



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

**REGULAR MEETING**  
**9:00 A.M. – JANUARY 16, 2024**

**COMMISSION CHAMBERS**  
**CLARK COUNTY GOVERNMENT CENTER**  
**500 S. GRAND CENTRAL PARKWAY, LAS VEGAS, NEVADA**

**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: January 8, 2024

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.

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

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

**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**

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

Visit our website at <https://www.lvwd.com/lvwd-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@lvwd.com](mailto:agendas@lvwd.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@lvwd.com](mailto:publiccomment@lvwd.com). Public comment received through January 15, 2024, will be included in the meeting's minutes.

**ITEM NO.**

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the joint meeting of December 5, 2023.
2. *For Possible Action:* Select a President and Vice President for calendar year 2024.

**CONSENT AGENDA Items 3 - 5 are routine and can be taken in one motion unless a Director requests that an item be taken separately.**

3. *For Possible Action:* Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Historic Westside Education and Training Center Project.
4. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 6 to the contract with Byrd Underground, LLC, for the installation of new pipe in an increased amount not to exceed \$130,365 and an extension of the completion dates by 222 calendar days.
5. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 7 to the contract with J.A. Tiberti Construction Company, Inc., to construct the 4125 Zone Pumping Station, extending the Substantial Completion date by 245 days and the Final Completion date by 301 calendar days.

**BUSINESS AGENDA**

6. *For Possible Action:* Reject the bid from Menichino Construction LLC and award a contract for miscellaneous large backflow installations to Harbor Company, Inc., dba Mountain Cascade of Nevada, in the amount of \$1,489,750, authorize a change order contingency amount not to exceed \$148,000, and authorize the General Manager to sign the construction contract.

**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  
BIG BEND WATER DISTRICT BOARD OF TRUSTEES  
AND KYLE CANYON WATER DISTRICT BOARD OF TRUSTEES  
JOINT MEETING  
DECEMBER 5, 2023  
MINUTES**

CALL TO ORDER 9:01 a.m., Commission Chambers, Clark County Government Center,  
500 South Grand Central Parkway, Las Vegas, Nevada

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

STAFF PRESENT: John Entsminger, Dave Johnson, Greg Walch, Kevin Bethel

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

**COMMENTS BY THE GENERAL PUBLIC**

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

Ed Uehling, Las Vegas, spoke on item #9 and asked if an appraisal of the proposed property purchase has been conducted. He expressed disapproval of the District's purchasing of this property.

**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 joint meeting of November 7, 2023. The motion was approved.

**CONSENT AGENDA** Items 2 – 7 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

**Las Vegas Valley Water District – CONSENT AGENDA**

- 2. Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Rampart Boulevard Charleston Boulevard to Vegas Drive Roadway Improvements Project.**
- 3. Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Drought Response Program: Drought Resiliency Projects grant program seeking \$807,462.**
- 4. Ratify the submission of documents to effectuate opting out of a proposed PFAS class action settlement with DuPont and approve submission of documents necessary to effectuate opting out of a proposed PFAS class action settlement with 3M Company.**

**Big Bend Water District – CONSENT AGENDA**

- 5. Ratify the submission of documents to effectuate opting out of a proposed PFAS class action settlement with DuPont and approve submission of documents necessary to effectuate opting out of a proposed PFAS class action settlement with 3M Company.**
- 6. Approve and authorize the General Manager to sign Change Order No. 2 to the contract with U.S. Mechanical, LLC, for the replacement of air conditioning equipment to serve the ozone generator system, extending the completion date by 404 calendar days.**

**Big Bend Water District – CONSENT AGENDA**

- 7. Ratify the submission of documents to effectuate opting out of a proposed PFAS class action settlement with DuPont and approve submission of documents necessary to effectuate opting out of a proposed PFAS class action settlement with 3M Company.**

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

### **BUSINESS AGENDA**

#### **Las Vegas Valley Water District**

- 8. Approve a resolution approving the form of the Amended and Restated SNWA/LVVWD Master Bond Repayment Agreement and authorizing District Officers to execute the agreement and take all actions necessary to effectuate the provisions of the resolution.**

Director Segerblom asked if this resolution changes the arrangement of what bonds can be sold. John Entsminger, General Manager, stated that it does not change anything regarding what bonds are sold, but verifies that if quarter cent sales tax proceeds are needed to pay off bonds, they will be used to do so to provide an additional layer of credit security to the bond rating agencies. He added that this item clarifies to the rating agencies what revenue streams will be used and under what circumstances.

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

- 9. Approve a Purchase and Sale Agreement and Joint Escrow Instructions and authorize the General Manager to sign any ministerial documents necessary to effectuate the purchase of real property, Clark County, Nevada, Assessor Parcel No. 139-31-601-004, from Meadow View Associates, LLC, and BOYDT2, LLC, in the amount of \$21,250,000.**

In response to public comment, Mr. Entsminger stated that an appraisal was conducted prior to entering negotiations, and that the purchase price is nearly \$2 million less than the appraised value. He added that the appraisal is available to the board and the public, and that this property, which is adjacent to the Water District's campus, will allow the District to expand its administrative capacities, drill new production wells, and increase access and safety for the Springs Preserve.

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

- 10. Award a bid for the supply of diesel fuel to Pilot Thomas Logistics, LLC, in the amount of \$2,552,343 and authorize a contingency of 25 percent for fluctuations in pricing and volume, contract renewals of four additional one-year terms with annual price and volume increases of up to 35 percent per term, and the General Manager to sign the purchase agreement.**

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

### **COMMENTS BY THE GENERAL PUBLIC**

Daniel Braisted, Las Vegas, requested information regarding property taxes of the Southern Nevada Water Authority offices.

Sharon Sealy, 6475 Darby Ave., has lived in Las Vegas for more than 60 years and built their family home in 1977. She stated that over the years, they have made efforts to convert their yard to desert landscaping but feels that the newly imposed water restrictions have greatly impacted her quality of life.

Norm Schilling, 767 Rossmore Dr., spoke about the importance of trees and plants in the valley. He stated as trees mature, they need more water and nutrition, and that with people watering less, due to the excessive use fines, many of the trees in the valley are suffering. He stated that the new excessive use policy is detrimental to the urban forest, adding that education, rather than punitive fees, is the solution to this problem.

Pete Foley, 4512 Fernbrook Rd., stated that he is a behavioral scientist and marketing consultant. During his comment, he called into question the District's marketing strategy, stating that it disrespects the truth and misleads consumers in an effort to manipulate behavior.

Mark Craven, 2121 S. Cimarron Rd., stated that he has lived in Las Vegas for more than 40 years and feels that this is the most egregious money grab he has seen in that time. He stated that the excessive use charge is not applied equally and needs to be reconsidered.



## MINUTES – JOINT MEETING – DECEMBER 5, 2023 – PAGE THREE

Robert Casper, 9045 Patinagem Ave., asked why so much development is allowed if we truly have a water shortage. He suggested that District be more proactive and teach people how to save water instead of going after them with fines and fees.

Diane Henry, 7525 Coley Ave., spoke on the hazards of artificial turf and stated that many cities have banned the installation of artificial turf, and some are making efforts to remove it based on its hazardous and toxic materials. She added that the District's extreme water conservation efforts are forcing people to remove grass and replace it with turf.

Ed Uehling, Las Vegas, apologized for not knowing that an appraisal was completed on item #9. He also noted that the District's leak detection notifications are working well and are valuable. He added that the basic issue is that Las Vegas needs to increase its water supply.

Bridgette Solvie, 7030 N. Conquistador, is representing her 84-year-old sister-in-law, who resides at 3654 Anthony Dr. Ms. Solvie said that her sister-in-law has received notifications that she has a substantial water issue, and that she has tried to reach the Water District on behalf of her sister-in-law but gets stuck in the queue.

Tom Reynolds, 2740 Mann St., a long-time resident of Las Vegas stated that he and his wife have spent time and resources on desert landscaping at their home. He stated, and is confused, that his recent water bills show him using half the amount of water that he used to, but that costs are twice as much.

Peter Fada, 2000 Diamond Bar, representing the Buffalo Neighborhood Coalition, stated that voters pay attention to what the commission looks at, votes on and how it votes. He stated that the people who have lived here for years are paying for the new development in the valley. He stated that Las Vegas cannot expand forever, given its water shortage. He stated that the water district needs to offer greater incentives for landscape conversions.

Mara Maservey, 2718 Mason Ave., applauds those that have provided comment and said that people are feeling squeezed. She stated she has always been concerned about water and has done her part to conserve, but that the excessive use charge is too much regulation and needs to be scaled back.

Marti Partridge, 8037 Echo Cliff Lane, was born and raised in Las Vegas and feels that the excessive use fees are unfair. She stated that her landscape conversion, even with SNWA's incentive, cost more than \$18,000, and that the Authority should increase its incentive/rebate.

Chris Stevens, 4105 Del Monte, talked about deregulation of utilities. He asked the board to protect the residents of Las Vegas from the monopoly that is the water district. He added that the water district should simply focus on providing clean drinking water to its residents and not focus on ways to increase its revenue stream. He said that his water bill has been more than \$3,000 during the summer months.

Alex Kleitman, 836 Santa Ynez, Henderson, is representing the Mission Paradise Rural Alliance and is Vice President of the Water Fairness Coalition. He asked that the board start a conversation with the coalition about the community's needs, and that they put a stop to the excessive fees. He also requested that the commission reach out to the City of Henderson and ask them to table its item to raise residential water rates until the excessive use charge and its issues are resolved.

Laura McSwain, 2727 Ashby Ave, is representing the Water Fairness Coalition. She stated that the first board meeting she attended was in May and feels that nothing has happened regarding the public's request to reconsider the excessive use charge, and is asking that an item be placed on the agenda to do just that. She feels that those who have expressed environmental concerns, spoke to traditional development standards, and addressed property rights have all been ignored by the board.

Dennis Maservey, 2718 Mason Ave., would like to know what is being done with the additional revenue received by the excessive use charges. He also expressed concern that this policy is not implemented equally across the other jurisdictions in Southern Nevada. He added that the water district should focus on finding additional water resources.

Stephanie Heaton-Stefan, 2021 Grouse St., stated that the existing algorithm within the excessive use charge policy is too simplistic and needs to account for lot size. She said that all businesses and the commercial sector should be subject to this policy as well, adding that the water district would hear extreme outcries from that sector if implemented. She stated that people are having to choose to pay exorbitant fees to keep their landscaping, a huge part of property values, or let it die.

**MINUTES – JOINT MEETING – DECEMBER 5, 2023 – PAGE FOUR**

Ed McSwain, 2222 W. Cheyenne Ave., stated that the advertising of the water district is misleading. He suggests that underground cisterns be built under parking lots for rain and runoff water to be captured, reused, or sent back to underground aquifers.

Celia Berg submitted public comment in advance of the meeting. Her comments are attached to these minutes.

**Adjournment**

There being no further business to come before the board, the meeting adjourned at 10:02 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.**

## Jason Bailey

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**From:** Celia Berg <cmb212017@gmail.com>  
**Sent:** Friday, December 1, 2023 3:40 PM  
**To:** &PublicComment  
**Subject:** {External} Water Fairness Coalition

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[Some people who received this message don't often get email from cmb212017@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

When middle class goes broke trying to pay utility bills - there is a big problem.  
Open your eyes to see how unfair this water situation is.

Sent from my iPhone

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

January 16, 2024

**Subject:**

Selection of President and Vice President

**Petitioner:**

John J. Entsminger, General Manager

**Recommendations:**

That the Board of Directors select a President and Vice President for calendar year 2024.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

The Las Vegas Valley Water District Act requires that the Board of Directors annually select from among its members a President and Vice President for the ensuing year. In calendar year 2023, Marilyn Kirkpatrick served as President and Jim Gibson served as Vice President.

The Board is being asked to select a President and Vice President for calendar year 2024.

This action is authorized pursuant to Section 8 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.

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

January 16, 2024

**Subject:**

Agreement

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Historic Westside Education and Training Center Project.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

The City of Las Vegas has submitted plans to the District for the installation of two public fire hydrants, one 1.5-inch domestic meter with one 1.5-inch reduced pressure principle assembly (RPPA), one 1-inch irrigation meter with one 1-inch RPPA, and one 10-inch reduced pressure detector assembly at the project known as the Historic Westside Education and Training Center, Project No. 141364 (Project). This Project is located at C Street and D Street, south of Jefferson Avenue.

If approved, the attached Interlocal Agreement No. 141364-A (Agreement) provides the terms and conditions for the installation of the water facilities, as generally shown on Exhibit A of the Agreement, at the City's sole expense. The City will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the project, the water facilities will become the property of the District.

This agreement is being entered into pursuant to NRS 227.180 and Sections 1(5) and 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

**INTERLOCAL AGREEMENT FOR  
CITY OF LAS VEGAS  
HISTORIC WESTSIDE EDUCATION AND TRAINING CENTER**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT".

**RECITALS**

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

WHEREAS, the CITY is engaged in the development of the real property, as an education and training facility, generally located on C Street and D Street south of Jefferson Avenue, as depicted on Exhibit A, and is desirous of receiving potable water from the DISTRICT, further referenced as Clark County Assessor's Parcel Numbers 139-27-201-005 and 139-27-201-006, and has made application for water service to said project; and

WHEREAS, the CITY is engaged in the construction of street improvements, including two landscape irrigation services, and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, the DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

**ARTICLE I**

**CITY AGREES:**

- A. This Agreement provides a water commitment on a conditional basis only for the education and training center in C Street and D Street south of Jefferson Avenue, further referenced as Clark County Assessor Parcel Numbers 139-27-201-005 and 139-27-201-006. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. In the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. The CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At the CITY'S sole cost and expense, the CITY shall furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

**HISTORIC WESTSIDE EDUCATION AND TRAINING CENTER**

Utility Plan(s) (Sheets 1 through 3)

- F. Said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. Said WATER FACILITIES shall be constructed in the location shown, in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. All work shall be subject to inspection and approval by an authorized representative of the DISTRICT, and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. The CITY shall comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement, including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E, above.
- J. At the CITY'S sole cost and expense, the CITY shall perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At the CITY'S sole cost and expense, the CITY shall disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. 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.
- M. The WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with the 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, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. The CITY shall furnish 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. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by the DISTRICT can be placed upon it, that the DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that 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. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by the DISTRICT and are in compliance with state laws and regulations.
- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the

DISTRICT, the CITY 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, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

- P. Upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. Installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. All water will be taken through metered service connections, in accordance with the DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. The CITY shall require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.
- U. All of 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. 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 CITY.

## ARTICLE II

### DISTRICT AGREES:

- A. Upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, the DISTRICT shall supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. Construction water may be provided to the CITY at the CITY'S sole cost through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. If required as a condition of the DISTRICT'S Service Rules, the DISTRICT shall refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

## ARTICLE III

### IT IS MUTUALLY AGREED:

- A. The Parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and



the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

- B. The WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- C. In the event a portion of the WATER FACILITIES is constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES, if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. This Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
  - a. Construction of the WATER FACILITIES covered by the plan or plans identified in Article I, paragraph E, of this Agreement is not commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
  - b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. If this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, 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.
- F. Noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees, or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to the CITY'S project without challenge by the CITY and without liability for any damages caused by said discontinuation.
- G. The CITY will be responsible for any loss, damage, liability, cost, or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the Parties to create any right in or benefit to parties other than the DISTRICT and the CITY. This Agreement does not create any third-party beneficiary rights or causes of action.
- I. This Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. Each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous

places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each Party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT


\_\_\_\_\_  
Carolyn G. Goodman, Mayor

\_\_\_\_\_  
Marilyn Kirkpatrick, President  
Board of Directors

ATTEST:


\_\_\_\_\_  
LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

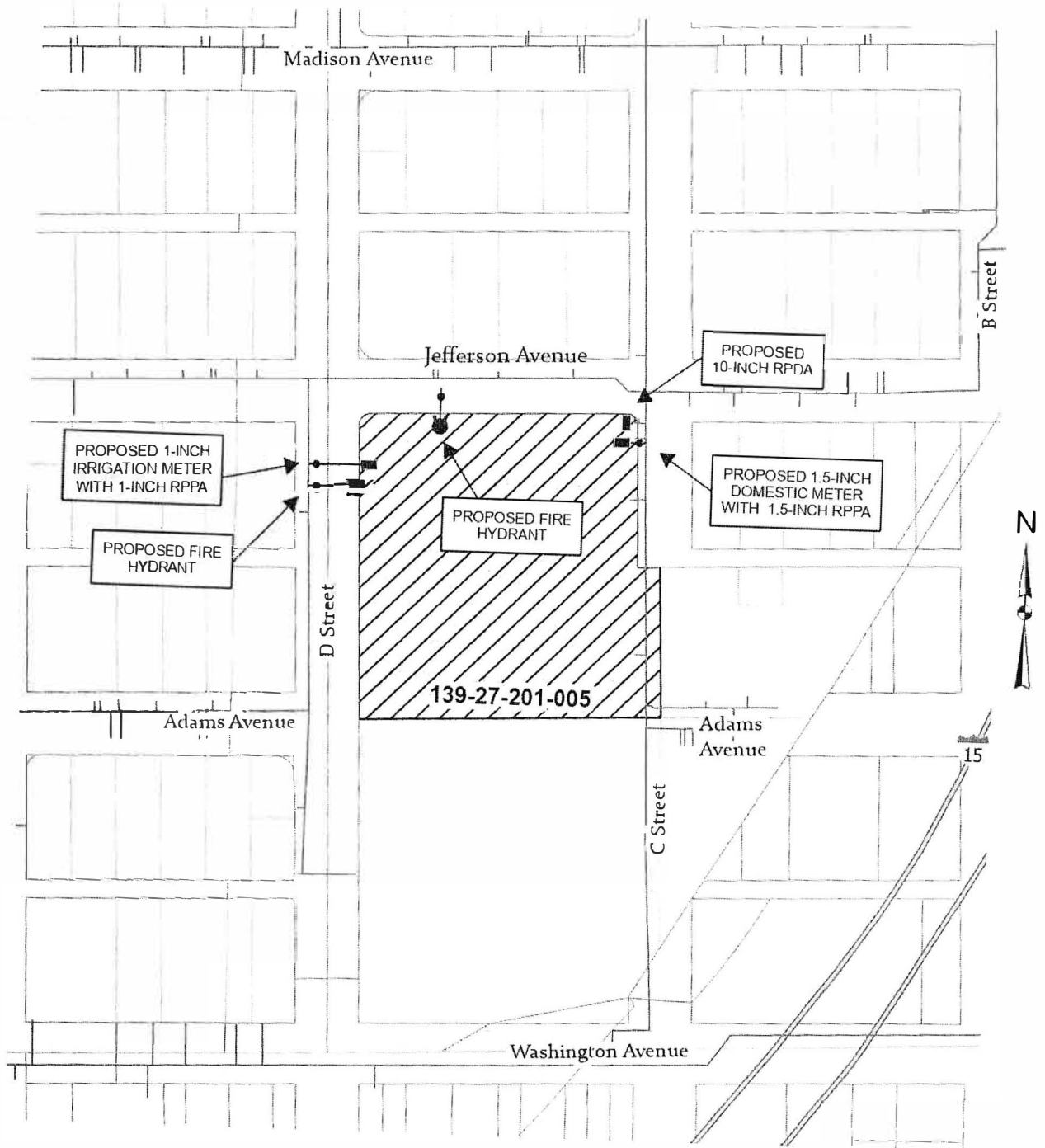
 11/20/23  
\_\_\_\_\_  
Deputy City Attorney

**John S. Ridilla**  
Chief Deputy City Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gregory J. Walch, General Counsel  
Las Vegas Valley Water District

**EXHIBIT A**  
**WATER FACILITIES**  
CLV Historic Westside Education and Training Center  
LVVWD Project 141364-A



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

January 16, 2024

**Subject:**

Change Order

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign Change Order No. 6 to the contract with Byrd Underground, LLC, for the installation of new pipe in an increased amount not to exceed \$130,365 and an extension of the completion dates by 222 calendar days.

**Fiscal Impact:**

The requested \$130,365 is available in the District's Capital Budget.

**Background:**

On November 15, 2022, the Board of Directors awarded Commitment No. 009885 (2028L), Miscellaneous Pipeline Installations, Phase II (Contract), in the amount of \$2,488,952 to Byrd Underground, LLC, for the installation of new pipe at three sites within the City of Las Vegas and three sites within unincorporated Clark County, all within the District's service area and located as generally shown on Attachment A. The Board further authorized a change order contingency amount of \$240,000 to be used in accordance with Resolution No. 9-97.

To date, five change orders have been approved in accordance with Resolution No. 9-97 for a total Contract increase of \$219,819. Change Order No. 6 extends the Contract time and increases the contract price, to allow for acquisition of easements for relocation, replacement, and construction of an above ground meter assembly outside of existing right of way near 21<sup>st</sup> Street and Fremont Street.

If approved, Change Order No. 6 will modify the Contract to increase the Contract price by \$130,365 and extend the completion dates by 222 calendar days. With this change, the total Contract increase will be \$350,184, and the total time extension will be 222 calendar days. Change Order No. 6 requires Board approval as the price increase and time extension exceed the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

This change order is authorized pursuant to NRS 338.143 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the change order.

JJE:DJR:PJJ:SO:MTD:SP:evw

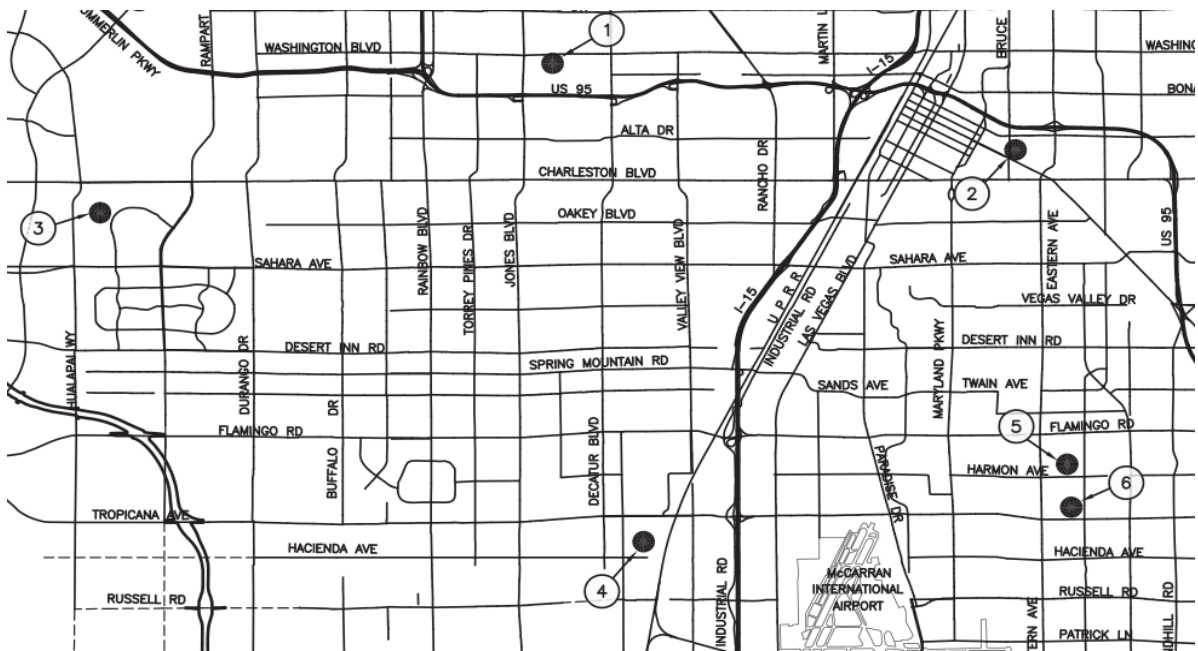
Attachments: Attachment A, Disclosure, Change Order

AGENDA  
ITEM #

**4**

**LVVWD BOARD OF DIRECTORS  
AGENDA ITEM**

**CONTRACT NO. 2028L\_009885  
MISCELLANEOUS PIPELINE INSTALLATIONS, PHASE II**





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

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Limited Liability Company
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	80
<b>Corporate/Business Entity Name:</b>	Byrd Underground, LLC.
<b>Doing Business As:</b>	
<b>Street Address:</b>	6126 S. Sandhill Rd. Suite 125
<b>City, State, and Zip Code</b>	Las Vegas, NV 89120
<b>Website:</b>	
<b>Contact Name:</b>	Tyler Byrd
<b>Contact Email:</b>	tyler@byrdunderground.com
<b>Telephone No:</b>	702-644-8888
<b>Fax No:</b>	

### Nevada Local Business Information (if applicable)

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

### 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 relating 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: *(if applicable)*

BU Holdings is the sole managing member of Byrd Underground, LLC with 100 % ownership in the same. The Survivor's Trust of the Byrd Family is the sole managing member of BU Holdings, LLC with 100% ownership in the same. Buddy Byrd is the Trustee of the Survivor's Trust of the Byrd Family.

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	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)

## 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.

<b>Signer Name:</b>	Tyler Byrd
<b>Signer Title:</b>	Authorized Agent
<b>Signer Email:</b>	tyler@byrdunderground.com
<b>Signed Date:</b>	2023-12-18



## 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:**

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

shannon ono  
Signature

shannon ono / construction manager  
Print Name/Title

12/18/2023  
Date



# LAS VEGAS VALLEY WATER DISTRICT™

**Commitment Number: 009885, 009885 - Byrd Underground - C1574 - Misc. Pipeline Installation, Phase II**  
**Construction Project Commitment Change Order:#6**

## Contractor

**Contractor:** Byrd Underground, LLC.  
**Company Address:** 6126 S. Sandhill Rd. Suite 125  
 Las Vegas, NV 89120

## PCO Item Details

PCO No	Change Description	Change Amount
CPCO - 6	Modify the contract documents to replace the existing drawings numbers G1, C2, and CD4 with the revised drawings dated October 12, 2023, attached hereto as Exhibit A and incorporated into the contract by this reference, and extend the substantial completion and final completion dates by 222 days. The substantial and final completion dates are extended to December 21, 2023, and January 20, 2024, respectively.	130365.00

<b>Total Change Amount</b>		\$130,365.00
<b>Total Contract Duration Change (Days)</b>		222

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

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. 009885 remain unchanged.

## ACCEPTANCE BY CONTRACTOR

**By:**

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

**AUTHORIZED BY OWNER:**

**By:**

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

John J. Entsminger, General Manager (or Designee)

**Attachments:** Exhibit A CPCO 6.pdf

**Prepared By:** Parks, Stevie

## LIST OF DRAWINGS

<u>SHEET NO</u>	<u>DRAWING NO</u>	<u>DESCRIPTION</u>
1	G1	COVER SHEET
2	G2	LWWD GENERAL NOTES AND LEGEND
3	G3	CLARK COUNTY GENERAL NOTES
4	G4	CITY OF LAS VEGAS GENERAL NOTES I
5	G5	CITY OF LAS VEGAS GENERAL NOTES II
6	G6	ABBREVIATIONS LIST
7	C1	WASHINGTON AVENUE FROM RIDGEMONT DRIVE TO MARIE FENILON DRIVE AND MCDEMITT STREET TO DONNER STREET
8	C2	21ST STREET FROM SUNRISE AVENUE TO FREMONT STREET
9	C3	CHAPARRAL SUMMIT DRIVE FROM NORTHERN DANCER DRIVE TO HOMESTRETCH DRIVE AND ALI BARA LANE FROM VALLEY VIEW BOULEVARD TO PROCTON STREET
10	C4	HARRISON DRIVE FROM HARMONY AVENUE TO AMOUR LANE
11	C5	LARWIN AVENUE, WEST MONTARA CIRCLE, AND SOUTH MONTARA CIRCLE
12	CD1	STANDARD DETAILS I
13	CD2	STANDARD DETAILS II
14	CD3	STANDARD DETAILS III
15	CD4	STANDARD DETAILS IV



**CAUTION TO CONTRACTOR:**

**PLANS APPROVED**  
BY LAND DEVELOPMENT ON BEHALF  
OF THE CITY ENGINEERS OFFICE

 **diguerra**  
Jul 06 2020

APPROVAL OF THESE PLANS IS LIMITED TO THOSE IMPROVEMENTS  
CONSTRUCTED IN THE DESIGNATED RIGHT-OF-WAY AND/OR  
APPROVED EASEMENTS. THIS APPROVAL DOES NOT AUTHORIZE  
THE CONSTRUCTION OF ANY IMPROVEMENTS THAT DEVIATES  
THE ADOPTED STANDARDS AND/OR SPECIFICATIONS, EXCEPT  
THOSE SPECIFICALLY LISTED UNDER DEVIATIONS FROM  
STANDARD. THE ENGINEER SHALL RESOLVE ANY CONFLICT  
OTHER THAN THOSE LISTED IN THE DEVIATIONS FROM STANDARD  
IN FAVOR OF THE UNIFORM STANDARD DRAWINGS AND  
SPECIFICATIONS.

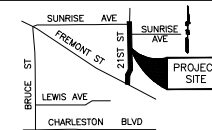
PROJECT LOCATIONS	
1	WASHINGTON AVENUE
2	21ST STREET
3	CHAPPARAL SUMMIT DRIVE
4	ALU BABA LANE
5	HARRISON DRIVE
6	MONTARA CIRCLE

	<b>LAS VEGAS FIRE &amp; RESCUE</b> <b>RETIEWED FOR COST COMPLIANCE</b>	 <b>LAS VEGAS FIRE &amp; RESCUE</b> 3000 Las Vegas Blvd. South, Suite 100 Las Vegas, NV 89102 Tel: 702-791-1000 Fax: 702-791-1001 Email: <a href="mailto:info@lvfr.com">info@lvfr.com</a> Web: <a href="http://www.lvfr.com">www.lvfr.com</a>
	This review does not constitute permission to violate any City, State, or Federal laws or Ordinances. Ultimate responsibility for compliance rests with the Client.  Final acceptance of installation is based on field inspection and acceptance meeting.	Prepared by: <u>David H. Hulse</u> Date: <u>05/18/2023</u>

Digitally signed by Ross Maxwell  
 CN=C=US, o=Las Vegas Valley Water  
 District, OU=Engineering=Ross  
 Maxwell, CN=Ross Maxwell  
 Date: 2023.09.08 15:57:37-0700

**Call before you OVERHEAD**  
1-702-227-2929

[illegible]



**VICINITY MAP**  
NOT TO SCALE

CITY OF LAS VEGAS



VERIFY SCALE

1/2 0 1/2 1

BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL

SCALE

WATER METER

21ST STREET FROM  
SUNRISE AVENUE TO FREMONT STREET

**LAS VEGAS VALLEY  
WATER DISTRICT\*\***

1001 S. VALLEY VIEW BLVD., LAS VEGAS, NV 89003

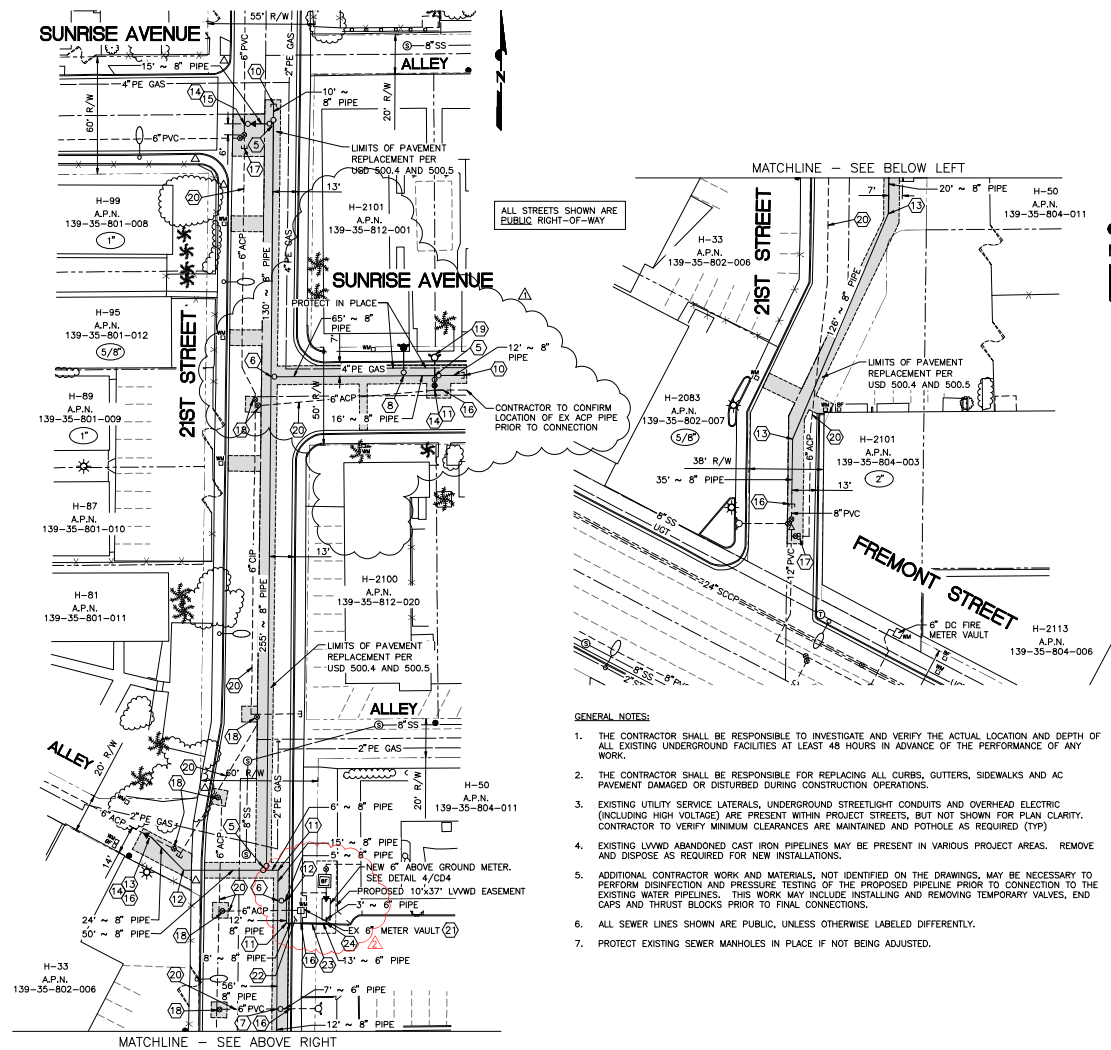
DRAWN BY: STEVE MILLER

CHECKED BY:

PROJECT: 2028L
COMMIT: 009885
DRAWING/NUMBER

**C2**

SHEET 8 OF 15



**CONSTRUCTION NOTES:**

- ① 12" x 12" TAPPING SLEEVE WITH CONCRETE THRUST BLOCK, 12" FLG GATE VALVE WITH CONCRETE ANCHOR BLOCK, AND 12" FLANGE COUPLING ADAPTER
- ② 12" x 8" REDUCER WITH CONCRETE ANCHOR BLOCK
- ③ 10" x 8" TAPPING SLEEVE WITH CONCRETE THRUST BLOCK, 8" FLG GATE VALVE WITH CONCRETE ANCHOR BLOCK, AND 8" FLANGE COUPLING ADAPTER
- ④ 8" x 8" TAPPING SLEEVE WITH CONCRETE THRUST BLOCK, 8" FLG GATE VALVE WITH CONCRETE ANCHOR BLOCK, AND 8" FLANGE COUPLING ADAPTER
- ⑤ 8" x 8" FLG TEE WITH CONCRETE THRUST BLOCK, TWO (2) 8" FLG x PO GATE VALVES WITH CONCRETE ANCHOR BLOCKS, AND 8" FLANGE COUPLING ADAPTER
- ⑥ 8" PO x FLG TEE WITH CONCRETE THRUST BLOCK AND 8" FLG x PO GATE VALVE WITH CONCRETE ANCHOR BLOCK
- ⑦ 8" x 6" PO x FLG TEE WITH CONCRETE THRUST BLOCK AND 6" FLG x PO GATE VALVE WITH CONCRETE ANCHOR BLOCK
- ⑧ 8" x 6" PO x FLG TEE WITH CONCRETE THRUST BLOCK, 6" FLG x PO GATE VALVE, 6" LATERAL AND NEW FIRE HYDRANT ASSEMBLY
- ⑨ 8" x 6" FLG TEE WITH CONCRETE THRUST BLOCK, 8" FLG x PO GATE VALVE WITH CONCRETE ANCHOR BLOCK, 8" FLANGE COUPLING ADAPTER, 6" FLG x PO GATE VALVE WITH CONCRETE ANCHOR BLOCK, 6" LATERAL AND NEW FIRE HYDRANT ASSEMBLY
- ⑩ 8" CAP WITH CONCRETE THRUST BLOCK AND 2" BLOW-OFF ASSEMBLY
- ⑪ 8" 90° BEND WITH CONCRETE THRUST BLOCK AND LOCATOR BALL
- ⑫ 8" 45° BEND WITH CONCRETE THRUST BLOCK AND LOCATOR BALL
- ⑬ 8" 22-1/2° BEND WITH CONCRETE THRUST BLOCK AND LOCATOR BALL
- ⑭ 8" x 6" REDUCER WITH CONCRETE ANCHOR BLOCK
- ⑮ 8" x 6" TAPPING SLEEVE WITH CONCRETE THRUST BLOCK, 6" FLG GATE VALVE WITH CONCRETE ANCHOR BLOCK, AND 6" FLANGE COUPLING ADAPTER
- ⑯ REMOVE EXISTING PIPE, THRUST BLOCKS, AND FITTINGS. CONNECT NEW PIPE WITH CONCRETE THRUST BLOCKS AND FITTINGS AS NECESSARY. FINAL CONNECTION COMPLETED AFTER SUCCESSFUL COMPLETION OF PRESSURE TEST AND WATER SAMPLE
- ⑰ CUT EXISTING 8" OR 6" PIPE AND INSTALL CAP WITH CONCRETE THRUST BLOCK
- ⑱ ABANDON EXISTING VALVE IN CLOSED POSITION
- ⑲ ABANDON EXISTING FIRE HYDRANT
- ⑳ ABANDON EXISTING PIPE IN PLACE
- ㉑ ABANDON EXISTING VAULT PER DETAIL 3/CD4
- ㉒ REPLACE EXISTING CONCRETE SIDEWALK
- ㉓ REPLACE EXISTING CONCRETE CURB
- ㉔ 6" 90° BEND WITH CONCRETE THRUST BLOCK AND LOCATOR BALL

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO INVESTIGATE AND VERIFY THE ACTUAL LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND FACILITIES AT LEAST 48 HOURS IN ADVANCE OF THE PERFORMANCE OF ANY WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL CURBS, GUTTERS, SIDEWALKS AND AC PAVEMENT DAMAGED OR DISTURBED DURING CONSTRUCTION OPERATIONS.
3. EXISTING UTILITY SERVICE LATERALS, UNDERGROUND STREETLIGHT CONDUITS AND OVERHEAD ELECTRIC (INCLUDING HIGH VOLTAGE) ARE PRESENT WITHIN PROJECT STREETS, BUT NOT SHOWN FOR PLAN CLARITY. CONTRACTOR TO VERIFY MINIMUM CLEARANCES ARE MAINTAINED AND POTHOLE AS REQUIRED (TYP)
4. EXISTING LWMO ABANDONED CAST IRON PIPELINES MAY BE PRESENT IN VARIOUS PROJECT AREAS. REMOVE AND DISPOSE AS REQUIRED FOR NEW INSTALLATIONS.
5. ADDITIONAL CONTRACTOR WORK AND MATERIALS, NOT IDENTIFIED ON THE DRAWINGS, MAY BE NECESSARY TO REPAIR OR IDENTIFY EXISTING UTILITIES. THE PROPOSED PIPELINE PRIOR TO CONNECTION TO THE EXISTING WATER PIPELINES. THIS WORK MAY INCLUDE INSTALLING AND REMOVING TEMPORARY VALVES, END CAPS AND THURST BLOCKS PRIOR TO FINAL CONNECTIONS.
6. ALL SEWER LINES SHOWN ARE PUBLIC, UNLESS OTHERWISE LABELED DIFFERENTLY.
7. PROTECT EXISTING SEWER MANHOLES IN PLACE IF NOT BEING ADJUSTED.

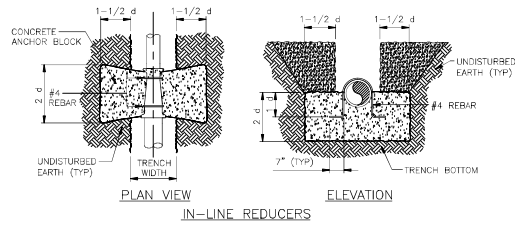
**Call**  
before you  
**OVERHEAD**  
1-702-227-2922

**Call before you dig**  
Avoid cutting underground utility lines. It's costly.

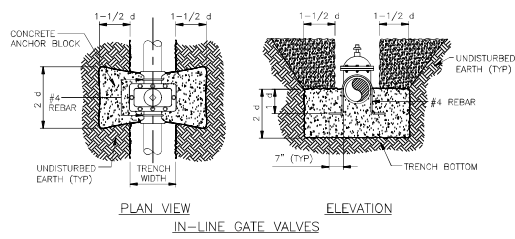
**Call 811**

CLV DWG #	L20-00444
	565-545

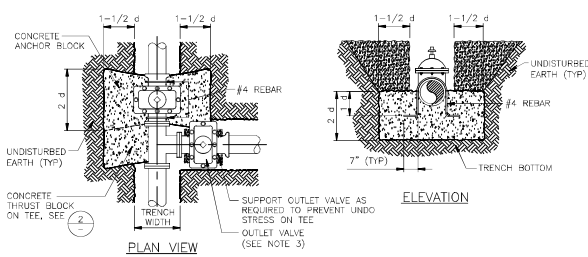
LEGEND: d = LARGER DIAMETER PIPE SIZE



LEGEND: d = NOMINAL PIPE SIZE



LEGEND: d = NOMINAL PIPE SIZE



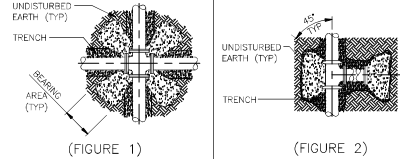
- NOTES:
1. ALL CONCRETE SHALL BE 3000 PSI MINIMUM 28 DAYS COMPRESSIVE STRENGTH
  2. ALL VALVES AND EXPOSED REBAR TO BE COATED AND WRAPPED IN ACCORDANCE WITH SECTION 09 96 00 OF THE LVMW SPECS, PROTECTIVE COATINGS.
  3. WHEN PIPE IS INSTALLED BETWEEN TEE AND OUTLET VALVE AN ADDITIONAL CONCRETE ANCHOR BLOCK WILL BE REQUIRED ON THE OUTLET VALVE.

#### ANCHOR BLOCK DETAILS FOR REDUCERS AND GATE VALVES

NOT TO SCALE

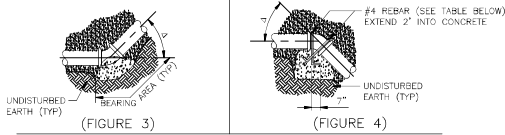
1  
CD4

#### CROSS TEE, PLUG OR CAP



HORIZONTAL OR UPWARD  
VERTICAL BEND

DOWNWARD VERTICAL BEND



NOTE:  
COAT AND WRAP ALL METAL SURFACES IN ACCORDANCE WITH SECTION 09 96 00 OF THE SPECIFICATIONS. ALL CONCRETE SHALL BE 3000 PSI MINIMUM 28 DAYS COMPRESSIVE STRENGTH. CONCRETE IS TO BE PLACED AGAINST UNDISTURBED EARTH. TABLE BELOW DENOTES MINIMUM BEARING AREA OR VOLUME OF THRUST BLOCK. SPECIAL DESIGN CALCULATIONS ARE TO BE SUBMITTED TO LVMW FOR APPROVAL IF ALLOWABLE SOIL BEARING CAPACITY IS LESS THAN 3000 PSF. ALL VERTICAL SURFACES NOT BEARING AGAINST UNDISTURBED EARTH SHALL BE FORMED.

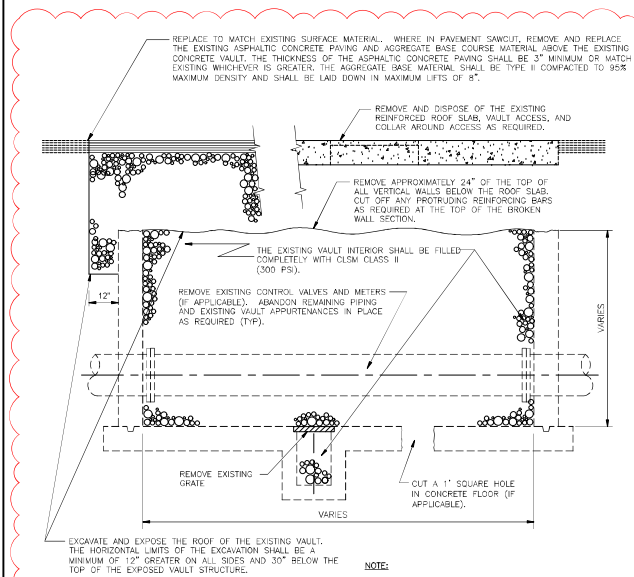
PIPE ID	FIGURE	BEARING AREA IN SQ FT					CONC/CU YDS				
		FIGURE 3, Δ	FIGURE 3, Δ	FIGURE 3, Δ	FIGURE 3, Δ	FIGURE 3, Δ	FIGURE 4, Δ	FIGURE 4, Δ	FIGURE 4, Δ	FIGURE 4, Δ	FIGURE 4, Δ
4"	1	2	2	2	2	2	2	2	2	2	2
6"	2	2	2	2	2	2	2	2	2	2	2
8"	3	5	7	4	2	1	3.0	1.5	1.0	0.5	0.5
10"	4	8	11	6	3	2	4.0	2.5	1.5	1.0	0.5
12"	6	11	15	8	4	2	6.0	3.0	1.5	1.0	0.5
16"	10	20	28	15	8	4	10.5	6.0	3.0	1.5	0.5
18"	13	25	35	19	10	5	13.5	7.5	3.5	1.5	0.5
20"	16	31	44	24	12	6	16.0	9.0	4.5	2.0	0.5
24"	22	44	63	34	17	9	23.5	12.5	6.5	3.0	0.5

NOTE:  
THRUST BLOCKS SHALL NOT BE INSTALLED WITHIN 6" OF SANITARY SEWER FACILITIES (TYP).

#### THRUST BLOCK INSTALLATION

NOT TO SCALE

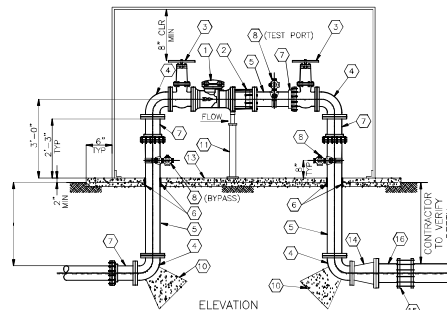
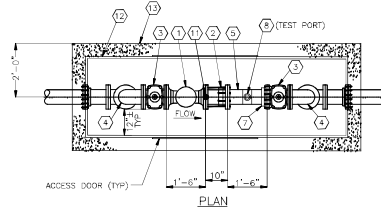
2  
CD4



#### EXISTING VAULT STRUCTURE ABANDONMENT

NOT TO SCALE

3  
CD4



#### 6" ABOVE GROUND METER WITH ENCLOSURE

SCALE: NONE

(USE NRS GATE VALVES ONLY)

4  
CD4

#### INSTALLATION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY AND ALL DAMAGED OR DISTURBED EXISTING LANDSCAPING AND IRRIGATION FACILITIES, IN AND ADJACENT TO PROJECT SITE, DURING CONSTRUCTION OPERATIONS.
2. CONTRACTOR TO HAVE NEVADA LICENSED PROFESSIONAL LAND SURVEYOR LOCATE LVMW EASEMENT PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO LOCATE ON SITE PIPING AND CONFIRM DIAMETER, PIPE DEPTH, AND PIPE MATERIAL PRIOR TO ORDERING MATERIAL AND INSTALLATION.
4. CONTRACTOR TO VERIFY DIMENSIONS OF CABINET BASED ON INSTALLED DIMENSIONS OF PIPE AND FITTINGS PRIOR TO FABRICATION.
5. TEST PORT OUTLET LOCATION TO BE A MINIMUM OF TWO (2) PIPE DIAMETERS DOWNSTREAM THE WATER METER FLANGE.
6. BYPASS OUTLETS TO BE ROTATED 15° AND ARE ONLY REQUIRED ON NON-LOOPED SERVICES.

#### MATERIAL LIST

- |                                                        |                                                                        |
|--------------------------------------------------------|------------------------------------------------------------------------|
| ① 6" WATER METER (LVMW FURNISHED)                      | ⑩ NOT USED                                                             |
| ② 6" RESTRAINED DISMANTLING JOINT                      | ⑪ CONCRETE THRUST/ANCHOR BLOCK                                         |
| ③ 6" FLO GATE VALVE WITH HANDWHEEL                     | ⑫ ADJUSTABLE PIPE SUPPORT                                              |
| ④ 6" FLO 90° BEND                                      | ⑬ APPROVED ENCLOSURE WITH 2 DOORS (CONTRACTOR TO SUBMIT SHOP DRAWINGS) |
| ⑤ 6" FLO x PE DUCTILE IRON PIPE (CUT TO FIT)           | ⑭ CONCRETE PAD WITH WELDED WIRE FABRIC, 4 x 4 - W1.4 x W1.4            |
| ⑥ 1/2" EXPANSION JOINT MATERIAL                        | ⑮ 8" x 6" FLO REDUCER                                                  |
| ⑦ 6" ADAPTER FLANGE (RESTRAINED)                       | ⑯ 6" RESTRAINED MECHANICAL SURVEY COUPLING                             |
| ⑧ 2" SERVICE SADDLE AND 2" CORP STOP (SEE NOTES 8 & 9) | ⑰ 8" FLO x PE DUCTILE IRON PIPE (CUT TO FIT)                           |



Call before you dig  
1-800-4-A-HEAD  
1-702-227-2929

CLV DWG # 120-00444 565-545

LAS VEGAS VALLEY  
WATER DISTRICT

VERIFY SCALE

SCALE

NOTE

MISCELLANEOUS PIPELINE  
INSTALLATIONS, PHASE II  
STANDARD DETAILS IV

LAS VEGAS VALLEY  
WATER DISTRICT  
NOT A VALLEY NEW BLVD LAS VEGAS NV 89103  
DRAWN BY: STEVE MILLER  
CHECKED BY: BOSS W. MAXWELL



PROJECT: 2028L  
COMMIT: 004855  
DRAWING/NUMBER  
CD4

SHEET 15 OF 15

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

January 16, 2024

**Subject:**

Change Order

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign Change Order No. 7 to the contract with J.A. Tiberti Construction Company, Inc., to construct the 4125 Zone Pumping Station, extending the Substantial Completion date by 245 days and the Final Completion date by 301 calendar days.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

On July 6, 2021, the Board of Directors awarded Contract No. C1547, 4125 Zone Pumping Station (Contract) to J.A. Tiberti Construction Company, Inc. (Tiberti), in the amount of \$13,262,727 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. The Board further authorized a change order contingency amount of \$1,230,000 to be used in accordance with Resolution No. 9-97.

Change Order Nos. 1, 3, 4, 5 and 6 have been issued in accordance with Resolution No. 9-97 for a total increase to the Contract price of \$180,096 and no extension of the contract time. Change Order No. 2 has been approved by the Board for an extension of the substantial and final completion dates of 203 calendar days. In addition, Change Order Nos. 8 through 12 have been issued in accordance with Resolution No. 9-97 for a total increase in the Contract price of \$101,707 and no extension of the Contract time. The District's project management software permits the resolution of non-sequential change orders that are issued prior to change orders requiring board action. On approval, Change Order No. 7 will increase the Contract duration for delays in ball valve procurement and coordination with the testing of adjacent projects.

If approved, Change Order No. 7 will modify the Contract to extend the Substantial Completion date by 245 calendar days and the Final Completion date by 301 calendar days. Change Order No. 7 requires Board approval, as the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

This change order is authorized pursuant to NRS 338.143 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the change order.

JJE:DJR:PJJ:SO:MTD:SP:evw

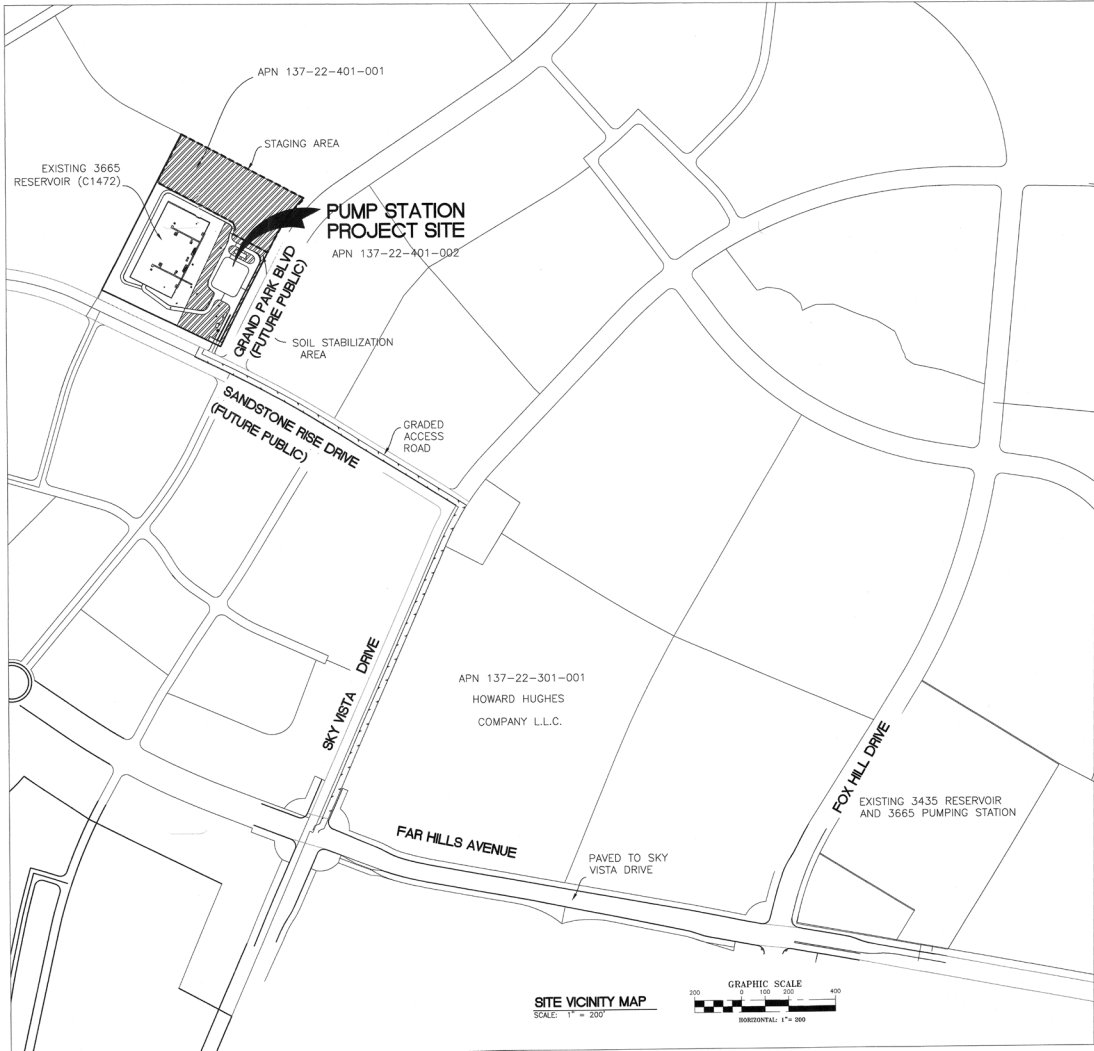
Attachments: Attachment A, Disclosure, Change Order

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

<b>Business Entity Type:</b>	Privately Held Corporation
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	37
<b>Corporate/Business Entity Name:</b>	J.A. Tiberti Construction Company, Inc.
<b>Doing Business As:</b>	
<b>Street Address:</b>	1806 Industrial Rd.
<b>City, State, and Zip Code</b>	Las Vegas, Nevada 89102
<b>Website:</b>	www.tiberti.com
<b>Contact Name:</b>	Mark C. Maffey
<b>Contact Email:</b>	mmaffey@tiberti.com
<b>Telephone No:</b>	702-382-7071
<b>Fax No:</b>	702-382-5361

### Nevada Local Business Information (if applicable)

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

### 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 relating 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.

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

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	More than ten Board members/officers?		More than ten Owners?	No
------------------------------------------------------------	---------------------------------------	--	-----------------------	----

### 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
Mario Anthony Tiberti	Director	25
Joe Milan Trust	Director	12.5
Ryan Milan Trust	Director	12.5

## 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.

<b>Signer Name:</b>	Mark C. Maffey
<b>Signer Title:</b>	Vice President
<b>Signer Email:</b>	mmaffey@tiberti.com
<b>Signed Date:</b>	2023-02-23

## 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.

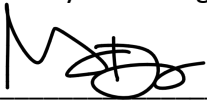
☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ 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:**

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.



Signature

Miles Davies - Snr. Construction Engineer

Print Name/Title

02.28.2023

Date



# LAS VEGAS VALLEY WATER DISTRICT™

**Commitment Number: 009368, Construction - Large -J. A. Tiberti Construction Company, Inc.  
C1547 Construction Project Commitment Change Order:#7**

## Contractor

**Contractor:** J. A. Tiberti Construction Company, Inc.  
**Company Address:** 1806 Industrial Road  
Las Vegas, NV 89102

## PCO Item Details

PCO No	Change Description	Change Amount
CPCO - 17	Modify the contract documents to extend the substantial completion date by 245 calendar days and the final completion date by 301 calendar days due to delays in ball valve procurement and coordination with testing of adjacent projects. The substantial and final completion dates are extended to July 24, 2023 and November 17, 2023, respectively.	0.00

<b>Total Change Amount</b>	<b>\$ 0.00</b>
<b>Total Contract Duration Change (Days)</b>	<b>301</b>

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

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. 009368 remain unchanged.

## ACCEPTANCE BY CONTRACTOR

**By:**

**Date:**

## AUTHORIZED BY OWNER:

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

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

John J. Entsminger, General Manager (or Designee)

## Attachments:

**Prepared By:** Parks, Stevie

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

January 16, 2024

**Subject:**

Reject Bid and Award Construction Contract

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors reject the bid from Menichino Construction LLC and award a contract for miscellaneous large backflow installations to Harber Company, Inc., dba Mountain Cascade of Nevada, in the amount of \$1,489,750, authorize a change order contingency amount not to exceed \$148,000, and authorize the General Manager to sign the construction contract.

**Fiscal Impact:**

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

**Background:**

Commitment No. 010136 for Contract No. 2362L, Miscellaneous Large Backflow Installations, Phase VIII (Contract), is for the installation of backflow devices at various sites in the City of Las Vegas, located as generally shown on Attachment A.

Sealed Bids were received and publicly opened on November 6, 2023. A tabulation of the bids received is listed below:

Menichino Construction LLC	\$986,125
Harber Company, Inc., dba Mountain Cascade of Nevada	\$1,489,750
Byrd Underground, LLC	\$1,537,991
Acme Underground, Inc.	\$1,572,400
Tand, Inc.	\$1,592,625
CG&B Enterprises, Inc.	\$1,839,840
TAB Contractors, Inc.	\$1,968,900

The Menichino Construction LLC (Menichino) proposal was determined to be non-responsive as Document 00 43 35, Five Percent Subcontractor Information, was not properly executed. The Harber Company, Inc., dba Mountain Cascade of Nevada (Harber), proposal is therefore considered to be the best bid received as defined by NRS 338.1389. Staff recommends that the Board of Directors reject the Menichino proposal and award the Contract to Harber. The attached agreement provides for Harber to accept and agree to all Contract terms. Harber is a Nevada corporation located in North 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:MTD:LT:evw

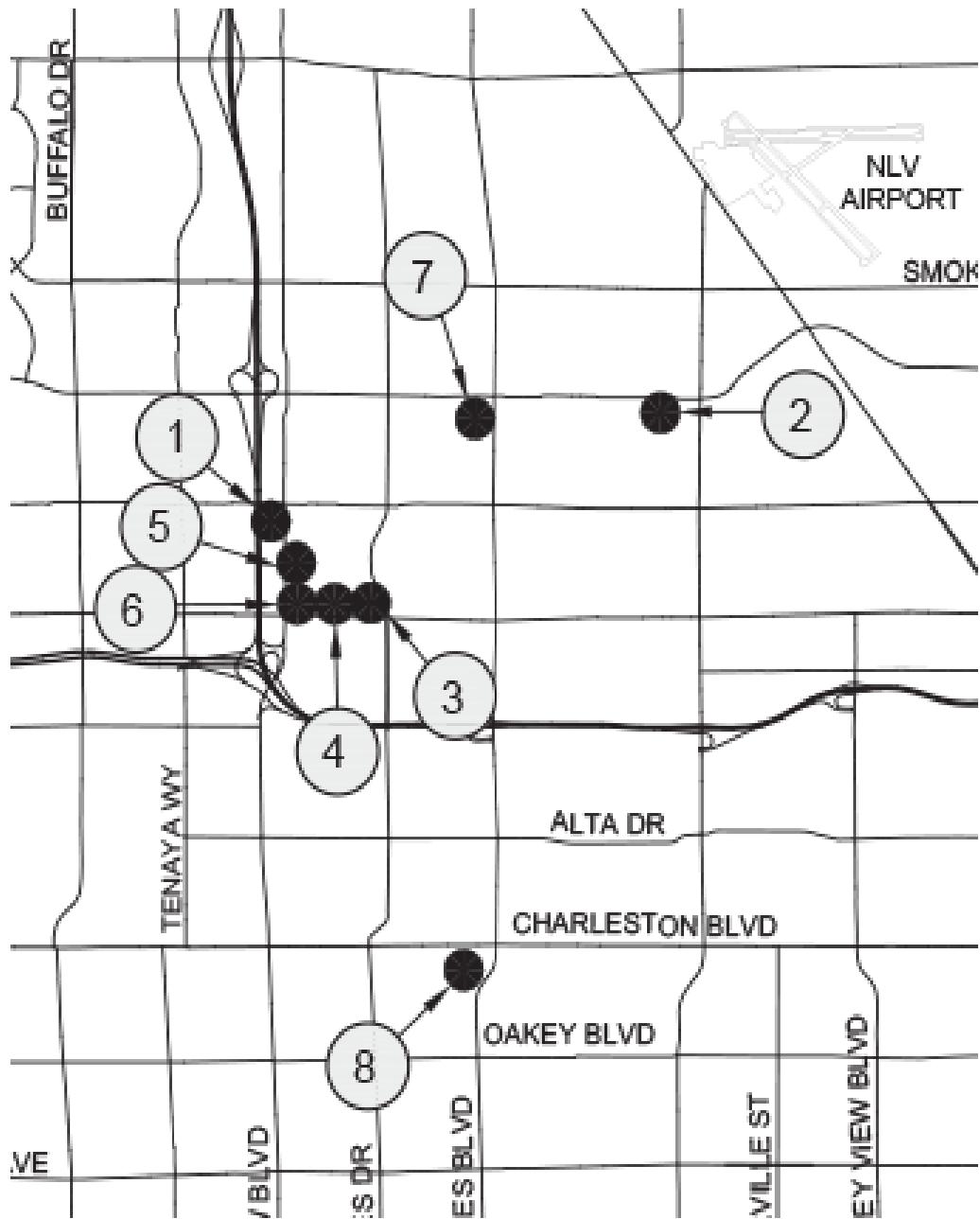
Attachments: Attachment A, Disclosure, Agreement

AGENDA  
ITEM #

**6**

**LVVWD BOARD OF DIRECTORS  
AGENDA ITEM**

**CONTRACT NO. 2362L\_010136  
MISCELLANEOUS LARGE BACKFLOW INSTALLATIONS, PHASE VIII**





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

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Privately Held Corporation
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	64
<b>Corporate/Business Entity Name:</b>	Harber Company, Inc.
<b>Doing Business As:</b>	Harber Company, Inc. d.b.a Mountain Cascade of Nevada
<b>Street Address:</b>	3764 Civic Center Drive
<b>City, State, and Zip Code</b>	North Las Vegas, Nevada 89030
<b>Website:</b>	mountaincascade.com
<b>Contact Name:</b>	Andy McCulloch
<b>Contact Email:</b>	amcculloch@mountaincascade.com
<b>Telephone No:</b>	702-736-8802
<b>Fax No:</b>	702-736-8958

### Nevada Local Business Information (if applicable)

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

### 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:** *(if applicable)*

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	More than ten Board members/officers?		More than ten Owners?	No
------------------------------------------------------------	---------------------------------------	--	-----------------------	----

### Names, Titles and Percentage Owned:

<b>Full Name</b>	<b>Title</b>	<b>% Owned</b> (Not required for Publicly Traded Corporations/Non-profit organizations)
Michael Duke Fuller	CEO / President	100



## 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.

<b>Signer Name:</b>	Andy McCulloch
<b>Signer Title:</b>	Vice-President
<b>Signer Email:</b>	amcculloch@mountaincascade.com
<b>Signed Date:</b>	2023-07-31

## LVVWD/SNWA/SSEA Review

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

X **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:**

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

<u>shannon ono</u>	<u>shannon ono / construction manager</u>	<u>07/31/2023</u>
Signature	Print Name/Title	Date

AGREEMENT

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

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

In exchange for the mutual promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner has awarded to Contractor the Contract for:

Title: Miscellaneous Large Backflow Installations, Phase VIII

Project No: 2362L (C1505)

Commitment No: 010136

Public Works Project Identifying Number: CL-2023-212

2. 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. 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:

[CONTRACTOR'S NAME]

Harber Company, Inc.

By: \_\_\_\_\_  
Signatory Empowered to Bind Contractor

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Official Title

LAS VEGAS VALLEY WATER DISTRICT

By: \_\_\_\_\_  
John J. Entsminger  
General Manager (or Designee)

Approved as to Form:

  
\_\_\_\_\_  
Attorney for Las Vegas Valley Water District

END OF DOCUMENT