



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

REGULAR MEETING
9:00 A.M. – MAY 3, 2022

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

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

John J. Entsminger,
General Manager

Date Posted: April 26, 2022

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

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

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

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

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

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA

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

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

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

ITEM NO.

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of April 5, 2022.

CONSENT AGENDA Items 2 - 4 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Approve and authorize the President to sign an amendment and renewal to the existing agreement between the City of Las Vegas and the District for water facilities located at Children's Memorial Park through 2052, with an option to renew for an additional 30-year term.
3. *For Possible Action:* Approve and authorize the General Manager or his designee to sign a line extension agreement between Nevada Power Company dba NV Energy and the District to construct an electrical power service line for the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station in an amount not to exceed \$81,621, and authorize the General Manager or designee to sign future agreements in substantially the same form as attached hereto that do not to exceed \$100,000.
4. *For Possible Action:* Approve and authorize the General Manager or his designee to sign Amendment No.1 to Grants for Water Conservation and Capital Improvements Agreement GP2105 between the State of Nevada and the District for the Blue Diamond Water System rehabilitation efforts; accept grant funding in the amount of \$3,748,050; and authorize the General Manager or his designee to sign future modifications that do not fiscally impact the District.

BUSINESS AGENDA

5. *For Possible Action:* Approve and authorize the General Manager 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 \$131,279.
6. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Westwood Professional Services, Inc., and the District to provide professional engineering design services for the Springs Preserve Cienega Phase II Project for an amount not to exceed \$478,126.
7. *For Possible Action:* Award a contract to construct the Cougar 3090 Zone Reservoir to MMC, Inc., in the amount of \$29,591,757, authorize a change order contingency amount not to exceed \$1,000,000, and authorize the General Manager to sign the construction agreement.
8. *For Possible Action:* Award a contract to construct the Cougar 3090 Zone Reservoir Inlet/Outlet Pipeline to TAB Contractors, Inc., for the amount of \$9,382,905, authorize a change order contingency amount not to exceed \$900,000, and authorize the General Manager to sign the construction agreement.
9. *For Possible Action:* Approve and authorize the General Manager or his designee to sign the Joinder Agreement between SHI International Corp. and the District for utilization of the National Association of the State Purchasing Officers' ValuePoint Software Contract with Microsoft Corporation for volume licensing of software products, cloud services and support in an amount not to exceed \$6,283,300 for the period from August 1, 2022, through July 31, 2025, and authorize the General Manager or his designee to sign associated ministerial agreements necessary to effectuate the Joinder Agreement.

COMMENTS BY THE GENERAL PUBLIC

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

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 5, 2022
MINUTES**

CALL TO ORDER 9:03 a.m., Commission Chambers, Clark County Government Center,
500 South Grand Central Parkway, Las Vegas, Nevada

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

STAFF PRESENT: John Entsminger, Colby Pellegrino, Dave Johnson, Doa Ross, Greg Walch

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

COMMENTS BY THE GENERAL PUBLIC

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

Ed Uehling, Las Vegas, expressed displeasure with the minutes summary as it relates to public comment. He feels that the minutes do not give enough detail of the comments made by members of the public and requested more detail be included.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda and the minutes from the regular meeting of March 1, 2022. The motion was approved.

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

- 2. Approve and authorize the General Manager or his designee to sign Change Order No. 1 to the contract with Tand, Inc., for pipe replacements within Decatur Boulevard and Warm Springs Road for a time extension of the substantial and final completion dates by 176 calendar days.**
- 3. Approve and authorize the General Manager or his designee to sign Change Order No. 3 to the contract with Acme Underground, Inc., to install pipeline and appurtenances in Egan Crest Drive for a time extension of the substantial and final completion dates by 149 calendar days.**
- 4. Approve and authorize the General Manager or his designee to sign Change Order No. 7 to the contract with Lone Mountain Excavation & Utilities, LLC, to install pipeline and appurtenances in Shaumber Road and connect to the Egan Crest Drive pipeline for a time extension of the substantial and final completion dates by 149 calendar days.**
- 5. Approve and authorize the General Manager or his designee to sign Change Order No. 1 to the contract with Monument Construction to install a hydraulic loading dock leveler at the existing loading dock for the Origen Building at the Springs Preserve for a time extension of the site access and final completion dates by 128 calendar days.**
- 6. Approve and authorize the General Manager to sign an amendment to the existing agreement between Tri-Pointe Homes Nevada, Inc., and the District to revise the temporary service provisions of the Alpine Ridge 3090 Zone North Pipeline.**
- 7. Approve and authorize the General Manager to sign the First Amended and Restated Interlocal Agreement between the Southern Nevada Water Authority and the District adding the purchase of energy from the Boulder Flats solar photovoltaic facility and the reporting of Portfolio Energy Credits.**

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

BUSINESS AGENDA

- 8. Receive a water resources update and adopt changes to the Service Rules, including a prohibition on water service to customers who use any portion of water served by the District for spray irrigation or turfgrass areas in new development, except at schools, parks, and cemeteries, and the incorporation of the Southern Nevada Water Authority's definitions of Functional and Nonfunctional Turf pursuant to Assembly Bill 356.**

John Entsminger, General Manager, gave an update on water resources and the Colorado River Basin climate condition, including the current hydrology and inflows into Lake Powell and Lake Mead, noting that water levels are at historic lows. He highlighted the system's infrastructure which allows the community to access water even when lake levels decline. Mr. Entsminger spoke about resource planning, stating that higher levels of efficiency are needed to address population growth, offset supply impacts due to shortage, reduce upward pressure from climate change, and maximize the availability of existing water supplies. He added that the water resource plan that was recently approved by the Southern Nevada Water Authority (Authority) Board of Directors, when implemented, will help reach a new conservation goal of 86 gallons per capita per day, and showed a list of all the conservation focus areas that will help reach that goal. Mr. Entsminger stated that today, the District is asking the board to adopt changes to its Service Rules that will implement support requirements of Assembly Bill 356 regarding nonfunctional turf and limit installation of new turf to only schools, parks and cemeteries. He added that a future proposed change to the Service Rules will be to limit new single-family residential pool surface area to 600 square feet, as pools lose thousands of gallons of water per year from evaporation. He concluded by reviewing different hydrology scenarios contemplated within the Authority's Water Resource Plan.

Vice President Gibson asked about the impact that septic system conversions to municipals sewer systems can have on water conservation. Colby Pellegrino, Deputy General Manager of Resources, stated that there are approx. 18,000 properties with septic systems in Clark County that use more than 15,000 acre-feet per year (afy), so while not all that water can be captured, the portion that is used indoors and returned to the septic tank can be captured and returned to Lake Mead for return flow credits. Not only does septic conversions and connections to the sewer systems increase the community's return flow credits, but it helps reduce nitrates in aquifers, which can be a public health concern.

Director Jones stated that the Commission needs to ensure that new development is done sustainably and aligns with the Authority's conservation goals. He also asked if the District can shorten notice time of leaks and water waste as some letters may take days or weeks to get to the property owner. Mr. Entsminger stated that installation of automated metering infrastructure has begun and in the next three to four years, the District will be able to see leaks and water waste in real time. Director Jones asked if there is a way to expedite the process in the interim, via email or another means of communication. Mr. Entsminger responded that it is a possibility depending on what contact information the customer has provided to the District.

Director McCurdy asked what the threshold of water loss is before termination of service takes place. Ms. Pellegrino explained the District's notification process by stating that the first notification is a warning and the customer has 30 days to remedy the issue. If not remedied, then the fee process begins at \$80 and doubles with each notification thereafter. She added that most customers make a correction after the first warning and do not reach the fee process. Director McCurdy commented on creating a plan to help lower income customers with repair subsidization.

Director Segerblom proposed the creation of a training program to help teach and identify individuals who can help with irrigation and leak repairs. He also made a comment about limiting jurisdiction's future water use based on historic data and use.

Mr. Entsminger confirmed that the direction received today is to get mutually agreed upon rules uniformly implemented across jurisdictional boundaries as it relates to water use and conservation.

President Kirkpatrick asked if homeowner associations (HOA) can receive incentives or rebates from the Authority for cool season turf conversions. Ms. Pellegrino responded that the cool season turf incentive program is currently just for municipalities but added that the program could be extended to parks that are managed by HOAs, adding that it does not take away their need to comply with AB 356 and remove all non-functional turf.

FINAL ACTION: A motion was made by Director Jones to adopt changes to the LVVWD Service Rules. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Ed Uehling acknowledged that septic system conversions can help with water resources. He also commented that for many years he has proposed to continue the billing tier system which would charge high water users more money and perhaps encourage them to conserve water in order to reduce their bills. Mr. Uehling also stated that the District is taking water from the east side of the valley to supply the development and growth on the west side of the valley, creating an ecological problem on the east side.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:51 a.m.

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

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

May 3, 2022

Subject:

Interlocal Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the President to sign an amendment and renewal to the existing agreement between the City of Las Vegas and the District for water facilities located at Children's Memorial Park through 2052, with an option to renew for an additional 30-year term.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On May 5, 1992, the Board of Directors approved an Interlocal Cooperative Agreement (Agreement) between the City of Las Vegas (City) and the District to provide an exchange of property easements for constructing a City park on District property and constructing District groundwater production wells on City property (Attachment A). The Board then approved two amendments to the Agreement, one on November 17, 1993 (Attachment B), and one on June 6, 1995 (Attachment C). The first amendment allowed the City to expand the park. The second amendment added a park expansion and allowed the District to select 13 additional well sites on City property. This Agreement, as amended, expires on May 5, 2022.

The District has a need to expand its system to include an additional well site, with appurtenances, and the City and the District would like to extend the term of the Agreement to ensure continuity of the use of the park and well sites. To provide the terms and conditions to allow for this expansion of use and renewal, the City and the District now wish to amend the Agreement for the third time.

If approved, the attached Interlocal Cooperative Agreement Amendment and Renewal for City of Las Vegas Children's Memorial Park (Amendment 3) will allow for construction of the additional District well, as generally shown on Attachment D, including associated pipelines and appurtenances. Amendment 3 will also extend the existing Agreement for a 30-year term through May 2052, with an option to renew for an additional term of 30 years.

This amendment is being entered into pursuant to NRS 277.180 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:SLK:mr

Attachments: Attachments A, B, C, D; Amendment

AGENDA
ITEM #

2

ATTACHMENT A

Resolution No. 10-92

RESOLUTION ADOPTING INTERLOCAL COOPERATIVE AGREEMENT

A. BE IT RESOLVED by the Board of Directors of the Las Vegas Valley Water District, and the Council of the City of Las Vegas, that the following Interlocal Cooperative Agreement is hereby approved:

INTERLOCAL COOPERATIVE AGREEMENT

THIS interlocal cooperative agreement, entered into this 5th day of MAY, 1992, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "City") and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as "Water District"), pursuant to authority granted by NRS 277.045.

WITNESSETH:

WHEREAS, the City desires to establish, construct, maintain and operate a City park and recreational facility in the northwest part of the City consisting of baseball fields, tennis courts, soccer fields, open space and walking areas, (hereinafter referred to as "Park"); and

WHEREAS, The Water District owns certain real property commonly referred to as the Gowan Well Field (Exhibit A) which consists of approximately thirty seven acres, of which thirty acres, more or less, would be suitable for a Park; and

WHEREAS, the Water District desires to establish, construct, maintain and operate additional reservoirs, wells and/or pumping stations now, and in the future, within the City which will require acreage that the City currently owns or will acquire; and

WHEREAS, the City currently owns certain real property which is suitable for well sites on a portion of the real property commonly referred to as the City's Technology Center, a parcel at the SW corner of the intersection at Eugene Avenue and Pioneer Way, a parcel at the SW corner of the intersection at Alexander Road and Tenaya Way, a parcel at the NW corner of intersection at Monte Cristo Way and Carmen Boulevard, and a parcel at the SE corner of the intersection at Gowan Road and Pioneer Way; and

WHEREAS, the City owns and in the future may acquire additional acreage of which portions will be suitable to establish, construct, maintain and operate reservoirs, wells, pumping stations and/or water supply related facilities.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Water District agrees to permit the use by the City by granting a right-of-way and easements to the City in three (3) phases to locate, construct, establish, and maintain a City Park and recreational facility on a portion of the Gowan Well Field real property, as the same is generally depicted on the site plan Exhibit "A" as attached. This agreement is for Phase I and its rights-of-way and easements as described in Exhibit "A". The City desires to develop Gowan Well Field as a park in three (3) phases and the City agrees to complete the improvements to Water District facilities as provided for in this agreement during the appropriate phase of development.
2. The City agrees to permit the use by the Water District, by granting a temporary right-of-way and easement to the Water District to locate, construct, establish and maintain wells and related facilities on real property sites as follows and as the same are depicted in Exhibit "B" as attached: the City's Technology Center; the SW corner of the intersection at Eugene Avenue and Pioneer Way; the SW corner of the intersection at Alexander Road and Tenaya Way; the NW corner of intersection at Monte Cristo Way and Carmen Boulevard; the SE corner of the intersection at Gowan Road and Pioneer Way.
3. The City agrees to permit the use by the Water District, by granting a permanent right-of-way and easement to the Water District to locate, establish and maintain wells and related facilities on real property sites as follows and as the same are depicted in Exhibit "B" as attached: the City's Technology Center; the SW corner of the intersection at Eugene Avenue and Pioneer Way; the SW corner of the intersection at Alexander Road and Tenaya Way; the NW corner of intersection at Monte Cristo Way and Carmen Boulevard; the SE corner of the intersection at Gowan Road and Pioneer Way.
4. Should the City decide to proceed with development of Phase II and Phase III; then and only then in consideration for an easement to the remaining real property on the Gowan Well Field to be developed during Phase II and Phase III provided by the Water District to the City for the construction of a City Park, the City agrees to grant to the Water District at least eight (8) additional easements to real property sites, which the City may now own or may acquire in the future to be used to locate, construct, establish, operate and maintain reservoirs, wells or water supply related facilities. The granting of a right-of-way and easement for Phase II and/or Phase III of the Park development shall not proceed

without an amendment to this agreement which sets forth those parcels which the City will grant easements for use of for a Water District facility as set forth herein.

5. The City agrees to locate, establish, construct, maintain and operate a City Park and recreational facility upon the Gowan Well Field property and devote its interest in and to the Gowan Well Field only to the uses and purposes that are specified herein, and the City hereby covenants and agrees not to use or permit the use of the same in any other manner or for any other purpose.
6. The Water District agrees to locate, establish, construct, maintain, and operate the well sites and related facilities as shown on the sites in Exhibit "B" to only the uses and purposes that are specified herein, and the Water District hereby covenants not to use or permit the use of the same in any other manner or for any other purpose.
7. The City agrees to design, establish, construct and install new underground electrical service to Well 29 and Well 33 located on the Gowan Well Field during the appropriate phase of development, and removal of the existing electrical overhead lines which are currently used to provide electric service to the wells. All plans and specifications for this work must be approved by the Water District prior to project construction. The City agrees to design, establish, construct and install an underground conduit and telemetry cable required to operate Well 29 and Well 33 remotely from the Gowan Pumping Station. Conduit alignment shall be approved by the Water District. The Water District and the City shall share all cost equally for the design, construction and installation of the underground electrical and telemetry services. The City shall submit to the Water District for review and approval of all cost associated with the design, construction and installation of the underground electric and telemetry service. The City shall invoice the Water District when work is complete and shall include adequate documentation supporting the invoice.
8. The City agrees to make necessary site improvements at Wells 33 and 29 during the appropriate phase of development. The improvement will consist of design and installation of a decorative block fence with gate access and a security barrier at the top. The sites will be approximately one half acre in size. All plans and specifications for the work must be approved by the Water District prior to project construction.
9. The City agrees to leave adequate open space adjacent to existing well sites at the Gowan Well Field so if it becomes necessary for the Water

District to re-drill a new well adjacent to the existing well, space will be available. The City agrees to cooperate with the Water District in releasing its easement for such open space back to the Water District should it be required. The Water District will grant an easement to the abandoned well site and will provide park improvements to the abandoned well site in accordance with existing landscaping.

10. The District will allow the City to dispose of excess material from Phase I park development of Gowan Well Field onto Phase II park development of Gowan Well Field. The excess material will be spread in a uniform manner over the site of the Phase II development.
11. The Water District reserves the right of ingress and egress 24 hours per day to the existing wells and pumping stations for the purpose of monitoring and maintaining all facilities that are situated thereon, and the Water District shall not be liable for any damage to the property during the necessary operations by the Water District for which they have exercised reasonable care. The access facilities shall be designed to accommodate and support heavy equipment including, but not limited to, well maintenance equipment. The Water District reserves the right to repair and/or replace existing Water District facilities located within the easement area granted to the City in Phase I, II, & III. The Water District will replace existing park site improvements which result from this activity.
12. The City agrees to assist the District in acquiring approval from the Regional Flood Control District to connect a drainage conveyance system to remove water pumped to waste from well into the underground storm sewer system located off Gowan Road.
13. The City agrees to protect the Water District's existing facilities on the Gowan Well Field site during Park construction and maintain access during construction and after project completion.
14. The City agrees to construct all off site road improvements as required by the City for the use of the Gowan Well Field as a Park site. The Water District shall reimburse the City for construction costs associated with widening the existing Gowan Road to four lanes, but not including costs of curb and gutter, sidewalk, street lighting and other commonly accepted off-site improvements. The District's share shall not exceed \$25,000.
15. The City agrees to protect the existing, monitoring Shallow Well on the site at all times and provide and maintain vehicle access to the Well.

16. The City shall be responsible for public relations during the construction and operation of the Park, particularly as it relates to addressing any complaint from an owner of neighboring private property or other private citizens as it relates to the Park. The City shall provide security at the construction site to protect existing Water District facilities.
17. The City agrees to acquire a construction water permit from the Water District and to pay normal and customary fees and charges for all water used at the Park site.
18. The City agrees that the facilities contemplated herein shall be:
 - (a) Designed in accordance with the best principles of engineering practice and, in this connection, does further agree to submit the design drawings to the Water District for review and approval for conformance with the operations of the Gowan Well Field facilities only within a reasonable period prior to advertising for bids for construction thereof; and
 - (b) The City in its operation and use of the Park will conform with all the applicable rules and regulations that are now in effect and those that may be hereafter from time to time be adopted by the sanctioning agencies for the protection of drinking water and water quality.
19. Upon the completion of its facilities the City shall provide the Water District with record drawings of all subsurface facilities.
20. The Water District shall provide 90 day notice to the City of any addition, modification or improvement to the Water District facilities, as identified in Exhibit "A", which may materially affect the use of the Park. Exempt from this requirement will be work accomplished under a declared emergency by the Water District.
21. Water for the Park shall be provided in accordance with applicable Water District Service Rules. It is agreed, this agreement shall not be considered by either party as a commitment to serve water to the proposed City Park.
22. (a) The Water District hereby agrees to indemnify and hold the City, any person or entity that uses the property or facilities of the City, and their respective officers, agents and employees harmless from and against any and all liability, losses, damages, claims,

demands, costs and expenses of whatsoever nature, including, without limitation, court costs and reasonable attorneys' fees, which may result from the injury to, or the death of, any person whomsoever, or from any damage to, or loss, or destruction of any property whatsoever and to whomsoever belonging, including, without limitation, the facilities that are constructed by or for the benefit of the City hereunder, if such injury, death, damage, loss or destruction is due to or arises in connection with or as a result of the construction, maintenance, operation or use, or any combination thereof, of the reservoirs, wells pumping stations, and/or other water supply related facilities.

- (b) In this connection, the Water District expressly agrees, at its sole cost and expense, to defend the City, any other person or entity that uses the property or facilities of the City and their respective officers, employees and agents in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Water District has agreed to indemnify it or them. If the Water District fails to do so, the City shall have the right, but not the obligation, to defend against the same and to charge all of the direct and incidental costs of such defense, including without limitation, court costs and reasonable attorneys' fees, to the Water District.

- 23. (a) The City hereby agrees to indemnify and hold the Water District, any person or entity that uses the property or facilities of the Water District and their respective officers, agents and employees harmless from and against any and all liability, losses, damages, claims, demands, costs and expenses of whatsoever nature, including without limitation, court costs and reasonable attorneys' fees, which may result from the injury to, or the death of, any person whomsoever, or from any damage to, or loss, or destruction of any property whatsoever and to whomsoever belonging, including, without limitation, the facilities that are constructed by or for the benefit of the Water District hereunder, if such injury, death, damage, loss or destruction is due to or arises in connection with, or as a result of the construction, maintenance, operations or use, or any combination thereof, of the recreational facilities.

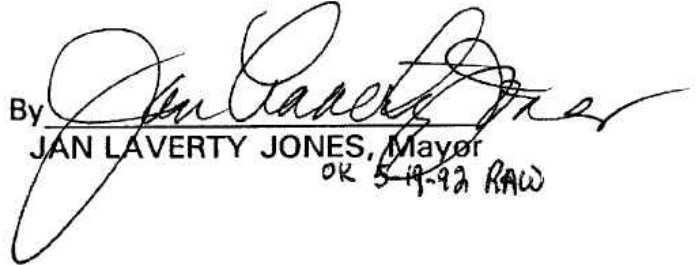
- (b) In this connection, the City expressly agrees, at its sole cost and expense, to defend the Water District, any other person or entity that uses the property or facilities of the Water District and their

respective officers, employees and agents in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the City has agreed to indemnify it or them. If the City fails to do so, the Water District shall have the right, but not the obligation, to defend against the same and to charge all of the direct and incidental costs of such defense, including, without limitation court costs and reasonable attorneys' fees, to the City.

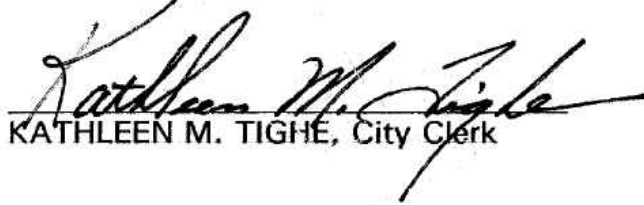
24. The term of this Agreement shall be for a period of 30 years with each party having an option to renew this Agreement upon the same terms and conditions contained in this Agreement for an additional 30 year period upon giving written notice to the other party within 60 days prior to the termination of this Agreement. This Agreement may be terminated at any time by mutual agreement of both parties.
25. Each Party, upon the reasonable demand of the other, shall take such further actions and shall execute and deliver such additional documents, agreements and assurances as may be necessary or appropriate in order to effect the intentions of the Parties and the purposes of this agreement.
26. This agreement shall be constructed and enforced in accordance with the Laws of the State of Nevada.

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

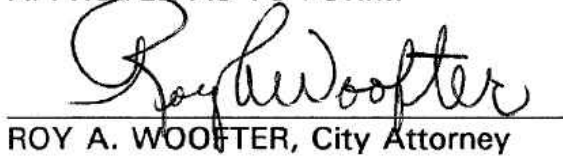
CITY OF LAS VEGAS

By 
JAN LAVERTY JONES, Mayor
OK 5-19-92 RAW

ATTEST:


KATHLEEN M. TIGHE, City Clerk

APPROVED AS TO FORM:


ROY A. WOOFTER, City Attorney

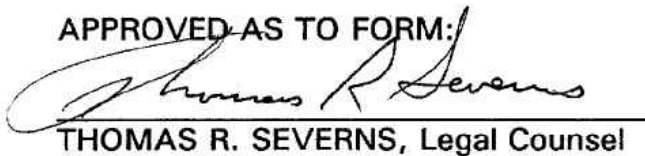
LAS VEGAS VALLEY WATER DISTRICT

By 
PAUL J. CHRISTENSEN, President

ATTEST:


PATRICIA MULROY, Secretary

APPROVED AS TO FORM:


THOMAS R. SEVERNS, Legal Counsel

The following pages have been numbered
after Board approval for ease in keeping
track of the proper sequence.

EXHIBIT "A"



Property Description - Area 1 (Phase 1)

Part of the N½ of the Southwest Quarter of Section 11, Township 20 South, Range 60 East of M.D.M. in the City of Las Vegas, Clark County, Nevada described as follows:

Commencing at the Center of said Section 11; thence S. 69°55'33"W. a distance of 1198.42 feet to the true point of beginning;

thence N.84°06'50"W. a distance of 200.00 feet; thence N.08°52'10"W. a distance of 346.04 feet; thence N.05°53'29"E. a distance of 150.00 feet to a point on the southerly right of way line of Gowan Road; thence S.84°06'31"E. a distance of 127.56 feet along said southerly right of way line; thence S. 84°06'49"E. a distance of 528.05 feet along said southerly right of way line; thence S.05°53'12"W. a distance of 631.54 feet; thence N.84°06'50"W. a distance of 367.49 feet; thence N. 05°53'10"E. a distance of 146.93 feet to the true point of beginning.

Containing 8.19 acres.

Basis of Bearings: The North line of the NE ¼ SW ¼ of Section 11, Township 20 South, Range 60 East, M.D.M., bears North 84°06'49" West per record of survey file 39, page 42 of Clark County, Nevada Records.

Property Description - Area 2

Part of the N½ of the Southwest Quarter of Section 11, Township 20 South, Range 60 East of M.D.M. in the City of Las Vegas, Clark County, Nevada described as follows:

Commencing at the Center of said Section 11; thence N.89°01'05"W. a distance of 467.86 feet to a point on the southerly right of way line of Gowan Road, being the true point of beginning;

thence S.04°09'40"E. a distance of 293.64 feet; thence 402.93 feet along a curve to the left having a radius of 138.86 feet, a central angle of 166°15'08", and a long chord that bears S.87°17'14"E. a distance of 275.73 feet; thence S. 89°29'43"E. a distance of 128.43 feet to a point on the westerly right of way line of Torrey Pines Drive; thence S. 00°30'17"W. a distance of 371.35 feet along the westerly right of way line of Torrey Pines Drive; thence N.84°06'50"W. a distance of 733.09 feet; thence N. 05°53'12"W. a distance of 631.54 feet to a point on the southerly right of way line of Gowan Road; then S.84°06'49"E. a distance of 243.86 feet along the southerly right of way line of Gowan Road to the true point of beginning.

Containing 6.94 acres.

Basis of Bearings: The North line of the NE ¼ SW ¼ of Section 11, Township 20 South, Range 60 East, M.D.M., bears North 84°06'49" West per record of survey file 39, page 42 of Clark County, Nevada Records.

Property Description - Area 3

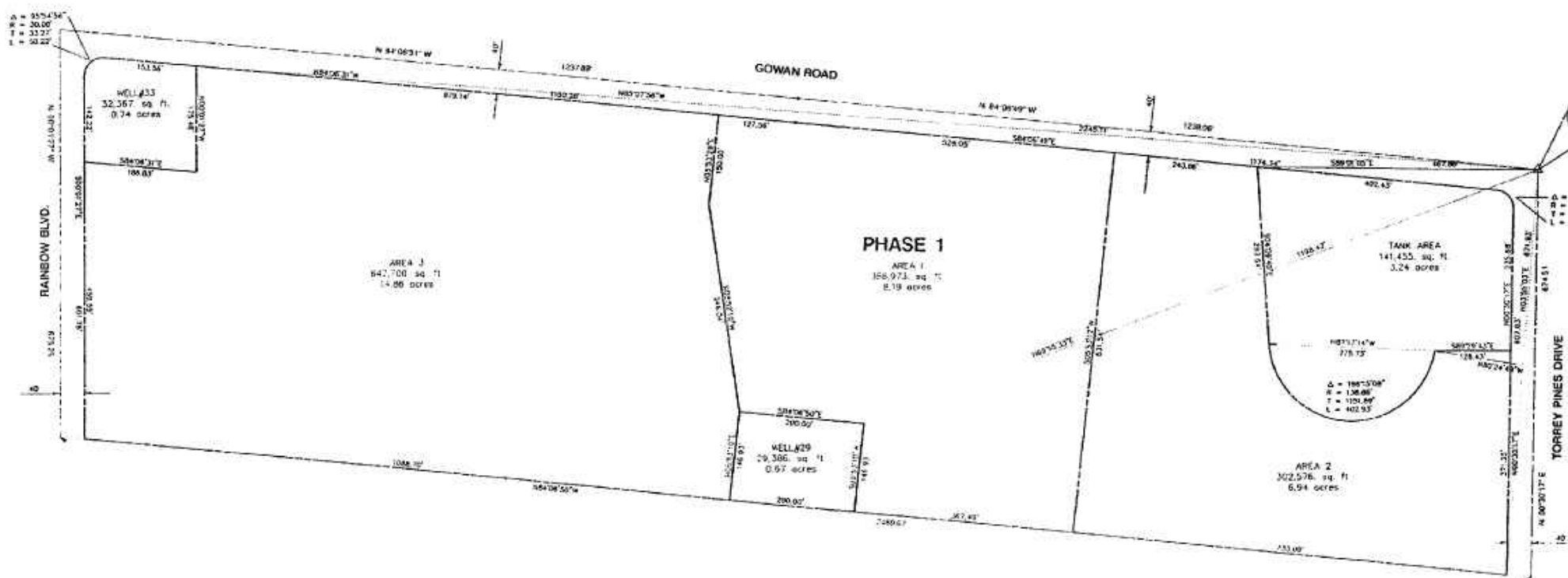
Part of the N½ of the Southwest Quarter of Section 11, Township 20 South, Range 60 East of M.D.M. in the City of Las Vegas, Clark County, Nevada described as follows:

Commencing at the Center of said Section 11; thence N. 85°07'56"W. a distance of 2245.11 feet to a point on the southerly right of way line of Gowan Road, being the true point of beginning;

thence S.84°06'31"E. a distance of 879.14 feet along the southerly right of way line of Gowan Road; thence S.05°53'29"W. a distance of 150.00 feet; thence S. 08°52'10"E. a distance of 346.04 feet; thence S. 05°53'10"W. a distance of 146.93 feet; thence N. 84°06'50"W. a distance of 1088.70 feet to the easterly right of way line of Rainbow Blvd.; thence N.00°01'27"W. a distance of 459.55 feet along the easterly right of way line of Rainbow Blvd., thence S.84°06'31"E. a distance of 186.83 feet; thence N.00°01'27"W. a distance of 175.48 feet to the true point of beginning.

Containing 14.86 acres.

Basis of Bearings: The North line of the NE ¼ SW ¼ of Section 11, Township 20 South, Range 60 East, M.D.M., bears North 84°06'49" West per record of survey file 39, page 42 of Clark County, Nevada Records.



PROPOSED PHASE I AND
ULTIMATE PROPERTY LINES

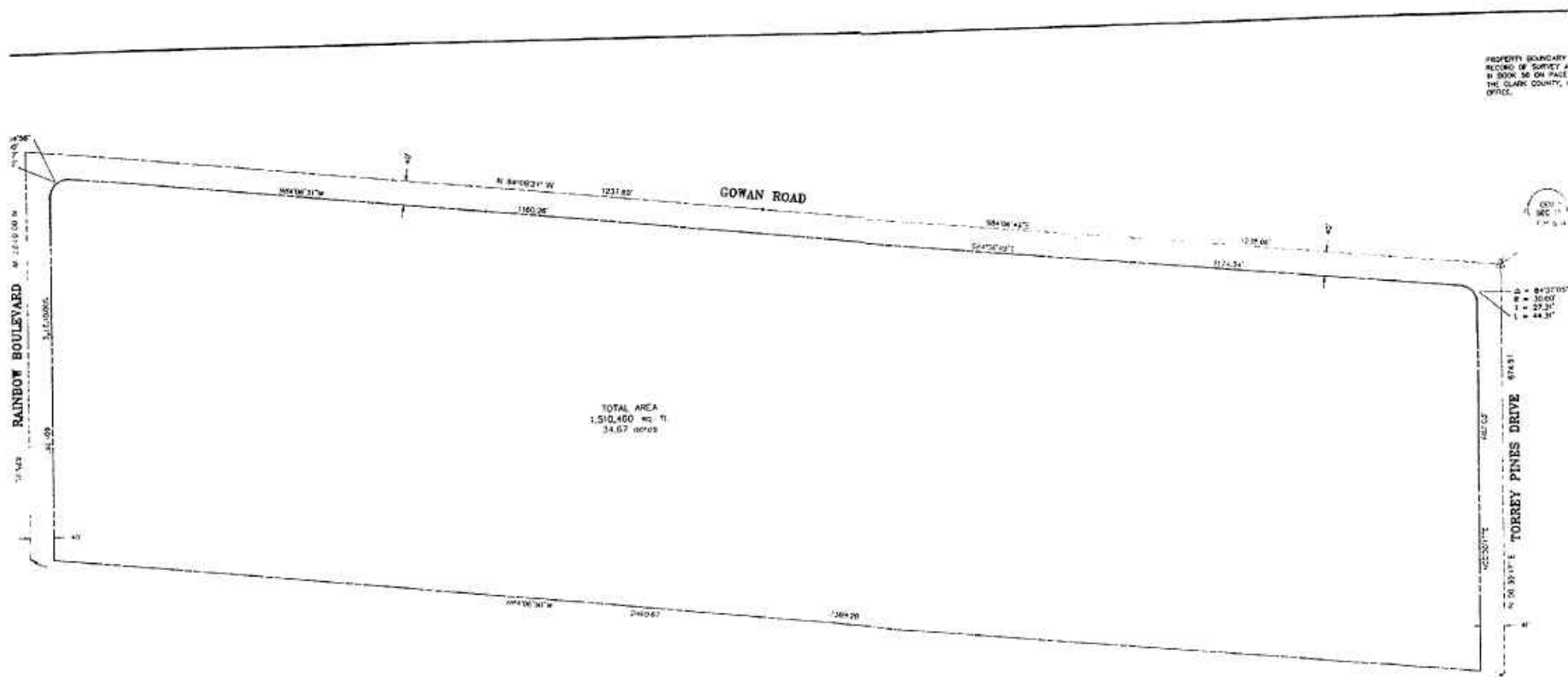


EXHIBIT "B"

12



No. 90-05-72

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 290-602-

Document No. 860108:00613

Vesting: CITY OF LAS VEGAS, a Municipal Corporation

Section: Sec. 15, T20S, R60E, MDN
Street/Subdivision: 1 Acre Well Site L.V.V.W.D. LAS VEGAS
TECHNOLOGY CENTER

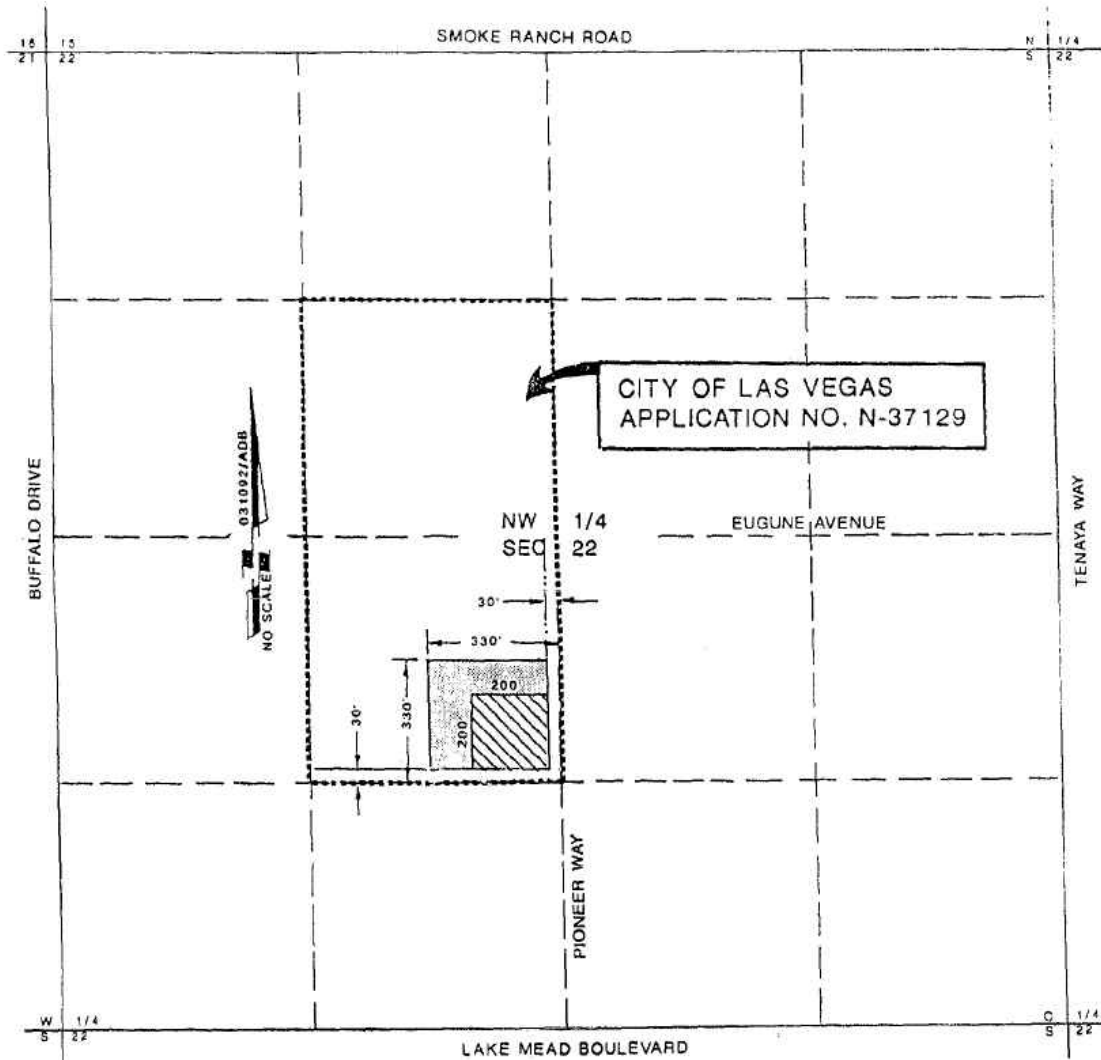
Requested by Written by Checked by Proofread by
5-16-90 5-17-90 SL-1111
5-17-90

That portion of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of LOT 1, BLOCK 4 of the LAS VEGAS TECHNOLOGY CENTER, a commercial subdivision, as shown on the plat thereof on file in Book 38 of Plats, Page 91 of Clark County, Nevada Records, described as follows:

COMMENCING at the Northwest corner of LOT 1, BLOCK 4 of said LAS VEGAS TECHNOLOGY CENTER; thence along the North line of said LOT 1, BLOCK 4, South 89°49'44" East a distance of 343.52 feet to a point distant 15.14 feet, measured along said North line, westerly from the West line of that certain Northeasterly-Southwesterly DRAINAGE EASEMENT (50.00 feet wide) in said LOT 1, BLOCK 4, said point being the TRUE POINT OF BEGINNING; thence parallel with the West line of said DRAINAGE EASEMENT, South 08°00'03" West a distance of 180.00 feet; thence parallel with the North line of said LOT 1, BLOCK 4, North 89°49'44" West a distance of 244.28 feet; thence parallel with the West line of said DRAINAGE EASEMENT, North 08°00'03" East a distance of 180.00 feet to the North line of said LOT 1, BLOCK 4; thence along the North line of said LOT 1, BLOCK 4, South 89°49'44" East a distance of 244.28 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 43,560 square feet or 1.000 acres more or less.

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS



LEGEND

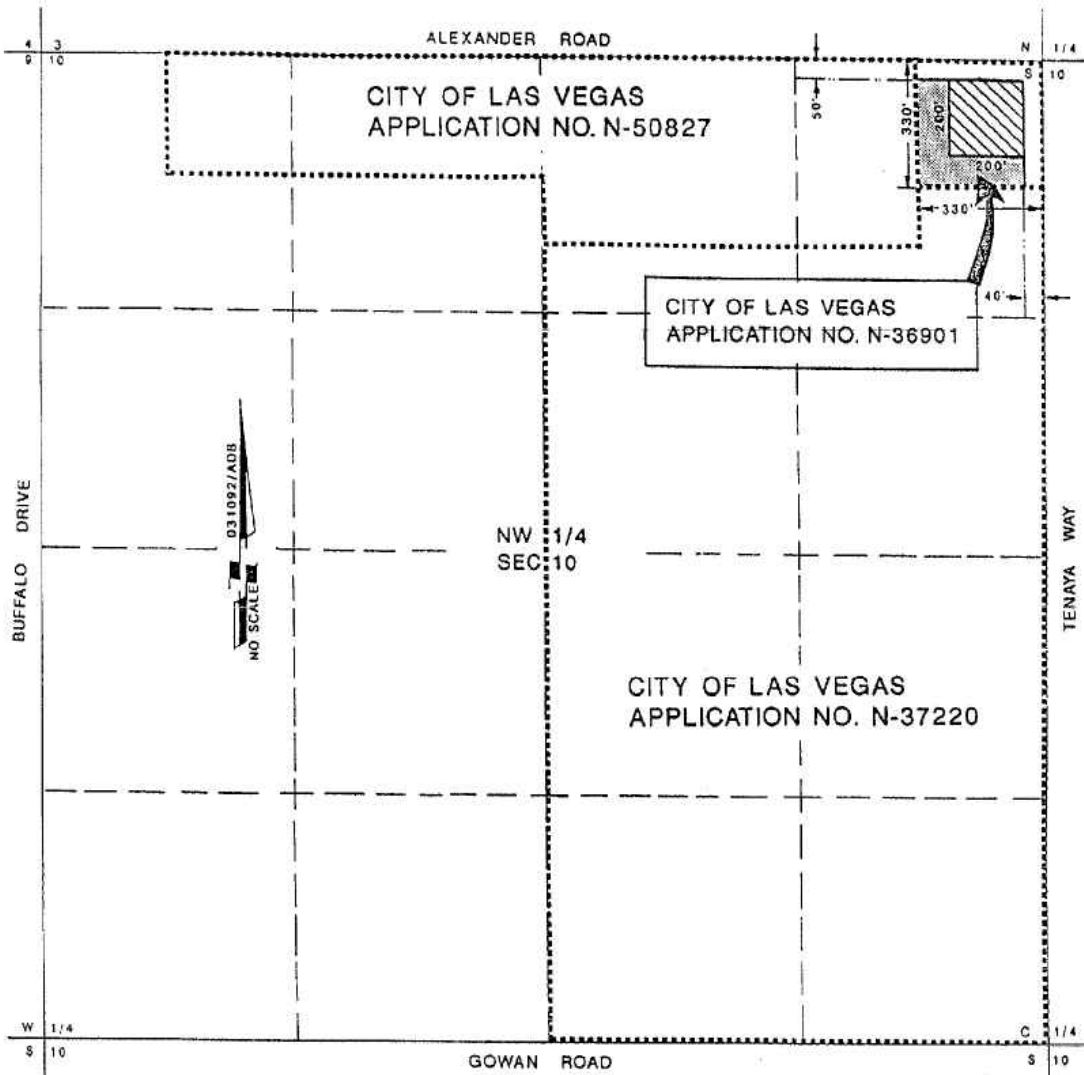


PERMANENT RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS (0.918ac.)
THE SOUTH 230 FEET OF THE EAST 230 FEET OF SE 1/4 NE 1/4 SW 1/4 NW 1/4
SEC.22, T.20S., R.60E. SAVE AND EXCEPTING THE SOUTH 30 FEET FOR DESIGNATED STREET
AND THE EAST 30 FEET FOR PIONEER WAY.



TEMPORARY RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS (1.148ac.)
THE NORTH 100 FEET AND THE WEST 100 FEET OF SE 1/4 NE 1/4 SW 1/4 NW 1/4
SEC.22, T.20S., R.60E. SAVE AND EXCEPTING THE SOUTH 30 FEET FOR DESIGNATED STREET
AND THE EAST 30 FEET FOR PIONEER WAY.

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS



LEGEND

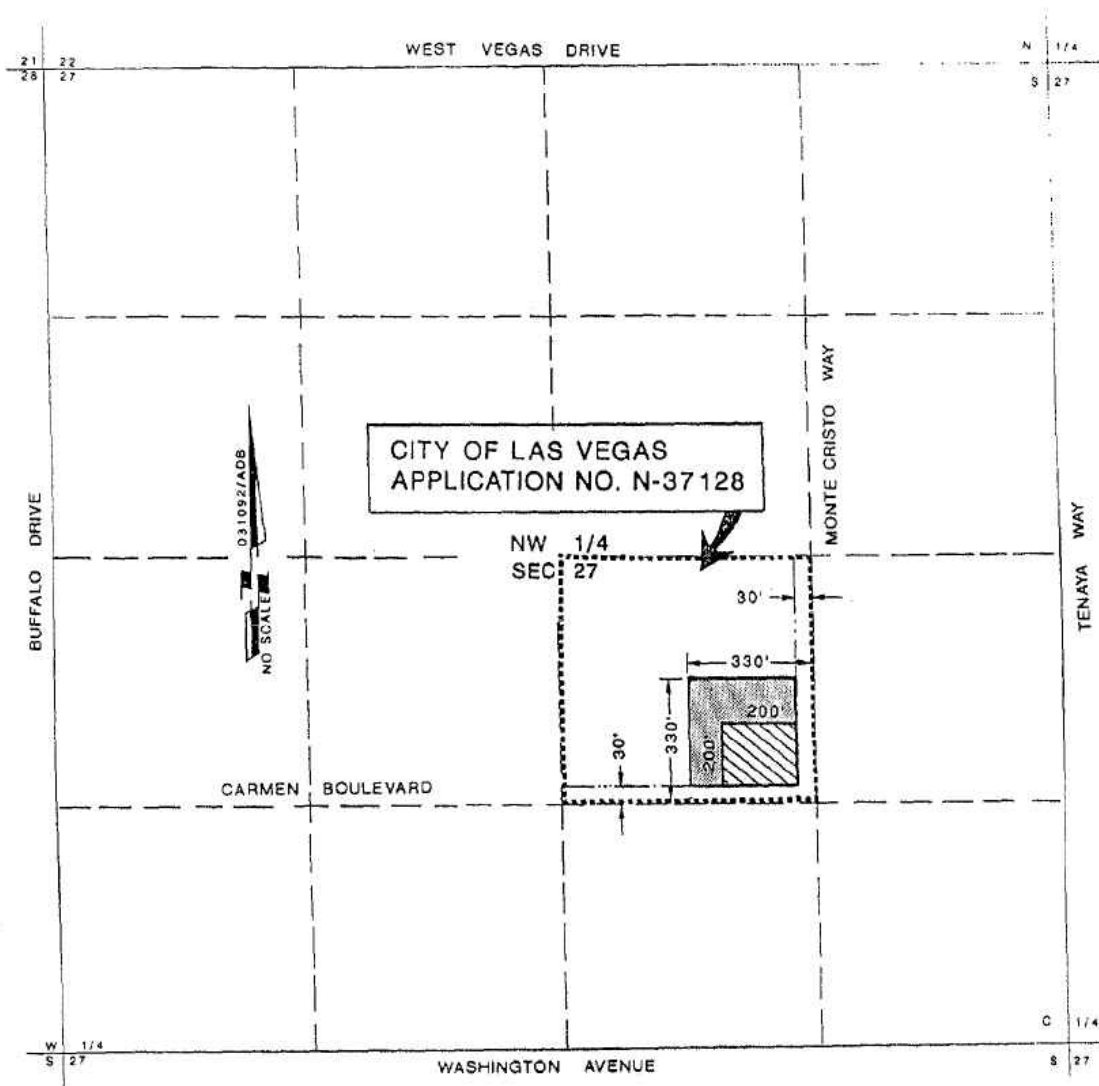


PERMANENT RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS (0.918ac.)
THE NORTH 250 FEET OF THE EAST 240 FEET OF NE1/4 NE1/4 NE1/4 NW1/4
SEC.10, T.20S., R.60E. SAVE AND EXCEPTING THE NORTH 50 FEET FOR ALEXANDER
ROAD AND THE EAST 40 FEET FOR TENAYA WAY.



TEMPORARY RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS (0.946ac.)
THE SOUTH 80 FEET AND THE WEST 90 FEET OF NE1/4 NE1/4 NE1/4 NW1/4
SEC.10, T.20S., R.60E. SAVE AND EXCEPTING THE NORTH 50 FEET FOR ALEXANDER
ROAD AND THE EAST 40 FEET FOR TENAYA WAY.

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS



LEGEND

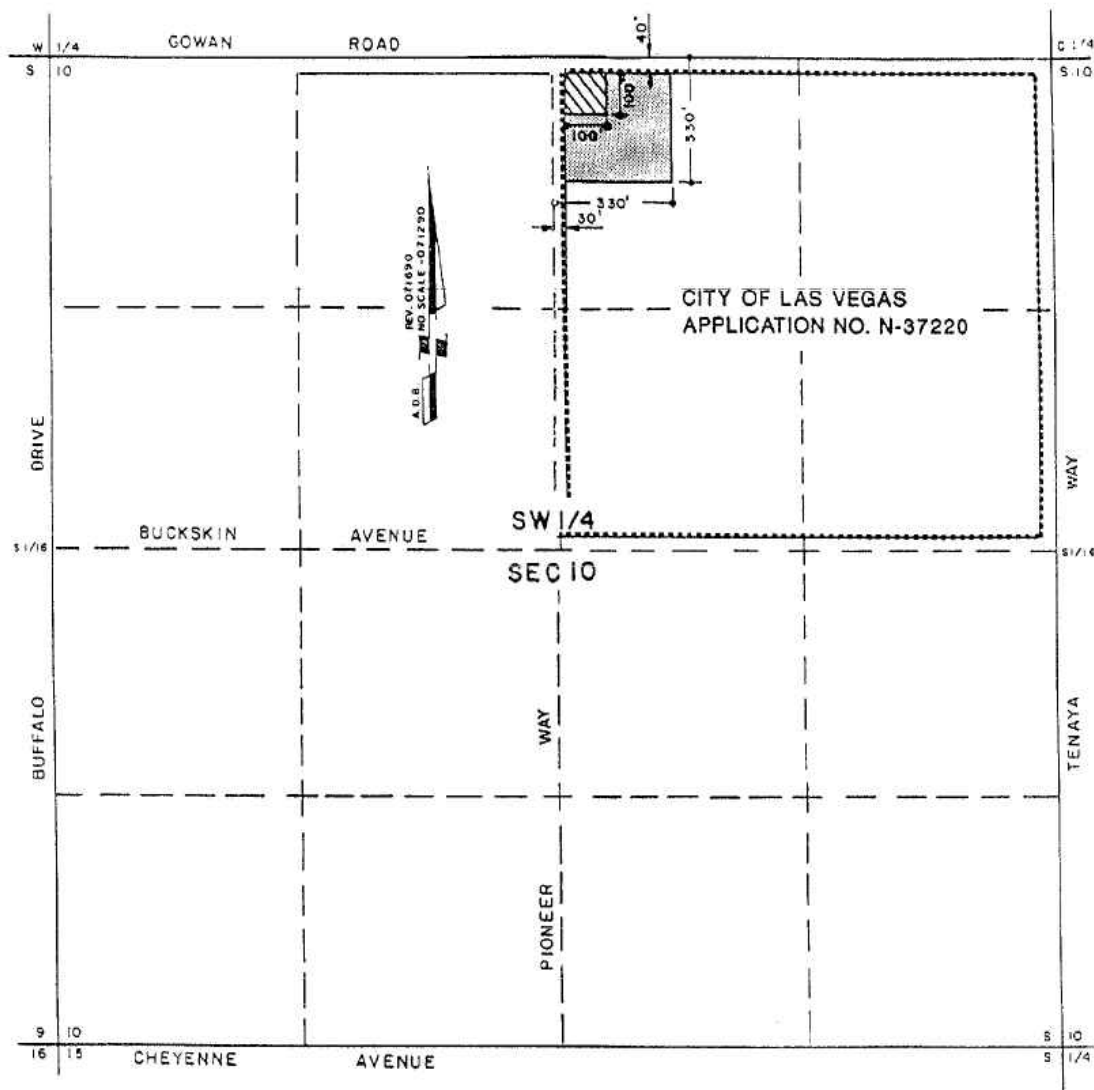


PERMANENT RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS (0.918ac.)
THE SOUTH 230 FEET OF THE EAST 230 FEET OF SE1/4 NW1/4 SE1/4 NW1/4
SEC.27, T.20S., R.60E. SAVE AND EXCEPTING THE SOUTH 30 FEET FOR CARMEN BOULEVARD
AND THE EAST 30 FEET FOR MONTE CRISTO WAY.



TEMPORARY RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS (1.148ac.)
THE NORTH 100 FEET AND THE WEST 100 FEET OF SE1/4 NW1/4 SE1/4 NW1/4
SEC.27, T.20S., R.60E. SAVE AND EXCEPTING THE SOUTH 30 FEET FOR CARMEN BOULEVARD
AND THE EAST 30 FEET FOR MONTE CRISTO WAY.

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS



LEGEND



PERMANENT RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS (0.230ac.)
THE NORTH 140 FEET OF THE WEST 130 FEET OF NW 1/4 NW 1/4 NE 14 SW 1/4
SEC. 10, T. 20S., R. 60E. SAVE AND EXCEPTING THE WEST 30 FEET FOR PIONEER WAY
AND THE NORTH 40 FEET FOR GOWAN ROAD.



TEMPORARY RIGHTS-OF-WAY ACQUISITION FROM CITY OF LAS VEGAS (1.767ac.)
THE EAST 200 FEET AND THE SOUTH 190 FEET OF NW 1/4 NW 1/4 NE 14 SW 1/4
SEC. 10, T. 20S., R. 60E. SAVE AND EXCEPTING THE WEST 30 FEET FOR PIONEER WAY
AND THE NORTH 40 FEET FOR GOWAN ROAD.

Resolution No. 22-93

**RESOLUTION ADOPTING AMENDMENT TO INTERLOCAL
COOPERATIVE AGREEMENT**

A. BE IT RESOLVED by the Board of Directors of the Las Vegas Valley Water District, and the Council of the City of Las Vegas, that the following Amendment to Interlocal Cooperative Agreement is hereby approved.


AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT

The interlocal Cooperative Agreement (Agreement) entered into the 5th day of May, 1992, by and between the City of Las Vegas (City), a municipal corporation of the State of Nevada, and the Las Vegas Valley Water District (District), a quasi-municipal corporation and political subdivision of the State of Nevada, pursuant to authority granted by NRS 277.045, is amended this 17th day of November, 1993, as follows:

1. The District agrees to permit the City to expand its Phase I area as defined in the Agreement and as shown on Exhibit A attached hereto for park purposes.
2. The City agrees to bear the costs for the design, construction and installation of the relocation of the District's electrical and telemetry services necessitated by this expansion of the Phase I area.
3. All other terms and conditions of the Interlocal Cooperative Agreement dated May 5, 1992 shall remain in full force and effect.

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

CITY OF LAS VEGAS

By 
JAN LAVERTY JONES, Mayor *11/22/93*

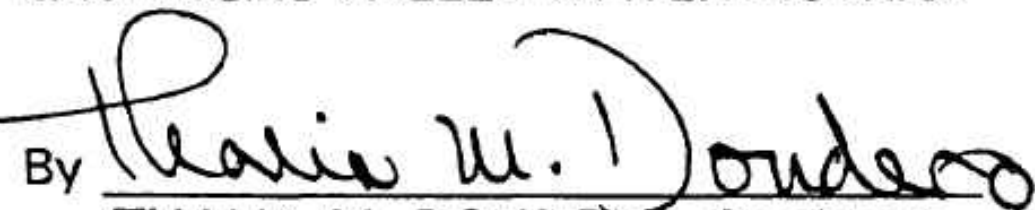
ATTEST:


KATHLEEN M. TIGHE, City Clerk

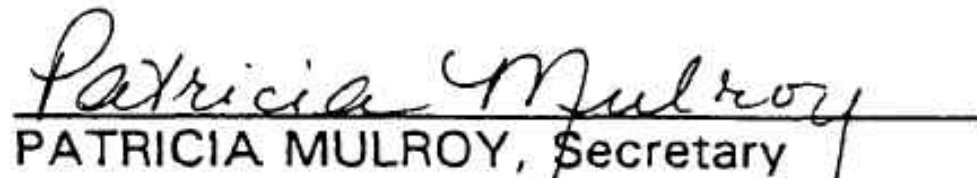
APPROVED AS TO FORM:


BRADFORD JERBIC, City Attorney

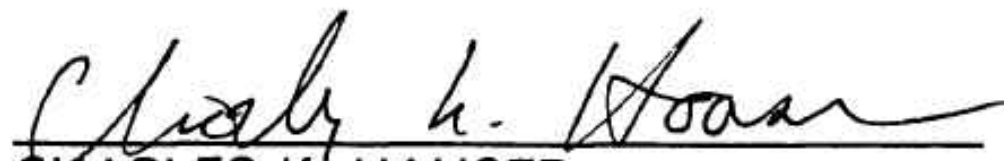
LAS VEGAS VALLEY WATER DISTRICT

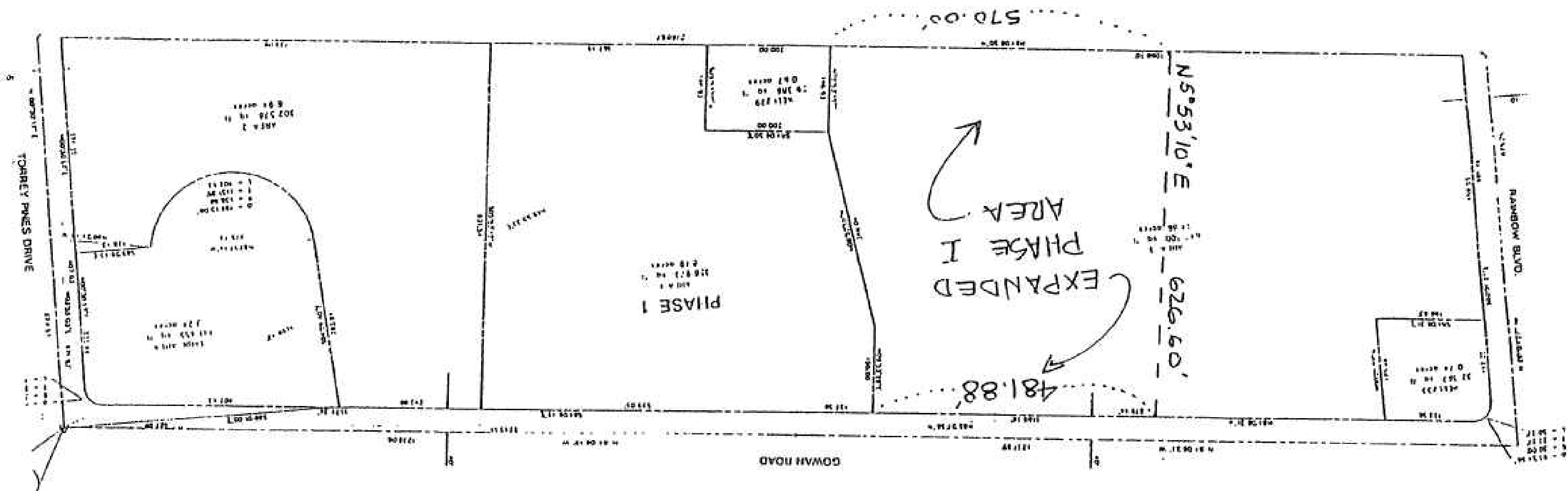
By 
THALIA M. DONDERO, President

ATTEST:


PATRICIA MULROY, Secretary

APPROVED AS TO FORM:


CHARLES K. HAUSER
Deputy District Attorney



STATE OF NEVADA)

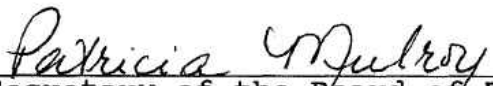
)

RESOLUTION 22-93

COUNTY OF CLARK)

I, Patricia Mulroy, Secretary of the Board of Directors of the Las Vegas Valley Water District, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by said Board of Directors at a regular meeting of said Board held on the 17th day of November, 1993, and that it was so adopted by the following vote:

AYES:	Directors	Thalia Dondero, President
		Paul Christensen, Vice President
		Jay Bingham
		Yvonne Atkinson Gates
		Don Schlesinger
		Bruce Woodbury
NOES:		None
ABSTENTIONS:		None
ABSENT:		Karen Hayes


Secretary of the Board of Directors
Las Vegas Valley Water District

SEAL

Resolution No. 10-95

**RESOLUTION ADOPTING AMENDMENT
TO INTERLOCAL COOPERATIVE AGREEMENT**

A. BE IT RESOLVED by the Board of Directors of the Las Vegas Valley Water District, and the Council of the City of Las Vegas that the following Amendment to Interlocal Cooperative Agreement is hereby approved.

AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT

The Interlocal Cooperative Agreement (Agreement) made and entered into on May 5, 1992, and amended on November 17, 1993, by and between the City of Las Vegas (City), a municipal corporation of the State of Nevada, and the Las Vegas Valley Water District (Water District), a quasi-municipal corporation and political subdivision of the State of Nevada, pursuant to authority granted by NRS 277.045, is further amended this 7th day of JUNE, 1995, as follows:

1. The Water District agrees to grant a right-of-way and easements to the City for the remaining area identified in Exhibit "A" of the Interlocal Cooperative Agreement but not yet made available to the City, for the purpose of locating, constructing, establishing and maintaining a City Park and recreational facility.
2. Exhibit "B" is hereby deleted in its entirety. Revised Exhibit "B" and Exhibit "C" are hereby added and made a part of this Agreement.
3. The City agrees to permit the use by the Water District, by either granting permanent rights-of-way or providing Quitclaim Deeds along with any required easements to the Water District to locate, establish and maintain wells and related facilities on thirteen (13) real property sites as listed in Revised Exhibit "B" and as depicted in Exhibit "C".
4. The City and the Water District agree that any of the last eight of the thirteen real property sites depicted in Exhibit "C" can be relocated, provided such relocation is acceptable to both the City and the Water District, and provided that such relocation can be completed in its entirety by September 1, 1995.

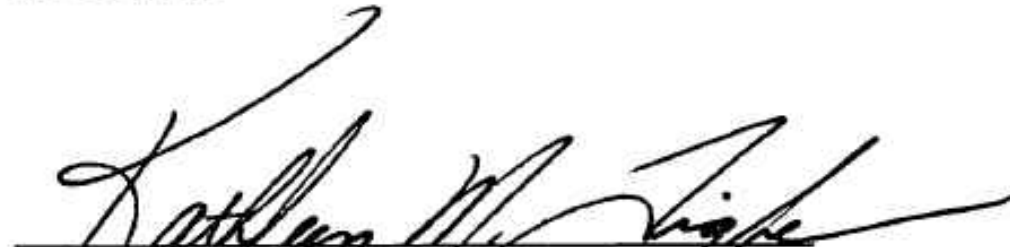
AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT

5. All other terms and conditions of the original Interlocal Cooperative Agreement dated May 5, 1992 and of the Amendment dated November 17, 1993 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Interlocal Cooperative Agreement to be executed by their duly authorized representatives the day and year first above written.


ATTEST:

CITY OF LAS VEGAS


KATHLEEN M. TIGHE, City Clerk


JAN LAVERTY JONES, Mayor
6/12/95

APPROVED AS TO FORM:


CHARLES K. HAUSER, Esquire
Deputy District Attorney and Counsel
for the Las Vegas Valley Water District

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT


PATRICIA MULROY, Secretary


JAY BINGHAM, President

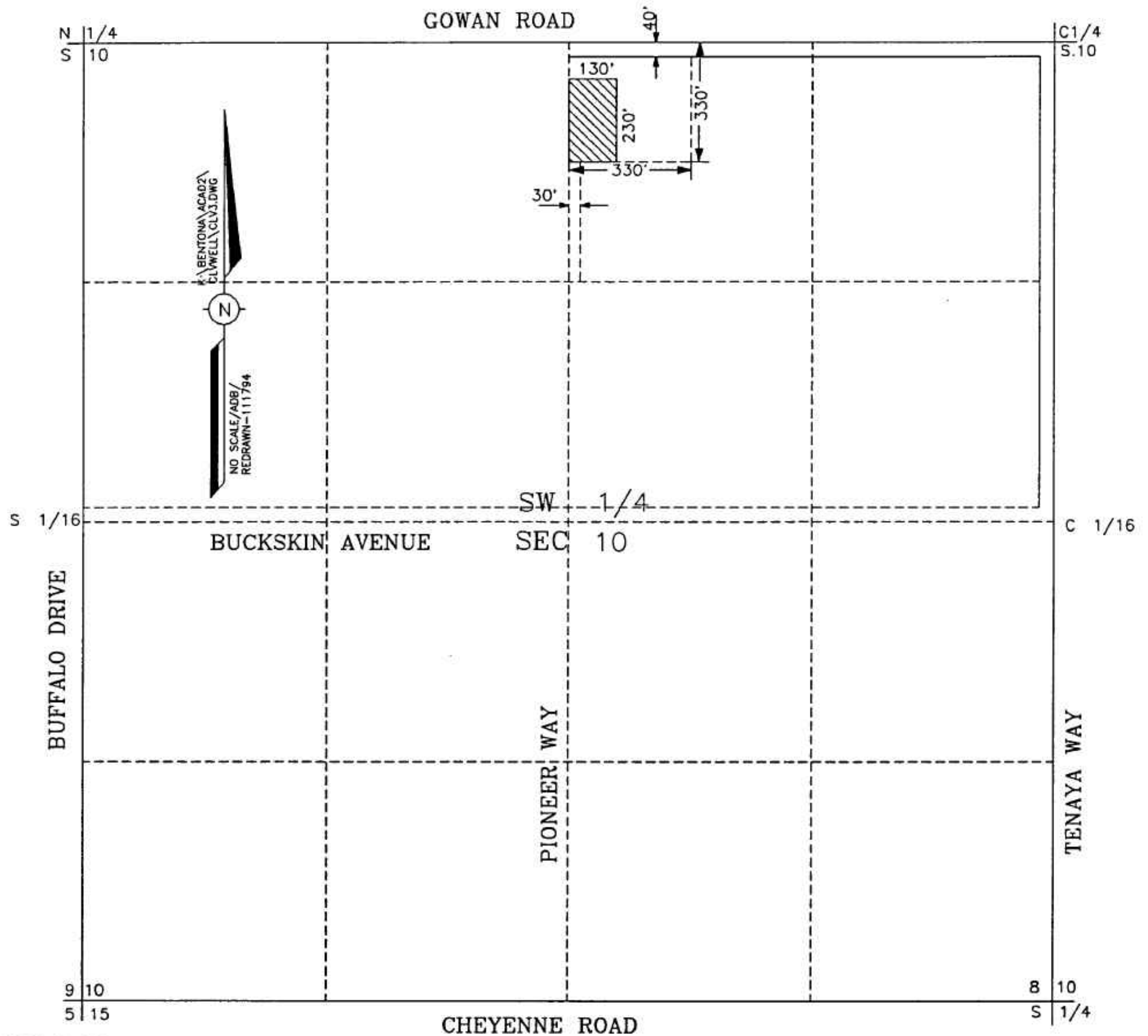
AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT

SITE	LOCATION
CLV-3	On Pioneer Way South of Gowan Road.
CLV-4A	Northwest Corner of Caliche Way and Pioneer Way.
CLV-6	Southwest of Alexander Road and Tenaya Way.
CLV-15	On the Buffalo Channel North of Washington Avenue.
88	Southwest Corner of Peak Drive and the Buffalo Channel.
CLV-10	On Redwood Avenue South of Oakey Boulevard.
CLV-11	On Oakey Boulevard West of Buffalo Drive.
CLV-17	Southwest of Lone Mountain Road and El Capitan Way.
CLV-2A	On Cheyenne Avenue East of Buffalo Drive.
CLV-12	On Gowan Road East of El Capitan Way.
CLV-13	On Gowan Road West of Durango Drive.
CLV-16	Southeast corner of Helena Avenue and Juliano Road.
Peak/US-95	East side of US-95 at the Extension of Peak Drive.

AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT

EXHIBIT C

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF WAY ACQUISITION FROM U.S.A.
(SERIAL NO. N-53362-D/AMENDED)
CLV-3

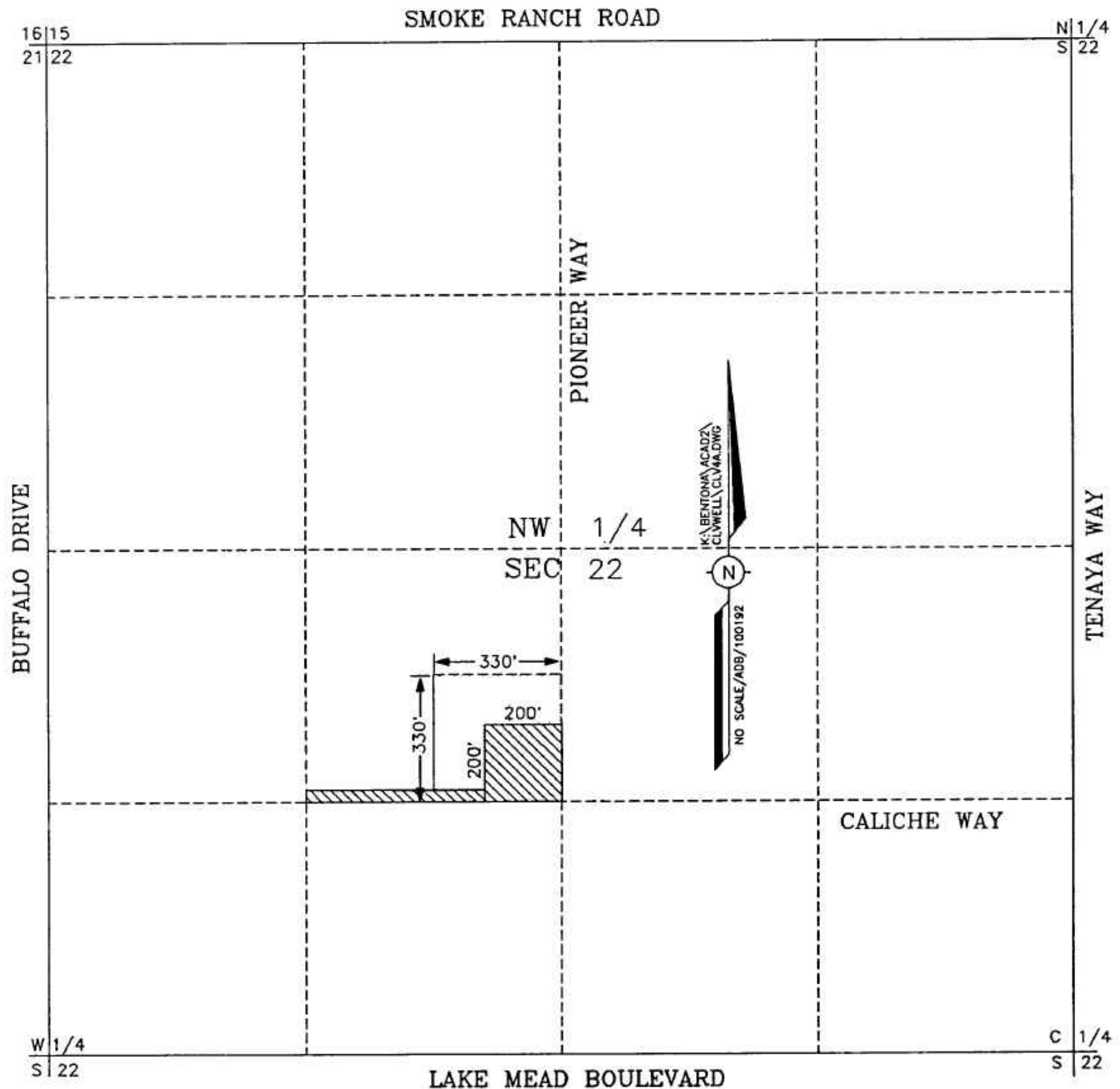


LEGEND

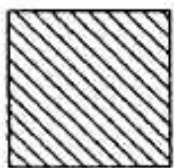


PERMANENT RIGHTS-OF-WAY ACQUISITION U.S.A. (0.69ac.)
SOUTH 230 FEET OF THE WEST 130 FEET OF THE W1/2 NW1/4
NW1/4 NE1/4 SW1/4 SEC.10, T.20S., R.60E., M. D .B. & M. EXCEPTING
THEREFROM THE WESTERLY 30 FEET

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF WAY ACQUISITION FROM U.S.A.
CLV-4A



LEGEND

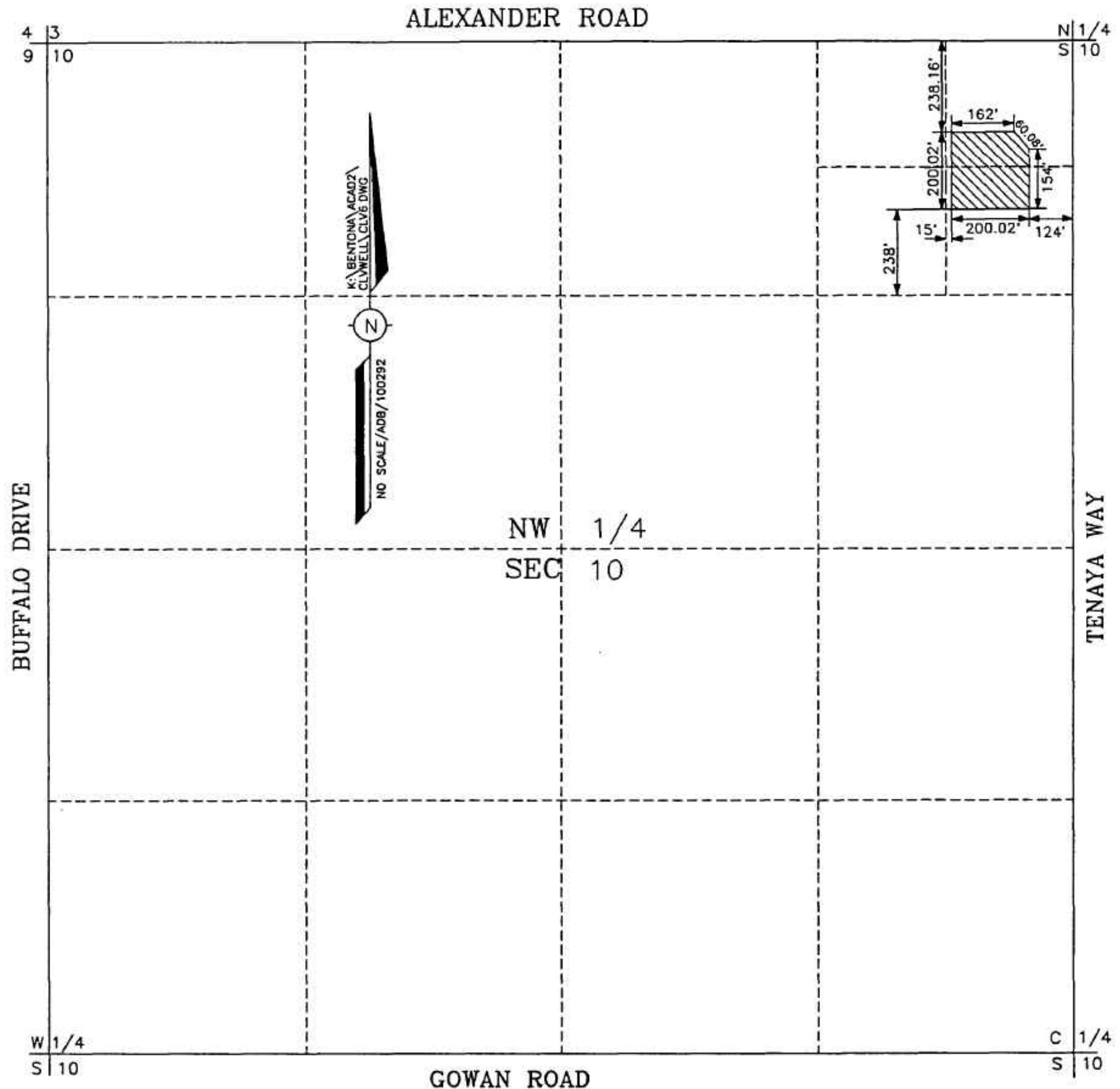


PERMANENT RIGHTS-OF-WAY ACQUISITION (1.235ac.)
THE SOUTH 30 FEET AND THE SOUTH 200 FEET OF THE EAST 200 FEET OF
NE1/4 SW1/4 NW1/4 SEC 22, T.20S, R.60E.



TEMPORARY RIGHTS-OF-WAY ACQUISITION (1.492ac.)
THE NORTH 130 FEET AND THE WEST 130 FEET OF SE1/4 NE1/4 SW1/4
NW1/4 SEC 22, T.20S, R.60E., SAVE AND EXCEPTING THE SOUTH 30 FEET
OF THE WEST 130 FEET

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF WAY ACQUISITION FROM U.S.A.
CLV-6

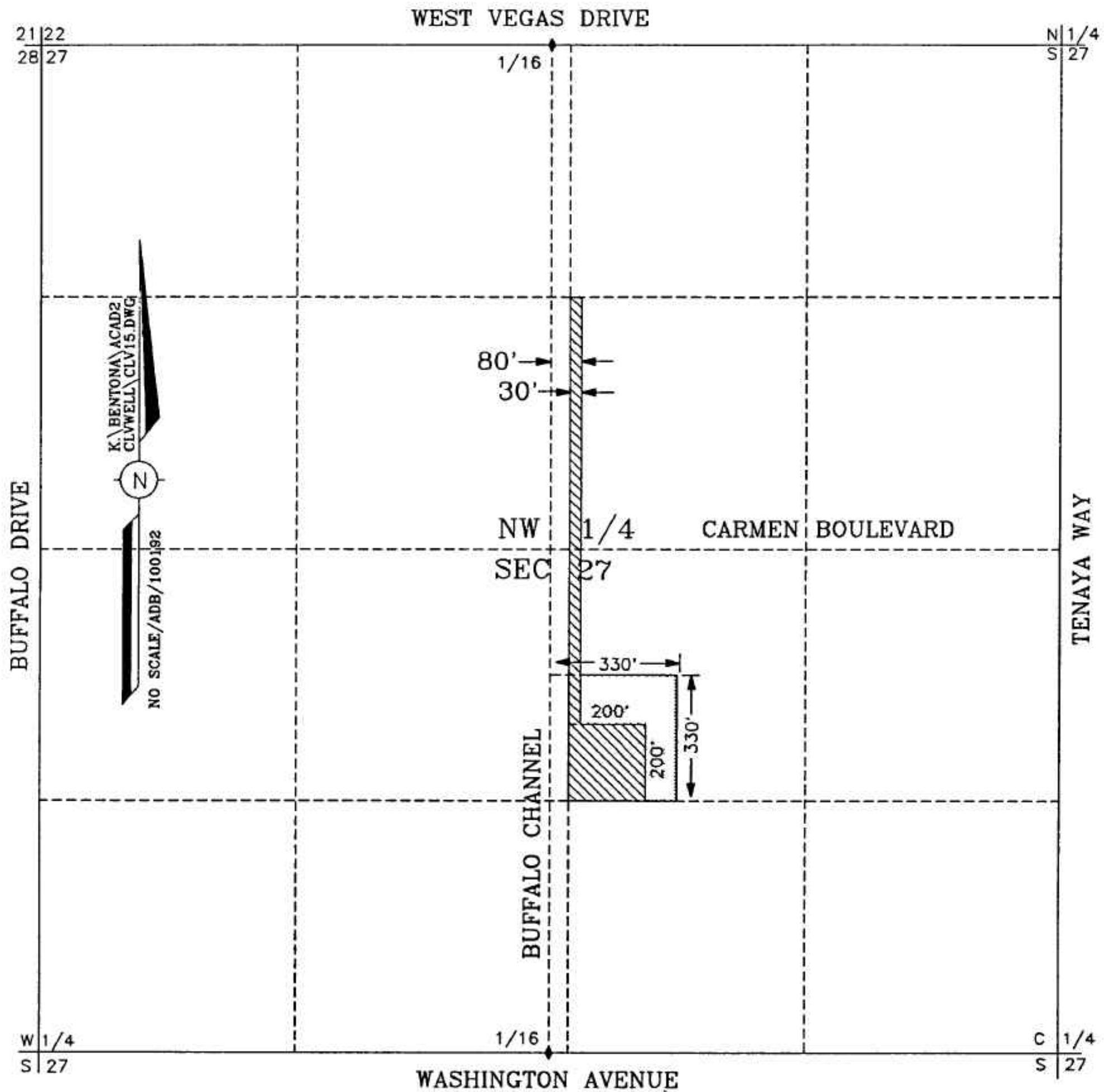


LEGEND



EAST 1/2 OF THE NE1/4 NE1/4 NW1/4 EXCEPTING THERE FROM THE WESTERLY 15 FEET, THE NORTHERLY 238.00 FEET, THE EASTERLY 124.00 FEET AND THE SOUTHERLY 238.00 FEET OF SEC.10, T.20S., R.60E. M. D. B. & M.

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF WAY ACQUISITION FROM U.S.A.
CLV-15



LEGEND

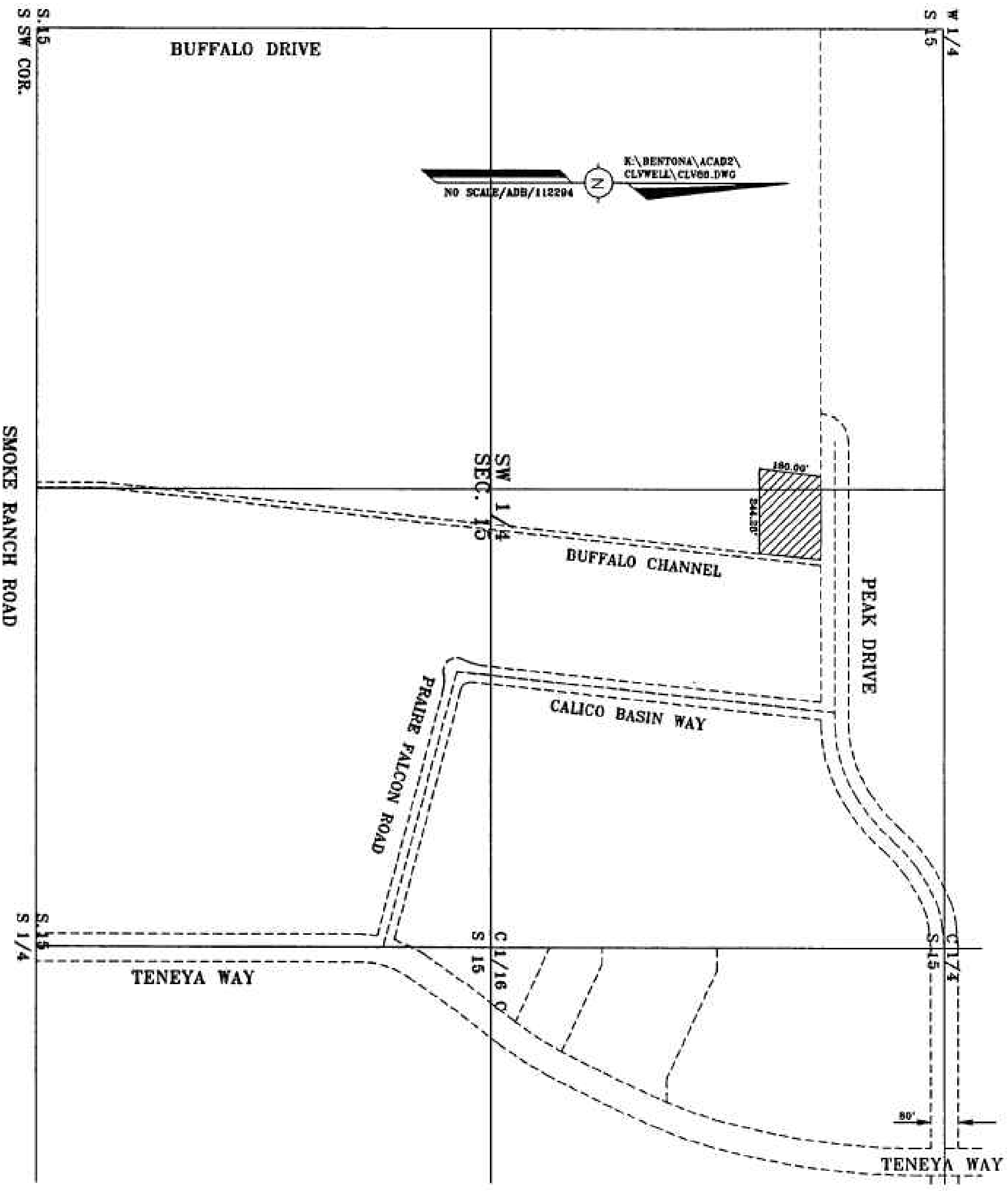


PERMANENT RIGHTS-OF-WAY ACQUISITION (1.690ac.)
THE WEST 80 FEET AND THE WEST 250 FEET OF THE SOUTH 200 FEET OF
NW1/4 SE1/4 NW1/4 AND THE WEST 80 FEET OF SW1/4 NE1/4 NW1/4
SEC.27, T.20S., R.60E., SAVE AND EXCEPTING THE WEST 50 FEET FOR
DRAINAGE CHANNEL

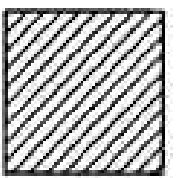


TEMPORARY RIGHTS-OF-WAY ACQUISITION (1.113ac.)
THE NORTH 130 FEET AND THE EAST 80 FEET OF SW1/4 NW1/4 SE1/4
NW1/4 SEC.27, T.20S., R.60E. SAVE AND EXCEPTING THE WEST 80 FEET
FOR DRAINAGE CHANNEL AND ACCESS ROAD

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF WAY ACQUISITION FROM U.S.A.
WELL NO. 88

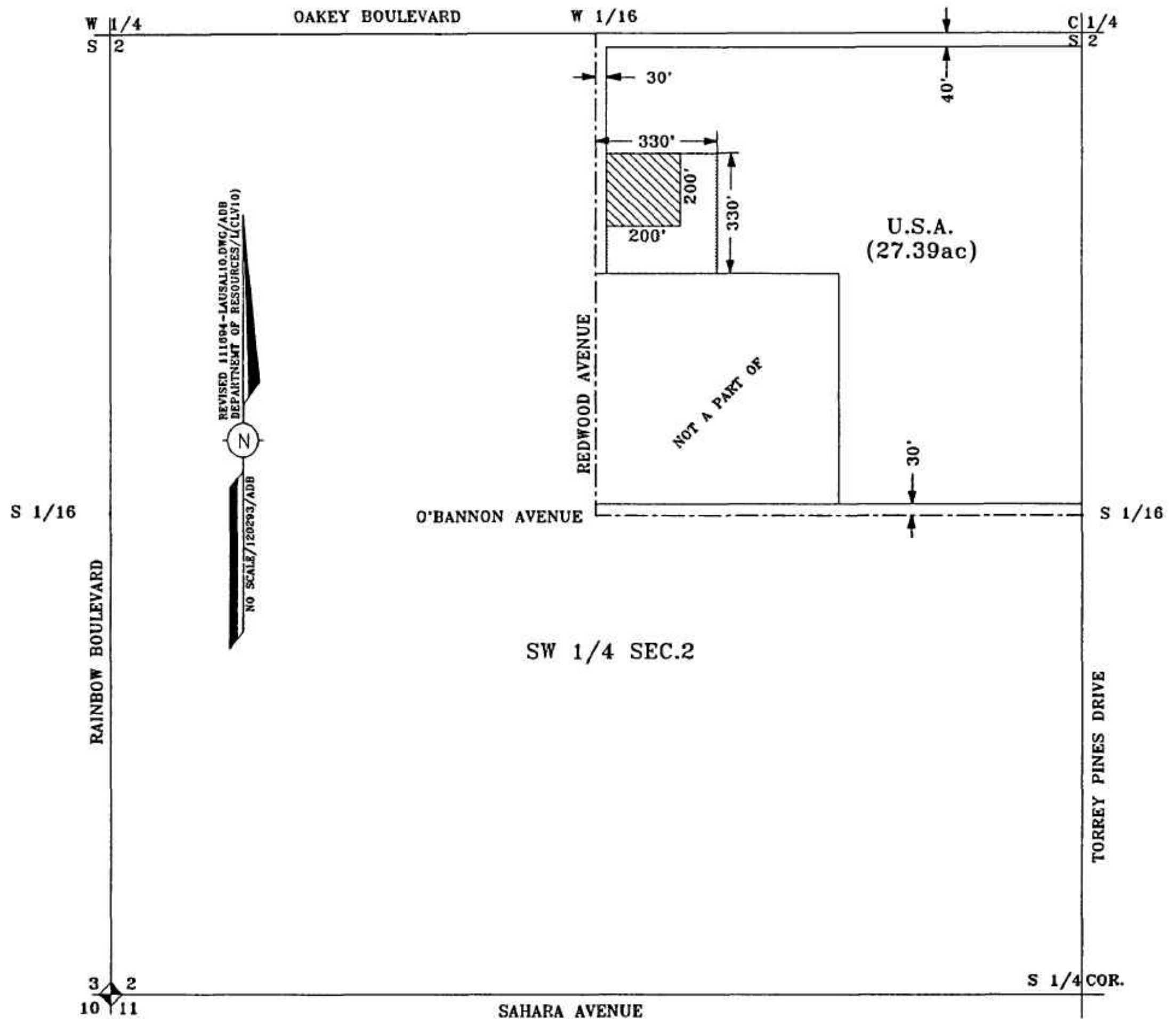


LEGEND

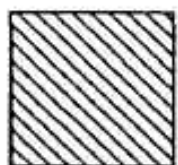


WELL SITE LOCATION

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF WAY ACQUISITION FROM U.S.A.
(SERIAL NO. N-53359 - REVISED)
CLV-10



LEGEND

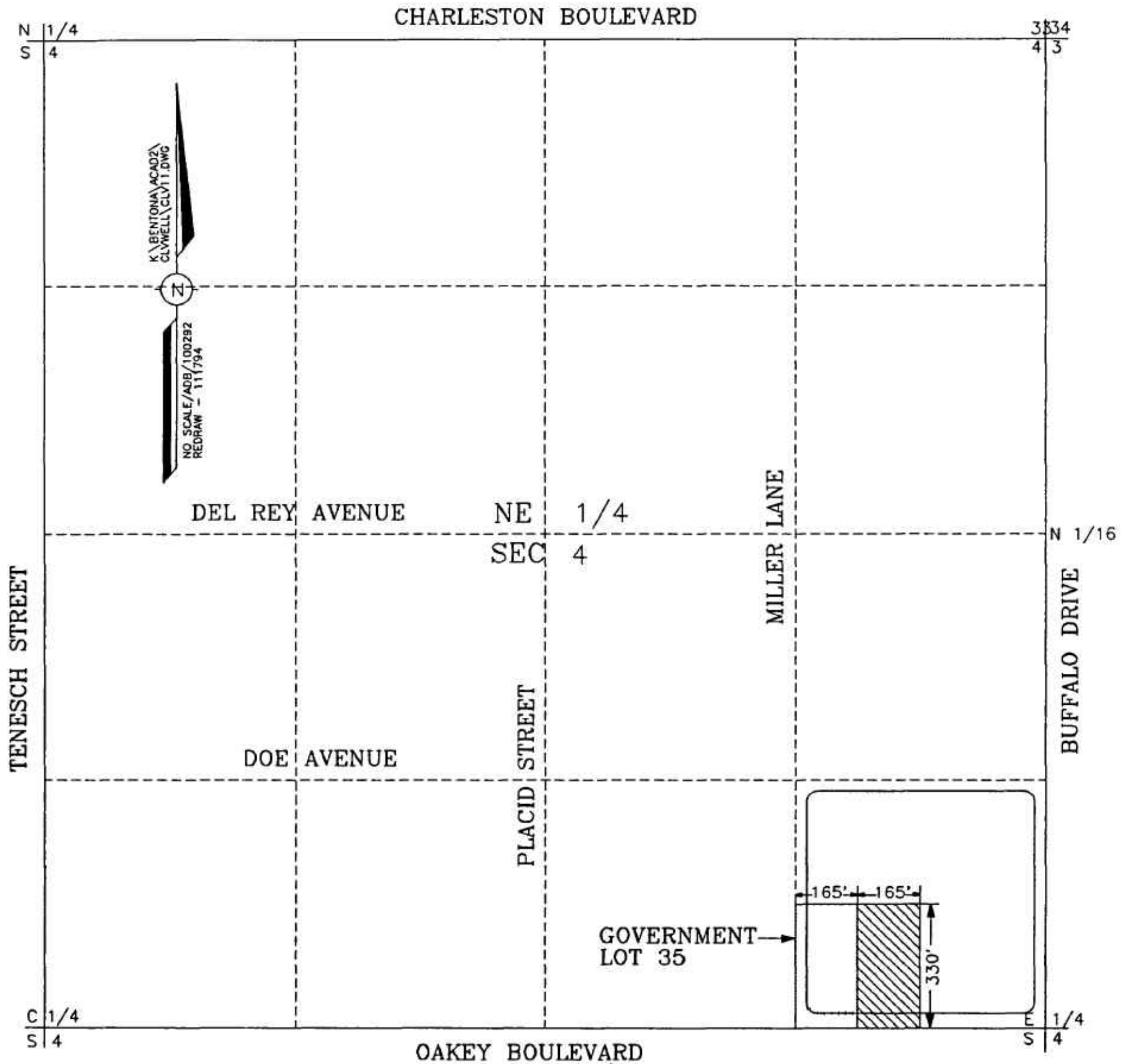


PERMANENT RIGHTS-OF-WAY ACQUISITION FROM U.S.A. (0.918ac)
THE NORTH 200 FEET OF THE WEST 230 FEET OF THE SW 1/4 NW 1/4
NE1/4 SW1/4 SEC.2, T.21S, R.60E. SAVE AND EXCEPTING THE WEST 30 FEET
FOR REDWOOD AVENUE.



TEMPORARY RIGHTS-OF-WAY ACQUISITION FROM U.S.A. (1.354ac)
THE SOUTH 130 FEET AND THE EAST 100 FEET OF THE SW1/4 NW1/4 NE1/4
SW1/4 SEC.2, T.21S., R.60E. SAVE AND EXCEPTING THE WEST 30 FEET
FOR REDWOOD AVENUE

L.V.V.W.D.
 FUTURE WELL SITE
 RIGHTS-OF WAY ACQUISITION FROM U.S.A.
 (SERIAL NO. N-53360)
 CLV-11



LEGEND

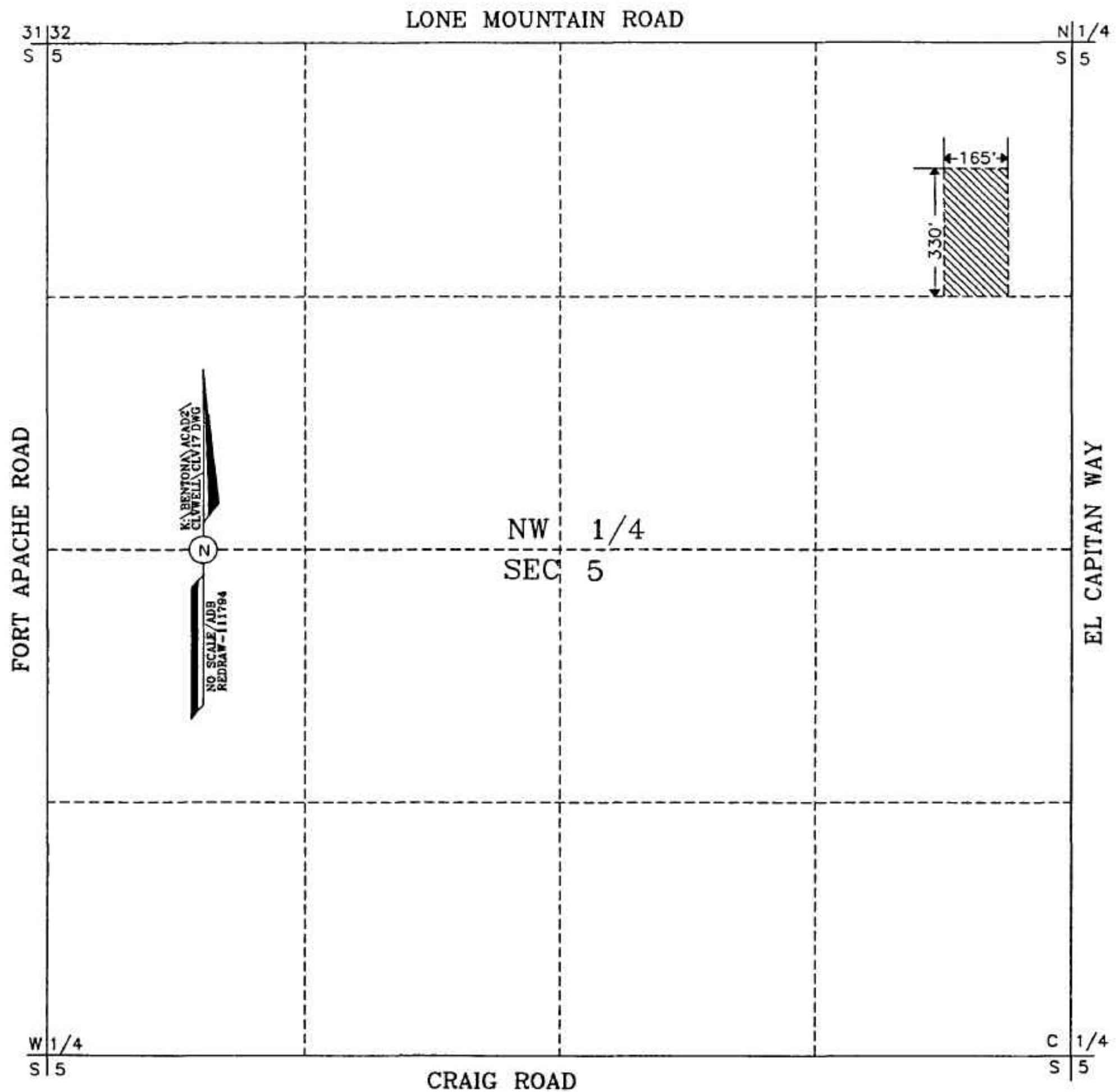


PERMANENT RIGHTS-OF-WAY ACQUISITION FROM U.S.A. (1.099ac.)
 THE EAST HALF OF SW1/4 SE1/4 SE1/4 NE1/4 SEC.4, T.21S, R.60E.
 SAVE AND EXCEPTING THE SOUTH 40 FEET FOR OAKLEY BOULEVARD

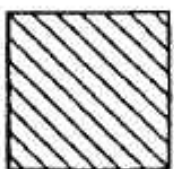


TEMPORARY RIGHTS-OF-WAY ACQUISITION FROM U.S.A. (0.999ac.)
 THE WEST HALF OF SW1/4 SE1/4 SE1/4 NE1/4 SEC.4, T.21S., R.60E.
 SAVE AND EXCEPTING THE SOUTH 40 FEET FOR OAKLEY BOULEVARD
 AND THE WEST 30 FEET FOR MILLER LANE

L.V.V.W.D.
 FUTURE WELL SITE
 RIGHTS-OF WAY ACQUISITION FROM U.S.A.
 (SERIAL NO. N-53363 REVISED)
 CLV-17

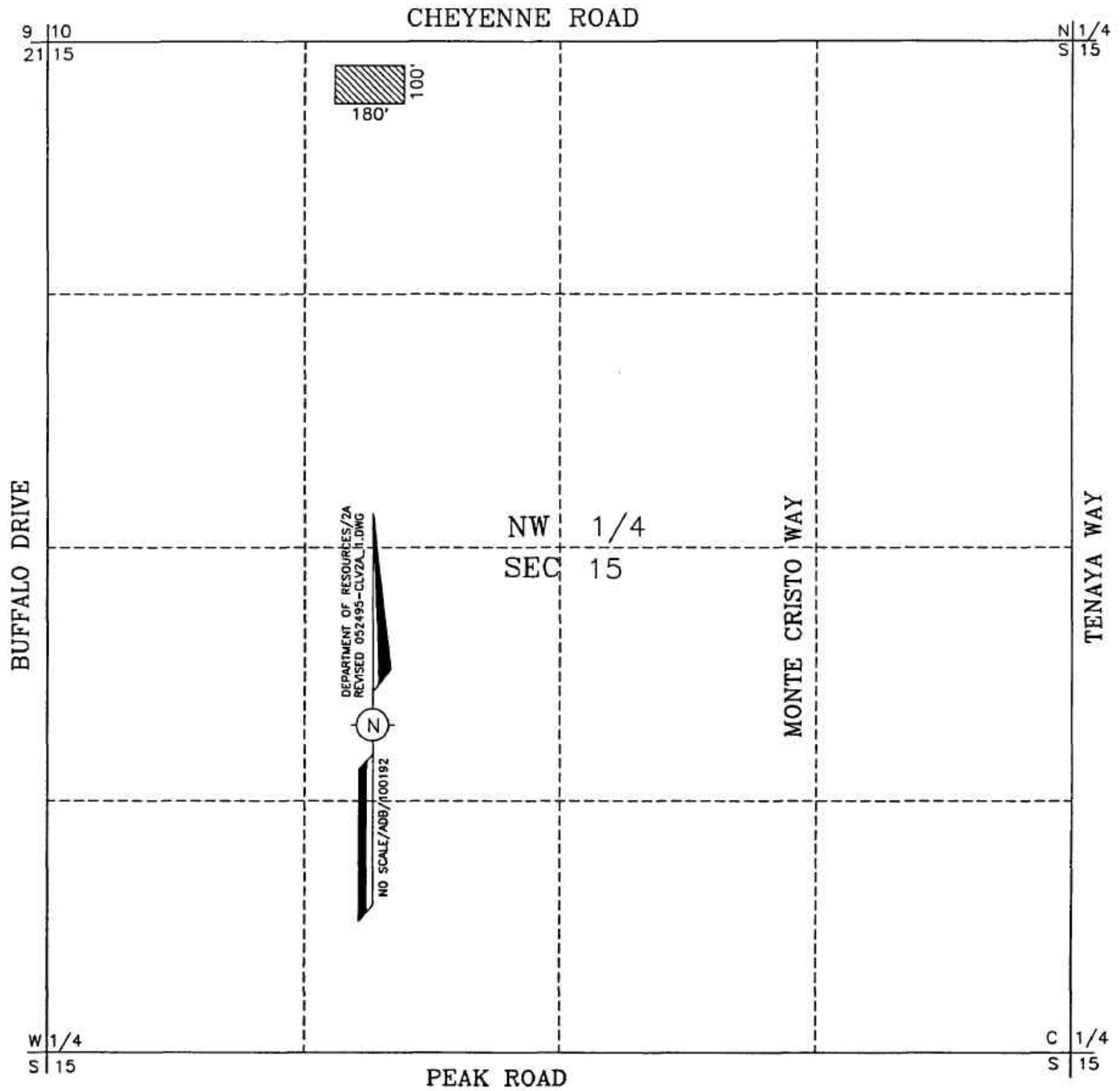


LEGEND



PERMANENT RIGHTS-OF-WAY ACQUISITION FROM U.S.A. (1.250ac.)
 THE WEST HALF OF SE1/4 NE1/4 NE1/4 NW1/4 SEC.5, T.20S., R.60E.

L.V.V.W.D.
FUTURE WELL SITE
CLV-2A
PROPOSED RELOCATION

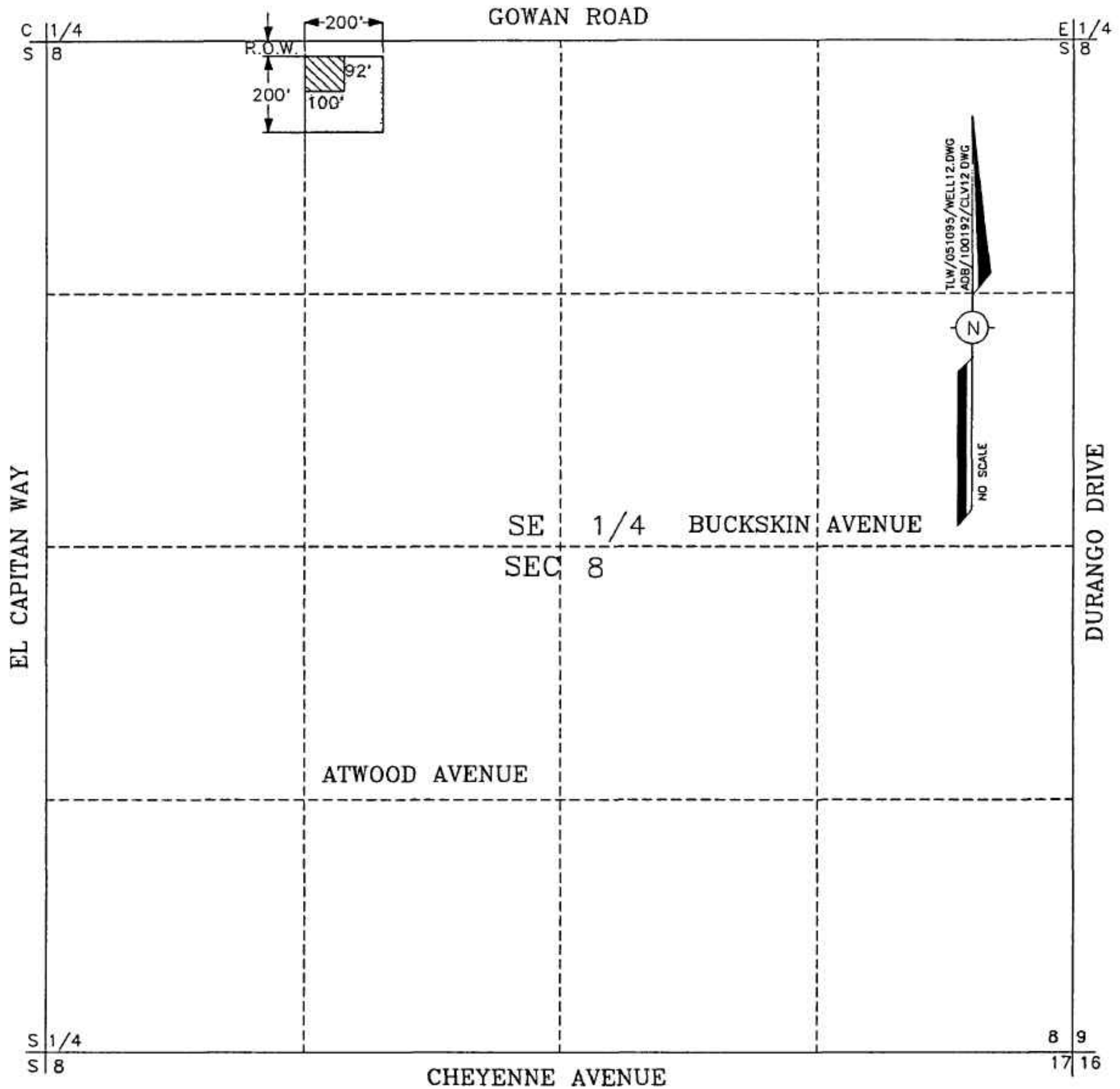


LEGEND



WELL SITE (0.41acres)

L.V.V.W.D.
FUTURE WELL SITE
CLV NO. 12
PROPOSED RELOCATION



LEGEND

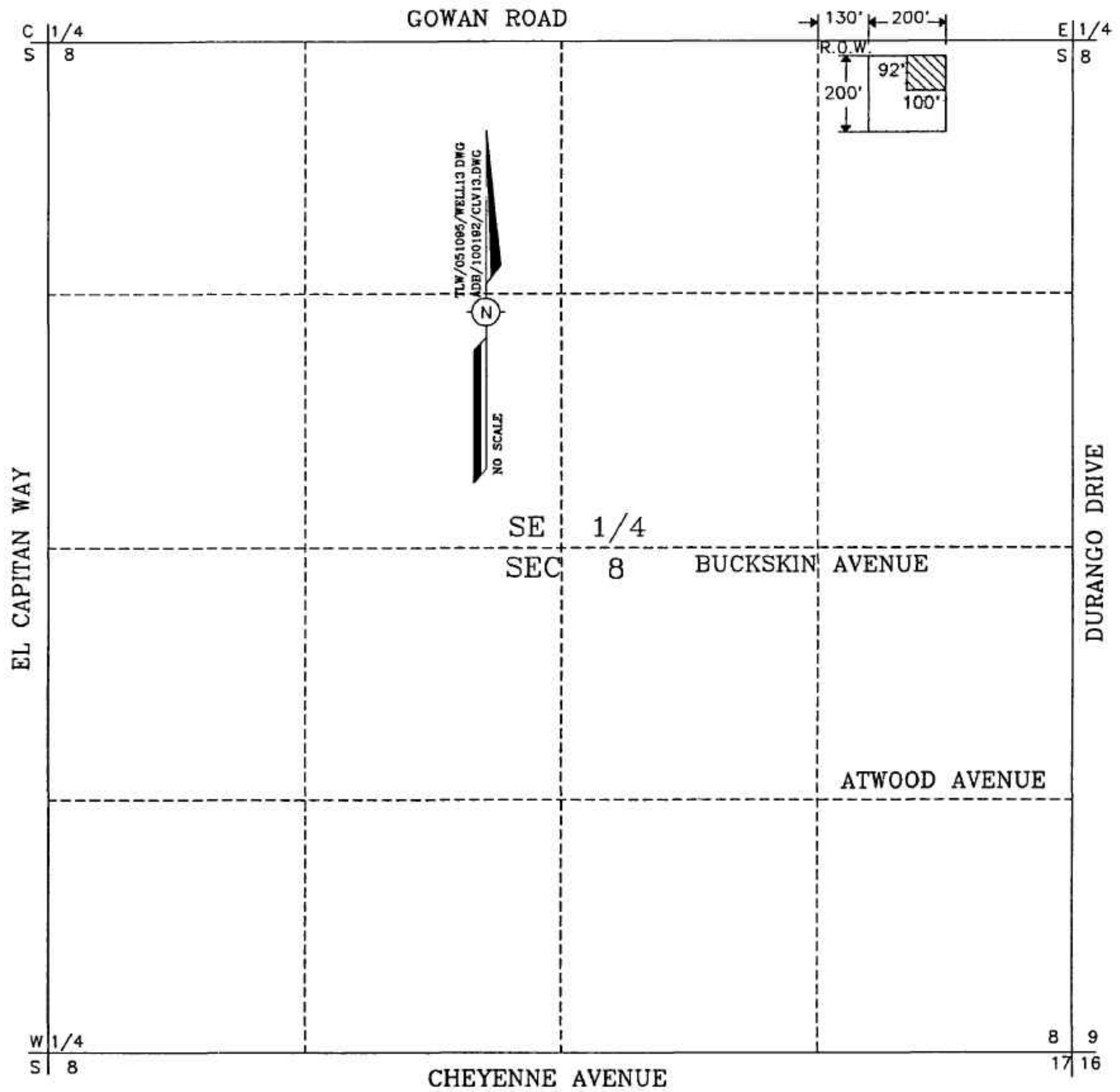


WELL SITE (0.21 acres)



PERMANENT EASEMENT (0.71 acres)

L.V.V.W.D.
FUTURE WELL SITE
CLV NO. 13
PROPOSED RELOCATION



LEGEND

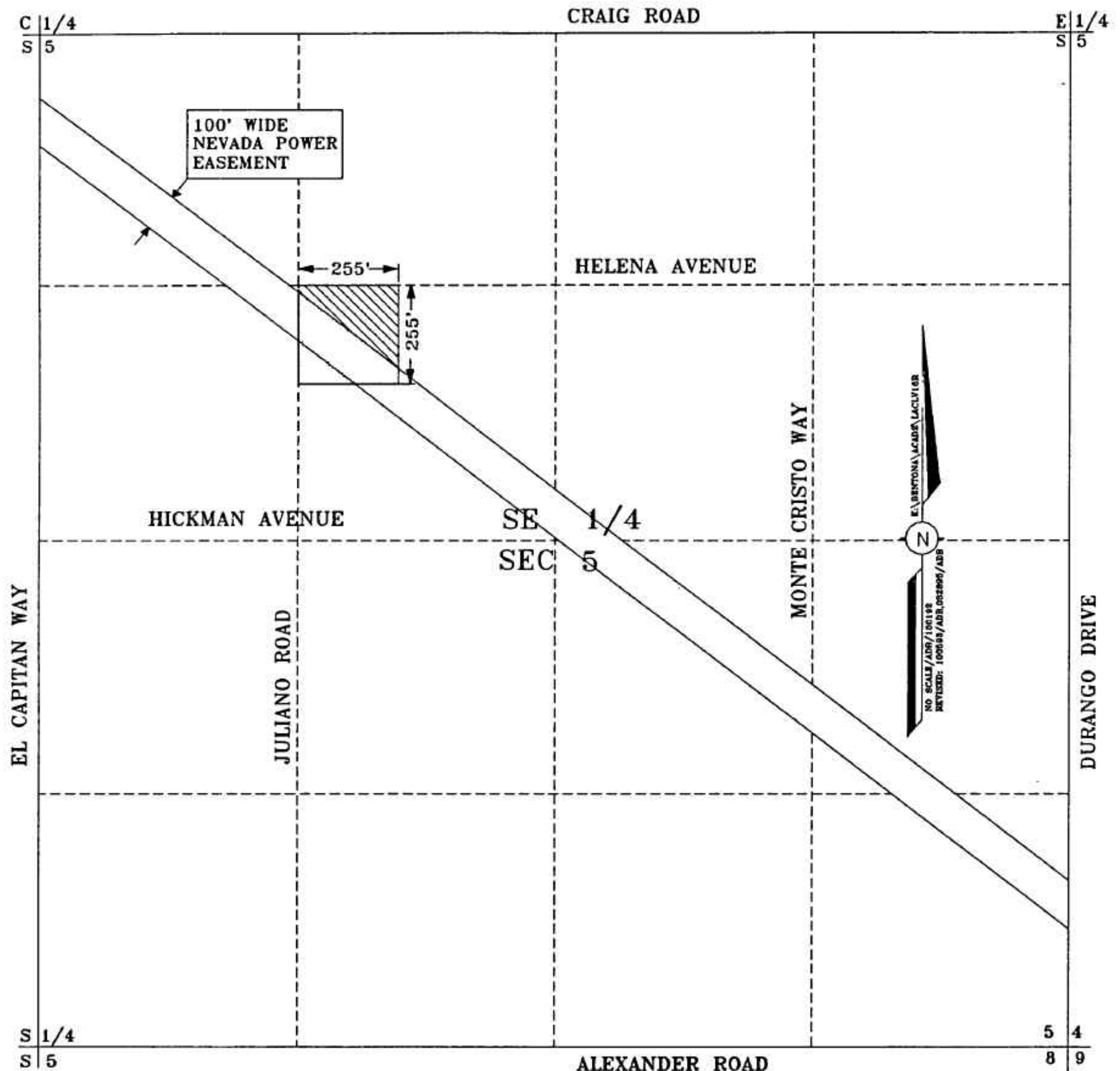


WELL SITE (0.21 acres)



PERMANENT EASEMENT (0.71 acres)

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF WAY ACQUISITION FROM U.S.A.
CLV-16



LEGEND



PERMANENT RIGHTS-OF-WAY ACQUISITION

THE NORTHERLY 255 FEET OF THE WESTERLY 255 FEET OF THE NW1/4 SE1/4 NW1/4 SE1/4 OF SEC.5, T.20S., R.60E., EXCEPTING THEREFROM THE 100 FOOT WIDE NEVADA POWER COMPANY RIGHT-OF-WAY GRANT SERIAL NUMBER NEV-043546 AND EXCEPTING THEREFROM THE SOUTHERLY 110 FEET OF THE WESTERLY 112 FEET OF THE NORTHERLY 255 FEET OF THE WESTERLY 255 FEET OF SAID PARCEL

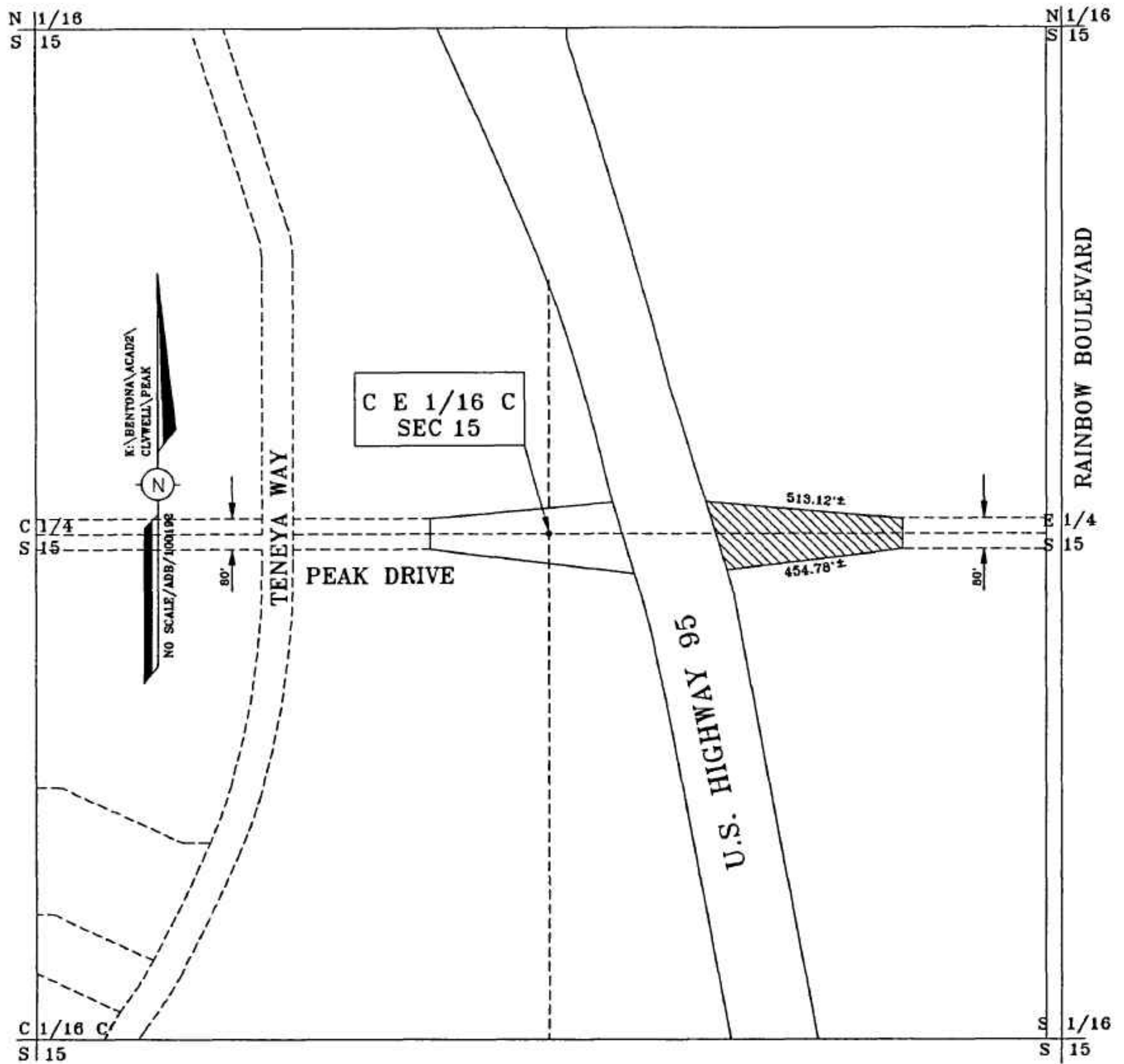


TEMPORARY RIGHTS-OF-WAY ACQUISITION

BEING A PORTION OF THE NORTHERLY 255 FEET OF THE WESTERLY 255 FEET OF THE NW1/4 SE1/4 NW1/4 SE1/4 OF SEC.5, T.20S., R.60E., DESCRIBED AS FOLLOWS:

A TRIANGULAR PARCEL OF LAND BOUNDED AS FOLLOWS ON THE WEST BY THE WESTERLY LINE OF THE NW1/4 SE1/4 NW1/4 SE1/4 OF SEC.5, T.20S., R.60E., ON THE SOUTH BY THE SOUTHERLY LINE OF THE NORTHERLY 255 FEET OF THE NW1/4 SE1/4 NW1/4 SE1/4 OF SEC.5, T.20S., R.60E., AND ON THE EAST BY THE EASTERLY LINE OF A 100 FOOT WIDE NEVADA POWER COMPANY RIGHT-OF-WAY GRANT SERIAL NUMBER NEV-043546

L.V.V.W.D.
FUTURE WELL SITE
RIGHTS-OF WAY ACQUISITION FROM U.S.A.
PEAK/I-95



LEGEND



WELL SITE LOCATION

STATE OF NEVADA)

)

RESOLUTION 10-95

COUNTY OF CLARK)

I, Patricia Mulroy, Secretary of the Board of Directors of the Las Vegas Valley Water District, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by said Board of Directors at a regular meeting of said Board held on the 6th day of June, 1995, and that it was so adopted by the following vote:

AYES:	Directors	Jay Bingham
		Yvonne Atkinson Gates
		Lorraine Hunt
		Myrna Williams

NOES:	None
-------	------

ABSTENTIONS:	None
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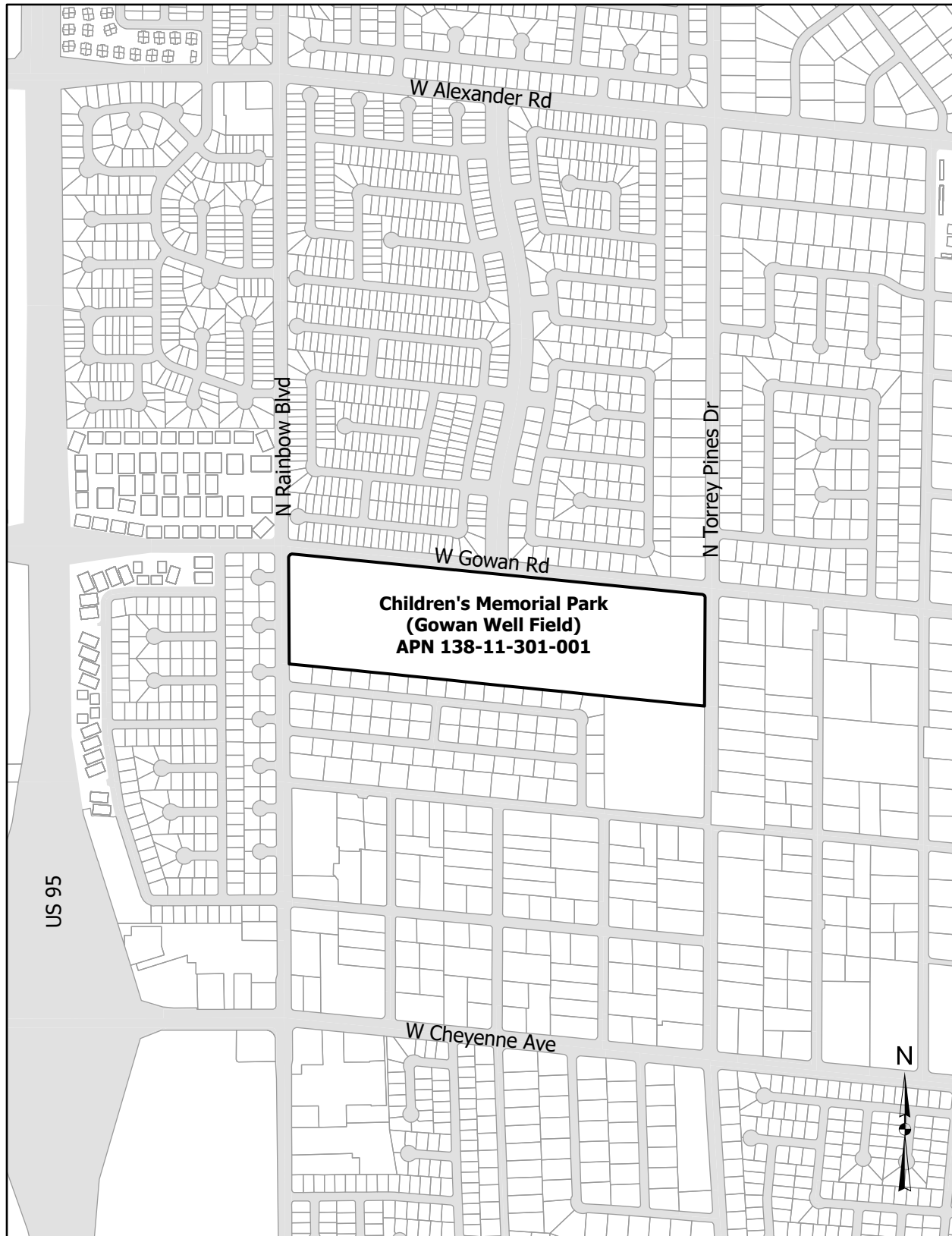
ABSENT:	Paul J. Christensen
	Erin Kenny
	Bruce Woodbury


Secretary of the Board of Directors
Las Vegas Valley Water District

SEAL

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
MAY 3, 2022

CHILDREN'S MEMORIAL PARK (GOWAN WELL FIELD)



INTERLOCAL COOPERATIVE AGREEMENT AMENDMENT AND RENEWAL FOR CITY OF LAS VEGAS CHILDREN'S MEMORIAL PARK

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement") made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "CITY"), and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, (the "DISTRICT"). The CITY and DISTRICT are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date of approval by the District and City, whichever date is later, as long as approval by one is within sixty (60) calendar days of approval by the other (the "Effective Date").

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, Nevada; and

WHEREAS, the DISTRICT owns certain real property previously referred to as the Gowan Well Field and now more commonly known as the Children's Memorial Park, hereinafter referred to as "Park"; and

WHEREAS, the CITY and DISTRICT entered into that certain Interlocal Cooperative Agreement dated May 5, 1992, (the "Agreement"), wherein the DISTRICT agreed to grant the CITY easements and rights of way over the Park property to establish a municipal park in exchange for the CITY providing the DISTRICT easements for well sites and related facilities over real property owned by the CITY; and

WHEREAS, the current Agreement, as amended on November 17, 1993 and June 7, 1995, is due to expire on May 5, 2022; and

WHEREAS, the CITY agreed to leave adequate open space adjacent to the existing well sites at the Park so that the DISTRICT could re-drill a new well adjacent to the existing wells; and

WHEREAS, the DISTRICT plans to drill a new well (the "New Well") on the north side of the Park; and

WHEREAS, the DISTRICT plans to connect the new well site to the DISTRICT's existing water system with the installation of a new 16-inch diameter pipeline and a new 24-inch diameter pipeline; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180 and wish to renew the existing Agreement for a 30-year term; and

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

ARTICLE I

1.0 CITY AGREES:

A. The CITY will cooperate with the DISTRICT to coordinate construction activities at the Park for the New Well site of approximately .66 acres as described and depicted in Exhibits A and Exhibit B.

B. The CITY agrees that no buildings, structures, walls, fences, or trees shall be placed upon, over or under the parcel of land where the new 16-inch diameter pipeline and new 24-inch diameter pipelines are installed as depicted in Exhibit C, except that said parcel may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, or shallow root landscaping purposes, insofar as such use does not interfere with its use by the DISTRICT.

ARTICLE II

2.0 DISTRICT AGREES:

A. The DISTRICT shall be responsible for all costs related to the design of the New Well and appurtenances to be constructed in the Park.

B. The DISTRICT shall construct a decorative block wall, wrought iron fence or a combination thereof around the New Well site which will have gated access and security fencing along the top which shall blend in with the Park and existing well sites.

C. The DISTRICT shall coordinate with the CITY to construct the well site and perimeter wall in a time and in a manner which causes the least disruption to the Park improvements and community activities at the Park.

ARTICLE III

3.0 IT IS MUTUALLY AGREED:

A. All other terms and conditions of the original Interlocal Cooperative Agreement dated May 5, 1992, the Amendment dated November 17, 1993 and the Amendment dated June 7, 1995 shall remain in full force and effect.

B. The term of this Agreement shall be for a period of thirty (30) years with an option to renew for an additional thirty (30) year term upon the same terms and conditions contained in this Agreement, and the aforementioned amendments thereto, upon the mutual written agreement of the Parties.

C. This Agreement may be amended or terminated at any time by the mutual agreement of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT

Carolyn G. Goodman
Mayor

Marylin Kirkpatrick, President
Board of Directors

Date: _____


Date: _____

Attest:

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

Approved as to Form:


John S. Ridilla
Chief Deputy City Attorney

Tabitha D. Simmons
Director of Legal Services

EXHIBIT A

LEGAL DESCRIPTION

[REFERENCE ATTACHED]

Portion of A.P.N. 138-11-301-001

"EXHIBIT A"

A description of real property being a portion of that parcel of land described in Grant Bargain Sale Deed Book 433, Instrument 348934 on file in the office of the Recorder, Clark County, Nevada, situate in the north half (N1/2) of the north half (N1/2) of the southwest quarter (SW1/4) of Section 11, Township 20 South, Range 60 East, Mount Diablo Meridian, Clark County, Nevada, being more particularly described as follows:

Commencing at the northwest corner of said southwest quarter (SW1/4) being also the centerline intersection of Rainbow Boulevard and Gowan Road; Thence along the centerline of said Rainbow Boulevard South 84°21'43" East, 665.64 feet; Thence South 05°38'17" West, 83.77 feet to the **Point of Beginning (P.O.B.)**; Thence South 06°18'18" West, 89.22 feet; Thence South 83°41'42" East, 321.15 feet; Thence North 06°18'18" East, 89.22 feet; Thence North 83°41'42" West, 321.15 feet to the **Point of Beginning (P.O.B.)**.

The lands described herein contain 28,653 square feet, more or less.

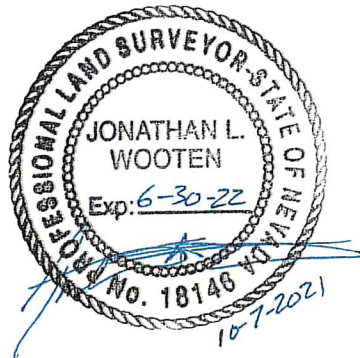
Basis of Bearings:

The Basis of Bearings for this survey is South 84°21'43" East being the north line of the aforementioned southwest quarter (SW1/4). Said north line is also shown as South 84°06'18" East on Record of Survey in File 207, Page 49 on file in the office of the aforementioned Recorder.

References:

- 1) "EXHIBIT B" 20R8228032 A.P.N. 138-11-301-001 PARCEL DESCRIPTION DIAGRAM attached hereto and made a part hereof
- 2) Grant Bargain Sale Deed Book 433, Instrument 348934 O.R
- 3) Record of Survey File 207, Page 49

Jonathan L. Wooten
Professional Land Surveyor
Nevada License No. 18146
Las Vegas Valley Water District



Prepared by: jlw Checked by: sjw
G:_PROJECTS_CONTRACT JOBS (DESIGN)\20R8228032\WORKING FILES\WORD\20R8228032
AREA DESCRIPTION.DOCX

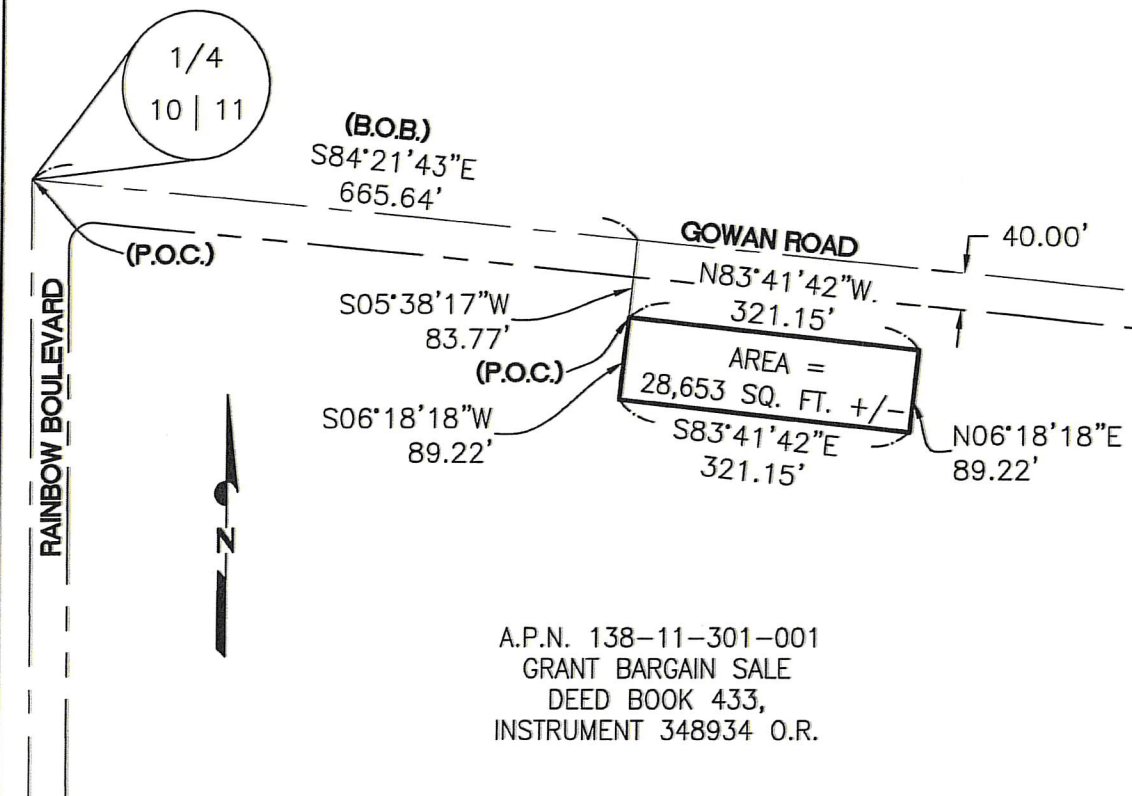
EXHIBIT B

PARCEL DESCRIPTION DIAGRAM

[REFERENCE ATTACHED]

APN: 138-11-301-001

"EXHIBIT B"
PT., SECTION 11, T.20 S., R.60 E., M.D.M.



LEGEND

---	CENTERLINE	(A.P.N.)	ASSESSORS PARCEL NUMBER
---	TIE LINES	(P.O.B.)	POINT OF BEGINNING
---	EASEMENT AREA	(P.O.C.)	POINT OF COMMENCEMENT
---	RIGHT OF WAY LINES	(B.O.B.)	BASIS OF BEARINGS
O.R.	OFFICIAL RECORDS		

LAS VEGAS VALLEY WATER DISTRICT SURVEY DRAWING

SCALE	DRAWN BY: JLW 10/7/21
1" = 200'	CHECKED BY: SJW 10/7/21
	PLS: JLW 10/7/21

PAGE 2 OF 2

20R8228032
A.P.N. 138-11-301-001
PARCEL DESCRIPTION DIAGRAM

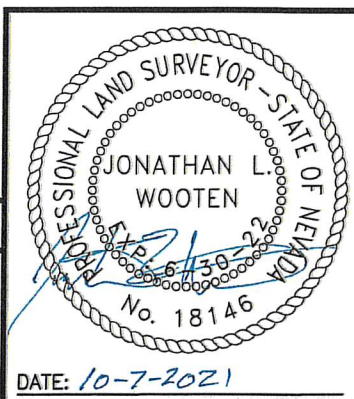


EXHIBIT C

CHILDREN'S MEMORIAL PARK FUTURE WELL SITE AND PIPELINES



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

May 3, 2022

Subject:
Agreement

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager or his designee to sign a line extension agreement between Nevada Power Company dba NV Energy and the District to construct an electrical power service line for the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station in an amount not to exceed \$81,621, and authorize the General Manager or designee to sign future agreements in substantially the same form as attached hereto that do not to exceed \$100,000.

Fiscal Impact:

The requested \$81,621 is available in the District's Capital Budget.

Background:

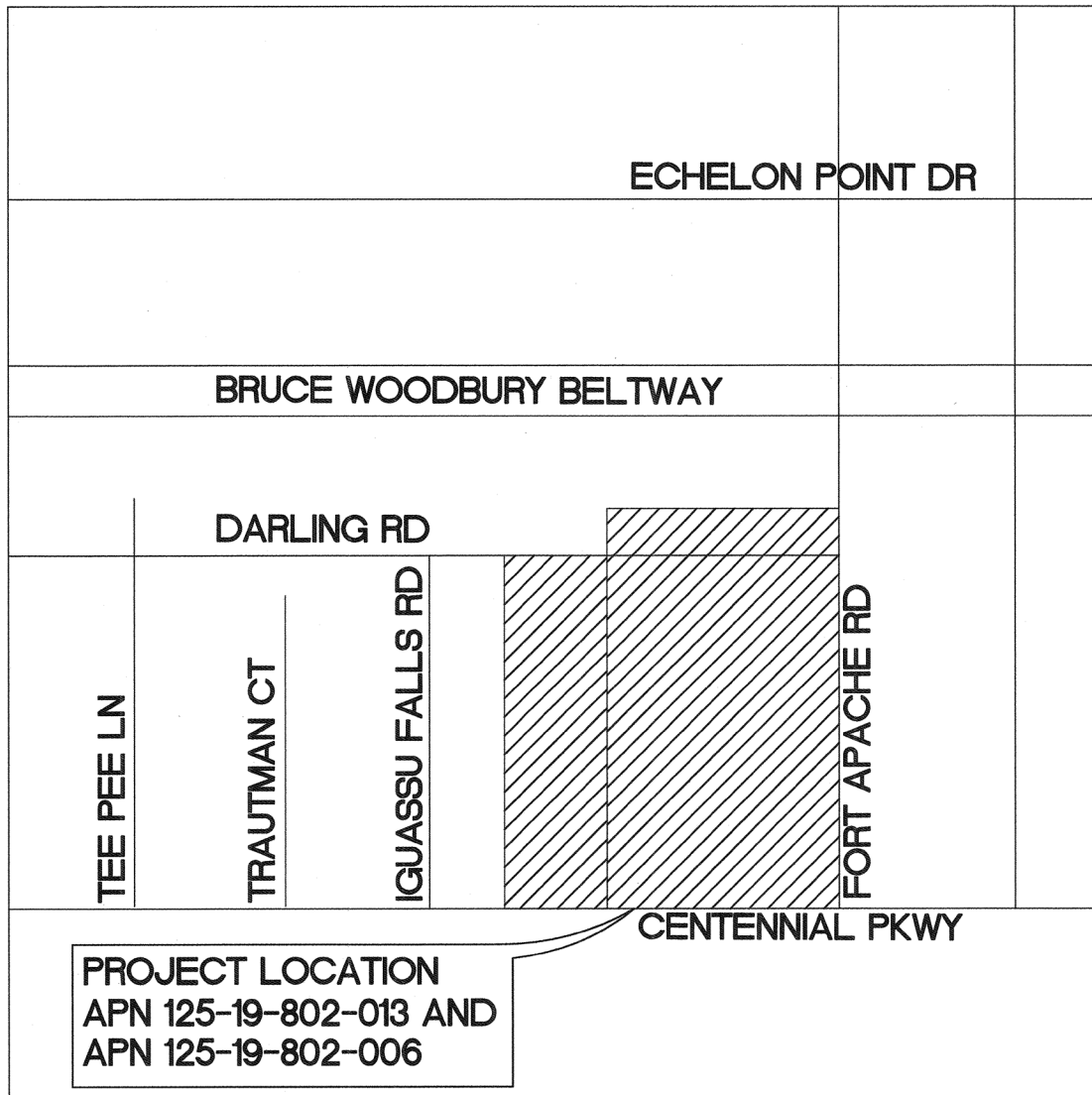
On July 6, 2021, the Board of Directors awarded a contract to construct the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station (collectively, Centennial). The attached Rule 9 Large Project Line Extension Agreement (Agreement) with Nevada Power Company dba NV Energy (NV Energy) provides the terms and conditions necessary to install new electrical infrastructure for Centennial, located as generally shown on Attachment A. The Agreement requires the District to pay a construction utility advance to NV Energy in the amount of \$81,621. A portion of that amount, \$64,250, is subject to refund in accordance with the terms and conditions of NV Energy Rule 9.

In addition, on January 3, 2005, the Board granted the General Manager signature authority for future large project line extension agreements, in substantially the same form as the agreement approved pursuant to the 2005 agenda item, that did not exceed \$25,000. Due to cost increases since that time, this agenda item would increase that amount and authorize the General Manager or his designee the authority to sign future large project line extension agreements in substantially the same form as attached hereto that do not exceed \$100,000.

This agreement is being entered into pursuant to NRS 332.115(1) 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 agenda item.

**LVVWD BOARD OF DIRECTORS
AGENDA ITEM**

**PROJECT NO. 2343L/C1481
CENTENNIAL 2635 ZONE RESERVOIR AND
2745 ZONE PUMPING STATION**



VICINITY MAP
NOT TO SCALE



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Publicly Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	1326
Corporate/Business Entity Name:	Nevada Power Company
Doing Business As:	NV Energy
Street Address:	6226 W. Sahara Avenue
City, State, and Zip Code	Las Vegas, NV 89146
Website:	https://www.nvenergy.com/
Contact Name:	Lisa Shelton
Contact Email:	lisa.shelton@nvenergy.com
Telephone No:	702-402-5000
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	7155 S. Lindell Rd.
City, State, and Zip Code	Las Vegas, NV 89118
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	702-402-5000
Fax No:	

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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

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

No Ownership More than Five Percent (5%) Statement: *(if applicable)*

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Lisa Shelton
Signer Title:	Major Account Executive
Signer Email:	lisa.shelton@nvenergy.com
Signed Date:	2021-08-18

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

Ryan Pearson 
Signature

Digitally signed by Ryan Pearson
Date: 2022.04.07 10:40:20-07'00'

Ryan Pearson
Print Name/Title

April 7, 2022
Date

Nevada Power Company
Officers & Directors as of April 19, 2021

Elected Corporate Officers

<u>Name</u>	<u>Office</u>
Douglas A. Cannon	President & Chief Executive Officer
Anthony F. Sanchez, III	Executive Vice President, Business Development & External Relations
Jennifer L. Oswald	Senior Vice President, Human Resources & Corporate Services
David Ulozas	Senior Vice President, Energy Supply
Brandon M. Barkhuff	Senior Vice President, Corporate Secretary General Counsel & Chief Compliance Officer
Michael E. Cole	Senior Vice President, Chief Financial Officer & Treasurer
Carolyn Barbash	Vice President, Transmission Development & Policy
Jesse Murray	Vice President, Electric Delivery and Natural Disaster
Joshua Langdon	Vice President, Transmission
Kimberly D. Hopps	Assistant Treasurer
Jeffery B. Erb	Assistant Corporate Secretary
Deborah Bone	Assistant Corporate Secretary

Directors

Douglas A. Cannon
Anthony F. Sanchez, III
Jennifer L. Oswald
David Ulozas
Brandon M. Barkhuff
Michael E. Cole



DESIGN APPROVAL AGREEMENT (Electric)

Project ID: 3002534118
Project Title: CENTENNIAL PUMP
STATION
Project Coord.: Arroyo, Gabriela
Date Printed: 02/05/2019

1. LAS VEGAS VALLEY WATER DISTRICT, a(n) Quasi-municipal corporation of the State of Nevada, ("**Applicant**") acknowledges that it has reviewed the design attached hereto for PID 3002534118 ("**Design**") that Nevada Power Company d/b/a NV Energy ("**Utility**") prepared, including all notes and Utility's standards referenced therein.
2. Applicant understands and agrees to abide by Utility's Electric Service Standards for Southern Nevada. These standards are available at <http://www.nvenergy.com/business/newconstruction/newconstructionS/servicestandards.cfm>. Applicant acknowledges that Applicant is bound by all notes on the Design.
3. Applicant agrees that the Design is appropriate for providing the electric service Applicant requested, if any, and hereby accepts and agrees to the type and location of Utility's facilities.
4. Applicant agrees that the location of the conduit, pads, switches, transformers and other facilities on the Design do not conflict and are compatible with Applicant's project.
5. Applicant acknowledges that this Design is preliminary and is subject to certain approvals, including Applicant acquiring and delivering to Utility easements it deems reasonably necessary, Applicant acquiring any necessary permits, and applicable government entities approving the Design ("**Approvals**"). Accordingly, Applicant accepts complete responsibility for any work, and all costs associated with that work, that it performs or causes to be performed before Applicant obtains these Approvals and before Utility releases PID 3002534118 for construction. The Parties will attach the final, approved Design to the applicable line extension agreement entered into between Applicant and Utility.
6. Applicant agrees that Applicant must follow Utility's procedures for obtaining electric service and/or relocating Utility's facilities and that Applicant is bound by Utility's Tariff Schedules. The Tariff Schedules are available at <http://www.nvenergy.com/company/rates/snv/>.
7. Applicant agrees that this Design Approval Agreement is not an acceptance of or waiver of any conflict between Applicant's project and Utility's easements, prescriptive rights, rights-of-entry or other property rights located within or adjacent to Applicant's project or between Applicant's project and Utility's above-ground and underground distribution and transmission facilities located within or adjacent to Applicant's project.
8. Applicant acknowledges that conduit(s) identified on the Design as "existing" might, or might not, have been installed and one or more of those "existing" conduits might need to be repaired or replaced. Applicant acknowledges that, at its Total Cost (defined in Rule 9 of the Tariff Schedules), Applicant must (a) verify the existence and integrity of that "existing" conduit, (b) install any missing conduit, (c) repair or replace that "existing" conduit to Utility's satisfaction and (d) in Utility's discretion, video inspect, re-mandrel and/or re-mule tape any conduit being used for the Project (defined in Rule 9 of the Tariff Schedules). Utility recommends that Applicant have the underground contractor perform the foregoing before Utility and Applicant sign the line extension agreement for construction of the Project. Before mandrelling any "existing" conduit and at least two business days in advance, Applicant must contact Utility's Inspector at the telephone number identified on the Design so that Utility may provide standby service at Applicant's Total Cost.
9. Applicant agrees that, before going to construction and before Utility will provide service to Applicant's project or relocate any Utility facilities, Applicant must sign a line extension agreement.



**DESIGN APPROVAL AGREEMENT
(Electric)**

Project ID: 3002534118
Project Title: CENTENNIAL PUMP
STATION
Project Coord.: Arroyo, Gabriela
Date Printed: 02/05/2019

LAS VEGAS VALLEY WATER DISTRICT

By: [Signature]
Printed Name: Ryan Pearson
Title: Engineering Division Manager
Date: 3/4/19

Revisions: Installed spare 4"C from UGM30512 to primary meter. Re-route 6"C to to
MH6105, per customer's request.

1) Description: _____

Applicant Approval: _____ Date: _____

Relocated fuse cabinet & RS-82 to west side of D/W, per customer's request. Adjust

2) Description: conduits accordingly.

Applicant Approval: _____ Date: _____

Changes callouts on manhole MH3668, to read that adjustment to final grade, by customer.

3) Description: No DE or DAA required.

Applicant Approval: _____ Date: _____

4) Description: _____

Applicant Approval: _____ Date: _____

GOVERNMENT APPROVAL (IF GOVERNMENT APPROVAL OF THE DESIGN IS REQUIRED):

**(If government has any questions, please call Arroyo, Gabriela at
(702)402-6753.)**

The governmental entity having jurisdiction hereby acknowledges that the Design submitted by Utility
has been approved for construction on the date listed below.

Signed: _____ Date: _____



Memorandum of Advance/Credit

Date Issued: 03/26/2022
Project Number: 3002534118 **Project Title:** CENTENNIAL PUMP STATION
Request No: 58878 **Estimate Version :** 5
Applicant Name: LAS VEGAS VALLEY WATER DISTRICT
Applicant Address: 1001 S. VALLEY VIEW **Memorandum Number:** 74749
BLVD, LAS VEGAS, NV
89153
Applicant Phone: 702-875-7059
Applicant Fax: 702-862-7452
Applicant Email: GARY.HALE@LVVWD.COM
Project Coordinator: Gabriela Arroyo **Phone Number:** (702)402-6753

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	55,340.00	0.00	8,910.00	64,250.00
Non-Refundable	11,462.00	1,250.00	8,259.00	20,971.00
Credits				3,600.00

Total Advance Due: \$81,621.00

If proceeding with contract, please follow the remittance instructions:

1. Please sign contract.
2. Make check, money order, or cashiers check payable to NV Energy. Credit cards not accepted.
3. Write your project number (shown above) on the check.
4. Please remit the contract and payment to the following location:
New Business Contract Administration
ATTN: Rule 9 SCSR
P. O. Box 98910
MS B54RN
Las Vegas, NV 89151

If this payment is related to the final advance, then:

1. Enclose any necessary project documentation required for your project along with your signed contract and payment.
2. NV Energy must receive signed contract, payment, and all required documents before the project will be scheduled for construction.
3. If the signed contract and payment are not returned to NV Energy within ninety (90) days of the date identified above under "Date Issued" or the Tax Gross-up Rate changes before you return the signed contract and payment to NV Energy, NV Energy will re-estimate the costs and provide you with a revised contract.

Contact your project coordinator at (702)402-6753 with any questions or concerns. Thank you!

Note: All executed documents will be sent via email to the address above.

___ Check if you require to receive documents through U.S. Mail

This memorandum is provided for informational purposes only.

Accounting Sheet



Project ID:	3002534118	Project Title:	CENTENNIAL PUMP STATION
Request No:	58878	Estimate Version:	5
		Substation PID:	

A) Subject To Refund Taxable Amount (252.000,107.000)		B) Subject To Refund Tax (253.000,253.030)	
Contracts(252.000)	55,340.00	(A-252)*Tax Rate(%) (253.000)	8,910.00
Contracts(107.000)	0.00	(A-107)*Tax Rate(%) (253.030)	0.00
Proportionate Share Attachment(252.000)	0.00	Total	8,910.00
Total	55,340.00		
C) Non-Refundable Taxable Amount (107.000, 253.075)		D) Non-Refundable Tax (253.030)	
Contract - RULE9 CIAC	11,462.00	(C-107) Rule 9 Tax(%)	1,845.00
CONTRACT-RULE 9 CIAC (over \$500k)	0.00	Total Tax	1,845.00
Non Standard Inspection (overtime, multiple)			
Total	11,462.00		
E) Non-Refundable (Non Cash) Tax (253.090)		F) Subject To Refund / Non-Taxable Amount (252.000,107.000)	
Estimated value of non-cash contribution	39,840.00	For 252.000	0.00
Distribution Substructure Tax	6,414.00	For 107.000 (or Design Advance)	0.00
Total	6,414.00	Total	0.00
G) Non - Refundable / Non-Taxable Amount (107.000, 253.075)		H) Non-Refundable / Non-Taxable Amount (108.000, 253.075)	
Public Good Rule 9	0.00	Non- Taxable(Removal) Rule 9	1,250.00
PUBLIC GOOD Rule 9 (over \$500k)	0.00	Non-Taxable (Removal) Rule 9 (over \$500k)	0.00
Non Standard Inspection (overtime, multiple)		Non- Standard Inspection (overtime, multiple)	
Total	0.00	Total	1,250.00
		I) Credits (107.000)	
		Applicant Installed Credit / Misc	0.00
		Gas Service Credit	0.00
		Retention Amount	0.00
		For 107.000 (or Design Advance)	3,600.00
		Total	3,600.00
Applicant Advance			
81,621.00			

Cash Ticket



Project ID : 3002534118 Project Title : CENTENNIAL PUMP STATION
 Accounting Sheet ID : 111324 Coordinator : Gabriela Arroyo Budget ID : D1104

DESCRIPTION	ACCOUNT	DEPT	PRODUCT	PROJECT	ACTIVITY ID	RESOURCE TYPE	CATEGORY	AMOUNT
(A.1) Cust Advance-Refundable-Taxable - Liab (252)	252000	D306	410	3002534118C	A622	85	C305	\$55,340.00
(F.1) Cust Advance-Refundable-Non-Taxable - Liab (252)	252000	D306	410	3002534118C	A622	85	C305	\$0.00
(A.2) CIAC - Refundable-Taxable-CWIP (107)	107000	D306	410	3002534118	A626	85	C305	\$0.00
(F.2) CIAC - Refundable-Non-Taxable-CWIP (107)	107000	D306	410	3002534118	A628	85	C305	\$0.00
(C) CIAC - Non-Refundable-Taxable-CWIP (107)	107000	D306	410	3002534118	A627	85	C305	\$11,462.00
(C) Advance Subject to Cancellation	253075	D306	410	3002534118	A622	85	C305	\$0.00
(G) CIAC - Non-Refundable-Non-Taxable-CWIP (107)	107000	D306	410	3002534118	A629	86	C305	\$0.00
(G) Advance Subject to Cancellation	253075	D306	410	3002534118	A627	85	C305	\$0.00
(B.1) Tax Gross-up-(on 252000) - Refundable Advance	253000	D306	410	3002534118C	A623	85	C305	\$8,910.00
(B.2) Tax Gross-up-(on 107000) - Refundable CIAC	253030	D306	410	3002534118C	A620	85	C305	\$0.00
(D) Tax Gross-up-(on 107000) - Non-Refundable CIAC	253030	D306	410	3002534118	A620	85	C305	\$1,845.00
(E) Tax Gross-up-Trench Tax	253090	D306	410					\$6,414.00
(H) RWIP Cost of Removal (non-refund & non-taxable)	108000	D306	410	3002534118	A604	86	C305	\$1,250.00
(H) Advance Subject to Cancellation	253075	D306	410	3002534118	A627	85	C305	\$0.00
(C) Customer Paid Overtime - RWIP - taxable	107000	D306	410	3002534118	A627	85	C305	\$0.00
(G) Customer Paid Overtime - CWIP - Non - taxable	107000	D306	410	3002534118	A629	86	C305	\$0.00
(H) Customer Paid Overtime - RWIP - Non - taxable	108000	D306	410	3002534118	A629	86	C305	\$0.00
(I) Engineering Advance - CWIP - Other	107000	D306	410	3002534118	A628	85	C305	(\$3,600.00)
(I) Applicant Installed Credit/Misc.-(CWIP-Install-Other)	107000	D306	410	3002534118	A357	81	C305	\$0.00
(I) Gas Main Credit - (CWIP-Install-Other)	107000	D306	410	3002534118	A357	81	C305	\$0.00
(I) Gas Service Credit - (CWIP-Install-Other)	107000	D306	410	0020000121	A357	81	C305	\$0.00
Job Order Cash Receipt - Other Advances	186201	D306	410	3002534118	A606	81	C305	0.00
(I) Retention Amount	107000	D306	410	3002534118	A628	85	C305	\$0.00
Total Cost								\$81,621.00
(I) Credit Contract	107000	D306	410	0020000121	A626	85	C305	\$0.00

**RULE 9
LARGE PROJECT LINE
EXTENSION AGREEMENT**

Project ID: 3002534118

Project Title: Centennial
Pump Station

Agreement No.: 82302

This Rule 9 Large Project Line Extension Agreement (“**Agreement**”) is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy (“**Utility**”) and Las Vegas Valley Water District, a(n) Quasi-municipal corporation of the State of Nevada, (“**Applicant**”) (individually, a “**Party**” and collectively, the “**Parties**”).

RECITALS

- A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.
- B. Applicant has requested an Alteration of Existing Facilities and/or Service to its Development.
- C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Agreement, Utility will complete the Project.
- D. This Agreement involves a Large Project.
- E. Applicant acknowledges that it must follow Utility’s procedures for identifying and resolving conflicts between its Development and the Electric System and that Utility will only waive or approve a particular conflict through Utility’s standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

- 1.1 Project. In order to provide 2165 KVA of Service to Applicant and/or perform an Alteration of Existing Facilities, Utility will modify the Electric System as shown on the Design titled Centennial Pump Station and attached as Exhibit A-1. The load schedule with the Project’s Estimated Full Build-out Project Load (“**EFBPL**”) and major milestones towards such EFBPL is attached as Exhibit A-2 (“Project Load Schedule”).
- 1.2 Estimated Total Costs. The Estimated Total Costs for the Project are **\$97,265.00**, as summarized on Exhibit B.
- 1.3 Estimated Advance. The estimated Advance is **\$85,221.00**, consisting of:
 - (A) CIAC. An estimated CIAC in the amount of **\$12,712.00** (“**Estimated CIAC**”). This amount includes a non-taxable, non-refundable cost of **\$1,250.00** and a taxable, non-refundable cost of **\$11,462.00**. If the Estimated CIAC exceeds \$40,000, it is subject to a Total Cost True-up.
 - (B) Advance Subject to Potential Refund. An Advance Subject to Potential Refund in the amount of **\$55,340.00**. This amount includes Applicant’s responsibility for any Proportionate Share Allocation and any applicable Commission order in the amount of **\$0.00**.
 - (C) Tax Gross-Up. The estimated Tax Gross-up is:
 - (1) Advance Subject to Potential Refund. A Tax Gross-up relating to the Advance Subject to Potential Refund in the amount of **\$8,910.00**. This Tax Gross-up is subject to refund.

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LARGE PROJECT LINE
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Project ID: 3002534118

Project Title: Centennial
Pump Station

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- (2) CIAC. A Tax Gross-up relating to CIAC in the amount of **\$1,845.00**. This Tax Gross-up is subject to adjustment in connection with any Total Cost True-Up.
- (3) Non-Cash Contributions. A Tax Gross-up relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **\$6,414.00**. This Tax Gross-up is not subject to refund.
- 1.4 Up-front Allowance. The Maximum Allowance is **\$116,910.00**. As shown on Exhibit C, the Up-front Allowance is **\$29,214.00**.
- 1.5 Payment. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility – or deliver a purchase order to Utility in the amount of **\$81,621.00** ("**Initial Amount**"). When calculating this amount, Utility applied any Up-front Allowance and, if applicable, a credit for any Utility Betterment.
- 1.6 Related Contracts.
- (A) Proportionate Share Contracts. If Applicant attaches to a Line Extension installed by a previous Applicant (defined in Rule 1), such as those identified in this Subsection, Applicant must pay a Proportionate Share Allocation(s):
- | PID | Contract No. | Dated | Expiration | Title |
|------|--------------|-------|------------|-------|
| None | | | | |
- (B) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:
- | PID | Contract No. | Dated | Expiration | Title |
|------|--------------|-------|------------|-------|
| None | | | | |
- 1.7 Variance from the Project's Load Schedule. To the extent actual loads vary from the expected loads set forth in Project Load Schedule, the Parties agree as follows:
- (A) If the actual load, or if Applicant's alteration to Project load requirements, is twenty-five (25) percent or more lower than the corresponding load projected in Project Load Schedule or exceeds the corresponding Project Load Schedule by five (5) percent or more, as determined by Utility, this is considered a change ("**Change**"). That said, any amount of Applicant's actual load that is below twenty-five (25) percent of the corresponding load projected in Project Load Schedule due to Applicant's regulatory requirement to provide additional pumping for public safety, regulatory mandated water conservation, policy to construct for ultimate capacity prior to required demand being realized, and inability to control development and associated water demand shall not be considered a change.
- (B) The Parties must meet within thirty (30) calendar days after Applicant provides Utility written notice of a Change, or Utility determines (in its discretion) that a Change has occurred, to evaluate what impact the Change has, if any, on Utility's Electric System or the facilities required to provide service to the Project and consequently on the Project's actual Service requirements. Based on the Change and then-current load and load forecast, the Parties agree to modify this Agreement so that it is mutually satisfactory to both Parties within thirty (30) calendar days of meeting or within thirty (30) calendar days of the Parties agreeing

**RULE 9
LARGE PROJECT LINE
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to amend this Agreement, whichever date is later. However, Utility reserves the right to determine that a new Rule 9 Agreement is required because the Change cannot be addressed adequately or in a timely manner by amending this Agreement, in which case this Agreement will terminate. Utility is under no obligation under this Agreement or otherwise to provide Service to the Project at more than the projected load, as set forth in Project Load Schedule, until after the Parties sign the amendment(s) (or a new Rule 9 Agreement) and Applicant pays the Total Costs associated with the Change. Applicant must not use or take more than the projected load, as set forth in Project Load Schedule, from Utility's Electric System until after Utility's Electric System is modified in accordance with the amendment(s). The then-current Rule 9 will apply to any Rule 9 Agreement signed by the Parties pursuant to this Subsection (B).

2. Description and Design of the Project

- 2.1 Design for Project; Amendment. The design for the Project, including any Betterments is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. If any Contingent Facilities are identified on the Design and not installed, then the Design will change, and the Total Costs, may change. The Parties may revise the Design by amending this Agreement in accordance with Section 11.10.
- 2.2 Condition to Providing Service. Utility is not obligated to provide electric Service to the Development and may stop work on the Project until after Applicant meets its obligations under Section 4.4 to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development or continues working on the Project even though conflicts remain, Applicant is responsible for resolving those conflicts at its Total Cost and to Utility's satisfaction and Applicant must (at its Total Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.
- 2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay Construction Complete and Service to the Development.
- 2.4 Sources of Power. The sources of power from the Electric System to the Development are subject to change, at Utility's discretion. Applicant understands that the Electric System configuration is dynamic and at the sole discretion of Utility and that interruptions of electric service to the Development, both on a scheduled and unscheduled basis, are inherent in the provision of service to the Development.
- 2.5 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a Reduction of Service before or after the Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other Customers or Applicants.

3. Betterments; Refunds; True-Ups

- 3.1 Utility and Applicant Betterments. [INTENTIONALLY OMITTED]
- 3.2 Limitation on Refunds. The Advance Subject to Potential Refund is the maximum possible Refund that Applicant may receive. The Refund may range from \$0 to the balance of the Advance Subject to Potential Refund.

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3.3 Performance of True-Ups. Utility will perform an Allowance True-up in accordance with Rule 9, Section A.31. Utility will perform a Total Cost True-up in accordance with Rule 9, Section A.31. After Utility performs the Allowance True-up and/or Total Cost True-up, Utility will either invoice Applicant or provide a Refund to Applicant. In accordance with Rule 9, Section A.31, Utility might perform more than one Allowance True-up and/or send Applicant an invoice(s) or Refund for Total Cost items that were finalized or became known after the original Total Cost True-up.

3.4 [INTENTIONALLY OMITTED]

3.5 [INTENTIONALLY OMITTED]

4. Applicant's Obligations

4.1 Responsibility for Total Costs; Purchase Order Process. Applicant is responsible for the Total Costs, except for those Utility is specifically responsible for under Rule 9. If Utility agreed to accept a purchase order from Applicant for the Initial Amount, Utility will invoice Applicant's Total Costs against that purchase order. Applicant acknowledges that these invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might delay completion of the Project and Service to the Development.

4.2 Payment of Advances. Applicant must pay all Advances based on the Estimated Total Costs identified initially in Exhibit B and those identified subsequently by Utility in accordance with Rule 9.

4.3 Obligation to Construct Facilities in Compliance with Laws. At its expense, Applicant and its contractors must construct and install Rule 9, Section A.12.a improvements as shown on the Design, in a manner consistent with the Property Rights for those improvements and in compliance with all Permits, applicable Laws, Utility's Standards, the Tariff Schedules and the National Electrical Safety Code.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts.

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and the Electric System located within the Development, (2) the Development and the Electric System located within or adjacent to offsite improvements required for the Development, (3) the Development and the Electric System located adjacent to the Development, and (4) the Development and Utility's Property Rights within and adjacent to the Development.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe the Electric System located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities

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and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

- (C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

- 4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. In addition to providing Applicant with an invoice for the Initial Amount, Utility might periodically invoice Applicant in connection with this Agreement for new or increased Total Costs. If Utility agreed to accept a purchase order from Applicant, Utility will invoice Applicant for the Total Costs against that purchase order (as amended). Otherwise, the Initial Amount is due when Applicant delivers the signed Agreement to Utility. Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. Applicant must reference PID 3002534118 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project and/or not provide Service to the Development until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Project.
- 4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.
- 4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility and to notify Utility of any inconsistencies between the Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities and Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities constructed, or being constructed, for the Project:
- (A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or
 - (B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
 - (C) Resulting from or arising out of surface or subsurface field conditions; or
 - (D) That were installed outside the Property Rights intended for such facilities; or

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- (E) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the Property Rights intended for such facilities.

4.8 Inspection of and Responsibility for Rule 9, Section A.12.a Improvements Installed by Applicant. For Rule 9, Section A.12.a improvements installed by Applicant, Applicant must:

- (A) Allow Utility to inspect the construction and installation of these improvements.
- (B) Maintain, repair, and (as Utility deems necessary) replace these improvements until Utility's Acceptance, in addition to providing the guarantees in Section 6. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense and to Utility's satisfaction) must replace the damaged conduit.

4.9 Obligation to Provide Information to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and within ten (10) days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a.

4.10 Reduction of Service or Termination Charges; Security. Within sixty (60) days of receiving written notice from Utility and in accordance with Rule 9, Section A.23 and Rule 9, Section A.25, Applicant must pay a Reduction of Service or Termination Charge and/or provide Security in a form acceptable to Utility. Applicant shall not be subject to the charges or security requirements of this Section 4.10 where a reduction in service is due to factors that are not deemed a "Change" in service under Section 1.7(a) above.

5. Property Rights; Ownership and Lien Release(s)

- 5.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Total Cost, Utility may obtain an appraisal(s) of the Property Rights.
- 5.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).
- 5.3 Responsibility for Use of Utility's Property Rights. Applicant is responsible for (A) any violation or breach of any Property Rights for the Project or any agreements or instruments creating or evidencing any Property Rights for the Project (collectively, "**Property Rights Documents**") by Applicant or any of its contractors or any of their respective subcontractors, directors, officers, employees, representatives or agents ("**Responsible Parties**"); (B) any requirement of or obligation imposed by any Property Rights or Property Rights Documents in connection with any Rule 9, Section A.12.a improvements or other work performed by one or more Responsible Parties in connection with this Agreement

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(the “**Work**”); and (C) any violation of applicable Law or of a Permit by one or more Responsible Parties in connection with the Work.

- 5.4 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Betterments, under this Agreement are property owned, maintained, and controlled by Utility upon Utility’s Acceptance. Utility (not Applicant) owns all material Utility orders for the Project for use on Utility’s side of the Point of Delivery. Upon Utility’s written request, Applicant will sign and deliver a bill of sale in a form acceptable to Utility that conveys all of Applicant’s rights, title and interest in the Rule 9, Section A.12.a improvements to Utility and certifies that these improvements are free of liens and other encumbrances. Utility has the right to use, and allow other Customers to use, these improvements for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use these improvements if Utility is required to do so by the federal Telecommunications Act or other applicable Laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility’s standard requirement for spare conduit) and pays the Total Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant and Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Customers and allow designated telecommunications carriers and cable television companies to use that conduit.
- 5.5 Release of Lien or Claim. Upon Utility’s written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the Rule 9, Section A.12.a improvements.

6. Guarantees

- 6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility’s Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following completion of the Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.
- 6.2 Utility’s Option to Remedy Defect. Utility may, at its option and Applicant’s sole Total Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 6.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility’s satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all amounts it incurred within sixty (60) days of receiving an invoice from Utility.
- 6.3 Modification or Relocation of Electric Facilities. If Applicant requests that the Line Extension or relocation be constructed prior to the establishment of final grade or the alignment of the roads, streets, or alleys and a conflict arises, Applicant is responsible for the Total Cost to relocate, modify and remove the electric facilities in accordance with Rule 9, Section A.10. Any replacement Property Rights Utility determines are needed must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

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7. Default

- 7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement, within ten (10) days of receiving written notice of such failure from the other Party ("**Non-Defaulting Party**"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date that is dependent on Applicant's or a third-party's performance is not an event of default.
- 7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator and to the Utility department identified in Section 13.2, Applicant must also send a copy of any notice required under Section 7 to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8. Confidentiality

- 8.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.
- 8.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" or inform Applicant that non-written information requires confidential treatment ("**Confidential Information**").
- 8.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to:
- (A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and
 - (B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.
- 8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.
- 8.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties**"); provided, however, Utility approves disclosure to the Other Party in writing in advance. Applicant will ensure that these Other Parties abide by the terms of this Confidentiality Section. Utility reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any person.

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- 8.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this “Confidentiality” Section, if Applicant is requested by a third party or might be legally compelled to disclose Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility’s counsel, at Applicant’s Total Cost, if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility’s disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided “AS IS, with all faults” and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

9. Force Majeure

- 9.1 Notice of Force Majeure Event. If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause and estimated duration of the Force Majeure Event. Regardless of the cause, Applicant’s failure or inability to pay some or all of the Total Costs is not a Force Majeure Event.
- 9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.
- 9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure Event has ended and when performance will resume.
- 9.4 Liability; Termination Option. Utility is not liable to Applicant for Total Costs incurred as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A.27.c.4 and with prior written notice to Applicant, Utility may terminate the Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders Project performance impossible or impractical.
- 9.5 Notice to Utility’s Legal Department. In addition to sending notices required under this “Force Majeure” Section to the Project Coordinator, Applicant must also send a copy of all required notices to Utility’s Legal Department at the address specified in the “Notices” Section of this Agreement.

10. Representations

- 10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or

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threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

- 10.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

11. Miscellaneous Provisions

- 11.1 Insurance. Applicant must require that the contractor and subcontractors performing the Work (defined in Section 5.3) procure and maintain in effect the insurance coverages set forth in Exhibit D-1 until after Utility's Acceptance of the Work. If Applicant performs any Work, Applicant must procure and maintain in effect the insurance coverages set forth in Exhibit D-2 until after Utility's Acceptance of the Work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.
- 11.2 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 11.10, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.3 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 11.4 Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.
- 11.5 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.6 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.
- 11.7 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this

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Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.

- 11.8 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.
- 11.9 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
- 11.10 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.
- 11.11 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as a Party's contractors, any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- 11.12 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.
- 11.13 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
- 11.14 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.
- 11.15 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
- 11.16 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

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- 11.17 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a “business day” refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.
- 11.18 Joint and Several Liability. [INTENTIONALLY OMITTED].
- 11.19 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

12. Term and Termination

- 12.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of seven (7) years unless terminated earlier under this Agreement.
- 12.2 Termination of Project by Applicant or Mutual Agreement. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.
- 12.3 Termination of Project by Utility. Utility may terminate the Project in accordance with Rule 9, Section A.27.c, or pursuant to Section 1.7. If Utility terminates the Project under Rule 9, Section A.27.c(2) or Rule 9, Section A.27(c)(3), this Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant, or made Commercially Reasonable Efforts to do so.
- 12.4 Surviving Obligations. Any default or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:
- (A) Obligations under Section 4.3;
 - (B) Obligations under Section 4.4;
 - (C) Obligations under Section 4.7;
 - (D) Obligations under Section 4.9;
 - (E) Obligations under Section 5;
 - (F) Obligations under Section 6;
 - (G) Obligations under Section 8;
 - (H) Obligations that arise under Section 11.1; and

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- (I) Paying the Total Costs associated with this Agreement incurred before default or termination or excuse of performance and paying Total Costs that result from default, termination and excuse of performance.

The provisions of Section 4.5, Section 4.6, Section 11.2, Section 11.5, Section 11.6, Section 11.19 and Section 13 continue to apply to this Section.

13. Notices

- 13.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:

NV Energy

Gabby Arroyo

Physical Address: 7155 Lindell Road, Las Vegas, NV 89118

Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151

Telephone No.: (702)402-6753

Email Address: Gabriela.Arroyo@NVEnergy.com

Applicant:

Las Vegas Valley Water District

Gary Hale

Physical Address: 1001 S. VALLEY VIEW BLVD, LAS VEGAS, NV 89153

Mailing Address: 1001 S. VALLEY VIEW BLVD, LAS VEGAS, NV 89153

Telephone No.: 702-875-7059

Email Address: Gary.Hale@LVVWD.com

- 13.2 Additional Notice to Utility. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2, Rule 9, Section A.28, Rule 9, Section A.32.b, Rule 9, Section A.32.d, to review certain CIAC True-up Support or to review certain Total Cost True-up Support, Applicant must also send a copy to:

NV Energy

Attn.: Rule 9 Contract Administration

7155 Lindell Rd M/S B90SD

Las Vegas, NV 89118

Email Address: Rule9department@nvenergy.com

- 13.3 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2 or Rule 9, Section A.28, Applicant must also send a copy to Utility's Legal Department. Notwithstanding Section 13.1, this notice is not effective if provided through electronic mail and may only be delivered to the following address:

NV Energy

Attn: Legal Department

6226 West Sahara Avenue, M/S 3A

Las Vegas, Nevada 89146

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- 13.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

14. Definitions

- 14.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Contribution in Aid of Construction (“**CIAC**”); Customer; Maximum Demand; Line Extension; Reduction of Service; Service; Standards.
- 14.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Advance Subject to Potential Refund; Affiliate; Allowance True-up; Alteration of Existing Facilities; Commercially Reasonable Efforts; Construction Complete; Contingent Facilities; Estimated Total Costs; Maximum Allowance; Person; Project; Property Rights; Proportionate Share Allocation; Reduction of Service or Termination Charges (“**RSTC**”); Refund; Tax Gross-up; Total Costs; Total Cost True-up; Total Cost True-up Support; Up-front Allowance.
- 14.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:
- (A) Acceptance: Utility’s written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.
 - (B) Betterment: Any deviation or upgrade to the Project made primarily for the benefit of and at a Party’s voluntary election that involves:
 - (1) Facilities in excess of the Minimum Requirements necessary to meet the Applicant’s requirements for Service or Utility’s requirements for an Alteration of Existing Facilities; or
 - (2) An alternate route for the facilities as set forth in Rule 9, Section A.5.
 - (C) Development: Applicant’s project for which Applicant has requested that Utility prepare the Design for new Service and/or an Alteration of Existing Facilities.
 - (D) Effective Date: The date this Agreement is last signed below.
 - (E) Electric System: Utility’s underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.
 - (F) Force Majeure Event: An event or condition that is beyond the affected Party’s control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

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- (G) Law: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.
- (H) Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.
- (I) Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 13.1.
- (J) Project ID or PID: The identification number Utility assigns to a Project.
- (K) Property: The premise(s) owned or controlled by Applicant commonly known as 9250 Centennial and further described as being within Assessor's Parcel Number(s) (APN(s)) 12519802013.
- (L) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- (M) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.
- (N) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric Customers, as those rates, charges, and rules are amended from time to time.

[signature page follows]



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UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

Las Vegas Valley Water District

By: _____

Printed Name: _____

Title: _____

Date: _____



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**Exhibit A-1
Design**

[Attached]

NOTE:
NPC FACILITIES (SUBSTRUCTURES) ARE NOT TO BE WITHIN 5' OF STREET LIGHT BASES, AND NPC CONDUITS ARE NOT TO CONFLICT WITH STREET LIGHT BASES

NVEnergy REQUIRES 24 HOUR ACCESS TO EQUIPMENT

NVE WILL NOT VERIFY THE EXISTING CONDUIT. CUSTOMER TO ENSURE ITS INTEGRITY AND REPAIR IF NECESSARY.

FIRE HYDRANT CLEARANCE:

6' RADIUS FROM CENTER OF HYDRANT TO ALL ABOVE GROUND PADS AND/OR EQUIPMENT AND ALL MANHOLES AND SWITCHBOXES.
6' RADIUS FROM CENTER OF HYDRANT TO ALL UNDERGROUND HANDHOLES, PULLBOXES AND SPURBOXES. ALL PER NVEnergy STD. RS-5

NOTICE:
THIS EXHIBIT IS THE EXCLUSIVE AND CONFIDENTIAL PROPERTY OF NV ENERGY AND MAY NOT BE USED, REPRODUCED OR DISTRIBUTED WITHOUT THE EXPRESSED, WRITTEN APPROVAL OF NV ENERGY.

THE IMAGES HEREON ARE NOT ORTHOPHOTOGRAPHIC. ANY LOCATIONS DEPICTED HEREON ARE APPROXIMATE ONLY. THIS EXHIBIT WAS CREATED FOR GENERAL PRESENTATION AND DISCUSSION PURPOSES ONLY AND IS NOT PURPORTED TO REPRESENT ANY MEASURE OF ACCURACY. THIS EXHIBIT IS NOT TO BE UTILIZED IN ANY MANNER NOT CONSISTENT WITH THE INTENT OF ITS CREATION AS STATED ABOVE.

CONSTRUCTION INSPECTION REQUIREMENTS

WORK MUST CONFORM TO NVE ELECTRIC SERVICE STANDARDS, AVAILABLE AT: www.nveenergy.com/business/newconstruction/newconstruction57en/developmentboard.htm
NVE INSPECTOR MUST BE PRESENT TO INSPECT TRENCHING (SCHEDULE AT LEAST 72 HOURS IN ADVANCE) AT EACH OF THE FOLLOWING STAGES:
1. BOTTOM SAND AND CONDUIT INSTALLED
2. TOP SAND INSTALLED
3. BACKFILL INSTALLED

CONDUIT MUST BE MANHOLED PRIOR TO RELEASE (COORDINATE WITH INSPECTOR).
NVE STAND BY CREW IS REQUIRED WHEN WORKING AT AN ENERGIZED VAULT OR TRANSFORMER. CALL STAND BY NUMBER (SEE TITLE BLOCK) TO SCHEDULE.
NVE ELECTRICAL INSTALLATION WILL NOT BE SCHEDULED UNTIL AFTER THE NVE INSPECTOR HAS COMPLETED THE OFFICIAL RELEASE.

METER(S) WILL NOT BE SET UNTIL ALL OF THE FOLLOWING ARE COMPLETE:
• (INSTRUMENT-RATED ONLY) METERING EQUIPMENT HAS BEEN SUBMITTED TO NVE METERING ENGINEER AND APPROVED. (submit to: southern@nveenergy.com)
• APPLICATION FOR METER SET HAS BEEN SUBMITTED TO NVE'S NEW DEVELOPMENT CENTER. FORM AVAILABLE AT: www.nveenergy.com/development_center/new_development_center_set.pdf
• THE LOCAL BUILDING AUTHORITY HAS INSPECTED AND APPROVED THE METERING EQUIPMENT.
• METERING EQUIPMENT IS ACCESSIBLE AND CLEARLY IDENTIFIED WITH PERMANENT MARKINGS, ADDRESSES, SUITE NUMBERS, AND STREET SONS ARE POSTED IN PERMANENT LOCATIONS (SEE RP-3).

TRACK PROJECT STATUS ONLINE WITH NVE'S DEVELOPER DASHBOARD:
www.nveenergy.com/business/newconstruction/newconstruction57en/developmentboard.htm

METER LOCATION & ACCESS REQUIREMENTS

(NVE ENERGY STANDARDS RP-15 & RP-3)
THIS STANDARD SPECIFIES THE REQUIREMENTS FOR THE LOCATION OF ALL METERING (MVS) METERS AND SERVICE EQUIPMENT WITH THE EXCEPTION OF SINGLE-FAMILY RESIDENTIAL METERS (SEE RP-2 FOR RESIDENTIAL METERS). REQUIREMENTS IN THIS STANDARD FACILITATE ACCESS TO SERVICE EQUIPMENT BY NVE PERSONNEL FOR PERFORMING OPERATIONS AND MAINTENANCE FUNCTIONS AS WELL AS FOR THE AND POLICE AGENCIES IN EMERGENCY SITUATIONS.
METER AND SERVICE EQUIPMENT INSTALLATIONS MUST CONFORM TO THE LATEST REVISIONS OF RP-15 AND, SPECIFICALLY, THE "METER ACCESS" AND "METER LOCATIONS" SECTIONS OF RP-2. THE STANDING SERVICE POINT WILL BE LOCATED AT THE CORNER OF THE BUILDING, NEAREST THE NVE ENERGY SUPPLY ALTERNATE SERVICE POINTS AND METER ROOMS, ALTHOUGH NOT NECESSARILY. AT THE DISCRETION OF NVEENERGY, BE ALLOWED PROVIDED THAT THEY MEET THE REQUIREMENTS OF SECTION 4 "ACCESS TO SERVICE EQUIPMENT" AND SECTION 6 "METER ROOMS".

ELECTRIC METER AND SERVICE EQUIPMENT INSTALLATIONS MUST BE READILY ACCESSIBLE TO AUTHORIZED REPRESENTATIVES OF NVE FOR READING, TESTING, AND INSPECTION AT ALL TIMES. CUSTOMER CONTRACT WILL NOT BE REQUIRED FOR METER READING. PERMANENT VEHICLE ACCESS TO THE SERVICE EQUIPMENT IS REQUIRED FOR THE INSTALLATION AND MAINTENANCE OF SERVICE CABLES AND METERING EQUIPMENT.

THE SERVICE EQUIPMENT MUST BE ACCESSIBLE 24 HOURS/7 DAYS WITHOUT REQUIRING PASSAGE THROUGH RESTRICTED AREAS OR REQUIRING CUSTOMER CONTACT.

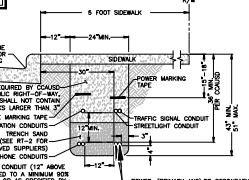
SERVICES 600V AND LESS, THE VEHICLE ACCESS WILL BE A MINIMUM 12" WIDE, 20" HIGH DIRECT PATH TO THE METERING EQUIPMENT.

ALL SERVICES GREATER THAN 600V (PRIMARY SERVICE) OR WHERE THE SERVICES INCLUDE THE INSTALLATION OF THREE-PHASE TRANSFORMERS, SWITCH OR FUSE CABINETS, CAPACITOR BANKS, OR OTHER LARGE EQUIPMENT, THE VEHICLE ACCESS WILL BE A MINIMUM 23" WIDE, WITH NO OVERHANG OBSTRUCTION.

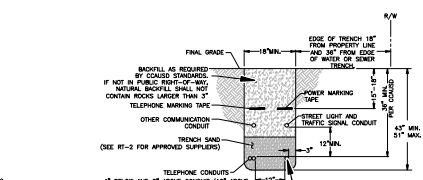
RTC NOTES:

BACKFILL AND RIGHT OF WAY RESTORATION SHALL CONFORM TO CLARK COUNTY UNIFORM STANDARD DRAWINGS

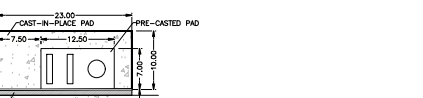
- (1) 500.1 0 TO 5 YEARS PAVEMENT RESTORATION LONGITUDINAL CUT
- (2) 500.2 0 TO 5 YEARS PAVEMENT RESTORATION TRANSVERSE CUT
- (3) 500.3 OVER 5 YEARS PAVEMENT RESTORATION LONGITUDINAL CUT, GREATER THAN 60' R.O.W
- (4) 500.4 OVER 5 YRS PAVEMENT RESTORATION LONGITUDINAL CUT, 60' R.O.W OR LESS
- (5) 500.5 OVER 5 YRS PAVEMENT RESTORATION TRANSVERSE ALL R.O.W WIDTHS
- (6) 501 TYPICAL UNDERGROUND UTILITY LOCATIONS IN RESIDENTIAL STREETS 60' OR LESS R.O.W
- (7) 501.1 TYPICAL UTILITY UNDERGROUND LOCATIONS IN STREETS WITH GREATER THAN 60' R.O.W
- (8) 503 METHOD B FOR RIGID AND FLEXIBLE PIPE TRENCH BACKFILL - PAVED AREAS
- (9) 503.1 METHOD A FOR FLEXIBLE PIPE TRENCH BACKFILL - PAVED AREAS
- (10) BACKFILL IN UNPAVED AREA AS REQUIRED BY LOCAL CODE OR AS APPROVED BY AGENCY.
- (11) 234 SIDEWALK
- (12) 506 UTILITY POTPOLE REPAIR
- (13) 216 "L" TYPE CURB AND GUTTER



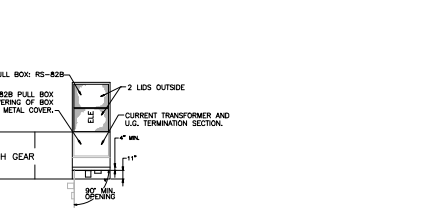
SIDEWALK TRENCH DETAIL
NVE U.S. STD. RT-7 (REV. 10/27/2014)
(RESIDENTIAL OR COMMERCIAL)



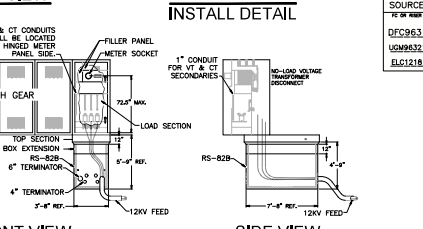
TRENCH DETAIL
NVE U.S. STD. RT-12 (REV. 10/27/2014)
(RESIDENTIAL AND COMMERCIAL)



RS-98 PLACEMENT WITH SIDEWALK
(ADJACENT TO PUBLIC RIGHT-OF-WAY)



RS-82B INSTALL DETAIL



PROJECT CONNECTED LOAD (3Ø)				LOOP
PH.	EX: KVA	ADDED KVA	TOTAL KVA	FC ON PHASE
A	0	721.67	721.67	XXXXX
B	0	721.67	721.67	XX
C	0	721.67	721.67	120X

GENERAL NOTES:

ANY NOTES LOCATED IN DRAWING AREA TAKE PRECEDENCE OVER STANDARD NOTES.

REFER TO A CURRENT NVEnergy ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NVEnergy STANDARDS. THE APPLICANT SHALL INFORM THE INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY ITEM OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. MAIN TRENCH WIRE PULLS TO BE SCHEDULED 72 HOURS IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE SCHEDULED UNTIL FINAL APPROVAL FROM NVEnergy UNDERGROUND & ELECTRICAL INSPECTORS.

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NVEnergy. THE CONTRACTOR SHALL SECURE COPIES OF THE APPROPRIATED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

THIS DRAWING ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES. APPLICANT SHALL FIELD DETERMINE POSITION AND DEPTH OF EXISTING UTILITY EQUIPMENT PRIOR TO COMMENCING CONSTRUCTION.

USE CAUTION PRIOR TO EXCAVATION. CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES AND DRAINAGE CHANNELS.

CALL NVEnergy UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE COVERING TRENCH.

ALL NVEnergy CABLE TO BE INSTALLED BEHIND CURB, UNLESS OTHERWISE STATED.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL HANDHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

ANY SUBSTRUCTURE VAULT INSTALLED IN GRAVEL, GRASS, OR BARE GROUND WILL REQUIRE A CONCRETED 8" WIDE AND 6" DEEP COLLAR AROUND BOX IN ACCORDANCE TO RS-06.

2" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS. (USE FIBERGLASS IF CONDUIT LENGTH IS OVER 500')

3" & 4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS.

(USE RGS IF CONDUIT LENGTH IS OVER 100')

6" PLASTIC CONDUIT BENDS (90°, 45°) WITH 48" MIN. RADIUS. (USE RGS IF CONDUIT LENGTH IS OVER 100')

WHEN INSTALLING CONDUIT IN FIELD, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NVEnergy STANDARDS.

EXISTING STUB-OUT/CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER. NVEnergy DOES NOT GUARANTEE LOCATION, LENGTH, OR ACCESSIBILITY OF EXISTING STUB-OUT/CONDUIT. IF UTILIZING ANY PORTION OF EXISTING CONDUIT, IT MUST BE MANHOLED PRIOR TO FINAL RELEASE.

PREVIOUSLY MANHOLED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE RE-MANHOLED PRIOR TO FINAL RELEASE.

WHEN NVEnergy FACILITIES ARE TO BE REMOVED, NVEnergy WILL REMOVE ALL WIRES AND EQUIPMENT. NVEnergy IS NOT RESPONSIBLE FOR THE REMOVAL OF CONDUIT RUNS OR SUBSTRUCTURES FROM THE PROPERTY.

NO COVERED PARKING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA, NEVADA", LATEST ISSUE; THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA, NEVADA", LATEST ISSUE; AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY; ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

CIVIL LINE/TYPE LEGEND



FOR EACH SERVICE POINT (POINT OF DELIVERY) ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTRACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy.

CENTENNIAL PUMP STATION

CENTENNIAL PKWY / FT APACHE RD

PROJ #3002534118 SCALE: 1"=30'

SHEET # 1 OF 3 DATE: 11/15/2018

2 REVISION(S)

REVISIONS

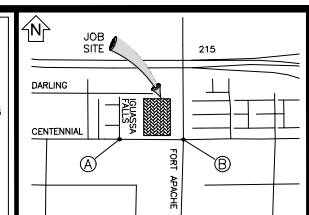
NO.	DESCRIPTION	DATE	REV BY
1	INSTALLED SPARE 4" FROM UG030512 TO PRIMARY METER. RE-ROUTED 6" TO MH 6105. SEE SHEET 2 FOR DETAILS.	6/26/2019	JM
2	RELOCATED FUSE CABINET & RS-82 TO WEST SIDE OF S.W. PER CUSTOMER REQUESTS.	8/8/2019	JM
3	CHANGED SYMBOL OF WORKING METER TO READ THAT ADJUSTMENT TO FINAL GRADE "BY CUSTOMER". SEE 2D FOR DETAILS.	9/18/2019	JM

NON-STANDARD PROJECT PURPOSE:

TO PROVIDE 12KV PRIMARY POWER TO WATER PUMP STATION

EXHIBIT 'A'

NVEnergy INFORMATION:
COORDINATOR: JACKSON, DON
PHONE: (702)238-7139 D.F. KL
DESIGNER: MARTINEZ, JONATHAN
DCA: N/A
INSPECTOR: 702-402-3008 OR UG@NVEENERGY.COM
STAND BY: (702) 402-4450, 4150, 4114, 4117, 4118
DISTRICT: JUN
JPA INFORMATION:
JPA ADMIN PHONE: N/A JPA#: N/A
CUSTOMER INFORMATION:
APPLICANT: LAS VEGAS VALLEY WATER DISTRICT
ENGINEER: LAS VEGAS VALLEY WATER DISTRICT
CONTACT: BARONOWSKI, MICHAEL ** 702-875-7059
APPROVAL DATE: 04/04/2019
GOVERNMENT INFORMATION:
AGENCY: CLV
APPROVAL DATE: 03/25/2021
FOR EACH SERVICE POINT (POINT OF DELIVERY) ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTRACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.



(NOT TO SCALE)

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



NO.	DESCRIPTION	DATE	REV BY
-----	-------------	------	--------

NON STANDARD

PROJECT PURPOSE:

TO PROVIDE 12KV PRIMARY POWER

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EXHIBIT 'A'

COORDINATOR: JACKSON, DON

DESIGNER: MARTINEZ, JONATHAN
DCA: N/A

STAND BY: (702) 402-4450, 4150, 4114, 4117, 4118

JPA ADMIN PHONE: N/A JPA#: N/A

APPLICANT: LAS VEGAS VALLEY WATER DISTRICT
ENGINEER: LAS VEGAS VALLEY WATER DISTRICT

APPROVAL DATE: 04/04/2019

AGENCY: CLV
APPROVAL DATE: 03/25/2021

EACH TENANT SPACE WILL BE MEASURED THROUGH ONE
WATTHOUR METER, ENERGY FOR ALL NON-TENANT SPACE WILL

NV Energy.

CENTENNIAL PUMP STATION

CENTENNIAL PKWY / FT APACHE

PROJ #3002534118	SCALE: 1"=30'
------------------	---------------

2 REVISION(S)

NVEnergy REQUIRES
24 HOUR
ACCESS TO EQUIPMENT

THIS PROJECT WAS ESTIMATED WITH THE ASSUMPTION THAT ALL THE WORK BEING PERFORMED ON THIS PROJECT BY ALL ENERGY GROUPS CAN BE DONE DURING THE DAYTIME.

GOVERNMENT APPROVAL OF THESE DRAWINGS DOES NOT INDICATE APPROVAL OF TRAFFIC CONTROL MEASURES. PLEASE REFER TO THE BARRIAGE PLAN FOR APPROVED TRAFFIC CONTROL REQUIREMENTS.

PLEASE REFER TO THE BARRICADE PLAN FOR APPROVED TRAFFIC CONTROL REQUIREMENTS.

APPROVED FOR CONSTRUCTION

SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

[illegible]

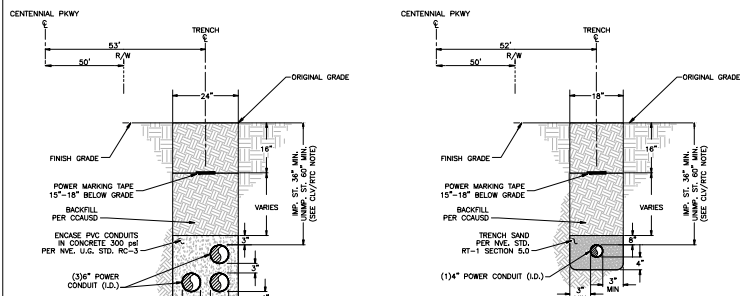
APPROVAL BY: _____

CONTACT CLV LAND DEVELOPMENT (229-6371)
CALL OR E-MAIL FOR MORE INFORMATION

LIANGEN

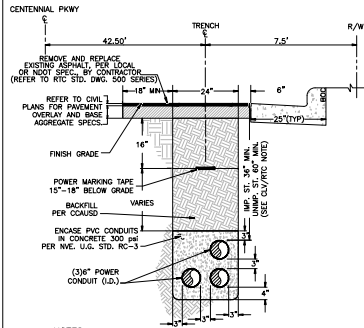
*IVE INSPECTOR MUST BE NOTIFIED BY FAX 48

FAX PERMIT TO:
LAS VEGAS NORTH (RYAN CENTER): 402-4354



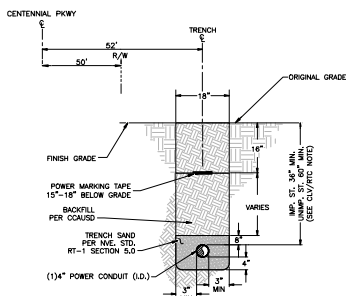
NOTES:
REGIONAL TRANSPORTATION COMMISSION, CITY OF HENDERSON, CITY OF NORTH LAS VEGAS AND UNINCORPORATED CLARK COUNTY REQUIREMENTS (SECTION 503, 503.1 & 503.2)
METHOD A/B FOR FLEXIBLE/RIGID PIPE TRENCH BACKFILL-PAVED AREAS
1. NO STONES OR LUMPS GREATER THAN 3" PERMITTED IN TRENCH 2" OR LESS IN WIDTH.
2. TRENCH WIDTH, BEDDING, SUBGRADE AND PIPE ZONE REQUIREMENTS FOR UTILITY INSTALLATIONS SHALL CONFORM TO THE RESPECTIVE ENTRY REQUIREMENTS.
3. CRUSHED ROCK MAY BE USED FOR PIPE BEDDING ONLY IF MATERIAL USE HAS BEEN SPECIFICALLY APPROVED BY THE GOVERNING AGENCY.
SEE STANDARD DRAWING NO. 505 FOR PIPE BEDDING METHODS.
4. LAS VEGAS VALLEY WATER DISTRICT REQUIRES PIPE BEDDING AND BACKFILL WITHIN THE PIPE ZONE TO BE OF THE SAME MATERIAL.
DO NOT REQUIRE:
FOR ALL AREAS EXCEPT INVENTORY PIPE ZONE, THE TRENCH, BACKFILL AND AC REPLACEMENT SHALL BE PER CAUSID.
DO NOT REQUIRE:
FOR ALL OTHER JURISDICTIONS REFER TO NVE STANDARDS.
BACKFILL REQUIREMENTS NVE STD. RT-1.
TRENCH DEPTH REQUIREMENTS NVE STD. RT-5.

TRENCH DETAIL SECTION "AA" Δ



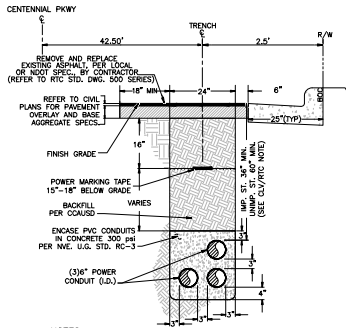
NOTES:
CLV REQUIREMENTS (APPLICABLE WITHIN CITY OF LAS VEGAS LIMITS ONLY).
IMPROVED AREA (IMP. STD.) (LOCATION OF TRENCH)
AREA WILL BE CONSIDERED IMPROVED IF IT MEETS ONE OR MORE OF THE FOLLOWING CRITERIA:
- COVERING PERMANENT PAVEMENT WITH CURB & GUTTER AND/OR ADJACENT PERMANENT SIDEWALK.
- IMPROVING AN EXISTING TRAIL AREA.
- LIMITS OF CONSTRUCTION INSTALLED CONCURRENT WITH A PRIVATE OR PUBLIC PROJECT.
UNIMPROVED AREA (UNIMP. STD.) (LOCATION OF TRENCH)
ANY OTHER SCENARIO THAT FAILS TO MEET THE IMPROVED AREA CRITERIA(S) WILL BE CONSIDERED AN UNIMPROVED AREA.
DO NOT REQUIRE:
FOR ALL AREAS EXCEPT INVENTORY PIPE ZONE, THE TRENCH, BACKFILL AND AC REPLACEMENT SHALL BE PER CAUSID.
DO NOT REQUIRE:
FOR ALL OTHER JURISDICTIONS REFER TO NVE STANDARDS.
BACKFILL REQUIREMENTS NVE STD. RT-1.
TRENCH DEPTH REQUIREMENTS NVE STD. RT-5.

TRENCH DETAIL SECTION "BB" Δ



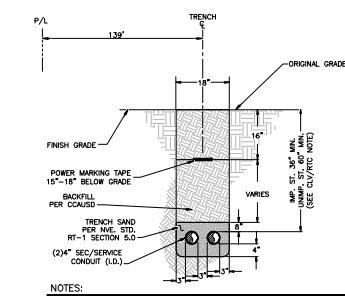
NOTES:
REGIONAL TRANSPORTATION COMMISSION, CITY OF HENDERSON, CITY OF NORTH LAS VEGAS AND UNINCORPORATED CLARK COUNTY REQUIREMENTS (SECTION 503, 503.1 & 503.2)
METHOD A/B FOR FLEXIBLE/RIGID PIPE TRENCH BACKFILL-PAVED AREAS
1. NO STONES OR LUMPS GREATER THAN 3" PERMITTED IN TRENCH 2" OR LESS IN WIDTH.
2. TRENCH WIDTH, BEDDING, SUBGRADE AND PIPE ZONE REQUIREMENTS FOR UTILITY INSTALLATIONS SHALL CONFORM TO THE RESPECTIVE ENTRY REQUIREMENTS.
3. CRUSHED ROCK MAY BE USED FOR PIPE BEDDING ONLY IF MATERIAL USE HAS BEEN SPECIFICALLY APPROVED BY THE GOVERNING AGENCY.
SEE STANDARD DRAWING NO. 505 FOR PIPE BEDDING METHODS.
4. LAS VEGAS VALLEY WATER DISTRICT REQUIRES PIPE BEDDING AND BACKFILL WITHIN THE PIPE ZONE TO BE OF THE SAME MATERIAL.
DO NOT REQUIRE:
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FOR ALL OTHER JURISDICTIONS REFER TO NVE STANDARDS.
BACKFILL REQUIREMENTS NVE STD. RT-1.
TRENCH DEPTH REQUIREMENTS NVE STD. RT-5.

TRENCH DETAIL SECTION "CC" Δ



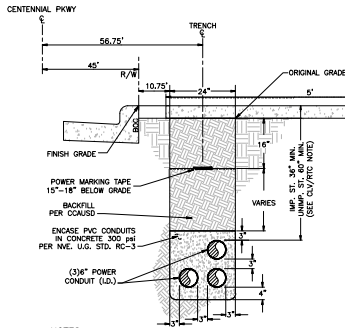
NOTES:
CLV REQUIREMENTS (APPLICABLE WITHIN CITY OF LAS VEGAS LIMITS ONLY).
IMPROVED AREA (IMP. STD.) (LOCATION OF TRENCH)
AREA WILL BE CONSIDERED IMPROVED IF IT MEETS ONE OR MORE OF THE FOLLOWING CRITERIA:
- COVERING PERMANENT PAVEMENT WITH CURB & GUTTER AND/OR ADJACENT PERMANENT SIDEWALK.
- IMPROVING AN EXISTING TRAIL AREA.
- LIMITS OF CONSTRUCTION INSTALLED CONCURRENT WITH A PRIVATE OR PUBLIC PROJECT.
UNIMPROVED AREA (UNIMP. STD.) (LOCATION OF TRENCH)
ANY OTHER SCENARIO THAT FAILS TO MEET THE IMPROVED AREA CRITERIA(S) WILL BE CONSIDERED AN UNIMPROVED AREA.
DO NOT REQUIRE:
FOR ALL AREAS EXCEPT INVENTORY PIPE ZONE, THE TRENCH, BACKFILL AND AC REPLACEMENT SHALL BE PER CAUSID.
DO NOT REQUIRE:
FOR ALL OTHER JURISDICTIONS REFER TO NVE STANDARDS.
BACKFILL REQUIREMENTS NVE STD. RT-1.
TRENCH DEPTH REQUIREMENTS NVE STD. RT-5.

TRENCH DETAIL SECTION "DD" Δ



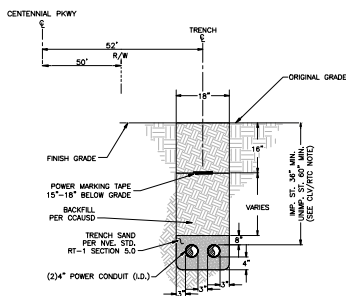
NOTES:
REGIONAL TRANSPORTATION COMMISSION, CITY OF HENDERSON, CITY OF NORTH LAS VEGAS AND UNINCORPORATED CLARK COUNTY REQUIREMENTS (SECTION 503, 503.1 & 503.2)
METHOD A/B FOR FLEXIBLE/RIGID PIPE TRENCH BACKFILL-PAVED AREAS
1. NO STONES OR LUMPS GREATER THAN 3" PERMITTED IN TRENCH 2" OR LESS IN WIDTH.
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3. CRUSHED ROCK MAY BE USED FOR PIPE BEDDING ONLY IF MATERIAL USE HAS BEEN SPECIFICALLY APPROVED BY THE GOVERNING AGENCY.
SEE STANDARD DRAWING NO. 505 FOR PIPE BEDDING METHODS.
4. LAS VEGAS VALLEY WATER DISTRICT REQUIRES PIPE BEDDING AND BACKFILL WITHIN THE PIPE ZONE TO BE OF THE SAME MATERIAL.
DO NOT REQUIRE:
FOR ALL AREAS EXCEPT INVENTORY PIPE ZONE, THE TRENCH, BACKFILL AND AC REPLACEMENT SHALL BE PER CAUSID.
DO NOT REQUIRE:
FOR ALL OTHER JURISDICTIONS REFER TO NVE STANDARDS.
BACKFILL REQUIREMENTS NVE STD. RT-1.
TRENCH DEPTH REQUIREMENTS NVE STD. RT-5.

TRENCH DETAIL SECTION "EE" Δ



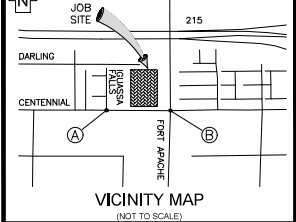
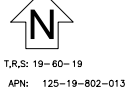
NOTES:
CLV REQUIREMENTS (APPLICABLE WITHIN CITY OF LAS VEGAS LIMITS ONLY).
IMPROVED AREA (IMP. STD.) (LOCATION OF TRENCH)
AREA WILL BE CONSIDERED IMPROVED IF IT MEETS ONE OR MORE OF THE FOLLOWING CRITERIA:
- COVERING PERMANENT PAVEMENT WITH CURB & GUTTER AND/OR ADJACENT PERMANENT SIDEWALK.
- IMPROVING AN EXISTING TRAIL AREA.
- LIMITS OF CONSTRUCTION INSTALLED CONCURRENT WITH A PRIVATE OR PUBLIC PROJECT.
UNIMPROVED AREA (UNIMP. STD.) (LOCATION OF TRENCH)
ANY OTHER SCENARIO THAT FAILS TO MEET THE IMPROVED AREA CRITERIA(S) WILL BE CONSIDERED AN UNIMPROVED AREA.
DO NOT REQUIRE:
FOR ALL AREAS EXCEPT INVENTORY PIPE ZONE, THE TRENCH, BACKFILL AND AC REPLACEMENT SHALL BE PER CAUSID.
DO NOT REQUIRE:
FOR ALL OTHER JURISDICTIONS REFER TO NVE STANDARDS.
BACKFILL REQUIREMENTS NVE STD. RT-1.
TRENCH DEPTH REQUIREMENTS NVE STD. RT-5.

TRENCH DETAIL SECTION "FF" Δ



NOTES:
REGIONAL TRANSPORTATION COMMISSION, CITY OF HENDERSON, CITY OF NORTH LAS VEGAS AND UNINCORPORATED CLARK COUNTY REQUIREMENTS (SECTION 503, 503.1 & 503.2)
METHOD A/B FOR FLEXIBLE/RIGID PIPE TRENCH BACKFILL-PAVED AREAS
1. NO STONES OR LUMPS GREATER THAN 3" PERMITTED IN TRENCH 2" OR LESS IN WIDTH.
2. TRENCH WIDTH, BEDDING, SUBGRADE AND PIPE ZONE REQUIREMENTS FOR UTILITY INSTALLATIONS SHALL CONFORM TO THE RESPECTIVE ENTRY REQUIREMENTS.
3. CRUSHED ROCK MAY BE USED FOR PIPE BEDDING ONLY IF MATERIAL USE HAS BEEN SPECIFICALLY APPROVED BY THE GOVERNING AGENCY.
SEE STANDARD DRAWING NO. 505 FOR PIPE BEDDING METHODS.
4. LAS VEGAS VALLEY WATER DISTRICT REQUIRES PIPE BEDDING AND BACKFILL WITHIN THE PIPE ZONE TO BE OF THE SAME MATERIAL.
DO NOT REQUIRE:
FOR ALL AREAS EXCEPT INVENTORY PIPE ZONE, THE TRENCH, BACKFILL AND AC REPLACEMENT SHALL BE PER CAUSID.
DO NOT REQUIRE:
FOR ALL OTHER JURISDICTIONS REFER TO NVE STANDARDS.
BACKFILL REQUIREMENTS NVE STD. RT-1.
TRENCH DEPTH REQUIREMENTS NVE STD. RT-5.

TRENCH DETAIL SECTION "GG" Δ



EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.
Call before you dig
Avoid cutting underground utility lines. It's costly.
CALL 811
REGIONAL CALL BEFORE YOU DIG NUMBER: 1-800-642-2444
CALL 1-877-402-2029

NO.	DESCRIPTION	DATE	REV BY
1	INSTALLED SPARE 4" FROM US03512 TO PRIMARY METER. RE-ROUTE 6" TO MH 6105.	6/26/2019	JM
2	RELOCATED FUSE CABINET & RS-82 TO WEST SIDE OF N/V. PER CUSTOMER REQUESTS.	8/8/2019	JM
3	CHANGED LOCATION OF US03512 TO READ THAT ADJUSTMENT TO FINAL GRADE "BY CUSTOMER". NO 36 IN REQ'D.	9/18/2019	JM
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

NON-STANDARD PROJECT PURPOSE:
TO PROVIDE 12KV PRIMARY POWER TO WATER PUMP STATION

EXHIBIT 'A'
NVEnergy INFORMATION:
COORDINATOR: JACKSON, DON
PHONE: (702)239-7139 D.F. KL
DESIGNER: MARTINEZ, JONATHAN
DCA: N/A
INSPECTOR: 702-402-3008 OR UG@NVEnergy.COM
STAND BY: (702) 402-4450, 4150, 4114, 4117, 4118
DISTRICT: LVN
JEA INFORMATION:
JPA ADMIN PHONE: N/A JPA# N/A
CUSTOMER INFORMATION:
APPLICANT: LAS VEGAS VALLEY WATER DISTRICT
ENGINEER: LAS VEGAS VALLEY WATER DISTRICT
CONTACT: KAWONSO, MICHAEL ** 702-875-7059
APPROVAL DATE: 04/24/2019
GOVERNMENT INFORMATION:
AGENCY: CLV
APPROVAL DATE: 03/25/2021
FOR EACH SERVICE POINT (POINT OF DELIVERY) ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

CENTERLINE STATION TABLE									
STATION	CORNER	CENTER LINE STATION	SIZE	OFFSET	OFFSET CL	NEW	EXISTING	STRUCTURE INFORMATION	
18+00.00	WEST	18+00.00	1.1 T	45'	50'	50'	50'	RS-37 - 12.50' X 7.0'	OPERATING NUMBER US03512
18+00.00	EAST	18+00.00	1.1 T	45'	50'	50'	50'	RS-82 - 7.87' X 3.67' 8/21 COLLAR	OPERATING NUMBER US03512
18+00.00	WEST	18+00.00	1.1 T	45'	50'	50'	50'	VIP - EXISTING EXPOSED FUTURE	
18+00.00	EAST	18+00.00	1.1 T	45'	50'	50'	50'	VIP - EXISTING EXPOSED FUTURE	
18+11.69	WEST	18+11.69	1.1 T	45'	50'	212.25'	212.25'	RS-82B - 8.0' X 4.0' 8/21 COLLAR	OPERATING NUMBER US03521
18+11.69	EAST	18+11.69	1.1 T	45'	50'	212.25'	212.25'	VIP - EXISTING EXPOSED FUTURE	

CITY OF LAS VEGAS
PERMIT REQUIRED?
CONTACT CLV LAND DEVELOPMENT (239-6371)
CLV CONSTRUCTION SERVICES MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (239-6337)

APPROVED FOR CONSTRUCTION
THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.
APPROVAL BY: DATE

NV ENERGY SCHEDULING NOTE: DAY (LANE BLOCKS)
THIS PROJECT WAS ESTIMATED WITH THE ASSUMPTION THAT ALL THE WORK BEING PERFORMED ON THIS PROJECT BY NV ENERGY CREWS CAN BE DONE DURING THE DAYTIME AND WILL REQUIRE TRAFFIC CONTROL.
GOVERNMENT APPROVAL OF THESE DRAWINGS DOES NOT INDICATE APPROVAL OF TRAFFIC CONTROL. PLEASE REFER TO THE BARRICADE PLAN FOR APPROVED TRAFFIC CONTROL REQUIREMENTS.



**RULE 9
LARGE PROJECT LINE
EXTENSION AGREEMENT**

Project ID: 3002534118

Project Title: Centennial
Pump Station

Agreement No.:82302

**Exhibit A-2
Load Schedule**

[Attached]



EXHIBIT A-2
PROJECT LOAD/ABSORPTION SCHEDULE

PROJECT NAME: C1481 CENTENNIAL PUMP STATION & RESERVOIR

Description	LOAD (KW)	Sep-22	Comments
General Construction Power	50		
Building Lighting	6.75		
Elevators/Escalators	0		
Chillers	0		
Fire Pumps	0		
Motor Loads	1650		
Total Connected Load (KW)	1850		
Undiversified Demand Load (KW)	1560		5 - 400 hp pumps @4160 V Run for 16 hours per day
Diversity Factor-Overall (KW)	160		Max running load on MCC-LV1 (building loads + process loads)
Diversified Demand Load (KW)	1720		Sum of constant running pumps and theelectrical loads on MCC-LV1
TOTALS			
Max running load (Max demand)	1720		
Demand factor = Max demand/ Total connected load	0.92973		



**RULE 9
LARGE PROJECT LINE
EXTENSION AGREEMENT**

Project ID: 3002534118

Project Title: Centennial
Pump Station

Agreement No.:82302

**Exhibit B
Cost Worksheet**

[Attached]

Cost Worksheet ("Exhibit - B")



Project ID :	3002534118	Project Title :	CENTENNIAL PUMP STATION
Units :	0	kVA :	2165
Estimate Version :	5	Estimate Request Number :	58878
Contract Type :	LPLEA	NVEnergy Contact :	Gabriela Arroyo
Substation PID :			

Cost Estimate Summary				
	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	40,839.17	40,839.17	4,543.70	0.00
Material & Overhead	46,044.02	46,044.02	0.00	0.00
DCA	0.00	0.00	0.00	0.00
Substructure	0.00	0.00	0.00	0.00
Permits & Vouchers	2,214.05	2,214.05	0.00	0.00
Applicant Installed Costs	0.00	0.00	0.00	0.00
Contingency Cost	8,168.00	8,168.00	8,168.00	0.00
Total Amount	97,265.00	97,265.00	12,712.00	0.00

Advance Calculation			
Refundable		Non-Refundable	
		A	
Applicant Cost Subject to Refund	84,554.00	Applicant Non-Refundable Cost	12,712.00
Proportionate Share	0.00	(Subject to Salvage Credit & Not Subject to Excess Allowance)	
Proportionate Share Waived	0.00	Salvage Credit to be applied	
Refund Subject to Allowance & Excess Salvage	84,554.00	Excess Salvage Credit to be applied from B	0.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00	Applicant Non-Refundable Cost	12,712.00
Current Allowance	29,214.00	(Not Subject to Excess Allowance After applying Salvage Credit)	
Total Applicant Refundable Cost After applying salvage credit	55,340.00	B	
		Applicant Non-Refundable Cost	0.00
		(Subject to Salvage Credit & Excess Allowance)	
		Salvage Credit to be applied	
		Excess Salvage Credit to be applied from A	0.00
		Applicant Non-Refundable Cost	0.00
		(Subject to Excess Allowance After applying Salvage Credit)	
		Excess Allowance	0.00
		Applicant Non-Refundable	0.00
		(After applying Excess Allowance and Salvage Credit)	
		Total Non-Refundable	12,712.00
		Removal Cost Without Salvage	1,250.00
		Removal of Existing Facilities	1,250.00
		Total Taxable Non-Refundable Cost	11,462.00
		Total Non-Taxable Non-Refundable Cost	1,250.00

Cost Worksheet ("Exhibit - B")



Advance Summary			
Advance Subject to Refund		Current Tax Rate	16.10
Non-Taxable Advance	0.00	Total Non-Taxable	1,250.00
Taxable Advance	55,340.00	Total Taxable (Less Tax)	66,802.00
Tax	8,910.00	Total Tax	17,169.00
Total Advance Subject to Refund	64,250.00	Total Contract Amount	85,221.00
		(subject to credits)	
Non-Refundable Advance			
Non-Taxable Advance	1,250.00		
Taxable Advance	11,462.00		
Tax	1,845.00	Customer Contributed facilities value	39,840.00
Substructures Tax	6,414.00		
Total Non-Refundable Advance	20,971.00		
Total Contract Amount	85,221.00		
(subject to credits)			
Applicant Installed Conduit Credit	0.00		
Applicant Installed Oversized Facilities	0.00		
Applicant Installed Facilities Credit	0.00		
Applicant Installed Service	0.00		
Reimbursement Credit			
Utility Betterment Expenses			
Retention Percentage	0.00		
Applicant Credit	0.00		
Retention Amount	0.00		
Design Advance	3,600.00		
Total Applicant Advance/Credit	81,621.00		



**RULE 9
LARGE PROJECT LINE
EXTENSION AGREEMENT**

Project ID: 3002534118

Project Title: Centennial
Pump Station

Agreement No.:82302

**Exhibit C
Allowance Worksheet**

[Attached]

RULE 9
LARGE PROJECT LINE
EXTENSION AGREEMENT

Project ID: 3002534118

Project Title: Centennial
Pump Station

Agreement No.: 82302

Exhibit D-1
Insurance Coverages
(Applicant's Contractors and Subcontractors)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing Work (defined in Section 5.3 in the Agreement) to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each accident; (2) one million dollars (\$1,000,000.00) per each employee disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each occupational disease.
 - (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (C) Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00) or a limit of one million dollars (\$1,000,000.00) each person and one million dollars (\$1,000,000.00) each occurrence.
 - (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars (\$3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.
2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:
 - (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.
 - (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.
 - (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.
3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

RULE 9
LARGE PROJECT LINE
EXTENSION AGREEMENT

Project ID: 3002534118

Project Title: Centennial
Pump Station

Agreement No.:82302

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.
5. Certificate of Insurance. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

RULE 9
LARGE PROJECT LINE
EXTENSION AGREEMENT

Project ID: 3002534118

Project Title: Centennial
Pump Station

Agreement No.: 82302

Exhibit D-2
Insurance Coverages
(Applicant)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each accident; (2) one million dollars (\$1,000,000.00) per each employee disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each occupational disease.
 - (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00) or a limit of one million dollars (\$1,000,000.00) each person and one million dollars (\$1,000,000.00) each occurrence.
 - (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars (\$3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.
2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:
 - (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.
 - (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.
 - (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.
3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.
4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

RULE 9
LARGE PROJECT LINE
EXTENSION AGREEMENT

Project ID: 3002534118

Project Title: Centennial
Pump Station

Agreement No.:82302

5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

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

May 3, 2022

Subject:

Amendment

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager or his designee to sign Amendment No.1 to Grants for Water Conservation and Capital Improvements Agreement GP2105 between the State of Nevada and the District for the Blue Diamond Water System rehabilitation efforts; accept grant funding in the amount of \$3,748,050; and authorize the General Manager or his designee to sign future modifications that do not fiscally impact the District.

Fiscal Impact:

If the above recommendation is approved, the District will receive funds from the State of Nevada in the amount of \$3,748,050.

Background:

The Blue Diamond Water System supplies water to residential and commercial service connections from two wells that were constructed in the early 1950s. District staff evaluated the Blue Diamond Water System and determined that the system, which is nearing the end of its useful service life, requires significant repair and rehabilitation if it is to continue to provide safe and reliable drinking water to Blue Diamond customers.

The Blue Diamond Water System Rehabilitation Project includes the development and construction of one backup production well to maximize groundwater supply reliability; construction of replacement tanks, new power facilities, discharge/distribution pipelines, and pressure reducing valves to meet emergency, firefighting and operational requirements; and pipeline replacements to prevent unnecessary water loss.

Originally estimated at \$10,058,000, escalated costs in the market caused the total project cost for these water system improvements to increase to \$15,205,000. The District is seeking funding from the Department of the Army, United States Army Corps of Engineers for up to 75 percent of these costs. To further reduce impacts to Blue Diamond ratepayers, the District submitted a funding request to the State of Nevada's Water Conservation and Capital Improvement Grants Program (Grant Program), which was established by the Nevada Legislature to assist publicly owned water systems with the cost of capital improvement projects. In December 2020, the Grant Program awarded the District \$452,230 via Agreement GP2105. In December 2021, the Grant Program provided a second award in the amount of \$3,748,050.

Approval of the attached amendment would allow the District to receive the additional \$3,748,050 in grant funds from the State of Nevada and authorize the General Manager, or his designee, to approve future modifications that do not fiscally impact the District.

This agreement is being entered into pursuant 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 agreement.

STATE OF NEVADA
GRANTS FOR WATER CONSERVATION AND CAPITAL IMPROVEMENTS
GP2105
LAS VEGAS VALLEY WATER DISTRICT (BLUE DIAMOND WATER SYSTEM)
AMENDMENT #1

Amendment #1 to the grant agreement is made this _____ day of _____, 2022, between the State of Nevada acting by and through the Department of Conservation and Natural Resources, Division of Environmental Protection, hereafter referred to as the Division, and Las Vegas Valley Water District (Blue Diamond Water System), hereafter referred to as the Recipient. Pursuant to Section B10, page 8 of the original agreement, and the Board for Financing Water Projects Resolution G07C-1221 adopted on December 15, 2021 (Exhibit A), the Capital Improvements Grant Agreement is amended as follows:

1. Page 1, Lines 21-25, is amended to read:
WHEREAS, the STATE will fund and administer this grant-in-aid awarded to the GRANTEE, subject to the Conditions in Attachment A, in an amount not to exceed \$4,200,280 of the estimated eligible project cost of \$15,205,000 to assist in the Project. The minimum Grantee share required for this grant is sixty-five percent (65%) of the eligible project costs.
2. Page 2, Lines 29-32, is amended to read:
 1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable Federal and State laws, to the maximum extent possible the provisions of NAC 349.430 through 349.574, and all directives issued by the STATE relating to the performance of this agreement.
3. Page 3, Lines 68-72, is amended to read:
 - b. accounting records and codes that can distinguish costs that are eligible and ineligible for payment pursuant to the grant. The GRANTEE must be able to account for and isolate the flow of funds from the grant to the eligible costs of the project. Cancelled checks for all expenditures must be able to be traced to itemized project expenditures, invoices, and properly documented time sheets.
4. Page 4, Lines 93-97, is amended to read:
Solicitation for construction shall be based upon plans, specifications, and contract documents that the engineer certifies have been subjected to a life-cycle cost analysis and are 100% complete and include: bid ability, contractibility, operability, environmental reviews, if required, and a final engineer's estimate of the cost of construction.
5. Page 4, Lines 101-103, is amended to read:
Provide the STATE an invitation within 7 days' notice prior to all pre-construction conferences held between the GRANTEE and any contractor.
6. Page 4, Lines 104-106, is amended to read:
 8. Submit proof to the STATE, prior to construction, that all required permits, easements, rights, and approvals have been obtained. Construction shall not commence until the STATE has issued a Notice to Proceed.

7. Page 5, Lines 115-118, is amended to read:

b. Requests for payment are to be made in a manner and form prescribed by the STATE and must be signed by the GRANTEE or the GRANTEE's designated representative. Such payments shall not exceed the full value of the grant, consistent with the terms and conditions of this agreement.

8. Page 5, Lines 119-120, is amended to read:

c. Proof of GRANTEE'S timely payment of all invoices presented for reimbursement must be included with each periodic progress report.

9. Page 6, Lines 143-146, is amended to read:

Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.

10. Page 9, Lines 231-234, is amended to read:

IN WITNESS the following hereby acknowledge and have read the foregoing agreement. By signing the Funding Agreement, the parties represent they have the legal authority to sign this Funding Agreement on behalf of their respective agencies and intend for their respective agencies to be legally bound thereby.

All other sections, conditions and covenants remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

RECIPIENT: LAS VEGAS VALLEY WATER DISTRICT

E. Kevin Bethel, Chief Financial Officer, Las Vegas Valley Water District

Date: _____

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES:

Bradley Crowell, Director

Date: _____

Jason Cooper, Advisor to the Board for Financing Water Projects

Date: _____

REVIEWED AS TO FORM ONLY:

Aaron Ford, Attorney General

By:

Katie Armstrong, Deputy Attorney General

Date: _____

EXHIBIT A

RESOLUTION G07C-1221

Las Vegas Valley Water District (Blue Diamond Water System) Project Grant Commitment

- WHEREAS:** the Board for Financing Water Projects (the “Board”) of the State of Nevada (the “State”) is authorized by Chapter 349.980 to 349.987, Nevada Revised Statutes (the “Act”), to administer a program to provide grants of money to purveyors of water to pay for costs of capital improvements to publicly owned community water systems and publicly owned non-transient water systems required and made necessary by the State Board of Health pursuant to NRS 445.361 to 445.399, inclusive, or made necessary by the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.) and the regulations adopted pursuant thereto; and
- WHEREAS:** Las Vegas Valley Water District (Blue Diamond Water System) (“Applicant”) has applied to the Board for a grant for a project having eligible costs estimated to be \$15,205,000 to pay for costs of capital improvements to a publicly owned community water system within the jurisdiction of the Applicant, which capital improvements are commonly referred to as the “system-wide rehabilitation project for upgrades” (“Project”); and
- WHEREAS:** NDEP and the Recipient intend to enter into grant funding agreement GP2105 in order to pay for system improvements and rehabilitation; and
- WHEREAS:** the Board has taken all necessary and proper actions with respect to the Application as required pursuant to the Act and Chapter 349.430 to 349.545, Nevada Administrative Code (the “Regulations”), and in connection therewith, the Board has determined to provide a grant to the Applicant; and
- WHEREAS:** NAC 349.535 provides in relevant part, as follows:
- If the Board determines to provide a grant, it will adopt a resolution which will include: (a) a statement of the approval of the board that sets forth its findings of fact concerning its determinations made pursuant to NAC 349.530; (b) the application; and (c) the terms for providing the grant to the applicant. . . .

IT IS RESOLVED by the Board for Financing Water Projects of the State of Nevada:

Section 1: This resolution shall be known as the "G07C-1221 Las Vegas Valley Water District (Blue Diamond Water System).

Section 2: In connection with its findings of fact set forth in Section 3 of this Resolution and subject to the provisions of Section 4 of this Resolution, the Board has determined, and does hereby declare, that it approves and shall provide additional grant funds to the Applicant in an amount not to exceed \$3,748,050 of eligible project costs estimated to be \$15,205,000. The total commitment to grant GP2105 would therefore be \$4,200,280.

Section 3: Based on its review of the Application, and based on the records and documents submitted to the Board concerning the Project, the Board hereby makes the following findings of fact in support of its determination to award a grant to the Applicant:

- (a) The proposed capital improvement is economically justified and financially feasible.
- (b) The proposed capital improvement complies with the provisions of the NRS 349.980 to 349.987, inclusive.
- (c) The plan for development of the proposed capital improvement is satisfactory.
- (d) The Applicant is able to obtain the financing required to complete the capital improvement.
- (e) The Applicant has taken sufficient and reasonable efforts to determine whether the proposed capital improvement conflicts with any regional master plan of any local, state or federal governing authority, and those efforts have not revealed such a conflict; and
- (f) The proposed capital improvement will not use or waste excessive quantities of water.

Section 4: The conditions for providing the grant to the Applicant are set forth on Attachment A attached hereto and by this reference incorporated herein.

Section 5: The Application, on file with the State and by this reference incorporated herein, is a true and correct copy of the application filed by the Applicant with the Board.

Section 6: The Board hereby authorizes and directs the Director of the Department of Conservation and Natural Resources to take all necessary and appropriate actions to effectuate the provisions of this Resolution in accordance with the Act and NAC 349.549.

Section 7: This resolution shall be effective on its passage and approval.

PASSED, ADOPTED, AND SIGNED DECEMBER 15, 2021

Signed: DocuSigned by: Bruce R Scott 12/16/2021 | 9:00 AM PST
F01CD1879BFC416...

Chair
Board for Financing Water Projects

Attest: DocuSigned by: Jason Cooper 12/22/2021 | 7:37 AM PST
7C85443BE32D486...

Advisor
Board for Financing Water Projects

STATE OF NEVADA)
) ss.
CARSON CITY)

I, Jason B. Cooper Advisor to the State Board for Financing Water Projects (the "Board"), do hereby certify that:

1. The foregoing pages constitute a true, correct, complete and compared copy of the "G07C-1221 Las Vegas Valley Water District (Blue Diamond Water System) Project Grant Commitment" (the "Resolution"), which was passed and adopted by the Board at its [December 15 2021](#), meeting in Carson City, Nevada.
2. The original of the Resolution was signed by the chairman of the Board and authenticated by me as the Advisor to the Board.
3. The following members of the Board who were present,

[Bruce Scott](#)
[Mike Workman](#)
[Carl Ruschmeyer](#)
[Christine Vuletich](#)

voted in favor of the passage of the Resolution.

4. All members of the Board were given due and proper notice of such meeting.
5. Pursuant to NRS 241.020, written notice of such meeting was given at least three working days before the meeting:
 - (a) By mailing a copy of the notice to each member of the Board:
 - (b) By posting a copy of the notice at the principal office of the Board, or if there is no principal office, at the building in which the meeting was held, and at least three other separate, prominent places within the jurisdiction of the Board, to wit:
 - (i) State of Nevada Public Notice Website - <https://notice.nv.gov/>
 - (ii) The Nevada Division of Environmental Protection's public notice website: <https://ndep.nv.gov/posts>
 - (iii) Department of Conservation and Natural Resources, 901 South Stewart Street, Carson City
 - (iv) Nevada Division of Environmental Protection, 2030 E. Flamingo Rd. Ste 230, Las Vegas
 - (v) Nevada State Library and Archives, 100 Stewart St, Carson City
 - (vi) State Legislative Building, 401 S. Carson St, Carson City
6. No other proceedings were adopted, and no other action taken or considered at such meeting relating to the subject matter of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand on this date.

DocuSigned by:

7C85443BE32D486...

12/22/2021 | 7:37 AM PST

Jason B. Cooper

Date

Advisor

Board for Financing Water Projects

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

May 3, 2022

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 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 \$131,279.

Fiscal Impact:

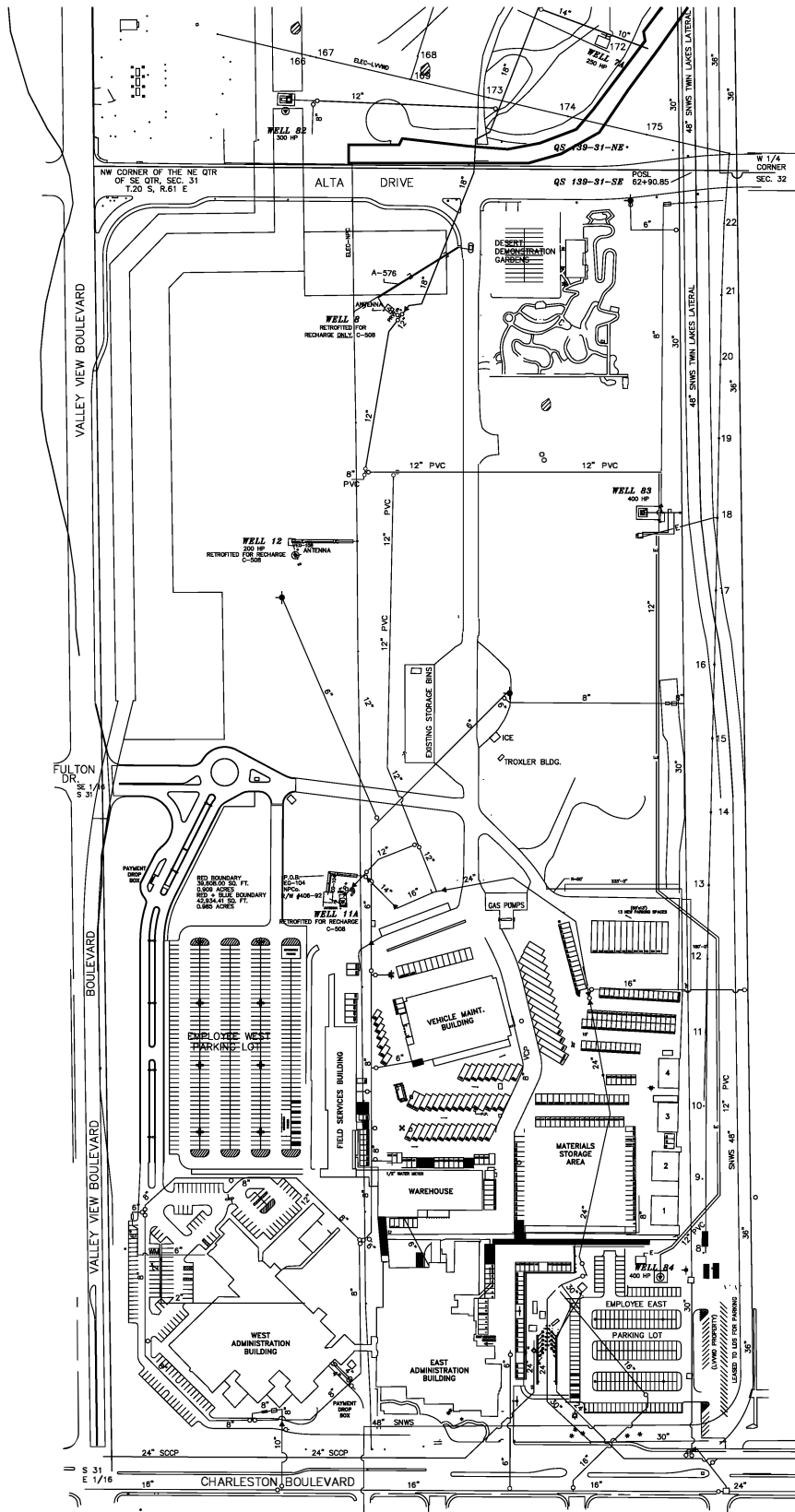
Funds requested for current year expenditures are available in the District's Capital Budget. Funds for future year expenditures will be budgeted accordingly.

Background:

On December 20, 2021, the SNWA Board of Directors adopted a resolution supporting a moratorium on cooling and heating mechanisms that consumptively use water in all new developments. Project No. 3255L, Valley View Campus Central Chiller Plant (Project), covers the design and construction of a centralized chiller for cooling of air for numerous buildings at the District's Valley View Campus.

If approved, the attached Agreement to Provide Professional Services would provide the terms and conditions for HDR Engineering, Inc., to prepare a study of three to five technologies that demonstrate water-conscious cooling methods. Through this study, the District expects that one or more of these technologies could be employed to replace the existing central chiller and then be expanded to provide cooling to other buildings throughout the Valley View campus. Agreements for final design and construction will be brought to the Board for consideration under separate action. The requested \$131,279 includes a 10 percent contingency.

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



LAS VEGAS VALLEY WATER DISTRICT CONCEPTUAL DRAWING

NOT
TO
SCALE

DRAWN BY:
SDM
EDITED BY:
SDM
ENGINEER:
RCP

VALLEY VIEW CAMPUS CENTRAL CHILLER PLANT

PROJECT
3255L

PAGE 1 OF 1



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	40
Corporate/Business Entity Name:	HDR Engineering, Inc.
Doing Business As:	
Street Address:	6750 Via Austi Parkway, Suite 350
City, State, and Zip Code	Las Vegas, NV 89119
Website:	www.hdrinc.com
Contact Name:	Craig Smart
Contact Email:	craig.smart@hdrinc.com
Telephone No:	702-938-6000
Fax No:	702-938-6060

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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

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

No Ownership More than Five Percent (5%) Statement: <i>(if applicable)</i>
Employee Stock Ownership Plan - No one employee owns more than 5% of the company.

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Craig Smart
Signer Title:	Associate Vice President
Signer Email:	craig.smart@hdrinc.com
Signed Date:	2022-02-16

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

Ryan Pearson 
Digitally signed by Ryan Pearson
Date: 2022.02.28 13:58:10-08'00'

Signature

Ryan Pearson/Eng. Division Manager

Print Name/Title

2/28/2022

Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between HDR ENGINEERING, INC., hereinafter called "CONSULTANT," and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." CONSULTANT and DISTRICT are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "DISTRICT" also refers to staff of DISTRICT acting within their designated authority and duties. The "Effective Date" is the date of last signature on this Agreement.

WITNESSETH:

WHEREAS, DISTRICT desires to obtain professional services as more specifically described herein, and

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

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

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

1. SCOPE OF SERVICES:

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

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the Effective Date and shall remain in effect until all Services authorized by DISTRICT to be performed are completed by CONSULTANT, unless terminated in accordance with the terms of this Agreement. This Agreement may not extend more than seven years from Effective Date. During this period, CONSULTANT agrees to provide Services as required by DISTRICT within the scope of this Agreement.

3. COMPENSATION:

- 3.1. In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to DISTRICT's satisfaction.
- 3.2. CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to DISTRICT in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by CONSULTANT shall be included.

- 3.3. DISTRICT shall pay invoiced amounts from CONSULTANT based on tasks completed as set forth in **Exhibit A** within 30 calendar days after the date the invoice is received and approved by DISTRICT.
- 3.4. DISTRICT may dispute a payment or portion thereof that is due before or after DISTRICT pays the invoice.
4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$131,279.00 .
5. RESPONSIBILITIES OF CONSULTANT:
 - 5.1. CONSULTANT shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by DISTRICT prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within 30 calendar days, DISTRICT may terminate this Agreement.
 - 5.2. CONSULTANT agrees that its officers and employees will cooperate with DISTRICT in the performance of Services under this Agreement and will be available for consultation with DISTRICT at such reasonable times with advance notice as to not conflict with their other responsibilities.
 - 5.3. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
 - 5.4. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products that do not meet generally acceptable professional and technical standards.
 - 5.4.1. Permitted or required approval by DISTRICT of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
 - 5.4.2. DISTRICT's review, approval, acceptance, or payment for any of CONSULTANT's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DISTRICT caused by CONSULTANT's performance or failures to perform under this Agreement.
 - 5.5. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for DISTRICT relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than DISTRICT shall become the property of DISTRICT and shall be delivered to DISTRICT's representative upon completion or termination of this Agreement, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DISTRICT. DISTRICT shall have the right to reproduce all documentation supplied pursuant to this Agreement.
 - 5.6. The rights and remedies of DISTRICT provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

6. RESPONSIBILITIES OF DISTRICT:

- 6.1. DISTRICT agrees that its officers and employees will cooperate with CONSULTANT in the performance of the Services and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.
- 6.2. The Services performed by CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT's representative, Ryan Pearson, Engineering, telephone number 702-875-7064 or their designee. DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- 6.3. DISTRICT shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.
- 6.4. CONSULTANT will not be responsible for accuracy of information or data supplied by DISTRICT or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7. TRUTH-IN-NEGOTIATION CERTIFICATION:

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

8. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of CONSULTANT to DISTRICT hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

9. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

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

- 9.1. All content developed on behalf of DISTRICT, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the DISTRICT's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to DISTRICT's engagement of CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.
- 9.2. To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to DISTRICT.
 - 9.2.1. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all of the Work Product and to allow DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 10.
- 9.3. CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary

theory) in, to or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute DISTRICT's Right in and to the Work Product.

10. INTELLECTUAL PROPERTY ASSIGNMENT:

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

11. INTERPRETATION:

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

12. CONFLICT OF INTEREST:

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

13. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

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

14. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

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

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

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

15. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

- 15.1. Subject to Section 6.4, CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein that do not meet generally acceptable professional and technical standards.
- 15.2. The cost necessary to correct those errors attributable to CONSULTANT and any damage incurred by DISTRICT as a result of additional costs caused by such errors shall be chargeable to CONSULTANT. The fact that DISTRICT has accepted or approved CONSULTANT's Work shall in no way relieve CONSULTANT of any of its responsibilities.

16. INDEMNIFICATION:

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

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

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

17. SCHEDULE FOR PERFORMANCE OF SERVICES

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

18. INSURANCE:

18.1. General:

18.1.1. CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to DISTRICT, nor shall CONSULTANT allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify DISTRICT of any changes to their insurance coverage.

18.1.2. DISTRICT shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by CONSULTANT or its subcontractor(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to DISTRICT, regardless of how the "other insurance" provisions may read. CONSULTANT agrees to waive its rights of subrogation against DISTRICT, and CONSULTANT's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

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

18.1.3. DISTRICT shall also be named as an additional insured under the subcontractor's insurance policies. Any deviation from the required insurance requirements will need to be approved by DISTRICT in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of CONSULTANT's or subcontractor's liability for claims arising out of this Agreement. CONSULTANT and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.

18.1.4. If CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, DISTRICT shall have the right, if DISTRICT so chooses, to procure and maintain the required insurance in the name of CONSULTANT with DISTRICT as an additional named insured. CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event CONSULTANT fails to pay the cost, DISTRICT has the right to set-off any sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.

18.2. Evidence of Insurance:

18.2.1. CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

18.2.2. Within 10 working days after the Effective Date, CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of DISTRICT, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement.

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

18.2.4. All insurance policies shall require the insurer to provide a minimum of 30 calendar days' prior notice to DISTRICT for any material change in coverage, cancellation.

18.3. Insurance Coverages:

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

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

18.3.3. Workers Compensation & Employers Liability Insurance: CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

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

18.3.5. Cyber and Technology Liability Insurance: CONSULTANT shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. CONSULTANT shall maintain continuous coverage under its claims-made policies for a period of three years after completion of services under this Agreement.

19. TERMINATION:

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

20. REVIEWS:

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

20.2. DISTRICT will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within 10 working days after receipt of the submission package, and the package will be returned to CONSULTANT. Corrections and changes to the submission will be made by CONSULTANT and resubmitted to DISTRICT in accordance with the mutually agreed to project schedule. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT may furnish DISTRICT with information that CONSULTANT has independently determined to be confidential under Nevada law and that CONSULTANT will label "Confidential Information". "Confidential Information" means confidential and proprietary information of CONSULTANT that is disclosed to DISTRICT which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by CONSULTANT to DISTRICT within 30 calendar days of the disclosure. Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of DISTRICT;

(2) DISTRICT can demonstrate to have had rightfully in its possession prior to disclosure by CONSULTANT; (3) is independently developed by DISTRICT without the use of any Confidential Information; or (4) DISTRICT rightfully obtains from a third party who has the right to transfer or disclose it.

DISTRICT and CONSULTANT recognize DISTRICT's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter DISTRICT's duties thereunder or to require DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. DISTRICT's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If DISTRICT's Office of General Counsel determines that any document or record supplied by CONSULTANT and marked "confidential" is determined to be a public record DISTRICT may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to CONSULTANT. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to CONSULTANT and work with CONSULTANT in good faith to minimize the extent of the disclosure to the extent requested by CONSULTANT and permitted by the Nevada Public Records Act.

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

22. USE OF MATERIALS:

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

23. PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- 23.1. The DISTRICT uses various project management information systems ("PMIS"). The DISTRICT will notify the CONSULTANT what PMIS the DISTRICT will be using for the management of this Agreement.
- 23.2. Due to the sensitive nature of information contained within the project management information system (PMIS), DISTRICT requires that CONSULTANT agree to the PMIS terms of use. By entering into this Agreement, CONSULTANT agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").
 - 23.2.1. Access to PMIS provided by DISTRICT is for authorized users and organizations only. To protect this software from unauthorized use and to ensure that the software functions properly, activities on PMIS and use of this application, related data, and/or related services (collectively "PMIS Services") are monitored and recorded and subject to audit.
 - 23.2.2. CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:
 - 23.2.2.1. Authorized users cannot give out their login information to another party.
 - 23.2.2.2. Authorized users shall notify DISTRICT within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.
 - 23.2.2.3. Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.

- 23.2.2.4. These PMIS Services are provided for the convenience of contractors and engineering firms. DISTRICT is not responsible for any issues created by a malfunction of these PMIS Services.
- 23.2.2.5. CONSULTANT agrees to use PMIS for work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.
- 23.2.2.6. CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
- 23.2.3. CONSULTANT agrees not to use the PMIS Services in any way that is unlawful, or harms DISTRICT, its' service providers, suppliers or any other user. CONSULTANT agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. DISTRICT's failure to act with respect to a breach by CONSULTANT or others does not waive its right to act with respect to subsequent or similar breaches.
- 23.2.4. NO WARRANTY. DISTRICT provides the PMIS Services "As Is," "With All Faults" and "As Available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with CONSULTANT, to the maximum extent permitted by applicable law. DISTRICT and its suppliers make no representations, warranties or conditions, express or implied. DISTRICT and its suppliers expressly disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (a) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, no encumbrances, no liens and non-infringement, (b) warranties or conditions arising through course dealing or usage of trade, and (c) warranties or conditions of uninterrupted or error-free access or use.
- 23.2.5. LIABILITY LIMITATION; EXCLUSIVE REMEDY. In addition to applicable Nevada laws regarding sovereign immunity, in no event will DISTRICT 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 CONSULTANT's use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If CONSULTANT has any dispute or claim against DISTRICT or its suppliers with respect to these Terms of Use or the PMIS Services, then CONSULTANT's sole and exclusive remedy is to discontinue using the PMIS Services.
- 23.2.6. DISTRICT reserves the right to change the Terms of Use and will provide notice of any change to CONSULTANT. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. DISTRICT may change, suspend or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. DISTRICT may assign these Terms of Use, in whole or in part, at any time with or without notice to CONSULTANT. CONSULTANT may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.
- 23.2.7. These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. CONSULTANT agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada, for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use.
- 23.2.8. If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.

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

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

24. DATA PRIVACY AND SECURITY:

24.1. During the course of this Agreement, CONSULTANT 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.

24.2. CONSULTANT shall:

24.2.1. 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;

24.2.2. Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;

24.2.3. Not create, collect, receive, access, or use Facility Information in violation of law;

24.2.4. Use and disclose Facility Information solely and exclusively for the purposes for of providing Work or Services under this Agreement;

24.2.5. 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;

24.2.6. 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 CONSULTANT's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable CONSULTANT 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

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

24.3. CONSULTANT ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE CONSULTANT TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).

24.4. 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 CONSULTANT or by the DISTRICT to the extent that DISTRICT has 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.

24.5. CONSULTANT shall:

- 24.5.1. Notify the DISTRICT of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the CONSULTANT 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;
 - 24.5.2. At its own expense, coordinate and fully cooperate with the DISTRICT in the DISTRICT's handling of the matter;
 - 24.5.3. Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
 - 24.5.4. Maintain and preserve all documents, records, and other data related to any Security Breach; and
 - 24.5.5. Reimburse the DISTRICT for all actual costs incurred by the DISTRICT in responding to and mitigating damages caused by any Security Breach.
- 24.6. CONSULTANT 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.
- 24.7. CONSULTANT has completed and provided to DISTRICT the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. CONSULTANT agrees to maintain a comparable or better information security program throughout the course of this Agreement that is reviewed for new risk assessments at least annually.
- 24.8. CONSULTANT shall implement reasonable administrative, physical and technical safeguards to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which 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.

25. RECORDS:

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

26. ASSIGNMENT:

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

27. SEVERABILITY:

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

28. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- 28.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.
- 28.2. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the DISTRICT may declare CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.

29. EQUAL EMPLOYMENT OPPORTUNITY:

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

30. APPLICABLE LAW:

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

31. VENUE:

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

32. ATTORNEY'S FEES:

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

33. NO THIRD-PARTY RIGHTS:

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

34. WAIVER:

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

35. CAPTIONS:

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

36. COUNTERPARTS:

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

37. INTEGRATION:

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

38. NOTICES:

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

To CONSULTANT: HDR ENGINEERING, INC.
Attention: Donald Pelissier
6750 Via Austi Parkway
Suite 350
Las Vegas, Nevada 89123
donald.pelissier@hdrinc.com

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

With copy to: Las Vegas Valley Water District
(excluding invoices) Attention: General Counsel
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
generalcounsel@lvvwd.com

When notice is given by mail, it shall be deemed served three business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

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

39. AMENDMENT:

This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

40. AUDITS:

The performance of this Agreement by CONSULTANT is subject to review by DISTRICT to insure contract compliance at the discretion of DISTRICT. CONSULTANT agrees to provide DISTRICT any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to CONSULTANT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

41. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 40 (Audits) of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, (b) Paragraphs 9 (Intellectual Property Acknowledgment), 10 (Intellectual Property Assignment), 16 (Indemnification), 21 (Confidentiality and Release of Information), 24 (Data Privacy and Security), 30 (Applicable Law), 31 (Venue), and 32 (Attorney's Fees) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

42. FORCE MAJEURE:

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

43. COMPANIES THAT BOYCOTT ISRAEL:

CONSULTANT certifies that it is not engaged in, and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

44. ELECTRONIC SIGNATURES:

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

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

HDR ENGINEERING, INC.

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES
EXHIBIT A - SCOPE OF SERVICES
LAS VEGAS VALLEY WATER DISTRICT
Valley View Campus Central Chiller Plant

INTRODUCTION

This document is intended to supplement the Scope of Services provided by the Las Vegas Valley Water District (District) (Attachment 1) in connection with the proposed Valley View Campus Central Chiller Plant Study (Project). HDR Engineering, Inc. (Consultant) will perform the services described below.

SCOPE OF WORK

Project Description

Provide a Study for a central chilled water plant that evaluates three to five technologies that demonstrate water conscious cooling methods. The proposed alternate shall include examples of similar installations in the arid southwest or similar climate, water demand, power demand, budgetary construction cost estimate as well as operational costs.

Project Management and Coordination

Project Management and Coordination

This task will consist of project monitoring and administration, communication and correspondence with the District, attendance at scheduled progress meetings with District staff, and project quality assurance/quality control (QA/QC) activities.

The Consultant will establish project controls to monitor project status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed weekly. The Consultant will prepare monthly invoices to the District.

Deliverables:

- Monthly invoice.

Central Plant Study

The Study will be completed using the following tasks and assumptions

Project Kick-off to establish project objectives, constraints and proposed system alternatives. The Kick-off meeting will be attended by the project manager, mechanical engineer and electrical engineer.

Site visit to evaluate the existing HVAC and electrical system for the East Administration Building and West Administration Building. Site visit will be conducted in conjunction with the kick-off meeting and attended by the project manager, mechanical engineer, and electrical engineer.

Review of the existing record drawings for the East Administration Building and West Administration Building.

Perform HVAC load calculation estimate for the East Administration Building and West Administration Building to create a cooling load profile for use in the evaluation of the proposed chilled water alternatives.

Define the proposed alternatives that will be evaluated in the Study. Proposed cooling alternatives will be evaluated at varying thermal energy storage sizes when applicable.

Review of electrical utility rate structure for use in the evaluation of the proposed chilled water alternatives.

Evaluation of the proposed chilled water alternatives. This evaluation will look at the water consumption, electrical consumption, and demand as well as thermal storage.

Evaluation of electrical systems demand for chilled water alternatives. Opinion of probable construction costs to provide rough order of magnitude for proposed alternatives. Any opinions of probable project cost or probable construction cost provided by Consultant are made on the basis of information available to Consultant and on the basis of Consultant's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Consultant does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Consultant prepares.

Site selection of the proposed alternatives on the existing Valley View Campus. Including approximate size (square footage) of central chilled water plant and thermal storage.

Draft report to incorporate the results of the above tasks. Draft report will not include recommendation on a preferred system selection.

Review workshop to present the proposed alternatives. Consultant will work with District to evaluate alternatives to work toward a final recommendation.

Final report to incorporate comments from the workshop and provide a central chilled water system recommendation.

Assumptions:

- The District will provide record drawings and specifications of the East Administration Building and West Administration Building.
- The Kick-off meeting and site visit will be attended by the project manager, mechanical engineer, and electrical engineer.
- The Review workshop will be attended by the project manager and mechanical engineer. Other consultant team members will attend virtually.
- Alternative chilled water technologies will assume a 750 ton campus load.
- Emergency generator systems for the central chilled water plant are not included.
- Consideration of how the existing East Administration Building and West Administration Building HVAC would be connected to the central chilled water plant is included.
- Detailed assessments of the HVAC systems in the East Administration Building and West Administration Building are not included.
- Detailed analysis, design or opinions of cost of new HVAC systems in the East Administration Building and West Administration Building to accommodate the chilled water system are not included.
- All proposed chilled water plant systems will incorporate a primary/secondary pumping system as the baseline. Review of alternate pumping arrangements are not included in this scope. A detailed evaluation of different pumping strategies is an option that could be performed during the following design of the project.

Deliverables:

- Draft Study Report (PDF)
- Final Study Report (PDF)

FEE

The fee for the Scope of Services to be provided by HDR Engineering, Inc. (Consultant) to the Las Vegas Valley Water District (District) is \$119,344 and is presented in Table 1. The tasks will be billed monthly on a lump sum basis.

Table 1 – Fee Breakdown

Project Management and Coordination	\$15,395.00
Study	\$103,949.00
SUBTOTAL	\$119,344.00
Contingency	\$11,935.00
TOTAL	\$ 131,279.00

The Las Vegas Valley Water District is the leading customer of the Southern Nevada Water Authority and a major partner in water conservation. Ninety (90) percent of the water used in the Las Vegas Valley is supplied by the Colorado River. Due to a two-decade long drought in the Colorado River Basin a federally declared shortage has been declared for 2022 and further future shortage declarations are anticipated. To be a steward of water and a leader in conservation, the Las Vegas Valley Water District endeavors to showcase how water conservation can be accomplished in building cooling.

At its Valley View Campus, the District has two consumptive-use water evaporative cooling towers: one in the “East Administrative Building” and another in the “West Administrative Building”. The campus also contains several other buildings which are cooled by a mixture of technologies from standard AC package units to swamp coolers. A total combined cooling load for all of the major buildings on the campus is estimated at 750 tons.

In order to demonstrate more water conscious cooling methods, the District has proposed that a central chiller plant be constructed at the Valley View campus. The consultant shall investigate alternate cooling technologies that reduce consumptive use of water while also being energy efficient. The consultant shall also consider modular expansion of these technologies. It is anticipated that three to five technologies are to be evaluated by the consultant during this effort.

The consultant shall provide a written report containing, at a minimum, the following information for each alternative studied:

- Evaluation of the Valley View Campus building to understand cooling needs and potential siting for a central chiller plant.
- Description of the proposed alternative
 - Examples of similar installations in the arid southwest or similar climate
 - Water demand
 - Power demand
 - Budgetary construction cost estimate
 - Operational Costs

The anticipated schedule for this effort is 120 days from issuance of the Notice to Proceed.

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

May 3, 2022

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 Westwood Professional Services, Inc., and the District to provide professional engineering design services for the Springs Preserve Cienega Phase II Project for an amount not to exceed \$478,126.

Fiscal Impact:

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

Background:

On October 7, 1987, the City of Las Vegas (City) and the District entered into an agreement to construct and maintain the Meadows Detention Basin (Basin) on District property. On August 6, 2002, the City and the District entered into an agreement for the Basin expansion. On September 1, 2020, the City and the District entered into an agreement to design and construct the low flow channel associated with the Basin. The agreement also evenly split the design costs between the City and the District.

On September 24, 2017, the District and Slatter Hannifan Group, Inc., now Westwood Professional Services (Westwood), entered into an agreement for professional services that would determine if modifications were necessary to ensure that the Basin has adequate stormwater capacity. It was determined that modifications to the Basin were required. Due to familiarity with the project and previous performance on District contracts, Westwood has been selected to perform the engineering design of the modifications.

If approved, the attached Agreement to Provide Professional Services provides the terms and conditions necessary for Westwood to provide project design for and engineering services during construction of the Springs Preserve Cienega Phase II Project, as generally shown on Attachment A. The requested \$478,126 includes a 10 percent contingency.

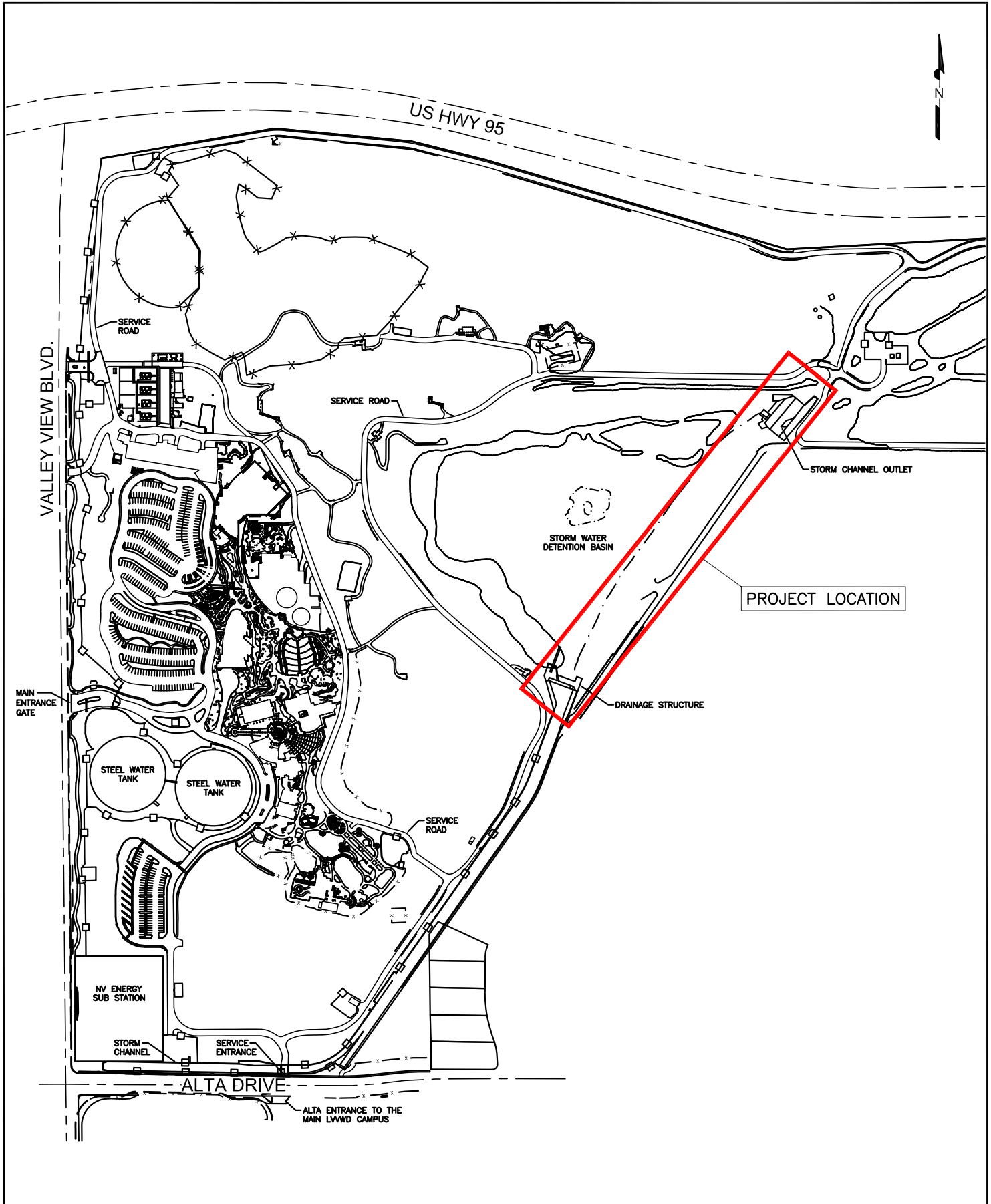
This agreement is being entered into pursuant to NRS 332.115(a)(b) and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:PJJ:RCP:kd

Attachments: Attachment A, Disclosure, Agreement

AGENDA
ITEM #

6



SOUTHERN NEVADA WATER AUTHORITY

NOT
TO
SCALE

DRAWN BY:
J. ARROYO
EDITED BY:
M. HAGOOD
ENGINEER:
M. HAGOOD

SPRINGS PRESERVE CIENEGA MODIFICATIONS, PHASE II

CONTRACT
C1587
PAGE 1 OF 1



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	40
Corporate/Business Entity Name:	HDR Engineering, Inc.
Doing Business As:	
Street Address:	6750 Via Austi Parkway, Suite 350
City, State, and Zip Code	Las Vegas, NV 89119
Website:	www.hdrinc.com
Contact Name:	Craig Smart
Contact Email:	craig.smart@hdrinc.com
Telephone No:	702-938-6000
Fax No:	702-938-6060

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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

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

No Ownership More than Five Percent (5%) Statement: <i>(if applicable)</i>
Employee Stock Ownership Plan - No one employee owns more than 5% of the company.

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Craig Smart
Signer Title:	Associate Vice President
Signer Email:	craig.smart@hdrinc.com
Signed Date:	2022-02-16

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

Ryan Pearson 
Digitally signed by Ryan Pearson
Date: 2022.02.28 13:58:10-08'00'

Signature

Ryan Pearson/Eng. Division Manager

Print Name/Title

2/28/2022

Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Westwood Professional Services, Inc. hereinafter called "CONSULTANT," and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." CONSULTANT and DISTRICT are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "DISTRICT" also refers to staff of DISTRICT acting within their designated authority and duties. The "Effective Date" is the date of last signature on this Agreement.

WITNESSETH:

WHEREAS, DISTRICT desires to obtain professional services as more specifically described herein, and

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

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

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

1. SCOPE OF SERVICES:

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

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the Effective Date and shall remain in effect until all Services authorized by DISTRICT to be performed are completed by CONSULTANT, unless terminated in accordance with the terms of this Agreement. This Agreement may not extend more than seven years from Effective Date. During this period, CONSULTANT agrees to provide Services as required by DISTRICT within the scope of this Agreement.

3. COMPENSATION:

- 3.1. In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to DISTRICT's satisfaction.
- 3.2. CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to DISTRICT in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by CONSULTANT shall be included.

- 3.3. DISTRICT shall pay invoiced amounts from CONSULTANT based on tasks completed as set forth in **Exhibit A** within 30 calendar days after the date the invoice is received and approved by DISTRICT.
- 3.4. DISTRICT may dispute a payment or portion thereof that is due before or after DISTRICT pays the invoice.
4. LIMITATION ON COSTS:
- The total cost of Services provided under this Agreement shall not exceed \$478,126.00.
5. RESPONSIBILITIES OF CONSULTANT:
- 5.1. CONSULTANT shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by DISTRICT prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within 30 calendar days, DISTRICT may terminate this Agreement.
- 5.2. CONSULTANT agrees that its officers and employees will cooperate with DISTRICT in the performance of Services under this Agreement and will be available for consultation with DISTRICT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- 5.4. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 5.4.1. Permitted or required approval by DISTRICT of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
- 5.4.2. DISTRICT's review, approval, acceptance, or payment for any of CONSULTANT's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DISTRICT caused by CONSULTANT's performance or failures to perform under this Agreement.
- 5.5. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for DISTRICT relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than DISTRICT shall become the property of DISTRICT and shall be delivered to DISTRICT's representative upon completion or termination of this Agreement, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DISTRICT. DISTRICT shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 5.6. The rights and remedies of DISTRICT provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.
6. RESPONSIBILITIES OF DISTRICT:
- 6.1. DISTRICT agrees that its officers and employees will cooperate with CONSULTANT in the performance of the Services and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.

- 6.2. The Services performed by CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT's representative, Ryan Pearson, Engineering, telephone number 702-875-7064 or their designee. DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- 6.3. DISTRICT shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.
- 6.4. CONSULTANT will not be responsible for accuracy of information or data supplied by DISTRICT or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7. TRUTH-IN-NEGOTIATION CERTIFICATION:

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

8. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of CONSULTANT to DISTRICT hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

9. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

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

- 9.1. All content developed on behalf of DISTRICT, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the DISTRICT's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to DISTRICT's engagement of CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.
- 9.2. To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to DISTRICT.
 - 9.2.1. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all of the Work Product and to allow DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 10.
- 9.3. CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute DISTRICT's Right in and to the Work Product.

10. INTELLECTUAL PROPERTY ASSIGNMENT:

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

11. INTERPRETATION:

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

12. CONFLICT OF INTEREST:

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

13. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

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

14. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

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

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

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

15. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

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

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

16. INDEMNIFICATION:

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

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

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

17. SCHEDULE FOR PERFORMANCE OF SERVICES:

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

18. INSURANCE:

18.1. General:

- 18.1.1. CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to DISTRICT, nor

shall CONSULTANT allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify DISTRICT of any changes to their insurance coverage.

- 18.1.2. DISTRICT shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by CONSULTANT or its subcontractor(s) hereunder, all insurance required under this Agreement (except workers compensation) shall be primary (pay first) with respect to any other insurance which may be available to DISTRICT, regardless of how the "other insurance" provisions may read. CONSULTANT agrees to waive its rights of subrogation against DISTRICT (except with respect to cyber), and CONSULTANT's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

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

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

18.2. Evidence of Insurance:

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

18.3. Insurance Coverages:

- 18.3.1. Commercial General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per

occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

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

18.3.3. Workers Compensation & Employers Liability Insurance: CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

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

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

19. TERMINATION:

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

20. REVIEWS:

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

20.2. DISTRICT will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within 10 working days after receipt of the submission package, and the package will be returned to CONSULTANT. Corrections and changes to the submission will be made by CONSULTANT and resubmitted to DISTRICT in accordance with the mutually agreed to project schedule. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT may furnish DISTRICT with information that CONSULTANT has independently determined to be confidential under Nevada law and that CONSULTANT will label "Confidential Information". "Confidential Information" means confidential and proprietary information of CONSULTANT that is disclosed to DISTRICT which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by CONSULTANT to DISTRICT within 30 calendar days of the disclosure. Confidential Information shall not include information that:

(1) is now or subsequently becomes generally available to the public through no fault or breach of DISTRICT; (2) DISTRICT can demonstrate to have had rightfully in its possession prior to disclosure by CONSULTANT; (3) is independently developed by DISTRICT without the use of any Confidential Information; or (4) DISTRICT rightfully obtains from a third party who has the right to transfer or disclose it.

DISTRICT and CONSULTANT recognize DISTRICT's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter DISTRICT's duties thereunder or to require DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. DISTRICT's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If DISTRICT's Office of General Counsel determines that any document or record supplied by CONSULTANT and marked "confidential" is determined to be a public record DISTRICT may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to CONSULTANT. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to CONSULTANT and work with CONSULTANT in good faith to minimize the extent of the disclosure to the extent requested by CONSULTANT and permitted by the Nevada Public Records Act.

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

22. USE OF MATERIALS:

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

23. PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- 23.1. The DISTRICT uses various project management information systems ("PMIS"). The DISTRICT will notify the CONSULTANT what PMIS the DISTRICT will be using for the management of this Agreement.
- 23.2. Due to the sensitive nature of information contained within the project management information system (PMIS), DISTRICT requires that CONSULTANT agree to the PMIS terms of use. By entering into this Agreement, CONSULTANT agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").
 - 23.2.1. Access to PMIS provided by DISTRICT is for authorized users and organizations only. To protect this software from unauthorized use and to ensure that the software functions properly, activities on PMIS and use of this application, related data, and/or related services (collectively "PMIS Services") are monitored and recorded and subject to audit.
 - 23.2.2. CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:
 - 23.2.2.1. Authorized users cannot give out their login information to another party.
 - 23.2.2.2. Authorized users shall notify DISTRICT within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.
 - 23.2.2.3. Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.

- 23.2.2.4. These PMIS Services are provided for the convenience of contractors and engineering firms. DISTRICT is not responsible for any issues created by a malfunction of these PMIS Services.
- 23.2.2.5. CONSULTANT agrees to use PMIS for work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.
- 23.2.2.6. CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
- 23.2.3. CONSULTANT agrees not to use the PMIS Services in any way that is unlawful, or harms DISTRICT, its' service providers, suppliers or any other user. CONSULTANT agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. DISTRICT's failure to act with respect to a breach by CONSULTANT or others does not waive its right to act with respect to subsequent or similar breaches.
- 23.2.4. NO WARRANTY. DISTRICT provides the PMIS Services "As Is," "With All Faults" and "As Available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with CONSULTANT, to the maximum extent permitted by applicable law. DISTRICT and its suppliers make no representations, warranties or conditions, express or implied. DISTRICT and its suppliers expressly disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (a) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, no encumbrances, no liens and non-infringement, (b) warranties or conditions arising through course dealing or usage of trade, and (c) warranties or conditions of uninterrupted or error-free access or use.
- 23.2.5. LIABILITY LIMITATION; EXCLUSIVE REMEDY. In addition to applicable Nevada laws regarding sovereign immunity, in no event will DISTRICT 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 CONSULTANT's use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If CONSULTANT has any dispute or claim against DISTRICT or its suppliers with respect to these Terms of Use or the PMIS Services, then CONSULTANT's sole and exclusive remedy is to discontinue using the PMIS Services.
- 23.2.6. DISTRICT reserves the right to change the Terms of Use and will provide notice of any change to CONSULTANT. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. DISTRICT may change, suspend or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. DISTRICT may assign these Terms of Use, in whole or in part, at any time with or without notice to CONSULTANT. CONSULTANT may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.
- 23.2.7. These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. CONSULTANT agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada, for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use.
- 23.2.8. If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.
- 23.2.9. Except as expressly stated herein, these Terms of Use constitute the entire agreement between DISTRICT and CONSULTANT with respect to the PMIS Services and supersede all prior or

contemporaneous communications of any kind between DISTRICT and CONSULTANT with respect to the PMIS Services.

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

24. DATA PRIVACY AND SECURITY:

24.1. During the course of this Agreement, CONSULTANT 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.

24.2. CONSULTANT shall:

24.2.1. 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;

24.2.2. Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;

24.2.3. Not create, collect, receive, access, or use Facility Information in violation of law;

24.2.4. Use and disclose Facility Information solely and exclusively for the purposes of providing Work or Services under this Agreement;

24.2.5. 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;

24.2.6. 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 CONSULTANT's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable CONSULTANT 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

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

24.3. CONSULTANT ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE CONSULTANT TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).

24.4. 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 CONSULTANT or by the DISTRICT to the extent that DISTRICT has 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.

24.5. CONSULTANT shall:

24.5.1. Notify the DISTRICT of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the CONSULTANT 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;

- 24.5.2. At its own expense, coordinate and fully cooperate with the DISTRICT in the DISTRICT's handling of the matter;
- 24.5.3. Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
- 24.5.4. Maintain and preserve all documents, records, and other data related to any Security Breach; and
- 24.5.5. Reimburse the DISTRICT for all actual costs incurred by the DISTRICT in responding to and mitigating damages caused by any Security Breach.

24.6. CONSULTANT 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.

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

24.8. CONSULTANT shall implement reasonable administrative, physical and technical safeguards to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which 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.

25. RECORDS:

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

26. ASSIGNMENT:

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

27. SEVERABILITY:

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

28. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

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

- 28.2. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the DISTRICT may declare CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.
29. EQUAL EMPLOYMENT OPPORTUNITY:
- 29.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.
- 29.2. CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to DISTRICT upon DISTRICT's request. CONSULTANT is solely liable for failure to comply with this provision.
30. APPLICABLE LAW:
- Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.
31. VENUE:
- The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.
32. ATTORNEY'S FEES:
- In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred.
33. NO THIRD-PARTY RIGHTS:
- This Agreement is not intended by the Parties to create any right in or benefit to parties other than DISTRICT and CONSULTANT. This Agreement does not create any third-party beneficiary rights or causes of action.
34. WAIVER:
- The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.
35. CAPTIONS:
- The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.
36. COUNTERPARTS:
- This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.
37. INTEGRATION:
- This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.
38. NOTICES:
- Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind CONSULTANT or DISTRICT, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:

Westwood Professional Services, Inc.
Attention: General Counsel
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
General.counsel@westwoodps.com
Mark Failla at mark.failla@westwoodps.com

With copy to:

To DISTRICT:

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

With copy to:
(excluding invoices)

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

When notice is given by mail, it shall be deemed served three business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

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

39. AMENDMENT:

This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

40. AUDITS:

The performance of this Agreement by CONSULTANT is subject to review by DISTRICT to insure contract compliance at the discretion of DISTRICT. CONSULTANT agrees to provide DISTRICT any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to CONSULTANT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

41. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 40 (Audits) of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, (b) Paragraphs 9 (Intellectual Property Acknowledgment), 10 (Intellectual Property Assignment), 16 (Indemnification), 21 (Confidentiality and Release of Information), 24 (Data Privacy and Security), 30 (Applicable Law), 31 (Venue), and 32 (Attorney's Fees) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

42. FORCE MAJEURE:

42.1. A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. CONSULTANT's economic hardship and changes in market conditions are not considered Force Majeure Events.

- 42.2. Both the DISTRICT and the CONSULTANT have evaluated the effects of COVID-19 on this Agreement. The DISTRICT and the CONSULTANT expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events.
- 42.3. Where CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and CONSULTANT shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be the CONSULTANT's sole and exclusive remedy for such delay, and CONSULTANT shall not be entitled to an increase in the sums due under Agreement. CONSULTANT shall provide a revised schedule for performance in accordance with Paragraph 17.2.
- 42.4. The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

43. COMPANIES THAT BOYCOTT ISRAEL:

CONSULTANT certifies that it is not engaged in, and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

44. ELECTRONIC SIGNATURES:

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

45. LIMITATION OF LIABILITY:

CONSULTANT's liability hereunder shall not exceed an amount equal to four times (4x) the fees actually paid to the CONSULTANT hereunder unless such liability is covered by the insurance required under section 18.3 above. In which case, the CONSULTANT's liability shall be limited to the insurance required in section 18.3.

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

WESTWOOD PROFESSIONAL SERVICES, INC

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

Project Understanding

The project scope consists of design and construction of a 450 cfs capacity concrete lined open channel connecting the existing drainage channel to the south with the existing spillway outlet structure to the north which connects to an existing downstream channel. Detention basin inflow in excess of 450 cfs will be designed to spill into the detention basin storage area. The open channel will effectively convert Meadows Detention Basin into a peaking basin to help increase the detention basin storage volume and help protect function of Cienega Area by reducing damage caused by more frequent storm events. Various other appurtenances relevant to the channel design will be integrated to perpetuate drainage within the detention basin storage area, as well as to provide improvements to current debris mitigation, energy dissipation/stability, and access.

It is understood that the project schedule included as Attachment B of the provided Scope of Work can be further coordinated with LVVWD to discuss any omitted activities, lead activity lag times necessary to commence other activities, and adequate activity durations that may result in schedule modifications.

Task No. Task Description

A. General Services

- 1.0 Project Kick-Off Meeting** – Consultant to attend one (1) kick-off meeting with Las Vegas Valley Water District (District) and other agencies (as required) to introduce the project team and key personnel, discuss the scope of work, discuss data and information provided by the district and other agencies, review project schedule and milestones, establish lines of communication, identify any missing data or information necessary to proceed with the project, and discuss deliverables for the project. Consultant shall prepare meeting agenda and meeting minutes.
- 2.0 Project Management** – Consultant shall perform project management throughout the duration of the project. Consultant shall maintain communications with District Project Manager (PM) and include the District PM on all project related communications and correspondence. Consultant shall prepare and submit invoices in accordance with District requirements. Invoices shall be submitted monthly for charges incurred in the prior month. Consultant shall prepare a project design schedule based on this scope of work. The schedule shall be maintained and updated monthly based on tasks, review schedules, and deliverables and submitted to the LVVWD.
- 3.0 Progress/Coordination Meetings** – Consultant shall attend twelve (12) monthly progress/coordination meetings with the District and other relevant agencies and utility companies. Consultant shall prepare meeting agendas and meeting minutes.
- 4.0 Briefing Session Meetings** – Following a minimum of 21 calendar days for District submittal review, Consultant to attend and participate in two (2) formal briefing sessions with District staff at the 60% and 100% design stages of project completion. Consultant will prepare meeting minutes.
- 5.0 Cost Estimation** – Consultant to prepare an opinion of probable cost to construct the project at the 60% and 100% design levels. The construct cost estimate shall be provided in both a bid item format and a more detailed engineer's estimate format with an itemized breakdown of quantities, unit costs and funding source. The cost estimate will be prepared per Engineering Design Standards Volume 1, Chapter 4.
- 6.0 Utility Coordination** – Consultant shall coordinate with utilities and agencies having facilities within the limits of or adjacent to the project throughout the duration of the project, inclusive of attendance at related meetings. Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. Based on information obtained Consultant will identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions.
- 7.0 Agency & Permit Coordination** - Consultant shall identify permits required for the project. Consultant shall

prepare correspondences, exhibits and permit applications for the regulating agencies and assist the District in obtaining the required permits. The Consultant shall be responsible for external coordination activities during the design phase of the project. External coordination will be conducted with, but not limited to, the following agencies/entities:

- City of Las Vegas (CLV)
- Clark County Regional Flood Control District (CCRFCD)
- Nevada Division of Environmental Protection (NDEP)
- State of Nevada Division of Water Resources/Nevada State Dam Safety Engineer (NVDWR)
- U.S. Army Corp of Engineers
- Various dry utility companies/agencies (as necessary)

8.0 NVDWR Dam Safety Permit Application – Modifications to the existing detention basin embankment and/or spillway are anticipated; therefore, it is expected that a permit update will be required from the State of Nevada Division of Water Resources/Dam Safety Engineer. Consultant will prepare the required application package inclusive, but not limited to, application forms, data sheets, report studies, plans, etc. for a complete submittal. Consultant shall include the LVVWD on all correspondence and application submittals. It is noted that permit applications to NVDWR for a Dam Safety Permit/Update Permit typically requires significant coordination, application design data, and coordination. It is anticipated that two (2) response to comment submittals will be required.

9.0 CCRFCD Project Presentations – Consultant shall provide documentation needed at the 100% design level for the City of Las Vegas to request funding from CCRFCD. This will require presentations to CCRFCD's Citizen's Advisory Committee, Technical Advisory Committee and Board. Consultant shall prepare presentations and attend Committee and Board meetings. Consultant shall provide for the District and the City of Las Vegas review the required documentation and exhibits prior to the presentations.

10.0 Field Visits – Consultant shall conduct up to two (2) site field visits to assist in project design recommendations.

B. Survey Services

11.0 Boundary Survey – Consultant will conduct research of existing records, plats and pertinent recorded documents with the County Recorder's Office. An on-the-ground field survey of the subject area will be performed utilizing modern technologies to search for and tie out boundary and section line monuments and lines of occupation to determine the site boundary and control the location of the proposed improvements.

12.0 Topographic Field Survey – Provide an as-built/topographic survey per the District's Engineering Design Standards Volume 1 – General Design Guide for the subject area to establish horizontal and vertical locations of existing features as shown on the attached markup. Field work shall include hard shots of existing pavement, utility structures, drainage structures located within the limits of work along with any existing, visible and accessible utilities. The effort includes the compilation of survey data in an AutoCAD Civil 3D 2018 OR 2021 format drawing and will be compiled to provide topography with 1' contour intervals at a mapping scale of 1"=40'. It is noted that should older versions of AutoCAD Civil 3D are compatible with the latest 2021 version. Includes acquisition of horizontal and vertical location data collection for potholes.

13.0 Title Review & Encumbrance Verification – Consultant will provide an exhibit with any plottable easements and/or encumbrances cited in the title reports for the subject area provided by the client with regards to only the project area. Consultant will provide a current title report on the property in order to indicate the location and type of extenuating burdens/easements for the above referenced project and depict those on the survey if easements and/or encumbrances are found.

14.0 Horizontal Control Plan – Consultant will prepare a Horizontal Control Plan for the design of the proposed facilities to include streets, access roads, utilities, rights-of-way and easements for inclusion within the civil improvement plan set per the requirements of the Las Vegas Valley Water District. This plan will show ties to all existing monumentation that control the boundary of the site, the location and character of all monuments that will be set in support of the project, the location and type of existing and proposed easements. The components listed above will be graphically depicted with relation to the proposed site layout.

15.0 Survey Report – For the purposes of memorializing survey of the subject area, Survey Report for the subject area. The Survey Report will be submitted to the District for review. The survey report shall be prepared in accordance with the Engineering Design Standards Volume 1 – General Design Guide, Chapter 11.

C. Geotechnical Services

16.0 Geotechnical Evaluation – Consultant shall provide draft and final versions of a written geotechnical evaluation report. Inclusive of the geotechnical evaluation is the following:

- Review of pertinent background data, including project-related information provided by your office, in-house geotechnical data, referenced report, aerial photographs, and published geologic maps and soils data.
- Performance of a geologic reconnaissance to evaluate possible geologic hazards along channel alignment that may affect the design and/or construction of the project. Potential geologic hazards, such as possible faults and ground fissures, will be mapped. The limits of the mapping will extend about 100 feet to each side of the facilities.
- Coordination and mobilization for subsurface exploration with mark-out of existing utilities in areas of our proposed exploratory borings performed by Underground Service Alert.
- Drilling, logging, and sampling of five exploratory borings to depths of 15 feet with a track-mounted hollow stem auger drill rig. The total footage explored will be approximately 75 linear feet. The purposes of the soil borings are to evaluate the subsurface profile, depth to groundwater, and to obtain soil samples for laboratory testing.
- Performance of laboratory tests to evaluate the physical and engineering properties of the subsurface soil, which may include but not be limited to in-place moisture content and density, gradation, plasticity, consolidation, clay swell, direct shear strength, solubility potential, and chemical considerations (sulfate content, sodium content, sodium sulfate content, and total salts). Selection of tests will be based primarily on project needs, actual soil conditions encountered during the drilling activities, and quality and quantity of samples recovered from the planned soil borings.
- Compilation and analysis of the field and laboratory data to evaluate the following:
 - Subsurface conditions encountered along the project alignment, including stratigraphy and depth to groundwater, where encountered.
 - Geologic and seismic hazards, including distances to tectonic faults, seismic parameters to be utilized for design purposes, and potential ground fissures.
 - Potential adverse effects of possible presence of cemented soils. Suitability for the proposed construction from a geotechnical standpoint.
 - Earthwork and compaction requirements, including subgrade preparation, excavation characteristics, and suitability of the on-site soil for subgrade and use as fill and embankment material.
- Preparation of draft and final editions of a written report presenting descriptions of our fieldwork, discussion of our findings, conclusions, and recommendations regarding design and construction of channel and associated improvements, including recommendations regarding slope stability; channel construction; subgrade preparation, excavation and fill requirements, retaining wall design, excavatability of the subsurface materials, permanent and temporary construction slopes, backfills, concrete corrosion, and earthwork specifications. Draft copies of the report will be submitted for review and comment. Final copies of the report will be provided with comments addressed.

17.0 Utility Pothole Investigation - Based on design alignment, Consultant will identify locations where utility potholing will be required and provide, through a subsurface utility engineering (SUE) company, the physical location of existing utilities by potholing from the surface. The SUE scope of services includes:

- Ensure the mark out of existing utilities has been conducted by Underground Service Alert.
- Complete up to four (4) test holes via vacuum excavation methods at locations mutually agreed upon between the Consultant and District staff.
- Coordinate with project surveyor as required for collection of designed test hole points and data.
- Prepare and provide a test hole data report for each test hole location. Test hole data and location will be referenced to existing surface/conditions. Utility photos will be provided where attainable.

D. Environmental Services

18.0 Section 8 Facility Specific Environmental Assessment – Section 8 of the Supplemental Final Environmental Impact Statement (SEIS) for the CCRFCD Master Plan specifies procedures to evaluate new CCRFCD facilities. These project-specific procedures include NEPA-based decision processes to assess the potential site-specific impacts associated with a particular facility. This document needs to be approved by CCRFCD to comply with NEPA and prior to start of construction. Generally, activities not proposing fill within wetlands and on previously disturbed lands may proceed in advance of CCRFCD approval. Pre-permit activities commonly include survey, geotechnical testing, and potholing.

Project Initiation Meeting

Consultant along with the Consultant's Environmental subconsultant will meet with LVVWD staff to review current status, obtain prepared reports, discuss known and documented issues in order to collect existing information for analysis. Information obtained from LVVWD will be incorporated in the Section 8 Report.

Preliminary Draft Facility-Specific Environmental Assessment (Section 8 Report)

A concise document summarizing environmental impacts will be prepared following the process detailed in the CCRFCD's SEIS. The report will:

- Describe the purpose and need for the project
- Describe the Proposed Action and alternatives
- Provide a project description
- Provide a discussion of the affected environment
- Describe environmental consequences of the Proposed Action
- Propose mitigation measures for identified impacts, as appropriate

Consultant's subconsultant will evaluate baseline conditions and determine the site-specific environmental impacts and be tiered from the SEIS. Initial evaluation will identify potential impacts through the process described in SEIS Section 8. Resources potentially impacted by construction of the proposed facility will be analyzed using the procedures in Section 8. It is anticipated that most resources can be analyzed by referencing the charts and maps in the SEIS, thus minimizing the need for field survey to a reconnaissance level. These include:

- Geology and Soils
- Terrestrial and Aquatic Biology
- Groundwater Hydrology
- Air Quality and Traffic
- Visual Resources
- Hazardous Materials

- Socioeconomics
- Environmental Justice
- Surface Water

Within undeveloped portions of the project area, more detailed field investigation for some resources may be necessary. These include:

- Biological Resources – The desert tortoise (*Gopherus agassizii*) is federally protected and known to inhabit the project vicinity. Other sensitive wildlife species potentially occurring in the project area include Burrowing Owls (*Athene cunicularia*) and other perching or ground-nesting birds, protected under the Migratory Bird Treaty Act. Undisturbed portions of the project area would be evaluated using the current (2010) US Fish and Wildlife Service (USFWS) survey protocols. The guidance protocol provides recommendations for survey methodology to determine presence/absence and abundance of desert tortoises for projects within the range of the species and a standard method for reporting survey results. The Corps has not required separate endangered species consultation with USFWS on previous similar project so does not appear warranted and was therefore not included. No sensitive botanical species (other than cacti and yucca) were identified as potentially occurring in a preliminary literature search, therefore the need to conduct spring plant surveys is similarly not warranted nor included.
- Cultural resources – A professional archaeologist will lead a literature search at the Harry Reid Center for Environmental Studies regional repository for records of this kind and a field reconnaissance for the occurrence of cultural resources would be conducted on undisturbed portions of the project area.

Final Facility-Specific Environmental Assessment (Section 8 Report)

Written review comments on the Draft EA will be addressed and incorporated in the final document. It is assumed comments will be editorial in nature and not require substantive revision or additional field investigations.

- 19.0 U.S. Army Corps of Engineers 404 & State of NV 401 Permit Applications** - Section 404 of the Clean Water Act regulates the placement of dredged or fill material into all waters of the U.S. and adjacent wetlands. Under that Act, the Corps may issue a permit. The type of permit is dependent on the acreage of jurisdictional waters present. It is likely that the Corps will approve this under Regional General Permit #7 (RGP7).

Task A: Field Surveys, Data Analysis, and Report Preparation

Following review and compilation of the information supplied by Client, Consultant will complete, as regulated by the Corps, a jurisdictional waters delineation to identify the amount (acres) and location of jurisdictional waters in the project area.

Consultant's subconsultant will evaluate the property to ascertain whether there are drainages that ultimately connect with downstream navigable waters (Las Vegas Wash and Lake Mead). The presence of jurisdictional waters will be determined by the measuring the Ordinary High Water Mark (OHWM) within existing drainages, channels, and washes. Under Section 404 of the Clean Water Act, the OHWM defines the jurisdictional limits of a stream. The vegetation types on the project site will be recorded.

The determination will include a field evaluation to record information on the site, such as vegetation descriptions, extent of existing disturbances, and presence of wildlife. Consultant's subconsultant will document conditions using digital photography. The results of the survey will be used to prepare the Jurisdictional Delineation report.

Task B: Data Analysis and Report Preparation

Following the field survey, Consultant's subconsultant will incorporate the information on wetlands and potential jurisdictional waters into a Geographic Information System (GIS) database to calculate total

acreages and linear feet and create figures for the report. The draft report will describe the Proposed Action and alternatives, field methodology, the results of the field investigation, and proposed mitigation. The report will provide a description of the potential jurisdictional waters and wetlands identified and the types of vegetation present, and a qualitative description of the habitat quality. Photographs of the site will be included in the report as an appendix.

A copy of the draft Jurisdictional Determination report will be submitted to Client for review. After receiving written comments, Consultant's subconsultant will make any necessary revisions and submit the report to the Corps. It is assumed comments will be editorial and not require additional out-of-scope fieldwork or analyses. Information on existing Springs Preserve management and restoration activities provided by LVVWD will be incorporated to avoid potential misunderstanding.

Task C: Field Verification & Preconstruction Notification

The Corps will likely schedule a field visit to verify the findings of the report. Up to two Consultant's subconsultant staff will accompany them to answer questions. The Corps typically prepares a letter. It appears the project will be eligible for approval under Regional General Permit #7 and Consultant's subconsultant will prepare and submit the permit application to the Corps following completion of the field surveys and determination report.

The application packet will include the Jurisdictional Determination report, a permit application or Preconstruction Notification, proposed mitigation (if warranted), and cross-section and plan views of the proposed project. It is assumed that mitigation to offset impacts to wetlands, if required, would be made using wetlands credits owned by the CCRFCD. A separate scope and budget would be prepared if identification of mitigation opportunities and development of a site-specific mitigation plan were required.

Consultant's subconsultant will meet with the Client and the applicant to review the application package and discuss modifications to the application package, if requested. Based on the results of this meeting, Consultant's subconsultant will finalize and submit the permit package to the Corps. Please note the Corps retains responsibility for sending a copy of the permit package to each of the following agencies:

- Environmental Protection Agency
- State Historic Preservation Office
- Nevada Division of Environmental Protection
- United States Fish and Wildlife Service
- Nevada Department of Wildlife

Task D: State of Nevada 401 Rolling Stock Permit & Water Quality Cert/Waiver

Consultant's subconsultant will prepare an application and letter requesting these two associated state-required permits and coordinate with the agency by providing information supporting the request. It is anticipated this effort will not require meetings in Carson City or locally, but will be accomplished via email, post, telephone, and/or virtual meetings.

E. Structural Engineering Services

20.0 Structural Design – Consultant will provide structural design drawings and details of proposed hydraulic structures along with supporting computations in coordination with the civil design plans. Anticipated structural design elements include modifications to existing concrete energy dissipator, design of varying width concrete lined rectangular channel and transitions, concrete spillway modifications, and channel access ramp. Post-design structural services relevant to bid support, shop drawing review, and RFI's are included in the Post-Design services task.

F. Preliminary Engineering Services

21.0 Preliminary Drainage Report – Consultant shall provide a Preliminary Drainage Report to be included with the

60% Design level submittal. Consultant will research relevant existing and readily available drainage studies and plans, perform hydrologic modeling to determine design flows and proposed impacts to the detention basin, perform hydraulic modeling for design of proposed drainage facilities, prepare supporting exhibits, complete standard submittal forms and checklists, and prepare a report discussing the analyses, conclusions and recommendations. The report will provide a comparison of computed design flows with those determined by the CCRFCD MPU. Computations will be performed in accordance with the CCRFCD Manual and local entity criteria. Consultant will utilize a similar design/assessment approach detailed in the December 2017 Springs Preserve Cienega Improvements Technical Memorandum prepared by Westwood Professional Services (WPS); however, updated hydrologic and hydraulic technical computations and design assessments will be performed due to an increase in design flows impacting the detention basin from those utilized in the WPS memorandum from the 2013 CCRFCD MPU as reported in the most recent 2018 CCRFCD MPU.

- 22.0 60% Civil Design Plans** – Consultant shall prepare 60% design level drawings depicting the proposed improvements in conformance with EDS Volumes 1&2. Drawings shall include plan and profile sheets in 1" = 40' scale and applicable detail sheets.
- 23.0 60% Specifications** – Utilizing the most current District Master CSI Specifications and in conformance with the current version of EDS Volume 3, the Consultant shall review and edit the specifications and/or provide special provisions as required for the subject project and provide 60% design level project specific specifications.
- 24.0 60% Design Submittal** - Consultant shall prepare and submit a 60% design package for review by the District and stakeholder agencies/entities. The submittal shall include all hard and electronic copies of the required documents as indicated by the District provided scope of work. The 60% design submittal package shall include the following deliverables:

Deliverables:

- Twelve (12) 24"x36" drawings sets on bond, including digital files (AutoCAD and PDF format) for LVVWD, CLV and CCRFCD. One additional set of drawings on 11"x17" will be provided to CCRFCD. Drawings will be inclusive of title sheet, note sheet, site plan, civil/structural plan, profiles and details, and horizontal control plan.
- Five (5) loose bound hard copies of the specifications, including digital files (MS Word and PDF format)
- Five (5) hard copy sets and PDF of the draft soils investigation (geotechnical) report
- Three (3) loose bound hard copies of engineering calculations
- Three (3) hard copies and PDF of the Preliminary Drainage Report
- Three (3) hard copies and PDF of the Preliminary Draft Section 8 Facility Specific Environmental Assessment
- Three (3) hard copies and PDF of the Preliminary Record of Survey and Survey Report
- Two (2) hard copies and PDF of the preliminary construction cost estimate summarized by bid item and supported by an itemized breakdown of all component costs
- Two (2) hard copies and PDF of the project schedule with recommended revisions
- A summarized list of outside agency review and permit names and addresses
- A PDF of project correspondence to date
- A list of problems, questions, and/or actions needed to be addressed by the District

- 25.0 Response to 60% Agency/Entity Review Comments** – Consultant shall prepare a comment matrix summarizing comments received by CLV and CCRFCD and provide responses. Consultant shall provide responses to LVVWD comments provided in the form of a Bluebeam Studio Session. Resolution to comments will be incorporated into the 100% Design submittal plans and studies accordingly.

G. Final Engineering Services

- 26.0 Final Drainage Report** – Consultant shall prepare a Final Drainage Report incorporating updated computations, exhibits, reporting, etc. based on design changes that may have occurred and/or feedback

received from agencies/entities on the 60% Design review.

- 27.0 100% Civil Design Plans** – Consultant shall prepare 100% design level drawings depicting the proposed improvements in conformance with EDS Volumes 1&2. Drawings shall include plan and profile sheets in 1" = 40' scale and applicable detail sheets and will incorporate advancements to the design based on design changes that may have occurred and/or feedback received from agencies/entities on the 60% Design review.
- 28.0 100% Specifications** – Utilizing the most current District Master CSI Specifications and in conformance with the current version of EDS Volume 3, the Consultant shall review and edit the specifications and/or provide special provisions as required for the subject project and provide 100% design level project specific specifications.
- 29.0 100% Design Submittal** - Consultant shall prepare and submit a 100% design package for review by the District and stakeholder agencies/entities. The submittal shall include all hard and electronic copies of the required documents as indicated by the District provided scope of work. The 100% design submittal package shall include the following deliverables:

Deliverables:

- Twelve (12) 24"x36" drawings sets on bond, including digital files (AutoCAD and PDF format) for LVVWD, CLV and CCRFCD. One additional set of drawings on 11"x17" will be provided to CCRFCD. Drawings will be inclusive of title sheet, note sheet, site plan, civil/structural plan, profiles and details, and horizontal control plan.
- Five (5) loose bound hard copies of the specifications, including digital files (MS Word and PDF format)
- Five (5) hard copy sets and PDF of the final soils investigation (geotechnical) report
- Three (3) loose bound hard copies of engineering calculations
- Four (4) hard copies and PDF of the Final Drainage Report
- Three (3) hard copies and PDF of the Preliminary Draft Section 8 Facility Specific Environmental Assessment
- Final Survey Report and right-of-way documentation with all required easements
- Four (4) hard copies and PDF of the final construction cost estimate summarized by bid item and supported by an itemized breakdown of all component costs
- Responses to the District's, CLV and CCRFCD 60% design review comments in both paper and electronic format
- A PDF of project correspondence since the last briefing session

- 30.0 Response to 100% Agency/Entity Review Comments** - Consultant shall prepare a comment matrix summarizing comments received by the District, CLV and CCRFCD and provide responses. Resolution to comments will be incorporated into the 100% Design submittal plans and studies accordingly.
- 31.0 Final Design Submittal** - Consultant shall prepare and submit a final design package consisting of one (1) engineer-sealed full-size bond original set of drawings and one (1) engineer-sealed unbound hard copy of the specifications including permits for review and signature by District staff. Mark-up of the 100% design drawings, final drainage study, specifications and calculations shall be submitted as part of the submittal package as well as the electronic copies of final drawings, specifications, reports, cost estimates, and calculations. The final submittal will be provided with digitally signed PDF's and bound CAD files of each design sheet that match bond and PDF versions. The submittal will be corrected and completed in accordance with the 100% submittal review and briefing. The final submittal will consist of responses to the District's, CLV and CCRFCD 100% design review comments in both paper and electronic format.

H. Post-Design Services

- 32.0 Bid Support** – The project is to be a publicly bid construction contract with the District providing construction management. The Consultant shall provide the following:

- Attend a pre-bid meeting at a date, time and place to be designated by District
- Respond to bidder questions during the bidding process
- Prepare a draft addendum to the contract documents for review and approval by District as necessary. District staff to finalize and forward addendum to all parties on the plan holders list.

33.0 Conformed Drawings – Consultant shall provide a conformed set of contract documents to be submitted after bid opening and before the project is awarded per EDS Volume 2. The conformed set will include any modifications as an outcome of addenda, bid questions, and requests for clarifications.

34.0 Construction Support - The Consultant shall provide the following services during the construction phase of the project:

- Participate in a pre-construction conference at a date, time and place designated by District
- Attend and participate in weekly construction progress meetings
- Provide review, mark-up revision, file transfer and formal correspondence with District staff and Contractor for construction shop drawings and submittals. Consultant shall review up to thirty (30) shop drawings and submittals. It is assumed that no more than 25 percent of these shop drawings and submittals will require a resubmittal review
- Provide review, response and formal correspondence with District staff and Contractor for up to twenty (20) requests for information (RFIs). It is assumed that no more than 25 percent of these RFIs will require additional review and response
- Participate in ad-hoc, face-to-face, virtual meetings, and telephone meetings with District staff and Contractor
- Project site visits as necessary with District staff and Contractor
- Participate with District staff in a final inspection of the work and furnish District a written recommendation regarding the acceptability of the completed construction work

I. Supplemental Services

35.0 Supplemental Services - Included herein is a budget to cover additional services which may arise during the project design phase that may not have been completely defined by the project scope of services, come to light during design, or are additional tasks requested by District staff. All submittal, permit, and application fees will be paid by others.

Thank you for the opportunity to perform the engineering services for you on this project.

Fee Summary

Westwood Professional Services, Inc.				
Basic Services				
Task No.		Task Title	Fee Basis	Fee
A	WR	General Services	Lump Sum	\$ 82,249
B	LS	Survey Services	Lump Sum	\$ 24,773
C	GM	Geotechnical Services	Lump Sum	\$ 25,456
D	EN	Environmental Services	Lump Sum	\$ 42,955
E	SE	Structural Engineering Services	Lump Sum	\$ 23,256
F	WR	Preliminary Engineering Services	Lump Sum	\$ 105,182
G	WR	Final Engineering Services	Lump Sum	\$ 86,028
H	WR	Post-Design Services	T&M	\$ 44,761
Basic Services Subtotal:				\$ 434,660

		Supplemental Services		
I	WR	Supplemental Services	T&M	\$ 43,466
		Supplemental Services Subtotal:		\$ 43,466
		Grand Total:		\$ 478,126

4891-1528-6545, v. 1

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

May 3, 2022

Subject:

Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors award a contract to construct the Cougar 3090 Zone Reservoir to MMC, Inc., in the amount of \$29,591,757, authorize a change order contingency amount not to exceed \$1,000,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:

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

Background:

Contract No. C1550, Cougar 3090 Zone Reservoir (Contract) is for the construction of two, five-million gallon buried concrete reservoirs with appurtenant piping, fencing, walls and a disinfection and control building, located as generally shown on Attachment A.

Sealed bids were received and publicly opened on March 1, 2022. A tabulation of the bids received is listed below:

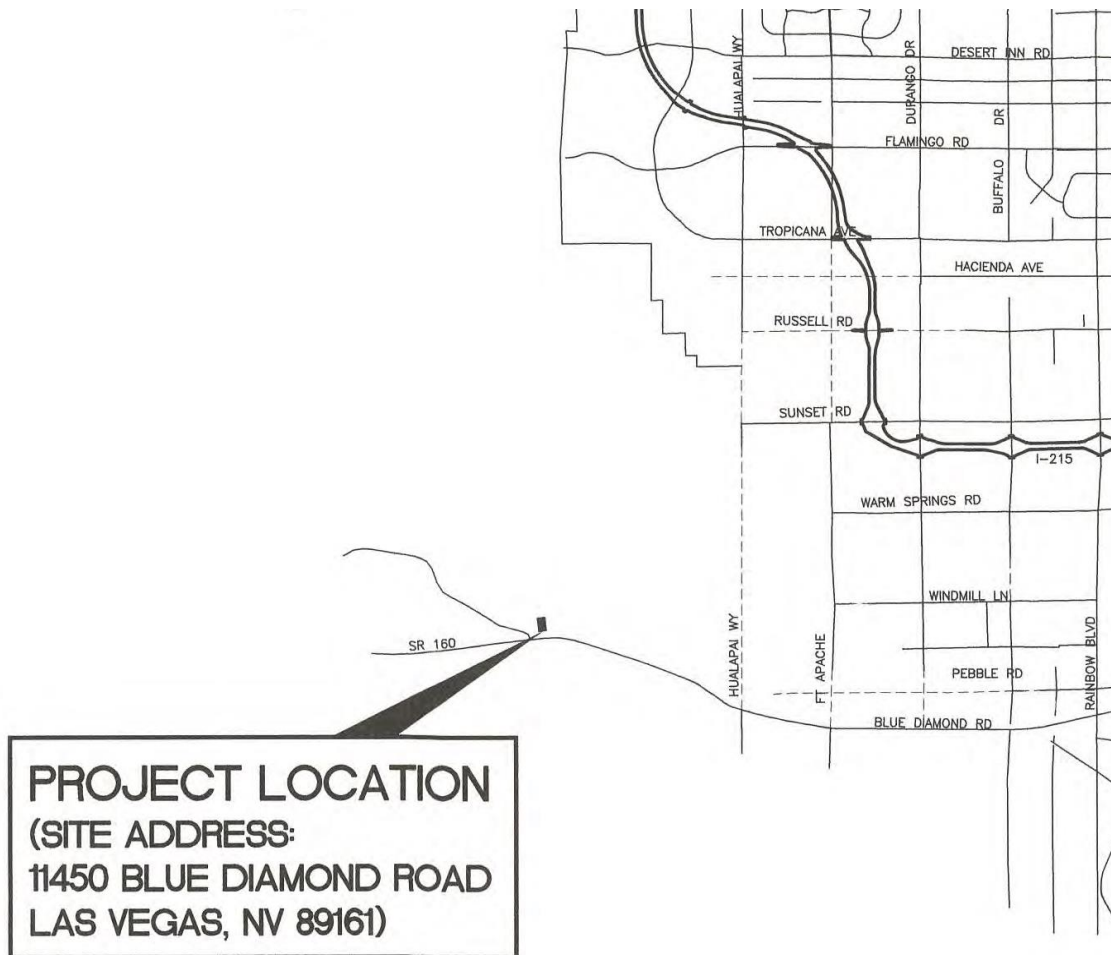
MMC, Inc.	\$29,591,757
Sletten Construction of Nevada, Inc.	\$32,485,999

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

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

**LVVWD BOARD OF DIRECTORS
AGENDA ITEM**

**CONTRACT NO. C1550
COUGAR 3090 ZONE RESERVOIR**





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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	70
Corporate/Business Entity Name:	MMC, Inc.
Doing Business As:	
Street Address:	6600 Amelia Earhart Ct. Suite B
City, State, and Zip Code	Las Vegas, Nevada 89119
Website:	www.nclasvegas.com/MMC
Contact Name:	Mark Urban
Contact Email:	murban@nclasvegas.com
Telephone No:	702-642-3332
Fax No:	702-642-9876

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Greg J. Paulk	President	74
Brady W. Stevens	Secretary / Treasurer	11.5
Profit Sharing	Profit Sharing	14.5

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Mark Urban
Signer Title:	Vice President
Signer Email:	murban@nclasvegas.com
Signed Date:	2022-03-02

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

shannon ono

Signature

shannon ono / construction manager

Print Name/Title

03/17/2022

Date

AGREEMENT

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

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

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: COUGAR 3090 ZONE RESERVOIR

Contract No: C1550

Public Works Project Identifying Number: CL-2022-149

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

- i. Bidder Statement of Authority to Submit Bid Form and accompanying Documents, including without limitation, Affidavit Pertaining to Preference Eligibility
 - j. Bid Form
 - k. Bonds
 - l. Instructions to Bidders
 - m. Invitation to Bid and Legal Notice
 - n. Notice of Award
 - o. Final Notice to Proceed
6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this _____ day of _____, 20____.

[CONTRACTOR'S NAME]

By: _____
Signatory Empowered to Bind Contractor

Type or Print Name

Official Title

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

LAS VEGAS VALLEY WATER DISTRICT

By: _____
John J. Entsminger
General Manager

Approved as to Form:

Attorney for Las Vegas Valley Water District

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

May 3, 2022

Subject:

Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors award a contract to construct the Cougar 3090 Zone Reservoir Inlet/Outlet Pipeline to TAB Contractors, Inc., for the amount of \$9,382,905, authorize a change order contingency amount not to exceed \$900,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:

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

Background:

Contract No. C1551, Cougar 3090 Zone Reservoir Inlet/Outlet Pipeline (Contract) is to install approximately 10,160 linear feet of 42-inch diameter pipe, fiber optic conduit and appurtenances to connect the Cougar 3090 Zone Reservoir (C1550) and the existing Hualapai 3090 Zone South Pipeline (C1197), located as generally shown on Attachment A.

Sealed bids were received and publicly opened on April 5, 2022. A tabulation of the bids received is listed below:

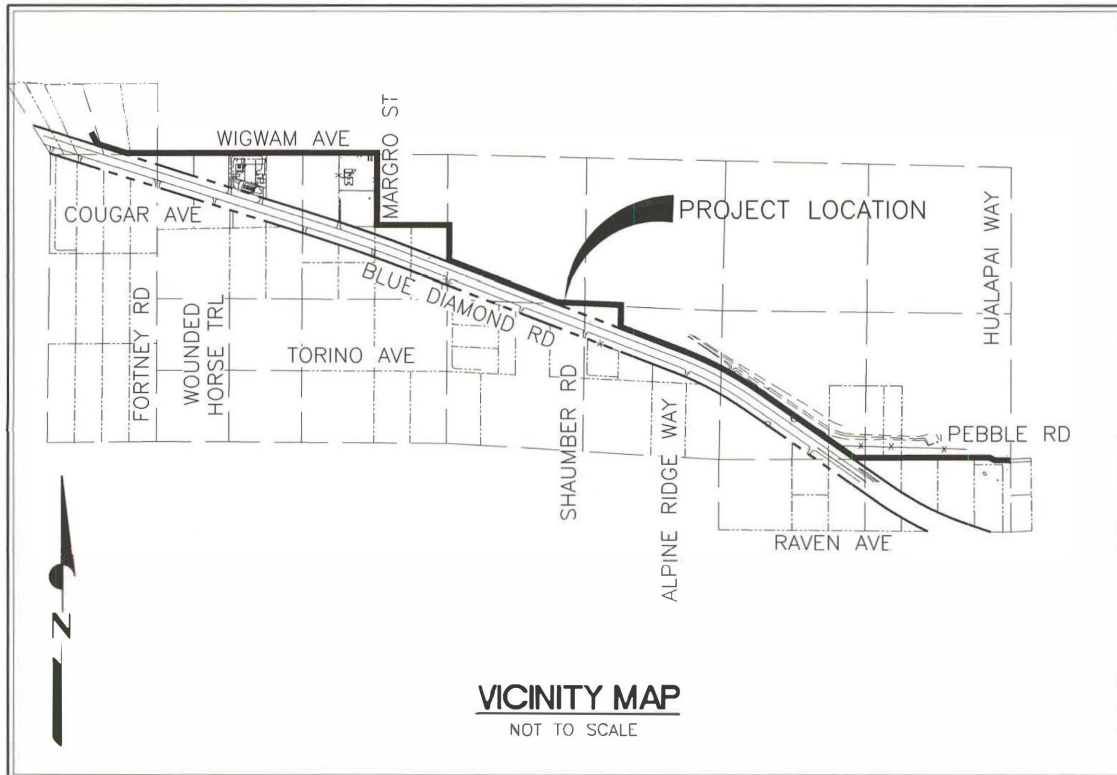
TAB Contractors, Inc.	\$9,382,905
Contri Construction Company	\$9,831,254
Lone Mountain Excavation and Utilities LLC	\$11,724,115
Las Vegas Paving Corporation	\$11,769,000
Harber Company, Inc. Db a Mountain Cascade of Nevada	\$11,965,000

The TAB Contractors, Inc. (TAB), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for TAB to accept and agree to all Contract terms. TAB 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.

**LVVWD BOARD OF DIRECTORS
AGENDA ITEM**

**CONTRACT NO. C1551
COUGAR 3090 ZONE RESERVOIR INLET/OUTLET PIPELINE**





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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	170
Corporate/Business Entity Name:	TAB Contractors, Inc.
Doing Business As:	
Street Address:	6600 Amelia Earhart Ct. Suite B
City, State, and Zip Code	Las Vegas, Nevada 89119
Website:	www.nclasvegas.com/TAB
Contact Name:	Tory Rambur
Contact Email:	trambur@nclasvegas.com
Telephone No:	702-642-3033
Fax No:	702-642-9876

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Greg J. Paulk	President	74
Brady W. Stevens	Secretary/ Treasurer	11.5
Employee Profit Sharing	Profit Sharing	14.5

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Mark Urban
Signer Title:	Vice President
Signer Email:	murban@nclasvegas.com
Signed Date:	2022-04-07

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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



Signature

shannon ono / construction manager

Print Name/Title

04/07/2020

Date

AGREEMENT

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

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

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: COUGAR 3090 ZONE RESERVOIR INLET/OUTLET PIPELINE

Contract No: C1551

Public Works Project Identifying Number: CL-2022-267

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

- I. Instructions to Bidders
- m. Invitation to Bid and Legal Notice
- n. Notice of Award
- o. Final Notice to Proceed

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

IN WITNESS WHEREOF: The Contractor has executed this agreement as of the date shown below.

[CONTRACTOR'S NAME]

By: _____
Signatory Empowered to Bind Contractor

Type or Print Name

Official Title

THIS AGREEMENT shall be in full force and effect as of the date when it was duly signed by the proper officer of the Las Vegas Valley Water District as shown below.

LAS VEGAS VALLEY WATER DISTRICT

By: _____
John J. Entsminger
General Manager

Approved as to Form:

Attorney for Las Vegas Valley Water District

END OF DOCUMENT

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

May 3, 2022

Subject:

Joinder Agreement

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors approve and authorize the General Manager or his designee to sign the Joinder Agreement between SHI International Corp. and the District for utilization of the National Association of the State Purchasing Officers' ValuePoint Software Contract with Microsoft Corporation for volume licensing of software products, cloud services and support in an amount not to exceed \$6,283,300 for the period from August 1, 2022, through July 31, 2025, and authorize the General Manager or his designee to sign associated ministerial agreements necessary to effectuate the Joinder Agreement.

Fiscal Impact:

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

Background:

Ongoing business necessitates increases to storage capacity and additional cloud resources. In addition, as the District moves toward more automation and intelligent reporting, additional services in the cloud are needed. Microsoft Corporation (Microsoft) provides products that must be purchased through a reseller. SHI International Corp. (SHI) is a strategic partner reseller for the Microsoft products included in this request.

The attached Joinder Agreement (Joinder) provides the terms and conditions that allow the District to take advantage of the National Association of State Purchasing Officers' (NASPO) ValuePoint Software Contract Number ADSP016-130651 to purchase Microsoft products from SHI for a contract term of three years. The terms and conditions that currently govern the Microsoft ordering documents are contained within the NASPO agreement. The NASPO agreement is used by most government entities in Southern Nevada due to its favorable pricing.

Microsoft requires entities that utilize its products through resellers to execute Microsoft agreements for volume licensing of Microsoft software products, cloud services and support. The Microsoft Enterprise Enrollment Agreement (Enrollment Agreement) allows the District to access the entire Microsoft environment, including desktop operating system software and Office Suite applications. Project management, databases, data center virtual servers, and the Windows server operating system are also provided under the Enrollment Agreement.

If approved, the total cost for this three-year Joinder is estimated not to exceed \$6,283,300 for the term. The estimated costs, which cover M365 subscription, software license maintenance, and Azure Cloud usage fees, are \$1,833,300 for year one; \$2,100,000 for year two; and \$2,350,000 for year three. The annual subscription, usage and maintenance fees may change dependent upon the actual number of employees using the products but are expected to remain within the estimated amount of this request.

This agreement is being entered into pursuant to NRS 332.115(1)(h), NRS 332.195 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:DLJ:KSW:GBH:JHH:CH:pw
Attachments: Disclosure, Agreement

AGENDA
ITEM #

9



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

LVVWD/SNWA/SSEA

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	["MBE - Minority Business Enterprise: An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.", "WBE - Women-Owned Business Enterprise: An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women."]
Number of Clark County Residents Employed:	0
Corporate/Business Entity Name:	SHI INTERNATIONAL CORP
Doing Business As:	
Street Address:	290 DAVIDSON AVENUE
City, State, and Zip Code	SOMERSET, NJ 08873
Website:	WWW.SHI.COM
Contact Name:	JONATHAN KOFFLER
Contact Email:	Jonathan_Koffler@SHI.com
Telephone No:	8887648888
Fax No:	

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	No
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Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
THAI LEE	CEO	60
KOGUAN LEO	CHAIRMAN	40

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Joanna York
Signer Title:	Lead Contracts Specialist
Signer Email:	Jonathan_Koffler@SHI.com
Signed Date:	2022-03-14

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

Corinna Hale
Signature

Corinna Hale / Sr. Purchasing Analyst
Print Name/Title

3/15/2022
Date

JOINDER AGREEMENT

THIS JOINDER AGREEMENT ("Joinder Agreement"), made and entered into, by and between the Las Vegas Valley Water District ("Owner") and SHI International Corp ("Provider").

The Parties do mutually agree as follows:

1. The products and services to be purchased through this Joinder Agreement are listed in Provider's Pricing Proposals as identified by their Quotation numbers, including numbers 21715012, 21715015, 21715017, 21715018, and 21715019, attached hereto as Exhibit A. Pursuant to NRS 332.195, Owner intends to use an agreement awarded to Provider by Omnia Partners (the "Master Agreement"), attached hereto as Exhibit B, and, except where otherwise indicated by the Contract Documents (as defined in Section 6 of this Joinder Agreement), the terms of the Master Agreement shall govern the terms of the purchase. Capitalized terms not otherwise defined herein shall have the meanings as set forth in the Master Agreement.
2. Owner agrees to purchase and Provider agrees to resell the specified Products, supplies, Services, and 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 Master Agreement.
3. 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.
4. As consideration for reselling all Products, supplies, Services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
5. The following sections of the Master Agreement and its Exhibits shall be changed as follows in reference to this Joinder Agreement only:
 - 5.1 Any reference to the "City of Mesa," Mesa, or City shall be read as referring to the Owner. Any reference to the Parties shall be read as referring to the Owner and Provider.
 - 5.2 Replace Section 7.8.1 with the following language:

"Worker's compensation insurance in accordance with the provisions of Nevada law. And, If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Nevada Law."
 - 5.3 Create a new Section 7.8.4 and include the following language:

"Cyber and Technology Liability Insurance: Contractor shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate."
 - 5.4 Replace Section 5. **Payment.** with the following language:

"Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in the pricing proposals/quotes attached to the Joinder Agreement as Exhibit A ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term."
 - 5.5 Replace Section 9. **Notices.** with the following language:

"**Notices.** All notices to be given pursuant to the Joinder Agreement will be delivered to the parties at the following addresses:

JOINDER AGREEMENT

To Owner:
Las Vegas Valley Water District
Attn: Purchasing Manager
1001 S. Valley View Blvd.
Las Vegas, NV 89153

To Provider:
SHI International Corp.
Attn: Contracts Department
290 Davidson Ave.
Somerset, NJ 08873

Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Master Agreement as Exhibit C.”

5.6 Within Section 12 of Exhibit C, replace the reference to “Arizona’s public records laws (A.R.S. sec. 39-121 et. Seq.)” with “Nevada’s Public Records Act as described in Chapter 239 of the Nevada Revised Statutes.”

5.7 Delete all language within Section 20 of Exhibit C of the Master Agreement.

5.8 Within Section 41 of Exhibit C of the Master Agreement, replace the reference to “State of Arizona” with “State of Nevada” and “Maricopa County, Arizona” with “Clark County, Nevada”.

5.9 Delete all language within Section 46 of Exhibit C of the Master Agreement.

5.10 Delete the document entitled “Council Minutes” in its entirety.

6. The Contract Documents comprise the entire agreement between Owner and Provider for the performance of Work consist of the following:

Amendments
Joinder Agreement and Exhibits
Master Agreement
Quotes/Proposals #21715012, 21715015, 21715017, 21715018, 21715019

In the event of any inconsistency between the terms of the Contract Documents, the language of the documents will control in the above order.

IN WITNESS WHEREOF, Provider has caused this agreement to be executed this ____ day of _____, 2022.

SHI INTERNATIONAL CORP.

By: _____

Name: _____

Title: _____

LAS VEGAS VALLEY WATER DISTRICT

By: _____

Name: John Entsminger

Title: General Manager

Approved as to form:

By: _____

Brent Gunson, Senior Attorney