competitive in pay, for its size and infrastructure, when compared to the rest of the country.

With no additional members of the public wishing to speak, President Kirkpatrick closed the public hearing.

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

5. Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Water Employees Association of Nevada, effective July 1, 2021, through June 30, 2026.

President Kirkpatrick opened the public hearing. Speakers included:

Ed Uehling, Las Vegas, commented on the salaries of District employees and requested the average increase in employee salary as a result of the agreement. He again expressed opinion of the District's mismanagement of funds.

President Kirkpatrick added her comments from the previous agenda item into this item, and added that the agenda's supporting material includes the information requested from Mr. Uehling. With no further members of the public wishing to speak, President Kirkpatrick closed the public hearing.

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

6. Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Water Supervisors Association of Nevada, effective July 1, 2021, through June 30, 2026.

President Kirkpatrick opened the public hearing. Speakers included:

Ed Uehling, Las Vegas, requested the average increase in employee salary. He again expressed opinion of the District's mismanagement of funds.

Steve Strehlow, Las Vegas, suggested an independent analysis be conducted of the District and its compensation structure.

President Kirkpatrick added her comments from the previous agenda items into this item and with no further members of the public wishing to speak, she closed the public hearing.

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

7. Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Teamsters Local Union No. 14, effective July 1, 2021, through June 30, 2026.

President Kirkpatrick opened the public hearing. Speakers included:

Ed Uehling, Las Vegas, requested the average increase in employee salary and discussed the District's process of supplying water to its customers.

With no further members of the public wishing to speak, President Kirkpatrick closed the public hearing.

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

8. Approve annual cost-of-living adjustments for non-represented employees to correspond with adjustments for represented employees under the proposed collective bargaining agreements effective July 1, 2021, through June 30, 2026, if approved.

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

9. Receive a presentation on Southern Nevada's water resources, water use, regional conservation initiatives, and water conservation programs and direct staff accordingly.

Mr. Entsminger presented Southern Nevada's water resources, water use, regional conservation initiative and water conservation programs. A copy of his presentation is attached to these minutes.

Mr. Entsminger began by providing an update on the drought that impacts the southwestern United States, mentioning that 2021 may prove to be one of the driest years on record. He reported on Lake Mead elevations and discussed the likely federally declared shortage. Mr. Entsminger also reported on water use, noting that consumptive use is up, and

that the current trajectory is not sustainable. He highlighted Southern Nevada's water conservation achievements, efforts, policies, and programs.

Director Jones asked about AB356 and if the District has a plan to notice property owners of the new policy. Colby Pellegrino, Deputy General Manager of Resources, stated that legislation requires a committee with representatives from the community to help advise and guide staff. Director Naft asked about the goal to increase conservation compliance. Ms. Pellegrino stated that advertising, water waste investigators and the use of advanced meter readings will play big roles in educating and reminding residents of watering schedules. Director Naft asked about park water budgets. Ms. Pellegrino stated that the park water budget data is relatively new, but staff have recently began outreach to community parks. Director McCurdy asked about improving water meters in older communities. Mr. Entsminger stated that all water meters were replaced between 2012 and 2017 and the advance meter technology, which will roll out over the next 4 to 5 years, will help older infrastructure detect leaks or other issues. Director Segerblom asked about monitoring types of water use with new businesses or developments, and mentioned data centers, as an example. Mr. Entsminger stated that those efforts are in preliminary stages, but staff does monitor incoming businesses and their water footprints (high/low use). Vice President Gibson stated that decision makers need to understand the water impacts of approved developments and added that the Authority and the District have done a great job in conservation and infrastructure to help secure our water resources. President Kirkpatrick spoke on providing water smart information to new residents to the valley. Ms. Pellegrino stated that staff will share its new homeowner letter with the Board.

COMMENTS BY THE GENERAL PUBLIC

Ed Uehling commented on water management on the Colorado River Basin.

Peter Starzyk, 3216 Morning Springs Drive, asked about an incentive program or rebate from the Authority for removal of a swimming pool, as it relates to water conservation. Ms. Pellegrino stated that swimming pools are incentivized the same as turf at \$3 per square foot of surface area.

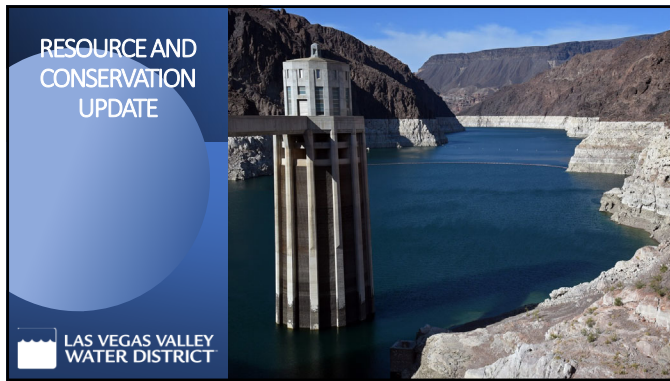
Steve Sanson, President of Veterans in Politics, asked about a potential incentive program for septic tank removal and connection to the sewer system. Mr. Entsminger stated that a pilot project is in development with the Authority, the Clark County Water Reclamation District, and the Southern Nevada Health District to begin incentivizing septic tank conversions.

Steve Strehlow, 4374 Sun Vista Drive, commented about exploring the need for and benefit of desalination plants in the southwestern United States.

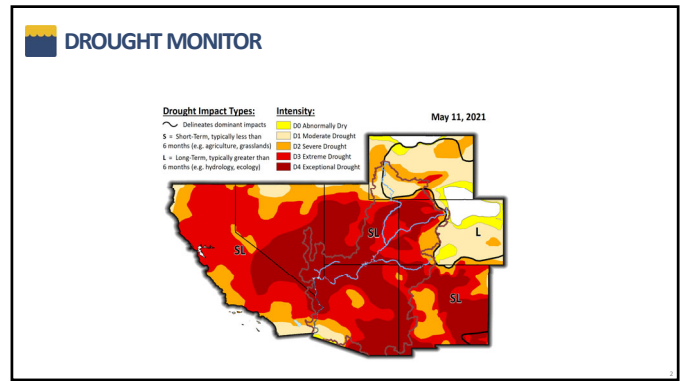
Adjournment

There being no further business to come before the board, the meeting adjourned at 10:27 a.m.

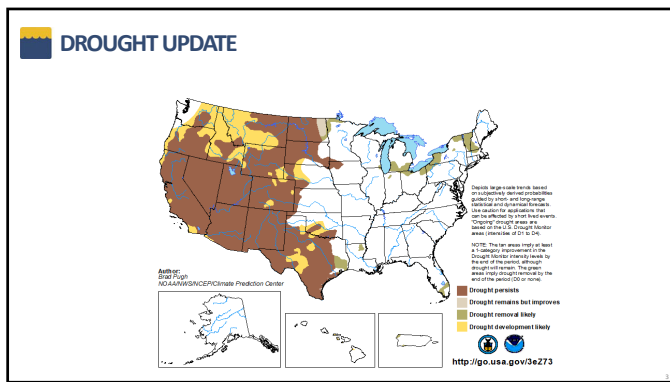
Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.



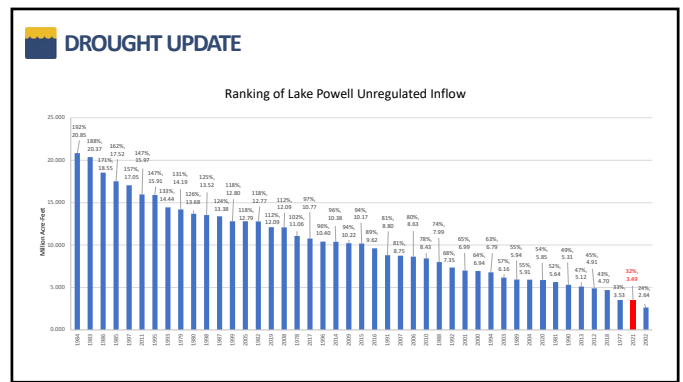
1



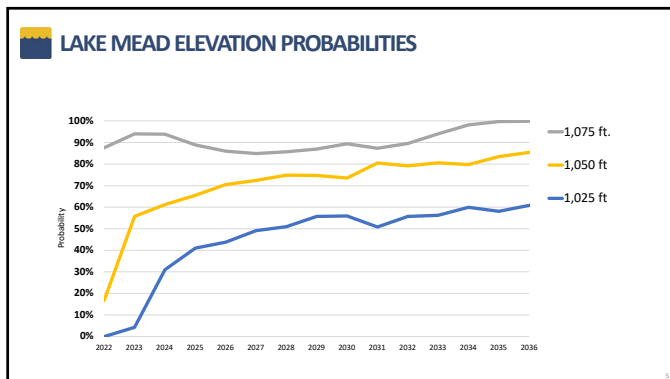
2



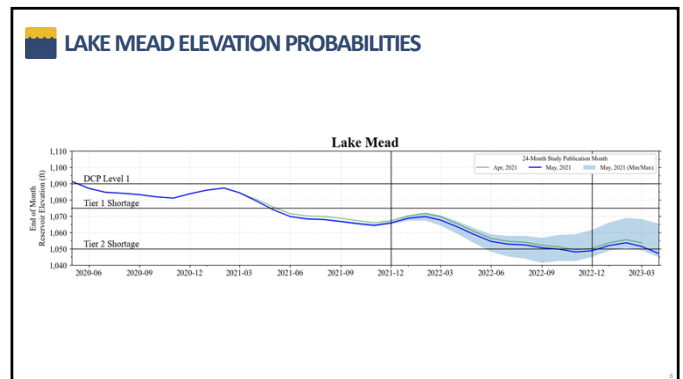
3



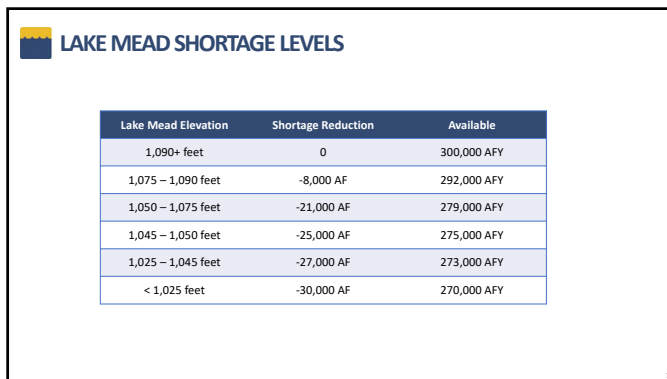
4



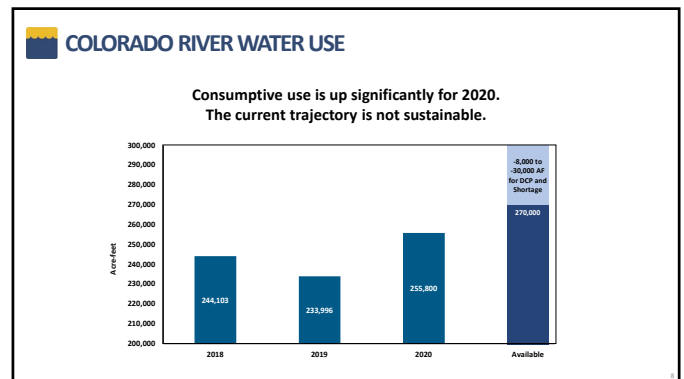
5



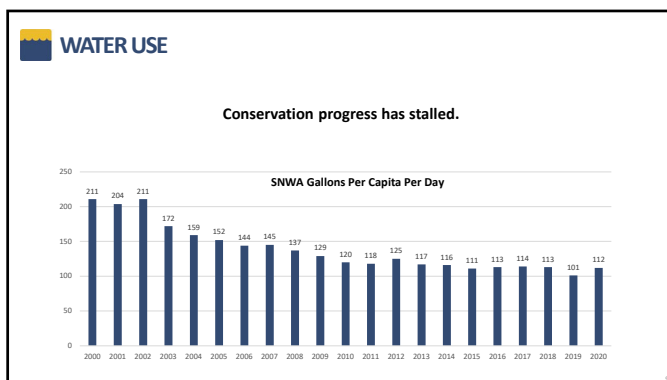
6



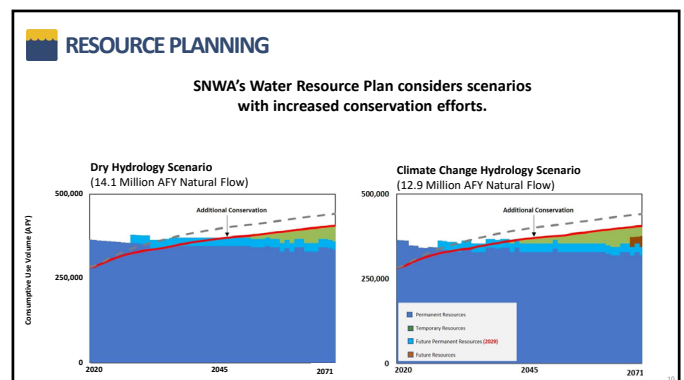
7



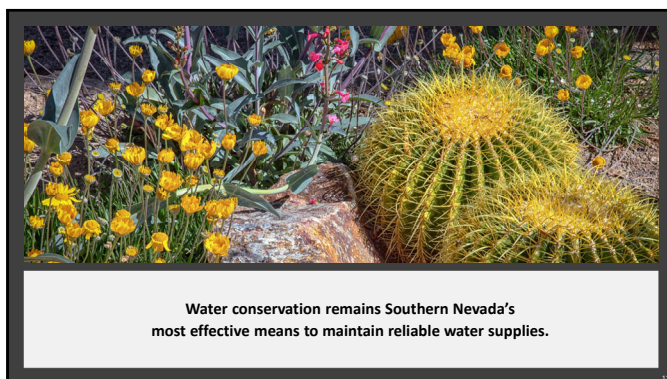
8



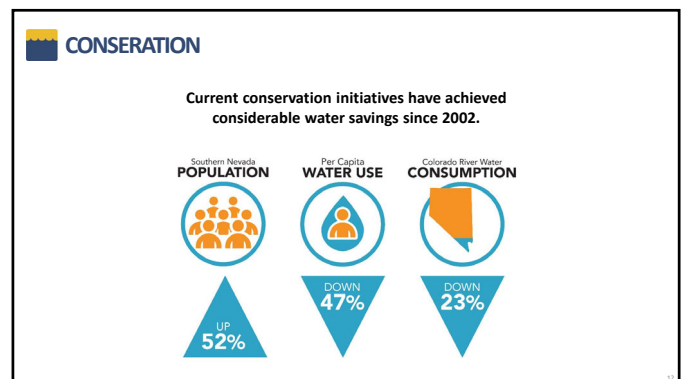
9



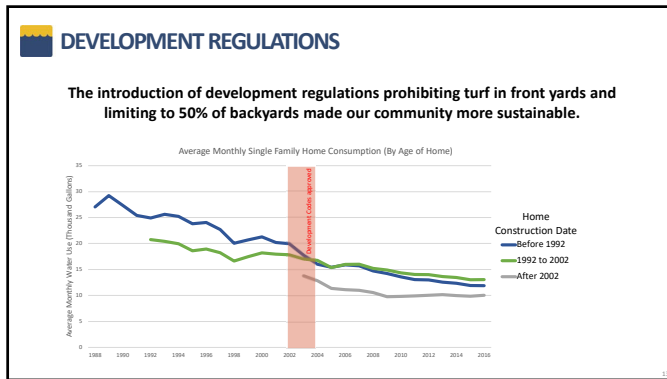
10



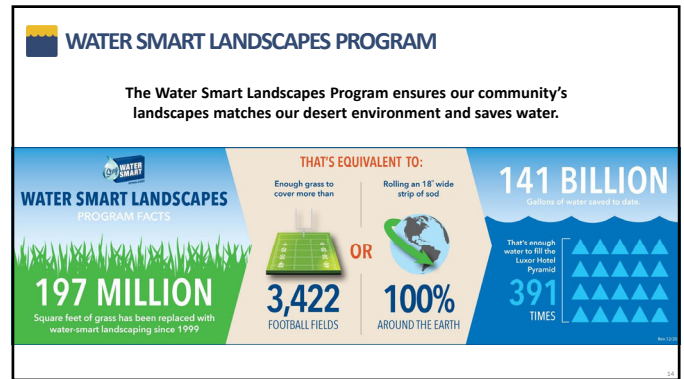
11



12



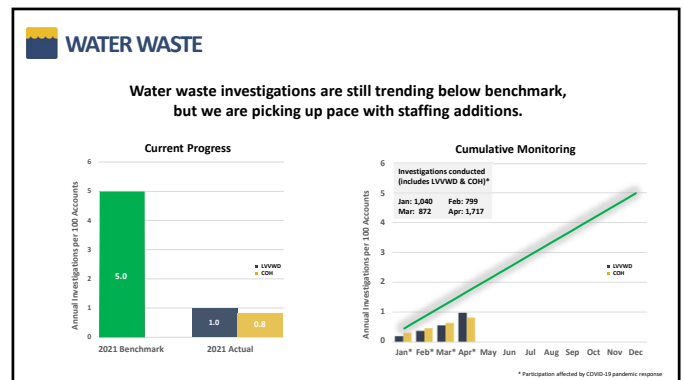
13



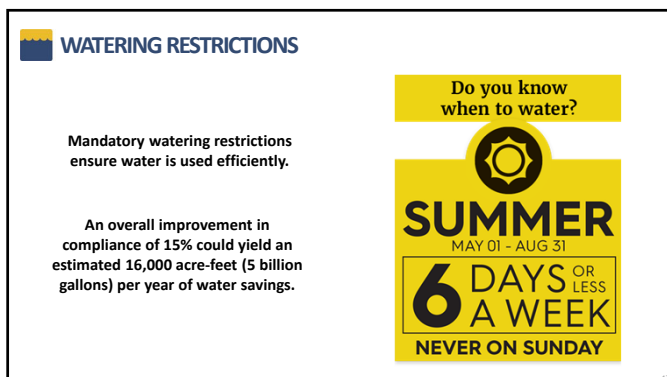
14



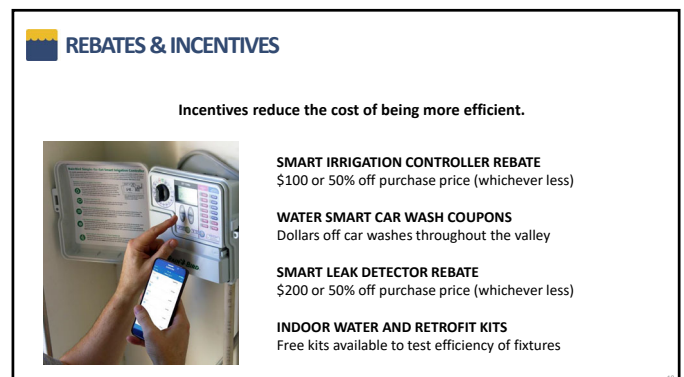
15



16



17



18

BUSINESS INCENTIVES

Businesses can reduce water use while saving money through SNWA Conservation programs.



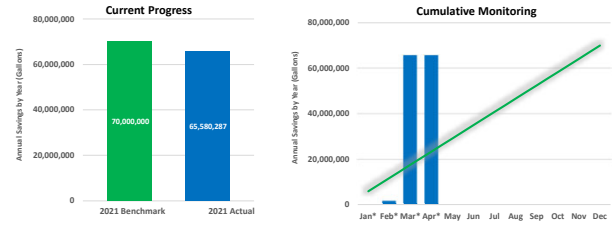
The Water Efficient Technologies program offers rebates to businesses who install water-efficient devices and technologies.

- Cooling tower retrofits
- Sport field conversions
- Custom technology incentives

19

WATER EFFICIENT TECHNOLOGIES PROGRESS

WET program participants have already saved more than 65.5 million gallons of water.



20

MARKETING

Marketing efforts remind customers to take action.



21

SHORTAGE



Impending water shortages punctuate the need to keep conserving.

22

CONSERVATION

Warming climates and an aging system adds to the challenge.

Climate Change & Aging System

Increasing consumptive water demands due to warmer temperatures, drier soils lower precipitation, and increased system loss due to aging infrastructure.

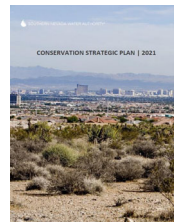


Adaptive Management

Significant additional effort will be required to reduce consumptive water use to meet our conservation goal and maximize the availability of water supplies.

23

SNWA CONSERVATION STRATEGIC PLAN



The SNWA's Conservation Strategic Plan sets goals and priorities to reduce water use throughout the valley.

Consumptive Use Focus Areas:

- Non-functional turf
- New development
- Compliance with watering restrictions
- Cooling efficiency
- Leaks
- Asset Management

24

RECOMMENDATIONS

Last fall, the SNWA Board of Directors approved recommendations from an advisory committee on conservation-related initiatives to further drive down water use in Southern Nevada.

- Reduce existing non-functional turf
- Limit future installations of cool season turf in public spaces
- Implement smart controller technology to automate landscape compliance
- Implement advanced metering infrastructure
- Reduce losses from evaporative cooling
- Develop a Large Water Users Policy

25

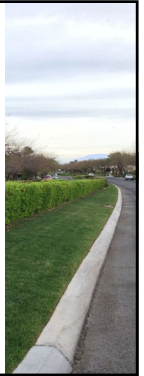
NON-FUNCTIONAL TURF

Unused turf is wasted water

(72 gallons per square foot used each year; 55 gallons wasted)

- Medians
- Roundabouts
- Neighborhood entries
- Pocket parks
- Front yards
- Unused back yards

Non-functional turf is aesthetic only and has no recreational value.



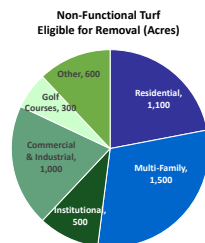
26

NON-FUNCTIONAL TURF

A new law passed during the 81st Legislative Session prohibits our community's water supplies from watering existing unused grass by 2027. Single family residential homes excluded.

REMAINING NON-FUNCTIONAL TURF:
5,000 acres (218 million sq. ft.)

POTENTIAL WATER SAVINGS:
12.2 billion gallons (37,400 acre-feet)



27

OTHER CONSERVATION EFFORTS

SEPTIC CONVERSION PROGRAM

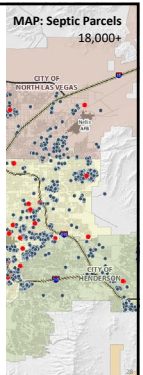
Offering rebates for septic customers to abandon their septic systems and connect to municipal system.

ARTIFICIAL TURF INCENTIVE

Offering cash incentives to install artificial turf instead of irrigated grass for functional recreational areas.

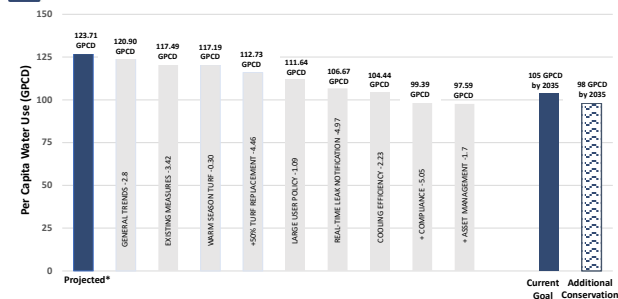
LARGE WATER USERS POLICY

Working with member agency planning representatives to develop a policy to address potential large water users before they develop.



28

ACHIEVING THE CONSERVATION GOAL

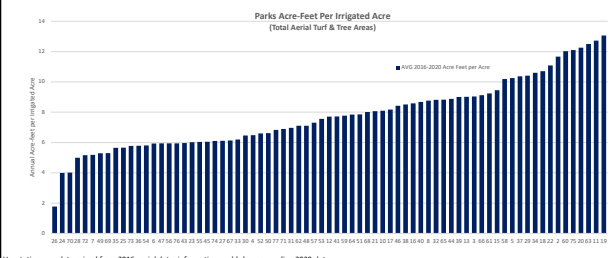


*With climate change & system loss

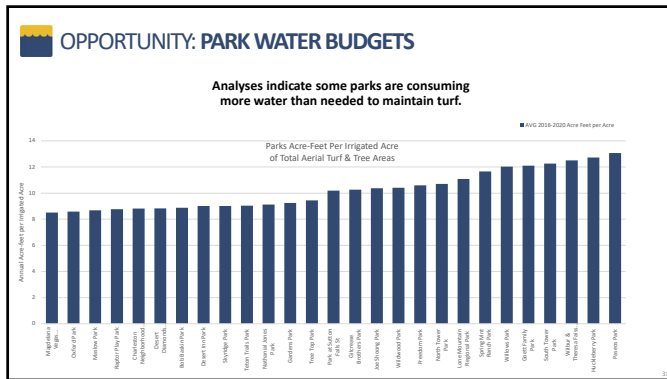
29

OPPORTUNITY: PARK WATER BUDGETS

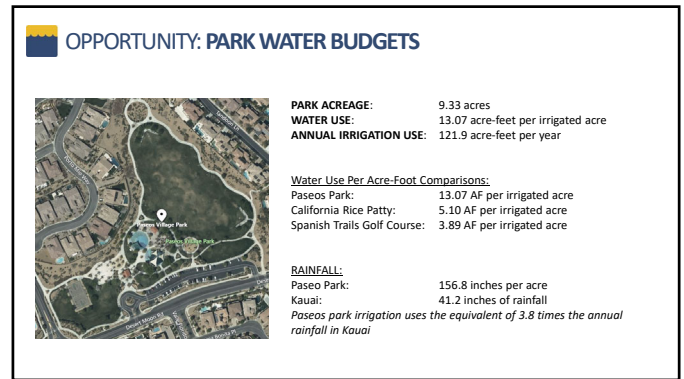
Staff is evaluating the feasibility of implementing a water budget for parks.



30



31



32

OPPORTUNITY: EQUALIZING SFR WATER THRESHOLDS

A 2003 Advisory Committee recommended taking steps towards charging all residential customers the same rate for the same amount of water used, regardless of meter size.

Meter Size	Tier 1 Volume (1,000 Gallons)	Tier 2 Volume (1,000 Gallons)	Tier 3 Volume (1,000 Gallons)	Tier 4 Volume (1,000 Gallons)	Monthly Service Charge
Rate Per 1,000 Gal	\$1.34	\$2.39	\$3.55	\$5.27	
5/8"	0 – 5	5.01 – 10	10.01 – 20	>20	\$11.57
¾"	0 – 6.8	6.81 – 13.5	13.51 – 27	>27	\$13.32
1"	0 – 10.1	10.11 – 20.32	20.33 – 57.5	> 57.5	\$16.82
1.5"	0 – 18.6	18.61 – 37.2	37.21 – 175.7	> 175.7	\$25.58
2"	0 – 28.71	28.72 – 57.43	57.44 – 385.26	> 385.26	\$36.10

33

OPPORTUNITY: EVALUATE NON-SFR TIERS

Meter Size	Tier 1 Volume (\$1.34/Kgl)	Tier 2 Volume (\$2.39/Kgl)	Tier 3 Volume (\$3.55/Kgl)	Tier 4 Volume (\$5.27/Kgl)	Monthly Service Charge
1"	0 – 12.5 Kgl	12.51 – 25 Kgl	25.01 – 75 Kgl	>75 Kgl	\$16.82
1.5"	0 – 25Kgl	25.01 – 50 Kgl	50.01 – 250 Kgl	>250 Kgl	\$25.58
2"	0 – 40 Kgl	40.01 – 80 Kgl	80.01 – 560 Kgl	> 560 Kgl	\$36.10
3"	0 – 80 Kgl	80.01 – 160 Kgl	160.01 – 1,440 Kgl	> 1,440 Kgl	\$64.15
4"	0 – 125 Kgl	125.01 – 250 Kgl	250.01 – 4,000 Kgl	> 4,000 Kgl	\$95.70
6"	0 – 250 Kgl	250.01 – 500 Kgl	500.01 – 12,500 Kgl	> 12,500 Kgl	183.34
8"	0 – 400 Kgl	400.01 – 800 Kgl	800.01 – 24,000 Kgl	> 24,000 Kgl	288.51
10"	0 – 575 Kgl	575.01 – 1,150 Kgl	1,150.01 – 40,250 Kgl	> 40,250 Kgl	411.20
12"	0 – 850 Kgl	850.01 – 1,700 Kgl	1,700.01 – 59,500 Kgl	> 59,500 Kgl	604.01

34

CURRENT PRIORITIES

Continue to drive down water use:

- Convert non-functional turf
- Make new development as efficient as possible
- Ensure all wastewater is returned to Lake Mead
- Adhere to the watering schedule
- Address water waste

35



36

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

July 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 an amended and restated agreement between C.A. Group, Inc., and the District to provide professional services for Las Vegas Boulevard Improvements, Phase I for an increased amount of \$15,000, resulting in a total amount not to exceed \$436,935.

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 September 5, 2017, the Board of Directors approved an agreement with C.A. Group, Inc., to provide professional services for Contract No. L0008, Las Vegas Boulevard Improvements, Phase I, in conjunction with the City of Las Vegas (City) roadway improvements project on Las Vegas Boulevard between Charleston Boulevard and Stewart Street. On October 2, 2018, the Board approved Amendment No. 1 to increase the scope of the work to mirror the City's roadway improvements project on Las Vegas Boulevard between Sahara Avenue and Stewart Street. Amendment No. 2, approved on January 2, 2020, clarified the scope of services for the project, but did not increase cost or time.

Through the administration of the project, efforts associated with construction phase services have exceeded what was anticipated when Amendment No. 1 was approved. If approved, the attached Amended and Restated Agreement would provide for additional engineering services associated with construction phase support for an increased amount of \$15,000, resulting in a total amount not to exceed \$436,935. Las Vegas Boulevard Improvements, Phase I is anticipated to be completed by the end of 2021.

This amended and restated 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.

JJE:DJR:PJJ:RCP:kd

Attachments:

Disclosure, Agreement

AGENDA
ITEM #

2



LAS VEGAS VALLEY WATER DISTRICT CONCEPTUAL DRAWING

NOT
TO
SCALE

DRAWN BY:
SDM
EDITED BY:
SDM
ENGINEER:
RCP

LAS VEGAS BOULEVARD IMPROVEMENTS

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 38						
Corporate/Business Entity Name: C.A. Group, Inc.						
(Include d.b.a., if applicable)						
Street Address:		2785 South Rainbow Blvd		Website: www.c-agroup.com		
City, State and Zip Code:		Las Vegas, NV 89146		POC Name: James Caviola		
				Email: james.caviola@c-agroup.com		
Telephone No:		702.685.5945		Fax No: 702.685.5947		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
No individuals have more than 5% ownership		

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.

James Caviola

Digitally signed by James Caviola
Date: 2021.05.20 14:18:43 -07'00'

Signature

James Caviola

Print Name

President

May 20, 2021

Title

Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF ENTITY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO ENTITY* EMPLOYEE/OFFICIAL	ENTITY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
Scott Jauch, EIT (Ann Arbor, MI)	Peter Jauch, SNWA Director of Engi	Son	Engineering

* 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

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 C.A. GROUP, INC., hereinafter called "CONSULTANT," and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." The CONSULTANT and the DISTRICT are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "DISTRICT" also refers to staff of the DISTRICT acting within their designated authority and duties. The "Effective Date" of this Agreement is the date of last signature below.

WITNESSETH:

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

WHEREAS, the DISTRICT, in reliance on the CONSULTANT's representations and proposals, agrees to retain the CONSULTANT, and the CONSULTANT agrees to furnish professional services to the DISTRICT, on the terms and conditions hereinafter set forth, and

WHEREAS, On September 15, 2017, CONSULTANT and the DISTRICT entered into an Agreement to Provide Professional Services for Contract No. L0008, Las Vegas Boulevard Improvements, Phase I ("Original Agreement"). On October 10, 2018, Amendment No. 1 was executed to revise the CONSULTANT's name, the Scope of Services and the Limitation on Costs. On January 7, 2020, Amendment No. 2 was executed to clarify the Scope of Services. The CONSULTANT and the DISTRICT now enter into this Amended and Restated Agreement ("Agreement"). For the purposes of this Agreement, the Effective Date of the Original Agreement remains in effect.

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

1. SCOPE OF SERVICES:

- (a) The CONSULTANT shall provide any requested services, hereinafter referred to as "Services" or "Work," as described and within the time indicated in Exhibit A, which is attached herewith and made a part of this Agreement.
- (b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to the DISTRICT's directions respecting priorities. The CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All of the Services shall be performed by the CONSULTANT or an approved subcontractor or subconsultant.
- (c) In performing Services under this Agreement, the CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. The CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.
- (d) The CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States, the State of Nevada, Clark County, the DISTRICT, or any other political subdivision of the State of Nevada.

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the Effective Date and, unless terminated in accordance with the terms of this Agreement, shall remain in effect until all Services authorized to be performed by the DISTRICT are completed by the CONSULTANT.

3. COMPENSATION:

- (a) In consideration for completion of all duties and responsibilities under this Agreement, the DISTRICT agrees to pay the CONSULTANT, in accordance with Exhibit A, for Work completed to the DISTRICT's satisfaction.
- (b) The CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to the DISTRICT in accordance with the Notice provisions of this

Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors or subconsultants used by the CONSULTANT shall be included.

- (c) The DISTRICT shall pay invoiced amounts from the CONSULTANT based on tasks completed as set forth in Exhibit A within thirty (30) calendar days after the date the invoice is received and approved by the DISTRICT.
- (d) The DISTRICT may dispute a payment or portion thereof that is due before or after the DISTRICT pays the invoice.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$436,935.

5. TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by CONSULTANT shall constitute a truth-in-negotiation certification by CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The Original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the term of this Agreement.

6. INDEPENDENT CONTRACTOR - NO JOINT VENTURE:

The relationship of the CONSULTANT to the DISTRICT hereunder shall be that of an Independent Contractor as defined by NRS 61 6A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

7. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby covenants, represents and warrants the following:

- (a) All content developed on behalf of the DISTRICT, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the DISTRICT's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to the DISTRICT's engagement of CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and the DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.
- (b) To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to the DISTRICT.
- (c) CONSULTANT shall execute all documents and undertake all actions necessary to effect the clarification of ownership of all Work Product in and to the DISTRICT and to allow the DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 8.
- (d) CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute the DISTRICT's Right in and to the Work Product.

8. INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to the DISTRICT all of the CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by the CONSULTANT or otherwise arising out of the CONSULTANT's Services or Work and related content by and for the benefit of the DISTRICT (including, without limitation, patent applications, issued patents, prototypes for the purpose of same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by the DISTRICT, for the DISTRICT's own use and benefit and for the use and benefit of the DISTRICT's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

9. INTERPRETATION:

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

10. CONFLICT OF INTEREST:

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

11. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

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

12. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

- (a) No officer, employee, or member of the governing body of the DISTRICT shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.
- (c) No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

13. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

- (a) The CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.

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

14. INDEMNIFICATION:

- (a) For all claims based upon or arising out of the Services or Work of the CONSULTANT, CONSULTANT shall indemnify and hold harmless, without cost to the DISTRICT, its Board of Directors and its officers, agents, and employees (the "DISTRICT Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees of the CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agent, or subconsultants, or of third parties; harassment or discrimination or any theory of joint or dual employment by the CONSULTANT's employees, agents, subcontractors or subconsultants, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark.

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

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

15. INSURANCE:

(a) General:

1. The CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to the DISTRICT, nor shall the CONSULTANT allow any subcontractor or subconsultant to commence Work until all similar insurance required of the subcontractor or subconsultant has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify the DISTRICT of any changes to their insurance coverage.
2. DISTRICT shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by CONSULTANT or its subcontractor(s) or subconsultant(s) hereunder,

all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to the DISTRICT, regardless of how the "other insurance" provisions may read. The CONSULTANT agrees to waive its rights of subrogation against the DISTRICT, and CONSULTANT's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

The Las Vegas Valley Water District, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed.

3. The DISTRICT shall also be named as an additional insured under the subcontractor's or subconsultant's insurance policies. Any deviation from the required insurance requirements will need to be approved by the DISTRICT in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of the CONSULTANT's or subcontractor's or subconsultant's liability for claims arising out of this Agreement. CONSULTANT and subcontractor or subconsultant shall be responsible for insuring all of its own personal property, tools and equipment.
4. If the CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, the DISTRICT shall have the right, if the DISTRICT so chooses, to procure and maintain the required insurance in the name of the CONSULTANT with the DISTRICT as an additional named insured. The CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event the CONSULTANT fails to pay the cost, the DISTRICT has the right to set off any sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.
5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of the DISTRICT.

(b) Evidence of Insurance

1. CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.
2. Within 10 working days after the Effective Date, the CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of the DISTRICT, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement.
3. Renewal certificates shall be provided to the DISTRICT not later than 15 days prior to the expiration of policy coverage.
4. All insurance policies shall require the insurer to provide a minimum of sixty (60) calendar days' prior notice to the DISTRICT for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide thirty (30) days' prior notice.

(c) Insurance Coverages:

1. Commercial General Liability Insurance:

CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

2. Business Automobile Insurance:

CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

3. Workers Compensation & Employers Liability Insurance: CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is

payable. In addition, the insurance the CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist. In the event the CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, the CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

4. Professional Liability Insurance:

CONSULTANT shall maintain professional liability insurance applicable to the CONSULTANT's Services or Work as set forth in this Agreement, with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two (2) years after completion of the CONSULTANT's Work as set forth in this Agreement.

5. Cyber and Technology Liability Insurance:

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

16. TERMINATION:

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

17. REVIEWS:

- (a) The CONSULTANT shall submit draft reports and other materials for review by the DISTRICT prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.
- (b) The DISTRICT will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within ten (10) working days after receipt of the submission package, and the package will be returned to the CONSULTANT. Corrections and changes to the submission will be made by the CONSULTANT and resubmitted to the DISTRICT for approval within ten (10) working days after receipt. The final approval will be submitted to the CONSULTANT within five (5) working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

18. RELEASE OF INFORMATION:

The CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by the DISTRICT prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to the DISTRICT. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

19. USE OF MATERIALS:

- (a) The DISTRICT shall make available to the CONSULTANT such materials from its files as may be required by the CONSULTANT in connection with its performance of Services under this Agreement. Such materials shall remain the property of the DISTRICT while in the CONSULTANT's possession.
- (b) Upon termination of this Agreement, the CONSULTANT shall turn over to the DISTRICT any property of the DISTRICT in its possession and any calculations, notes, reports, or other materials prepared by the CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of the CONSULTANT used to execute the Work shall remain the property of the CONSULTANT.

20. DATA PRIVACY AND SECURITY:

- (a) Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.
- (b) CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.
- (c) CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.
- (d) CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- (e) CONSULTANT agrees to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

21. RECORDS:

The CONSULTANT shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this Agreement, and shall make available to the DISTRICT for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

22. ASSIGNMENT:

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

23. MODIFICATION OF AGREEMENT:

This Agreement may not be changed or modified except by written instrument executed by each Party or their designees.

24. SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

25. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- (a) The CONSULTANT and any subcontractor or subconsultant working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

- (b) CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the DISTRICT may declare the CONSULTANT in breach of the Agreement, terminate the Agreement, and designate the CONSULTANT as non-responsible.

26. EQUAL EMPLOYMENT OPPORTUNITY:

- (a) The CONSULTANT and any subcontractor or subconsultant working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, the CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.
- (b) The CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the DISTRICT upon the DISTRICT's request. The CONSULTANT is solely liable for failure to comply with this provision.

27. APPLICABLE LAW:

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

28. VENUE:

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

29. ATTORNEY'S FEES:

In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred.

30. NO THIRD PARTY RIGHTS:

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

31. WAIVER:

The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

32. CAPTIONS:

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

33. COUNTERPARTS:

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

34. INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

35. NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind the CONSULTANT or DISTRICT, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:

CA Group, Inc.
2785 S Rainbow Blvd, Suite 100
Las Vegas, NV 89146-4008
Attention: James Caviola
james.caviola@c-agroup.com

To DISTRICT:

Las Vegas Valley Water District
Attention: Ryan Pearson
P.O Box 99956
Las Vegas, Nevada 89192-9956
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 (3) business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

36. ELECTRONIC SIGNATURES:

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

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

C.A. GROUP, INC.

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF BASIC SERVICES

INTRODUCTION

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

PROJECT DESCRIPTION

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

During May of 2017, CA Group was notified that the LVVWD was interested in funding the replacement of the existing 16-Inch waterline main line and replacement of existing varying size ACP water mains, replacement of water vaults and meters within the project limits with new smaller diameter PVC water main. This Exhibit A, Scope of Service, includes all the engineering services required to add the waterline and replacement to the Project construction documents.

TASK 200 PRELIMINARY AND GENERAL ITEMS

200.1 Water Line Project Management

Consultant shall:

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

200.2 Progress Meetings

Consultant shall:

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

200.3 Utility and Entity Coordination

Consultant shall:

- Conduct a detailed field review and site inventory of the Project area to visually determine the presence of buried and overhead utilities.

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

200.4 NDOT Encroachment Permit

- Prepare the forms, drawings and documents needed and requested by NDOT forissuance of an NDOT occupancy permit for the Sahara Ave intersection.
- Submit the necessary documents including color coded plans to both NDOT and theLVVWD. The NDOT occupancy permit application documents will require LVVWD approval prior to the Consultant submitting to NDOT for review and approval. LVVWD will sign the application.
- Address comments received from the LVVWD and NDOT and revise documentsaccordingly.
- Incorporate the conditions outlined in the NDOT occupancy permit into relevantsections of the Special Provisions.
- Any permit fees will be the responsibility of the LVVWD and are not part of theConsultant fee.

Geotechnical Investigation and Report

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

TASK 300 70% DESIGN PHASE SERVICES

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

- 16-Inch waterline Sahara Ave to Charleston 16-Inch waterline Connection at Cincinnati Ave
- 12-Inch waterline, Connection at Baltimore Ave8-Inch waterline, Connection at St Louis Ave
- Abandon Ex 8-Inch ACP north and south of St Louis Ave10-Inch and 8-Inch waterline, Connection at Oakey Blvd
- 8-Inch waterline, Connection at Wyoming Ave
- 8-Inch waterline, Connection at Park Paseo
- 12-Inch waterline reducer south of Charleston, Connection to 12-Inch

Scope included connection of fire hydrants, meters and replacement of meter vaults asrequired, and relocation of meters from conflict points.

300.1 70% Design Phase Submittal

Consultant shall:

- Design and prepare drawings, contract documents and specifications, bid schedule, and construction cost estimate broken out by funding source as required to reflect a 70% level of completion.
- Provide the Special Provisions, and Appendices for insertion into the Contract Documents.
- Prepare and furnish five (5) sets of 11"x17" 70% drawings and two (2) 24"x26" sets utilizing AutoCad accompanied with five (5) sets of Specifications for review and comments.

- Provide the following drawings that my consists, in whole or in part, of the following:
 - Utility Plan and Profiles.
 - Construction Details.

300.3 Utility (SUE) Pot Holes

Consultant shall:

Complete Quality Level A as further described herein. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of features.

- In areas identified where proposed waterline conflicts with existing utility, consult with the LVVWD to determine the need to and schedule to perform "potholing". The work shall include obtaining the necessary permits, providing traffic control, backfilling, compacting and surface restoration at a maximum of forty-five (45) locations.
- Perform the necessary location survey for the potholed areas.
- Incorporate gathered pothole information into design profiles as required to clearly identify the existing utility location.

TASK 400 90% DESIGN PHASE SERVICES

400.1 90% Design Phase Submittal

Consultant shall:

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

TASK 500 100% DESIGN PHASE SERVICES

500.1 100% Pre-Final Design Phase Submittal

Consultant shall:

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

500.2 100% Final Design Phase Submittal

Consultant shall:

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

TASK 600 CONSTRUCTION PHASE SERVICES

600.1 Construction Phase Services

Consultant shall:

- Attend construction progress meetings as necessary
- Review "shop drawings" and "submittals"; submittal reviews are limited to materials that are not already specified in

UDSCS and governed by the Approved Products List

- Provide written responses to the CITY which address the Contractor's "Request for Information" (RFI) including additional design as needed to address RFI's
- Assist the CITY with review and processing of construction change orders related to water facilities as needed.

RATES AND FEES

Preliminary	\$68,340
70% Design Phase	\$209,220
90% Design Phase	\$64,370
100% Design Phase	\$53,030
Construction Phase Services	\$36,975
SUBTOTAL	\$431,935
Contingency	<hr/> \$5,000
TOTAL	<hr/> \$436,935

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

July 6, 2021

Subject:

Oversized Main Extension Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve an oversized main extension agreement between Century Communities of Nevada, LLC, and the District for pipeline oversizing within the 2745 Pressure Zone for an amount not to exceed \$134,046.

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:

Century Communities of Nevada, LLC (Developer) has submitted water plans to install an offsite water main for a future development known as Moccasin Homestead Offsite Water (Project), within the District's 2745 Pressure Zone and located on Moccasin Road, east of Homestead Road, as generally shown on Exhibit A of the Oversized Main Extension Agreement, OVA 139219-A (Agreement). The Project requires the Developer to provide approximately 677 linear feet of 12-inch diameter pipeline. To plan for appropriate development of the District's distribution system, staff recommends that the 677 linear feet of 12-inch diameter pipeline in Moccasin Road be oversized to 24-inches in diameter.

If approved, the attached Agreement provides the terms and conditions for construction of the Project, as well as the payment to the Developer for the oversized pipeline, after the Developer obtains water plan approval.

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

JJE:DJR:MAD:ND:DO:kap
Attachments:
Disclosure, Agreement

AGENDA
ITEM #

3

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
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: 81						
Corporate/Business Entity Name: Century Communities of Nevada LLC						
(Include d.b.a., if applicable)						
Street Address:		6345 S Jones #400		Website: CenturyCommunities.com		
City, State and Zip Code:		Las Vegas, NV 89118		POC Name: Robert M Beville		
				Email: Robb.Beville@CenturyCommunities.com		
Telephone No:		702-730-4356		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
James Lippman	Director	
Robert Francescon	Director	
Dale Francescon	Director	
Keith Guericke	Director	

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.)

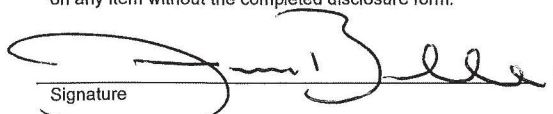
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

☐ 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

Robert M Beville
 Print Name

6/15/2021
 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:

Michael A.
Dishari, P.E.

Digitally signed by
Michael A. Dishari, P.E.
Date: 2021.06.15
16:08:28 -07'00'

Signature

Michael A. Dishari, P.E.
Print Name
Authorized Department Representative

**OVERSIZED MAIN EXTENSION AGREEMENT
OVA 139219-A**

This Oversized Main Extension Agreement (“Agreement”), is entered into as of the Effective Date, by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called “District”, and Century Communities of Nevada, LLC, a Delaware limited liability company, whose principal place of business is 6345 South Jones Boulevard, Suite 400, Las Vegas, Nevada 89118-3334, hereinafter called “Developer”. District and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

WHEREAS, the Developer is the owner of property generally located on Moccasin Road, east of Homestead Road, and further referenced as Clark County Assessor’s Parcel Numbers 125-05-503-001 and 125-05-503 002 (“Property”);

WHEREAS, the Developer is engaged in the development of the Property and is desirous of installing water facilities to the Property;

WHEREAS, the District is willing to permit the installation of water facilities with the understanding that there is no commitment for future water service granted under this Agreement;

WHEREAS, the District is desirous of oversizing a portion of the Developer required pipeline to provide for the orderly development of the District’s distribution system;

WHEREAS, the Developer is desirous of designing, at its sole cost, and constructing, at its initial sole cost, the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances from the main to the point where the water being delivered leave the piping owned by the District (“Water Facilities”) shown on the plan(s) entitled:

Moccasin Homestead Offsite Water

Moccasin Road Sta 10+00 through 18+00 (WT-01 & WT-02)

(the “Project”) for the purpose of providing water service of adequate pressure and quantity to said real property and development other than that described herein, such developments shall not receive a water commitment from the District by virtue of the construction of the Project;

WHEREAS, the District is willing to accept the title to and the maintenance and operation of the Project pursuant to its Service Rules, as adopted by its Board of Directors (“Board”), and in effect upon completion of the construction of the Project;

WHEREAS, the Developer has elected to privately bid the Project for construction, in accordance with NRS 338.0115; and

WHEREAS, the Developer must execute this Agreement and return to the District on or before: July 28, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herein.
2. Developer-Required Pipeline Diameter.
 - a. The Developer shall install the oversized 24-inch main and appurtenances at their sole cost and expense and where the District is participant in the expenses as stated in Section 4 of this Agreement.
 - b. The District may reserve capacity in the Project for development other than described herein.
3. Project Design.
 - a. Developer will have prepared, at its sole cost and expense, and not reimbursable by the District, the design for the construction of the Project, including all addenda required before, during, and through the acceptance of the Project by the District.
 - b. The design shall comply with District standards, requirements, and the plan(s) as approved by the District, and in conformance with the Uniform Design and Construction Standards (UDACS).
 - c. The Developer shall ensure that all Water Facilities shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any Water Facilities are located within those areas either inadvertently or otherwise, the Developer shall cause such Water Facilities to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with District's requirements, or shall reimburse the District for the cost

of relocating said Water Facilities. If extraordinary conditions exist that would prevent compliance with this requirement, Developer may submit to the District a written request for a waiver of this requirement pursuant to the District's Service Rules.

4. Oversizing Refund.

- a. The District shall refund to Developer the sum of One Hundred Twenty-One Thousand Eight Hundred Sixty and no/100 dollars (\$121,860.00) or such other amount as will conform with the actual lineal feet of oversized water main(s) constructed by the Developer and the District cost participation schedule as stated in the District's Service Rules in force on the Effective Date. The refund will be made upon:
 - i. The District's acceptance of the Water Facilities; and
 - ii. The District's receipt of a Bill of Sale.

5. Connection Charges.

- a. Frontage Connection Charges. Upon receipt of Frontage Connection Charges from others, the District shall refund to the Developer all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Twenty-Two Thousand Seven Hundred Eighty and No/100 dollars (\$22,780.00) or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the Developer.

6. Construction.

- a. Developer shall construct the Project:
 - i. At the Developer's sole cost and expense, subject to refunding as detailed in this Agreement;
 - ii. During normal working hours and days for the District;
 - iii. Designed in accordance with this Agreement, the approved Project plans and all provisions of the District's Service Rules that are in force and effect on the Effective Date;

- iv. Furnishing all necessary materials, labor, equipment, and services therefor;
and
 - v. Subject to inspection by an authorized representative of the District at the sole cost and expense of the District, except as agreed in accordance with this Agreement.
- b. The work under this Project shall be performed in front of and inspected by the District and notified sufficiently in advance of any work to be undertaken, in order that necessary inspection can be arranged at times specified by the District.
 - c. Construction of the Project shall not commence prior to approval by the District of the design drawings for the Project.
 - d. Construction water may be provided through metered fire hydrants in accordance with the District's Service Rules.
 - e. The Developer shall pay all necessary design and construction costs for dust mitigation measures associated with construction of the Project, as required by Clark County Department of Air Quality and its requirements. The Developer's dust mitigation measures shall be acceptable to the Clark County Department of Air Quality and reasonably acceptable to the District. If the Developer's dust mitigation measures are not acceptable to either the Clark County Department of Air Quality or are not reasonably acceptable to the District, the Developer shall revise its dust mitigation measures, at the Developer's sole cost, to meet the Clark County Department of Air Quality's requirements and the District's reasonable requirements.
 - f. The Developer, at the Developer's sole cost and expense, shall disinfect and pressure test all Water Facilities to the satisfaction of the District and the health authorities having jurisdiction.
 - g. Connections to existing mains shall be made only in the presence of an authorized representative of the District and at the times specified by the District.
 - h. The Developer shall notify the District sufficiently in advance as noted in the approved Project plans of any work to be undertaken, in order that necessary inspection can be arranged. The Developer shall reimburse the District for all direct and indirect costs that the District incurred in the inspection of the construction of

the Project when construction work is performed outside the District's normal working hours and days.

- i. The Developer is fully responsible for ensuring no harm comes to any tortoises found on the work site. Tortoises will not be intentionally killed, harmed, or taken for private use. In the event a desert tortoise is encountered on the Work Site, the Developer shall temporarily cease construction operations at location of tortoise and call the Clark County Pick-up Service at (702) 593-9027.

7. Easements.

- a. The Developer shall provide to the District, at no cost to the District, easements, in a form satisfactory to the District, where Water Facilities are approved to be installed in other than dedicated streets or alleys.
- b. Said easements shall conform to the requirements as indicated on the approved water plan and be perpetual.
- c. The easements shall provide that:
 - i. No buildings, structures, trees, shrubs, or other improvements which would interfere with District use of the Water Facilities can be placed within the easement(s)'s boundaries;
 - ii. The District will have the right to operate, maintain, repair, replace, and/or change the size and/or number of Water Facilities;
 - iii. Provide proper access to all parts of the easement by District forces and equipment; and
 - iv. The property owner agrees to pay any and all costs incurred by the District to make and/or maintain said easements accessible to the District.
- d. The District may permit, in the District's sole discretion, that other utility lines can be installed in said easement, so long as the other utility lines do not interfere with the District's use of the easement, and are in compliance with state laws and regulations.

8. Bill of Sale. Developer shall convey all rights, title, and interest in the Project to the District by furnishing a Bill of Sale to the District, on a form provided by the District, after completion of the construction of the work and the acceptance of the work by the District.

9. Liens. Upon completion of the Project, Developer shall certify in writing to the District that the Project will be free of liens and other encumbrances within thirty (30) days of receipt of the unexecuted Bill of Sale from the District.
10. Warranty. Should any defective material or workmanship affecting the Project be discovered within one year of the date of completion and acceptance of the Project by the District, the Developer shall immediately cause the defect to be corrected, or shall reimburse the District for its cost to correct said defect. For the purpose of this Agreement, any leak or break in the Water Facilities, or any pavement settlement or failure shall be considered conclusive evidence of defective materials and/or workmanship. Any correction actions shall themselves be warranted for a one-year period from the date of correction. If the Developer fails to reimburse District for cost of repairs, subsequent projects will not be approved until all reimbursements are paid.
11. District Ownership. After the District's receipt of the Bill of Sale, the Project shall be and shall remain the exclusive property of the District, which the District will maintain and operate after receipt of the Bill of Sale, in accordance with the District's Service Rules in effect on the date of this Agreement, or as they may be amended from time to time. The District retains the right to alter or modify the function or design of the Project after completion.
12. Water Quality. The Water Facilities installed under this Agreement, once disinfected and tested to the satisfaction of the District and once connected to existing District facilities, must maintain established water quality standards throughout the installed system and through the time of acceptance of facilities by the District. Should the District determine that water quality standards are not being maintained following the connection of the approved facilities to the District's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the Developer.
13. No Water Commitment.
 - a. No real property shall receive a water commitment from the District by virtue of the design and construction of the Project. Nothing in this Agreement or any actions taken pursuant to this Agreement shall commit water service to any property.

- b. This Agreement does not grant the Developer any property right in water service to any of the Developer's property. Water service and water connections are governed by the District's Service Rules in effect at the time the application is made for water service or a water connection and can only be granted if the application conforms to the then existing District Service Rules, and if the District has capacity in both the Project and in its water system such that water service or a water connection will not damage or reduce service to other customers of the District.
- c. Until such time as a complete service connection is approved by the District and the Developer obtains a water commitment, no water may be taken from the Water Facilities.
- d. In the event that a portion of the Water Facilities are constructed but this Agreement terminates in accordance with its terms, the Property shall have no water commitment by virtue of the installation of the Water Facilities. Requests for future use of the Water Facilities, if the Water Facilities are retained in place, may require that the Developer obtain a new water commitment before the facilities can be utilized.

14. Water Delivery.

- a. All water delivered through service connections will be metered, and the Developer is responsible for all monthly bills for such water calculated at the current rate for metered construction water until such time as the first occupant activates the water service account with the District's Customer Service Division.
- b. If the District discovers that water is being taken through an unmetered service connection, the Developer shall pay, within twenty-four (24) days from the billing date, the District's bill for estimated quantities of water taken, as determined solely and exclusively by the District. The Developer understands that payment under this section does not act as a defense to any criminal violations he may be charged with for the taking of water.
- c. At such time as the District accepts and approves an application for water service to said real property, the Developer will be required to pay all applicable fees, charges and deposits in accordance with the Service Rules that are in effect at the time the application for water service is approved.

- d. The Developer or its successors and assigns will make a separate application for water service from the Water Facilities in accordance with the District's Service Rules in effect at that time.

15. Water Conservation Requirements. Developer shall require that the Property shall require the use of smart irrigation controllers bearing the US EPA WaterSense label for the irrigation of any turf or landscaping. A “smart irrigation controller” is an irrigation controller or timer that has built-in water efficiency features including a sensor to adjust to the optimal irrigation run time based on the local weather, historical weather, soil, and evaporation conditions. In large applications where WaterSense labeled products are not reasonably available, systems must create or modify irrigation schedules based on evapotranspiration (ET) principles by one or more of the following methods:

- a. Storing historical crop Evapotranspiration (ETc) data characteristics of the site and modifying these data with an onsite sensor;
- b. Using onsite weather sensors as a basis for calculating real time ETc;
- c. Using a central weather station as a basis for ETc calculations and transmitting the data to individual controllers from remote sites; or
- d. Using onsite weather sensors.

Developer shall require the water conservation requirements be binding upon all successors and assigns in perpetuity. Developer shall further require that these water conservation requirements be included in any deed or other written instrument affecting title to the Property, with that deed or other written instrument being recorded with the Clark County Recorder.

16. Compliance with All Laws and Regulations.

- a. The Developer shall comply and require that its engineer and contractor comply with all provisions of the District's Service Rules that are in force and effect on the Effective Date, as they may pertain to the Water Facilities, and service connections audits for billing.
- b. The Developer and its officers, employees, agents, contractors, licensees or invitees, at no cost to the District, shall at all times comply with all applicable laws, ordinances, statutes, rules, acts or regulations in effect or that become in effect during the time work is performed under this Agreement, including but not limited

to those laws outlined by the Endangered Species Act of 1973, and the Clark County Desert Conservation Plan, August 1, 1995.

17. Indemnification and Hold Harmless.

- a. The Developer shall indemnify, defend and hold the District, its directors, officers, employees and related entities (collectively the "District Parties") harmless from any and all claims, demands, liens, actions, damages, costs, expenses, and attorneys' fees based upon or arising out of alleged acts or omissions of the Developer or its officers, employees, agents, contractors, licensees or invitees in connection with the design, construction and installation of the Project. Regardless of the foregoing, the Developer shall not be required to indemnify the District Parties for negligent acts of the District Parties.
- b. The Developer shall indemnify, defend and hold the District Parties harmless from all damage or injury that may be caused on any property by trespass of the Developer's officers, employees, agents, contractors, licensees, or invitees whether the said trespass was committed with or without the consent or knowledge of the Developer.
- c. The Developer shall include in its separate contract(s) with its engineer the requirement that the Developer's engineer indemnify, defend and hold the District Parties harmless from any and all claims, demands, liens, actions, damages, costs, expenses, and attorneys' fees based upon or arising out of alleged acts or omissions of the engineer or its officers, employees, agents, contractors, licensees or invitees during the design and construction of the Project. Regardless of the foregoing, the Developer's engineer shall not be required to indemnify the District Parties for negligent acts of the District Parties.
- d. The Developer shall include in its separate contract with its contractor the requirement that the Developer's contractor indemnify, defend and hold the District Parties harmless from any and all claims, demands, liens, actions, damages, costs, expenses, and attorneys' fees based upon or arising out of alleged acts or omissions of the contractor or its officers, employees, agents, contractors, licensees or invitees during the construction of the Project. Regardless of the foregoing, the Developer's

contractor shall not be required to indemnify the District Parties for negligent acts of the District Parties.

- e. The Developer shall cause the District Parties to be immune for any breach of this Agreement caused by an incorrect date being produced, calculated, or generated by a computer or other information system that is owned or operated by the District Parties, regardless of the cause of the error (reference NRS 41.0321).

18. Termination/Abandonment.

- a. This Agreement shall automatically terminate if:
 - i. The construction of the Project is not started within one year from the date of District approval of construction drawings;
 - ii. If active construction work is discontinued for a period of one year; or
 - iii. If the construction is commenced with said one-year period but is not diligently prosecuted to completion within two years from the date of plan approval.

Termination for failure to diligently prosecute shall occur upon the District's written notice that the Developer has not followed the conditions of this Agreement.

- b. If this Agreement terminates in accordance with this Agreement, and the Project is providing water service to any District customers, then right, title and interest of all or any portion of the Project, as determined solely and exclusively by the District, shall become the exclusive property of the District for the District to use, modify, or to dispose of as the District deems appropriate.
- c. Noncompliance or violation of the District's Service Rules or any provision of this Agreement by Developer or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to revoke construction approval of the Water Facilities and terminate this Agreement without challenge by Developer and without liability for any damages caused by said revocation.
- d. In the event of the Developer's abandonment or cessation of construction of the water Facilities for one year, any prepaid installation fees and other charges paid to the District may be used by the District to pursue completion of all or part of the Water Facilities as provided in the District's Service Rules.

19. Effective Date. The effective date of this Agreement is the date that the Agreement is executed by the District's General Manager or its designee.
20. Confidentiality and Release of Information.
 - a. Through the term of this Agreement, a Party may furnish the other Party with information that the disclosing Party has independently determined to be confidential under Nevada law and that disclosing Party will label "Confidential Information". "Confidential Information" means confidential and proprietary information of the disclosing Party that is disclosed to the receiving Party 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 disclosing Party to the receiving Party within 30 calendar days of the disclosure.
 - b. Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of the receiving Party; (2) the receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the disclosing Party; (3) is independently developed by the receiving Party without the use of any Confidential Information; or (4) the receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.
 - c. The Parties recognize the District's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter the District's duties thereunder or to require the District to do, or refrain from doing, anything contrary to the Nevada Public Records Act. The District's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" by the Developer is confidential or is a public record, pursuant to the Nevada Public Records Act. If the District's Office of General Counsel determines that any document or record supplied by the Developer and marked "confidential" is determined to be a public record, the District may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to the Developer. Upon receipt of any request for the Developer's Confidential Information, this Agreement, or any part thereof, the District will promptly forward

the request to the Developer and work with the Developer in good faith to minimize the extent of the disclosure to the extent requested by the Developer and permitted by the Nevada Public Records Act. The District shall not be required to expend funds in conjunction with working with the Developer regarding the disclosure.

- d. The Developer shall make public information releases relating to the Project only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by the District prior to release. Such information shall include, but is not limited to, all products, intellectual property, work product, ideas, data, reports, background materials, and any and all other materials belonging to the District. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

21. Use of Materials.

- a. The District shall make available to the Developer such materials from its files as may be required by the Developer in connection with the design and construction of the Project. Such materials shall remain the property of the District while in the Developer's possession.
- b. Upon completion or termination of this Agreement, the Developer shall turn over and ensure that its contractor returns to the District any property of the District in the possession of the Developer or its designer or its contractor as applicable.

22. Records. The Developer shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this Agreement and shall make available to the District for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

23. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their successors and assigns. To assure District recognition of an assignment from one developer/owner to another, the Developer shall complete a

District provided assignment form should and return a fully executed duplicate original to the District. Failure to provide the executed assignment to the District renders the assignment void and not merely voidable.

24. Severability. If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.
25. Non-Discriminatory Employee Practices and Equal Employment Opportunity. In connection to the subject matter of this Agreement:
 - a. The Developer, its engineer, its contractor, and any subcontractor(s), who is responsible for the selection, referral, hiring, or assignment of workers in constructing the District Project, are 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, including the Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, sexual orientation, age, or national origin.
 - b. The Developer recognizes that if it, its contractor, or any subcontractor(s) working on the construction of the Project is found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the District may declare the Developer in breach of the Agreement, terminate the Agreement, and designate the Developer as non-responsible.

- c. The Developer shall make and ensure that its contractor makes all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the District upon the District's request. The Developer is solely liable for failure to comply with this provision.
26. No Joint Venture. Nothing herein shall be construed to imply a joint venture, an employer and employee relationship, or principal and agent relationship.
27. Applicable Law. Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.
28. 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.
29. Venue. The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.
30. Attorney's Fees. In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable attorneys' fees and costs incurred.
31. No Third-Party Rights. This Agreement is not intended by the Parties to create any right in or benefit to parties other than the District and the Developer. This Agreement does not create any third-party beneficiary rights or causes of action.
32. Waiver. The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.
33. Authority to Execute. Each Party hereto warrants to the other that it, and its signatory hereunder, is duly authorized and empowered to execute this Agreement and to bind said Party to the terms of this Agreement.
34. Recording. This Agreement may be recorded by the District with the Clark County Recorder's Office.
35. Captions. The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

36. Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.
37. Integration. This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.
38. Notices. Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind the Developer or the 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 Developer: Century Communities of Nevada, LLC
Attention: Robert Beville
6345 South Jones Blvd.
Las Vegas, NV 89118-3334
Robb.Beville@centurycommunities.com

To District: Las Vegas Valley Water District
Attention: Michael A. Dishari, P.E.
1001 South Valley View Blvd., MS 610
Las Vegas, NV 89153
Michael.dishari@lvvwd.com

With copy to: Las Vegas Valley Water District
Attention: General Counsel
1001 South Valley View Blvd., MS 480
Las Vegas, NV 89153
generalcounsel@lvvwd.com

When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

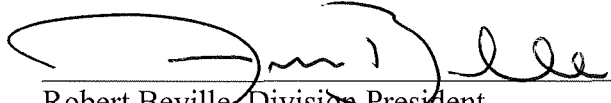
39. Amendment. This Agreement and its Exhibits contain the entire agreement between the Parties and this Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each Party.
40. Electronic Signatures. Each 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 Developer has executed this Agreement on the 15 day of JUNE, 2021.

DEVELOPER:

Century Communities of Nevada, LLC

By: Century Communities, Inc., Managing Member

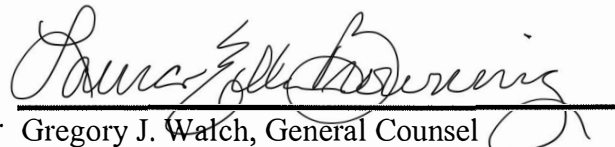


Robert Beville, Division President

THIS AGREEMENT shall be in full force and effect as of the ____ day of _____, 2021 when it was duly signed by the Las Vegas Valley Water District.

APPROVED AS TO FORM:

LAS VEGAS VALLEY WATER DISTRICT

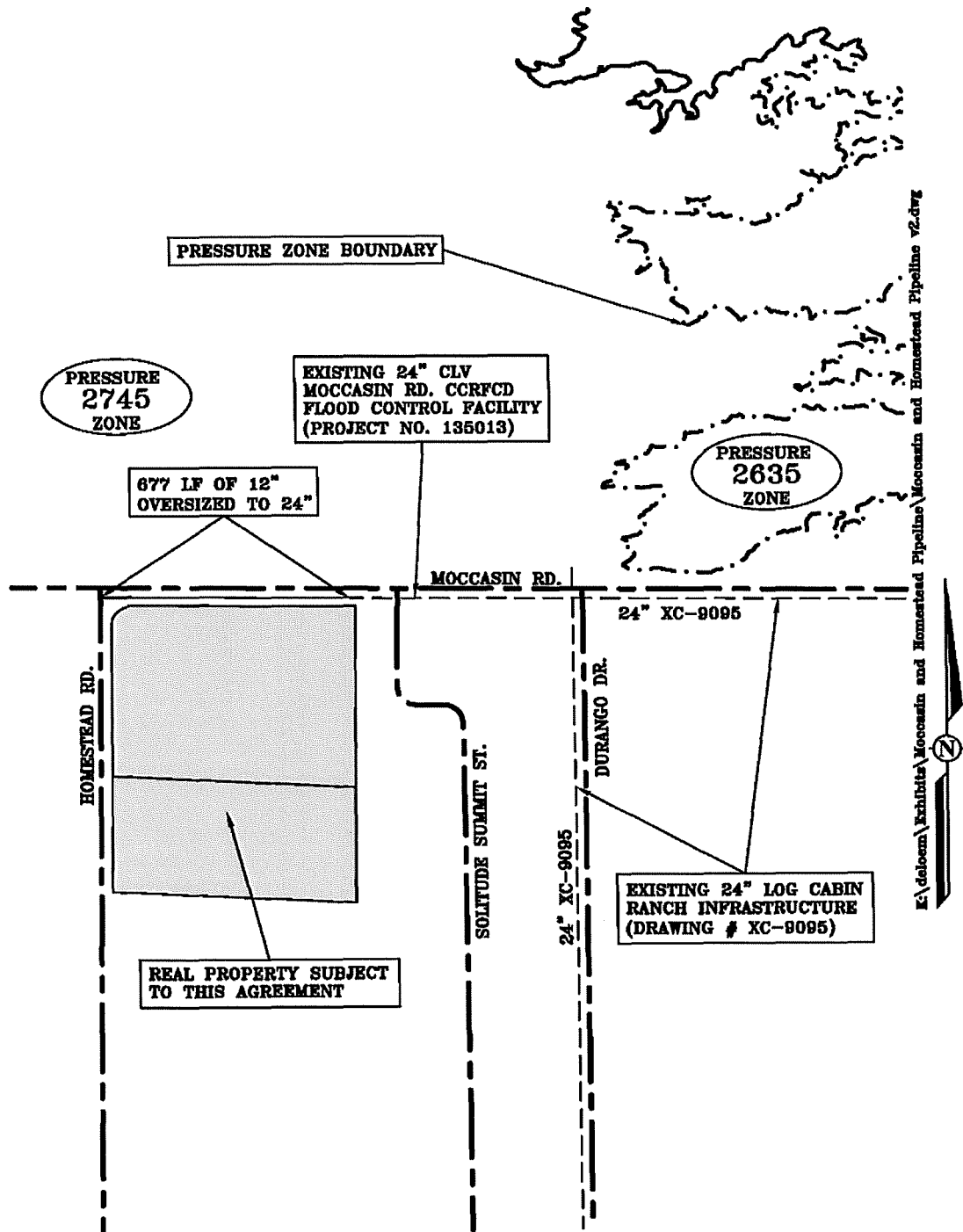


for Gregory J. Walch, General Counsel

Marilyn Kirkpatrick, President, Board of Directors

EXHIBIT A

Century Communities of Nevada, LLC
Moccasin Homestead Offsite Water
LVVWD Project No. 139219



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

July 6, 2021

Subject:

Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors award a contract to construct the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station to MMC, Inc., for the amount of \$32,980,417, authorize a change order contingency amount not to exceed \$1,600,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:

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

Background:

Contract No. C1481, Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station (Contract) is for construction of a 5-million-gallon reinforced concrete reservoir, a 38-million-gallons-per-day pumping station and building, electrical and operations building, disinfection building, and all appurtenant components for a fully functioning reservoir and pumping station located as generally shown on Attachment A.

Sealed bids were received and publicly opened on May 25, 2021. A tabulation of the bids received is listed below:

MMC, Inc.	\$32,980,417
Sletten Construction of Nevada, Inc.	\$37,876,000
Mountain Cascade of Nevada dba Harber Company, Inc.	\$44,425,000

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

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

JJE:DJR:PJJ:SO:evw

Attachments:

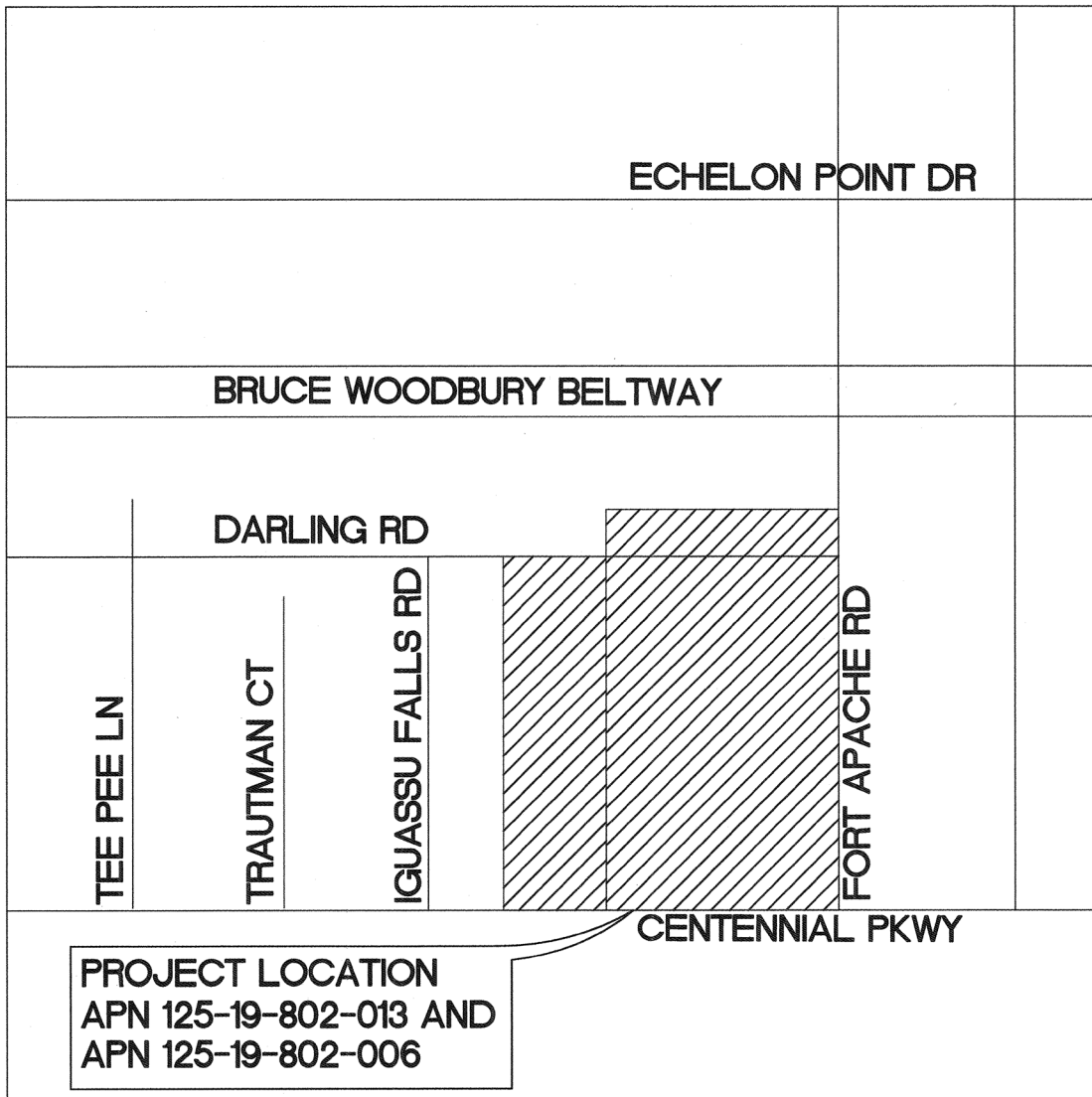
Attachment A, Disclosure, Agreement

AGENDA
ITEM #

4

**LVVWD BOARD OF DIRECTORS
AGENDA ITEM**

**CONTRACT NO. C1481
CENTENNIAL 2635 ZONE RESERVOIR AND
2745 ZONE PUMPING STATION**



VICINITY MAP
NOT TO SCALE



Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	49
Corporate/Business Entity Name:	MMC, Inc.
Doing Business As:	
Street Address:	6600 Amelia Earhart Ct., Suite B
City, State, and Zip Code	Las Vegas, Nevada 89119
Website:	www.nclasvegas.com/MMC
Contact Name:	Mark Urban
Contact Email:	murban@nclasvegas.com
Telephone No:	702-642-3332
Fax No:	702-642-9876

Nevada Local Business Information (if applicable)

Local Street Address:	
City, State, and Zip Code	, NV
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	
Fax No:	

Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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.

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.

No Ownership More than Five Percent (5%) Statement: <i>(if applicable)</i>

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	
--	---------------------------------------	--	-----------------------	--

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Greg J. Paulk	President	74
Brady W. Stevens	Secretary/ Treasurer	11.5

DISCLOSURE OF RELATIONSHIPS

Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

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

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

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

Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

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

Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

Signer Name:	Mark Urban
Signer Title:	Vice President
Signer Email:	murban@nclasvegas.com
Signed Date:	2021-05-26

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

Chetan Champaneri

Signature

Senior Purchasing Analyst

Print Name/Title

5/26/2021

Date

AGREEMENT

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

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

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: CENTENNIAL 2635 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION

Contract No: C1481

Public Works Project Identifying Number: CL-2021-323

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

- i. Bidder Statement of Authority to Submit Bid Form and accompanying Documents,
- j. Bid Form
- k. Bonds
- l. Instructions to Bidders
- m. Invitation to Bid and Legal Notice
- n. Notice of Award
- o. Final Notice to Proceed

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

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this
26 day of May, 2021.

CONTRACTOR'S NAME

MMC, Inc.

By: 
Signatory Empowered to Bind Contractor

Mark Urban
Type or Print Name

Vice President
Official Title

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

LAS VEGAS VALLEY WATER DISTRICT

By: _____
John J. Entsminger
General Manager

Approved as to Form:


Attorney for Las Vegas Valley Water District

END OF DOCUMENT

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

July 06, 2021

Subject:

Reject Bid and Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors reject the bid from Harber Company, Inc., dba Mountain Cascade of Nevada, and award a contract to construct the 4125 Zone Pumping Station to J.A. Tiberti Construction Company, Inc., for the amount of \$13,262,727, authorize a change order contingency amount not to exceed \$1,230,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:

If the above recommendation is approved, the District will utilize \$15,000,000 in developer contribution funds from The Howard Hughes Company, LLC, to pay for this Contract.

Background:

On October 6, 2020, the Board of Directors approved an agreement for construction of the 4125 Zone Pumping Station (Agreement) between The Howard Hughes Company, LLC (HHC), and the District. Under the terms of that Agreement, the District will receive developer contribution funds from HHC to pay for construction.

Contract No. C1547, 4125 Zone Pumping Station (Contract) is for the construction of a 12.9-million-gallon-per-day indoor pumping station with four vertical turbine pumps, a bridge crane, and discharge piping for two pressure zones, located as generally shown on Attachment A.

Sealed bids were received and publicly opened on June 2, 2021. A tabulation of the bids received is listed below:

Harber Company, Inc., dba Mountain Cascade of Nevada	\$12,414,462
J.A. Tiberti Construction Company, Inc.	\$13,262,727
MMC, Inc.	\$14,243,337

Staff recommends that the bid submitted by Harber Company, Inc., dba Mountain Cascade of Nevada, be disqualified as it failed to list First-Tier Subcontractors for certain aspects of the work on Document 00 43 36, Two Hour Subcontractor Information form, as required by NRS 338.141. No formal protest to this disqualification was received. The J.A Tiberti Construction Company, Inc. (Tiberti), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for Tiberti to accept and agree to all Contract terms. Tiberti is a Nevada corporation located in Las Vegas, Nevada.

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

JJE:DJR:PJJ:SO:MD:SP:evw

Attachments:

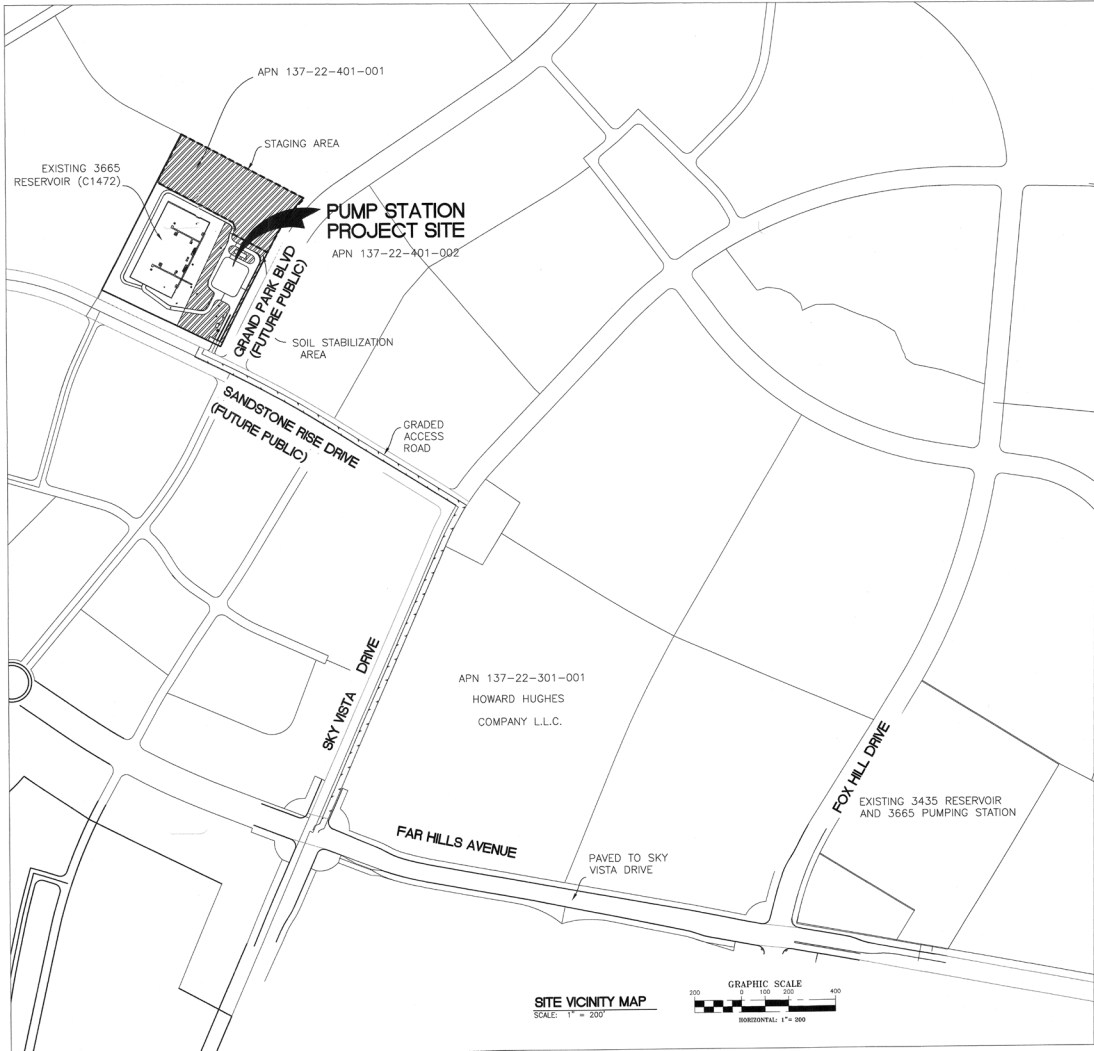
Attachment A, Disclosure, Agreement

AGENDA
ITEM #

5

**LVVWD/SNWA BOARD OF DIRECTORS
AGENDA ITEM**

**CONTRACT NO. C1547
4125 ZONE PUMPING STATION**





Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	18
Corporate/Business Entity Name:	J.A. Tiberti Construction Co., Inc.
Doing Business As:	
Street Address:	1806 Industrial Rd.
City, State, and Zip Code	Las Vegas, NV 89102
Website:	www.tiberti.com
Contact Name:	Mark C. Maffey
Contact Email:	mmaffey@tiberti.com
Telephone No:	7023827071
Fax No:	7023825361

Nevada Local Business Information (if applicable)

Local Street Address:	
City, State, and Zip Code	, NV
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	
Fax No:	

Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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.

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.

No Ownership More than Five Percent (5%) Statement: <i>(if applicable)</i>

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	
--	---------------------------------------	--	-----------------------	--

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Laura Liza Tiberti	Director	25
Mary Andra Tiberti Maffey	Director	25
Renaldo Milan Tiberti	Director	25
Mario Anthony Tiberti	Director	25

DISCLOSURE OF RELATIONSHIPS

Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

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

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

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

Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

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

Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

Signer Name:	Mark C. Maffey
Signer Title:	Vice President
Signer Email:	mmaffey@tiberti.com
Signed Date:	2021-06-09

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

Chetan Champaneri
Signature

Chetan Champaneri/Senior Purchasing Analyst
Print Name/Title

6/9/2021
Date

DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and J.A. Tiberti Construction Co., Inc.

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

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: 4125 Zone Pumping Station

Contract No: C1547

Public Works Project Identifying Number: CL-2021-350
2. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
4. For performing all Work and furnishing materials and labor necessary thereto, Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
 - a. Addenda
 - b. General Requirements
 - c. Supplementary Conditions
 - d. General Conditions
 - e. Agreement
 - f. Drawings
 - g. Technical Specifications
 - h. Permits
 - i. Bidder Statement of Authority to Submit Bid Form and accompanying Documents, including without limitation, Affidavit Pertaining to Preference Eligibility

- j. Bid Form
- k. Bonds
- l. Instructions to Bidders
- m. Invitation to Bid and Legal Notice
- n. Notice of Award
- o. Final Notice to Proceed

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

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this 9 day of June, 2021.

CONTRACTOR'S NAME

J.A. Tiberti Construction Co., Inc.

By:

Signatory Empowered to Bind Contractor

PAUL T. MAFFEY

Type or Print Name

President

Official Title

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

LAS VEGAS VALLEY WATER DISTRICT

By:

John J. Entsminger
General Manager

Approved as to Form:



Attorney for Las Vegas Valley Water District

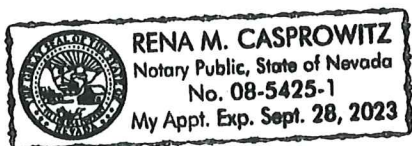
END OF DOCUMENT

NOTARIAL ACKNOWLEDGEMENT

State of NEVADA

County of CLARK

On the 9th day of June in the year 2021, before me
personally appeared Paul J. Maffey known to me to be the
President of J.A. Tiberti Construction Company, Inc.



Rena M. Casprowitz
Rena M. Casprowitz

My commission expires September 28, 2023

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

July 6, 2021

Subject:

Business Impact Statement

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors determine that the proposed changes to the Blue Diamond Water System's Service Rules affecting service charges and water rates are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; consider and approve the attached Business Impact Statement; and direct staff to set a public hearing for possible adoption of the proposed changes for August 3, 2021.

Fiscal Impact:

None by approval of the above recommendation.

Background:

The District has owned and operated the Blue Diamond Water System (BDWS) since 1992. Since that time, BDWS water rates have not been adjusted, as it has been a financially self-sustaining water system able to pay for system maintenance, operation and upgrades through existing customer rates.

Over the next five years, the District plans to complete approximately \$10 million in capital improvements to the BDWS, including pipeline replacement, construction of a new pumping station and storage tanks, and installation of a back-up groundwater well. While it is anticipated that federal and state grant funding will be sufficient to cover construction project costs, a rate increase is necessary to establish a reserve fund for the long-term maintenance of new water system components, to continue funding daily system operations, and to fund water conservation programs for Blue Diamond residents and businesses.

In April 2021, District staff conducted three informational public workshops to present proposed water rate structures and solicit feedback from the Blue Diamond community, with the intention to receive a recommendation from the Red Rock Citizens Advisory Committee (Committee) on its preferred rate scenario. At its regular meeting on May 26, 2021, the Committee recommended increases to the daily Service Charge and a 5-tier rate structure to be phased in between years 2022-2025 and tied to the Consumer Price Index each year thereafter.

On June 2, 2021, notice of the proposed changes to BDWS water rates was published in the *Review-Journal* and provided to approximately 30 local trade associations and interested parties pursuant to the Business Impact Statement (BIS) statutes set forth in NRS Chapter 237. The comment period ran through June 24, 2021. The comments received as a result of this notification, as well as anticipated impacts to businesses, were evaluated and are summarized within the attached BIS.

Based on the evaluation of public comments received during the BIS comment period, staff recommends that the Board of Directors find that the proposed BDWS Service Rule changes are not likely to present a direct and significant economic burden on, or directly restrict the formation, operation or expansion of a business. Staff further recommends that the Board approve the attached BIS and direct staff to set a public hearing for August 3, 2021, at 9:00 a.m. at the Clark County Government Center, Commission Chambers,

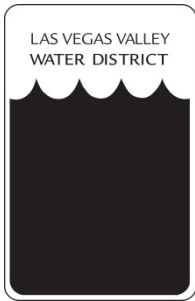
500 S. Grand Central Parkway, Las Vegas, Nevada, to consider and adopt the proposed changes to the BDWS Service Rules. If the proposed changes are approved at the public hearing, they will be effective January 1, 2022.

This action is authorized pursuant to NRS 237.030 through 237.150 and Sections 9(1), 9.2 and 16 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 agenda item.

JJE:EKB:AMB:KH:JB:mlt

Attachments:

BIS Report



BUSINESS IMPACT STATEMENT

LAS VEGAS VALLEY WATER DISTRICT

Summary of potential business impacts due to the proposed Blue Diamond Water System Service Rule changes affecting water rates and service charges.

EXECUTIVE SUMMARY

Nevada law requires that local governments develop a Business Impact Statement (BIS) to gather and evaluate financial information informing whether a proposed rule imposes a direct, significant economic burden on a business, or directly restricts the formation, operation or expansion of a business. The Las Vegas Valley Water District (District) is proposing changes to the Blue Diamond Water System (BDWS) Service Rules affecting water rates and service charges.

The District has owned and operated the BDWS since 1992. Since that time, customer water rates have been sufficient to pay for routine system maintenance and upgrades. As such, BDWS customer water rates have remained unchanged since 1992.

Over the next five years, the District plans to complete approximately \$10 million in capital improvements to the BDWS that will increase system efficiency and reliability, and increase storage and fire protection capacity. While federal and state grant funding will be sufficient to cover the construction costs of these projects, a rate increase is necessary to fund the long-term maintenance of new water system components, continue funding day-to-day system operations, and fund water conservation programs for Blue Diamond residents and businesses.

Prior to the rate adjustment being considered, Blue Diamond customers paid a flat rate of \$1.55 per thousand gallons of water consumed each month, regardless of how much water was used, plus a daily service charge. With local groundwater levels deteriorating, a tiered rate structure is being recommended to incentivize water conservation throughout the community. Additionally, a tiered rate structure is needed to be eligible for state funding and recommendations set forth in NRS 540.141(1)(h).

At its May 26, 2021 regular meeting, the Red Rock Citizens Advisory Committee (CAC) considered a series of proposed tiered rate scenarios and made a recommendation on its preferred rate scenario, which includes a 5-tier rate structure, phasing in the rate increase from years 2022-2025, and then indexing the rates in each year thereafter in accordance with the Consumer Price Index (CPI). The recommendation also included an increase to the daily service charge.

THE BUSINESS IMPACT STATEMENT

- A. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses, and an explanation of the manner in which other interested persons may obtain a copy of the summary.**

In March 2021, District staff attended the monthly CAC meeting and announced a series of informational public workshops that would be held to share information on upcoming capital improvements to the water system, as well as an adjustment to water rates. Postcards advertising the meetings were mailed to every property owner in the community. The meetings were also advertised on the community's Facebook page.

Two of the public workshops were held in-person in the Blue Diamond community on April 20 and 22, 2021, and a virtual meeting was held via Microsoft Teams on April 26, 2021. In total, approximately 35 people attended the

workshops. During these workshops, public input was received to consider a 5-tier rate structure, as well as implement a uniform service charge for all meters, regardless of size.

District staff also attended the April 28, 2021 CAC meeting to provide a report on the public workshops and solicit any additional feedback.

At the May 26, 2021 CAC meeting, District staff solicited a recommendation from the CAC regarding a new rate structure to present to the Las Vegas Valley Water District Board of Directors. All rate scenarios, including input received from and additional information requested by the community, were included in the posting for this meeting and made publicly available six days prior to the meeting. This information was also posted on the community Facebook page.

Pursuant to NRS 237.080, the District published a public notice of the proposed increases in the *Review Journal* on June 1 and 13; sent notices to more than 25 businesses and associations; and collected comments through June 24, 2021. Information was also posted on the Blue Diamond page of the Water District's website. Customers were able to submit comments to the District via telephone, mail and email.

During the comment period, the District received one response via e-mail from the Vegas Chamber, in which they recommended collaring the amount that customer rates could vary based on CPI.

To obtain a copy of this BIS document, including the foregoing summary of responses, please e-mail Jordan.Bunker@lvvwd.com.

B. The estimated economic effect of the proposed rule on the businesses which it is to regulate, including, without limitation: both adverse and beneficial effects, and both direct and indirect effects.

At the May 26, 2021 CAC meeting, the CAC recommended a 5-tier rate structure as well as a uniform service charge, regardless of customer meter size. Additionally, rather than periodic future rate increases that could result in rate shock to customers, the CAC supported indexing future increases according to the Consumer Price Index (CPI) for a long-term sustainable revenue source.

If approved, the new tiered rates and service charge would increase annually on January 1 in years 2022-2025, and then adjust according to CPI each year thereafter, as illustrated below. For your information, the daily service charge is presented below as it will accumulate on a monthly basis.

	Current Rate	2022	2023	2024	2025
Service Charge (as Calculated Monthly)	\$12.87	\$14.67	\$16.73	\$19.07	\$21.74
Tier 1 (0-5,000 gal)	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55
Tier 2 (5,001-10,000 gal)	\$1.55	\$1.60	\$1.65	\$1.75	\$1.85
Tier 3 (10,001-20,000 gal)	\$1.55	\$1.80	\$2.05	\$2.35	\$2.75
Tier 4 (20,001-35,000 gal)	\$1.55	\$1.95	\$2.36	\$2.83	\$3.35
Tier 5 (35,001 + gal)	\$1.55	\$3.45	\$3.80	\$4.11	\$4.30

**In years 2026 and forward, increases will be determined by the CPI.*

Identified estimated effects are as follows.

Adverse Effect	A business with high water use will be charged more for the water used, and therefore may be unable to save as much money on a monthly basis as needed for expansion, operating and planning goals.
Beneficial Effect	Planned rate increases can be anticipated and managed in the business' annual budget.
Adverse Effect	Conservation incentivized by higher rates may affect daily business operations and expenses (irrigation, cooking, pool use, vehicle washing).
Beneficial Effect	The business may adjust consumption to balance its annual operating budget.
Beneficial Effect	Smaller rate increases that occur over time avoid rate shock impacts to customers.
Direct Effect	The cost of doing business will increase on a specific date as rate increases are phased in over time.
Indirect Effect	The change in rates may lead a business to increase prices to cover additional operating costs.

C. The following constitutes a description of the methods that the governing body of the local government or its designee considered to reduce the impact of the proposed rule on businesses and a statement regarding whether the governing body or its designee actually used any of those methods.

1. Modifying a fee:

Historically, a customer's meter size dictated the amount of the daily BDWS service charge. Under the proposed rate structure, the same service charge will be uniformly applied to all customers, regardless of meter size. Modifying the proposed service charge was considered as a method to reduce the impact on businesses but was not used.

2. Phasing-in the increase to tiered water rates and service charges over a four-year period and indexing increases according to CPI thereafter:

Blue Diamond water rates have gone unchanged since 1992. A rate increase is now necessary to fund the long-term maintenance of new water system components, continue funding day-to-day system operations, and fund water conservation programs for Blue Diamond residents and businesses. Based on information received from District staff, as well as public input, the CAC recommended the phasing in of the new rates over a four-year period to allow for appropriate community response. Additionally, adjusting rates in accordance with CPI after the four-year phase-in period will help to avoid significant rate increases in the future. This method was considered and used to reduce the impact of the proposed rule on businesses.

3. Simplifying the proposed rule and creating equitable rates for all customers:

The rate model recommended by the CAC will be uniformly assessed to residents and businesses because the benefit of having access to water is equal among all customers. Additionally, charging the same service charge to all customers, regardless of meter size, creates equity among customers. This method was considered and used to reduce the impact of the proposed rule on businesses.

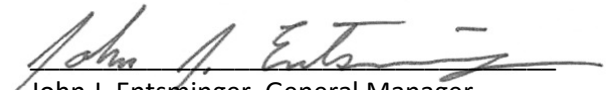
D. The estimated cost to the local government for enforcement of the proposed rule:

The proposed rate change will not result in material administrative costs to enforce or implement.

- E. If the proposed rule provides a new fee or increases an existing fee, the total annual amount the local government expects to collect and the manner in which the money will be used is:**
Over the four-year phase-in period, the proposed rate structure is estimated to generate an average of \$30,700 annually. The revenue collected from the rates will be used to fund the long-term maintenance of new water system components, fund day-to-day system operations, and fund water conservation programs for Blue Diamond residents and businesses.
- F. If the proposed rule includes provisions that duplicate or are more stringent than federal, state, or local standards regulating the same activity, an explanation of why such duplicative or more stringent provisions are necessary:**
Not applicable.
- G. The reason for the conclusions regarding the impact of the proposed rule on businesses:**
The proposed changes are not likely to impose a direct and significant burden on businesses and are not likely to restrict the formation, operation or expansion of a business because, of the 10 commercial accounts in Blue Diamond, the majority are low to moderate water users and would therefore see a nominal impact to their water rates. Moreover, the proposed rate and service charge increases will be implemented and imposed incrementally. The changes are intended to achieve an equitable rate for all customers, and water rates for the commercial accounts in Blue Diamond will remain competitive with other surrounding water systems.

On July 6, 2021, staff will request that the District's Board consider this BIS, and set a Public Hearing to consider implementing the proposed changes to the BDWS Service Rules affecting the water rates and service charges discussed herein, as required by NRS 237.090. The BIS is available for public review and comment prior to a final Board decision.

I certify that to the best of my knowledge or belief, the information contained in this statement was prepared properly and is accurate.


John J. Entsminger, General Manager

APPENDIX

COMMENTS RECEIVED DURING PUBLISHED BUSINESS IMPACT STATEMENT COMMENT PERIOD

The following are business comments received related to the proposed increase to the proposed BDWS rate structure.

RESPONSE NO. 1

E-MAIL RECEIVED: June 23, 2021 at 2:56 pm

Transcription: Hi Jordan,

Thank you for sending over the BIS regarding the Blue Diamond Water System. I do think it would be important to ensure that there is a collar/cap for future Blue Diamond rate increases for businesses if the CPI is higher expected. This would be similar to the businesses within the Las Vegas Valley. This would allow for parity amongst business rate payers.

Please let me know if you have any questions.

Thank you,
Paul J. Moradkhan
Senior Vice President of Government Affairs
Vegas Chamber