

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

REGULAR MEETING 9:00 A.M. – JANUARY 21, 2025 Marilyn Kirkpatrick, President
Jim Gibson, Vice President
April Becker
Justin Jones
William McCurdy II
Michael Naft
Tick Segerblom

John J. Entsminger, General Manager

Board of Directors

Date Posted: January 13, 2025

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

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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

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.

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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 public comment received through January 20, 2025, 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 3, 2024.
- 2. For Possible Action: Select a President and Vice President for calendar year 2025.

CONSENT AGENDA Items 3 - 7 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, Amendment No. 2 to the existing interlocal agreement between Clark County and the District for construction of water facilities as part of Las Vegas Boulevard Improvements Project, Phases E and F, for an increase of \$220,000, resulting in a total amount not to exceed \$16,478,574.
- 4. For Possible Action: Approve and authorize the General Manager to sign an amendment to the existing agreement between AtkinsRealis USA Inc., and the District to provide professional design engineering and construction support services for the South Boulevard 2745 Zone Reservoir, increasing the existing agreement by \$330,782, resulting in a total amount not to exceed \$3,919,314.
- 5. For Possible Action: Approve and authorize the General Manager to sign an agreement between Richmond American Homes Nevada, Inc., and the District for pipeline oversizing within the 3205 Pressure Zone along Iron Mountain Road in an amount not to exceed \$1,500,000.

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- 6. For Possible Action: Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between the Nevada Department of Transportation and the District for the modification of water facilities as part of the NDOT I-15 Tropicana Design-Build Project and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.
- 7. For Possible Action: Approve and authorize the General Manager to sign a bolstering main agreement between the Sanchez Family Trust and the District for installation of water facilities as part of the 4330 Cameron Street Project, in an amount not to exceed \$479,943; and authorize the General Manager, or his designee, to sign future bolstering main agreements, in substantially the same form as attached hereto, pertaining to the construction of new water facilities for District paid reimbursements that do not exceed \$500,000.

BUSINESS AGENDA

- 8. For Possible Action: Select three directors to serve on the District's Retirement Plan Subcommittee.
- 9. For Possible Action: Award a contract for the replacement of permanent pavement and concrete appurtenances at locations within easements or rights-of-way defined by individual District work orders to Sunrise Paving, Inc., in the amount of \$4,999,750, authorize a change order contingency amount not to exceed \$490,000, authorize up to two additional renewal terms, and authorize the General Manager to sign the construction agreement.
- 10. For Possible Action: Award a contract for the replacement of permanent pavement and concrete appurtenances at locations within easements or rights-of-way defined by individual District work orders to J & J Enterprises Services, Inc., for the amount of \$3,473,842, authorize a change order contingency amount not to exceed \$340,000, authorize up to two additional renewal terms, and authorize the General Manager to sign the construction agreement.
- 11. *For Possible Action:* Award a contract to install an emergency pipeline and pressure reducing valves connecting two service zones to Menichino Construction LLC in the amount of \$1,795,325, authorize a change order contingency amount not to exceed \$170,000, and authorize the General Manager to sign the construction agreement.
- 12. For Possible Action: Award a bid for the purchase of meter boxes and lids to Ferguson Enterprises, LLC, authorize an initial annual amount not to exceed \$3,000,000, authorize line item price increases of up to 3 percent per year, authorize a 5 percent contingency year over year for product volume increases, and authorize the General Manager to sign the purchase agreement.
- 13. *For Information Only:* Receive a presentation on Colorado River hydrology, regional conservation initiatives and water management strategies.

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 BIG BEND WATER DISTRICT KYLE CANYON WATER DISTRICT JOINT BOARD MEETING DECEMBER 3, 2024 MINUTES

CALL TO ORDER 9:00 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

William McCurdy II

Ross Miller Michael Naft Tick Segerblom

DIRECTORS ABSENT: Justin Jones

STAFF PRESENT: John Entsminger, Dave Johnson, Doa Ross, Tabitha Fiddyment, Kevin Bethel

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvvwd.com/apps/agenda/lvvwd/index.cfml

Laura McSwain, 2727 Ashby Ave., representing the Water Fairness Coalition, commented on item #5 and read directly from written comments which were submitted and are included in these minutes.

Pete Foley, 4512 Fernbrook Rd., commented on item #7 and compared the District's Service Rules to the Service Rules for the other water systems that it manages, primarily the water billing and enforcement information. He stated that there are different rules for different parts of the community and does not understand why only District customers are faced with the Excessive Use Charge. He also stated that the community was promised by the District an accounting of the Excessive Use Charge revenue and has still not yet received that information.

Ed Uehling, Las Vegas, spoke on item #5 and distributed written comments to the board. He stated that item #5 has inadequate and inaccurate information that does not conform with the IRPAC's recommendations. He stated that the IRPAC violates Nevada's information laws and is a dubious organization. His written comments are included in these minutes.

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 5, 2024. The motion was approved.

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

- 2. Approve and authorize the General Manager to sign Change Order No. 5 to the contract with Farr Construction Corporation for potable water tank rehabilitation in an increased amount not to exceed \$100.530.
- 3. Approve and authorize the President to sign an amendment to the existing agreement between the City of Las Vegas and the District for construction of water facilities as part of the CLV Pinto Lane Streetscape Improvements Phase II Project, increasing the existing agreement by \$22,988, resulting in a total amount not to exceed \$591,023.
- 4. Approve and authorize the President to sign an interlocal agreement between Clark County and the District for the construction of water facilities as part of the Regional Transportation Commission Maryland Parkway Bus Rapid Transit, from Sahara Avenue to Las Vegas Medical District Project for an amount not to exceed \$1,458,664.

MINUTES - JOINT MEETING - DECEMBER 3, 2024 - PAGE TWO

5. Approve and authorize the General Manager, or his designee, to sign an agreement between HDR Engineering, Inc., and the District to provide professional design engineering services for the Valley View Campus Central Chiller Plant Project in an amount not to exceed \$2,049,063.

John Entsminger, General Manager, made a correction of a typo on item #2, and stated that it should be Change Order No. 7, not Change Order No. 5.

President Kirkpatrick made a clarification on item #5, and stated that the IRPAC is not an association, but rather a citizens advisory committee that was established by the Southern Nevada Water Authority (SNWA) and approved by its Board of Directors. Mr. Entsminger added that the advisory committee made recommendations on both conservation measures and the long-term capital plan, as well as how to finance those initiatives.

Vice President Gibson recommended that at a future meeting, staff provide more information for the public about what is described in item #5.

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

motion was approved.

BUSINESS AGENDA

6. Conduct a Public Hearing to consider and adopt Service Rule changes increasing non-potable water rates and removing rules related to the installation of non-potable water facilities and non-potable water system connections.

President Kirkpatrick opened the public hearing.

Serena Kasama with Carrara Nevada spoke on behalf of some of the affected golf courses. She stated that the golf courses appreciate the constructive conservations with SNWA and are in support of the timeframe and rate implementation plan.

With no others wishing to speak, President Kirkpatrick closed the public hearing.

FINAL ACTION: A motion was made by Vice President Gibson to adopt the Service Rule changes as described in item #6. The motion was approved.

7. Conduct a Public Hearing to consider and adopt changes to the Service Rules for the Blue Diamond Water System, Big Bend Water District, Kyle Canyon Water District and Searchlight Water System to restrict nonessential water use, prohibit water waste, implement fees and charges for water theft, and make other clarifying revision

Mr. Entsminger stated that all these changes currently exist in the District's Service Rules, so this is simply making them uniform for all the outlying systems that the District manages.

President Kirkpatrick opened the public hearing.

Pete Foley commented on the sentiment of making the rules uniform for all systems, stating that this was untrue, noting some areas in the valley face an Excessive Use Charge and some do not. He added that it is unfair and inequitable.

With no others wishing to speak, President Kirkpatrick closed the public hearing.

FINAL ACTION: A motion was made by President Kirkpatrick to adopt changes to the Service Rules for the

Blue Diamond Water System, Big Bend Water District, Kyle Canyon Water District and

Searchlight Water System as described in item #7. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Laura McSwain followed up on something related to item #5 and explained why monitoring expenditures is so critical. She referenced a news article from the Arizona Daily Star written on November 28, 2024, related to litigation on the Colorado River compact and stated that all dollars should go towards protecting our water resources. She requested information that was promised by the District of an accounting of the Excessive Use Charge revenue, as well as the expenditures at the Springs Preserve. She submitted additional comments which are included in these minutes, as well as the previously mentioned news article from the Arizona Daily Star written on November 28, 2024.

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Sharon Sealy, 6475 Darby Ave., stated that the community's quality of life has been affected by water conservation decisions of the board, specifically the Excessive Use Charge, the removal of grass, and the installation of artificial turf, which contain hazardous materials. She said the District's excessive charges are unfair and is concerned about the increasing temperatures in the Las Vegas valley. She suggested that staff focus time and resources on developing drought-tolerant grasses.

Carol Reynolds, 2740 Mann St., recently visited Phoenix and saw a large contrast in the outdoor spaces that residents enjoy, compared to Las Vegas' spaces, because of strict conservation measures. She stated that it appears that City and County officials are more interested in using taxpayer money to fund the hospitality industry and professional sports interests and cater to developers. She stated that locals are punished by the unreasonable water policies enacted by officials. She spoke about the Bezos Earth Fund that has committed \$400 million to funding grants to underserved urban areas and stated that Las Vegas did not meet requirements because of the lack of community input.

Diane Henry, 7525 Coley Ave., expressed frustration about the District's heavy-handed Excessive Use Charge and other conservation measures, but stated that the proposed septic waiver program is good and sorely needed, and thanked the board as they rethink the excessive fees and restrictions that were proposed. She stated that the proposed fees are a slap in the face of property owners and any waiver fees should be cost-based. She added that just because the board can be extreme in its water policies doesn't mean that it should.

Pete Foley called into question the District's marketing strategy, stating that it is highly inappropriate and misleads consumers in an effort to manipulate behavior. He stated that the most recent advertising campaign does the same and displays a lot of inaccuracies. He estimated that the District spends approximately \$10 million annually on marketing. He added that this year was recorded as having the most deaths in Clark County due to heat and its impact. He said that part of it is climate change, but the loss of the urban forest in Southern Nevada and the increase in the heat island index contributes to this.

Michelle Ravell, Alexander Rd., stated that the Clark County Commission was elected to represent the people of Clark County, and she feels like there is no representation for the people with regards to water policy and the challenges that the community faces.

Margaret Matherly, 10629 Shoal Haven Dr., stated that in August she found a leak in her yard, which was repaired, but received a water bill of \$700. She said she called the District and staff told her that her water meter was still showing water flow and that there must be another leak on her property. She stated that she hired a plumber, and they found the leak and repaired it. She said that she received another large water bill and a water waste notice stating that she was failing to adhere to mandatory watering restrictions, but her landscaper told her that she was meeting those requirements. Ms. Matherly submitted her water waste warning notice which is attached to these minutes.

Ed Uehling, Las Vegas, asked how much water will be saved spending \$2 million of taxpayer money as described in item #5. He stated that the board is not willing to ask the District questions about its programs and initiatives. He mentioned the IRPAC, how its members were appointed, and added that staff are misinterpreting IRPAC's recommendations.

President Kirkpatrick concluded the meeting and stated that in the first quarter of 2025, she would like to discuss what a growth moratorium would look like, the current and projected levels in Lake Mead, and the Colorado River negotiations and implications. She would like to inform the members of the public, so they properly understand the current and future water resources in Southern Nevada.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:40 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.



December 3, 2024

LVVWD Meeting Comments: Item #5

"To be a steward of water and a leader in conservation, the District strives to showcase how water conservation can be accomplished in building cooling."

The District's responsibility is to deliver water based on the cost of delivery and facility maintenance.

The agreement being considered for approval includes the following breakdown for engineering services for an "Air-Cooled Chiller, with a price tag of \$2,049,063. A "previous study" is referenced.

Project Management	\$188,921
Design Concept Memorandum	\$103,128
Predesign	\$281,591
Design	\$734,186
Bid Phase Design Services (T&M)	\$57,938
Engineering Services During Construction (T&M NTE)	\$217,451
Record Drawings	\$29,569
Supplemental Services (T&M)	\$250,000
Subtotal	\$1,862,784
Contingency	_\$186,279
Total	\$2,049,063

If this technology is being developed in order to SHOWCASE how water conservation can be accomplished and the Districts' leadership, why is it included in a consent agenda? Will this be categorized as a "conservation" expenditure? What are the budgetary numbers for the project's completion? There must be some. It doesn't seem reasonable for this kind of spend, absent a general understanding of what the full cost is expected to be, not to mention a cost benefit analysis. "Conservation leadership" also includes respect for those paying the tab.

What are the ratepayers in for on a project that few can afford to implement within the private sector? Particularly a retrofit. The meeting from May 3, 2022, that approved the research for the best option to change out "consumptive-use cooling towers" was completed in November 2022. If there is information available somewhere that elaborates on this finding, please point it out.

Considering that "several buildings" are referenced in the background, it seems that the public is entitled to a more robust discussion on this investment that includes next steps, the bid process, and something more elaborate that simply stating that "funds for future year expenditures will be budgeted accordingly." This project seems better suited for a new build where the District can operate under the same rules of engagement and fiscal constraints of the rest of the community. As a consent agenda item, the public is being denied relevant information and the opportunity for oversight it is entitled to. As our representatives, the board should want that transparency as well.

Laura Modwain, President

Water Fairness Coalition, Inc

Public Comment received for the 12/3/24 LVVWD Board of Directors Meeting

3December2024

To: LVVWD Board

From: Edmind Uehling ed.uehling@yahoo.com 702-808-6000 (leave message)

Re: İtem #5 of today's agenda (\$2+million to replace chiller at Valley View offices

Item #5 contains several inaccuracies and raises questions that should be considered by this Board—particularly since none of you attended any of the IRPAC meetings that are cited as go-ahead signals for potential multi-million-dollar boondoggles such as Item #5. It incorrectly asserts that the 2019-21 IRPAC—an ad hoc fake organization whose membership and meetings were completely controlled by SNWA bureaucrats leadership—mostly in violation of the Nevada State open meeting laws, such as refusing to release its agendas until the start of its meetings, permitting changes and votes with no public input, etc..

Having attended nearly all of its meetings I can pretty safely assert that the recent run-away policy of outlawing all industrial cooling towers was NEVER discussed by IRPAC. Typical of the sham policies promoted by SNWA/IRPAC, while other less harmful means ("geothermal cooling and single pass cooling") were actually discussed, there is literally zero information in either Item #5 of this agenda or the actual IRPAC policy recommendation #12 (of 22 total policy recommendations) that justify either taxpayers or businesses to spend \$2M to "conserve" an unstated amount of water. I.e., I don't believe anyone would have come away from the IRPAC meetings believing that their businesses might be saddled with a \$2+million bill for saving relatively tiny amounts of water in exchange, much less for the purpose of PROMOTING (no less) the most wasteful water use: single-family developments.

Consistent with the hidden agendas behind the haphazard, political decision-making of water initiatives, there is no cost-benefit analysis of this project in Item #5 (see below). Additionally, as has always been the guiding principle behind LVVWD Board's decision-making, innocent parties (in this case every LVVWD customer) will pay the cost of SNWA fanaticism, incompetence and corruption—not the highly subsidized political contributors/beneficiaries!

IRPAC Item #12: Evaluate changes necessary to reduce current and future consumptive water losses associated with evaporative cooling technology.

Evaporative cooling represents a large consumptive use in Southern Nevada. New technologies such as geothermal cooling and single pass cooling may greatly reduce the amount of water currently being lost by evaporative cooling practices, and additional research is needed to assess how best to deploy and utilize more water efficient cooling technologies. The committee supported continued efforts towards reducing water use in this sector.

Item #5 of today's agenda intentionally misinterpreting IRPAC's declaration on specific consumptive use of water by existing residents and businesses WITHOUT either referenc4 to the solutions proposed by IRPAC or cost benefit analyses. "On October 17, 2019, the SNWA Board of Directors (SNWA Board) established an Integrated Resource Plan Advisory Committee (Committee) to review the region's hydrologic conditions and Southern Nevada's water conservation initiatives. The Committee recognized that climate change, a growing population, and system loss necessitate further reductions to consumptive water use in Southern Nevada. The Committee made several conservation-related recommendations, including the recommendation that the Authority evaluate changes necessary to reduce current and future consumptive water losses associated with evaporative cooling technology.

Public Comment received for the 12/3/24 LVVWD Board of Directors Meeting

December 2 2024

To:

Members of the LVVWD Board

From:

Ed Jehling. Ed. uehling@yahoo.com 702-808-6000

Re:

Defective Minutes of 5November2024 meeting

For a number of months, the public has been able to rely on the minutes to understand what has been said at the meetings of this Board. The person creating those minutes made a consistently honest attempt to capture what citizens have expressed during public comment. Prior to the intervention of that individual, the Board's secretary/minute writer went out of their way to make the public commentator look ridiculous or, at least, difficult to understand. I, therefore, request that the Board change the minutes to make my comment understandable. Failing this, I submit the following context and information which better explains the impossibility of conserving our way out of our water shortages:

Ed Uehling, Las Vegas, spoke on item #16—Water Conservation Plan—and drew attention to the fact that there was given no consideration in that plan to creating additional sources of water. He pointed out that it is impossible for Las Vegas to conserve its way out of the limited supply allocated 100 years ago when fewer than 10,000 people lived in the Valley.

Far worse than the above, however, is the treatment given to another speaker from the public at the same meeting. Ms.Laura McSwain: provided nearly 10 pages of serious research on the dangers posed to the Clark County public, particularly our young people, by the substitution of grass by materials comprised of micro-plastics. Not only is her research far more sophisticated and pertinent than anything produced by the 1600 employees of the LVVWD during the 30 years I have been attending your and SNWA board meetings. While ingrained policies have been adopted by both boards 1) to ignore completely, if not treat as an unnecessary burden, anything presented by the public regardless of its accuracy or seriousness and 2) to pass-off all costs of misguided policies to other public agencies or, as in this case, to the long-term health of Southern Nevadans (even children). That's what this agency did with regard to the tens of thousands of trees you purposely destroyed and the Eastside heat island you created on behalf of your developer friends.

What purpose does public comment serve under these autocratic conditions? Or does it result from cowardice? Not one word came from the board in consideration of her comments and her serious research and, as is typically the case, neither the board or its incompetent and care-only-for-themselves-management team bothers to discuss this very serious issue during its December meeting.

Public Comment received from Laura McSwain for the 12/3/24 LVVWD Board of Directors Meeting (10 pages)



December 3, 2024 - Public Comment

December's meeting is noteworthy <u>NOT</u> for what is included, but what is lacking.....an agenda item that

identifies **promised** information regarding the revenue and expenses associated with **Excessive Use Charge penalties**, and the **Springs Preserve**. This information was asked for by both Commissioner Gibson and Chairman Tick Segerblom at the **May 20, 2024 special meeting** with a response in the affirmative from GM, John Entsminger. The fact that "all future conservation programs have yet to be deployed" is irrelevant for this request. What is of concern is the regular monitoring of money that has been a bone of contention by those impacted. Impacted by what has been lost in personal financial security, personal loss of investments in landscaping either by death, disposal or replacement, and just the loss of being able to enjoy the fruits of one's labor. As far as the Springs Preserve, this is arguably an investment outside the boundaries of the LVVWD charter and deserves direct and regular cost-benefit analysis.

At every subsequent meeting the absence of this information has been addressed on public record. Finally, during the **September 3rd meeting**, Commissioner and President of the LVVWD Board of Directors, Marilyn Kirkpatrick, said it would be available in the "Fall." During the November meeting, a hearing on the financials being submitted to the State of Nevada was presented, still no info on the Excessive Use Charge Penalties or the Springs Preserve. One would think that an **AUDIT REPORT** would have had enough information to produce some measure of information on the revenue and expenses for these "**profit centers**". As has been discussed previously, LVVWD

2727 Ashby Ave Las Vegas, NV 89102 702-596-4748

and SNWA both "lump" expenditures together into groups making it impossible to scrutinize programs individually. And in the most recent financial statements presented Excessive Use Charge penalties have been combined with general operating revenue.

It is important to keep up the pressure. As was pointed out in the **November 24th Newsletter about Injustice**, Commissioner Gibson objected to a proposal during the most recent **November 21st, 2024 SNWA meeting** (minutes are not yet available, but it is better to listen to the audio of the meeting to get the full information anyway).

The Executive Team of LVVWD/SNWA put forward a waiver process for residents requiring septic permits in order to affordably build their homes. They would be required to pay a fee of \$40,000, as well as a monthly fee until municipal services were close enough to be required to attach. In the nearly two years that WFC has been present at meetings, rarely are there questions, let alone disagreement and substantive deliberation about policy prescriptions. This was a first and hopefully not the last.

Why is this important?

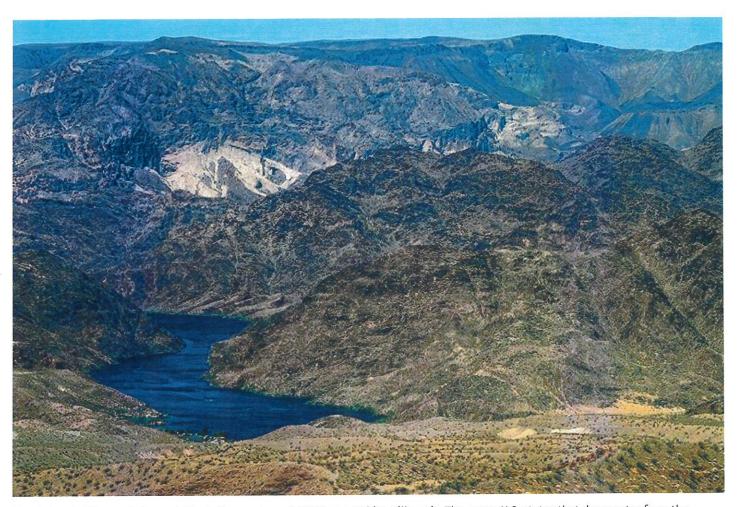
Following normal chain of command, it is the responsibility of the voters and ratepayers to oversee the politicians hired to oversee and protect residents from burdensome policies and fiscal irregularities brought about by bureaucracy. What we are witnessing is a general lack of oversight at both the public and the political levels.....it is up to us!

Laura McSwain, President Water Fairness Coalition, Inc https://www.havasunews.com/news/arizona/colorado-river-compact-clash-arizona-officials-warn-of-looming-legal-battle-over-water-cuts/article_e97efec2-ae09-11ef-9512-170862d96987.html

FEATURED

Colorado River compact clash: Arizona officials warn of looming legal battle over water cuts

By TONY DAVIS
The Arizona Daily Star via Tribune News Service
Nov 28, 2024



The Colorado River cuts through Black Canyon, June 6, 2023, near White Hills, Ariz. The seven U.S. states that draw water from the Colorado River basin are suggesting new ways to determine how the increasingly scarce resource is divvied up when the river can't provide what it historically promised.

Associated Press/Today's News-Herald file

An outcome long held to be unthinkable for the Colorado River Basin — litigation — has entered the realm of the thinkable.

It may even be likely, in the face of continued river water shortfalls and irreconcilable conflicts between the Lower Basin states including Arizona and the Upper Basin states over how to fix them.

The clear possibility of lawsuits loomed large this past week at a public meeting in Phoenix. Top Arizona water officials made the case that the Upper Basin states are only three years away from the point where they're not sending enough water from Lake Powell downstream to Lake Mead to meet legal obligations set by the 1922 Colorado River Compact.

That — and the differences between the two basins over how to share the pain of water shortages — could spark court fights, an outcome that until now was seen as highly undesirable for many reasons. Not least, it's that a lawsuit would blow up and jeopardize a longstanding tradition of collaboration among the basin states. It would also drag out the conflicts over the Colorado almost indefinitely — as the river's supplies continue declining.

The 1922 compact divided the river's water rights between the two basins and set minimum requirements for how much Upper Basin states must send downriver to the Lower Basin states over 10-year periods. Arizona, Nevada and California are the Lower Basin states. Utah, New Mexico, Colorado and Wyoming make up the Upper Basin.

Litigation would be preceded by what water experts say is a "compact call," a never-used tactic in which Lower Basin states would demand that the Upper Basin reduce its water uses to bring releases in line with compact requirements.

"When you do a compact call, that is akin to dropping a bomb into the process," said David Wegner, a retired U.S. Bureau of Reclamation engineer who still works on water issues as a member of a National of Academy of Sciences Advisory Board.

Colorado River Water Cuts

The Colorado River flows through the Grand Canyon. Litigation between the river's Lower Basin states, including Arizona, and Upper Basin states may be likely, in the face of continued river water shortfalls and irreconcilable conflicts over how to fix them.

Both basins' officials agree the compact requires the Upper Basin states to deliver 75 million acre-feet of water to the Lower Basin over a decade. One big difference arises because the Lower Basin states also make the case — and the Upper Basin disagrees — that the Upper Basin states must make available another 750,000-acre feet annually over a decade to help satisfy U.S. obligations to deliver twice that much in that time to Mexico. The latter boosts the total delivery obligation to 8.25 million acre-feet — the equivalent of eight years' worth of Central Arizona Project deliveries to Arizona.

There is no provision in the 1922 compact for someone to make a compact call, said longtime water researcher and former Colorado regional water official Eric Kuhn. But the idea of such a call has evolved over the years to mean the Lower Basin states would demand the Upper Basin states curtail uses and deliver more water to the Lower Basin, Kuhn said.

"The Upper Division states would almost certainly say 'hell no!' The Lower Basin States would then go to court to ask the Supreme Court to force the Upper Division states to implement a compact call to deliver more water," Kuhn said.

At the meeting of water officials Monday in Phoenix, Arizona Department of Water Resources Director Tom Buschatzke said he doesn't want Arizona being "backed into a corner" and taking an unacceptable negotiated deal to avoid litigation.

At the same time, he said, "I do not want litigation. There is uncertainty with litigation. We see that in other basins, with judges running rivers. It's not good for anybody."

Nevada officials declined to comment on remarks by ADWR and Central Arizona Project officials about the possibility of going to court.

Colorado River Water Cuts

Water flows along the All-American Canal near Winterhaven, California. The canal conveys water from the Colorado River into the Imperial Valley. California officials are "united" with Arizona on the need to enforce the 1922 river compact.

But California's Colorado River Commissioner J.B. Hamby said California officials are "united" with Arizona on the need to enforce the compact's legal obligations if necessary.

And a number of local officials, including Tucson City Manager Tim Thomure, said they also would support Arizona's position if it comes to that.

"A compact call is the elephant in the room on the Colorado River," Hamby said. "The risk of conflict will only grow if the Upper Basin states fail to work in good faith with the Lower Basin to achieve basin-wide reductions and sustainable river management.

"Inaction places the entire Colorado River Basin at risk, including the risk of involuntary curtailments to Upper Basin water users," he continued. "These risks are far from hypothetical and have been known for decades — they could disrupt major metropolitan areas like Denver and provoke serious conflicts between senior agricultural users and junior urban users within the Upper Basin.

"The only viable path forward is compromise — anything less jeopardizes the future of the entire basin and Upper Basin water users," Hamby said.

"A giant chasm" in viewpoints

CAP General Manager Brenda Burman outlined serious concerns at Monday's meeting of the Arizona Reconsultation Committee.

Those concerns are that fairly soon, the Upper Basin won't meet its obligation, if annual releases from Lake Powell to Lake Mead stay at their current level of 7.48 million acre-feet until then.

"If it continues like this, the Upper Basin will be out of compliance, possibly as early as 2027," Burman said.

This is happening at the same time the two basins have been deadlocked for nearly nine months over competing proposals for reducing humans' take from the Colorado.

The Upper Basin proposal calls for the Lower Basin to take all the needed future cuts in water supplies. That's partly on the grounds that the Upper Basin currently uses far less river water every year than its annual legal share. The Lower Basin is using much less water than it used to, but it still uses significantly more water than the Upper Basin, and when evaporation is considered, it uses more water than its 1922 compact allocation.

The Lower Basin proposal says it will swallow the first 1.5 million acre-feet of cuts needed to eliminate its long-standing structural deficit between water use and supplies.

But if more cuts are needed, its proposal would split them equally between the basins. The Lower Basin states argue that it's not fair to ask them to bear the entire burden of bringing the depleted river into balance.

Upper and Lower Basins, Colorado River

At Monday's meeting, Burman said that under the Lower Basin proposal, the Upper Basin's share of cuts would be much less than the cuts it would have to take if the Lower Basin states sued to force the Upper Basin into complying with the compact.

"I hope this underlines why we believe the Lower Basin alternative is a compromise," Burman said.

So far, the Upper Basin has only offered to make "voluntary, compensated reductions in water use," but those reductions wouldn't have any certainty and would be pretty small in size, said ADWR Director Buschatzke.

The Upper Basin states also want to eventually "grow" their water use by building additional projects to store and/or divert river water, without regard to their river compact obligations, he said.

"This is a visceral issue. There's a giant chasm" between the two basins on that point, he said, "and it is a bottom line for all three of us (Lower Basin states)."

"Disappointed" with Arizona

Responding, Becky Mitchell, Colorado River commissioner for the state of Colorado, said, "It is disappointing that Arizona is considering destabilizing litigation in the Colorado River Basin. It appears to be in an effort to avoid reducing their uses in sufficient amounts to stabilize the system in a drier future.

"The Upper Division States have fully complied with the Colorado River Compact, and use millions of acrefeet less than our apportionment every year," said Mitchell, in a written statement.

That's due to what she called "strict administration of water rights" and regular water shortages on tributaries to the river in the Upper Basin from which farmers draw their water.

"The Upper Division States' alternative suggests that the Lower Basin water users should also take steps to live within the available supply, as Upper Basin water users have done for years," Mitchell wrote.

"Colorado is committed to working with the other basin states, the tribal nations, and the Bureau of Reclamation towards collaborative and sustainable solutions on the Colorado River. We are prepared to defend Colorado's significant interests in the Colorado River.

"But I believe that the best outcomes, particularly for Arizona and the other Lower Basin States, happen when the states negotiate together," Mitchell said. "This moment makes it clear that the status quo is not working. We cannot continue the demand-based management of Lakes Powell and Mead. We must move to a supply-based framework where actual water supplies mean the entire Colorado River Basin is living within the means of the river."

"50/50" who would win

Legal experts are split over the Lower Basin's chances of winning in court over the compact.

Kuhn said, "I'd say it's 50/50 as to which side has the better case, but it's a certainty that such a case would take years for the court to make an actual decision."

Sarah Porter, director of Arizona State University's Kyl Center for Water Policy, said she believes the "Lower Basin has a pretty strong case" if water releases drop below 8.25 million acre-feet annually over 10 years.

The Upper Basin states and their legal supporters note the compact required them not to "deplete" the river's flow below that level. They say that requirement doesn't apply when the depletion is caused by climate change.

But nothing in the compact appears to make an exception for something like climate change, Porter said. Officials did contemplate a long-term drought back in 1922, and "there was an understanding that weather was super unpredictable and the risks were allocated," she said.

As for the Upper Basin's obligation to Mexico, ASU law Professor Rhett Larson noted that the 1968 law that authorized construction of the CAP's canal system makes it explicit that the Upper Basin has an obligation to Mexico. The law makes it a "national obligation" to satisfy Mexico's water right to the Colorado River under a 1944 treaty.

"A national obligation is hardly national if it applies only to some of the states, or to one basin," Larson said.

But University of Colorado law Professor Mark Squillace said he suspects Lower Basin state officials understand that suing to enforce an alleged compact violation "opens a can of worms that would be better off left closed."

If the Lower Basin were to sue, the Upper Basin might well choose to defend itself on the grounds that the 1922 compact is void, as a matter of contract law, at least as to its water allocation "because it was based upon a fundamental mistake of fact," he said.

"That mistake, of course, was the assumption that the river would produce on average about 16.9 million acre-feet, which was roughly the amount that was being produced during the period that preceded the compact," he said.

It's been far less and is now down to about 12 million. The Lower Basin's claim of being entitled to 8.25 million acre-feet a year would leave the Upper Basin with something less than 4 million a year.

"Whatever one thinks of the compact, this is surely not what the drafters intended," Squillace said.

This case could go several different ways, "but I think the federal government would get involved before it turns into a bloodbath between the states," said Wegner.

ASU water researcher Kathryn Sorensen, however, said the amount of water over which the basins are fighting — up to 4 million acre-feet in potential annual cutbacks — may be too big to be settled through collaboration.

"I desperately hope someone pulls a rabbit out of the hat," Sorenson said.

"With 2 million acre-feet, you may be able to find the right package of wins and losses and tradeoff. At 4 million, those tradeoffs become so enormous, so obstructive, at that point, you might as well play this out and see who wins. What are you left with? You go to the mat."

Las Vegas, NV 89153 702-870-2011 • lvvwd.com

LAS VEGAS VALLEY WATER DISTRICT

1001 South Valley View Boulevard

9/13/21 3 36 PM 0 0009257 20241122 VKAOB103 LVVWD 1 oz DOM VKAOB10000* 166157 LV

RE: WATER WASTE WARNING NOTICE YOUR PROPERTY AT: 10629 SHOALHAVEN DR

Dear LVVWD Customer,

Today's metering technology allows us to analyze water usage patterns. A review of your property's water consumption conducted this month strongly suggests that your landscape is being watered more days than permitted under the mandatory seasonal watering restrictions. If you have already changed your watering clock or there is another known cause, such as filling a pool, please disregard this notification.

Your usage pattern indicates that you are:

- Watering more than your 1 assigned day in WINTER is water waste. Overwatering can harm your trees and plants. Follow these tips:
 - **Sprinklers:** Water your grass for a recommended 12-minute total (3 four-minute cycles) per watering day.
 - **Drip:** Water your plants and trees every 7-14 days, but for a longer duration, depending on the flow of your emitters. Get tips at **snwa.com**.

Failing to adhere to the **mandatory watering restrictions** can result in costly fines that range from \$80 up to \$5,000 for repeat violations. This courtesy reminder is intended to help prevent that from happening. **Please change your watering clock immediately.** To find your watering day visit SNWA.com.

Even if a landscaper maintains your irrigation system, you are still responsible for following the **mandatory** watering restrictions.

If you do not have a sprinkler or high-volume drip irrigation system on your property, the metered water use identified could be representative of a leak, malfunction, pool refill or other high-water use activity.

Due to ongoing drought, climate change and low water levels at Lake Mead—the source of 90 percent of our water supply—the community's water allocation has been reduced by more than 8 billion gallons and additional reductions are expected in the future.

Reducing outdoor water use NOW has never been more important, and it's the best way to conserve water in Southern Nevada. This is because all the water we use indoors is captured, recycled, highly treated, and returned to Lake Mead, which extends our water supply. However, all the water used outdoors is gone forever.

The single largest water use in our community is residential landscape irrigation. When every property in Southern Nevada follows the seasonal watering restrictions

year-round, our community saves billions of gallons of water annually. In fact, the average homeowner can save more than \$300 per year by simply changing eir watering clock each season. We appreciate your support of our community's conservation initiatives. If you ve questions about how to set your watering clock or need helpful tips to identify a leak, visit **lvvwd.com**. Para obtener esta información en español, llame al (702) 870-4194.



NEVER ON SUNDAY

1/2

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

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 2025.

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 2024, 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 2025.

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.

JJE:CNP:AMB:KH:JB:db
Attachments: None

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

Subject:
Amendment

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, Amendment No. 2 to the existing interlocal agreement between Clark County and the District for construction of water facilities as part of Las Vegas Boulevard Improvements Project, Phases E and F, for an increase of \$220,000, resulting in a total amount not to exceed \$16,478,574.

Fiscal Impact:

The requested \$220,000 is available in the District's Capital Budget.

Background:

In its Las Vegas Boulevard Master Plan dated September 23, 2015, the District identified distribution system improvements (District Improvements) within Clark County that are included in the scope of Contract No. C1497, Las Vegas Boulevard Improvements, Phase III (Contract C1497). On November 2, 2021, the Board of Directors approved Agreement No. 9519 with Clark County (County) for Contract C1497 Phases E & F roadway improvements from Tropicana Avenue to Flamingo Road (Agreement), as generally shown on Attachment A.

On June 7, 2022, the Board approved Amendment No. 1 to the Agreement to modify costs based on the bid prices received by the County. Following approval of Amendment No. 1, additional waterline replacement needs were identified. The costs for that additional work will exceed the existing authorized contingency.

If approved, the attached Amendment No. 2 to the Agreement would provide the terms and conditions necessary to increase funding in the amount of \$220,000, resulting in a total amount not to exceed \$16,478,574.

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

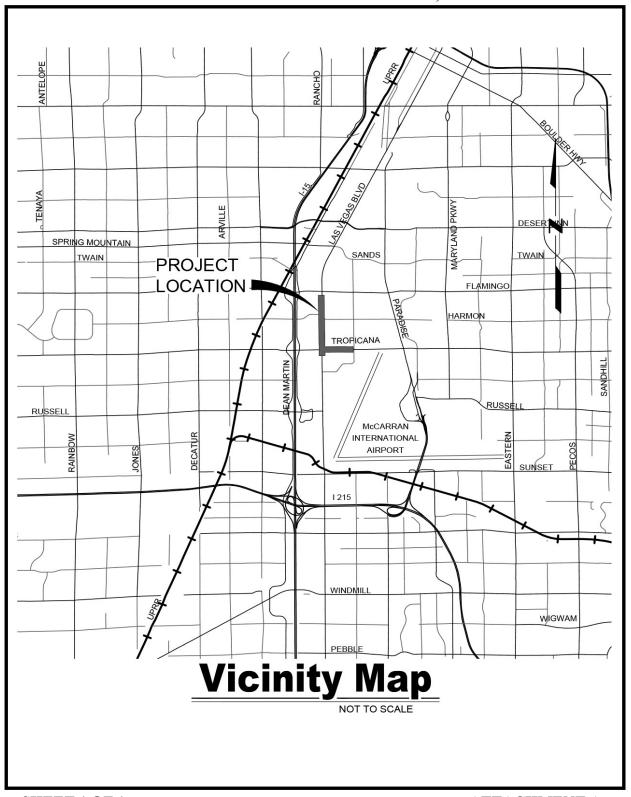
JJE:DJR:PKJJ:SO:TS:MJL:evw Attachments: Attachment A. Amendment

LVVWD BOARD OF DIRECTORS AGENDA ITEM

AGREEMENT 9519

DISTRICT CONTRACT C1497

LAS VEGAS BOULEVARD IMPROVEMENTS, PHASE E&F



SHEET 1 OF 1 ATTACHMENT A

INTERLOCAL AGREEMENT FOR THE CONSTRUCTION OF WATER FACILITIES IN LAS VEGAS BOULEVARD IMPROVEMENTS – TROPICANA AVENUE TO FLAMINGO ROAD (PHASES E & F)

AMENDMENT NO. 2

This Amendment No. 2 (hereinafter "Amendment No. 2") to the Interlocal Agreement for the Construction of Water Facilities in Las Vegas Boulevard Improvements – Tropicana Avenue to Flamingo Road (Phases E & F) (hereinafter "Interlocal Agreement"), is made by and between Clark County Nevada, a political subdivision of the State of Nevada (hereinafter "COUNTY") and the Las Vegas Valley Water District, a political subdivision of the State of Nevada (hereinafter "DISTRICT"). DISTRICT and COUNTY are sometime hereinafter referred to individually as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, the Parties entered into the Interlocal Agreement effective on or about December 21, 2021, through which the Parties agreed that Water Facilities of the DISTRICT would be constructed and installed as a part of the COUNTY's Las Vegas Boulevard Improvements – Tropicana Avenue to Flamingo Road (Phases E & F) project,

WHEREAS, the Parties amended the Interlocal Agreement through Amendment No. 1 on or about June 7, 2022, to modify the Estimated Water Facilities Costs based on the bid prices received by the COUNTY, and

WHEREAS, the Parties desire to further amend the Interlocal Agreement to increase the funds available for the Construction Management of Water Facilities and the Construction Management Contingency.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties hereto agree to this Amendment No. 2 to the Interlocal Agreement as follows:

AMENDMENTS

The Interlocal Agreement is hereby amended as follows:

- 1. Exhibit "C-1" of the Interlocal Agreement is hereby replaced with Exhibit "C-2" as attached to this Amendment No. 2.
- 2. All references in the Interlocal Agreement to Exhibit "C-1" are hereby replaced and referred to as Exhibit "C-2".

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

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Interlocal Agreement to be executed the day and year last entered below.

CLARK COUNTY, NEVADA	LAS VEGAS VALLEY WATER DISTRICT
Tick Segerblom Chair, Board of County Commissioners	Marilyn Kirkpatrick, President Board of Directors
Date	Date
APPROVED AS TO FORM:	
Jason B. Patchett Deputy District Attorney	Gregory J. Walch General Counsel
Date	- Date

EXHIBIT C-2

SUMMARY OF ESTIMATED WATER FACILITIES COSTS

RATES AND FEES

DESCRIPTION	COSTS
-------------	-------

COST OF CONSTRUCTION:

Estimated Water Facilities Construction Cost	
	\$13,436,837.80
Construction Management of Water Facilities (Ten Percent of Estimated Water Facilities Construction Cost and additional funds added by amendment)	\$1,543,683.78
Cost of Construction Subtotal:	\$14,980,521.58

COST OF CONTINGENCY:

Water Facilities Contingency (Ten Percent of Estimated Water Facilities Construction Cost)	\$1,343,683.78
Construction Management Contingency (Ten Percent of Water Facilities Contingency and additional funds added by amendment))	\$154,368.38
Cost of Contingency Subtotal:	\$1,498,052.16

TOTAL AMOUNT:	\$16,478,573.74

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

Subject:	
Amendment	t

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign an amendment to the existing agreement between AtkinsRealis USA Inc., and the District to provide professional design engineering and construction support services for the South Boulevard 2745 Zone Reservoir, increasing the existing agreement by \$330,782, resulting in a total amount not to exceed \$3,919,314.

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 March 21, 2023, the Board of Directors approved an agreement between AtkinsRealis USA Inc., (AtkinsRealis) and the District (Agreement) for engineering design services associated with Project No. 3288L South Boulevard 2745 Zone Reservoir (Reservoir) and 2975 Zone Pumping Station (Project). The Project is generally shown on Attachment A. After approval of the Agreement, the District determined that an adjustment to the scope of the Agreement is necessary.

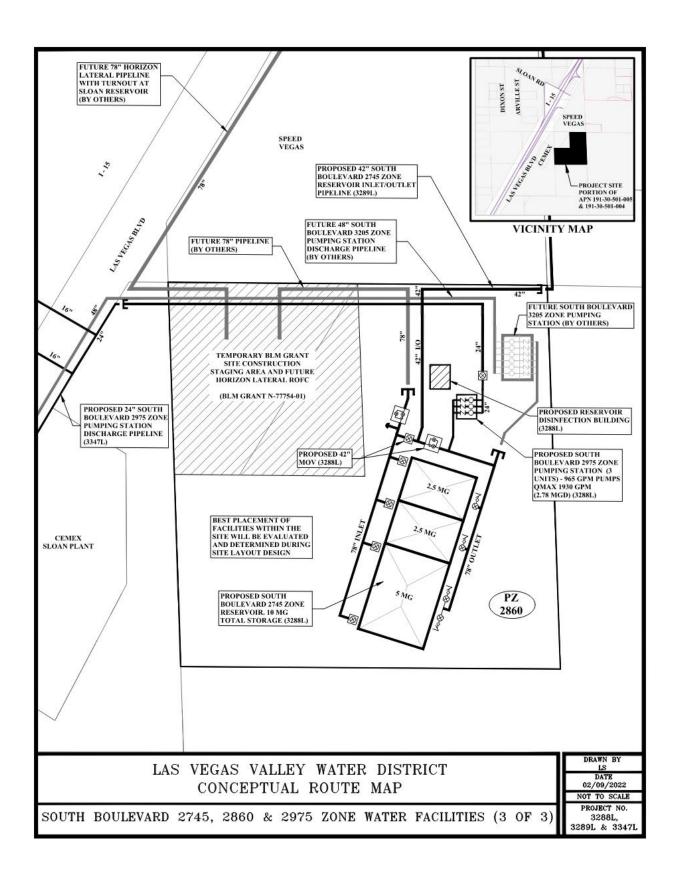
If approved, the attached Amendment No. 1 to the Agreement provides the terms and conditions for removing services related to the pumping station design and adding engineering services during construction of the Reservoir. Costs associated with this Amendment will result in a net increase of \$330,782, changing the amount of the Agreement from \$3,588,532 to a total amount not to exceed \$3,919,314.

This amendment 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 amendment.

JJE:DJR:PJJ:RCP:kd

Attachments: Attachment A, Disclosure, Amendment

ATTACHMENT A





LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Publicly Traded Corporation

Business Designation Group:

Number of Clark County Residents

Employed:

Corporate/Business EntityName: AtkinsRealis USA Inc.

Doing Business As:

Street Address: 2270 Corporate Circle, Suite 200

133

City, State, and Zip Code Henderson, Nevada 89074

Website:

Contact Name: Matthew S. Baird

Contact Email: Matt.Baird@atkinsrealis.com

Telephone No: (702) 263-7275 **Fax No:** (702) 263-7200

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):

Additional Supplemental Information to be Attached?

Yes

Number of Board members/Officers?

Number of Owners?

Names, Titles and Percentage Owned:

Full Name

% Owned

Title (Not required for Publicly Traded Corporations/Non-profit organizations)

1

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

- A. 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)?
- B. 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?

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

Category A/B Business Owner/Principal Name

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

Business Entity 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: Matthew S. Baird
Signer Title: Vice President

Signer Email: Matt.Baird@atkinsrealis.com

Signed Date: 7/11/2024

E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

<u>N</u> Disclosure or Relationship *IS* noted above (complete the following):

 $\underline{\text{N}} - \text{Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?}$

 $\underline{\mathsf{N}}$ – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

Listing of officers needed to be attached

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.

Dilts, KeriDilts, KeriSecretary7/15/2024SignaturePrint Name/TitleDate

ATKINSREALIS USA INC.

FY 2024 DIRECTORS AND OFFICERS

Board of Directors

Stephen J. Morriss

Susan C. Reinhardt

C. Ernest Edgar, IV

Office Title, Officer Names and Office

President/Chief Executive Officer - Stephen J. Morriss, CA

Sen. V.P./Chief Financial Officer/Treasurer - Susan C. Reinhardt, CALV

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

Sen. V.P. – Luis E Centeno, HOU

Sen. V.P. – Paul E. Demit, ATL

Sen. V.P. – W. Bradley Dennard, ATL

Sen. V.P. – Trevor Green, HOU

Sen. V.P. – Donna M. Huey, ORL

Sen.V.P. – Justin P. Jones, PHX

Sen. V.P. - Steven C. Malecki, DEN

Sen. V.P. – Jonathan Marshall, MINN

Sen. V.P. – Michael M. Newton, TPA

Sen. V.P. – Catherina Rautenbach, LONG BEACH

Sen. V.P. – James R. Steele, Jr., TPA

V.P. – Donna L. Adams, HOU

V.P. – Maria M. Alvarez, Los Angeles

V.P. – Nicholas Antonucci, ALEX

V.P. – Carlos J. Arboleda-Osorio, MIA

V.P. – Aaron W. Autry, AUS

V.P. - Jeffrey "Jeff" Bagdade, Michigan

V.P. – Matthew S. Baird, HEND

V.P. – Mark A. Banks, DEN

V.P. – Danielle N. Barner, DAL

V.P. - Carlos E. Barrios, HOU

V.P. – Gagan Batra, ATL

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

- V.P. Gregory S. Blake, AUS
- V.P. Robert B. Bolick, ATL
- **V.P.** Jeremy J. Bourdon, MIA
- V.P. Gary Scott Boyles, RAL
- V.P. Robert Paul Brown, CHICAGO
- V.P. Ronald J. Caldi, TALL
- V.P. Kevin P. Callahan, ORL
- **V.P.** Robin Campbell, ALEX
- V.P. Robert W. Chandler, BART
- V.P. Prithviraj Chavan, HEN
- V.P. Catherine Carr Clinch, CALV
- **V.P.** Amanda Corson, AUS
- V.P. Scott Daly, PHOE
- V.P./Assistant Secretary Rene de los Rios, MIA
- **V.P.** Thomas J. Delaney, ORL
- V.P. P. Michael DePue, II, MAD
- V.P. Michael A. Dewyre, TPA
- V.P. Wendy E. Dyson, ATL
- V.P. Donald L. Erwin, Jr., ORL
- **V.P.** Kurt A. Goddard, ATL
- V.P. Jill S. Gurak, RAL
- **V.P.** Rami C. Harb, PhD, DEN
- V.P. Kenneth P. Hawkins, DEN
- V.P. Ruben A. Hernandez Gregorat, MIA
- V.P. John Tyler Hewitt, ATL
- **V.P.** Robert G. Horr, III, NY
- **V.P.** Ashley D Hough, HOU

- V.P. Edward Hull Ryde, DAL
- V.P. David Huter, TX
- V.P./Assistant Secretary Jayanth Jayaram, TPA
- **V.P.** Dusty Johnson, PORT
- V.P. Arthur A. Jones-Dove, CALV
- V.P. James M. Kapinos, ALEX
- **V.P.** Wade C. Kelly, MAR
- V.P. Michael Kling, NJ
- V.P. Thomas S. Knuckey, ORL
- V.P. Matthew J. Koch, MISSOURI
- V.P. Darin R. Larson, FT. MYERS
- V.P. Timothy P. Ledet, HOUS
- V.P. Dean M Leonard, PHO
- V.P. Daniel A. Liddle, DEN
- V.P. /Assistant Secretary David Lund, Jr.
- V.P. Duncan P MacKenzie-Williams, HOU
- V.P. Charlotte A. Maddox, TPA
- V.P. Kevin L. Martin, VEST
- V.P. Regan P. McDonald, ALEX
- V.P. David W. McNamara, CHI
- **V.P.** Steven D. McWilliams, ORL
- V.P. Michael R. Moseley, Jr., ATL
- V.P. Carlos R Nazario, NY
- V.P. Gene Niemasz, DEN
- V.P. Elizabeth T. Norris, AUS
- V.P. Francis O'Connor, EDISON
- V.P. Thaddeus "Ted" O'Keeffe, SC (OFFSITE)

- V.P. Praveen K. Ommi, ORL
- **V.P.** Wiley C. Page, Jr. JAX
- V.P. Shayne M. Paynter, TPA
- V.P. Roger A. Phillipi, RENO
- V.P. Rodrigo Pigna, MIA
- **V.P.** Luis J Pinto, HOU
- V.P. Anthony G. Pisano, DEN
- V.P. William P. Pitcher, FT LAUD
- V.P. John Pregler, ORL
- V.P. Gary D. Reinhardt, AUS (OFFSITE) (REAL ESTATE, TX)
- V.P. Scott Richrath, DEN
- V.P. Knute R Ruggaard, PHO
- V.P. Michael R. Ryan, FT. MYERS
- **V.P.** Mary Scheuerman, PHI
- V.P. Frank J. Schultz, DEN
- V.P. Thomas J. Schweitzer, CALV
- V.P. Joseph L. Shalkowski, AUS
- V.P. Daniel J Shovlin, PHI
- **V.P.** Jennifer K. Sorenson, AUS
- V.P. Koren H. Sprinkle, PHIL
- **V.P.** Matthew A. Taylor, ORL
- V.P. Scott E. Tezak, BOS
- V.P. Rukiya Thomas, ATL
- **V.P.** Carmelo J Torrisi, CHI
- **V.P.** Jennifer M. Tsien, ATL
- **V.P.** Michael B. Varner, ATL
- **V.P.** Robert Victor, ALEX

V.P. – Carrie A. Wallis, DEN

V.P. - Jacob Keith Watson, UTAH

V.P. – Kirk S. Webb, DEN

V.P. – Chester W. Wendrzyk, MEL

V.P. – Lisa M. Wheatly, DEN

V.P. – Rosemary E. Woods, TAL

V.P. – Jeffrey Wright, ALEX

V.P. – Taylor P. Wright, ATL

Assoc. V.P. – Alexander Camps, MIA (ARCHITECTURE, FL)

Assoc. V.P. – J. Vance Carper, Jr, ORL (Land Survey, FL)

Assoc. V.P. - Jose L. Castellanos, TPA (Architecture, FL)

Assoc. V.P. - Simon D'Cruz, LOS ANGELES

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

Assoc. V.P. – Franklin J. Kaye, ALEX (ARCHITECTURE, MD)

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

Assoc. V.P. – Sudhir Kukillaya, NORMAN

Assoc. V.P. - David W. Larsen, ORL, (LANDSCAPE ARCHITECTURE, FL)

Assoc. V.P. – Paul W. Maddox, TPA (REAL ESTATE, FL)

Assoc. V.P. - Desiderio "Desi" Maldonado, TAL (ENGINEERING, US VI)

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

AMENDMENT NO. 1

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

WITNESSETH:

WHEREAS, the Parties entered into the original Agreement to Provide Professional Services with an Effective Date of March 27, 2023, through which CONSULTANT would provide the DISTRICT with professional services associated with the design of District Project No. 3288L – South Boulevard 2745 Zone Reservoir and 2975 Zone Pumping Station,

WHEREAS, on October 12, 2023, Consultant changed its name from Atkins North America, Inc., to AtkinsRéalis USA Inc., and

WHEREAS, the Parties desire to amend the Agreement to remove the 2975 Zone Pumping Station and add Bid Phase and Construction Phase Services.

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

- 1) REPLACE Exhibit A of the Agreement with Exhibit A.1 as attached to this Amendment No. 1.
- 2) REPLACE Paragraph 4 on Page 2 of 36 of the Agreement with the following Paragraph No. 4:
 - 4) LIMITATION ON COSTS:

The total cost of Services provided under the Agreement shall not exceed \$3,919,314.

3) DISCLOSURE OF NO EMPLOYEE/OFFICIAL RELATIONSHIP AND NO EMPLOYEE/OFFICIAL OWNERSHIP/INVOLVEMENT:

CONSULTANT affirms that:

- a) No individuals holding more than five percent ownership or financial interest in the CONSULTANT and none of the CONSULTANT's principals have a relationship with any employee or official of the DISTRICT by first or second blood relatives or by marriage. First or second blood relative or marriage relationships include spouse, registered domestic partners, children, parents, in-laws (first degree), brothers/sisters, half-brothers/half-sisters, grandchildren, and grandparents (second degree).
- b) No employee or official of the DISTRICT has any ownership or financial interest in the CONSULTANT exceeding five percent.
- c) No employee or official of the DISTRICT has any involvement with the negotiation of this Agreement on behalf of the CONSULTANT or involvement in the day-to-day activities of the CONSULTANT.

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

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

AtkinsRéalis USA Inc.	Las Vegas Valley Water District					
Signature	Signature					
Print Name	Print Name					
Title	Title					
Date	Date					

EXHIBIT A.1

SCOPE OF SERVICES

Project No. 3288L - South Boulevard 2745 Zone Reservoir and 2975 Zone Pumping Station

AtkinsRéalis USA Inc., a Florida Corporation, ("Atkins", "Provider" or "Consultant") is pleased to submit the following scope of services to the Las Vegas Valley Water District ("DISTRICT", "Client" or "District") to provide professional engineering services for the design of the proposed 2745 Zone Reservoir and 2975 Zone Pumping Station located in the southwestern portion of the Las Vegas Valley, Clark County, Nevada. The thirty (30) acre site is located southeast of Sloan Road and Interstate-15 and will be accessed from Las Vegas Boulevard. The signatory to this agreement shall be Matthew S. Baird, P.E., CFM, Vice President of Atkins. Our team's project understanding, scope of services, schedule and estimated fees are detailed below.

PROJECT UNDERSTANDING

Atkins' understanding of the project scope of services is based on the "SCOPE OF WORK, PROJECT NO. 3288L, COMMITMENT NO. 009571 – SOUTH BOULEVARD 2745 ZONE RESERVOIR AND 2975 ZONE PUMPING STATION." The scope of work in this document has been incorporated into this scope of services by reference.

The South Boulevard 2745 Zone Reservoir will maintain adequate hydraulic grade lines in the southern portion of the 2745 Pressure Zone and provide required emergency and fire flow storage. The South Boulevard 2975 Zone Pumping Station will transfer water from the proposed South Boulevard 2745 Zone Reservoir to higher pressure zone in the southwestern portion of the District's service area and will provide additional capacity to support the existing and proposed development.

This project consists of a 10-million gallon below grade reinforced concrete reservoir, two 5-million gallon capacity basins that will provide gravity storage for the 2745 Pressure Zone and transfer storage for pressure zone to the south and west. The proposed South Boulevard 2975 Zone Pumping Station consists of 2.78-million gallon per day skid mounted pumping station intended to transfer water from the 2745 Pressure Zone to the proposed South Boulevard 2975 Zone Reservoir. The yard piping and reservoir emergency overflow weir will be sized for 45 million gallons per day (MGD) for each basin. The future South Boulevard 3205 Zone pumping station's capacity will be 40.68 MGD with five (5) 950 Hp motors. Additionally, the Southern Nevada Water Authority (SNWA) is constructing the interim Horizon Lateral (HL) Boulevard South Pumping Station on an adjacent site. SNWA's temporary pumping station will remain in operation until the entire HL system is constructed and operational. The District's South Boulevard 2745 Zone reservoir will provide water to the SNWA pumping station via a 30-inch diameter pipeline that will feed water to an SNWA metering facility utilizing a venturi meter.

Notable design challenges include consideration for future facility expansion at the site, criteria and conditions identified in the BLM ROW grant N-77754, the potential for jurisdictional Waters of the United State (WOUS) designation for the natural Duck Creek wash located on the southeast corner of the site, and coordination with various agencies for permitting and access to the site required with several agencies.

SCOPE OF SERVICES

Based on the project understanding, we propose the following Scope of Services:

Task 1 – Project Management. This effort provides budget for the day-to-day management and oversight of activities related to the Preliminary and Final Design of the new reservoir facility.

Task 1.1 – Kick-off Meeting. Review of scope of work and overall goals, milestones, deliverables and schedule for project.

Task 1.2 – Progress Meetings. The engineering team shall participate in weekly project meetings to review progress, solicit comments, and answer questions. Monthly meetings with the Client shall be attended when requested by the Client, but not more than once per month. A total of 80 total weekly progress meetings are assumed.

Task 1.3 – Project Scope and Schedule. Atkins has prepared this scope of work and will prepare and provide an updated design schedule of tasks and deliverables to be integrated into the overall schedule for the project. Atkins will provide a brief monthly report summarizing progress and milestones to be included with invoices along with an updated schedule.

Task 1.4 – Communication. Atkins will copy Client on all critical emails and requests for information and provide electronic copies of all critical maps and information as they become available. A contract-specific Project Execution Plan (PEP) will be prepared by Atkins upon award of the contract. The PEP will serve to guide the design team including Atkins, subconsultant and District staff regarding project communications, design goals, procedures, criteria, standards and quality assurance. This document will primarily serve the consultant's design team; however, a copy will be provided to District staff for concurrence. Additional coordination and communication to coordinate with the adjacent SNWA HL Boulevard South Pumping Station facility.

Task 2 – Quality Assurance/Quality Control. Atkins will provide internal quality assurance and quality control measures on all submittals to District or associated agencies associated with this project. All agency deliverables will undergo an Atkins 5-step review process, including applicable documentation and confirmation. A project-specific QA/QC plan will be prepared and included in the PEP documenting specific QA/QC review for specific project deliverables.

Task 3 - Survey and Right-of-Way Services.

Task 3.1 – Aerial Surveying Services. A topographic survey using aerial photogrammetry will be generated for the 30-Acre proposed facility and adjacent areas to include 1,000 feet outside the parcel boundary as identified by the BLM and District in ROW grant N-77754.

Task 3.2 – Design Survey. This task will involve survey for engineering design purposes using conventional field surveying methods to locate physical features. Prepared survey will tie into State Plane Coordinates in accordance with District Engineering Design Standards, Section 1, Chapter 11 – Surveying and ROW.

Preparation of a Record of Survey for the reservoir site, prepared in accordance with the Engineering Design Standards, Volume 1 (latest version) and the Scope of Work as delineated in Section 11010, is included in this proposed scope of services.

Field survey will locate general as-built physical features such as: edge of pavement including angle points and curved locations; traffic striping; signage; fencing or walls with top of wall and footing elevations; landscape areas; large trees and large shrubs; drop inlets, storm drain and sanitary sewer manhole rims and cleanouts (underground inverts, flow lines and pipe sizes are required); fire-hydrants, valve boxes (including top of nut elevations), and other above ground water related appurtenances; power and utility poles; street/area lighting; vaults, transformers and meters along with other surface evidence of underground utilities; structures with finish floor elevations; major landscaping features; swales, berms, channels and other significant natural ground features.

Task 4 – Geotechnical Investigation. Design will include subsurface soil investigation within the identified project limits in accordance with the Engineering Design Standards, Volume 1 (latest version). Soil samples will be collected and tested to provide a draft and final Geotechnical Data Report and a Geotechnical Recommendations Report. A total of twelve (12) borings, that extend to between 30 and 50 feet below ground surfaces (bgs) or practical auger refusal.

Drilling and Sampling. To include the following elements:

- Obtain approved permits for drilling in Clark County.
- Coordinate tortoise biologist site monitoring operations and implement tortoise mitigation during drilling operations.
- Notify Underground Service Alert (USA) of intent to perform explorations.
- Perform 12 exploratory borings (400 total linear footage) with a track-mounted drilling rig at the project site to depths of up to 50 feet bgs, or practical refusal.
 - Two (2) borings will be drilled to a to 50 feet bgs to be located at the location of the proposed reservoir inlet and outlet vaults.
 - Four (4) borings will be drilled to a total depth of up to 40 feet within the reservoir footprint.

- Six (6) borings will be drilled to a total depth of up to 30 feet within the disinfection building, pumping station building and proposed pipelines.
- It is anticipated that a track-mounted drill rig will be required for site access. The borings will
 be drilled using air-rotary drilling methods as it is assumed that strongly cemented and/or
 bedrock material will be encountered.
- Perform soil resistivity testing at three (3) locations using Wenner 4-point resistivity meter in general accordance with ASTM D 6431.

Laboratory Testing: Geotechnical laboratory tests will be performed on representative soil samples obtained from the borings to evaluate certain physical and engineering parameters. Laboratory tests may include the following, dependent of subsurface conditions encountered:

- In-Place Moisture Content and unit weight
- Grain size distribution
- Atterberg limits
- Swell
- Swell or Collapse of Soils
- Direct Shear
- Suite of chemical corrosivity tests including pH, sulfide, chloride, sodium sulfate, water soluble sodium sulfates, sulfate, sodium, oxidation-reduction potential, resistivity, solubility

Task 4 Deliverables:

- Geotechnical Data Report, in PDF format
- Geotechnical Recommendations Report, in PDF format

Task 5 – Environmental Services. Atkins understands that the original ROW Grant issued in 2006 included a National Environmental Policy Act (NEPA) compliance investigation. The site is located within the Southern Nevada Public Land Management Act (SNPLMA) disposal boundary. A Determination of NEPA Adequacy (DNA) will be required. It is assumed that the LVVWD will prepare the DNA. Atkins will prepare a Plan of Development in support of the DNA process. The underlying property fee ownership being Federal land, and the potential for additional Federal agency decisions regarding the proposed improvements at the site, specifically U.S. Army Corps of Engineers (USACE) WOUS delineations as described in greater detail in Task 5.2, it is recommended that coordination and confirmation of the previous decision be coordinated with the Bureau of Land Management (BLM), who as the lead agency for the original ROW grant determination retains lead agency designation. Although ultimately the decision of the BLM, the "Determination of NEPA Adequacy" or DNA process has been used on other similar projects to achieve NEPA review and confirmation, and the following scope of work is proposed assuming that the BLM would accept this process for confirmation of the proposed site improvements. This would be conducted to confirm the boundaries of WOUS and to ensure that proposed improvements are outside the jurisdictional boundaries.

Task 5.1 – BLM Plan of Development. Atkins prepare a BLM Plan of Development (POD) which will be based on the prior EA and on updated and new information collected as part of the project. The POD will be based on the appropriate BLM POD outline for the project type and in general will include the following: purpose and need for the facility, ROW location (legal description), facility design factors, additional components, government agencies involved, construction of facilities, resource values and environmental concerns, stabilization and rehabilitation, operations and maintenance, termination and restoration. The POD will include information from the prior EA, ROW grant, design of the proposed project, and results from environmental field surveys. The CONSULTANT will coordinate with the BLM to confirm the POD type and will provide support and revisions to the POD based on comments from LVVWD and BLM.

Task 5.1 POD Deliverables:

- Draft POD in PDF format for review by LVVWD. Draft POD in PDF format for review by BLM
- Final POD in PDF format to BLM for acceptance

Atkins will prepare an Append to Request Form to the USFWS-BLM Programmatic BO which will document potential desert tortoise habitat and other federally listed species that could be impacted

by the Project. The Append to Request Form will be sufficient for the Project as the overall project size (approximately 30 acres) falls within the requirements of the Append to Request Form instead of requiring a separate BO being required. Atkins assumes the previous BO (1-5-97-F-251) has expired. Mitigation identified within the Append to Request Form will include mitigation from BO 1-5-97-F-251 but will include any new mitigation identified in the latest USFWS-BLM Programmatic BO. Atkins assumes that LVVWD will pay for any renumeration fees for impacts to desert tortoise habitat using the 2023 renumeration rates, to be provided by the USFWS. Atkins assumes renumeration fees would cover 30 acres or less, for construction of the Project.

Atkins will coordinate with the USFWS during preparation of the Append to Request Form to confirm renumeration fees per acre and to obtain concurrence on the Append to Request Form. Atkins will provide support and revisions to the Append to Request Form based on comments from LVVWD and the USFWS. The Append to Request form will also provide the required Section 7 of the Endangered Species Act clearances for the Section 404 permit being prepared under Task 5.4.

Task 5.1 Append to Request Form Deliverables:

- Draft USFWS Append to Request Form in PDF format for review by LVVWD. Draft POD in PDF format for review by Client
- Final USFWS Append to Request Form in PDF format to USFWS for acceptance

Atkins will prepare a biological resources report which will include a one-day field survey of the 30 acre Project site. The survey will be conducted concurrently for desert tortoise habitat, state-listed species including rare plants, migratory nesting birds, noxious weeds, and potential waters of the U.S. (WOUS). The biological resources report will be based on the prior EA and include updated information collected as part of the field survey. The biological resources report will cover documentation of resources as required by the ROW grant. The Biological Resources Report will also provide documentation on resources that are regulated by the Federal Noxious Weed Act, the Migratory Bird Treaty Act, and any other Nevada related regulations in support of obtaining the Section 404 permit being prepared under Task 5.4.

Task 5.1 Biological Resources Report Deliverables:

- Draft USFWS Append to Request Form in PDF format for review by LVVWD. Draft POD in PDF format for review by Client
- Final USFWS Append to Request Form in PDF format to USFWS for acceptance

Task 5.2 – Ordinary High Water Mark Delineation. Atkins will prepare an Ordinary High Water Mark (OHWM) delineation and mapping for the Project to identify the amount (acres and linear feet) and location of potentially jurisdictional waters in the project area. The OHWM delineation will cover the planned project improvements to the site and mapping will cover the improvements elements from the 60% phase design drawings. Atkins will conduct a desktop-based determination in accordance with the procedures outlined in Part IV, Section D, Sub-Section 1 in the 1987 Wetland Delineation Manual using available remote sensing data to prepare a preliminary OHWM determination that will then be field verified with a sub-meter GPS unit (Sub-Section 2) using available LiDAR data and will identify which channel or channels within Duck Creek Wash provide flows through the wash. Atkins will also survey for the presence of any wetlands (wetland vegetation, hydric soils, and wetland hydrology) within Duck Creek Wash within the Project study area.

Atkins will provide mapping of the OHWM, desktop analysis (either raster or vector data), and an OHWM/wetland delineation report will be provided as part of the OHWM delineation task, and which will be required as part of the Section 401 Water Quality Certification and Section 404 permitting under Tasks 5.3 and 5.4, respectively.

Task 5.2 Deliverables:

- OHWM Technical Memorandum, maps, photos in PDF format
- GIS shapefiles in local state plane coordinates of the OHWM and wetlands (if present)

Task 5.3 – Section 401 Water Quality Certification. Atkins will coordinate with the Nevada Department of Environmental Protection (NDEP) to obtain a Section 401 Water Quality Certification

(WQC) for any work that will occur within the OHWM of the Duck Creek Wash and is applied for at the same time as the Section 404 permit. CONSULTANT will request a Pre-Filing Meeting (PFM) with NDEP to discuss the project and provide information to NDEP prior to the 401 WQC application submittal. Information from and coordination with engineers and designers will be included on the 401 WQC application.

Task 5.3 Deliverables:

- Deliverables: NDEP Pre-Filing Meeting meeting minutes and attachments
- Deliverables: Draft Nevada Section 401 Permit Application, maps, design plans, OHWM delineation in PDF format
- Deliverables: Nevada Section 401 Permit Application, maps, design plans, OHWM delineation in PDF format
- Deliverables: NDEP Pre-Filing Meeting meeting minutes and attachments

Task 5.4 – Section 404 Nationwide Permit: Atkins will prepare a Section 404 Nationwide Permit (NWP) for the Project. Atkins assumes that the length of the impacts to Duck Creek Wash to construct a new above-ground reservoir(s), pumping station, and overflow/outfall will fall under a Section 404 Nationwide Permit #7 – New Outfalls.

A Cultural Resources Report will be included in the Section 404 permit pre-construction notification (PCN) application package for the USACE to conduct agency-to-agency consultation with the Nevada SHPO to obtain clearances and for the Section 404 permit to be issued and the project to be allowed to go to construction. Through a subconsultant, Atkins will have the following completed:

- Class I Literature Review: A Class I Literature Review is required to investigate the extent of previously conducted research in the project area and to evaluate the potential for the proposed undertaking to impact cultural resources. Atkins's Subconsultant will consult the Nevada Cultural Resources Information System (NVCRIS) online database for the project area and a ½-mile buffer. Additionally, historic topographic maps, aerial photographs, satellite imagery, and General Land Office (GLO) records will be examined to determine the history of land use in the project area. Although NVCRIS typically includes National Register-listed properties, the National Register Databases and Research (NRHP) online database will be consulted to determine if any NR-listed properties lie within the search radius.
- Class III Archaeological Inventory: Pedestrian Survey: A Class III Archaeological Inventory (field survey) for the approximately 30-acre project boundary will be completed. Fieldwork will follow the BLM's Guidelines and Standards for Archaeological Inventory (6th Edition). An archaeologist will walk the project area in parallel transects spaced 30 meters apart. Newly encountered cultural resources will be identified and inventoried. Isolated objects—defined as single artifacts spaced more than 30 meters from each other—will be plotted using standard GPS and recorded on digital isolate forms. For newly recorded sites, the site boundaries will be recorded using a GPS unit with sub-meter accuracy, and a permanent datum will be established within the site boundaries. Concentrations of artifacts and features will be photographed and plotted. Diagnostic artifacts will be given field numbers, measured, plotted, and photographed. The Class III Inventory will be a non-collection survey. Based on preliminary examination of the NVCRIS database, it is assumed that fewer than 30 isolated objects and 5 sites will need to be recorded.

Task 5.4 Deliverables:

- Draft and Final Cultural Resources Report that documents the Class I and Class III surveys
- Draft Section 404 NWP application with attachments in PDF format
- Final Section 404 NWP application with attachments in PDF format

Task 5.5 – Geotechnical Monitoring. Atkins will obtain authorization from the USFWS to conduct pre-construction surveys of the approximate 30-acre Project site per the previous BO 1-5-97-F-251 and the Append to Request Form and as identified in the ROW grant. Atkins will also obtain a Nevada Division of Wildlife (NDOW) permit for the Project to cover any situations where a desert tortoise must be handled. The pre-geotechnical boring surveys will provide clearance for the completion of the geotechnical boring task. An authorized biologist and a biological monitor will be

required during all ground disturbance activities. Pre-construction surveys must occur 3-days prior to construction during the desert tortoise active season or 5-days prior to construction in the desert tortoise inactive season. The authorized biologist will also prepare and provide working education training to geotechnical staff so they are aware of the potential occurrence of species that could be encountered on the project. Biological staff will fill out daily biological reports (DBRs) each day which track ground disturbance activities, travel, and hours spent on site. The authorized biologist will also be required to review materials and DBRs post-site visit to compile all DBRs and work with the project engineer to coordinate staffing for future work activities to confirm coverage of all ground disturbance activities. The environmental staff (environmental lead and authorized biologist) will ensure the project ground disturbance activities incorporate all mitigation requirements as outlined in the BO 1-5-97-F-251 as well as the updated Append to Request Form.

Task 5.5 Deliverables:

• Geotechnical oversight, DBR's, coordination with project engineer, USFWS, and Client

Task 5.6 – BLM Plant Restoration and Salvage Plan. A notice to proceed is required from BLM, prior to any disturbance. A plant, restoration and salvage plan is anticipated to be required by BLM. Atkins will prepare a BLM Plant Restoration and Salvage Plan (PRSP) for the Project site. This plan will detail pertinent laws and regulations for any protected plant species within the Project site including cacti, yucca, and any BLM special status or rare plants. The PRSP will provide guidelines for plant (cacti, yucca, other rare plants) salvage suitability; and provide guidance on methods and best operating procedures to translocate and care for identified plants.

Task 5.6 Deliverables:

- Draft BLM PRSP in PDF format for review by LVVWD
- Draft BLM PRSP in PDF format for review by BLM
- Final BLM PRSP in PDF format to BLM for acceptance

Task 6 – Existing Utility Investigations. Design services will include subsurface utility engineering (SUE) to include investigations in general compliance with ASCE publication 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, up to and including Level A delineation, to include applicable reports of field conditions and collection of survey point information for the pothole locations.

Task 6.1 – Utility Test Hole Investigation. Up to ten (10) utility Test Holes via will be completed via vacuum excavation methods. Under this subtask the following services will be performed:

- Layout test hole locations in the field using various pieces of geophysical locating equipment and processes, i.e., electromagnetic, ground penetrating radar, asbuilt plans, etc.
- Notify USA North 811 Call-Before-You-Dig service 48 hours before any excavation.
- Use air vacuum excavation methods to excavate and expose targeted utility.
- Record utility data: type, depth, size and material as readily obtainable. If the utility is a duct bank or encased, KCI will attempt to record top, bottom, width and configuration.
- Backfill test hole with native material excavated from the hole and compacted pneumatically in one-foot lifts.
- Backfill test hole with CLSM (slurry) as required by permitting agency when applicable.
- Restoration of test holes within pavement/concrete core drilled surfaces will be accomplished by using the Clark County, Nevada, Regional Transportation Commission's Standard Drawing #506 Type B Method specification using Utilicor Technologies; Utilibond™ bonding agent.
- Coordinate with Atkins surveyor as needed for collection test hole reference points.

Deliverables:

- Provide a Test Hole Data Report in a Portable Document Format (.pdf) for each completed location. Such Report shall include the following information.
- Test hole number and date of completion.

- Approximate plan and section view (not to scale) of utility and test hole location in relationship to the existing roadway and ground surface.
- Collected utility data: type, depth, size and material as readily obtainable.
- Provide utility photos where obtainable at exposed locations.

Task 7 – 30 Percent Design (Preliminary Design Report). The 30 percent submittals require proposed facility layout, building location, major equipment arrangement, major pipeline alignments, existing topography, right-of-way, property lines, known underground utilities, and existing water facilities. The level of detail in the drawings should indicate 30 percent of all detail levels. The design shall adhere to the project design criteria and the EDS.

Task 7.1 – Preliminary Design Report. The Preliminary Design Report (PDR) will include the proposed layout scheme for all major water facilities, accounting for all pertinent criteria, including off-site and on-site drainage requirements. The report shall include a thorough discussion regarding the phased construction and the operational considerations during the construction. The report will include an analysis and recommendation of major facility locations and pipeline routing to ensure reservoir cycling and mixing during initial and ultimate design scenarios. The report shall also include a discussion on what existing structures and facilities may be utilized by the new pumping station and reservoir. Scope items identified specific to the PDR include:

- Schedule and attend a Preliminary Design initiation meeting with District Staff
- Prepare contents (report and figures) for incorporation into the PDR that will be used to define the major work elements and character of the project. The content would include:
 - Preliminary site plan layout
 - Preliminary site overall grading plan and sections
 - o Preliminary pumping station piping plans and sections
 - o Preliminary Pumping Station building floor plan and elevations
 - Preliminary Disinfection Building floor plan and elevations
 - o Preliminary reservoir size and proposed configuration
 - o Preliminary disinfection system pump sizes, type and horsepower
 - Preliminary operating conditions
 - System and Operational Description report as required by Scope of Work Section 01040
 - Design standards
 - o Codes and references
 - Preliminary building exterior appearance and layout
 - Opinion of probable construction costs
 - o Input on project construction schedule

30% Review Deliverables:

- Ten (10) sets of 24"x36" drawings on bond paper
- Five (5) loosely bound sets of the PDR

Task 7.2 – Site Planning and Right-of-Way Services. Atkins will prepare and submit entitlement information for design review and approvals for construction of the proposed facility. It is assumed that the District will be the primary applicant, and District personnel will be available to lead efforts related to communications, coordination, and meetings with applicable planning department staff. Atkins will prepare and provide applicable documentation and support District entitlement efforts through coordination and attendance at planning submittal and review meetings.

Atkins will also assist the District in preparing documents for the amending the District's BLM Right-of-Way Grant N-77754 and the documents for a permanent easement that will be required on the northern portion of Assessor's Parcel 191-30-601-001, owned by Clark County Department of Aviation, for the access road from Las Vegas Boulevard to the Project Site along with pipelines and other utilities required for the project. Scope items identified specific to the planning and entitlement process are as follows:

 Prepare site entitlement ("Planning") documents in accordance with agency required submittal format.

- Submit documents to District for consideration and comment, with subsequent submittal to the City of Henderson and Clark County Planning Department for entitlement consideration.
- Atkins staff will attend up to four (4) planning submittal meetings with agency staff, a presubmittal meeting, a post submittal meeting, a town board review hearing, and a Clark County Planning Department hearing. Atkins assumes that District staff will take a lead role at these meetings, and that Atkins staff will attend in a supporting role providing technical clarification if required.
- Assist the District with the BLM grant amendment application.
- Assist the District with preparing and acquiring an easement from Clark County Department of Aviation.

Task 8 – Technical Drainage Study (TDS). Atkins will utilize the 60% design phase drawings to prepare an analysis of the hydrologic conditions impacting the site that includes the following tasks:

- Evaluate both onsite and offsite hydrology. The offsite hydrology will be used to determine 10-year and 100-year discharges impacting the site. The onsite hydrology will determine 10-year and 100-year flows within the site and the immediate surrounding areas.
- Develop an existing condition HEC-RAS model of the adjacent wash. Preliminary indications are that the 100-year storm event will be contained in the unlined channel/wash. The CONSULTANT will include the 2018 Las Vegas Valley Flood Control Maser Plan Update (2018 MPU) flows and determine water surface elevations in the adjacent wash channel in the vicinity of the reservoir site. It is assumed that the 100-year flows will be contained and do not impact the reservoir site. Overbank floodplain and inundation mapping is not included in this scope of work. It is assumed that the 2018 MPU hydrology does not need to be updated. The HEC-RAS model will help determine the elevations to build the required improvements. A pre and post model run will be used to address any impacts to the unlined channel/wash.
- Develop an onsite drainage plan for the reservoir site. This plan will include grading, swales, roads and small (18" diameter, maximum) storm drain, as needed, to protect onsite infrastructure from the local storm water runoff. The onsite reservoir and building finished floors will be set to protect them from the 100-year storm event. Similarly, other important infrastructure will be protected from the 10-year and 100-year storm events.
- Prepare a TDS report with improvement plans for the City of Henderson flood control to review. Comments from COH will be addressed in the form of an addendum to the TDS.
- After COH approval, submit TDS and an addendum to RFCD for concurrence, which is anticipated. RFCD concurrence is required for projects adjacent to RFCD facilities. The RFCD facility Duck Creek Natural Wash 1, DCN1000, is located on the southeast corner of the proposed site.
- The scope includes as needed scour or erosion analysis for the unlined channel/wash and proposed wash road crossing. This scour and erosion analysis only includes methods and equations outlined in the local drainage manual. Atkins believes that this should type of analysis is sufficient
- There is a possibility that SNWA will require a 500-year storm event analysis. In some cases, the 500-storm event is the criteria used to protect SNWA critical facilities. If required, the HL team will perform the 500-year storm flow analysis and evaluate the impact to both the LVVWD site and SNWA sites. The South Boulevard 2745 Zone Reservoir and 2975 Zone Pumping Station project team will coordinate upgrading the of the drainage facilities with the HL team.

Task 9 – Surge Analysis, Physical Model Study, and Computational Fluid Dynamics. Atkins will provide design engineering services to prepare appropriate surge analyses for the pumping station and provide for the appropriate protection of the facilities as part of the construction of the work designed in accordance with the provisions of this Scope of Work. This work will include utilization by the engineer of the District's hydraulic model for system head curves. In addition, The engineer agrees to engage the services of a sub-consultant to construct and analyze a physical hydraulic model of the pumping station and a Computational Fluid Dynamics (CFD) model of the reservoir. The physical hydraulic model will address the suction and discharge headers of the pumping station. The CFD model will address the reservoir configuration, including the mixers. A recommendation regarding a finite element model as an alternative is to be included.

Task 9.1 - Pressure Analysis.

Preliminary Surge Analysis (for 60% Design)

- Atkins will extract lengths, diameters, and elevations from the alignment/plan and elevation drawings of the proposed 24-inch pipeline, 2975 Zone Pumping Station, 2745 Zone Reservoir, and 2975 Zone above ground tanks. Calculate acoustic wavespeeds and Darcy-Weisbach friction factors for the piping based on material type. Gather data (e.g., diameters, discharge coefficients, etc.) from manufacturer literature associated with the pumps and valves. Develop pump characteristics for the hydraulic transient analysis computer model using the pump performance curves supplied by Atkins for the proposed pumps. Setup a surge computer model of the system.
- Define the critical operating scenarios for the system. This will involve definition of the
 maximum and minimum flow rates, demands, tank/reservoir levels, and hydraulic grade
 lines, as well as facilities status (e.g., operating, idle, open, closed, etc.) for the primary
 function of the pumping station when conveying water to the 2975 Zone above ground
 tanks. Establish hydraulic grade line (HGL) elevations for the pipelines in each system
 under steady state operation and static conditions at the pumping station.
- Using the above initial HGLs, perform pressure surge analyses simulations for the pumping station. Simulations will include
 - a) pump power failure, and
 - b) pump start-up

for the critical operating scenarios defined above. Scenarios for high and low tank/reservoir levels will be evaluated to ensure that the full range of operating conditions are considered for the proposed pumping station.

- Evaluate the results of the simulations and determine whether surge control measures are
 required to protect the 24-inch pipeline and pumping station from adverse pressure
 transients (e.g., vapor pressure, large magnitude negative pressures, overpressure)
 created by loss of power and startup of the pumps.
- If surge protection is deemed necessary, the Consultant will develop and recommend surge control measures for the system. A few examples of surge control measures that will be considered include pressurized surge tanks, controlled venting vacuum relief valves, and surge/pressure relief valves. The surge control measures will be designed to ensure that the maximum pressures do not exceed the maximum allowable pressure for the system, and to eliminate the possibility of vapor cavity formation and large magnitude negative pressures in the system following pump power failure and pump startup.
- The pressure surge analyses simulations described above will be repeated with the recommended surge control measures in place to demonstrate the effectiveness of the surge protection improvements. The results of the pressure surge analyses with and without the recommended surge protection improvements in place will be included in the technical memorandum. In addition, recommendations for safely starting and stopping the pumps (i.e., safely opening and closing the ball valves) will be provided.
- Summarize the physical facilities, component data (including a schematic showing the
 pressure surge analysis model), findings of the pressure surge simulations, plots of
 maximum and minimum HGL envelopes and pressure head traces, and surge control
 recommendations (if necessary) in a technical memorandum. Movies of relevant pressure
 surge analyses simulations may be included in the memo.

Final Surge Analyses (for 100% Design)

- Review the 100% drawings of the proposed 24-inch pipeline, 2975 Zone Pumping Station, 2745 Zone Reservoir, and 2975 Zone above ground tanks and identify differences between the 100 percent design and the 60 percent design that could potentially affect the recommended surge control measures from the Preliminary Surge Analyses. Revise the surge computer model of the system to reflect the 100 percent design of the system. Include the 100 percent design pump performance curves in the surge computer model.
- Using the surge computer model for the 100 percent design, establish HGL elevations for the pipeline under steady state operation and static conditions.
- Perform pump power failure and start-up simulations for the 100 percent design of the pumping station.

- Evaluate the results of the simulations and determine whether the surge control measures recommended for the 60% design is satisfactory for the 100 percent design of the pumping station or whether modifications and/or additional surge control measures are required to protect the 100 percent design of the pumping station and 24-inch pipeline.
- If modifications and/or additional surge control are deemed necessary in the task above, the Consultant will recommend modifications/additions to the surge control strategy to protect the 100 design of the pumping station and 24-inch pipeline. The results of the pressure surge analyses for the 100 percent design with the recommended surge protection improvements in place will be provided. Recommendations for safely starting and stopping the pumps (i.e., safely opening and closing the ball valves) will be checked and modified if necessary for the 100 percent design of the pumping station and pipeline.

Task 9.2 – Physical Model Study. The objective of the physical hydraulic modeling study will be to optimize and confirm the sump station performance by determining if the proposed design can provide acceptable flow to the pumps in accordance with the Hydraulic Institute (HI) Pump Intake Design Standard (ANSI/HI 9.8-2018), which is the standard used by pump manufacturers worldwide. Specific objectives include:

- Defining the general flow patterns within the pump intake.
- Determining the existence and magnitude of adverse flow phenomena in terms of free and subsurface vortex activity, swirl of flow entering the pump and velocity distribution at the pump suction inlet.
- If required, investigating geometric modifications to the suction header and pump suction piping to improve flow approaching the pump suction inlets. It is anticipated that a vortex suppressor design will be developed and confirmed based on the physical model study.
- Document the performance of the selected pump station design for the anticipated range of operating conditions.

By providing good approach flow to the pumps that is without excessive swirl, without the formation of surface and subsurface vortices, and with an even velocity distribution of flow entering the pumps, performance problems will be significantly reduced that in turn, helps to meet design performance goals, maximize bearing life, and minimize operation and maintenance costs

Acceptance Criteria. The performance criteria established in the ANSI/HI 9.8-2018 are as follows:

- Free surface and subsurface vortices entering the pump should be less severe than vortices with coherent dye cores (free-surface vortices of Type 3 and subsurface vortices of Type 2). Dye core vortices may be acceptable only if they occur for less than 10% of the time or only for infrequent operating conditions.
- Swirl angles, both the short-term (30 second model) maximum and the long-term (10-minute model) average indicated by the swirl meter rotation, should be less than 5 degrees. Maximum short-term (30 seconds, model) swirl angles up to 7 degrees may be acceptable, only if they occur less than 10% of the time or for infrequent pump operating conditions. The swirl meter rotation should be reasonably steady, with no abrupt changes in direction when rotating near the maximum allowable rate (angle).
- Time-averaged velocities at points in the throat of the bell shall be within 10% of the cross-sectional area average velocity.
- Time-varying velocity fluctuations measured at each point in the throat of the bell shall produce a standard deviation of less than 10% from the time-averaged signal.

Model Design and Workplan Development. Upon receipt of all pertinent design information, model design will commence including selection of an appropriate model scale. The model scale will be selected to ensure the Reynolds and Weber numbers are sufficiently high to mitigate scaling effects of viscous and surface tension forces, as outlined in ANSI/HI 9.8-2018.

Based on the available information, it is expected that a scale of between 1: 2 and 1:3. The actual scale will be defined once pump and station details are provided, will be in accordance ANSI/HI

9.8-2018, and may require additional adjustment to accommodate commercially available cast acrylic tubing.

Deliverable: A workplan for the physical modeling study and comprehensive model layout drawings will be developed in collaboration with Atkins to best meet the project needs. It is envisioned that the study workplan will include a description of the model design and scale selection, similitude criteria, instrumentation and controls, testing procedures, and the proposed testing program.

Model Construction. It has been assumed that the suction piping for all pumps is geometrically identical, so only two pump inlets will be simulated in the model. Flow will be pulled past the suction piping lateral of the modeled pump to simulate the impact of the flow to the other pumps on the modeled pump. The pump suction piping up to the pump suction flange will be modeled in transparent acrylic plastic. Key components of the model will be fabricated using clear acrylic plastic to permit observation of flow patterns entering the pumps. The physical model will include the internal dimensions of the suction header, and the full length of the pump suction pipe, pump can and pump bell of one pump. The model will also be designed for easy installation of design modifications. Recommended design modifications will be finished in a different color from the base model to highlight the recommended changes to the initial design.

Deliverable: A set of photos of the completed model will be emailed to Atkins upon completion of model fabrication.

Model Testing. In general, the testing approach will include assessing the performance of the proposed pump station design, evaluating design modifications if unsatisfactory pump performance is identified, and fully documenting the performance of the optimized design over a wider range of flow conditions.

Based on the number of pumps, expected operating conditions, and the objectives of the work, up to eight physical model tests have been budgeted (i.e., three initial design tests and five final design tests). Supplementary tests may be elected by Atkins for a lump sum additional cost. Design development will be limited to 2 weeks to resolve any deficiencies identified and any modifications will be limited to the addition or removal of geometric elements upstream of the pumps (e.g., vortex suppressor devices). All decisions regarding the direction of the testing program will be made in concurrence with Atkins.

Each model test will be operated in steady state, where the inflow equals the outflow, and the water level remains constant. Model measurements and instrumentation will be in accordance with ANSI/HI 9.8-2018. Instrumentation to evaluate spatial and temporal velocity fluctuations will be installed at one of the pumps, and 8 locations will be monitored on a constant radius in the plane of measurement. Pressure taps will be installed upstream of the pump bell and downstream of the throat of the pump bell.

Deliverables: Testing results will be shared with Atkins as they become available to facilitate direction of the model testing program as it progresses. Data will be presented in tabular format and will include any relevant photographs and video.

Witness Testing. A one-day model demonstration (witness testing) will be held at the hydraulics laboratory facility near the end of the modeling effort. The meeting will include a presentation of the initial and design development testing results with a brief description of the physical model construction, scaling and instrumentation, and a live demonstration for Atkins and representatives from the Owner of the model operating over a range of flow conditions. It is anticipated any revisions to the final testing program and approval for commencement of the final documentation testing will be discussed and agreed upon at the Witness Test. Informal inspection of the model at any other time during the testing program will also be accommodated at Atkins' request. It is envisioned that the proposed model will be at our Vancouver laboratory. However, the final selected location will depend upon workload and space requirements at the time the project begins.

Deliverable: Meeting minutes summarizing the physical modeling workshop will be submitted to Atkins and will include an electronic copy (PDF) of the workshop presentation.

Reporting. A technical report summarizing the results of the physical model study will be submitted within two weeks of completion of the model testing. The report will include: a complete description of the model test procedures and instrumentation; model scaling and similitude; model construction drawings, tabulated summaries, and graphical presentations of model test data; narrative descriptions of the test results and performance of the initial design and recommended configuration examined in the model; relevant photographs and drawings illustrating the recommended design modifications; and conclusions and recommendations based on the model tests.

Deliverables: A draft and final report will be submitted in electronic (PDF) format.

Model Demolition and Disposal. Upon completion of the model study and acceptance of the final report, the models will be demolished in an environmentally sensitive manner.

Task 9.3 – Computational Fluid Dynamics. A Computational Fluid Dynamics (CFD) modeling study will be performed on the reservoir. The objective of the CFD modeling study is to perform analysis of the mixers in the basin in order to assess the performance of the mixers within the basins and streamline results. Because both basins are identical, therefore, only one basin will be modeled.

CFD Model Development: Upon receipt of all pertinent design information, the CFD model geometry preparation will commence. Atkins, through a subconsultant, will develop 3D geometry of the reservoir in the CFD model.

Geometry components that are anticipated to have a significant impact on the hydraulic flow patterns entering and existing the reservoir. The model will include a simplified geometry of the inside shape of the reservoir.

It has been assumed that Atkins will provide all information required for model design, including the geometry of the suction header and piping, pump suction bells, and all pertinent internal structures (e.g., vanes, if any). The subconsultant will compile the geometric information to develop the CFD model geometry and numerical mesh. Moving parts (e.g., pump impellers) will not be simulated in the CFD model.

Deliverable: Prior to model testing, schematics of the 3D model geometry and a draft test program will be submitted in electronic (PDF) format for review and approval.

CFD Model Reporting: The Subconsultant will prepare a draft technical report summarizing the results of the CFD model study for review by Atkins. The report will contain an introduction, descriptions of the model, and complete descriptions of the test results including tabular and graphical data, and conclusions and recommendations.

Deliverables:

- Draft CFD Model report will be submitted in electronic (PDF)
- Final CFD Model report will be submitted in electronic (PDF)

Task 10 – 60 Percent Design Submittal. The 60 percent submittals require major equipment to be shown on the drawings with all discipline connections made and sized, based on preliminary calculations. The level of detail in drawings should indicate 60 percent of all detail levels. The design shall adhere to the project design criteria and the EDS. Via a subconsultant, AtkinsRéalis will begin coordinating with NV Energy to bring power supply to site for the District's site. They shall include, but not be limited to, the following:

- Specifications
- Preliminary Civil/Structural Drawings:
 - o Site plan
 - o Civil/structural plan drawings
 - o Civil/structural underground and foundations drawings
 - o Civil/structural elevations and details
 - o Civil demolition plan
 - o Embedded Record of Survey

- Right-of-Way Plan
- o Horizontal control plans
- Civil drainage plans
- Final off-site improvement plans Preliminary Mechanical Drawings:
 - o Preliminary site layout plans
 - o Equipment general arrangements
 - Process flow diagram
 - Piping plans and details
 - Mechanical demolition plan
- Preliminary Electrical Drawings:
 - Single-line diagrams to District standards
 - Schematic and wiring diagrams to District standards
 - o Power, grounding and heat trace plans
 - o Instrument, control and lighting plans
 - o Conduit and cable schedules per District standards
 - Power, grounding, instrument, heat trace and lighting details
 - Electrical equipment elevation views
- Preliminary Instrument Drawings:
 - Process and instrument diagrams
 - Example instrument signal loop diagrams
 - Example instrument data sheets to Instrument Society of America (ISA)
 - o standards
 - PLC input/output interface diagrams
- Two loosely bound copies of Preliminary engineering Calculations:
 - Hydraulic system design calculations
 - Preliminary drainage calculations and drainage report
 - o Final earthwork calculations
 - Preliminary structural calculations
 - o Preliminary yard piping design calculations
 - Preliminary electrical calculations
 - o Preliminary electrical system coordination study
 - Power equipment sizing (MCCs, transformers, etc.)
 - Indoor lighting calculations
 - Sump pump sizing calculations
 - o Preliminary construction cost estimate, itemized by discipline
 - Record of survey
 - Preliminary minimum reservoir level to meet pump NPSHR and prevent vortexing
 - System curves for various pumping station operating conditions
 - Preliminary pump selection with associated curves (minimum of 3 manufacturers)
 - o Preliminary HVAC and blower fan equipment sizing calculations
 - o Preliminary calculations for pumping station acoustics
 - Traveling bridge crane sizing calculations
 - o Preliminary model study for suction piping and pump barrels
 - Pipe cylinder thickness design based on interior pipe pressure, external loads and buckling
 - Restrained joint design to counteract longitudinal thrust at all pipe junctions, bends and termini, including single and/or double weld calculations
 - Combination air valve sizing
 - o Preliminary surge analyses
 - Pump and motor characteristics
 - Preliminary cathodic protection system calculations
 - o Preliminary reservoir sizing and elevation gauging calculations
- Three sets of draft soils investigation (geotechnical) reports
- Two copies of cathodic protection evaluation/analysis
- Three copies of preliminary technical drainage study
- Revised alternate design report
- Two copies of the construction cost estimate summarized by bid item and supported by itemized breakdown of all component costs
- Three copies of the preliminary surge analysis
- Three copies of preliminary design of physical hydraulic model

- Three copies of the preliminary CFD Model Study of the reservoir
- Two copies of the preliminary acoustical models
- Two copies of the preliminary construction cost estimate with supporting calculations
- Three copies of Revised Preliminary Design Report
- Two copies of preliminary energy model
- Outside agency review and permit names and addresses
- One copy of all project correspondence to date
- Recommended revisions to the project schedule, if required
- A list of problems, questions, and/or actions needed to be addressed by the District

60% Review Deliverables:

- Ten (10) sets of 24"x36" drawings on bond paper
- Five (5) loosely bound sets of specifications
- Two (2) bound sets of supporting calculations and other required documents in above tasks
- Electronic copies of the drawings and specifications (Word document, AutoCAD files and PDF format)
- Submit to applicable third-party agencies and utilities for review and comment

Task 11 – 100% Design Submittal. The 100 percent submittals require major equipment to be shown on drawings with all discipline connections made and sized, based on final calculations. The level of detail in drawings should indicate 100 percent of all detail levels. The submittal shall be corrected and completed in accordance with the 60 percent submittal review, briefing, and other information and shall include, but not be limited to, the following:

- Specifications
- Preliminary Civil/Structural Drawings:
 - o Site plan
 - Civil/structural plan drawings
 - Civil/structural underground and foundations drawings
 - Civil/structural elevations and details
 - Civil demolition plan
 - Embedded Record of Survey
 - o Right-of-Way Plan
 - Horizontal control plans
 - Civil drainage plans
- Final off-site improvement plans Mechanical Drawings:
 - o Final site layout plans
 - o Final equipment general arrangements
 - o Final process flow diagram
 - Final piping plans and details
 - Final mechanical demolition plan
- Electrical Drawings:
 - o Single-line diagrams to District standards
 - Schematic and wiring diagrams to District standards
 - o Power, grounding and heat trace plans
 - Instrument, control and lighting plans
 - Conduit and cable schedules per District standards
 - o Power, grounding, instrument, heat trace and lighting details
 - o Electrical equipment elevation views
- Instrument Drawings:
 - Process and instrument diagrams
 - Example instrument signal loop diagrams
 - Example instrument data sheets to ISA standards
 - PLC input/output interface diagrams
- Final Calculations:
 - o Final hydraulic system design calculations
 - o Final yard piping calculations
 - Final structural calculations

- Final electrical calculations
- Final electrical system coordination study
- Power equipment sizing (MCCs, transformers, etc.)
- Final sump pump sizing calculations
- Final construction estimate, itemized by discipline
- At the request of the District, a compilation of catalog cut sheets for all non-standard selected equipment
- o Final minimum reservoir level to meet pump NPSHR and prevent vortexing
- o Final system curves for various pumping station operating conditions
- Final pump selection with associated curves (minimum of 3 manufacturers)
- Final HVAC equipment and blower fan sizing calculations
- o Final calculations for pumping station acoustics
- Traveling bridge crane sizing calculations
- Final model study for suction piping and pump barrels
- Final compressed air system calculations
- Final surge analyses
- o Preliminary protective relay settings for electrical distribution equipment and pump starters
- Motor starting tests
- o Compliance with energy code
- Final cathodic protection system calculations
- o Final reservoir sizing and elevation gauging calculations
- Ground grid calculations
- Three copies of final technical drainage study
- Three sets of final soils investigation (geotechnical) reports
- Two copies of final cathodic protection analyses
- Three copies of final surge analysis
- Final physical hydraulic model
- Three copies of the final CFD Model Study of the reservoir
- Final survey report and right-of-way documentation with all required easements
- Final cathodic protection analyses
- One copy of the final construction cost estimate with supporting calculations
- Final acoustical models from the 60 percent submittal
- One copy of all project correspondence generated since the last briefing session
- Responses to the District's 60 percent design review comments in both paper and electronic format
- A compilation of catalog cut sheets for all selected equipment

100% Review Deliverables:

- Ten (10) sets of 24"x36" drawings on bond paper
- Five (5) loosely bound sets of specifications
- Two (2) bound sets of supporting calculations and other required documents in above tasks
- Electronic copies of the drawings and specifications (Word document, AutoCAD files and PDF format)
- Submit to the COH Development Services Center (DSC), Nevada Division of Environmental Projection (NDEP), and applicable third-party agencies and utilities for review, comment, and approval

Task 12 – Final Design Submittal. The comments final submittal shall consist of one engineer-sealed bond original or electronically signed set of drawings, one copy of the engineer-sealed original calculations, one engineer-sealed unbound contract volume including permits, responses to 100 percent design review, and electronic copies of the final drawings and specifications.

Task 13 – Bid Phase Services. Pre-Bid and Bid Phase Services. AtkinsRéalis understands that reservoir plans, pumping stations, and metering facility plans will be issued by the District as a standalone construction contract to be completed under District oversight and construction management. AtkinsRéalis will support District in selection of a Contractor including pre-bid meeting attendance, preparation of addendum, and preliminary evaluation of Contractor references and past performance. Also includes preparing additional conformed drawings and specs.

- **Task 14 Engineering Services During Construction.** AtkinsRéalis will support District Engineering and Construction Management staff during construction of the proposed reservoir and pumping station by attending the pre-construction meeting; providing shop drawing and submittal reviews, providing review of drawings, specifications, cost estimates, and other documents relating to any contract change orders; and providing engineering services during a final inspection of the work and furnish to the District a written recommendation regarding the acceptability of the completed construction work.
 - **Task 14.1 Meetings.** Atkins staff will attend the pre-construction meeting and up to seventy-five (75) regular weekly progress meetings on an as-needed basis based on District request for attendance. Atkins will provide engineering services during a single final inspection of the work and furnish to the District a written recommendation regarding the acceptability of the completed construction work.
 - **Task 14.2 Shop Drawings and Submittals.** Atkins staff will review up to four hundred (400) individual contractor shop drawings and submittals. Atkins assumes that shop drawing submittals will be electronic, and review will occur through eBuilder, or another District provided and maintained submittal management platform. AtkinsRéalis assumes that no more than 40 percent of the total submittals will require re-submittal reviews.
 - **Task 14.3 Requests for Information.** Atkins staff will review up to one-hundred (100) individual contractor requests for information (RFIs). Atkins assumes that RFIs will be electronic, and review will occur through eBuilder, or another District provided and maintained submittal management platform. AtkinsRéalis assumes that no more than 25 percent of the total RFIs will require resubmittal reviews.
 - **Task 14.4 Record Drawings.** Atkins staff will obtain, review, categorize, and incorporate Contractor's as-built redlines into native project files to create Project Record Documents (Drawings and Specifications). Quality control will be performed on these documents per AtkinsRéalis / project requirements. This task will commence upon Contract Closeout of the construction activities. AtkinsRéalis will prepare and deliver electronic and hard copy documents which includes Record Drawings and Specifications (.pdf), full size hard copy print (bond) of the Record Drawings, bound and individual CAD files (.dwg), individual Word specification files (.docx), and hard copy print of the Record Specifications.
- **Task 15 Contingencies.** Atkins suggests a contingency budget to cover supplemental services that may arise during design development, such as easement document preparation, additional potholes or soil borings, and other design elements as may be applicable to the identified work scope. Use of contingency funds would be subject to written approval by the District through task order authorization or other District mechanism. Contingent Services may include, but are not limited to:
 - Additional engineering services required as directed by the District
 - Public Outreach Program and Support
 - Title Reports
 - Preparation of Easements and Legal Descriptions

RATES AND FEES

Project Management	\$243,460			
Quality Assurance	\$137,760			
Survey and Right of Way	\$47,649			
Geotechnical	\$68,865			
Environmental	\$138,228			
Utility Test Hole Investigation	\$18,449			
30% Design	\$436,530			
Technical Drainage Study	\$43,430			
Computational Fluid Model	\$104,008			
60% Design	\$719,871			
100% Design	\$594,930			
Final Design	\$420,796			
Bid Phase Services (T&M)	\$45,905			
Engineering Services During Construction (T&M)	\$574,433			
SUBTOTAL	\$3,594,314			
Contingency	\$325,000			
TOTAL	\$3,919,314			

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

Subject: Agreement			
Petitioner:			

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign an agreement between Richmond American Homes of Nevada, Inc., and the District for pipeline oversizing within the 3205 Pressure Zone along Iron Mountain Road in an amount not to exceed \$1,500,000.

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:

Richmond American Homes of Nevada, Inc. (Richmond), requires water to serve approximately 22 acres within the District's 3205 Pressure Zone near Iron Mountain Road and Puli Road where facilities with a potable water supply with adequate pressure and quantity do not currently exist. Richmond desires to design and construct the Iron Mountain 3205 Zone North Pipeline (Project) to serve the proposed development, which will require the installation of 300 linear feet of 8-inch diameter pipeline and 2,300 linear feet of 12-inch diameter pipeline in Iron Mountain Road. To meet future demands outside of the proposed development, improve system reliability, and enhance capacity within the 3205 Pressure Zone, it is recommended that the 2,600 linear feet of pipeline be oversized to 36-inch diameter pipeline.

If approved, the attached Agreement No. 012685.0 (Agreement) provides the terms and conditions for the design and construction of the Project, as generally shown on Exhibit I of the Agreement, at Richmond's initial sole cost and expense. Project plan approval by the District is a condition precedent to this Agreement. Upon completion of the Project, the District will refund the cost of the pipeline oversizing to Richmond in an amount not to exceed \$1,500,000, and Richmond will assign unencumbered title of the Project to the District.

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 the agreement.

JJE:DJR:JLB:ND:SK:ED:CK:jlc Attachments: Disclosure, Agreement



LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type: Privately Held Corporation

Business Designation Group:

Number of Clark County Residents

Corporate/Business EntityName:

Employed:

Richmond American Homes of Nevada, Inc

Doing Business As:

Street Address: 770 E. warm springs rd
City, State, and Zip Code las vegas, Nevada 89119

Website:

Contact Name: John Prlina

Contact Email: John.Prlina@mdch.com

Telephone No: (702) 465-1245

Fax No:

Nevada Local Business Information (if applicable)

Local Street Address: 770 E. warm springs rd

89119

115

Local Website:

Local Contact Name: Angela Pinley

Local Contact Email: Angela.Pinley@mdch.com

Telephone No: (702) 240-5605

Fax 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):

Subsidiary Company Richmond American Homes of Nevada, Inc. is a wholly-owned, indirect subsidiary of Sekisui House Limited, which has two trust accounts that own at least a 5% ownership interest:

- The Master Trust Bank of Japan, Ltd. (Trust account)
- Custody Bank of Japan, Ltd. (Trust account)

Listed Disclosures Below (additional supplemental information may be attached, if necessary):

Additional Supplemental Information to be Attached?

Number of Board members/Officers?

Number of Owners?

Names, Titles and Percentage Owned:

% Owned

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

No

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

- A. 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)?
- B. 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?

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

Category
A/B
Business Owner/Principal Name
A/B
Business Owner/Principal Name
A/B
Business Owner/Principal Name
And Job Title
Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official LVVWD/SNWA/SSEA Employee/Official Employee/official Employee's/Official's Department

Business Entity 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: Angela PinleyJohn Prlina

Signer Title: Director of Forward Planning-Nevada DivisionVP of Land Acquisition-Nevada Division

Signer Email: Angela.Pinley@mdch.comJohn.Prlina@mdch.com

Signed Date: 9/23/2024

E-signed Acknowledgement: Yes

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):

- _ Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?
- _— Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

By signing	g below,	I confirm th	at I have	reviewed	this disc	closure	form	and that	it is c	omplete	and	correct	to the
best of m	y knowle	edge.											

Demars, EdwardDemars, EdwardSignatureCivil Engineer P.E.Print Name/Title

<u>11/14/2024</u> Date

Richmond American Homes of Nevada, Inc List of Officers/Directors

President- Nicole Bloom

Treasurer- Claire Wilson

Director- Robert N. Martin

Other- Mark Jones

Other- Joseph P. Morrisey

Other- Justin Bozarth

Other- Winter Buonfiglio-Bruschi

Other-Matthew Wixted

Other-John Prlina

Secretary-Joseph H. Fretz

IRON MOUNTAIN 3205 ZONE NORTH PIPELINE

DESIGN AND CONSTRUCTION AGREEMENT

The Iron Mountain 3205 Zone North Pipeline DESIGN AND CONSTRUCTION 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 Richmond American Homes of Nevada, Inc., a Colorado corporation, 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 desirous of receiving potable water from the District to serve real property located in the District's 3205 Pressure Zone and generally depicted on Exhibit I attached hereto ("Property");

WHEREAS, the District is willing to supply water service to the Property, pursuant to its Service Rules, as adopted by its Board of Directors, that are in force and effect on the Effective Date;

WHEREAS, Exhibit II is a complete and total listing of the Developer's proposed and planned land uses, within the boundaries of the Property, and required fire flow for the Developer's Property, which is the basis of the Developer-required diameter for the Project and required fire flow for the Developer's Property;

WHEREAS, the installation of a water pipeline is required in order to provide water service of adequate pressure and quantity to the Property;

WHEREAS, the District is desirous of oversizing the Developer-required pipeline and having fiber optic conduit constructed 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 pipeline named the "Iron Mountain 3205 Zone North Pipeline" ("Project"), for the purpose of providing water service of adequate pressure and quantity to said real property, should the property receive a water commitment from the District;

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 as of the Effective Date; and

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

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's Real Property. Exhibit I generally depicts the true area and extent of the Property.
- 3) <u>Developer-Required Pipeline Diameter.</u>
 - a) The Developer shall install the oversized 36-inch main and appurtenances at its initial sole cost and expense. The District will reimburse a portion of the cost as stated in Section 5 of this Agreement.
 - b) Should the Developer revise its projected usage of the Property, as listed on Exhibit II, causing the capacity requirement for the Property to increase, or should the acreage to be served increase, resulting in an increase in the Developer-required diameter for the Project, the District and the Developer will amend this Agreement to increase the Developer-required diameter and increase the Developer's share in the cost of the Project. The Developer's share in the cost of the Project will not be reduced based on any future reduction in the Developer

required diameter for the Project and will be at a minimum based on the proposed diameters and lengths in the District-approved Water Network Analysis (WNA) titled "Iron Mountain Puli" received on November 7, 2024.

4) Project Design.

- a) The 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, subject to acceptance by the District.
- b) If the right-of-way is not acquired by the Developer as proposed in the design, the Developer will be responsible for completing any revisions to design due to right-of-way changes at the Developer's sole cost.
- c) The design shall comply with District standards, requirements, and format as set forth in the Engineering Design Standards, which can be obtained by calling the District's Program Controls Division at (702) 862-3476 and shall be prepared in accordance with the requirements of Nevada Revised Statutes Chapters 332 and 338.
- d) The Developer shall furnish to the District all full size, sealed, reproducible original design drawings and specifications for the Project design and all proprietary rights thereto. These deliverables shall include CAD files prepared by using AutoCAD (version in accordance with the District's Engineering Design Standards), Microsoft Word files of the specifications, one (1) set of full size drawing plotted paper medium, and one (1) set of specifications.
- e) The design shall include the installation of fiber optic conduit, which shall be included in the Project's drawings and specifications.
- f) The design must meet the District's minimum pressure requirements and leave sufficient capacity in the 3205 Pressure Zone.

5) Construction Funding.

- a) The District's financial participation in the cost of the construction of the Project shall be limited to an amount not to exceed \$1,500,000. If the District initiates a change order for the District's sole benefit and if that change order increases the District's total financial participation, the change order will be taken to the District's Board of Directors for approval, and the District's total financial participation will be increased in the amount of the Board-approved change order.
- b) In accordance with this Agreement, the District shall reimburse the Developer, within forty-five (45) calendar days of receipt of the Bill of Sale, the actual cost of construction as follows:
 - i) Oversizing. The amount of such reimbursement shall be without interest and shall be equal to the construction cost of the Project less what the cost would have been for the Developer-required 8-inch and 12-inch diameter pipeline to serve the Developer's property. For reimbursement purposes:
 - (1). For the portion of the pipeline in Iron Mountain Road and Puli Road, the total reimbursement to the Developer shall be the sum of the products of the actual linear feet of oversized pipeline constructed within each section identified on Exhibit I, multiplied by the difference in price per linear foot between the 36-inch and the 8-inch and 12-inch pipeline as set forth on Exhibit V attached hereto.
 - ii) Fiber Optic Conduit. The construction cost shall include the installing of fiber optic conduit as part of the Project. For reimbursement purposes, total reimbursement to the Developer shall be the sum of the products of the actual linear feet of oversized pipeline constructed within each section identified in Exhibit I, multiplied by \$37 per linear foot of oversized pipeline, as set forth in Exhibit V, Reimbursement to Developer. The Developer shall pay all costs relative to the design and construction of the fiber optic conduit until such time as it, along with the remainder of the Project, is accepted by the District.

- c) 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 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.
- 6) <u>BLM Material Excavation</u>. Should excess excavated material be required to be removed from any District Bureau of Land Management ("BLM") right-of-way grant area, the Developer will prepare the necessary documents showing the District as the purchaser and the Developer shall pay any processing fees and mineral materials fees required by the BLM. Said documents shall be delivered to the District with the 100 percent Design submittal. The cash payment in the amount of the mineral materials fees shall be delivered to the District no later than 15 days after the receipt of the offer of the Contract for the Sale of Mineral Materials from the BLM.

7) Shop Drawings.

- a) The Developer shall provide the District's Engineering Services Division shop drawings, substitute material requests and cut sheets, for its review and process.
- b) The Developer's engineer shall provide a shop drawing stamp on each sheet of every submittal showing technical criteria pertaining to each product. The shop drawing stamp shall be as approved by the District and shall include at a minimum, the contract number reference, the review action taken, the date of the shop drawing review action, and the initials of an engineer within the responsively assigned engineering discipline.
- c) The Developer's engineer shall provide the District with a twenty-one (21) calendar day review period, prior to the shop drawings being returned to the contractor. The District reserves the right to take exception to the engineer's shop drawing stamp action. If no response is given to the Developer's engineer by the District within twenty-one (21) days, the District is deemed to have taken no exceptions to the engineer's shop drawing actions.
- d) No shop drawings shall be accepted for review prior to the District's approval of the plans and specifications.
- e) The Developer shall provide to the District one complete set of final approved shop drawings for all appropriate items incorporated into the work in pdf format within seven (7) calendar days of receipt from its contractor.

8) Construction.

- a) The Developer shall construct the Project, including the installation of the fiber optic conduit:
 - At the Developer's sole cost and expense, subject to reimbursement as detailed in this Agreement;
 - ii) During normal working hours and days for the District;
 - iii) Designed in accordance with this Agreement 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 observation 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 Developer shall provide to the District, thirty (30) days prior to the start of construction, the name, title, address, telephone number and fax number of a designated local Project Administrator who shall have responsible charge of the contract administration for construction of the Project. The District will address all correspondence regarding the Project to the Project Administrator at the designated address or fax number. The mailing or fax transmittal to the

Project Administrator of any notice, letter or other communication shall be deemed sufficient service thereof. The date of said service shall be the date of such mailing or fax transmittal. The Project Administrator, or any of the related information may be changed at any time by providing written notification to the District's Construction Division.

- c) Construction, including shop drawings and submittal reviews, of the Project shall not commence prior to approval by the District of the design drawings for the Project.
- d) The Developer shall conduct a pre-construction conference at a location, at an hour and on a day mutually acceptable to the Developer and the District.
- e) 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.
- f) The Developer shall provide a fabrication and delivery schedule to the District for mortar lined and coated (MLCP) steel pipe to be installed as part of the Project. The Developer shall notify the District at least five weeks prior to the start of pipe fabrication to allow the District, or its designated representative(s), to inspect the pipe fabrication, testing, storage, handling, and delivery processes.
- g) The Developer shall provide at the Developer's sole cost, third-party inspection(s) to ensure pipe is fabricated and handled in accordance with AWWA C200, C205 and District requirements. The Developer shall provide written report of the third-party inspection, certified by a professional engineer registered in the State of Nevada, prior to installation of pipe.
- h) 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 and is in imminent danger, temporarily cease construction operations at location of tortoise, immediately notify the District of occurrence, and a qualified biologist will arrive to remove tortoise.
- i) The Developer shall provide 'as-built' information to the District within seven (7) calendar days of the final walk-through by the District.

9) Staging Area.

- a) The Developer shall provide the District with written permission of the owner of record of any and all public or private property upon which he stockpiles or stores materials and/or equipment.
- b) Material and equipment stored without said permission shall be immediately removed by the Developer at the Developer's sole expense.
- c) Said permission shall be furnished to the District prior to any use of public or private property.
- d) Upon completion of work on such properties, the Developer shall, as a condition of reimbursement, provide to the District a letter from the owner of each property stating that the property has been left in a condition acceptable to the owner. Acceptance by all property owners is a condition of acceptance of the Project by the District.

10) Project Management Information System.

- a) The Developer shall require its engineer to provide:
 - System Access Security Checklist that demonstrates the engineer meets the cyber security requirements of the District. Exhibit IV attached hereto contains the District's System Access Security Checklist.
 - ii) Competent staff to interface with the District's project management information system ("PMIS") for the construction of the Project.

- iii) A list of names and corresponding email addresses of the engineer's staff who will interface with the District's PMIS. Exhibit IV attached hereto contains the District's System Access Security Checklist.
- b) The Developer's engineer staff that require access to the District's PMIS will be required to accept the Owner's conditions of use at time of initial login. Exhibit III attached hereto contains the PMIS Terms of Use.
- c) The Developer shall require its contractor to provide:
 - System Access Security Checklist that demonstrates the contractor meets the cyber security requirements of the District.
 - ii) Competent staff to interface with the District's PMIS for the construction of the Project.
 - iii) A list of names and corresponding email address of the contractor's staff who will interface with the District's PMIS.
- d) The Developer's contractor staff that require access to the District's PMIS will be required to accept the Owner's conditions of use at time of initial login. Exhibit III attached hereto contains the PMIS Terms of Use.

11) Data Privacy and Security.

- a) During the course of this Agreement, the Developer and the Developer's engineer and contractor will create, receive, or have access to the District's Facility Information and the Facility Information of the Southern Nevada Water Authority ("Authority"). Facility Information means drawings, maps, plans, or records that reveal the District's or the Authority's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting, or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the District and the Authority. Facility Information is deemed to be Confidential Information of the District and the Authority.
- b) The Developer shall, itself, and shall require that its engineer and contractor:
 - Keep and maintain all Facility Information in strict confidence, using such degree of care
 as is appropriate to avoid unauthorized access, use, or disclosure, including at a
 minimum, strong password protection and encryption for data at rest and in transit on any
 network;
 - ii) Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;
 - iii) Not create, collect, receive, access, or use Facility Information in violation of law;
 - iv) Use and disclose Facility Information solely and exclusively for the purposes of providing work or services under this Agreement;
 - Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the District without the District's prior written consent;
 - vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the District's prior written consent. Authorized Persons means the Developer's members, employees, and agents and the Developer's engineer's and contractor's respective employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable the Developer to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement; and
 - vii) Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data

Privacy and Security section. The Developer acknowledges that it will be liable to the District for any and all damages the District incurs from the Developer's failure to ensure that that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section.

- c) THE DEVELOPER ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE DEVELOPER TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).
- d) Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by the Developer's engineer and contractor or by the District to the extent that the Developer's engineer and contractor have access to the District's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.
- e) The Developer shall, itself, and shall require that its contractor:
 - i) Notify the District of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the Developer's engineer or contractor becomes aware of it, by telephone at the following number 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the District's contacts listed in the Notices Section below:
 - ii) At its own expense, coordinate and fully cooperate with the District in the District's handling of the matter;
 - iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
 - iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and
 - v) Reimburse the District for all actual costs incurred by the District in responding to and mitigating damages caused by any Security Breach.
- f) The Developer acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the District irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the District is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the District may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- g) The Developer shall, itself, and shall require that its engineer and contractor maintain a comparable or better information security program to that disclosed in the engineer's and contractor's the System Access Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.
- h) The Developer shall, itself, and shall require that its engineer and contractor implement the administrative, physical and technical safeguards disclosed in the System Access Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc., or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, and shall ensure that all such safeguards, including the manner in which Facility 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.
- The Developer shall return, destroy, or otherwise appropriately disposition any Facility Information and copies thereof upon the termination or completion of this Agreement, or as otherwise provided by law.
- 12) <u>Change Orders.</u> To the extent that a change order(s) is initiated by the District for the District's sole benefit, the District shall pay to the Developer the cost of the change order(s). The cost of all other change orders, including but not limited to change orders due to errors or omissions by the Developer's engineer and change orders for the Developer's sole benefit, shall be borne by the Developer.

13) Easements.

- a) The Developer shall provide to the District, at no cost to the District:
 - i) A permanent easement 50 feet in width, or a width approved by District, for the Project in a form approved by the District. Said easement shall be in an alignment which is mutually acceptable to the Developer and the District and shall extend a minimum of 15 feet on each side of the centerline of the alignment of the Iron Mountain 3205 Zone North Pipeline.
 - ii) For construction purposes, temporary easement of sufficient width to ensure that the combined width of the permanent and temporary easements is a minimum of 100 feet, or a width approved by the District.
- b) Said easements shall be shown on the construction drawings and provided to the District prior to the approval of the drawings by the District.
- c) If a right-of-way grant must be acquired from the BLM, the Developer will prepare all necessary documents showing the District as the applicant and will pay all application and tortoise mitigation fees; the District will submit the documents to the BLM. Temporary easements shall be acquired at the Developer's sole cost and expense from any party whomsoever, including the BLM. The Developer is required to abide by all the terms and conditions of the acquired permanent easements, temporary easements, and BLM Grants.
- d) All easement submittals shall be subject to the following requirements: There are two (2) types of permanent easement forms: 1) a "Non-Exclusive Easement" used specifically for single-family residences and pipelines; and 2) an "Exclusive Easement" used for multi-family residences, apartments, condos, and commercial properties for appurtenances (i.e., meters, backflows, AV/ARs, etc.). The easement documents can be located at Ivvwd.com under the Engineering Resources, Designing and Building Water Systems section. All easements must be submitted to the District's Right of Way Division for review and subsequent recording with the Clark County Recorder's Office.
 - i) Each easement shall consist of only one legal description.
 - ii) The easement must be on a District form with all attachments on 8.5-inch x 11-inch paper. All attachments shall be on an 8.5-inch x 11-inch paper.
 - iii) All font size is to be a minimum point 10.
 - iv) Clark County Assessor Parcel Number (APN) must appear in the upper left corner of each page including the exhibits.
 - v) NOTHING is to be located in the 3-inch x 3-inch area of the upper right corner of the first page. This is for the Recorder's use only.
 - vi) A 1-inch margin is required around all pages, with no writing, signatures, stamps, etc., within the 1-inch margin.
 - vii) Every portion of the easement document must be an original.

- viii) No punch holes in the document are allowed. Stapling of the document is acceptable.
- ix) The Grantor is the current property owner. A copy of the most current vesting document should accompany the easement document.
- x) The Grantor's name on the first page and the signature on the last page must match, unless it is for a corporation, an LLC, or a partnership, etc. If signing for the Grantor, signatory authorization must be included.
- xi) The name and title of the authorized officer signing the document must be typed or printed beneath the signature.
- xii) Legal descriptions must be stamped and signed by a Professional Land Surveyor (PLS) and must contain his or her mailing address within the document. The date of the signature of the PLS must be prior to or the same date as the date of the signature of the Grantor.
- xiii) Legal description and exhibit shall be numbered consecutive. (Example: Page 1 of 2; Page 2 of 2)
- xiv) If easement legal description references a previously recorded document as part of the easement description, all information to locate the referenced document (recording information) must be included as part of the easement legal description. A legible copy of the referenced document must be provided with the easement package.
- xv) There must be a notary seal on the original easement.
- xvi) The notary stamp must be legible and not located over any words or lines.
- xvii) The date and name of individual signing the easement must be clearly printed or typed within the notary statement.
- xviii) All writing on document MUST be in BLACK INK ONLY (no color). The only exception is the signatures, Notary Public or PLS initials, and the notary block, which may be in blue ink
- xix) If all of the above conditions are not met, the easement may be rejected and/or the Grantor is subject to a \$25 non-compliance fee. This fee is a non-refundable fee charged to the District by the Recorder's office for non-compliant documents.
- 14) <u>Bill of Sale.</u> The 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.
- 15) <u>Liens.</u> Upon completion of the Project, the 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.
- 16) 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 a pipeline or valve, 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. A one-year maintenance bond for ten percent of the construction cost of the Project shall be provided in accordance with District requirements. The effective date of the bond shall be the date of acceptance of the Project by the District.
- 17) <u>District Ownership</u>. 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 at its sole cost and expense 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.

18) No Water Commitment.

- a) With the exception of parent final maps that are created to sell to developers for future subdivision, 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) Nothing in this Agreement commits or reserves water capacity in the pipeline being constructed or in the District's water system.
- 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.

19) Temporary Service.

- a) Upon execution of the Iron Mountain 3205 Zone North Pipeline Agreement by the District's Board, water plans for service up to a maximum total of twenty-five (25) residential unit services or 5/8-inch equivalent services, and five (5) 5/8-inch equivalent irrigation services within the 3205 Pressure Zone may be approved by the District prior to completion of the construction of the 3205 Zone North Pipeline provided that:
 - i) The District's minimum pressure requirements are met within the Pressure Zones;
 - ii) There remains sufficient capacity in the 3205 Pressure Zone.
- b) If any water services are included in a set of water plans for development within the Property depicted on Exhibit I, any required pipeline or water facility up to the point of connection for the facilities depicted in that set of water plans must be operational before that set of water plans is approved.

20) Project Sizing.

- a) The Projects are sized to ultimately provide water service to development other than that described herein.
- b) Any other developments shall not receive a water commitment from the District by virtue of the construction of the Project.
- c) The District may reserve capacity in the Project for development other than described herein.

21) Water Conservation Requirements.

- a) The Developer shall require that any development of the Property comply with all water conservation and non-essential water use restrictions as found in the District's Service Rules in effect at the time of construction, including but not limited to:
 - i) Require the use of smart irrigation controllers bearing the U.S. 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 labelled 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:
 - (1). Storing historical crop Evapotranspiration (ETc) data characteristics of the site and modifying these data with an onsite sensor;
 - (2). Using onsite weather sensors as a basis for calculating real time ETc;

- (3). Using a central weather station as a basis for ETc calculations and transmitting the data to individual controllers from remote sites; or
- (4). Using onsite weather sensors.
- ii) Prohibit the installation of manmade lakes and manmade decorative water features, as defined in the District's Service Rules that are in effect at the time of construction.
- iii) Prohibit the installation of any non-functional turf as defined in the District's Service Rules that are in effect at the time of construction.
- iv) Prohibit the installation of turf in new development on properties, with the exception of schools, parks and cemeteries. The installation of turf at schools, parks and cemeteries must meet requirements enumerated in the District's Service Rules that are in effect at the time of construction.
- v) Prohibit the installation of spray irrigation on any new development, with the exception of spray irrigation installed at new schools, parks and cemeteries that are installed in accordance with the District's Service Rules that are in effect at the time of construction.
- vi) For single family residential development, prohibit the installation of any pool, spa, and/or water feature with a combined surface area that exceeds 600 square feet. The restrictions described in this paragraph do not apply to Ornamental Water Features.
- vii) Prohibit the installation of ornamental water features, except as permitted in accordance with the District's Service Rules that are in effect at the time of installation.
- viii) Prohibit the construction of any recreational water parks, except as permitted in accordance with the District's Service Rules that are in effect at the time of installation.
- ix) Prohibit the construction of any golf courses.
- x) Prohibit the construction of development equipped with evaporative cooling.
- xi) Prohibit the construction of development that discharges was into either septic tanks or evaporative ponds.
- b) Developer shall require the water conservation and non-essential water use restrictions be binding upon all successors and assigns in perpetuity. The Developer and all successors and assigns shall comply with the District's Service Rules' water conservation and non-essential water use restrictions that are effective at the time of the commencement of the proposed development of any portion of the Property.
- c) Developer shall further require that these water conservation and non-essential water use restrictions 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.
- d) The District's Service Rules can be found on the District's website at:

 https://www.lvvwd.com/customer-service/water-service/service-rules.html

22) Insurance.

- a) Throughout the design of the Project, the Developer shall require that its engineer:
 - i) Carry general liability insurance with limits of no less than \$2,000,000 per occurrence, and a \$3,000,000 aggregate covering personal injury and property damage claims;
 - ii) Carry Worker's Compensation coverage as required by Nevada Statute with Employer's Liability limits of no less than \$500,000;
 - iii) Carry Professional Liability Insurance with limits of no less than \$1,000,000 per claim;
 - iv) Carry 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;
- Name the District and Developer as an additional insured under all insurance policies;
- vi) Waive its right of subrogation for any loss related to against the District and the Developer; and
- vii) Furnish to the District and the Developer a Certificate of Insurance evidencing such insurance within 15 days after execution of this Agreement.
- b) Throughout the Developer's construction of the District Project, the Developer shall require that its contractor:
 - i) Carry general liability insurance with limits of no less than \$2,000,000 per occurrence, and a \$3,000,000 aggregate covering personal injury and property damage claims;
 - ii) Carry Worker's Compensation coverage as required by Nevada Statute with Employer's Liability limits of no less than \$500,000;
 - iii) Carry 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 \$1,000,000 per occurrence and \$1,000,000 annual aggregate;
 - iv) Name the District and the Developer as additional insured under all insurance policies;
 and
 - v) Waive its right of subrogation for any loss related to the construction of the Project against the District and the Developer.

All insurance required under this article 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.

All insurance required under this article 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.

23) 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 construction of the District Project.
- 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.

24) 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 or the willful misconduct of any 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 the 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.

- The Developer shall include in its separate contract 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 or the willful misconduct of any 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 or willful misconduct of any 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).
- 25) <u>Arbitration.</u> The Developer agrees to participate in and shall include a provision in the agreement between the Developer and the Developer's engineer whereby the Developer's engineer agrees to participate in any binding arbitration required by the District's construction contract to the extent that it is alleged that the Developer's engineer's design does not meet the professional standard of care. The professional standard of care is defined as that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the professional services are provided.

26) Termination.

- a) This Agreement shall automatically terminate if:
 - i) The design of the Project is not commenced within twelve (12) months from the Effective Date or is not completed within twenty-four (24) months from the Effective Date.
 - ii) The construction of the Project is not started within one (1) year from the date of District approval of construction drawings; or
 - iii) If active construction work is discontinued for a period of one (1) year.
- b) The District may terminate the Agreement, at its sole option, if the design or construction is commenced with said one-year period but is not diligently prosecuted to completion in a manner acceptable to the District. 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.
- c) This Agreement shall automatically terminate if construction of the Project is not started within one (1) year from the date of District approval of construction drawings; or if active construction work is discontinued for a period of one year; or if such construction is commenced within said one-year period but is not diligently prosecuted to completion in a manner acceptable to the District. Termination under this paragraph shall occur upon the District's written notice that the Developer has not followed the conditions of this Agreement.
- d) 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.
- e) If this Agreement terminates in accordance with the provisions of this Agreement, and the Project is providing water service to any District customers, then the Developer shall, within

- five (5) business days, transfer all right, title and interest of all or any portion of the Project, as determined solely and exclusively by the District, to the District for the District to use, modify, or to dispose of as the District deems appropriate.
- 27) <u>Effective Date.</u> The effective date of this Agreement is the date that the Agreement is executed by the District's General Manager or its designee ("Effective Date").
- 28) 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 thirty (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 coordinate a response to the request and strive to prevent the disclosure of information considered confidential 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. The Developer's and Developer's engineer and/or contractor's use of Facility Information is governed in this Agreement's Data Privacy and Security section.

29) 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 or the Developer or its designer or its contractor as applicable.
- 30) 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.
- 31) <u>Assignment.</u> The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the District, except that the Developer may assign its interest in this Agreement to an affiliate of Developer without the District's consent. Should the Developer assign any interest in this Agreement to an affiliate of the Developer, the Developer shall give the District written notice of such assignment within seven calendar days of the assignment. If the Developer assigns or transfers without prior written consent when required, the assignment or transfer shall be void, and not merely voidable.
- 32) 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.
- 33) <u>Non-Discriminatory Employee Practices and Equal Employment Opportunity</u>. 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.
- 34) No Joint Venture. Nothing herein shall be construed to imply a joint venture, an employer and employee relationship, or principal and agent relationship.
- 35) <u>Applicable Law</u>. Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.
- 36) <u>Disclosure of No Employee/Official Relationship and No Employee/Official Ownership/Involvement.</u>
 The Developer affirms that:
 - a) No individuals holding more than five (5) percent ownership or financial interest in the Developer and none of the Developer's principals have a relationship with any employee or official of the DISTRICT by first or second blood relatives or by marriage. First or second blood

- relative or marriage relationships include spouse, registered domestic partners, children, parents, in-laws (first degree), brothers/sisters, half-brothers/half-sisters, grandchildren, and grandparents (second degree).
- b) No employee or official of the DISTRICT has any ownership or financial interest in the Developer exceeding five percent.
- c) No employee or official of the DISTRICT has any involvement with the negotiation of this Agreement on behalf of the Developer or involvement in the day-to-day activities of the Developer.
- 37) <u>Interpretation.</u> 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.
- 38) <u>Venue.</u> The Parties agree that the venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.
- 39) Fund out. This Agreement shall terminate and the District's obligations under it shall be extinguished at the end of any of the District's fiscal years (June 30) in which the District's governing body fails to appropriate monies for the ensuing fiscal year sufficient for payment of all amounts which will then become due for the construction of the Project. Any property or easements transferred to the District pursuant to this Agreement will be returned or re-conveyed to the Developer following termination under this paragraph.
- 40) 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.
- 41) 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.
- 42) <u>Waiver.</u> 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.
- 43) <u>Authority to Execute.</u> 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.
- 44) <u>Captions</u>. The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.
- 45) <u>Counterparts.</u> 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.
- 46) <u>Integration.</u> 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.
- 47) <u>Notices</u>. 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: Richmond American Homes of Nevada, Inc.

Attention: Angela Pinely

770 East Warm Springs Road, Suite 240

Las Vegas, Nevada 89119 angela.pinley@mdch.com

Regional Facilities Developer Las Vegas Valley Water District Apttus Agreement No. 012685.0 To District: Las Vegas Valley Water District

Attention: Janelle Boelter

1001 South Valley View Boulevard, MS 610

Las Vegas, NV 89153 janelle.boelter@lvvwd.com

With copy to: Las Vegas Valley Water District

Attention: General Counsel

1001 South Valley View Boulevard, MS 480

Las Vegas Valley Water District

Las Vegas, Nevada 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.

- 48) <u>Amendment</u>. 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.
- 49) <u>Electronic Signatures</u>. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

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

,	
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Richmond American Homes of Nevada, Inc.

EXHIBIT I

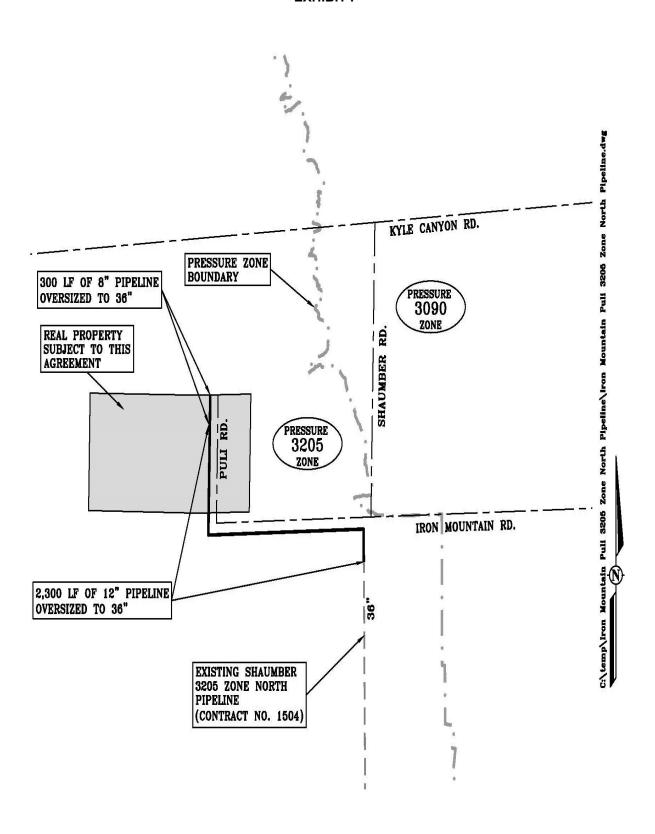


EXHIBIT II

3205 PRESSURE ZONE						
TYPE OF LAND USE	UNITS	MAXIMUM DAY DEMAND (G.P.M.)				
Single-Family Residential	22	130	111			
TOTAL	22	130	111			
MAXIMUM FIRE FLOW REQUIREMENT IS 1,500 GPM @ 20 PSI						

EXHIBIT III

PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE

Due to the sensitive nature of information contained within the Project Management Information System (PMIS), the Las Vegas Valley Water District and Southern Nevada Water Authority ("Organization") require that all users (whether contractor, design professional, Organization employee, or other user) agree to the PMIS terms of use. By checking the "Accept" box, User agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").

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

- Organization or its suppliers with respect to these Terms of Use or the PMIS Services, then User's sole and exclusive remedy is to discontinue using these PMIS Services.
- 6) The Organization reserves the right to change the Terms of Use and will provide notice of any change to User. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. The Organization may change, suspend, or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. The Organization may assign these Terms of Use, in whole or in part, at any time with or without notice to User. User may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.
- 7) These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. User agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada for any and all disputes, claims and actions arising from or in connection with the PMIS Services and/or these Terms of Use.
- 8) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.
- 9) Except as expressly stated herein, these Terms of Use constitute the entire agreement between the Organization and User with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between the Organization and User with respect to the PMIS Services.
- 10) The PMIS Services are subject to the intellectual property rights of the Organization and to the Nevada Public Records Law.

EXHIBIT IV

SYSTEM ACCESS SECURITY CHECKLIST

Contractor is required to complete the following checklist verifying the following minimum-security standards are met for use of Owner provided applications.

		INFORMATION SECURITY CO	NCERN	YES	NO
1)	All	computing devices used to connect with C	Owner's systems are:		
	a)	Kept current with operating system patc	hes		
	b)	Kept current with software patches			
	c)	Kept current with antivirus updates			
	d)	Enabled with a host-based firewall			
	e)	Accessing Owner's systems only from w	vithin US boundaries		
2)	Cor	tractor maintains policies within their org	anization that cover:	l	
	a)	Acceptable Use of Technology Resourc	es		
	b)	Incident Response			
	c)	Breach Notification			
	d)	Account & Password Management			
	e)	Session Management			
	f)	User Cybersecurity Awareness Training			
3)	Cor	tractor will notify Owner, within 24 hours,	confirmation of:	1	
	a)	Termination of any authorized user			
	b)	Loss of any device used to access Own	er's system(s)		
	c)	Breach of any Contractor system(s)			
	d)	Breach of any vendor 3rd-Party service((s)/system(s)		
	e)	Compromise of any Contractor account	(s)		
Con Plea	tact f	stions regarding this checklist should be d for all other engagements. efer to the following page for additional inf ER/CONTRACTOR INFORMATION:	_	-	
Da			Signature of Authorized I		
Le	gal N	ame of Company	Name and Title of Author	rized Repres	entative

1)

- a) The operating systems (e.g. Windows/MacOS) must be updated within 90 days of the last version issued by the operating system manufacturer.
- Installed software must be updated within 90 days of the last version issued by the software manufacturer.
- c) Antivirus/Antimalware software must be installed and maintained with antivirus updates installed daily.
- d) The PC or laptop must have a firewall installed, enabled, and configured to block unauthorized network traffic.
- e) Access to Owner's system(s) from outside of United States boundaries must be authorized in advance and in writing.

2)

- a) A policy for Acceptable Use of Technology Resources would include, but not be limited to proper use of communication channels, internet use, restrictions against fraud and/or malicious activity, restrictions against circumventing security, data loss prevention, and authorized remote access.
- b) An Incident Response Plan outlines the process of how a compromised system in Contractor's environment is addressed. It should follow a nationally recognized standard such as NIST.
- c) A Breach Notification Plan outlines how, and how soon, Contractor will notify Owner when any system in Contractor's environment (or control) is compromised (regardless of data loss).
- d) A policy for Account and Password Management outlines how Contractor manages user accounts within Owner's organization, from creation to deletion, along with password complexity rules and password reuse guidelines.
- e) A Session Management policy outlines how long a computer, desktop application, or web application can remain idle before logging out a user. It also outlines requirements for screen locking when a device is unattended.
- f) User Cybersecurity Awareness Training is an education program for staff within Contractor's organization. The program would address safe internet activity, safe email practices, how to respond to malware and other cyber security matters that affect Contractor's organization.

3)

- a) Contractor is required to notify Owner within one (1) business day regarding termination of any authorized user of Owner's system(s).
- b) Contractor is required to notify Owner within one (1) business day regarding loss of any device used to access Owner's system(s).
- c) Contractor is required to notify Owner within one (1) business day regarding verified breach of any systems in Contractor's environment or under Contractor's control.
- d) Contractor is required to notify Owner within one (1) business day regarding verified breach of any 3rd-Party service(s)/system(s) of Contractor's environment or under Contractor's control.
- e) Contractor is required to notify Owner within one (1) business day regarding compromise of any authorized user of Owner's system(s).

EXHIBIT V

REIMBURSEMENT TO DEVELOPER					
Reimbursement per linear foot:					
Oversizing from 8-inch to 36-inch	\$596/LF				
Oversizing from 12-inch to 36-inch \$505/LF					
Reimbursement per linear foot of oversized pipeline:					
Fiber Optic Conduit \$37/LF					

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

Subject: Agreement		
Petitioner:		

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between the Nevada Department of Transportation and the District for the modification of water facilities as part of the NDOT I-15 Tropicana Design-Build Project and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On November 15, 2022, the Board of Directors approved an interlocal agreement (Agreement) between the Nevada Department of Transportation (NDOT) and the District for the NDOT I-15 Tropicana Design-Build Project (Project), also known as NDOT Project EA74398. NDOT subsequently executed a change order extending the original scope of the Agreement to include widening Tropicana Avenue eastbound and westbound, which includes abandoning and relocating two fire hydrants and appurtenances, and completely abandoning a third fire hydrant.

If approved, the attached Agreement for the Adjustment of Utility Facilities will allow NDOT to modify the water facilities at NDOT's sole expense, subject to the terms and conditions agreed upon by NDOT and the District. The modified water facilities will remain 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.

JJE:DJR:JLB:ND:JG:jlc
Attachments: Agreement, Exhibits

Project: SPSR-05	593-(004)
E.A.: 74398	
Hwy. Agr. #:	
CEDA:	

AGREEMENT FOR THE ADJUSTMENT OF UTILITY FACILITIES

THIS AGREEMENT, made and entered into this	s day of	, 20, by and
between the STATE OF NEVADA acting by and thro	ough its DEPARTMENT OF	TRANSPORTATION, hereinafter
referred to as "STATE", and LAS VEGAS VALLE'	Y WATER DISTRICT, a pol	itical subdivision of the State of
Nevada, whose mailing address is 1001 S. Valley	View Boulevard, Las Vegas	, NV 89107, hereinafter referred
to as "DISTRICT". Each referred to individually as	the "Party" and collectively a	is the "Parties."

WITNESSETH

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statute (NRS) 277.180; and

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

WHEREAS, STATE is engaged in the development and construction to widen Tropicana Ave Eastbound and Westbound from 3 lanes to 4 lanes including turn pockets on the North side only known as NDOT Project EA 74398 and STATE Project SPSR-0593-(004) ("Project") which includes the following work: Relocating two fire hydrants and two water meters, installing approximately 330 lineal feet of 10-inch water line in Procyon, removing one fire hydrant and one water meter, extending 1" copper line and relocating an existing water meter, (known as "Water Facilities"); and

WHEREAS, in the course of construction of Project, certain adjustments will have to be made to the Water Facilities owned by DISTRICT located along Tropicana Ave from left of Highway Engineer's Station 13+50.13 to Procyon St., left of Highway Engineer's Station 11+29.41 46.95'L, and Tropicana Ave., from left of highway station 14+20 to Procyon St. left of highway Engineer's Station 12+69.88 46.95'L. Relocations and/or adjustment will be performed by STATE's contractor in accordance with DISTRICT's plans and specifications as provided to the STATE for approval and attached hereto as EXHIBIT "A", and made a part hereof; and,

WHEREAS, STATE has selected Kiewit Infrastructure West Co. ("STATE's contractor") to perform the required work for Project in accordance with state law and shall incorporate DISTRICT's plans attached hereto as EXHIBIT "A" into STATE's Project plans for STATE's contractor to perform the necessary relocation/adjustment to DISTRICT's facilities; and

WHEREAS, pursuant to Section 408.205 of the Nevada Revised Statutes (NRS), the Director of STATE may contract for such services to facilitate construction of its roadway projects; and

WHEREAS, STATE and DISTRICT desire to coordinate construction of the improvements in a cost-effective manner; and

WHEREAS, DISTRICT has established its compensable interests in and to certain water facilities needing adjustment as set forth in the document attached hereto as EXHIBIT "B" and made a part hereof.

NOW, THEREFORE, STATE and DISTRICT hereby agree as follows:

1. (A) DISTRICT's signature on this Agreement hereby authorizes STATE's contractor to

Rev. 01/25 Page 1 of 6

proceed with the necessary relocation and/or adjustment of DISTRICT's facilities per approved plans and specifications provided by DISTRICT. STATE shall cause its contractor to perform said work in a good workman like manner and consistent with the DISTRICT's approved plans and specifications to the reasonable satisfaction of DISTRICT. Said work further, will be performed in accordance with the provisions of Tile 23 Part 645, Subpart A, of the Code of Federal Regulations (CFR), hereinafter referred to as 23 CFR Part 645, Subpart A, such federal regulations being incorporated by reference, the UDACS, and the DISTRICT's Service Rules, and Nevada law.

- (B) DISTRICT will be responsible to perform field inspection of work performed by the STATE's contractor for compliance with DISTRICT's standards. STATE shall require STATE's contractor to schedule inspections with DISTRICT forty-eight hours prior to commencing work on any of the Water Facilities. State acknowledges that STATE's contractor shall be responsible for any and all costs associated with uncovering and reperforming any work performed by STATE's contractor, where STATE's contractor has failed to notify DISTRICT of the impending performance of work requiring a DISTRICT inspection. STATE shall not close out its contract with STATE's contractor or otherwise relieve STATE's contractor of any obligations under STATE's contract with STATE's contractor until DISTRICT provides acknowledgement of acceptance in writing. DISTRICT shall provide written acceptance of WATER FACILITIES to STATE and STATE's contractor within 30 days of completion of installation.
- (C) DISTRICT is responsible for acceptance of STATE contractor's relocation and adjustment of DISTRICT's facilities. DISTRICT must inspect and accept such work. STATE shall obtain DISTRICT's written approval of all change orders or extra work, if any, after the execution of this Agreement. All work installed by STATE's contractor under this Agreement shall become property owned, maintained, and controlled by DISTRICT after DISTRICT's acceptance.
- (D) In the event DISTRICT discovers what its inspector believes to be a discrepant condition with regard to the relocation and/or adjustment of its facilities, DISTRICT shall contact the STATE's Resident Engineer or Project Manager within 24 hours of the DISTRICT's knowledge of such discrepancy and provide him/her with oral notice of the discrepancy, followed by written notice as soon thereafter as reasonably practicable. Unless an imminent threat to the public's health and/or safety is present, DISTRICT shall not contact the contractor in effort to stop contractor's work.
- (E) STATE does not warrant any of the work performed by its contractor in relocating and/or adjusting DISTRICT's facilities. Through incorporation herein of the DISTRICT's plans and specifications, STATE shall cause its contractor to enter into a warranty agreement with the DISTRICT for its work to be performed consistent with the DISTRICT's specifications.
- (F) Under the STATE's contract with its contractor, the contractor is required to adhere to the STATE's Standard Specifications for Road and Bridge Construction (2014 edition). As such, within the contract period, should any damage occur to DISTRICT's facilities within the scope of the Project, STATE's contractor will be responsible to remedy the defect(s) to DISTRICT's reasonable satisfaction. STATE shall not close out its contract with STATE's contractor or otherwise relieve STATE's contractor of any obligations under STATE's contract with STATE's contractor until DISTRICT confirms that any damage to DISTRICT's facilities has been remedied to the DISTRICT's reasonable satisfaction. DISTRICT shall have 30 days from the completion of the remedies, if any, to provide confirmation to STATE.
- (G) STATE's contractor is responsible for repairing or replacing any defective work during the Project's construction period. If STATE's contractor fails and refuses to honor its contract obligations, DISTRICT may, at its option, remedy the defect in materials or workmanship that develops during the particular construction period. The option and obligation to repair extends to any damage to facilities or work caused by the particular defect and repair of the defect. Should DISTRICT be required to remedy a defect, STATE shall reimburse DISTRICT any resulting amounts it incurred.
- 2. (A) Subject to Paragraph 2(B) in accordance with 23 CFR § 635.410, permanently incorporated steel and/or iron materials on Federal-Aid projects shall be produced in the United States. Minimal

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use of foreign steel will be permitted provided the cost of said materials does not exceed one tenth (1/10) of one percent (1%) of this total contract cost or TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00), whichever is greater.

For the purpose of identifying materials subject to Buy America compliance, DISTRICT agrees to provide an itemized cost estimate in accordance with Nevada Administrative Code (NAC) 408.337 with steel and iron product(s) identified separately.

- (B) The requirements of Paragraph 2(A) shall not apply to a project in the event (1) a product or material exempted from compliance with 23 CFR § 635.410; or (2) a nationwide, regional, or project-specific waver is obtained from the Federal Highway Administration for a particular product, material, or project.
- 3. DISTRICT shall inspect the Water Facilities within the District's service area, as may be required or desired as part of the Project. That work shall be subject to inspection and approval by an authorized representative of the DISTRICT in a timely manner for all DISTRICT-approved Water Facilities. DISTRICT's inspector shall ensure the requirements and intention of the plans and specifications are met; notwithstanding the foregoing, any inspection performed by DISTRICT shall not relieve STATE's contractor of its responsibility for constructing the Water Facilities in accordance with the District-approved plans.

4. [INTENTIONALLY DELETED]

5. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach. Actual damages for any DISTRICT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

- 6. The total estimated cost for performing the design and preliminary engineering costs is ONE MILLION, NINE HUNDRED FIFTY-ONE THOUSAND, SEVEN HUNDRED SEVENTY-TWO AND 28/100 DOLLARS (\$1,951,772.28), of which ONE MILLION, NINE HUNDRED FIFTY-ONE THOUSAND, SEVEN HUNDRED SEVENTY-TWO AND 28/100 DOLLARS (\$1,951,772.28) is eligible for reimbursement. The aforementioned cost including any additional sums required through change orders shall be borne by STATE at no cost to DISTRICT. Details of the estimated costs are set forth in EXHIBIT "C" attached hereto and made a part hereof. Actual costs might exceed this estimated amount.
 - 7. [INTENTIONALLY DELETED]
 - 8. [INTENTIONALLY DELETED]
 - 9. [INTENTIONALLY DELETED]

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- 10. STATE shall record an Easement for one Hydrant located at HES PR12+69.88 Left 46.95 reflecting DISTRICT's rights with the appropriate description contained therein as attached EXHIBIT "E". STATE shall also provide DISTRICT with a Non-Revocable Permit for two new Hydrant adjustments substantially in the form attached to this Agreement as said EXHIBIT "D".
 - 11. [INTENTIONALLY DELETED]
 - 12. [INTENTIONALLY DELETED]
- 13. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR STATE: STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION William Grennan, Assistant Chief R/W Agent

1263 S. Stewart Street Carson City, Nevada 89712 Phone: 775-888-7384

Fax: 775-888-7246

E-mail: wgrennan@dot.nv.gov

FOR DISTRICT: Nass Diallo, Engineering Division Manager

LAS VEGAS VALLEY WATER DISTRICT

1001 S. Valley View Boulevard Las Vegas, Nevada 89107 Phone Office: 702-259-8173 Phone Cell: 702-673-2985 E-mail: nass.diallo@lvvwd.com

With copy to: Las Vegas Valley Water District

Attention: General Counsel 1001 S. Valley View Boulevard Las Vegas, Nevada 89107 generalcounsel@lvvwd.com

- 14. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.
- 15. 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.
- 16. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 17. 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.

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- 18. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.
- 19. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved as to the legality and form by the Attorney General.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their officials, thereunto duly authorized, on the date first above written.

LAS VEGAS VALLEY WATER DISTRICT:	REVIEWED AND RECOMMENDED BY:				
By:	Martin Strganac, District Engineer				
APPROVED AS TO FORM: for Gregory J. Walch, General Counsel					
STATE OF COUNTY OF					
	re me on				
by as	of				
	(Notary)				
	REVIEWED AND RECOMMENDED BY				
	Craig Reynoldson, Chief Right-of-Way Agent				
	APPROVED AS TO LEGALITY AND FORM:				
	Shane Chesney, Deputy Attorney General				
	STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION				
	Tracy Larkin Thomason P.E., Director				
STATE OF NEVADA CARSON CITY					
to me to be the Director of the subscribed to the above instrument for the Nevada De Revised Statutes, Chapter 408.205; that he affirms the	, personally appeared before me, the undersigned, a Notary personally known (or proved) e Department of Transportation of the State of Nevada who epartment of Transportation under authorization of Nevada nat the seal affixed to said instrument is the seal of said ne Nevada Department of Transportation freely and voluntarily				
S E A L	IN WITNESS WHEROF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.				

A24-214

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Exhibit A - Plans

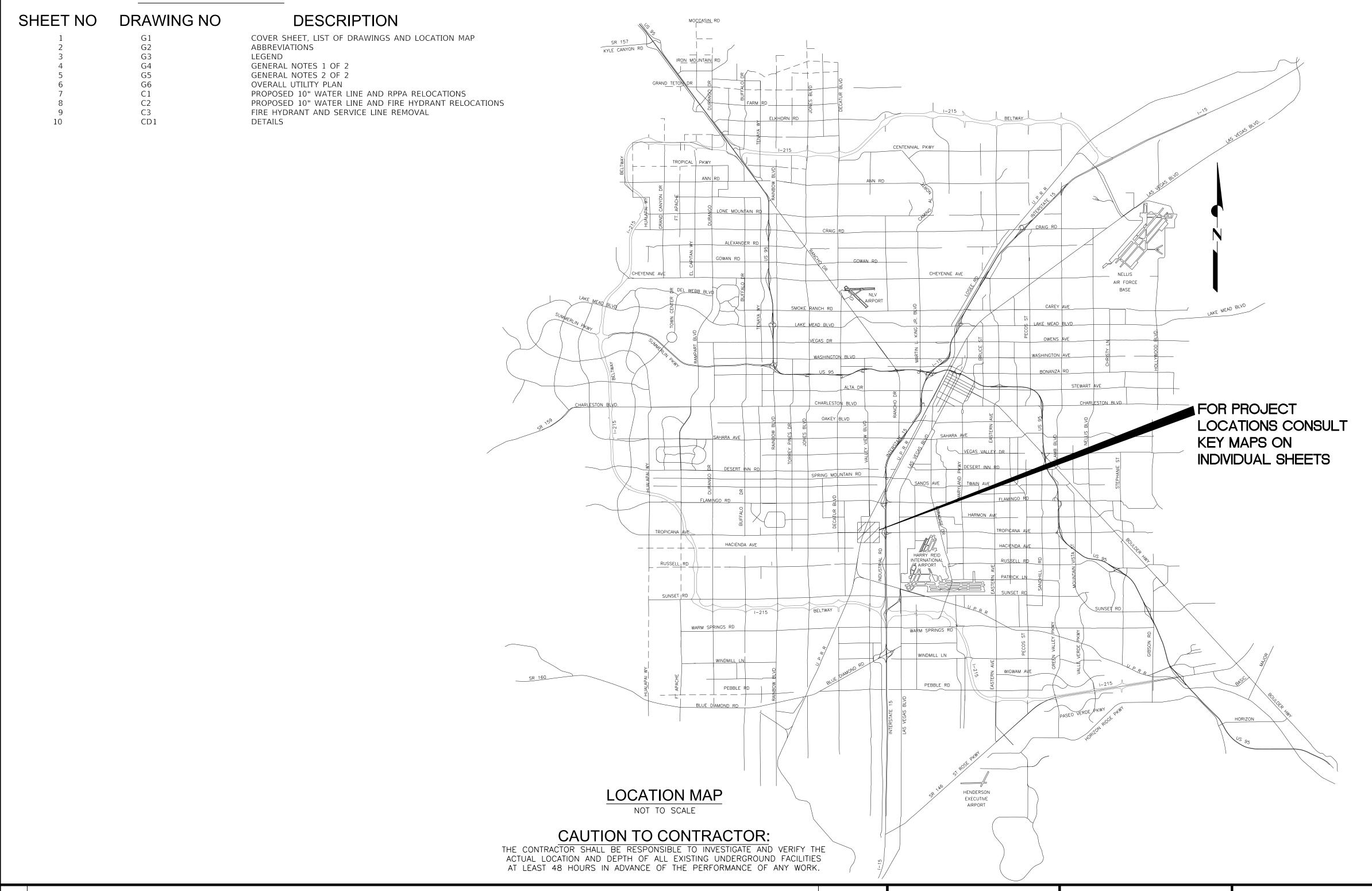
PROJECT NO. NO. NHP-015-1(161) G1 CLARK

NDOT I-15/TROPICANA DESIGN PACKAGE DD28.7

FIRE HYDRANT RELOCATIONS (X) & WATER METER RELOCATION/ABANDONMENT (Y)

LIST OF DRAWINGS

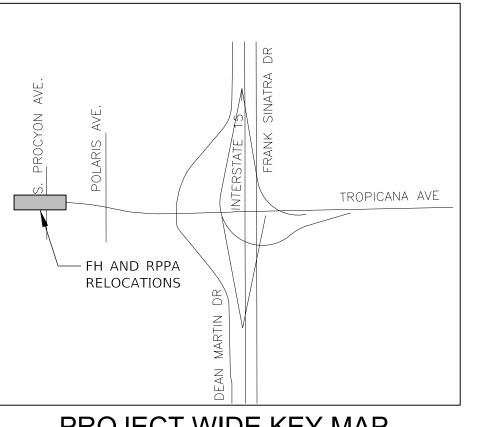
RELEASED FOR CONSTRUCTION



DESCRIPTION

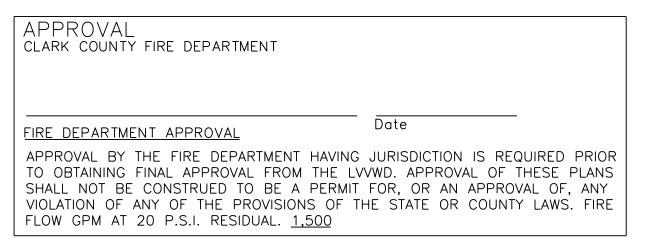
10/30/23

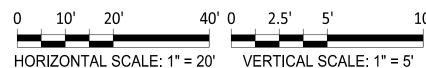
DATE



PROJECT WIDE KEY MAP

APPROVED FOR CONSTRUCTION Las Vegas Valley Water District Planning and Engineering Services. First Approved Date _ LVVWD Approved Fire Flow 1500 GPM at 20 PSI Residual SHEETS G1, G4, G6, C1, C2, C3 & CD1











ALWAYS THINK SAFETY

DRAWN BY

CHECKED BY

REVIEWED BY

1-702-455-7544

STATE OF NEVADA **DEPARTMENT OF TRANSPORTATION** I-15/TROPICANA

DESIGN PACKAGE DD28.7 FIRE HYDRANT AND WATER METER RELOCATIONS

COVER SHEET, LIST OF DRAWINGS & LOCATION MAP DESIGNED BY





– A -	_		C - (CONT.)		- E - (CONT.)	- L		— F	D _	_ (S - (CONT.)		PROJECT NO.	COUNTY
	AIR CONDITIONING	- C CLO	CLEANOUT	EXIST	EXISTING	L AD	LADDER	- r	POLE/PRESSURE/PIPE/POWER	SHLDR	SHOULDER		NHP-015-1(16	1) CLARK
AB	ANCHOR BOLT	CLP CLR	CLAMP CLEAR	EXP JT EXT	EXPANSION JOINT	LB OR #	POUND	P/L / P	PROPERTY LINE	SHT	SHEET		<u> </u>	l
	ABANDON AGGREGATE BASE COURSE	CLR CLSM	CLEAR Controlled low strength material	∟∧ I	EXTENSION - F -	LDR LEN OR L	LEADER LENGTH OF CURVATURE	PAT PAVMT	PATENT PAVEMENT	SID SIG	SPECIAL IMPROVEMENT DISTRICT SIGNAL		- U - (CONT.)	
ABS		CLV	CITY OF LAS VEGAS	F/F	FACE TO FACE	LF	LINEAR FOOT	PB	PULL BOX	SIM	SIMIL AR	USGS	UNITED STATES GEODETIC SURVEY	
	ABUTMENT ABOVE	CM CMP	CENTIMETER CORRUGATED METAL PIPE	FABR FC	FABRICATION/FABRICATED FACE OF CURB	LG LN	LONG LANE	PC PCC	PRESSURE CLASS PORTLAND CEMENT CONCRETE	SL SLV	SLOPE SLEEVE	UTIL	UTILITIES	
AC	ASPHALTIC CONCRETE	CMU	CONCRETE MASONRY UNIT	FD FD	FLOOR DRAIN	LT	LEFT/LIGHT	PCCP	PRESTRESSED CONCRETE CYLINDER PIPE	SNWA	SOUTHERN NEVADA WATER AUTHORITY	V	- V - Volt or valve	
		CNL V CO	CITY OF NORTH LAS VEGAS COUNTY/COMPANY/CONTRACT	FDN FEXT	FOUNDATION FIRE EXTINGUISHER	LVVWD LWR	LAS VEGAS VALLEY WATER DISTRICT LOWER	PDL PE	PUMP DISCHARGE LINE PLAIN END/POLYETHYLENE PIPE	SNWS SO	SOUTHERN NEVADA WATER SYSTEM STUBOUT	VAC VAR	VACUUM VARIES	
ACS	ACCESS	COH	CITY OF HENDERSON	FF	FIRE EXTINGUISHER FINISHED FLOOR	- N		PED	PEDESTAL	SPC	STATE PLANE COORDINATES	V AR VB	VARIES VALVE BOX	
	AMERICAN DISABILITY ACT AREA DRAIN	COL COMB	COLUMN COMBINATION	FG FH	FINISHED GRADE	M	METER	PERM PERP	PERMANENT PERPENDICULAR	SPEC(S) SQ	SPECIFICATION(S) SQUARE	VCP VEI	VITRIFIED CLAY PIPE	
ADDL	ADDITIONAL	COMM	COMMUNICATION	FH FIG	FIRE HYDRANT FIGURE	MATL MAX	MATERIAL MAXIMUM	PG	PRESSURE GAGE	SQ FT	SQUARE FOOT (FEET)	VEL VENT	VELOCITY VENTILATOR	
	ADDENDUM ADJUSTABLE	COMPL CON	COMPLETE CONCENTRIC	FL OR FL	FLOW LINE	MC MEAS	MORTAR COATED	PH PI	PHASE POINT OF INTERSECTION	SQ YD SR	SQUARE YARD SAMPLE RETURN	VERT	VERTICAL	
AGGR	AGGREGATE	CONC	CONCRETE	FLG FLR	FLANGE FLOOR	MEAS MECH	MEASUREMENT MECHANICAL	PHYD	POST HYDRANT	SRM	SINGLE RESIDENTIAL MAIN	VFD VG	VARIABLE FREQUENCY DRIVE VALLEY GUTTER	
	AHE AD AL UMINUM	CONN CONST	CONNECTION CONSTRUCTION	FMCT	FLOW METER COMPOUND TORRENT	MFR	MANUFACTURER	PKG PKWY	PACKAGE PARKWAY	SS SSTL	SANITARY SEWER STAINLESS STEEL	VHF	VERY HIGH FREQUENCY	
ALT	ALTERNATE	CONT	CONTINUE OR CONTINUOUS	FMH FN	FLEXIBLE METAL HOSE FENCE	MG MGD	MILLION GALLONS MILLION GALLONS PER DAY	PL	PLACE/PLATE/PARCEL LINE	ST	STREET	VIB VIN	VIBRATION VINYL	
		CONTR COORD	CONTRACTOR COORDINATE	FND	FOUND	MH	MANHOLE	PLS PLT	PROFESSIONAL LAND SURVEYOR PLATE (DRAWING)	STA STD	STATION STANDARD	VISC	VISCOSITY	
&	AND	COR CORP STOP	CORNER CORPORATION STOP	FOC	FIBER OPTIC FACE OF CURB	MIL MIN	MILLIMETER MINIMUM	PO	PUSH-ON	STIR	STIRRUP	VOL VPI	VOLUME VERTICAL POINT OF INTERSECTION	
	AMERICAN NATIONAL STANDARDS INSTITUTE	CORP STOP	COVER PLATE	FOW	FACE OF WALL	MISC	MISCELLANEOUS	POLY PP	POLYETHYLENE Power pole	STL STLT	STEEL STREET LIGHT	VS	VALVE SHEET	
ĄΡ	ACCESS PANEL	CPLG CPVC	COUPLING CHLORINATED POLYVINYL CHLORIDE PIPE	FPC FPM	FLEXIBLE PIPE COUPLING FEET PER MINUTE	MJ MKR	MECHANICAL JOINT MARKER	PPM	PARTS PER MILLION	SUPPL	SUPPLEMENT	VT	VENT	
	ASSESSOR PARCEL NUMBER APPROXIMATE	CPVC CT	CHLORINATED POLYVINYL CHLORIDE PIPE COURT	FPS FPT	FEET PER SECOND FEMALE PIPE THREAD	ML	MORTAR LINED	PR P/R	PAIR Patent reservation	SUR SV	SURVEY Solenoid valve		- W -	
PVD	APPROVED	CTV	CARLE TELEVISION	FREQ	FREQUENCY	MLC MLCP	MORTAR LINED & COATED MORTAR LINED & COATED PIPE	PRC	PRECAST REINFORCED CONCRETE	SW	SIDEWALK OR SOUTHWEST	W/ W	WITH WEST/WATER	
	ASPHALT ASSOCIATION	CTV CU	CABLE TELEVISION CUBIC/COPPER	FRP	FIRE RETARDANT POLYESTER RESIN/	MLTCP	MORTAR LINED TAPED & COATED PIPE	PRELIM PRIM	PRELIMINARY PRIMARY	SY SYM	SQUARE YARD SYMBOL	W W/O	WEST/WATER WITHOUT	
Y	ASSEMBLY	CUST	CUSTOMER	FSTNR	FIBERGLASS REINFORCED POLYMER FASTENER	MON MOV	MONUMENT Motor operated valve	PRIM PROP	PRIMARY PROPOSED	SYMM	SYMMETRICAL	WD	WIDTH	
	AMERICAN SOCIETY OF TESTING MATERIALS AUXILIARY	CV CW	CONTROL VALVE CLOCKWISE	FT, '	FOOT OR FEET	MPT	MALE PIPE THREAD	PRV	PRESSURE REGULATING VALVE	SYS	SYSTEM	WDN WF	WASTE DRAIN WIDE FLANGE	
	AIR VENT/AIR VALVE	CY	CUBIC YARD	FTG FUT	FOOTING FUTURE	MSD MSDS	MAIN SERVICE DISTRIBUTION MATERIAL SAFETY DATA SHEET	PS PSF	PRESSURE SWITCH/PUMP STATION POUNDS PER SQUARE FOOT		Т -	WH	WALL HYDRANT	
	AIR VACUUM AIR RELEASE VALVE AVENUE	CYL	CYLINDER - D -		- G -	MTD	MOUNTED	PSI pt	POUNDS PER SQUARE INCH	t T	THICKNESS OF WELD TELEPHONE/TANGENT	WI WL	WROUGHT IRON WASTE LINE	
		D OR△	DELTA ANGLE	G/B G	GRADE BREAK GAS	- N	_	PT PV	POINT/POINT OF TANGENCY PLUG VALVE	ı T&B	TOP & BOTTOM	WLD	WELDED	
4	AMERICAN WATER WORKS ASSOCIATION	D/W DCSWCS	DRIVEWAY Design and construction standards	GA	GAGE	Ν	NORTH	PVC	POLYVINYL CHLORIDE PIPE	T&G	TONGUE AND GROOVE	WM WP	WATER METER WORK POINT/WEATHER PROOF	
– B -			FOR WASTEWATER COLLECTION SYSTEMS	GAL(S) GALV	GALLON(S) GALVANIZED	N/A NaOCL	NOT APPLICABLE SODIUM HYPOCHLORITE	_ () –	TAN TBE	TANGENT THREAD BOTH ENDS	WS	WATER SURFACE	
	BELL & SPIGOT	DEC DEG,°	DECIMETER DEGREE	GENL	GENERAL	NAVD	NORTH AMERICAN VERTICAL DATUM	QCV	QUICK COUPLER VALVE	TBM	TEMPORARY BENCH MARK	WSP WSTP	WELDED STEEL PIPE Water Stop	
	BALANCE BOLT CIRCLE/BACK OF CURB	DEMO	DEMOLITION	GIS GND	GEOGRAPHIC INFORMATION SYSTEM GROUND	NAP NBS	NOT-A-PART National bureau of standards	QDC	QUICK DISCONNECT COUPLING	TC TD	TOP OF CURB TRENCH DRAIN	WT	WEIGHT	
	BOLT CIRCLE/BACK OF CURB BUTTERFLY CHECK VALVE	DEPT DET	DEPARTMENT DETAIL	GPD	GALLONS PER DAY	NC NB2	NATIONAL BOREAU OF STANDARDS NATIONAL COARSE	QS QTR	QUAD SHEET QUARTER	TDH	TOTAL DYNAMIC HEAD	WTR WV	WATER Water valve	
	BELL END	DEV	DEVELOPMENT	GPH GPM	GALLONS PER HOUR GALLONS PER MINUTE	NCS	NEVADA COORDINATE SYSTEM	QTY	QUANTITY	TEMP THK	TEMPORARY THICK(NESS)	w v wwF	WELDED WIRE FABRIC	
	BETWEEN BACKFLOW PREVENTER	DI DIA OR Ø	DROP INLET OR DUCTILE IRON DIAMETER	GPM GRD	GALLONS PER MINUTE GRADE	NDEP NDOT	NEVADA DIVISION OF ENVIRONMENTAL PROTECTION NEVADA DEPARTMENT OF TRANSPORTATION		₹ -	THR BLK	THRUST BLOCK	WWM	WELDED WIRE MESH	
	BUTTERFLY VALVE	DIAG	DIAGONAL	GRT GV	GRATE GATE VALVE	NE NF	NORTHEAST NORTH FACE	– F R	RADIUS	THRD TK	THREADED TANK	XARM	CROSS ARM	
	BOOK/BACK BLIND FLANGE	DIM DIP	DIMENSION DUCTILE IRON PIPE	υV	GATE VALVE - H -	nf nfPA	NORTH FACE NATIONAL FIRE PROTECTION ASSOCIATION	(R)	RADIAL	TMH	TOP OF MANHOLE	XARM	TRANSFORMER X -	
	BUILDING	DIR	DIRECTION	Н	HOUSE	NG NIC	NATURAL GROUND	R/W RCB	RIGHT-OF-WAY REINFORCED CONCRETE BOX	TOE	THREAD ONE END	XFR XSEC	TRANSFER CROSS SECTION	
	BLOCK Bureau of Land Management	DISCH DIST	DISCHARGE DISTANCE	H&V HARN	HEATING & VENTILATION HIGH ACCURACY FREQUENCY NETWORK	NIC NIP	NOT IN CONTRACT NOT IN PROJECT	RCP	REINFORCED CONCRETE PIPE	TOF TOG	TOP OF FOOTING TOGETHER	AULU		
	BOULEVARD	DISTR	DISTRIBUTION	HB	HOSE BIBB	NO. #	NUMBER	REC	ROAD RECESSED	TOGR	TOP OF GRATE	YD	– Y – YARD	
	BENCHMARK BLOW OFF ASSEMBLY	DIV	DIVISION DE AD LOAD	HD HDR	HE AD HE ADER	NOM NOSHA	NOMINAL NEVADA OCCUPATIONAL SAFETY AND	RECT	RECTANGULAR	TOP TOR	TOP OF PIPE TOP OF RIM	. –	YARD HYDRANT	
	BACK OF CURB	DMH	DROP MANHOLE	HERCP	HEADER HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE		HEALTH ADMINISTRATION	RED REF	REDUCER REFERENCE (DIMENSION)	TOS	TOP OF SLAB	YLD	YIELD	
	BOTTOM BACK OF WALK	DN DB	DOWN	HEX	HEXAGONAL	NPC NPS	NEVADA POWER COMPANY NOMINAL PIPE SIZE	REG	REGULATING (REGULATOR)	TOSTL TOSW	TOP OF STEEL TOP OF SIDEWALK			
	BACK PRESSURE VALVE	DR DRW	DRIVE DRY WELL	HMWPE	HIGH MOLECULAR WEIGHT POLYETHYLENE	NPT	NATIONAL TAPER PIPE THREAD	REINF REQD	REINFORCED (REBAR) REQUIRED	TOT	TOTAL			
	BEARING BACK SIGHT	DUPL	DUPLICATE	HORIZ HP	HORIZONTAL HORSEPOWER	NRS	NEVADA REVISED STATUTES/ NON-RISING STEM	RES	RESIDENTIAL OR RESERVOIR	TOW TP	TOP OF WALL TELEPHONE POLE/TOP OF PIPE			
	BUREAU OF SAFE DRINKING WATER	DWG	DRAWING - E -	HPI	HORIZONTAL POINT OF INTERSECTION	NFS	NATIONAL SANITATION FOUNDATION	RET REV	RETURN REVISION OR REVERSE	TR	TRAIL OR TRACK/TOP OF RIM			
	BURIED BALL VALVE	E	EAST OR EDGE	HPG HR	HIGH PRESSURE GAS HOUR	NTS NW	NOT TO SCALE NORTHWEST	RF	RAISED FACE	TRANS (TYP)	TRANSITION/TRANSMISSION TYPICAL			
	BOTH WAYS/BACK OF SIDEWALK	EA	EACH	НТ	HEIGHT	- C		RM RME	ROOM RESIDENTIAL MAIN EXTENSION	- (
- C ·		ECC	EPOXY COATED/END OF CURB ECCENTRIC	HV HWY	HOSE VALVE HIGHWAY	0/0	OUT TO OUT	RPM	REVOLUTIONS PER MINUTE	UDACS	UNIFORM DESIGN AND CONSTRUCTION ST	ANDARDS	,	
_	CENTER TO CENTER CONDUIT	EF	EACH FACE		- -	ОС	ON CENTER	RPS RPPA	REVOLUTIONS PER SECOND REDUCED PRESSURE PRINCIPLE ASSEMBLY	UF	FOR WATER DISTRIBUTION SYSTEMS, CLA UNDERGROUND ELECTRIC	min countt, NV		
	CURB & GUTTER	EL ELEC	EPOXY LINED ELECTRICAL	ID	INSIDE DIAMETER	OD OF	OUTSIDE DIAMETER OUTSIDE FACE	RR	RAILROAD	UE UFC	UNIFORM FIRE CODE			
	CALIBRATE CAPACITY	ELEV	ELEVATION	IN, '' INST	INCH INSTALL	OFC	OFFICE	RSGV RT	RESILIENT SEATED GATE VALVE RIGHT/RING TITE	UG UGC	UNDERGROUND UNDERGROUND CONDUIT			
	COMBINATION AIR VALVE	ELL ENG	ELBOW ENGINE/ENGINEERING	INSTR	INSTRUMENT	OH OHP	OVER HEAD OVER HEAD POWER	RV	RELIEF VALVE	UGP	UNDERGROUND POWER			
	CATCH BASIN CLARK COUNTY	ENGR EOP	ENGINEER FDGE OF PAVEMENT	INSUL INT	INSULATION INTERIOR	OHTEL OPER	OVER HEAD TELEPHONE OPERATOR	- S	S - SOUTH/SLOPE	UGT UL	UNDERGROUND TELEPHONE UNDERWRITERS LABORATORIES			
	CLARK COUNTY WATER RECLAIMATION DISTRIC		EDGE OF PAVEMENT EDGE OF SHOULDER	INV	INVERT	OPER OPNG	OPENING	SA	SAMPLE LINE	UNC	AMERICAN STANDARD UNIFIED COARSE TH		0	10' 20' 40' 0 2.5' 5'
	CEMENT CAST IRON	EQ EO SP	EQUAL OR EQUATION	IPS IRR	IRON PIPE SIZE IRRIGATION	OPP ORF	OPPOSITE ORIEICE	S/C SCCP	SAW CUT Steel cylinder concrete pipe	UNF UNIV	AMERICAN STANDARD UNIFIED FINE THREAUNIVERSAL	AD	-	
	CAST IRON PIPE/CAST IN PLACE	EQ SP EQUIP	EQUALLY SPACED EQUIPMENT	ITS	INTELLIGENT TRAFFIC SYSTEM	ORF ORIG	ORIFICE ORIGINAL	SCH	SCHEDULE	UNIV	UNLESS NOTED OTHERWISE		HORI	ZONTAL SCALE: 1" = 20' VERTICAL SCAL
		EQUIV	EQUIVALENT		- J -	OS&Y	OUTSIDE SCREW & YOKE	SD SDWK	STORM DRAIN SIDEWALK	UPC	UNIFORM PLUMBING CODE			all before you Dig AVOID HITTING OVERHEAD POWER LINES IT'S COSTI
	CIRCLE	ESMT	EASEMENT ESTIMATE	JT	JOINT	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION	SE	SOUTHEAST	UPRR USD	UNION PACIFIC RAILROAD UNIFORM STANDARD DRAWINGS FOR PUB	BLIC WORKS	8-	Avoid cutting underground utility lines. It's costly. Call POWER LINES. IT'S COSTLY CALL BEFORE YOU DO
Л	CIRCUMFERENCE COMPLETE JOINT PENETRATION	EST			- K -	OVFL	OVERFLOW	SEC SEG	SECTION/SECOND(ARY) SEGMENT		CONSTRUCTION, OFF—SITE IMPROVEMENTS AREA, NV	S, CLARK COUNT	AVOID HITTING UNDERGROUND TRAFFIC SIGNAL SYSTEMS AND STREET LIGHT SYSTEM	Call
C_L	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE	EST ETC	ETCETERA	I			OUNCE	~		USS			CONDUITS. IT'S COSTLY.	
CL	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km	KILOGRAM KILOMETER	ΟZ	OUNCE				UNIFORM STANDARD SPECIFICATIONS FOR	R PUBLIC WORKS	S Call	OVERHEAD
Л С _L	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC	ETCETERA EACH WAY	kg km		ΟZ	OUNCE				UNIFORM STANDARD SPECIFICATIONS FOR CONSTRUCTION, OFF-SITE IMPROVEMENTS AREA, NV	R PUBLIC WORKS S, CLARK COUNT	S Call before you	
M C _L	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km		ΟZ	OUNCE				UNIFORM STANDARD SPECIFICATIONS FOR CONSTRUCTION, OFF—SITE IMPROVEMENTS AREA, NV	R PUBLIC WORKS S, CLARK COUNT	S Call before you	1-702-227-2
1 C _L	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km		ΟZ	OUNCE				UNIFORM STANDARD SPECIFICATIONS FOR CONSTRUCTION, OFF—SITE IMPROVEMENTS AREA, NV	R PUBLIC WORKS S, CLARK COUNT	Call before you do UnderGround 1-702-455-7511 CLARK COUNTY TRAFFIC OPERATIONS	0R 1-800-227-2600 AND LARK COUNTY TRAFFIC OPERATIONS ALWAYS T
1 C _L	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km		OZ	OUNCE				UNIFORM STANDARD SPECIFICATIONS FOR CONSTRUCTION, OFF—SITE IMPROVEMENTS AREA, NV	R PUBLIC WORKS	Call before you do UnderGround 1-702-455-7511 CLARK COUNTY TRAFFIC OPERATIONS	1-800-227-2600
1 C _L	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km		ΟZ	OGNEL			<u> </u>	UNIFORM STANDARD SPECIFICATIONS FOR CONSTRUCTION, OFF—SITE IMPROVEMENTS AREA, NV	R PUBLIC WORKS	Call before you do UnderGround 1-702-455-7511 CLARK COUNTY TRAFFIC OPERATIONS AND 1-702-432-5300 FREEWAY AND ARTERAL SYSTEM OF TRANSPORTATION	1-702-227-2 1-800-227-2600 AND LARK COUNTY TRAFFIC OPERATIONS 1-702-455-7544 ALWAYS T SAFE STATE OF NEVADA
M C _L	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km		OZ	OUNCE				UNIFORM STANDARD SPECIFICATIONS FOR CONSTRUCTION, OFF—SITE IMPROVEMENTS AREA, NV		Call before you do UnderGround 1-702-455-7511 CLARK COUNTY TRAFFIC OPERATIONS AND 1-702-432-5300 FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION	1-702-227-2 1-800-227-2600 LARK COUNTY TRAFFIC OPERATIONS 1-702-455-7544 STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
JM R C _L	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km		OZ	OUNCE		A DINE GO		UNIFORM STANDARD SPECIFICATIONS FOR CONSTRUCTION, OFF—SITE IMPROVEMENTS AREA, NV		Call before you do UnderGround 1-702-455-7511 CLARK COUNTY TRAFFIC OPERATIONS AND 1-702-432-5300 FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION	1-702-227-2 1-800-227-2600 LARK COUNTY TRAFFIC OPERATIONS 1-702-455-7544 STATE OF NEVADA DEPARTMENT OF TRANSPORTATION I-15/TROPICANA
JM R C _L	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km		OZ			AND ROSA		UNIFORM STANDARD SPECIFICATIONS FOR CONSTRUCTION, OFF—SITE IMPROVEMENTS AREA, NV		Call before you do UnderGround 1-702-455-7511 CLARK COUNTY TRAFFIC OPERATIONS AND 1-702-432-5300 FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION	1-702-227-2 1-800-227-2600 LARK COUNTY TRAFFIC OPERATIONS 1-702-455-7544 STATE OF NEVADA DEPARTMENT OF TRANSPORTATION I-15/TROPICANA ESIGN PACKAGE DD28
M R C _L	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km		OZ			SARAH S.		UNIFORM STANDARD SPECIFICATIONS FOR CONSTRUCTION, OFF—SITE IMPROVEMENTS AREA, NV	TRO	Call before you do UnderGround 1-702-455-7511 CLARK COUNTY TRAFFIC OPERATIONS AND 1-702-432-5300 FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION PICANA DOT	T-702-227-2 1-800-227-2600 LARK COUNTY TRAFFIC OPERATIONS 1-702-455-7544 STATE OF NEVADA DEPARTMENT OF TRANSPORTATION I-15/TROPICANA ESIGN PACKAGE DD28 FIRE HYDRANT AND WATER
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IM R CL	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km		OZ			DAY EXP. 12-31-24 CIVIL		UNIFORM STANDARD SPECIFICATIONS FOR CONSTRUCTION, OFF-SITE IMPROVEMENTS AREA, NV	TRO	Call before you do UnderGround 1-702-455-7511 CLARK COUNTY TRAFFIC OPERATIONS AND 1-702-432-5300 FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION	T-702-227-2 1-800-227-2600 LARK COUNTY TRAFFIC OPERATIONS 1-702-455-7544 STATE OF NEVADA DEPARTMENT OF TRANSPORTATION I-15/TROPICANA ESIGN PACKAGE DD28 FIRE HYDRANT AND WATER
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A CL	CIRCUMFERENCE COMPLETE JOINT PENETRATION CENTERLINE CHLORINE	EST ETC EW	ETCETERA EACH WAY	kg km		OZ	10/30/23		DAY EXP. 12-31-24 CIVIL	RI	ELEASED-FOR-	TRO	Call before you do UnderGround 1-702-455-7511 CLARK COUNTY TRAFFIC OPERATIONS AND 1-702-432-5300 FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION PICANA NDOT EVADA THE PICANA NDOT	1-702-227-2 1-800-227-2600 LARK COUNTY TRAFFIC OPERATIONS 1-702-455-7544 STATE OF NEVADA DEPARTMENT OF TRANSPORTATION I-15/TROPICANA ESIGN PACKAGE DD28 FIRE HYDRANT AND WATER METER RELOCATIONS ABBREVIATIONS

PROJECT NO.	COUNTY	SHEET NO.
NHP-015-1(161)	CLARK	G3

LEGEND

	S	YMBOL		SYMBOL			
DESCRIPTION	PROPOSED	EXISTING	DESCRIPTION	PROPOSED	EXISTING		
10" WATER PIPELINE	10" PVC		ELECTRICAL BOX	E	☐ ELEC		
66" WATER PIPELINE	60" MLCPACCESS_MH		ELECTRICAL PANEL BOX		ELEC PANEL		
IN-LINE VALVE VAULT		۵	SURFACE MONITORING POINT		S-XX		
ACCESS MANHOLE (TO PIPELINE)			ABANDONED UTILITY	/////////////////////////////////////			
BLOWOFF	9		CABLE TV				
COMBINATION AIR VALVE	Ā		GAS LINE	G	g g -		
TEST STATION (CATHODIC)	Ţ		CONTOURS		_2640		
REDUCER	•	\triangleright	FAST CONDUIT		FAST-		
END CAP FOR WATER PIPELINE	Э		SANITARY SEWER	— ss ¹ 0" ss - ss -	—————————————————————————————————————		
WATER VALVE		—————————————————————————————————————	STORM DRAIN	PROP.24" RCP	24" SD		
FIRE HYDRANT ASSEMBLY	- >	-⊗}>	UNDERGROUND POWER	——————————————————————————————————————	——————————————————————————————————————		
WATER METER	■ WM	□ WM	UNDERGROUND TELEPHONE		+		
WATER METER SIZE	1")		CENTRYLINK FIBER OPTIC	———— FO ———————————————————————————————	fo :FO fo		
IDENTIFICATION HEXAGON	(xx)		CURB, GUTTER AND SIDEWALK				
EDGE OF PAVEMENT			PROPERTY LINE		— <u>P</u>		
SANITARY SEWER MANHOLE		(SS)	CENTER LINE		<u> </u>		
STORM DRAIN MANHOLE		SD	BLOCK WALL				
SEWER CLEANOUT		C	RIGHT-OF-WAY LINE				
ELECTRIC DRAIN MANHOLE		E	PATENT RESERVATION OR EASEMENT LINE				
TELEPHONE MANHOLE		T	ANGLE (HORIZONTAL OR VERTICAL)	<u> </u>			
UNKNOWN UTILITY		U	ANGLE OF CURVE	\triangle			
POWER POLE W/GUY WIRE		$\circ\hspace{-1em}\longrightarrow\hspace{-1em}$	FIELD WELD				
STREET LIGHT (GENERIC SYMBOL NOT RELATED TO WATTAGE)	• •	o—————————————————————————————————————		t V			
SURVEY MONUMENT				DETAIL OR SECTION REFERENCE NUMBER (DETAIL) OR LETTER (SECTION)			
GEOTECHNICAL BORING		● B-X	REFERENCE BUBBLE	DRAWING NUMBER OF SHEET WHERE DETAIL OR SECTION RESIDES			
POLYGON FOR TRANSMISSION POLE				C1,C9,C11 — ALL SHEETS THAT REFERENCE TO THE DETAIL OR SECTION			
SOUTHWEST GAS VALVE		8	REMOVE WATERLINE				
TRAFFIC SIGNAL		S					
T-COMMUNICATIONS		[T-COM]					
FIBER OPTIC VAULT	–	FO					
			\dashv				









ALWAYS THINK SAFETY

40' 0 2.5' 5'

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<u> </u>			
74			
2			
024			
0	RELEASED FOR CONSTRUCTION		10/30/23
NO.		DESCRIPTION	DATE

FIBER OPTIC MANHOLE

REDUCED PRESSURE PRINCIPLE ASSEMBLY



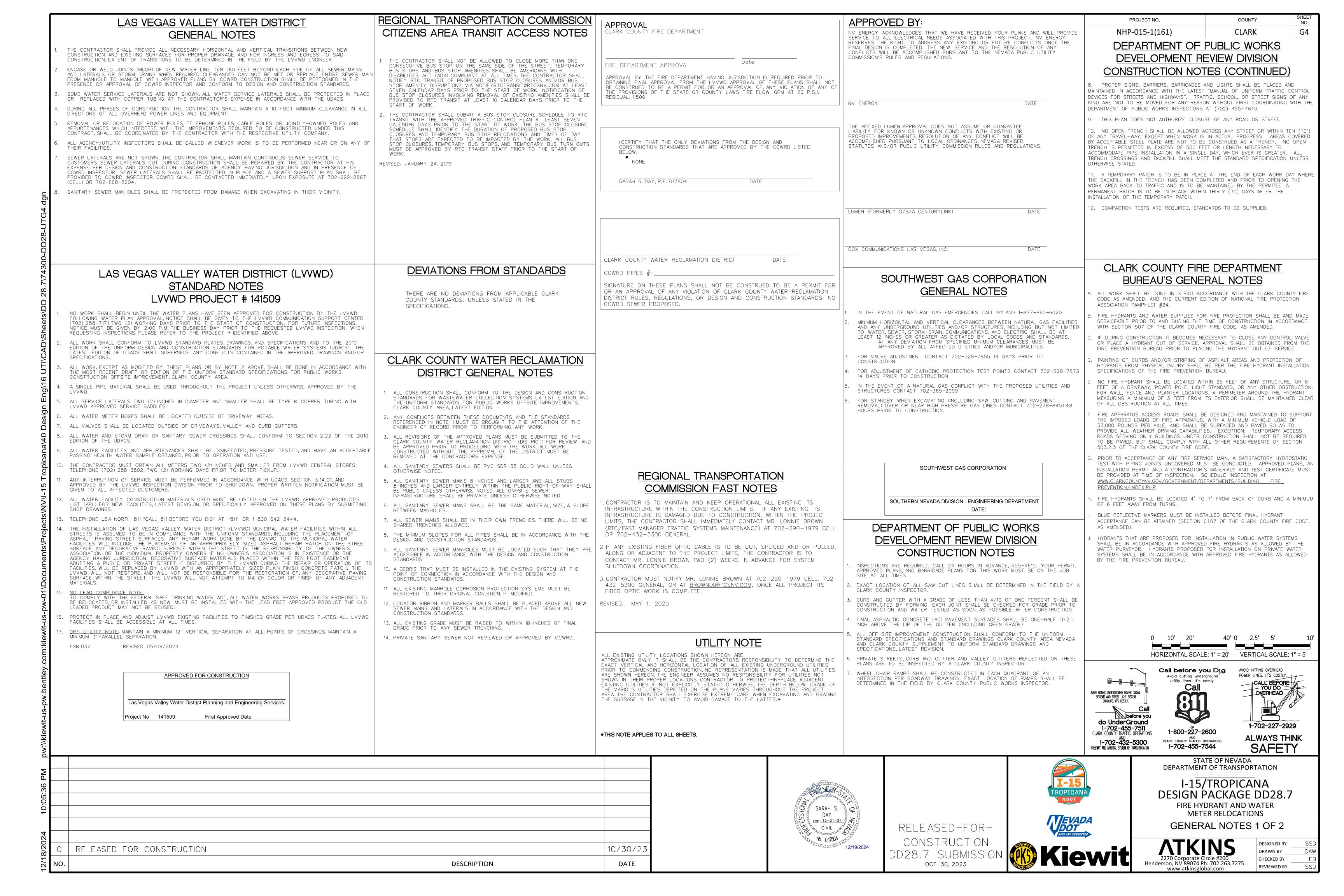
RELEASED-FOR-CONSTRUCTION DD28.7 SUBMISSION OCT 30, 2023



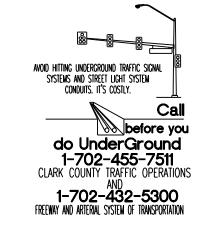
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION I-15/TROPICANA DESIGN PACKAGE DD28.7 FIRE HYDRANT AND WATER
METER RELOCATIONS LEGEND

ATI	
Λ I K	
2270 Corporate (Circle #200
2270 Corporate (Henderson, NV 89074 F	h: 702.263.7275
www.atkinsglo	obal.com

DESIGNED BY DRAWN BY CHECKED BY REVIEWED BY



		161) CLARK	
	BENEFACE OF STATE OF		
$\overline{\alpha}$		OR COMPLETION OF MODIFICATION(S) TO A TR TO THE CLARK COUNTY TRAFFIC MANAGEMEN LL BE REPLACED WITH COUNTY APPROVED EQ NG AND PROTECTING ALL UNDERGROUND AND A TED BY HIS WORK. THE LOCATIONS OF UNDER LY. ANY DAMAGE TO EXISTING UTILITIES SHALE SEPAIRED PROMPTLY IN A MANNER SATISFACTO E. DING THE COMPLETE TRAFFIC SIGNAL AND/OR CABINETS, SERVICE PEDESTALS, PULL BOXES, AN NT NATIONAL ELECTRICAL CODE AND THE UNIFO LAWNS, WALLS, FENCES, SIGNS, STRUCTURES, LIV YEXCEPT WHERE REQUIRED TO DO SO BY TER. UMENTS AND PROPERTY STAKES, WHETHER THE WHERE THEIR DESTRUCTION IS DETERMINED B TS AND STAKES THAT ARE DISTURBED OR DES TOF THE CONTRACTING AGENCY SHALL BE RE O STATUTES AND CLARK COUNTY UNIFORM STATIONAL LAND SURVEYOR AT THE SATISFACTION	FICATION(S) TO A TRAFFIC TRAFFIC MANAGEMENT JUNTY APPROVED EQUAL. UNDERGROUND AND AERIAL OCATIONS OF UNDERGROUND STING UTILITIES SHALL BE MANNER SATISFACTORY TO FIC SIGNAL AND/OR ALS, PULL BOXES, AND CODE AND THE UNIFORM GNS, STRUCTURES, LIGHTS OF ED TO DO SO BY THE TAKES, WHETHER THEY ARE DISTURBED OR DESTROYED GENCY SHALL BE REPLACED OUNTY UNIFORM STANDARD THE SATISFACTION OF THE
	S Call before you Avoid cutting under	10' 20' 40' 0 2.5' 5' ORIZONTAL SCALE: 1" = 20' VERTICAL SCA Call before you Dig Avoid cutting underground utility lines. It's costly. AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.	AVOID HITTING OVERHEAD





1-800-227-2600

CLARK COUNTY TRAFFIC OPERATIONS
1-702-455-7544

1-702-227-2929

ALWAYS THINK SAFETY

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

I-15/TROPICANA DESIGN PACKAGE DD28.7 FIRE HYDRANT AND WATER METER RELOCATIONS

GENERAL NOTES 2 OF 2



DESIGNED BY DRAWN BY CHECKED BY REVIEWED BY



10/30/23

DATE

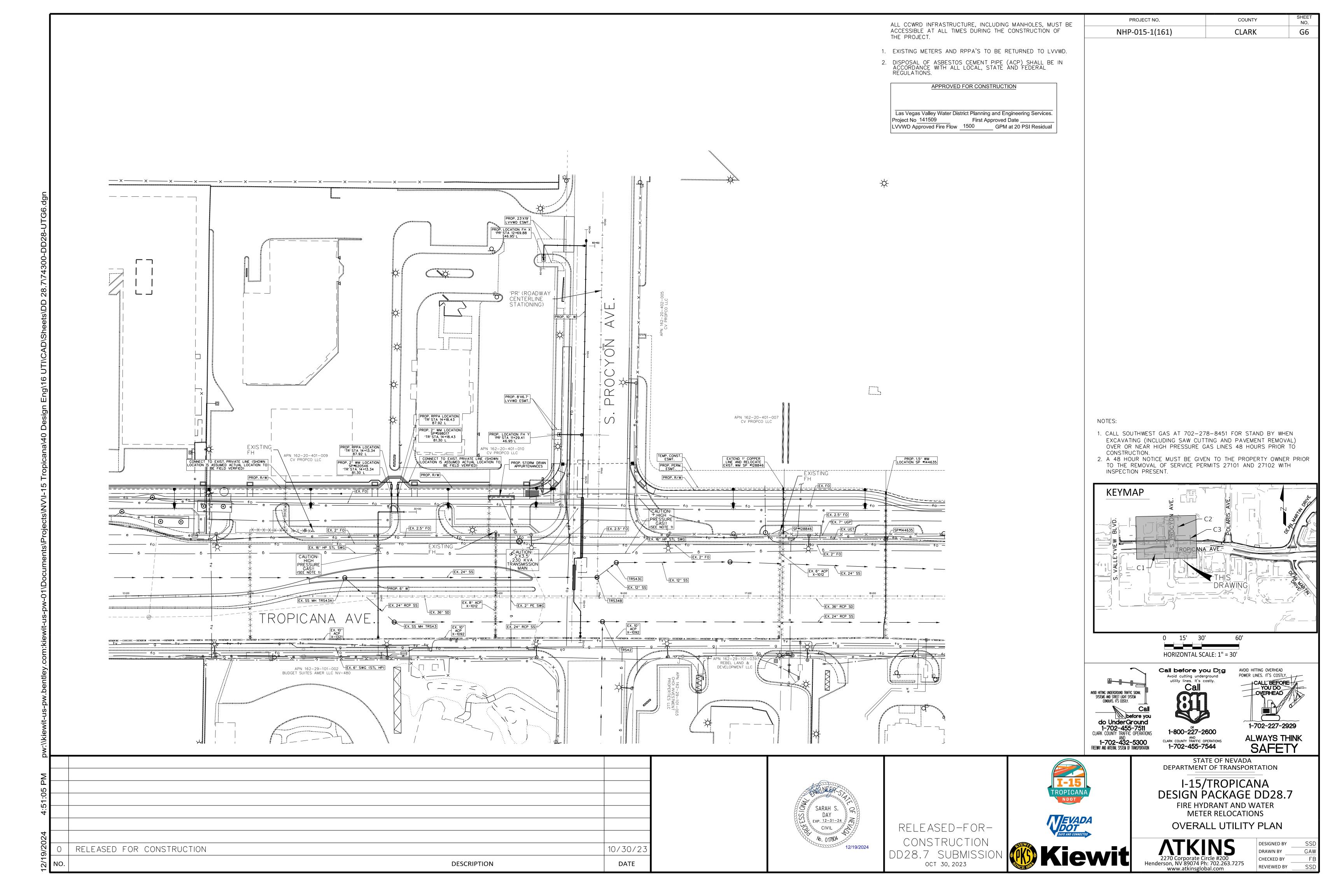
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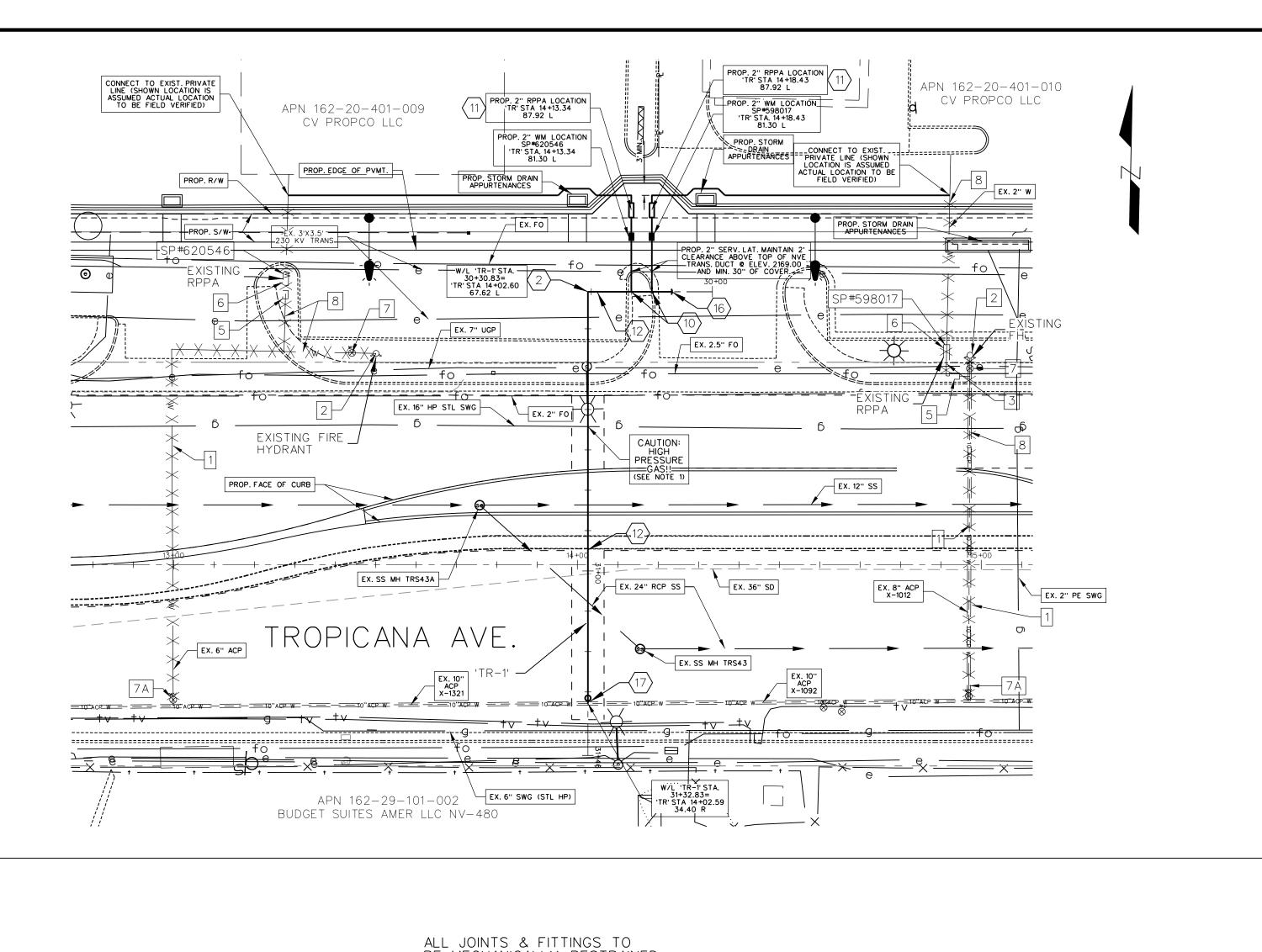
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RELEASED FOR CONSTRUCTION

RELEASED-FOR-

CONSTRUCTION
DD28.7 SUBMISSION
oct 30, 2023





ALL CCWRD INFRASTRUCTURE, INCLUDING MANHOLES, MUST BE ACCESSIBLE AT ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT.

ABANDONED VALVE CUT AND CAP ALL VALVES TO BE ABANDONED SHALL BE ABANDONED IN THE CLOSED POSITION, UNLESS SHOWN OTHERWISE, BY REMOVING A MINIMUM OF THE TOP TWENTY-FOUR (24) INCHES OF THE VALVE BOX, AND THEN FILLING THE BOTTOM OF THE BOX WITH A MINIMUM OF EIGHT (8) INCHES OF SAND OR TYPE II AGGREGATE BASE, THE REMAINING PORTION OF THE VALVE BOX SHALL BE FILLED WITH CONCRETE HAVING A COMPRESSIVE

STRENGTH OF AT LEAST TWO THOUSAND (2,000) PSI. THE LATERAL MUST BE CUT WTHIN ONE (1) FOOT OF THE ABANDONED VALVE, OR AS SHOWN ON PLANS, AND CAPPED, IN ACCORDANCE WITH THE PROVISIONS OF UDACS PLATE NO. 31.

FIRE HYDRANT AND LATERAL ABANDONMEN IF THE EXISTING FIRE HYDRANT AND LATERAL ARE INCORRECTLY LOCATED, OR NOT TO BE USED ON THIS PROJECT, THIS PROJECT SHALL REMOVE THE ACTIVE MAIN IN ACCORDANCE WITH UDACS SECTION 2.21.06 C, AND COORDINATE WITH LVVWD INSPECTOR.

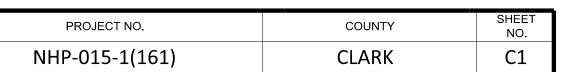
ABANDONMENT OF EXISTING SERVICES (2 INCH AND SMALLER)

IF ANY OF THE EXISTING SERVICES ARE INCORRECTLY LOCATED, OR NOT TO BE USED ON THIS PROJECT, THIS PROJECT SHALL SHALL ABANDON THE LATERAL AT THE CONNECTION TO THE ACTIVE MAIN IN ACCORDANCE WITH UDACS SECTION 2.17.04 A, AND COORDINATE WITH LVVWD INSPECTOR.

ALL SEWER/STORM DRAIN CROSSING WATER LINES MUST COMPLY WITH UDACS SECTION 2.22

1. EXISTING METERS AND RPPA'S TO BE RETURNED TO LVVWD.

DISPOSAL OF ASBESTOS CEMENT PIPE (ACP) SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.



CONSTRUCTION NOTES

-) INSTALL 350 PRESSURE CLASS (WALL THICKNESS CLASS 53) 10" DIP PER UDACS PLATE 17.
-) INSTALL 90° BEND. 3) INSTALL 45° BEND.
- $\langle 4 \rangle$ install fire hydrant assembly per udacs plate 40.
- INSTALL 10"x8" TAPPING SLEEVE WITH GATE VALVE PER UDACS PLATES 30, 31 & 34. REFER TO UDACS SECTIONS 2.24.01 AND 3.19.05 FOR ADDITIONAL REQUIREMENTS.
- 6) INSTALL DEEP FIRE HYDRANT ASSEMBLY PER UDACS PLATE 41.
- $\sqrt{2}$ install a 10" end cap w/ 2" blow-off per udacs plate 31 & 36.
- $\langle 8 \rangle$ install 22.5° bend.
- 9
 angle install 90° horizontal bend rotate as necessary to provide vertical angle. O) INSTALL NEW SERVICE INSTALLATION PER UDACS PLATE 4.
- $\overrightarrow{1}$ install RPPA (Size as noted on plans) per udacs plate 8 and detail 1/CD1.
- NSTALL 350 PRESSURE CLASS (WALL THICKNESS CLASS 53 WHEN MINIMUM COVER CANNOT BE MET) 6" DIP PER UDACS PLATE 17.
- (13) install 6" gate valve per udacs plate 39.
- (14) INSTALL 10" GATE VALVE PER UDACS PLATE 39.
- 15) INSTALL 22.5° BEND ROTATE AS NECESSARY TO PROVIDE VERTICAL AND HORIZONTAL CLEARANCES AS SHOWN ON PLANS.
- $\langle 16 \rangle$ install 6" end cap w/ 2" blow-off per udacs plate 31 & 36.
- INSTALL 10"x6" TAPPING SLEEVE WITH GATE VALVE PER UDACS PLATES 30, 31 & 34. REFER TO UDACS SECTIONS 2.24.01 AND 3.19.05 FOR ADDITIONAL REQUIREMENTS.
- (18) INSTALL 10"X6" TEE.
- (19) INSTALL 10"X8" REDUCER.
- 20 INSTALL 10"X8" TEE.
- $\langle 21 \rangle$ install 8" gate valve per udacs plate 39.
- INSTALL 350 PRESSURE CLASS (WALL THICKNESS CLASS 53 WHEN MINIMUM COVER CANNOT BE MET) 8" DIP PER UDACS PLATE 17.
- $\langle\!23\!
 angle$ install steel casing per udacs plates 22 & 23.
- $\langle 24 \rangle$ install 8"x6" reducer.

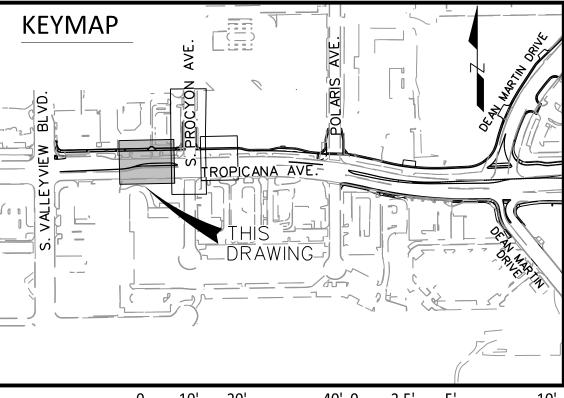
ABANDONMENT/DEMOLITION NOTES

- REMOVE EXISTING 6" OR 8" ACP WATERLINE. DISPOSE IN ACCORDANCE WITH UDACS SECTION
- REMOVE EXISTING FIRE HYDRANT PER UDACS SECTION 2.21.06 AND RETURN TO LVVWD
- 3 | FULLY REMOVE SERVICE LATERAL PER NDOT REQUIREMENTS ABANDON EXISTING WATER SERVICE AND METER IN ACCORDANCE
- WITH UDACS SECTION 2.17.04
- REMOVE EXISTING WATER METER AND RETURN TO LVVWD
- 6 REMOVE EXISTING RPPA AND RETURN TO LVVWD
- 7 REMOVE EXISTING VALVE AND RETURN TO LVVWD
- 7A ABANDONED VALVE CUT AND CAP
- THE CONTRACTOR SHALL NOTIFY THE AGENCY TWO (2) FULL BUSINESS DAYS PRIOR TO THE REQUESTED REMOVAL TIME TO ALLOW THE AGENCY TO TAKE THE FINAL METER READING. THE CONTRACTOR MAY THEN BEGIN REMOVAL PROCEDURES FOR THE AFFECTED SERVICE AS FOLLOWS; EXISTING SERVICE LATERALS TO BE FULLY REMOVED FORM EXISTING WATER MAIN, A MINIMUM OF TWELVE (12) INCHES OF THE LATERAL CUT OUT NEAR THE CORPORATION STOPS AND A BRASS CAP INSTALLED ON THE CORPORATION STOP. IF THE CORPORATION STOP IS DAMAGED BEYOND REPAIR OR PULLED FROM THE EXISTING WATER MAIN, THE MAIN SHALL BE DEPAIRED AT THE CONTRACTOR'S EXPENSE IN A MANNIER ARREDOVED BY THE MAIN SHALL

BE REPAIRED AT THE CONTRACTOR'S EXPENSE IN A MANNER APPROVED BY THE AGENCY. IF I IS DISCOVERED THE CORPORATION STOP IS NOT WATER TIGHT, THROUGH NO FAULT OF THE CONTRACTOR, THE CONTRACTOR SHALL NOTIFY THE AGENCY FOR FURTHER DIRECTION, THE EXISTING METER(S) SHALL BE REMOVED AND DELIVERED TO THE AGENCY.

CALL SOUTHWEST GAS AT 702-278-8451 FOR STAND BY WHEN EXCAVATING (INCLUDING SAW CUTTING AND PAVEMENT REMOVAL) OVER OR NEAR HIGH PRESSURE GAS LINES 48 HOURS PRIOR TO CONSTRUCTION.

A 48 HOUR NOTICE MUST BE GIVEN TO THE PROPERTY OWNER PRIOR TO THE REMOVAL OF SERVICE POINTS 27101 AND 27102 WITH INSPECTION PRESENT.



10' 20' 40' 0 2.5' 5'

HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'

Call before you Dig avoid Hitting underground traffic signal SYSTEMS AND STREET LIGHT SYSTEM CONDUITS. IT'S COSTLY. **⋙before** you do UnderGround 1-702-455-7511

1-702-432-5300 FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION

Avoid cutting underground utility lines. It's costly.

1-800-227-2600 AND
CLARK COUNTY TRAFFIC OPERATIONS 1-702-455-7544

1-702-227-2929 **ALWAYS THINK** SAFETY

DESIGNED BY

DRAWN BY

CHECKED BY

REVIEWED BY

+CALL BEFORE

__YOU'DO_

OVERHEAD

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.

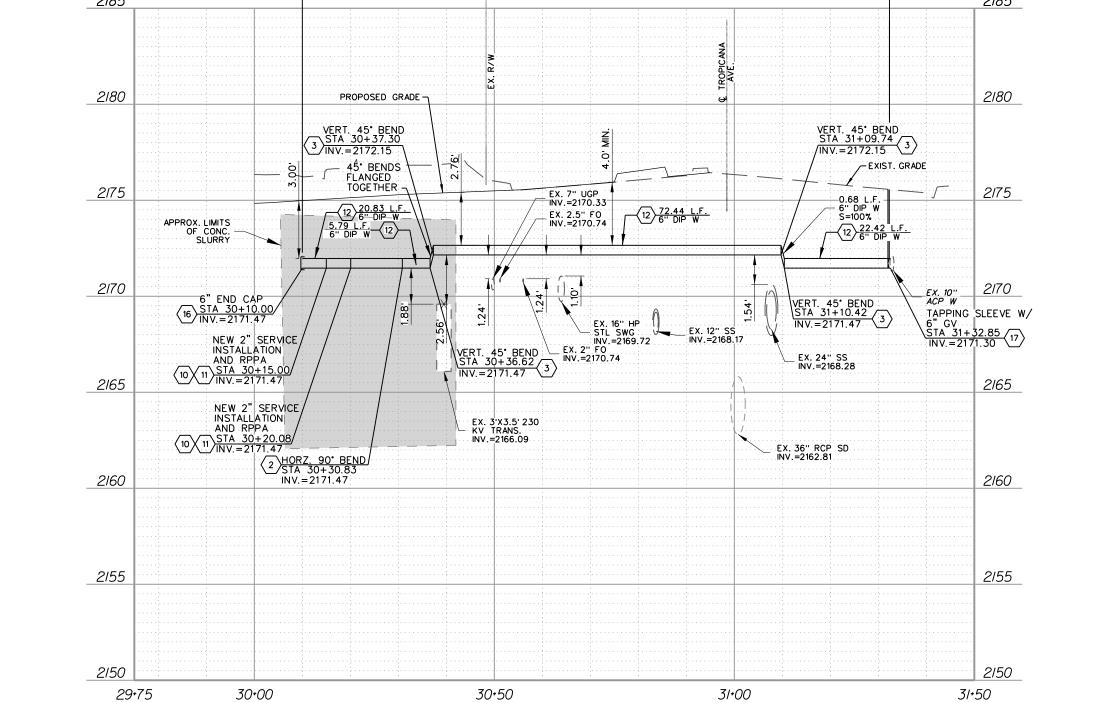
STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

I-15/TROPICANA **DESIGN PACKAGE DD28.7** FIRE HYDRANT AND WATER

METER RELOCATIONS PROPOSED 10" WATER LINE

AND RPPA RELOCATIONS



PROPOSED 6" WATERLINE 'TR-1'

RELEASED FOR CONSTRUCTION

BE MECHANICALLY RESTRAINED

[APPROVAL CLARK COUNTY FIRE DEPARTMENT

FIRE DEPARTMENT APPROVAL

APPROVAL BY THE FIRE DEPARTMENT HAVING JURISDICTION IS REQUIRED PRIOR TO OBTAINING FINAL APPROVAL FROM THE LVVWD. APPROVAL OF THESE PLANS SHALL NOT BE CONSTRUED TO BE A PERMIT FOR, OR AN APPROVAL OF, ANY VIOLATION OF ANY OF THE PROVISIONS OF THE STATE OR COUNTY LAWS. FIRE FLOW GPM AT 20 P.S.I. RESIDUAL. 1,500

CLARK COUNTY WATER RECLAMATION DISTRICT

CCWRD PIPES #:

SIGNATURE ON THESE PLANS SHALL NOT BE CONSTRUED TO BE A PERMIT FOR OR AN APPROVAL OF ANY VIOLATION OF CLARK COUNTY WATER RECLAMATION DISTRICT RULES, REGULATIONS, OR DESIGN AND CONSTRUCTION STANDARDS NO CCWRD SEWER PROPOSED.

APPROVED FOR CONSTRUCTION

Las Vegas Valley Water District Planning and Engineering Services. Project No 141509 First Approved Date LVVWD Approved Fire Flow 1500 GPM at 20 PSI Residual

RELEASED-FOR-

CONSTRUCTION DD28.7 SUBMISSION OCT 30, 2023

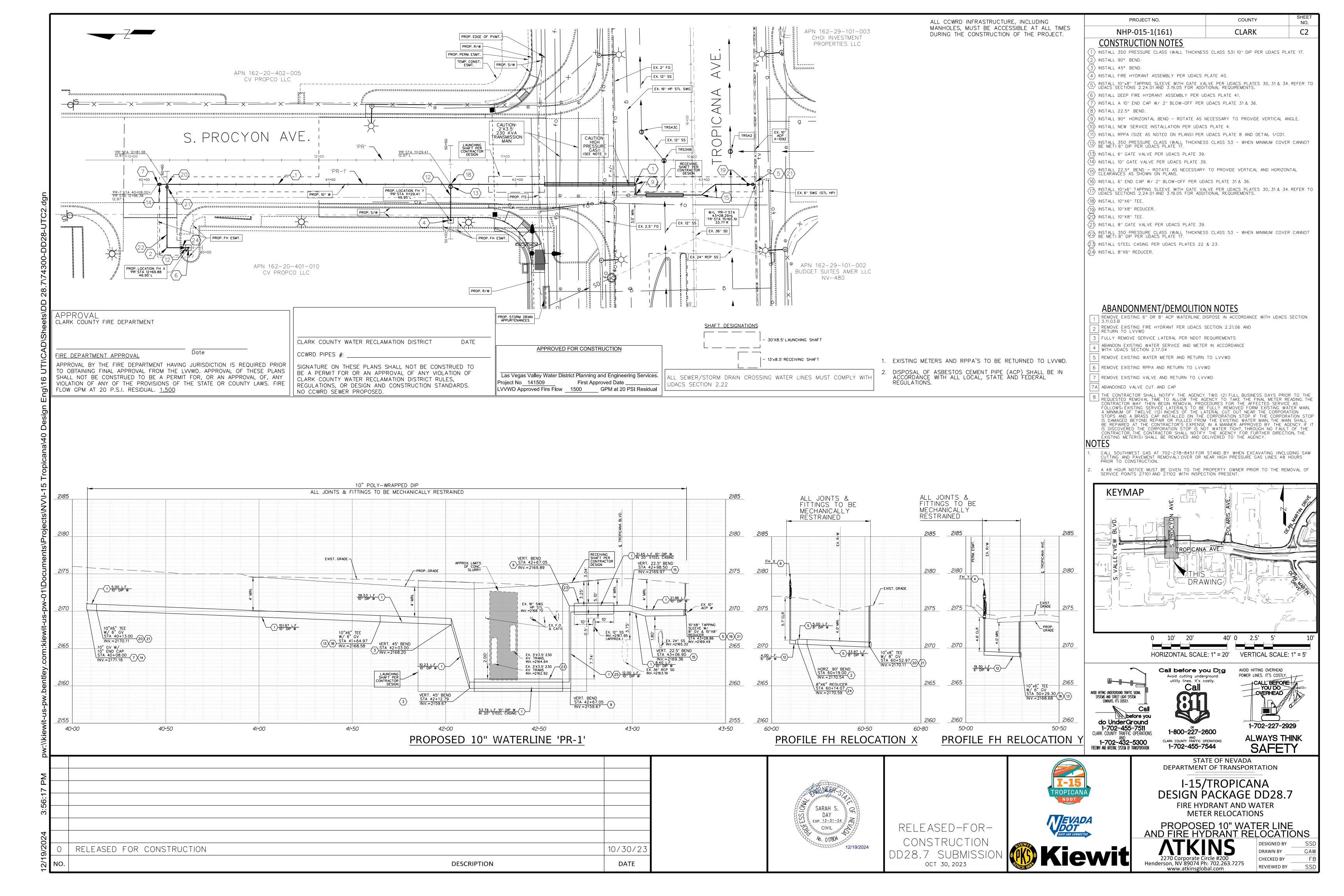
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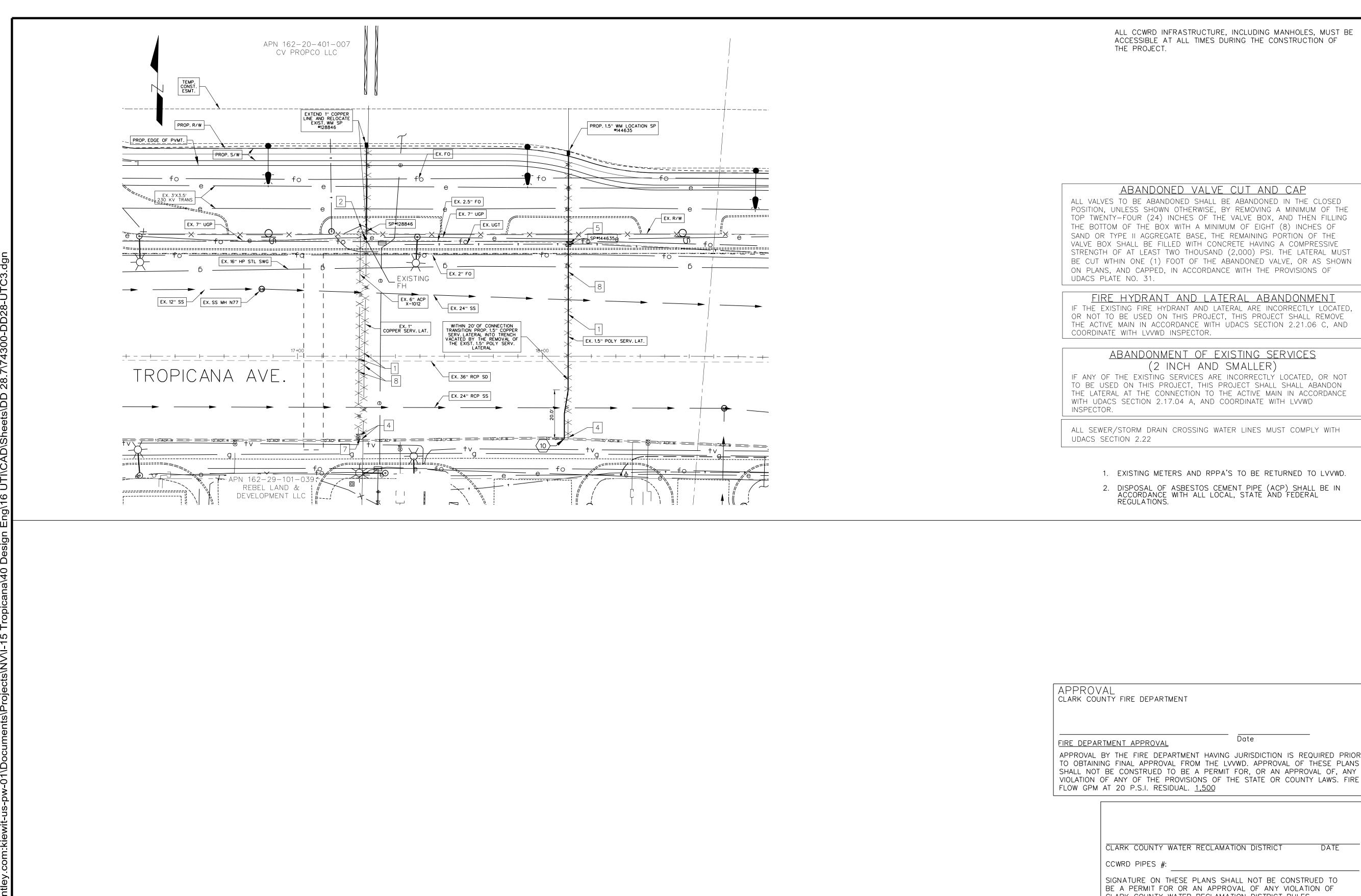
10/30/23

DATE

DESCRIPTION

DATE





DESCRIPTION

RELEASED FOR CONSTRUCTION

ALL CCWRD INFRASTRUCTURE, INCLUDING MANHOLES, MUST BE ACCESSIBLE AT ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT.

ABANDONED VALVE CUT AND CAP

ABANDONMENT OF EXISTING SERVICES

(2 INCH AND SMALLER)

1. EXISTING METERS AND RPPA'S TO BE RETURNED TO LVVWD.

DISPOSAL OF ASBESTOS CEMENT PIPE (ACP) SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

CONSTRUCTION NOTES

> INSTALL 350 PRESSURE CLASS (WALL THICKNESS CLASS 53) 10" DIP PER UDACS PLATE 17.

COUNTY

CLARK

NO.

C3

- ?) INSTALL 90° BEND.
- 3) INSTALL 45° BEND.

PROJECT NO.

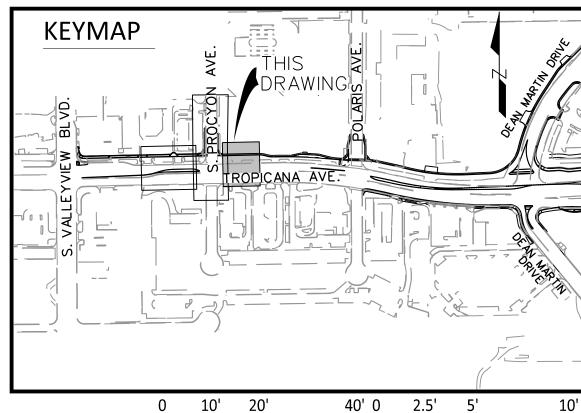
NHP-015-1(161)

- $\langle 4 \rangle$ install fire hydrant assembly per udacs plate 40. 5) INSTALL 10"x8" TAPPING SLEEVE WITH GATE VALVE PER UDACS PLATES 30, 31 & 34. REFER TO UDACS SECTIONS 2.24.01 AND 3.19.05 FOR ADDITIONAL REQUIREMENTS.
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- (17) INSTALL 10"x6" TAPPING SLEEVE WITH GATE VALVE PER UDACS PLATES 30, 31 & 34. REFER TO UDACS SECTIONS 2.24.01 AND 3.19.05 FOR ADDITIONAL REQUIREMENTS.
- (18) INSTALL 10"X6" TEE.
- (19) INSTALL 10"X8" REDUCER.
- (20) INSTALL 10"X8" TEE.
- (21) INSTALL 8" GATE VALVE PER UDACS PLATE 39.
- INSTALL 350 PRESSURE CLASS (WALL THICKNESS CLASS 53 WHEN MINIMUM COVER CANNOT BE MET) 8" DIP PER UDACS PLATE 17.
- $\langle\!23\!
 angle$ install steel casing per udacs plates 22 & 23.
- (24) INSTALL 8"X6" REDUCER.

ABANDONMENT/DEMOLITION NOTES

- REMOVE EXISTING 6" OR 8" ACP WATERLINE. DISPOSE IN ACCORDANCE WITH UDACS SECTION
- REMOVE EXISTING FIRE HYDRANT PER UDACS SECTION 2.21.06 AND 3 | FULLY REMOVE SERVICE LATERAL PER NDOT REQUIREMENTS
- ABANDON EXISTING WATER SERVICE AND METER IN ACCORDANCE
- WITH UDACS SECTION 2.17.04
- 5 REMOVE EXISTING WATER METER AND RETURN TO LVVWD
- 6 REMOVE EXISTING RPPA AND RETURN TO LVVWD
- 7 REMOVE EXISTING VALVE AND RETURN TO LVVWD
- 7A ABANDONED VALVE CUT AND CAP
- THE CONTRACTOR SHALL NOTIFY THE AGENCY TWO (2) FULL BUSINESS DAYS PRIOR TO THE REQUESTED REMOVAL TIME TO ALLOW THE AGENCY TO TAKE THE FINAL METER READING. THE CONTRACTOR MAY THEN BEGIN REMOVAL PROCEDURES FOR THE AFFECTED SERVICE AS FOLLOWS; EXISTING SERVICE LATERALS TO BE FULLY REMOVED FORM EXISTING WATER MAIN, A MINIMUM OF TWELVE (12) INCHES OF THE LATERAL CUT OUT NEAR THE CORPORATION STOPS AND A BRASS CAP INSTALLED ON THE CORPORATION STOP. IF THE CORPORATION STOP IS DAMAGED BEYOND REPAIR OR PULLED FROM THE EXISTING WATER MAIN, THE MAIN SHALL BE DEPAIRED AT THE CONTRACTOR'S EXPENSE IN A MANNIED APPROVED BY THE MAIN SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE IN A MANNER APPROVED BY THE AGENCY. IF I IS DISCOVERED THE CORPORATION STOP IS NOT WATER TIGHT, THROUGH NO FAULT OF THE CONTRACTOR, THE CONTRACTOR SHALL NOTIFY THE AGENCY FOR FURTHER DIRECTION, THE EXISTING METER(S) SHALL BE REMOVED AND DELIVERED TO THE AGENCY.

- CALL SOUTHWEST GAS AT 702-278-8451 FOR STAND BY WHEN EXCAVATING (INCLUDING SAW CUTTING AND PAVEMENT REMOVAL) OVER OR NEAR HIGH PRESSURE GAS LINES 48 HOURS PRIOR TO CONSTRUCTION.
- A 48 HOUR NOTICE MUST BE GIVEN TO THE PROPERTY OWNER PRIOR TO THE REMOVAL OF SERVICE POINTS 27101 AND 27102 WITH INSPECTION PRESENT.



40' 0 2.5' 5'

HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1" = 5'

AVOID HITTING OVERHEAD Call before you Dig POWER LINES. IT'S COSTLY. Avoid cutting underground

AVOID HITTING UNDERGROUND TRAFFIC SIGNAL SYSTEMS AND STREET LIGHT SYSTEM CONDUITS. IT'S COSTLY. before you do UnderGround 1-702-455-7511 1-702-432-5300 FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION

1-800-227-2600 AND
CLARK COUNTY TRAFFIC OPERATIONS

utility lines. It's costly.

1-702-227-2929 **ALWAYS THINK**

+CALL BEFORE

YOU DO

OVERHEAD

SAFETY 1-702-455-7544

STATE OF NEVADA DEPARTMENT OF TRANSPORTATION

I-15/TROPICANA

DESIGN PACKAGE DD28.7 FIRE HYDRANT AND WATER METER RELOCATIONS

FIRE HYDRANT AND SERVICE LINE REMOVAL

DESIGNED BY DRAWN BY CHECKED BY REVIEWED BY

SHALL NOT BE CONSTRUED TO BE A PERMIT FOR, OR AN APPROVAL OF, ANY VIOLATION OF ANY OF THE PROVISIONS OF THE STATE OR COUNTY LAWS. FIRE

CLARK COUNTY WATER RECLAMATION DISTRICT

CCWRD PIPES #:

SIGNATURE ON THESE PLANS SHALL NOT BE CONSTRUED TO BE A PERMIT FOR OR AN APPROVAL OF ANY VIOLATION OF CLARK COUNTY WATER RECLAMATION DISTRICT RULES, REGULATIONS, OR DESIGN AND CONSTRUCTION STANDARDS. NO CCWRD SEWER PROPOSED.

APPROVED FOR CONSTRUCTION

Las Vegas Valley Water District Planning and Engineering Services. Project No 141509 First Approved Date

GPM at 20 PSI Residual LVVWD Approved Fire Flow 1500



10/30/23

DATE

RELEASED-FOR-CONSTRUCTION DD28.7 SUBMISSIC



OCT 30, 2023

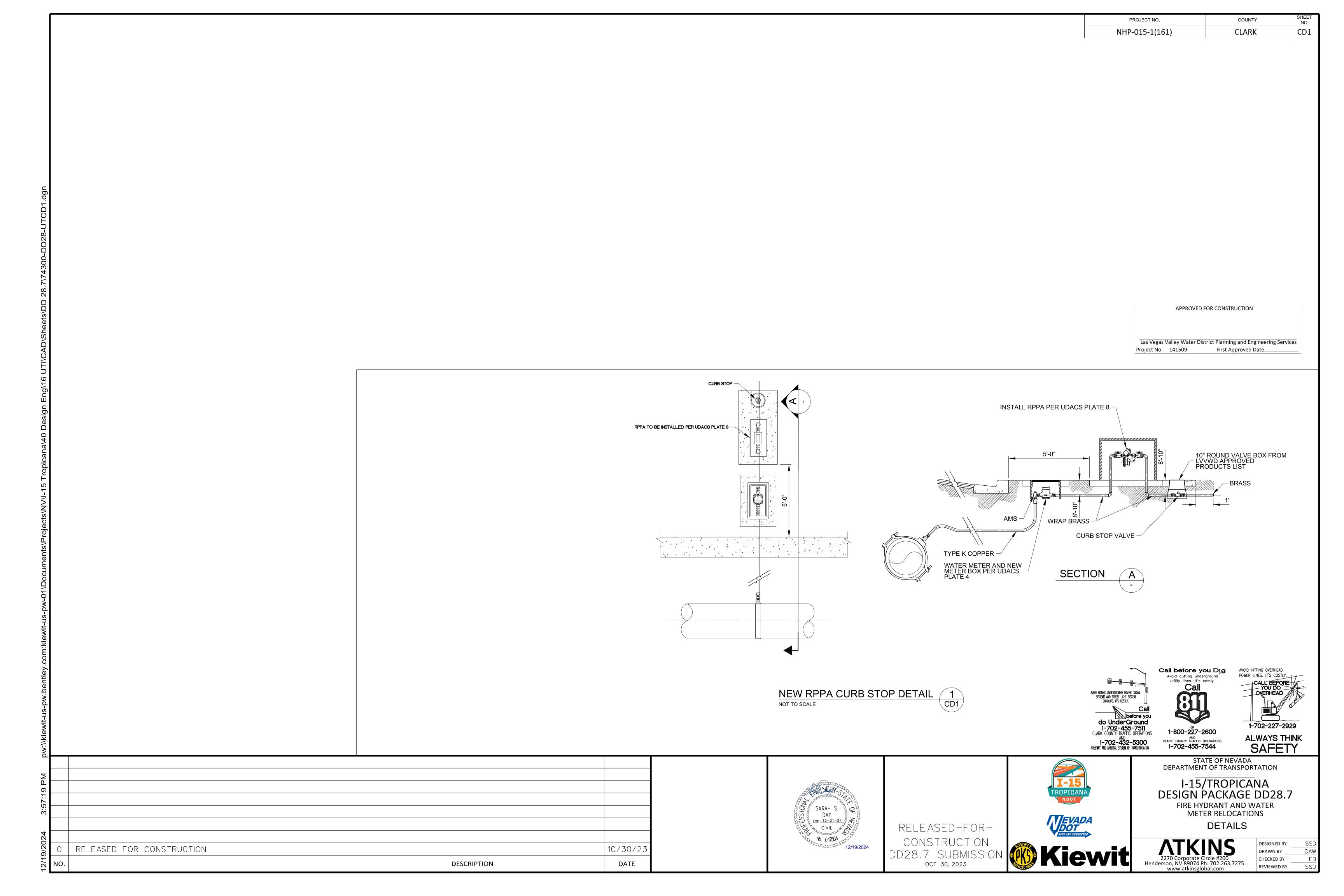


Exhibit B Current Easement

1 56 (5.0£63s)

EASEMENT

3)

"HIS INDENTURE OF EASEMENT, made and entered into by and between

TROPYON, INC.		

Party of the First Part, hereinafter known as the GRANTORS and LAS VEGAS VALLEY WATER DISTRICT a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the GRANTEE.

WITNESSETH.

That the GRANTORS, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States in it in hand paid by the GRANTEE, the re-comprihereof in hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns an easement and right of way for the construction, operation, maintenance repair, renewal, reconstruction and removal of pipelines for conducting water with the right of ingress and egress, over above, across and under that certain parcel of land described as follows:

10' BY 50' EASEMENT LAN YEGAS VALLEY WATER DISTRICT

A PORTION OF THE HORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1.4) OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICL LARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTERLINE INTERSECTION OF TROPICANA AVENUE (100.00 FEET WIDE) AND PROCYON STREET (60.00 FEET WIDE); THENCE SOUTH 89°44′23° WEST ALONG SAID CENTERLINE OF TROPICANA AVENUE A DISTANCE OF 219.25 FEET, THENCE NORTH 00°15′37° WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE-OF TROPICANA AVENUE, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°15′37° WEST A DISTANCE OF 10.00 FEET, THEN CE SOUTH 89°44′21" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°15′37 "EAST A DISTANCE OF 10.00 FEFT TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF TROPICANA AVENUE; THENCE NORTH 89°44′23° FAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 500 00 SQUARE FEET OR 0.0115 ACRES, MORE OR LESS ..

E5866

Page 1 of 2

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A. UG RPTT

FEE.

TROPYON, I'NG

The GRANTORS, its successors and assigns agree that:

- No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insufar as such use does not interfere with its use by the GRAN II.I: for the purposes for which it is granted.
- The GRANTEE shall not be liable for any damage to any of the GRANTOR'S improvements
 placed upon said parcel due to the GRANTEE's necessary operations using reasonable care and:
- 3 Should any of the GRANTEL'S facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR or his successors or assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the GRANTEL...

	and and a second
	(JANAE DAULAT, PRESIDENT.)
FIAIT OF Nevada) 188
COUNTY OF Clark	1.
On Revember 19, n and for said County and State	
	escribed in and who executed the foregoing instrument, and who acknowledged he same fixely and voluntarily and for the uses and purposes therein mentioned
WITNESS my hand and	A lefts and word
Att At 2 and many ale	g micum year
NOTARY PUST C	Kamera D Level
STATE OF NEVADA Courty of Cale Ramona D Les Ex	Notary Public
Court, of Cale	Notary Public
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STATE OF NEWADA Courty of Chine Ramona D. Les 3. My Approximent Expens 200 F. IV.	FOR RECORDER'S USE ONLY
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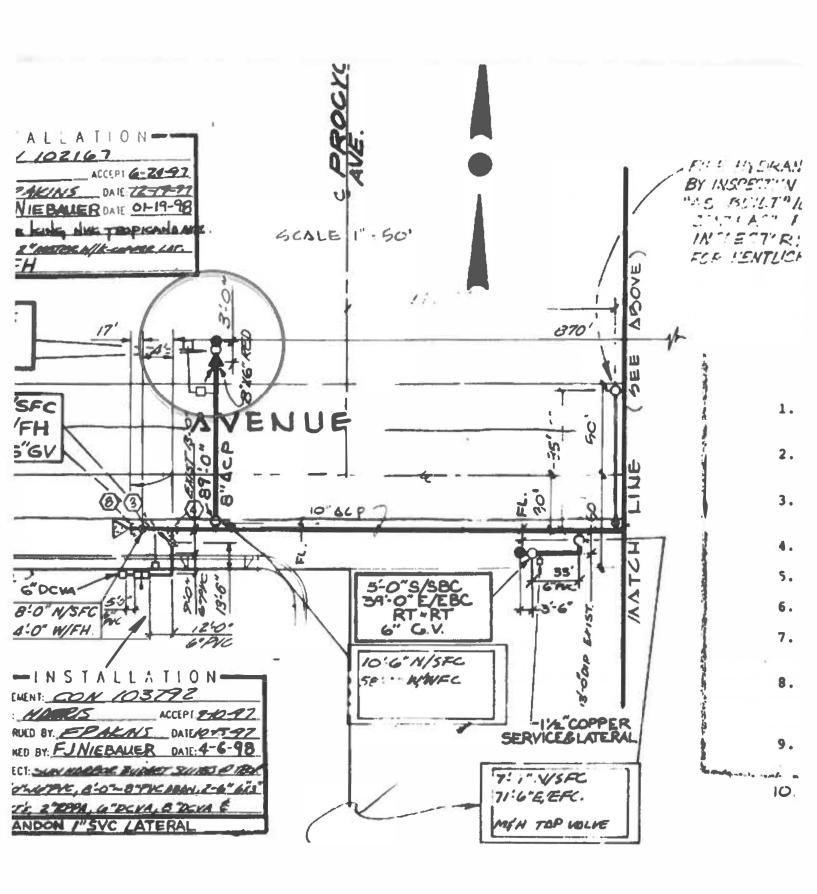


Exhibit C Estimate and Material Breakdown



	I-15 Tropicana DD-28.7 Water	erline Scope					
Description:	DD-28.7 Waterline Scope of Work						
Labor Activities	Description	Location	UOM	QTY	Unit		Total Cost
Break Asphalt	Sawcut and break out Asphalt			1,055	PLS	\$	19,404.41
Load Out Asphalt	Excavate and load out Asphalt			360	PLS	\$	8,076.93
ELB 6" DIP	Installations of pipe and fittings			150	PLS	\$	76,304.43
ELB 8" DIP	Installations of pipe and fittings			50	SY	\$	26,717.24
ELB 10" DIP	Installations of pipe and fittings			353	CY	\$	188,623.71
Caliche Excavation	Hammer/Grind/Excavate Material			500	LF	\$	100,158.16
Load out Caliche	Excavate and load out material			500	LF	\$	2,984.79
Hand Chipping NVE Ductbank	Hand chip down to subgrade of trench line			14	LF	\$	82,189.30
Waterline Tie ins	Tie in to existing waterlines	Dean Martin and		3	CY	\$	21,502.03
Valves	Installation of inline valves	Tropicana		6	CY	\$	7,777.60
Install Hydrant Assembly's	Installation of hydrant risers and bolt ups			3	CY	\$	16,060.75
Install Thrust Blocks	Place concrete ta designed/required locations			36	Ea	\$	6,386.14
Support and Protect Utilities	Support any utilities that cross the excavation any order to avoid damage			12	Ea	\$	24,015.63
Testing and Disinfection	Test each location from tie in to new service or hydrant			650	LF	\$	16,329.71
Grade Adjustments for Valves	hammer asphalt and adjust to grade followed by a concrete collar			15	Ea	\$	45,388.54
Place and Compact Trench line	Roadway Restoration			300	Ton	\$	1,812.69
Remove Hydrants	Disassemble existing hydrants and turn into LVVWD			3	Ea	\$	2,744.97
Subcontractor Support	Physical support required to subcontractors on site.			100	LF	\$	35,009.93
ST&S	Tools/PPE to perform scope of work			1	LS	\$	70,551.83
	, ,				Sub-Total	\$	752,038.79
Permanent Material	DD-28.7 Waterline Scope of Work						<u>. </u>
Granular Backfill	Standard Backfill Material			720	Ton	\$	14,976.00
CLSM Slurry	Standard Placement			122	CY	\$	15,079.14
Concrete	Thrust Blocks/Collars	Dean Martin and		50	CY	\$	6,694.97
Cold Mix Asphalt	Roadway patch and temp restoration	Tropicana		400	Ton	\$	31,363.20
Pipe and Fittings	See attachment "A" for itemized list of materials			1	PLS	\$	140,182.98
,		I.	1		Sub-Total	Ś	208,296.29
Sub-Contractors	DD-28.7 Waterline Scope of Work						
Wells Cargo	Asphalt/Caliche Dumping			1.200	Ton	Ś	7,200.00
Asbestos	Removal and certificate of disposal			530	CY	Ś	159,000.00
Werdco	haul of demo and caliche			830	CY	\$	12,937.20
Flippins	Pothole	Dean Martin and		12	EA	\$	14,400.00
Tap Masters	Hot Taps	Tropicana		3	Ea	\$	30,000.00
Primoris	Mobilization			3	PLS	Ś	75,000.00
Primoris	Bore- Casing Install			100	LF	\$	187,900.00
Primoris	Install/Remove Pits			504	SF.	Ś	505,000.00
	motony remote 1 to	1	·	55.	Sub-Total		991,437.20
Combined Total \$							1,951,772.28
Commercial y					7	1,551,772.20	



Bid Proposal for NDOT I-15/TROPICANA DESIGN PACKAGE DD28.7

KIEWIT INFRASTRUCTURE WEST CO

Core & Main

Job Location: PARADISE, NV

2829 Losee Rd

Engineer: ATKINS

N Las Vegas, NV 89030

Plan Sheet Date: 04/12/2024

Phone: 7024941000

Bid Date: 06/05/2024 02:30 pm

Fax: 7023866749

Core & Main 3581404

Seq#	Qty	Description	Units	Price	Ext Price
		THIS PROJECT IS BEING BID IN			
		ACCORDANCE WITH CORE & MAIN'S			
		INTERPRETATION OF NDOT REQUIREMENTS.			
		ANY ALTERNATES OFFERED WILL BE NOTED			
		WITHIN THE SCOPE BELOW.			
10		WATER			
20	450	10 TJ CL53 DI PIPE	FT	67.59	30,415.50
30	126	6 TJ CL53 DI PIPE	FT	36.58	4,609.08
40	3	27X340 POLYWRAP BLK 10-12 DIP 8MIL PERF 20' PER ROLL	RL	203.55	610.65
50	1	20X340 POLYWRAP BLK 10-12 DIF SMIL PERF 20' PER ROLL	RL	150.96	150.96
60	15	2X100 TRANTEX TAPE VID10 PER ROLL	EA	5.00	75.00
70	15	3X1000' DET TAPE WATER BLUE	RL	30.27	30.27
80	24		EA		
90	24	3M 1403 EMS BALL MARKER-WATER	EA	22.86	548.64
100		OLIOTING ACADOT CRECIFICATIONS			
		QUOTING AS NDOT SPECIFICATIONS			
110		DUE TO TROPICANA NDOT ROW			
120		TO COVER COST			
140		GC TO PROVIDE ANY REQUIRED			
150		SPECIFICATIONS PRIOR TO			
160		SUBMITTING PURCHASE ORDERS			
180		10X10 CUT-IN-TEE (ACP)			
190	2	10 FLG TEE C110 USA	EA	1,899.95	3,799.90
200	4	10 FLGXPE DI PIPE 2' USA	EA	921.25	3,685.00
210	4	44100001160931 OMNI CPLG	EA	756.82	3,027.2
220		OD RNG: 11.10" - 11.60" USA		,,,,,,,	-,
230		6" SLV, FLEXI-COAT,			
240		BUNA-N-GSKT, DOM 304SS BLT/NUT			
250	2	10 A2361-19 FLG X MJ RW GV OL EVERDUR STEM 100A236119LN 9000	EA	2,443.05	4,886.10
260	2	564-A LVVWD USA V/B COMPLETE	EA	213.82	427.6
300	1	4' VLV EXT STEM F/2" NUT	EA	184.06	184.0
310	1	1056-55 5 CI/PVCXCI/PVC CPLG	EA	11.23	11.2
320	1	5 CI SOIL PIPE NO HUB 10'	PC	249.50	249.50
330	6	10-12" FLG BLT KIT PLATED DOM	EA	73.07	438.42
340	6	10X1/8 SBR FLANGE TYTE FF GSKT NSF61 APPROVED	EA	24.00	144.00
350	2	10 TUFGRIP DI TLD-10 W/ACC USA	EA	157.76	315.5
330		·	10X10 CUT-I		17,168.6
360					
370		10X6 CUT-IN-TEE (ACP)			
380	1	10X6 FLG TEE C110 USA	EA	1,548.45	1,548.4
390	2	10 FLGXPE DI PIPE 2' USA	EA	921.25	1,842.50
400	2	44100001160931 OMNI CPLG	EA	756.82	1,513.6
410		OD RNG: 11.10" - 11.60" USA			



Bid Proposal for NDOT I-15/TROPICANA DESIGN PACKAGE DD28.7

Bid #: 3581404

Seq#	Qty	Description	Units	Price	Ext Price
420		6" SLV, FLEXI-COAT,			
430		BUNA-N-GSKT, DOM 304SS BLT/NUT			
440	1	6 A2361-19EDS FLGXMJ RW GV OL EVERDUR STEM 060A236119LN9000	EA	983.80	983.80
450	1	564-A LVVWD USA V/B COMPLETE	EA	213.82	213.82
490	3	6 FLANGE BOLT KIT PLT DOMESTIC	EA	30.59	91.77
500	3	6X1/8 SBR FLANGE TYTE FF GSKT NSF61 APPROVED	EA	15.34	46.02
510	1	6 TUFGRIP DI TLD-6 W/ACC USA	EA	82.71	82.71
		TOTAL	10X6 CUT-II	N-TEE (ACP)	6,322.71
530	1	10 FLG TEE C110 USA	EA	1,899.95	1,899.95
540	1	10 MJXFLG ADPT C153 USA	EA	444.93	444.93
550	10	10 MJ 45 C153 USA	EA	302.48	3,024.80
560	1	6 MJ 90 C153 USA	EA	180.38	180.38
570	4	6 MJ 45 C153 USA	EA	148.00	592.00
F00	4	40 A22C4 40 FLC VAALENA CV OL EVERRUIR CTEM 400A22C440INI 0000	ГА	2 442 05	2 442 05
590	1	10 A2361-19 FLG X MJ RW GV OL EVERDUR STEM 100A236119LN 9000	EA	2,443.05	2,443.05
600	1	564-A LVVWD USA V/B COMPLETE	EA	213.82	213.82
650	2	10-12" FLG BLT KIT PLATED DOM	EA	73.07	146.14
660	2	10X1/8 SBR FLANGE TYTE FF GSKT NSF61 APPROVED	EA	24.00	48.00
000		10A1/0 3BATBANGETTTETT GSAT NOTOTALTHOVED	L/X	24.00	40.00
680	25	10 DI 3110P BELL RESTRA. (I) STAR SGDPGF10-NEW INSTALL	EA	264.24	6,606.00
690	22	10 TUFGRIP DI TLD-10 W/ACC (I)	EA	114.07	2,509.54
		20 101 01111 21 120 10,7100 (1)	2, 1	22 1.07	
710	4	6 DI 3106P BELL RESTRAINER (I) STAR SGDPGF06-NEW INSTALL	EA	126.12	504.48
720	10	6 TUFGRIP DI TLD-6 W/ACC USA	EA	82.71	827.10
740		DOMESTIC WATER			
750		PLT 4 2" WATER SERVICE- LVVWD			
760	2	J979 6X2 IP D/S BR SADDLE	EA	153.14	306.28
770	2	FB1100-7NL 2 BALLCORP MIPXPJ NO LEAD STOP	EA	352.70	705.40
780	60	2 SOFT K COPPER TUBE 60'	FT	24.66	1,479.60
790	2	BFA43-777WRNL 2 ANG BMV PJCTSX MF 360 ROTATION W/LW (NO LEAD	EA	500.32	1,000.64
800	2	CF31-77 2 BRZ MTR FLANGE	EA	84.63	169.26
810	2	2 MTR FLG GASKET	EA	5.02	10.04
820	8	5/8X2-1/2 CAD HEX HEAD BOLT	EA	0.48	3.84
830	8	5/8 CAD HEX NUT	EA	0.15	1.20
840	2	17X30X12 POLYMER METER BOX (ONLY)	EA	191.34	382.68
850	2	17X30X12 POLYMER METER BOX LID PG1730H54650	EA	133.33	266.66
860	2	2X48 BRASS NIPPLE USA NO LEAD	EA	237.34	474.68
000			L PLT 4 WAT		4,800.28
880		PLT 8 2" RPA ASSEMBLY UDAC STD			
890	2	2 WILKINS 975XL2SEU RPPA WITH UNION BV STRT ELB NO LEAD	EA	1,250.00	2,500.00
900	6	2X24 BRASS NIPPLE USA NO LEAD	EA	118.67	712.02
910	2	2X36 BRASS NIPPLE USA NO LEAD	EA	178.00	356.00
920	4	2 BRASS 90 NO LEAD USA	EA	102.17	408.68
930	2	AEZLV1.5 ENCLOSURE F/1-1/2 & 2 RP ALUM DROP OVER	EA	470.40	940.80
		LJ010024026500			
940	2	B11-777NL 2 BALL CURB FIPT (NO LEAD)	EA	358.24	716.48
950	2	2X12 BRASS NIPPLE USA NO LEAD	EA	56.52	113.04



Bid Proposal for NDOT I-15/TROPICANA DESIGN PACKAGE DD28.7

Bid #: 3581404

Seq#	Qty	Description	Units	Price	Ext Price
960	2	NDS 312BSAND 10 RND SAND VLV BOX 312BSAND	EA	46.55	93.10
970	2	NDS 311CWSAND 10 RND SAND VLV LID M/WATER	EA	22.78	45.56
980	2	2 BRASS COUPLING NO LEAD USA	EA	71.09	142.18
990	2	2 PVC S80 MALE ADPT MIPTXH 836-020	EA	16.45	32.90
		Т	OTAL 2" RPP	A ASSEMBLY	6,060.76
1010	180	2 PVC SCH40 PIPE SWB 20'	FT	1.56	280.80
1020	1	IPS 721 CEMENT BLUE QUART	EA	37.24	37.24
1030	1	PRIMER PURPLE- P70 - QUART	EA	35.75	35.75
1050	2	2 DVC CCH40 00 HVH 40C 020	ГΛ	2.20	4.50
1050	2	2 PVC SCH40 90 HXH 406-020	EA	2.26	4.52
1060	2	2 PVC SCH40 CPLG HXH 429-020	EA	1.35	2.70
			TOTAL DOME	STIC WATER	11,222.05
1090		10X20 STL CASING			
1100	50	20 .312 WALL STL CASING	FT	100.57	5,028.50
1110	7	10" DI X 20" CTN CASING SPACER 11.10 OD X 20" 5/16 WALL	EA	229.82	1,608.74
1120	4	10X20 CASING SPACER 11:10 OD X 20 3/10 WALL	EA	123.07	492.28
1120	4		TOTAL 10X20		7,129.52
				012 0/101110	,,
1140		UDAC PLT 36 2" BLOW-OFF			
1150	2	10 MJ CAP C153 USA	EA	164.65	329.30
1160	1	6 MJ CAP C153 USA	EA	92.50	92.50
1170	2	10 TUFGRIP DI TLD-10 W/ACC USA	EA	157.76	315.52
1180	1	6 TUFGRIP DI TLD-6 W/ACC USA	EA	82.71	82.71
1190	2	J979 10X2 IP D/S BR SAD	EA	220.47	440.94
1200	1	J979 6X2 IP D/S BR SADDLE	EA	153.14	153.14
1210	3	FB1700-7NL 2 BALLCORP MIPXFIP NO LEAD	EA	333.74	1,001.22
1220	3	2X36 BRASS NIPPLE USA NO LEAD	EA	178.00	534.00
1230	3	BLA18-777-TA-NL 2 BLOW OFF BALL VALVE FIPXMIP NO LEAD	EA	407.32	1,221.96
1240	3	2X12 BRASS NIPPLE USA NO LEAD	EA	56.52	169.56
1250	3	2 BRASS COUPLING NO LEAD USA	EA	71.09	213.27
1260	3	TYLER G5 CI BOX DOMESTIC	EA	152.32	456.96
1270	3	G5C CI VB LID MK: WATER USA	EA	152.32	456.96
		TOTAL PLI	36 BLOWOF	F ASSEMBLY	5,468.04
1290		HYDRANT ASSEMBLY			
1300	1	10X6 FLG RED C110 USA	EA	674.33	674.33
1310	2	10X6 MJXFLG TEE C153 USA	EA	592.00	1,184.00
1320	1	6 MJ 90 C153 USA	EA	180.38	180.38
1330	3	6 A2361-19EDS FLGXMJ RW GV OL EVERDUR STEM 060A236119LN9000	EA	983.80	2,951.40
1340	3	564-A LVVWD USA V/B COMPLETE	EA	213.82	641.46
1380	72	6 TJ CL53 DI PIPE	FT	36.58	2,633.76
1390	1	20X340 POLYWRAP BLK 3-8 DIP 8MIL PERF 20' PER FOOT	FT	0.44	0.44
1400	3	2X100 TRANTEX TAPE VID10 PER ROLL	EA	5.00	15.00
1410	1	3' VLV EXT STEM F/2"NUT	EA	184.06	184.06
1420	1	4' VLV EXT STEM F/2" NUT	EA	184.06	184.06
1430	2	1056-55 5 CI/PVCXCI/PVC CPLG	EA	11.23	22.46
1440	1	5 CI SOIL PIPE NO HUB 10'	PC	249.50	249.50
1450	2	A423 5-1/4VO HYD 5'0"B 6MJ LV 3W, 1-4", 2-2-1/2", 1-1/8" NUT	EA	3,141.24	6,282.48
1460	1	6 MJXFLG 90 C153 USA	EA	305.25	305.25



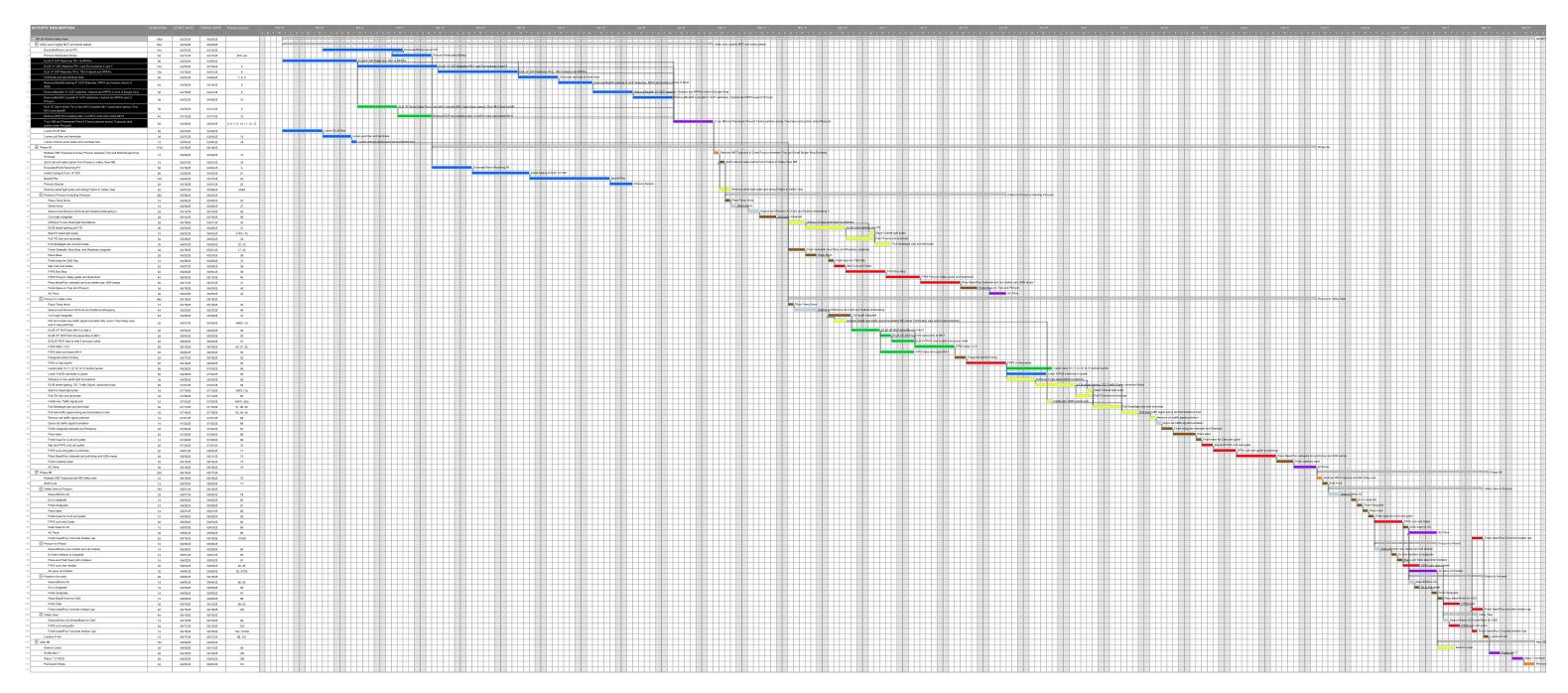
Bid Proposal for NDOT I-15/TROPICANA DESIGN PACKAGE DD28.7

Bid #: 3581404

Seq#	Qty	Description	Units	Price	Ext Price
1470	1	6 FLGXFLG DI PIPE 3' USA	EA	858.75	858.7
1480	1	A423 5-1/4VO HYD 3'6"B 6F VERT FLG VERTICAL SH 3W, 1-1/8 NUT	EA	3,208.11	3,208.1
		423-528534			
1490	1	10-12" FLG BLT KIT PLATED DOM	EA	73.07	73.0
1500	1	10X1/8 SBR FLANGE TYTE FF GSKT NSF61 APPROVED	EA	24.00	24.0
1510	5	6 FLANGE BOLT KIT PLT DOMESTIC	EA	30.59	152.9
1520	5	6X1/8 SBR FLANGE TYTE FF GSKT NSF61 APPROVED	EA	15.34	76.7
1530	4	10 TUFGRIP DI TLD-10 W/ACC USA	EA	157.76	631.0
1540	3	6 DI 3106P BELL RESTRAINER (I) STAR SGDPGF06-NEW INSTALL	EA	126.12	378.3
1550	6	6 TUFGRIP DI TLD-6 W/ACC USA	EA	82.71	496.2
		TOT	AL HYDRAN	IT ASSEMBLY	21,407.8
			T	OTAL WATER	124,599.0
1570		ABANDONMENTS			
1580		WATER MAIN ABANDONMENTS			
1590	1	8 UT PLUG C153 USA	EA	149.06	149.0
1600	2	4410000722931-B OMNI CPLG	EA	466.50	933.0
1610		OD RNG: 6.90" - 7.22" USA,			
1620		5" SLV, FLEXI-COAT,			
1630		BUNA-N GSKT, COM 304SS BLT/NUT			
1640	2	6 UT PLUG C153 USA	EA	111.55	223.1
1660		SERVICE LATERAL / RPPA ABANDONMENTS			
1670		QUOTING 2" SERVICE ABANDONMENTS TO COVER COST, GC TO VERIFY			
1680		SUBJECT TO CHANGE			
1690	4	C84-77-NL 2 CPLG MIPXPJCTS NO LEAD	EA	105.99	423.9
1700	13	2 BRASS CAP NO LEAD USA	EA	56.14	729.8
1720		FIRE HYDRANT ABANDONMENTS			
1730	3	4410000722931-B OMNI CPLG	EA	466.50	1,399.5
1740		OD RNG: 6.90"-7.22" USA,			,
1750		5" SLV, FLEXI-COAT,			
1760		BUNA-N GSKT, COM 304SS BLT			
1770	8	6 UT PLUG C153 USA	EA	111.55	892.4
			OTAL ABAI	NDONMENTS	4,750.8
				Sub Total	129,349.9
				Tax	10,833.0
				Total	140,182.98

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

smartsheet



Exported on September 18, 2024 11:28:51 AM PDT
Page 1 of 1

Exhibit D Non-Revocable Permit

765

When Recorded Return to:

Name Company Address

Fee:	Permit No.:
Milepost:	District No.:
System No.:	
Applicant:	
Type of Work:	

FOR DEPARTMENT USE ONLY

NON-REVOCABLE PERMIT FOR OCCUPANCY OF NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY

(Under the provisions of NRS 408.423 and NAC 408)

rk; capacity or size of facility; stages and time start and completion. Attach 4 sets of detailed
_

Rev. 11/2014

- 3. PERMITTEE hereby acknowledges that he has read and received a copy of the specific Terms and Conditions Relating to Right-of-Way Occupancy Permits issued by the State of Nevada Department of Transportation.
- 4. SPECIFIC TERMS AND CONDITIONS APPURTENANT TO THIS PERMIT ARE LISTED ON PAGE 3.
- 5. THE PERMIT SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.

Name of PERMITTEE (Type or Print)	Signature of PERMITTEE	
Address	Title	Phone No.
City, State, Zip	Date of Application	
() () Phone No. Fax No. or E-mail	Permittee's I.D. No. or	Parcel No.

ADDITIONAL TERMS AND CONDITIONS

- 1. The provisions of NRS 408.423 (1) pertaining to costs, and the provisions of NRS 408.423 (3), do not apply to this Permit.
- 2. PERMITTEE has established prior rights within NDOT Right of Way.
- 3. If PERMITTEE's facilities that are subject of this Permit must be relocated, adjusted or protected, STATE OF NEVADA or its successors shall pay PERMITTEE's costs to relocate, adjust, or remove those facilities. STATE OF NEVADA or its successors, at STATE OF NEVADA's or its successor's expense, shall provide or reimburse PERMITTEE's costs (including attorney's fees) associated with acquiring replacement occupancy rights for the relocated or adjusted facilities in PERMITTEE's name, which rights shall not be less than the rights originally granted to PERMITTEE and pursuant to paragraph 4 below.
- 4. PERMITTEE agrees to comply with all of NDOT's specifications and traffic control requirements.

This Non-revocable Right-of-Way Occupancy permit is granted to the PERMITTEE in accordance with the provisions of Chapters 408 NRS and NAC 408, and is subject to the terms and conditions stipulated to perform the work described.

	Dated this	day of	, 20
	STATE OF NI TRANSPORT	EVADA, DEPARTN ATION	MENT OF
	Ву		
		Director	or District Engineer
Name of Company			
By			

Rev. 11/2014

<mark>Name</mark> Title

STATE OF NEVADA)) ss.	
COUNTY OF		
This instrument	was acknowledged before me on	, 20,
by	as	
of the STATE OF NEVA	ADA, DEPARTMENT OF TRANSPORTA	ATION.
	NOTARY F	PUBLIC
STATE OF NEVADA COUNTY OF)) ss.)	
	was acknowledged before me on	
by		
S E A L	NOTARY F	PUBLIC

Exhibit E Quit Claim Deed and Legal Description

890

Ptn of APN: 162-20-401-010 Project: SPSR-0593 (004)

E.A.: 74398 Parcel: 1PE2

AFTER RECORDING RETURN TO: NEVADA DEPT. OF TRANSPORTATION RIGHT-OF-WAY DIVISION ATTN: STAFF SPECIALIST, PM 1263 S. STEWART ST. CARSON CITY, NV 89712

MAIL TAX STATEMENTS TO: LAS VEGAS VALLEY WATER DISTRICT 1001 SOUTH VALLEY VIEW BLVD LAS VEGAS, NV 89153

LEGAL DESCRIPTION PREPARED BY: GREGORY A. BIGBY, P.L.S. NEVADA DEPT. OF TRANSPORTATION RIGHT-OF-WAY DIVISION 1263 S. STEWART ST. CARSON CITY, NV 89712

QUITCLAIM DEED

THIS DEED, made this _____ day of ______, 20___, between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called "GRANTOR", and LAS VEGAS VALLEY WATER DISTRICT, a Quasi-Municipal Corporation, hereinafter called "GRANTEE",

WITNESSETH:

That said GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America and other good and valuable consideration, the receipt whereof is hereby acknowledged, and acting in accordance with the provisions of Chapter 408 of the Nevada Revised Statutes, does hereby remise, release and forever quitclaim unto the said GRANTEE all of the right, title and fee interest of said GRANTOR in and to that certain real property described on Exhibit "A" attached hereto and made a part hereof.

It is the intent of this instrument to convey and it does convey all that land described as Parcel 1PE2 in that certain DEED OF DONATION OF PERMANENT EASEMENT, filed for record on December 20, 2024, as Instrument No. 20241220-0000738, in Official Records of Clark County, Nevada.

executed and its seal to be hereunto affixed th	e day and year first above written.
S T A T E	STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION
S E	Tracy Thomason Larkin, Director
A L	REVIEWED AND RECOMMENDED BY:
	Craig Reynoldson, Chief Right-of-Way Agen
	APPROVED FOR LEGALITY AND FORM:
	Shane Chesney, Deputy Attorney General
STATE OF NEVADACOUNTY	
	onally known (or proved) to me to be the
who subscribed to the above instrument for the authorization of Nevada Revised Statutes, Cha	pter 408.205; that he or she affirms that the seal partment; and that said instrument was executed
	IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
Legal Description verified against Right-of-Way Plans (Agent's Initials)	

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be

LEGAL DESCRIPTION PREPARED BY:

GREGORY A. BIGBY, P.L.S.

NEVADA DEPT. OF TRANSPORTATION

RIGHT-OF-WAY DIVISION

1263 S. STEWART ST.

CARSON CITY, NV 89712

EXHIBIT "A" LEGAL DESCRIPTION

Ptn of APN: 162-20-401-010

Project: SPSR-0593 (004)

E.A.: 74398

Parcel: 1PE2

Situate, lying and being in the County of Clark, State of Nevada, and more particularly

described as a portion of the SW 1/4 of the SW 1/4 of Section 20, T. 21 S., R 61 E., M.D.M.,

further described as a portion of LOT 2, shown and delineated on that certain PARCEL MAP

filed for record on December 05, 1994, as Instrument No. 00825, File No. 80, Page 94 in Official

Records, Clark County, Nevada, and more fully described by metes and bounds as follows:

BEGINNING at a point on the westerly right-of-way line of Procyon Street, a distance of 267.78

feet left of and at right angles to the centerline of said Tropicana Avenue at Highway Engineer's

Station "TR" 15+53.44 P.O.T.; said point of beginning further described as bearing

N. 64°54'28" E., a distance of 660.68 feet from a BRASS CAP, accepted as the Section Corner

common to Sections 19, 20, 29 and 30, shown and described as "TYPE II MONUMENT

STAMPED PLS 11174" in that certain Record of Survey filed for record on October 29, 2020,

as Instrument No. 03327, File No. 219, Page 45 in Official Records, Clark County, Nevada;

thence S. 89°40'00" W., a distance of 22.86 feet;

thence departing said westerly right-of-way line, N. 00°20'00" W., a distance of 19.03 feet;

Page 1 of 2

1/3/2025

thence N. 89°40'00" E., a distance of 22.90 feet to the westerly right-of-way line of said Procyon Street;

thence along said westerly right-of-way line, S. 00°13'20" E., a distance of 19.03 feet to the POINT OF BEGINNING;

Said parcel contains an area of 435 square feet (0.01 acres).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM NAD 83/94 DATUM, East Zone as determined by the State of Nevada, Department of Transportation.

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

Subject: Agreement	
Petitioner:	

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign a bolstering main agreement between the Sanchez Family Trust and the District for installation of water facilities as part of the 4330 Cameron Street Project, in an amount not to exceed \$479,943; and authorize the General Manager, or his designee, to sign future bolstering main agreements, in substantially the same form as attached hereto, pertaining to the construction of new water facilities for District paid reimbursements that do not exceed \$500,000.

Fiscal Impact:

The requested \$479,943 is available in the District's Capital Budget. Funds for future year expenditures will be budgeted accordingly.

Background:

The Sanchez Family Trust (Trust) has submitted plans to the District to install an offsite water main within the District's 2420 Pressure Zone for the 4330 Cameron Street Project No. BOLS 141999 (Project). The Project is located on the east side of Cameron Street, north of University Avenue. To ensure the orderly development of the District's distribution system, the District recommends that 789 linear feet of 8-inch diameter bolstering pipeline be installed by the Trust in Cameron Street, south of Rochelle Avenue, and in University Avenue, north of Harmon Avenue.

If approved, the attached Bolstering Main Agreement No. BOLS 141999-A (Agreement) provides the terms and conditions for the Trust to design and install the water facilities, as generally shown on Exhibit A of the Agreement, and for the District to reimburse the Trust for the construction of the bolstered pipeline. The requested \$479,973 includes a 10 percent contingency and would cover those reimbursement costs. In addition, the Board of Directors would authorize the form of the attached to be used for future bolstering main agreements, which provides the terms and conditions for project construction and reimbursement to developers on these projects. As part of this approval, the General Manager, or his designee, would be authorized to execute bolstering main agreements for amounts not to exceed \$500,000.

This agreement is being entered into pursuant to 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.

JJE:DJR:JLB:ND:jlc

Attachment: Disclosure, Agreement



LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Corporate/Business EntityName:

Trust	
SBE	
0	

Doing Business As:

Street Address:8129 Moonstone CircleCity, State, and Zip CodeLas Vegas, NV 89128

Website:

Contact Name:Erick SanchezContact Email:erick@gdclv.comTelephone No:(702) 367-2512

Fax No:

Nevada Local Business Information (if applicable)

Local Street Address:

Local Website:
Local Contact Name:
Local Contact Email:
Telephone No:
Fax No:

BUSINESS ENTITY OWNERSHIP LIST

Sanchez Family Trust

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):

Additional Supplemental Information to be Attached? No

Number of Board members/Officers?

Number of Owners? 4

Names, Titles and Percentage Owned:

		% Owned	
Full Name	Title	(Not required for Publicly Traded Corporations/Non-profit organizations)	
Margaret Sanchez	member	25	
Ramon Sanchez	member	25	
Erick Sanchez	member	25	
Monica Sanchez	member	25	

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

- A. 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)?
- B. 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?

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

Category A/B Business Owner/Principal Name LVVWD/SNWA/SSEA Employee/Official and Job Title Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official Employee's/Official's Department

Business Entity 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: Erick SanchezRamon Sanchez
Signer Title: memberManaging Member

Signer Email: erick@gdclv.comramon@gdclv.com

Signed Date: 12/16/2024

E-signed Acknowledgement: Yes

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):

- _ Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?
- _— Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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>Canales Ruiz, Julia</u> Signature <u>Canales Ruiz, Julia</u> <u>Development Services Assoc I</u> Print Name/Title

<u>12/18/2024</u> Date Must be executed by Developer and returned to the District on or before: 02/27/2025

BOLSTERING MAIN EXTENSION AGREEMENT

THIS AGREEMENT, made and entered into by and between the Las Vegas Valley Water District, a political subdivision of the State of Nevada, whose address is 1001 South Valley View Boulevard, Las Vegas, Nevada 89153, hereinafter called "District", Party of the First Part, and **Sanchez Family Trust**, whose address is 8129 Moonstone Circle, Las Vegas, Nevada 89128-7717, hereinafter called "Developer", Party of the Second Part, WITNESSETH:

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; and

WHEREAS, the Developer is the owner of the property generally located on Cameron Street north of University Avenue, and further referenced as Clark County Assessor's Parcel Number(s) 162-19-202-002; and

WHEREAS, the Developer is engaged in the development of the above-described real property and is desirous of installing water facilities to said property; and

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; and

WHEREAS, the District is desirous of bolstering a portion of the required pipeline to provide for the orderly development of the District's distribution system; and

WHEREAS, the District is requesting that the Developer install the bolstering pipeline to provide for the orderly development of the District's distribution system; and

WHEREAS, the Developer is willing to construct at its sole cost and expense the water facilities and appurtenances.

Now, this Agreement WITNESSETH:

ARTICLE I

DEVELOPER AGREES:

- 1. That no real property shall receive a water commitment from the District by virtue of the design and construction of the water facilities described below. Nothing in this Agreement or any actions taken pursuant to this Agreement shall commit water service to the property described herein. Further, nothing in this Agreement commits or reserves water capacity in the bolstering pipeline being constructed or in the District's water system. This Agreement does not grant the Developer any property right in a water service to any of the Developer property. Water service and water connections are governed by the District 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 pipeline 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.
- 2. That the water facilities are sized to ultimately provide water service to development other than that described herein, but that such development shall not receive a water commitment from the District by virtue of the construction of water facilities.

Bolstering Main Extension Agreement Las Vegas Valley Water District Apttus Agreement No. 012826.0 3. At the Developer's sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of 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 leaves the piping owned by the District hereinafter called "water facilities", shown on that certain plan or plans, entitled:

4330 CAMERON STREET

Utility Plan

- 4. That said water facilities shall be constructed in the locations shown, and in accordance with the abovementioned plan or plans, as approved by the District, and in conformance with District specifications.
- 5. That all work shall be subject to inspection by an authorized representative of the District and the District shall be notified sufficiently in advance of any work to be undertaken, in order that necessary inspection can be arranged.
- 6. If required as a condition of the District's Service Rules, the Developer 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.
- 7. To 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, construction of the water facilities identified in Article I, paragraph 1 above, and service connection audits for billing.
- 8. At the Developer's sole cost and expense, to perform all survey work necessary to ensure installation of the water facilities at the location and to the grades called for in the plans.
- 9. At the Developer's sole cost and expense, to disinfect and pressure test all water facilities to the satisfaction of the District and the health authorities having jurisdiction.
- 10. That 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.
- 11. 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 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 Developer may submit to the District a written request for a waiver of this requirement pursuant to the District's Service Rules.
- 12. To 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 plan 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.
- 13. Should any defective material or workmanship affecting the water facilities installed by the Developer be disclosed within one (1) year of the date of completion and acceptance of the water facilities 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, 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. Any corrective actions by the Developer shall themselves be warranted for a one (1) year period. If the Developer fails to reimburse the District for the cost of repairs, subsequent projects will not be approved until all reimbursements are paid.

- 14. That upon completion of construction of the work and acceptance of the work by the District, to furnish a Bill of Sale for the water facilities identified in Article I, paragraph 1 above, conveying to the District all rights, title, and interest in all the water facilities and to certify that the water facilities will be free of liens and other encumbrances.
- 15. That any 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, may be used by the District to deliver water to real property other than that of the Developer.
- 16. That any 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 Developer.
- 17. To indemnify, defend and hold the District 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 during the construction and installation of the water facilities. As a material part of the consideration for this Agreement, the Developer hereby assumes all risk of injury to persons and damage to property resulting from the construction of the water facilities from any source and to whomever belonging, except to the extent caused by willful or negligent acts of the District or its agents and hereby waives all claims in respect thereof against the District and agrees to defend and hold the District harmless from and against any such claims by others. The District shall not be liable or responsible for the loss of or damage to any of the Developer's property, or that of its employees, customers or invitees, resulting from burglary, theft or vandalism; nor shall the District be liable for loss of or damage or injury to persons or property occurring during the construction of the water facilities for any cause, or under any circumstances, except to the extent caused by or resulting from the willful or negligent acts of the District or its agents.
- 18. That 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 Care Division.
- 19. If the District discovers that water is being taken through an unmetered service connection, the Developer shall pay, within twenty-four 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 they may be charged with for the taking of water.
- 20. That 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, no water may be taken from the water facilities installed under this agreement. This agreement does not grant the Developer any property right in a water service to the subject property. The Developer further agrees to be bound by any current or future water commitment regulation which the District may establish.
- 21. That the Developer and their officers, employees, agents, contractors, licensees or invitees, at the Developer's sole cost and expense, 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.

Bolstering Main Extension Agreement Las Vegas Valley Water District Apttus Agreement No. 012826.0

- 22. That the Developer is fully responsible for ensuring no harm comes to any tortoises found on the work site, unless it is unavoidable. Tortoises will not be intentionally killed, harmed or taken for private use. In the event that a desert tortoise is encountered on the work site, the Clark County Pick-up Service shall be called at (702) 593-9027.
- 23. That in the event of abandonment or cessation of construction of the water facilities for one year, prepaid installation fees and other charges 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.
- 24. That 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.
- 25. That the Developer or his successors and assigns will make a separate application for water service from the water facilities described in Article I, paragraph 1 above, in accordance with the District's Service Rules in effect at that time.

ARTICLE II

DISTRICT AGREES:

- 1. That upon completion of construction of the water facilities, acceptance of same by the District, and fulfillment by the Developer of all requirements of this Agreement to 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.
- 2. That construction water may be provided through metered fire hydrants in accordance with the District's Service Rules.
- 3. If required as a condition of the District's Service Rules, to refund to the Developer 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.
- 4. To refund to the Developer the sum of Four Hundred Thirty-Six Thousand Three Hundred Twelve and no/100 dollars (\$436,312.00), which is the District construction plan participation cost for 973 linear feet of 8-inch diameter bolstering pipeline, described in Article III, paragraph 2, herein below, located in La Cienega Avenue and Neal Avenue. The true final cost of the District required 8-inch main shall be the cost allowance as stated in Section 9 of the District's Service Rules in force on the effective date of this Agreement, the product of 973 linear feet of 8 inch bolstered main constructed as identified in Exhibit I, multiplied by \$448.42. The aforementioned refund shall be made only upon (1) acceptance of the facilities by the District and (2) delivery of an acceptable Bill of Sale.

ARTICLE III

IT IS MUTUALLY AGREED:

- 1. The above-described property shall have no water commitment by virtue of the installation of the water facilities. Future use of said facilities requires that a water commitment be obtained from the District before the facilities can be utilized.
- 2. That the Developer shall effect the construction of the 973 linear feet of 8-inch diameter bolstering pipeline as depicted in Exhibit I. Said bolstering pipeline shall be considered a part of the 4330 Cameron Street project. The Developer's engineer shall design said bolstering pipeline and include it in drawings and specifications for the construction of the 4330 Cameron Street project. The Developer shall pay all costs relative to the design and

Bolstering Main Extension Agreement Las Vegas Valley Water District Apttus Agreement No. 012826.0 construction of the bolstering pipeline until such time as it, along with the remainder of the 4330 Cameron Street project, is accepted by the District. Reimbursement to the Developer for the construction thereof shall be set forth in Article II, paragraph 4, herein above.

- 3. That this Agreement shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns. To assure District recognition of an assignment from one developer/owner to another, a District provided assignment form should be completed, and a fully executed duplicate original should be returned to the District.
 - 4. That the effective date of this Agreement is the date that the Agreement is formally executed by the District.
- 5. That this Agreement shall terminate if construction of the water facilities covered by the plan or plans identified in Article I, paragraph 1, of this Agreement is not started within one (1) year from the date of District approval of said plan or plans; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion within two (2) years from the date of plan approval. Termination under this paragraph shall occur upon the District's written notice that the Developer has not followed the conditions of this Agreement.
- 6. That all 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.
- 7. That if this Agreement terminates in accordance with Article III, paragraph 4, of this Agreement, right, title and interest of all or any portion of 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.
- 8. That 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 facilities, if retained in place, may require that a new water commitment be obtained before the facilities can be utilized.
- 9. That for the purpose of making refunds or any notifications that may be required by this Agreement, the Developer's address is as identified on page 1 of this Agreement, and it is the Developer's responsibility to notify the District in writing of a change in address.
- 10. That noncompliance or violation of the District's Service Rules or any provision of this Agreement by the 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 without challenge by the Developer and without liability for any damages caused by said revocation.
- 11. That all parties are acquainted with the provisions of the applicable District Service Rules in force on the effective date of this Agreement.
- 12. That failure of the District to enforce any provision of this Agreement shall not constitute a waiver by the District, and the District may choose to enforce any breach of this Agreement at any time.
- 13. That this agreement may be recorded by the District as an "Official Record" in the office of the Recorder for Clark County, Nevada.
- 14. This Agreement is intended solely for the benefit of the District and the Developer and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any promise by the District to refund connection charges to the Developer is solely for the benefit of the Developer.
 - 15. The laws of the State of Nevada shall govern as to the interpretation, validity and effect of this Agreement.

- 16. That 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.
- 17. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall 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 date of the last signature below.

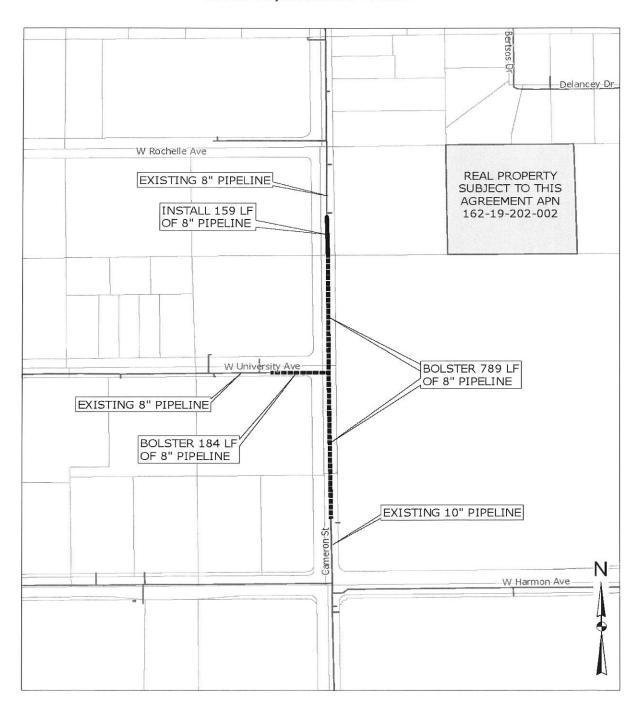
SANCHEZ FAMILY TRUST	LAS VEGAS VALLEY WATER DISTRICT
Ramon S. Sanchez, Trustée	John J. Entsminger General Manager
in late	General Manager
12/9/2024	Data
Date	Date
Margaret W. Sanchez, Trustee	
12-9-2024	
Date	

APPROVED AS TO FORM:

Gregory J. Waich, General Counsei Las Vegas Valley Water District

EXHIBIT A

BOLSTERING MAIN AGREEMENT 4330 Cameron Street LVVWD Project No. BOLS 141999-A



LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

0 1	• 4
NIII	NIACT.
Su k	ject:

Retirement Plan Subcommittee

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors select three directors to serve on the District's Retirement Plan Subcommittee

Fiscal Impact:

None by approval of the above recommendation.

Background:

In 1959, the Board of Directors approved the Las Vegas Valley Water District Retirement Plan (Original Plan). In 1986, the Original Plan was amended to include a Retirement Plan Subcommittee (Subcommittee), among other changes. On January 1, 2014, the Original Plan was replaced by the Las Vegas Valley Water District Retirement Plan (Plan). The Plan, which retained the Subcommittee, remains in effect at the present time. The Subcommittee consists of three directors from the Board and receives updates from staff and Plan-related consultants regarding Plan operations, and, in turn, makes recommendations to the Board as it deems appropriate. On August 5, 2014, the Board voted to institute at least annual meetings of the Subcommittee to review Plan financials and related issues. Directors Marilyn Kirkpatrick, Jim Gibson and Justin Jones served on the District's Retirement Plan Subcommittee through calendar year 2024.

At this time, the Board is being asked to select three directors to serve on the Subcommittee through December 2026.

This action is authorized pursuant to Section 10.1 of the Plan, NRS Chapter 287, and Section 9 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

JJE:CNP:AMB:KH:JB:db Attachments: None

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

Subject:

Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors award a contract for the replacement of permanent pavement and concrete appurtenances at locations within easements or rights-of-way defined by individual District work orders to Sunrise Paving, Inc., in the amount of \$4,999,750, authorize a change order contingency amount not to exceed \$490,000, authorize up to two additional renewal terms, 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:

Commitment No. 012540 (9999L) Miscellaneous Pavement Replacement Services – Phase II is for the replacement of permanent pavement and concrete appurtenances at locations within easements or generally within large rights-of-way defined by individual work orders. The work includes performing the required repairs as specified, providing photographs showing all elements of completed work, and coordinating all inspections and acceptance by agencies having jurisdiction to ensure close out of applicable encroachment permits.

Sealed bids were received and publicly opened on November 6, 2024. A tabulation of the bids received is listed below:

Sunrise Paving, Inc. \$4,999,750 J & J Enterprises Services, Inc. \$6,618,580

The Sunrise Paving, Inc., (Sunrise) proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for Sunrise to accept and agree to all contract terms. Sunrise 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:TS:evw

Attachments: Disclosure, Agreement



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:

Corporate/Business EntityName: Sunrise Paving Inc.

Doing Business As:

Street Address: 6029 S Fort Apache Road Suite 100

72

City, State, and Zip Code Las Vegas, Nevada 89148

Website: sunrise paving inc
Contact Name: Joanne Frances Araiza

Contact Email: jaraiza@sunrisepaving.com

Telephone No: (702) 451-3309 **Fax No:** (702) 451-2760

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):

Additional Supplemental Information to be Attached?

Number of Board members/Officers?

Number of Owners? 1

Names, Titles and Percentage Owned:

Full Name

Title

(Not required for Publicly Traded Corporations/Non-profit organizations)

Glenn Warren Owner 100

1

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

- A. 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)?
- B. 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?

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

Category Business Owner/Principal LVVWD/SNWA/SSEA Employee/Official Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official Employee/official Employee's/Official's Department

Business Entity 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: Joanne Araiza
Signer Title: Controller

Signer Email: jaraiza@sunrisepaving.com

Signed Date: 12/2/2024

E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

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

- _— Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?
- _— Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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.

Worfolk, EdwardSecretarySignaturePrint Name/Title

<u>12/16/2024</u> 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 Sunrise Paving, 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 PAVING REPLACEMENT SERVICES -

PHASE II

Project No: R8703

Commitment No: 012540.0

Public Works Project Identifying Number: CL-2025-088

- 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. Agreement
 - c. Bidder Statement of Authority to Submit Bid Form and accompanying Documents
 - d. Bid Form
 - e. Bonds
 - f. Drawings
 - g. General Conditions
 - h. General Requirements
 - i. Instructions to Bidders
 - j. Invitation to Bid and Legal Notice
 - k. Notice of Award

- I. Notice(s) to Proceed
- m. Permits
- n. Supplementary Conditions
- o. Technical Specifications
- 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.

END OF DOCUMENT

IN WITNESS WHEREOF:

	[CONTRACTOR'S NAME]
	Sunrise Paving, 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:
	Laure Fell travering
	Attorney for Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

Subject:

Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors award a contract for the replacement of permanent pavement and concrete appurtenances at locations within easements or rights-of-way defined by individual District work orders to J & J Enterprises Services, Inc., for the amount of \$3,473,842, authorize a change order contingency amount not to exceed \$340,000, authorize up to two additional renewal terms, 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:

Commitment No. 012539 (9999L) Pavement Replacement Services – Phase I is for the replacement of permanent pavement and concrete appurtenances at locations within easements or generally within small rights-of-way defined by individual work orders. The work includes performing the required repairs as specified, providing photographs showing all elements of completed work, and coordinating all inspections and acceptance by agencies having jurisdiction to ensure close out of applicable encroachment permits.

Sealed bids were received and publicly opened on November 6, 2024. A tabulation of the bids received is listed below.

J & J Enterprises Services, Inc. \$3,473,842 Sunrise Paving, Inc. \$5,992,450

The J & J Enterprises Services, Inc. (J&J), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for J&J to accept and agree to all contract terms. J&J 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:TS:evw

Attachments: Disclosure, Agreement



Employed:

Website:

Fax No:

Fax No:

Contact Name:

Contact Email:

Telephone No:

Local Website:

Local Street Address:

Local Contact Name: Local Contact Email: Telephone No:

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

Privately Held Corporation

J&J Enterprises Services, Inc.

5920 W. Cougar Ave.

jandjasphalt.com

(702) 361-2914

(702) 361-2823

Rod Lefler

Las Vegas, Nevada 89139

rod@jandjasphalt.com

190

Business Entity Information

Business Designation Group:

Number of Clark County Residents

Corporate/Business EntityName:

Nevada Local Business Information (if applicable)

Business Entity Type:

Doing Business As: Street Address:

City, State, and Zip Code

that information should be included in lieu of listing the parties).	
Entities include all business associations organized under or gover but not limited to private corporations, close corporations, foreign limited partnerships, and professional corporations.	,
Publicly-traded corporations and non-profit organizations sha disclosing the names of individuals with ownership or financial in	•
No Ownership More than Five Percent (5%) Statement ((if applicable):
Listed Disclosures Below (additional supplemental information	n may be attached, if necessary):
Additional Supplemental Information to be Attached?	No
Number of Board members/Officers?	
Number of Owners?	1

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

Names, Titles and Percentage Owned:

		% Owned
Full Name	Title	(Not required for Publicly Traded Corporations/Non-profit organizations)
Joseph Wyson	President	100
Joseph Wyson	President	100
Jana Wyson	Corporate Secretary	0
Sarah Wadsworth	Treasurer	0
Timothy Wyson	General Manager	0

0/ 0-----

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

- A. 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)?
- B. 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?

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

Category A/B Business Owner/Principal Name LVVWD/SNWA/SSEA Employee/Official and Job Title Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official Employee's/Official's Department

Business Entity 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: Rod LeflerMelissa Perry
Signer Title: EstimatorFinance Manager

Signer Email: rod@jandjasphalt.commelissa@jandjasphalt.com

Signed Date: 12/13/2024

E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

Y_No Disclosure or Relationship is noted above or the section is not applicable.

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

_— Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_— Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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>Ono Siou Matsura, Shannon</u> Signature Ono Siou Matsura, Shannon Construction Division Mgr Print Name/Title

12/16/2024 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 <u>J & J Enterprises Services, Inc.</u>

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 PAVING REPLACEMENT SERVICES -

PHASE I

Project No: L0010

Commitment No: 012539.0

Public Works Project Identifying Number: CL-2025-087

- 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. Agreement
 - c. Bidder Statement of Authority to Submit Bid Form and accompanying Documents
 - d. Bid Form
 - e. Bonds
 - f. Drawings
 - g. General Conditions
 - h. General Requirements
 - i. Instructions to Bidders
 - j. Invitation to Bid and Legal Notice
 - k. Notice of Award

- I. Notice(s) to Proceed
- m. Permits
- n. Supplementary Conditions
- o. Technical Specifications
- 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]
	J & J Enterprises Services, Inc.
By:	
	Signatory Empowered to Bind Contractor
	Type or Print Name
	Official Title
By:	LAS VEGAS VALLEY WATER DISTRICT
·	John J. Entsminger General Manager (or Designee)
	Approved as to Form:
	Pauc & Andering
	Attorney for Las Vegas Valley Water District

END OF DOCUMENT

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

Subject:

Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors award a contract to install an emergency pipeline and pressure reducing valves connecting two service zones to Menichino Construction LLC in the amount of \$1,795,325, authorize a change order contingency amount not to exceed \$170,000, 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:

Commitment No. 010183 for Project 2335L, 2150 Zone & Christy Lane Emergency Pressure Reducing Valves, is for the installation of 1,950 feet of 8-inch and 12-inch diameter pipeline and two Pressure Reducing Valves to provide an emergency connection between the City of North Las Vegas 2260 Pressure Zone and the District 2150 Pressure Zone located as generally shown on Attachment A.

Sealed bids were received and publicly opened on October 31, 2024. A tabulation of the base bids received is listed below.

Menichino Construction LLC	\$1,795,325
Harber Company, Inc., dba Mountain Cascade of Nevada	\$1,924,500
Lone Mountain Excavation & Utilities, Inc.	\$2,130,500

The Menichino Construction LLC (Menichino) proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for Menichino to accept and agree to all contract terms. Menichino is a Nevada corporation located in Henderson, 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:TS:evw

Attachments: Attachment A, Disclosure, Agreement

ATTACHMENT A

CONCEPTUAL ROUTE MAP 1





LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Limited Liability Company

Menichino Construction LLC

henderson, nevada 89044 menichinoconstruction.com

vince.menichino@menichinoconstruction.com

3001 savella avenue

Vince Menichino

(702) 370-3319

43

Business Entity Information

Business Designation Group:

Number of Clark County Residents

Corporate/Business EntityName:

Nevada Local Business Information (if applicable)

Business Entity Type:

Doing Business As: Street Address:

City, State, and Zip Code

Employed:

Website:

Fax No:

Contact Name:

Contact Email:

Telephone No:

Local Website:

Local Street Address:

Local Contact Name: Local Contact Email:

Telephone No:
Fax No:
BUSINESS ENTITY OWNERSHIP LIST
All entities, with the exception of <i>publicly-traded corporations</i> and <i>non-profit organizations</i> , 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. (<i>If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties</i>).
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):
Additional Supplemental Information to be Attached?
Number of Board members/Officers?
Number of Owners?

Names, Titles and Percentage Owned:

Full Name

Title

(Not required for Publicly Traded Corporations/Non-profit organizations)

Vincent Menichino President 100

Vincent Menichino President 100

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

- A. 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)?
- B. 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?

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

Category Business Owner/Principal Name A/B Business Owner/Principal Name and Job Title Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official LVVWD/SNWA/SSEA Employee/Official Employee's/Official's Department

Business Entity 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: Vincent Menichino

Signer Title: President

Signer Email: vince.menichino@menichinoconstruction.com

Signed Date: 11/26/2024

E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

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

- _ Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?
- _— Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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>Ono Siou Matsura, Shannon</u> Signature Ono Siou Matsura, Shannon Construction Division Mgr Print Name/Title

11/26/2024 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 Menichino Construction LLC

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:

Owner has awarded to Contractor the Contract for:

Title: 2150 ZONE & CHRISTY LANE EMERGENCY PRVS (C1521)

Project No: 2335L Commitment No: 010183

Public Works Project Identifying Number: CL-2024-505

- 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. Agreement
 - c. Bidder Statement of Authority to Submit Bid Form and accompanying Documents, including without limitation, Affidavit Pertaining to Preference Eligibility
 - d. Bid Form
 - e. Bonds
 - f. Drawings
 - g. General Conditions
 - h. General Requirements
 - i. Instructions to Bidders
 - j. Invitation to Bid and Legal Notice

- k. Notice of Award
- I. Notice(s) to Proceed
- m. Permits
- n. Supplementary Conditions
- o. Technical Specifications
- 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.

END OF DOCUMENT

IN WITNESS WHEREOF:

	[CONTRACTOR'S NAME]
	Menichino Construction LLC
Ву:	
	Signatory Empowered to Bind Contractor
	Type or Print Name
	Official Title
	LAS VEGAS VALLEY WATER DISTRICT
	LAS VEGAS VALLET WATER DISTRICT
Ву:	
_ , .	John J. Entsminger
	General Manager (or Designee)
	Approved as to Form:
	James Jak Lodering
	Attorney for Las Vegas Valley Water District

00 52 00-2 Agreement

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

Su	hi	ec	t:
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Award of Bid

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors award a bid for the purchase of meter boxes and lids to Ferguson Enterprises, LLC, authorize an initial annual amount not to exceed \$3,000,000, authorize line item price increases of up to 3 percent per year, authorize a 5 percent contingency year over year for product volume increases, and authorize the General Manager to sign the purchase agreement.

Fiscal Impact:

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

Background:

Bid No. 012747 - Supply Contract for Meter Boxes and Lids is for meter boxes and lids for use within the District's water distribution system. Sealed Bids were received and opened on November 14, 2024. A tabulation of bids received based on estimated volumes is listed below:

	Package 1	Package 2	Package 3
Ferguson Enterprises, LLC	\$1,478,405	\$143,232	\$131,683
Core & Main	\$1,490,333	\$145,438	\$132,335

Ferguson Enterprises, LLC (Ferguson), was the low responsive and responsible bidder as defined by NRS 332.065 for all three packages. The attached agreement provides for Ferguson to agree and accept all contract terms found in the bid documents and the attached Purchase Agreement (Agreement).

If approved, the Agreement provides for Ferguson to supply meter boxes and lids to the District. The District will maintain an inventory of these items in the warehouse for access by the Operations and Customer Care and Field Services departments. The bid submitted by Ferguson in the amount of \$1,753,320 was based upon prior usage of meter boxes and lids; however, the District requests \$3,000,000 to support replenishment of current inventory levels and an anticipated increase in volume. The Agreement term is seven years and may be terminated by the District at any time upon a 30-day notice. By approval of this item, the Board of Directors authorizes annual line item price increases of 3 percent plus volume increases of 5 percent year over year.

This action is authorized pursuant to NRS 332.065 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 this item.

JJE:DJR:JCD:JHH:em

Attachments: Disclosure, Agreement



LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type: Limited Liability Company

Business Designation Group:

Number of Clark County Residents 25

Employed:

Corporate/Business EntityName: Ferguson Enterprises, LLC

Doing Business As:

Street Address:751 Lakefront CommonsCity, State, and Zip CodeNewport News, VA 23606

Website: www.corporate.ferguson.com

Contact Name: Tyler Hendry

Contact Email: tyler.hendry@ferguson.com

Telephone No: (757) 874-7795

Fax No:

Nevada Local Business Information (if applicable)

Local Street Address: 740 Capehorn Drive

89011

Local Website:

Local Contact Name: Ken Parsons

Local Contact Email: Ken.Parsons@Ferguson.com

Telephone No: (702) 564-2087

Fax 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):

Additional Supplemental Information to be Attached?

Number of Board members/Officers?

Number of Owners?

1

Full Name Title (Not required for Public

(Not required for Publicly Traded Corporations/Non-profit organizations)

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

- A. 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)?
- B. 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?

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

Category
A/B
Business Owner/Principal Name
A/B
Business Owner/Principal Name
A/B
LVVWD/SNWA/SSEA Employee/Official
Business Owner/Official Relationship to
LVVWD/SNWA/SSEA Employee/Official
Employee's/Official's Department

Business Entity 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: Tyler Hendry
Signer Title: General Manager

Signer Email: tyler.hendry@ferguson.com

Signed Date: 11/22/2024

E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

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

- _ Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?
- _— Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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.

From: <u>Veronica Kammler</u>
To: <u>Shelley McGinn</u>

Subject: FW: {External} RE: Disclosure of Ownership Date: Wednesday, December 18, 2024 1:51:16 PM

Shelley,

Per our phone conversation a few minutes ago, can you please add this e-mail to the Origami Disclosure record for Ferguson Enterprises, LLC? Tyler doesn't seem to be able to include this 5% statement in his submittal.

Thank you,

Veronica "Ronni" Kammler, MBA, CAP I & II

Purchasing Analyst

Las Vegas Valley Water District

1001 S. Valley View Blvd, Las Vegas, NV 89153 Office Hours: Mon – Thur 7:00 am to 6:00 pm

Phone 702-258-2465

From: Tyler.Hendry@Ferguson.com <Tyler.Hendry@Ferguson.com>

Sent: Wednesday, December 11, 2024 8:32 AM

To: Veronica Kammler < Veronica. Kammler@lvvwd.com>

Subject: {External} RE: Disclosure of Ownership

Hello Ronni – Yes, I can verify that Ferguson Enterprises, LLC has no one person who has more than a 5% interest in the company.

Thank you.

Tyler Hendry General Manager Waterworks

Office: (702) 564-2087 Cell: (702) 415 1125

From: Veronica Kammler < Veronica.Kammler@lvvwd.com>

Sent: Wednesday, December 11, 2024 8:19 AM **To:** Tyler Hendry < Tyler. Hendry @ Ferguson.com >

Subject: Disclosure of Ownership

Caution: This email originated from outside of the organization. DO NOT click links or open attachments unless you recognize and trust the sender.

Tyler,

Per our phone conversation a few minutes ago, can you please verify that Ferguson Enterprises, LLC has no one person who has more than a 5% interest in the company.

Thank you,
Veronica "Ronni" Kammler, MBA, CAP I & II
Purchasing Analyst
Las Vegas Valley Water District
1001 S. Valley View Blvd, Las Vegas, NV 89153
Office Hours: Mon – Thur 7:00 am to 6:00 pm

Phone 702-258-2465

AGREEMENT

ITB NO. 012747

SUPPLY CONTRACT FOR METER BOXES AND LIDS

THIS AGREEMENT, made and entered into, by and between the Las Vegas Valley Water District (Owner) and FERGUSON ENTERPRISES, LLC (Provider).

The Parties do mutually agree as follows:

- a) Owner agrees to purchase, and Provider agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the Agreement.
- b) Provider certifies that Provider has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
- c) For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
- d) Contract Documents which comprise the entire agreement between Owner and Provider for the performance of Work shall be found in General Terms and Conditions Section 1 - Contract Documents above.

IN WITNESS WHEREOF, Provider has caused this agreement to be executed the day and year of last signature entered below.

FERGUSON ENTERPRISES, LLC	Las Vegas Valley Water District
Ву:	Ву:
Name:	Name:
Title:	Title:

LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS AGENDA ITEM

January 21, 2025

Subject:
Presentation

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors receive a presentation on Colorado River hydrology, regional conservation initiatives and water management strategies.

Fiscal Impact:

None by approval of the above recommendation.

Background:

In August, the Bureau of Reclamation released its 24-Month Study of Colorado River conditions. The results of the study dictate that Lake Mead will operate in a Level 1 Shortage Condition, under which Lower Basin use of water from Lake Mead is reduced accordingly.

This presentation will provide an update to the Board of Directors on Colorado River hydrologic conditions, an update on progress towards the regional conservation goal, and ongoing water management strategies to meet the current and future water demands for this community.

The office of the General Counsel has reviewed and approved this agenda item.

JJE:CNP:AMB:KH:db
Attachments: None