



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

REGULAR MEETING
9:00 A.M. – OCTOBER 4, 2022

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

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

John J. Entsminger,
General Manager

Date Posted: September 27, 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

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

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

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA

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

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

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on items listed on the agenda. If you wish to speak to the Board about items within its jurisdiction, but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less. Public comment can also be provided in advance of the meeting and submitted to publiccomment@lvwd.com. Public comment received through October 3, 2022, will be included in the meeting's minutes.

ITEM NO.

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of September 6, 2022.

CONSENT AGENDA Items 2 - 6 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 3 to the contract with Sletten Construction of Nevada, Inc., to construct the 4125 North Zone Reservoir for a Contract time extension of the substantial and final completion dates by 231 calendar days.
3. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 3 to the contract with Tand, Inc., for the installation of pipelines and appurtenances in Atlantic Street, Bourbon Way, and Torrey Pines Drive in an amount not to exceed \$251,249, and a time extension of the final completion date by 182 calendar days.
4. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between 95 Storage LLC and the District for developer participation in the cost of future infrastructure and authorize the District to receive from 95 Storage LLC an amount not to exceed \$100,000 for future pressure regulating valve construction.
5. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Telstar Instruments dba SAE Systems and the District to provide professional services associated with ongoing control systems projects in an annual amount not to exceed \$750,000, and authorize renewals for up to six additional one-year periods.

6. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Wunderlich-Malec Engineering, Inc., and its Affiliates, and the District to provide professional services associated with ongoing control systems projects in an annual amount not to exceed \$750,000, and authorize renewals for up to six additional one-year periods.

BUSINESS AGENDA

7. *For Possible Action:* Reject the bid from Builders United LLC and award a contract for construction of a Springs Preserve event site to SHF International LLC in the amount of \$2,107,118, authorize a change order contingency amount not to exceed \$210,000, and authorize the General Manager to sign the construction agreement.
8. *For Possible Action:* Award a contract for pipeline replacements to Wadley Construction, Inc., in the amount of \$4,242,215, authorize a change order contingency amount not to exceed \$420,000, and authorize the General Manager to sign the construction agreement.
9. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Ernst & Young LLP and the District for professional services related to the implementation of conservation initiatives to improve consumption analysis and efficiencies of customer information systems supporting future rate changes and notification processes in an amount not to exceed \$4,425,730 for the period from November 1, 2022, through January 31, 2025.
10. *For Possible Action:* Conduct a public hearing to consider and adopt changes to single-family residential water rates and approve other conservation-related and ministerial Service Rule revisions.

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
SEPTEMBER 6, 2022
MINUTES**

CALL TO ORDER 9:00 a.m., Commission Chambers, Clark County Government Center,
500 South Grand Central Parkway, Las Vegas, Nevada

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

STAFF PRESENT: John Entsminger, Dave Johnson, Doa Ross, Colby Pellegrino, Kevin Bethel,
Tabitha Simmons

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

Walter Seip, Sunrise Manor, provided comment on the importance of indoor water conservation. His comments are attached to these minutes.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda and the minutes from the regular meeting of July 19, 2022. The motion was approved.

CONSENT AGENDA Items 2 – 6 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Casino Center Complete Streets Project.
3. Approve and authorize the General Manager or designee to acquire an easement, subject to the attached term sheet, which is necessary to construct, operate and maintain District water facilities for a fair market value not to exceed \$28,383.
4. Approve and authorize the General Manager, or his designee, to sign a joinder agreement between Mythics, Inc., and the District for utilization of Oracle Corporation software, products, cloud services, and support in an amount not to exceed \$3,467,335 for the period from September 2022 through September 2026.
5. Reject the bid from CG&B Enterprises, Inc., and award a contract for pipeline installation to Acme Underground, Inc., in the amount of \$3,525,355, authorize a change order contingency amount not to exceed \$350,000, and authorize the General Manager to sign the construction agreement.
6. Approve and authorize the General Manager to sign an agreement between HDR Engineering, Inc., and the District to provide professional engineering design services for miscellaneous civil, electrical, mechanical, and control systems projects in an annual amount not to exceed \$500,000, and authorize renewal for up to six additional one-year periods.

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

BUSINESS AGENDA

7. Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

John Entsminger, General Manager, gave an update on water resources in Southern Nevada. A copy of his presentation is attached to these minutes.

He reported on projected Lake Mead elevations, tier 2 shortage, and reduced allocations. He also reported on the Southern Nevada Water Authority's response to the U.S. Department of the Interior after the basin states were unable to agree upon the Bureau of Reclamation's requested reduction in diversions. Mr. Entsminger also discussed a conservation Memorandum of Understanding (MOU) with other Colorado River urban users, Nevada's own commitment to conservation, and actions the District is taking to equalize the rate tiers and charge for excessive water use.

- 8. Approve and authorize the General Manager to sign an agreement between General Networks Corporation and the District to provide professional services for enterprise software integration services in conjunction with the already funded content services platform initiative in an amount not to exceed \$7,200,000.**

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

- 9. Determine that proposed changes to the District's Service Rules on golf course water budgets are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; consider and approve the attached Business Impact Statement; and direct staff to set a public hearing for possible adoption of the proposed changes on October 4, 2022.**

Mr. Entsminger requested that item #9 be held to allow for an additional 30 days of public comment on the Business Impact Statement.

FINAL ACTION: A motion was made by Director Naft to hold item #9 for an additional 30 days to allow for additional public comment on the Business Impact Statement. The motion was approved.

- 10. Determine that proposed changes to the District's Service Rules on Ornamental Water Features are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; and consider and approve the attached Business Impact Statement.**

FINAL ACTION: A motion was made by Vice President Gibson to approve the Business Impact Statement on changes to the District's Service Rules on Ornamental Water Features. The motion was approved.

- 11. Determine that proposed changes to the District's water rates are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; consider and approve the attached Business Impact Statement; and direct staff to set a public hearing for possible adoption of the proposed charges for October 4, 2022.**

FINAL ACTION: A motion was made by Director Jones to approve the Business Impact Statement on changes to the District's water rates and set a public hearing for October 4, 2022. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Billy Mitchell, Las Vegas, asked questions about SNWA's involvement in the Metropolitan Water District of Southern California's recycled water project. President Kirkpatrick stated that she would address his question at a separate time, but not during public comment.

Henry Thorn, Las Vegas, talked about Jackson, Mississippi's clean water issues and the racial inequality in that area, and expressed similar concern for Las Vegas.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:24 a.m.

Public Comment provided by Walter Seip, received on 9/6/22 and included in the minutes as required by Nevada's Open Meeting Law

Good Morning; I'm Walter Seip [S E I P]. I live in Sunrise Manor.

Nothing today about the uselessness of face coverings or non compliance with election laws by our county registrar. Today it's Item #7.

Three University of Nevada, Reno professors posit that creative strategies and approaches will be needed to address the reduced allocations of Colorado River water.

Your Southern Nevada strategies address only outside of the home water use. I'll address the **70% of water use** which occurs indoors.

It portends an avoidance of almost **10% of Nevada's Tier 2a reduction**.

"Water Magazine" notes that 60% of that 70% is attributed to "bathroom habits."

Another informs that **30% of in-home water use** is attributed to **toilet flushes**

→ → **[place roll of toilet paper on dais]**

An old bathroom catchphrase:

If it's yellow -- let it mellow, but if it's brown -- flush it down.

→ → **[place "sample" on dais]** .

The American Water Works Association reports four non-brown in-home flushes per person per day coupled with an average of 2.2 gallons per flush.

Changing the mindset that one must flush every time one eliminates could produce an avoidance of perhaps **two of those daily mellow yellow** flushes. Clark County's avoidance would save 10½ million gallons daily or **1677 acre feet per year**.

Now, **hand washing**. A sailor told me he skipped it as the Navy taught him how to not pee on his fingers. A number of females affirm they never soil their hands when turning the toilet water yellow. They do wash them because they've been taught to do that.

Public Comment provided by Walter Seip, received on 9/6/22 and included in the minutes as required by Nevada's Open Meeting Law

County in home use for hand washing after each toilet use consumes some 30 ¼ acre feet of water per week or about 1572 per year.

In summary, skipping just two flushes per day and perhaps half of the in-home hand washings could yield an estimated avoidance of almost 2500 acre feet annually. Acre feet savings would be substantially higher when adopted by businesses and tourists.

Those Reno professors would agree that this is a creative strategy.

→ → **[Pick up cup and unscrew cap]**

Let me give a toast to what could be a sign in the valley baggage claims and possibly many other places:

**While in this land of sun and fun,
please don't flush for number one.**

[Sip] (Contains flat ginger ale!)

JFK challenged us to do something hard. Please support connecting the mighty Mississippi and the Colorado. It's less than 900 miles between say Hannibal, MO paralleling US 36 to Parachute CO?

Musk has a boring company and there are others. Having worked with the Army's Corps of Engineers, I'm sure the Corps could get the project completed – before I die.

Thank you.

Copy to minutes.

Walter Seip
walterseip@cox.net

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

October 4, 2022

Subject:
Change Order

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign Change Order No. 3 to the contract with Sletten Construction of Nevada, Inc., to construct the 4125 North Zone Reservoir for a Contract time extension of the substantial and final completion dates by 231 calendar days.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On August 3, 2021, the Board of Directors awarded Contract No. C1548, 4125 Zone North Reservoir (Contract), in the amount of \$16,693,000 for a developer-funded project that includes construction of two 2.5-million-gallon concrete reservoirs and the installation of fiber optic communications from the 4125 Zone Pumping Station to the 4125 Zone North Reservoir, located as generally shown on Attachment A. In addition, a change order contingency amount of \$1,000,000 was authorized to be used in accordance with Resolution No. 9-97.

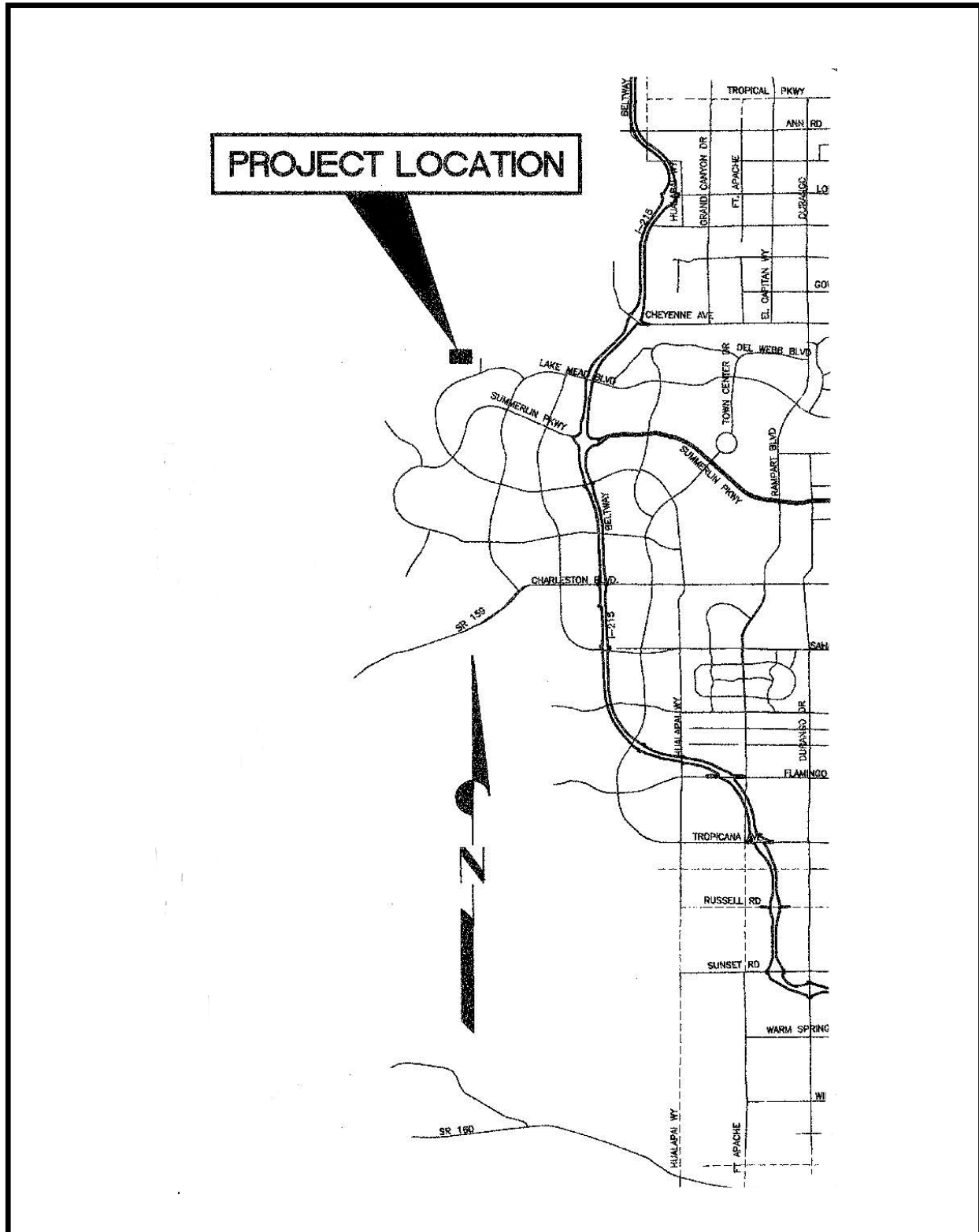
To date, two change orders have been issued in accordance with this resolution for an increase of \$30,729. Change Order No. 3 increases the Contract duration for delays with fabrication of electrical transformers, which extended material lead times, and are beyond the control of the contractor.

If approved, Change Order No. 3 will modify the Contract to provide a time extension of 231 calendar days to the substantial and final completion dates. Change Order No. 3 requires Board approval as the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

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

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. C1548
4125 ZONE NORTH 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:	225
Corporate/Business Entity Name:	Sletten Construction of Nevada, Inc.
Doing Business As:	
Street Address:	600 S. Las Vegas Blvd
City, State, and Zip Code	Las Vegas , Nevada 89101
Website:	
Contact Name:	Paul Robinson
Contact Email:	probinson@sletteninc.com
Telephone No:	702-739-8770
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>
100% Employee Owned with no one employee owning 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?	
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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:	Paul Robinson
Signer Title:	Vice President
Signer Email:	probinson@sletteninc.com
Signed Date:	2022-09-09

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.

SHANNON ONO
Signature

shannon ono / construction manager
Print Name/Title

09/12/2022
Date



LAS VEGAS VALLEY WATER DISTRICT™

Commitment Number: C1548, Construction - Large -Sletten Construction of Nevada, Inc.-C1548
Construction Project Commitment Change Order:#3

Contractor

Contractor: Sletten Construction of Nevada, Inc.
Company Address: 600 S. Las Vegas Blvd. Suite 700
Las Vegas, NV 89101

PCO Item Details

PCO No	Change Description	Change Amount
CPCO - 6	Modify the contract documents to increase the contract duration by 231-days due to delays with fabrication and material lead time. The substantial completion and final completion dates are extended to February 17, 2023 and April 18, 2023, respectively, by this change order.	0.00

Total Change Amount	\$ 0.00
Total Contract Duration Change (Days)	231

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

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. C1548 remain unchanged.

ACCEPTANCE BY CONTRACTOR**By:****Date:****AUTHORIZED BY OWNER:****Date:** _____**Doa Ross, Deputy General Manager – Engineering****By:** _____**Attachments:****Prepared By:** Parks, Stevie

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

October 4, 2022

Subject:

Change Order

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign Change Order No. 3 to the contract with Tand, Inc., for the installation of pipelines and appurtenances in Atlantic Street, Bourbon Way, and Torrey Pines Drive in an amount not to exceed \$251,249, and a time extension of the final completion date by 182 calendar days.

Fiscal Impact:

The requested \$251,249 is available in the District's Capital Budget.

Background:

On January 4, 2021, the Board of Directors awarded Contract No. C1511, Miscellaneous Pipeline Replacements, Phase I (Contract), to Tand, Inc. (Tand), in the amount of \$2,646,500 for replacement of 6-inch and 10-inch pipe with 8-inch and 10-inch pipe, installation of appurtenances for existing services and installation of new backflow prevention and fire hydrant assemblies, located as generally shown on Attachment A. The Board further authorized a change order contingency amount of \$260,000 to be used in accordance with Resolution No. 9-97.

To date, two change orders have been issued in accordance with Resolution No. 9-97 for a total Contract increase of \$57,796 and an aggregate time extension of 150 calendar days. Change Order No. 3 addresses additional paving needs on Atlantic Street and Torrey Pines Drive and performing slurry seal on Bourbon Street as required by the City of Las Vegas.

If approved, Change Order No. 3 will modify the Contract to increase the Contract price by \$251,249 and provide a time extension of 182 calendar days. With this change, the total Contract amount is \$2,955,545, with a time extension of 332 calendar days. Change Order No. 3 requires Board approval as the recommended funding increase and the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

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

CONTRACT NO. C1511
MISCELLANEOUS PIPELINE REPLACEMENTS, PHASE I





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:	41
Corporate/Business Entity Name:	Tand, Inc.
Doing Business As:	N/A
Street Address:	4500 Vandenberg Drive
City, State, and Zip Code	North Las Vegas, Nevada 89081
Website:	N/A
Contact Name:	Tracy S. Hoherz
Contact Email:	Tand@TandInc.com
Telephone No:	702-889-4676
Fax No:	702-889-8876

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 relating that information should be included in lieu of listing the parties)*

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

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

No Ownership More than Five Percent (5%) Statement: <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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Tracy S. Hoherz	President	90
Daniel J. Meyer	General Superintendent	10

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:	Tracy S. Hoherz
Signer Title:	President
Signer Email:	Tand@TandInc.com
Signed Date:	2021-11-02

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 DNO

Signature

SHANNON DNO CONSULTANT
MANAGER

Print Name/Title

11/03/2021

Date



LAS VEGAS VALLEY WATER DISTRICT™

Commitment Number: C1511, Miscellaneous Pipeline Replacements, Phase I
Construction Project Commitment Change Order:#3

Contractor

Contractor: Tand, Inc.
Company Address: 4500 Vandenberg Drive
North Las Vegas, NV 89081

CPCO Item Details

CPCO No	Change Description	Change Amount
CPCO - 10	Furnish all labor, materials, equipment and services required for the additional asphalt replacement, slurry seal and UTACS on Atlantic Street, Bourbon way and Torrey Pines respectively per the City of Las Vegas requirements.	251249.00
Total Change Amount		\$251,249.00
Total Contract Duration Change (Days)		182

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

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. C1511 remain unchanged.

ACCEPTANCE BY CONTRACTOR

By:

Date:

AUTHORIZED BY OWNER:

By: _____

Date: _____

Attachments:

Prepared By: Spain, Tommie

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

October 4, 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 95 Storage LLC and the District for developer participation in the cost of future infrastructure and authorize the District to receive from 95 Storage LLC an amount not to exceed \$100,000 for future pressure regulating valve construction.

Fiscal Impact:

None by approval of the above recommendation.

Background:

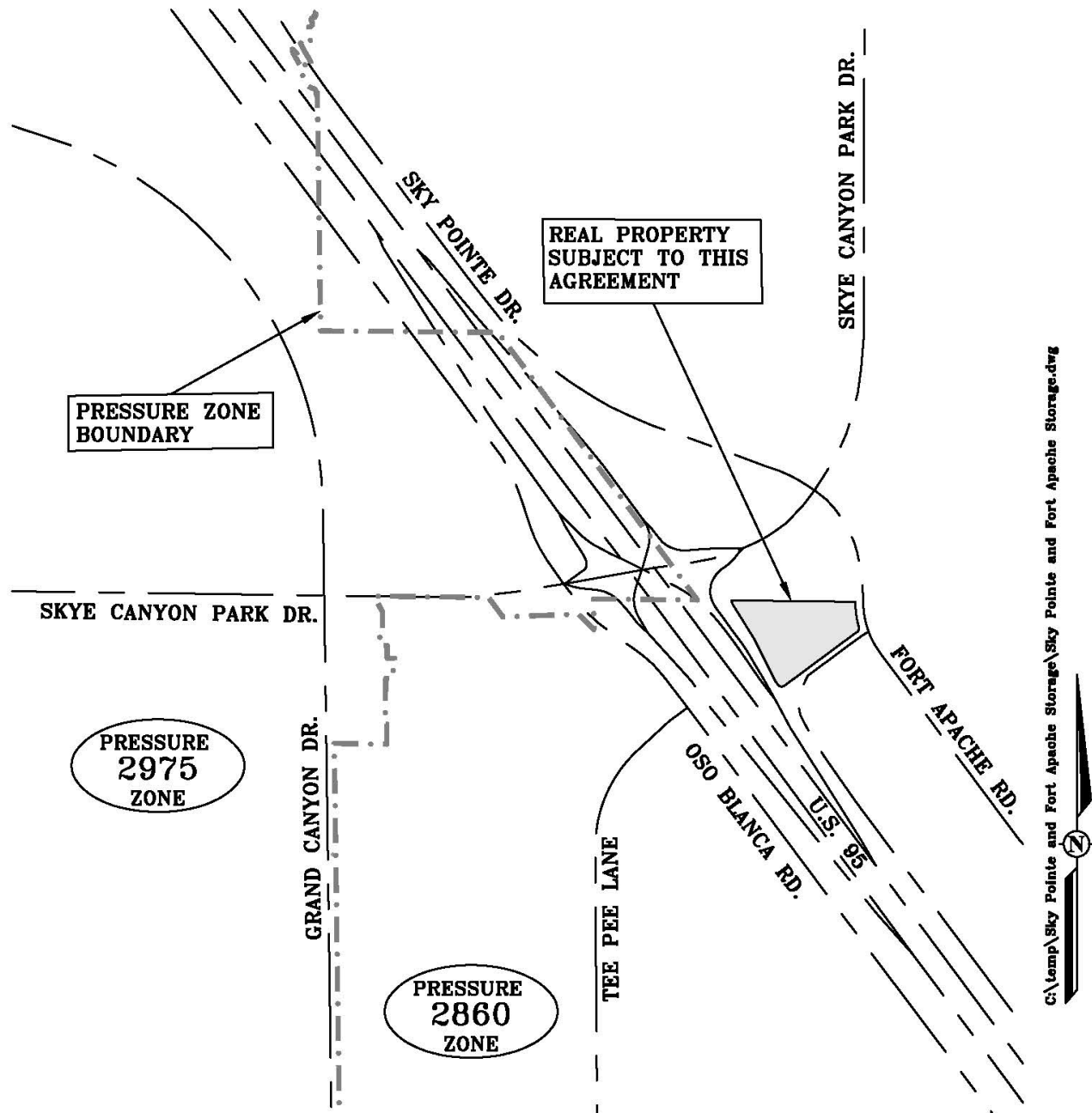
95 Storage LLC (Developer) is proposing to develop approximately four acres within the 2860 Pressure Zone, located as generally shown on Attachment A. Additional infrastructure, including a pressure regulating valve (PRV), will be required in the future to ensure adequate water service to the area, including the proposed development and enhancement of water service to the northern portion of the 2860 Pressure Zone.

If approved, Agreement No. 010369.0 (Agreement) provides the terms and conditions necessary for the Developer to contribute towards the cost of a future PRV within District infrastructure in an amount not to exceed \$100,000. This infrastructure will be located and installed by the District at a future date.

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

ATTACHMENT A

95 Storage LLC
Sky Pointe Fort Apache Storage
Agreement No. 010369.0





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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	["SBE - Small Business Enterprise: An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000."]
Number of Clark County Residents Employed:	0
Corporate/Business Entity Name:	95 Storage LLC
Doing Business As:	
Street Address:	8360 W Sahara Ave. Suite 260
City, State, and Zip Code	Las Vegas, Nevada 89117
Website:	
Contact Name:	Ben Moshe
Contact Email:	Benmoshe@mydcompanies.com
Telephone No:	7024711118
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
---	---------------------------------------	--	-----------------------	----

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Yair Ben Moshe	Member	50
Guy Shani	Member	50

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:	Yair Ben Moshe
Signer Title:	Member of 95 Storage LLC
Signer Email:	benmoshe@mydcompanies.com
Signed Date:	2022-08-04

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.

Michael A. Dishari, P.E.
Signature

Michael A. Dishari, P.E., Director
Print Name/Title

08/04/2022
Date

Must be executed by
Developer and returned to the District on
or before 8/29/2022

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into by and between the Las Vegas Valley Water District, a political subdivision of the State of Nevada, whose address is 1001 S. Valley View Boulevard, Las Vegas, Nevada 89153, hereinafter called "District", and 95 Storage LLC, whose address is 8360 W. Sahara Ave. Suite 260, Las Vegas, Nevada, 89117, hereinafter called "Developer", WITNESSETH:

RECITALS

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

WHEREAS, Developer is the owner of property generally located Sky Pointe Drive and Fort Apache Road, and further referenced as Clark County Assessor's Parcel Number(s) 125-07-710-001; and

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

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

WHEREAS, Developer is willing to construct at its sole cost and expense the water facilities and appurtenances and to furnish a maximum amount of One Hundred-Thousand and No/100 dollars (\$100,000.00) to the District for the construction of a future Pressure Regulating Valve (PRV) at a location to be determined by the District. Now, this Agreement WITNESSETH:

ARTICLE I

DEVELOPER AGREES:

- 1) At Developer's sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the District hereinafter called "water facilities", shown on that certain plan or plans, entitled:

Sky Pointe and Fort Apache Storage

- 2) That said water facilities shall be constructed in the locations shown, and in accordance with the above-mentioned plan or plans, as approved by the District, and in conformance with District specifications.
- 3) To comply with the District's Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process, construction of the water facilities identified in Article I, paragraph 1 above, and service connection audits for billing.
- 4) If required as a condition of the District's Service Rules, Developer will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.
- 5) That all work shall be subject to inspection by an authorized representative of the District and the District shall be notified sufficiently in advance of any work to be undertaken, in order that necessary inspection can be arranged.
- 6) At Developer's sole cost and expense, to perform all survey work necessary to ensure installation of the water facilities at the location and to the grades called for in the plans.
- 7) At Developer's sole cost and expense, to disinfect and pressure test all water facilities to the satisfaction of the District and the health authorities having jurisdiction.

- 8) That connections to existing mains shall be made only in the presence of an authorized representative of the District and at the times specified by the District.
- 9) That all water facilities shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any water facilities are located within those areas either inadvertently or otherwise, the Developer shall cause such water facilities to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with District's requirements, or shall reimburse the District for the cost of relocating said water facilities. If extraordinary conditions exist that would prevent compliance with this requirement, Developer may submit to the District a written request for a waiver of this requirement pursuant to the District's Service Rules.
- 10) To furnish to the District easements, in a form satisfactory to the District, where water facilities are approved to be installed in other than dedicated streets or alleys. Said easements shall conform to the requirements as indicated on the approved water plan and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by District can be placed upon it, that District will have the right to operate, maintain, repair, replace, and/or change the size and/or number of water facilities; and that proper access to all parts of the easement by District forces and equipment is provided. The conditions of said easements shall further provide that the Developer agrees to pay any and all costs incurred by the District to make and/or maintain said easements accessible to the District. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by District, and are in compliance with state laws and regulations.
- 11) Should any defective material or workmanship affecting the water facilities installed by Developer be disclosed within one (1) year of the date of completion and acceptance of the water facilities by the District, Developer shall immediately cause the defect to be corrected, or shall reimburse District for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the water facilities, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship. Any corrective actions by Developer shall themselves be warranted for a one (1) year period. If the Developer fails to reimburse District for cost of repairs, subsequent projects will not be approved until all reimbursements are paid.
- 12) That upon completion of construction of the work and acceptance of the work by the District, to furnish a Bill of Sale for the water facilities identified in Article I, paragraph 1 above, conveying to the District all rights, title, and interest in all the water facilities and to certify that the water facilities will be free of liens and other encumbrances.
- 13) That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the District and once connected to existing District facilities, may be used by the District to deliver water to real property other than that of the Developer.
- 14) That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the District and once connected to existing District facilities, must maintain established water quality standards throughout the installed system. Should the District determine that water quality standards are not being maintained following the connection of the approved facilities to the District's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the developer.
- 15) To indemnify, defend and hold the District harmless from any and all claims, demands, liens, actions, damages, costs, expenses and attorneys' fees based upon or arising out of alleged acts or omissions of the Developer or its officers, employees, agents, contractors, licensees or invitees during the construction and installation of the water facilities. As a material part of the consideration for this Agreement, the Developer hereby assumes all risk of injury to persons and damage to property resulting from the construction of the water facilities from any source and to whomever belonging, except to the extent caused by willful or negligent acts of the District or its agents and hereby waives all claims in respect thereof against the District and agrees to defend and hold the District harmless from and against any such claims by others. The District shall not

be liable or responsible for the loss of or damage to any of the Developer's property, or that of its employees, customers or invitees, resulting from burglary, theft or vandalism; nor shall the District be liable for loss of or damage or injury to persons or property occurring during the construction of the water facilities for any cause, or under any circumstances, except to the extent caused by or resulting from the willful or negligent acts of the District or its agents.

- 16) That all water delivered through service connections will be metered and the Developer is responsible for all monthly bills for such water calculated at the current rate for metered construction water until such time as the first occupant activates the water service account with the District's Customer Service Division.
- 17) If the District discovers that water is being taken through an unmetered service connection, the Developer shall pay, within twenty-four days from the billing date, the District's bill for estimated quantities of water taken, as determined solely and exclusively by the District. The Developer understands that payment under this section does not act as a defense to any criminal violations he may be charged with for the taking of water.
- 18) That installation of said water facilities does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the District and a water commitment is obtained, no water may be taken from the water facilities installed under this agreement. This agreement does not grant Developer any property right in a water service to the subject property. Developer further agrees to be bound by any current or future water commitment regulation which the District may establish.
- 19) That the Developer and its officers, employees, agents, contractors, licensees or invitees, at the Developer's sole cost and expense, shall at all times comply with all applicable laws, ordinances, statutes, rules, acts or regulations in effect or that become in effect during the time work is performed under this Agreement, including but not limited to those laws outlined by the Endangered Species Act of 1973 and the Clark County Desert Conservation Plan, August 1, 1995.
- 20) That the Developer is fully responsible for ensuring no harm comes to any tortoises found on the work site, unless it is unavoidable. Tortoises will not be intentionally killed, harmed or taken for private use. In the event that a desert tortoise is encountered on the work site, the Clark County Pick-up Service shall be called at (702) 593-9027.
- 21) That in the event of abandonment or cessation of construction of the water facilities for one year, prepaid installation fees and other charges may be used by the District to pursue completion of all or part of the water facilities as provided in the District Service Rules.
- 22) That at such time as the District accepts and approves an application for water service to said real property, the Developer will be required to pay all applicable fees, charges and deposits in accordance with the Service Rules that are in effect at the time the application for water service is approved.
- 23) That the Developer or his successors and assigns will make a separate application for water service from the water facilities described in Article I, paragraph 1 above in accordance with the District's Service Rules in effect at that time.

ARTICLE II

DISTRICT AGREES:

- 1) That upon completion of construction of the water facilities, acceptance of same by the District, and fulfillment by the Developer of all requirements of this Agreement to operate and maintain the water facilities installed pursuant to this Agreement in accordance with the District's Service Rules as the same are established and amended.
- 2) That construction water may be provided through metered fire hydrants in accordance with the District's Service Rules.

- 3) If required as a condition of the District's Service Rules, to refund to the Developer any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.
- 4) Upon receipt of Frontage Connection Charges from others, to refund to the Developer all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Zero and No/100 dollars (\$0.00) or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the Developer.

ARTICLE III

IT IS MUTUALLY AGREED:

- 1) The above described property shall have no water commitment by virtue of the installation of the water facilities. Future use of said facilities requires that a water commitment be obtained from the District before the facilities can be utilized.
- 2) That this Agreement shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns. To assure District recognition of an assignment from one developer/owner to another, a District provided assignment form should be completed, and a fully executed duplicate original should be returned to the District.
- 3) That the effective date of this Agreement is the date that the Agreement is formally executed by the District.
- 4) That this Agreement shall terminate if construction of the water facilities covered by the plan or plans identified in Article I, paragraph 1 of this Agreement is not started within one (1) year from the date of District approval of said plan or plans; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion within 2 years from the date of plan approval. Termination under this paragraph shall occur upon the District's written notice that Developer has not followed the conditions of this Agreement.
- 5) That all water facilities installed under this Agreement shall be and remain the exclusive property of the District, and shall become a part of the District's general water distribution system after acceptance by the District.
- 6) That if this Agreement terminates in accordance with Article III, paragraph 4 of this Agreement, right, title and interest of all or any portion of water facilities installed, as determined solely and exclusively by the District, shall become the exclusive property of the District for the District to use, modify, or to dispose of as the District deems appropriate.
- 7) That in the event a portion of the water facilities are constructed but this agreement terminates, the above described property shall have no water commitment by virtue of the installation of the water facilities. Requests for future use of said facilities, if retained in place, may require that a new water commitment be obtained before the facilities can be utilized.
- 8) That for the purpose of making refunds or any notifications that may be required by this Agreement, the Developer's address is as identified on page 1 of this Agreement, and it is the Developer's responsibility to notify the District in writing of a change in address.
- 9) That noncompliance or violation of the District's Service Rules or any provision of this Agreement by Developer or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to revoke construction approval of the water facilities without challenge by Developer and without liability for any damages caused by said revocation.
- 10) That all parties are acquainted with the provisions of the applicable District Service Rules in force on the effective date of this Agreement.

- 11) That failure of the District to enforce any provision of this Agreement shall not constitute a waiver by the District, and the District may choose to enforce any breach of this Agreement at any time.
- 12) That this agreement may be recorded by the District as an "Official Record" in the office of the Recorder for Clark County, Nevada.
- 13) This Agreement is intended solely for the benefit of the District and Developer and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any promise by the District to refund connection charges to Developer is solely for the benefit of the Developer.
- 14) The laws of the State of Nevada shall govern as to the interpretation, validity and effect of this Agreement.
- 15) That each party hereto warrants to the other that it, and its signatory hereunder, is duly authorized and empowered to execute this Agreement and to bind said party to the terms of this Agreement.
- 16) That each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

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

95 STORAGE LLC

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

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

October 4, 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 Telstar Instruments dba SAE Systems and the District to provide professional services associated with ongoing control systems projects in an annual amount not to exceed \$750,000, and authorize renewals for up to six additional one-year periods.

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 May 9, 2022, a Statement of Qualifications (SOQ) solicitation was advertised on the Nevada Government eMarketplace system. Three firms responded to the SOQ solicitation and are listed below:

George T. Hall
Telstar Instruments dba SAE Systems
Wunderlich-Malec Engineering, Inc., and its Affiliates

The above proposals were evaluated by District staff and selection was made in accordance with NRS 625.530 on the basis of competence and qualifications, as well as other evaluation criteria listed in the SOQ. Based on these evaluations, Telstar Instruments dba SAE Systems (Telstar) is one of two responses recommended to receive an award under this SOQ. The other selection is also being brought before the Board of Directors today.

If approved, this Agreement to Provide Professional Services will provide the terms and conditions necessary for Telstar to supply professional engineering services, integration and installation services, and control panel fabrication associated with control systems for District projects on an ongoing basis. As each project is identified, the scope of work and associated costs will be negotiated directly with Telstar. Costs for these projects will not exceed the requested amount of \$750,000 annually.

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
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:	1
Corporate/Business Entity Name:	Telstar Instruments
Doing Business As:	S A E Systems
Street Address:	1717 Solano Way, Unit 34
City, State, and Zip Code	Concord, CA 94520
Website:	https://www.telstarinc.com
Contact Name:	Tammy Misenhimer
Contact Email:	contracts@telstarinc.com
Telephone No:	9256712888
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	2248 Meridian Blvd, Suite H
City, State, and Zip Code	Minden, NV 89423
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	7755018588
Fax No:	9256719507

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?		More than ten Owners?	No
--	---------------------------------------	--	-----------------------	----

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Robert S. Marston	President	51
John D. Gardiner	Vice President	49

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:	Tammy Misenhimer
Signer Title:	Contract Administrator
Signer Email:	contracts@telstarinc.com
Signed Date:	2022-07-27

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.

Chetan Champaneri
Signature

Chetan Champaneri, Purchasing Supervisor
Print Name/Title

7/28/2022
Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Telstar Instruments dba SAE Systems, hereinafter called "PROVIDER," and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." PROVIDER 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 in DISTRICT's Request for Statement of Qualifications No. 010174 Professional Engineering Services, Integration & Installation Services, and Control panel Fabrication Associated with the Control Systems Projects for the District Maintenance Engineering Division ("RFP"), and

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

WHEREAS, DISTRICT, in reliance on PROVIDER's representations and response to DISTRICT's RFP, agrees to retain PROVIDER, and PROVIDER 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:

- a) PROVIDER 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.
- b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to DISTRICT's directions respecting priorities. PROVIDER 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 PROVIDER or an approved subcontractor.
- c) In performing Services under this Agreement, PROVIDER 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. PROVIDER shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.
- d) PROVIDER 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:

- a) This Agreement shall become effective as of the Effective Date and shall remain in effect for one year, with the option to renew for 6, 1-year periods, unless terminated in accordance with the terms of this Agreement. During this period, PROVIDER agrees to provide Services as required by DISTRICT within the scope of this Agreement. Notice of DISTRICT's decision to renew the Agreement shall be given to PROVIDER no later than 30 days prior to expiration of the Agreement.
- b) This Agreement may not extend more than seven years from Effective Date.

3) COMPENSATION:

- a) In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay PROVIDER, in accordance with Exhibit A, for Work completed to DISTRICT's satisfaction.
- b) PROVIDER 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 PROVIDER shall be included.
- c) DISTRICT shall pay invoiced amounts from PROVIDER based on the fees set forth in Exhibit A within 30 calendar days after the date the invoice is received and approved by DISTRICT.
- d) 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 \$750,000.00 per contract year.

5) RESPONSIBILITIES OF PROVIDER:

- a) PROVIDER 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 PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by DISTRICT prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 calendar days, DISTRICT may terminate this Agreement.
- b) PROVIDER 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.
- c) PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by PROVIDER, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- d) It shall be the duty of PROVIDER 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. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - i) Permitted or required approval by DISTRICT of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - ii) DISTRICT's review, approval, acceptance, or payment for any of PROVIDER'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 PROVIDER shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DISTRICT caused by PROVIDER's performance or failures to perform under this Agreement.

- e) All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for DISTRICT relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER 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. PROVIDER 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.
- f) 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:

- a) DISTRICT agrees that its officers and employees will cooperate with PROVIDER in the performance of the Services and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with other responsibilities.
- b) The Services performed by PROVIDER under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT's representative, Brad Callihan, telephone number (702) 567-2359 or their designee. DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- c) DISTRICT shall assist PROVIDER 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.
- d) PROVIDER 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 PROVIDER.

7) TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by PROVIDER shall constitute a truth-in-negotiation certification by PROVIDER 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 PROVIDER 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, PROVIDER hereby covenants, represents and warrants the following:

- a) All content developed on behalf of DISTRICT, in whole or in part, solely or jointly by PROVIDER and all of PROVIDER'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 PROVIDER, or previously conceived in anticipation of work to be performed in regard to DISTRICT's engagement of PROVIDER, 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.

- b) To the extent that PROVIDER is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, PROVIDER hereby assigns, transfers, and conveys, all such Right to DISTRICT.
 - i) PROVIDER 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.
- c) PROVIDER hereby waives and releases any claim of infringement of any Right of PROVIDER (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 PROVIDER'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, PROVIDER hereby sells, conveys, transfers and assigns to DISTRICT all of PROVIDER'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 PROVIDER or otherwise arising out of the PROVIDER'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 PROVIDER 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, PROVIDER will not contract with any client whose interest is adverse to or would require PROVIDER 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:

PROVIDER 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 PROVIDER 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:

- a) 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.
- b) PROVIDER 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. PROVIDER further covenants that in the performance of said Services, no person having any such interest shall be employed.
- c) No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

15) COMPLETENESS AND ACCURACY OF PROVIDER'S WORK

- a) PROVIDER shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.
- b) The cost necessary to correct those errors attributable to PROVIDER and any damage incurred by DISTRICT as a result of additional costs caused by such errors shall be chargeable to PROVIDER. The fact that DISTRICT has accepted or approved PROVIDER's Work shall in no way relieve PROVIDER of any of its responsibilities.

16) INDEMNIFICATION:

- a) For all claims based upon or arising out of the Services or Work of PROVIDER, PROVIDER 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 PROVIDER or the employees of PROVIDER. 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 PROVIDER, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by PROVIDER'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 PROVIDER as liable, PROVIDER shall pay to DISTRICT the reasonable attorneys' fees and costs which are determined to equate to the proportionate liability of PROVIDER, as reimbursement for the attorneys' fees and costs incurred by the DISTRICT in defending the claim.

- b) For all claims not based upon or arising out of the Services or Work of PROVIDER, PROVIDER 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 PROVIDER or the employees of the PROVIDER. 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 PROVIDER, its agents, or of third parties; harassment or

discrimination or any theory of joint or dual employment by PROVIDER'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 PROVIDER has indemnified the DISTRICT Parties by giving written notice of the assumption to PROVIDER. The DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which PROVIDER has indemnified the DISTRICT Parties without the prior written consent of PROVIDER, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by PROVIDER to the DISTRICT Parties applies to all insurance policies of PROVIDER, whether primary, excess or umbrella coverage is provided to PROVIDER.

17) SCHEDULE FOR PERFORMANCE OF SERVICES:

- a) Time is of the essence in this Agreement.
- b) If PROVIDER's performance of Services is delayed or if PROVIDER's sequence of tasks is changed, PROVIDER 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:

- a) General:
 - i) PROVIDER 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 PROVIDER allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. PROVIDER 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.
 - ii) DISTRICT shall be named as an additional insured, under PROVIDER'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 PROVIDER 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. PROVIDER agrees to waive its rights of subrogation against DISTRICT, and PROVIDER'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.
 - iii) 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 PROVIDER's or subcontractor's liability for claims arising out of this Agreement. PROVIDER and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
 - iv) If PROVIDER 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 PROVIDER with DISTRICT as an additional named insured. PROVIDER shall pay the cost thereof and shall furnish all

necessary information to maintain the procured insurance. In the event PROVIDER fails to pay the cost, DISTRICT has the right to set-off any sums from the compensation due to PROVIDER set forth in this Agreement and directly pay for such coverage.

- v) 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.

b) Evidence of Insurance:

- i) PROVIDER'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.
- ii) Within 10 working days after the Effective Date, PROVIDER shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of DISTRICT, PROVIDER agrees to provide a copy of all insurance policies required under this Agreement.
- iii) Renewal certificates shall be provided to DISTRICT not later than 15 days prior to the expiration of policy coverage.
- iv) 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.

c) Insurance Coverages:

- i) Commercial General Liability Insurance: PROVIDER 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.
- ii) Business Automobile Insurance: PROVIDER 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.
- iii) Workers Compensation & Employers Liability Insurance: PROVIDER shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance PROVIDER 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.

PROVIDER shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. PROVIDER 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 PROVIDER is permissibly self-insured for workers' compensation insurance in the State of Nevada, PROVIDER shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

- iv) Professional Liability Insurance: PROVIDER shall maintain professional liability insurance applicable to PROVIDER'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 PROVIDER's Work as set forth in this Agreement.

- v) Cyber and Technology Liability Insurance: PROVIDER 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 PROVIDER 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:

- a) PROVIDER shall submit draft reports and other materials for review by prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.
- b) 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 PROVIDER. Corrections and changes to the submission will be made by PROVIDER and resubmitted to for approval within 10 working days after receipt. The final approval will be submitted to PROVIDER within 5 working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21) CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, PROVIDER may furnish DISTRICT with information that PROVIDER has independently determined to be confidential under Nevada law and that PROVIDER will label "Confidential Information". "Confidential Information" means confidential and proprietary information of PROVIDER 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 PROVIDER 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 PROVIDER; (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 PROVIDER recognize DISTRICT duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter DISTRICT duties thereunder or to require DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. DISTRICT 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 Office of General Counsel determines that any document or record supplied by PROVIDER 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 PROVIDER. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to PROVIDER and work with PROVIDER in good faith to coordinate a response to the request and strive to prevent the disclosure of information considered confidential by the Nevada Public Records Act

Further, PROVIDER 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. The PROVIDER's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

22) USE OF MATERIALS:

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

23) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- a) Due to the sensitive nature of information contained within the project management information system (PMIS), DISTRICT requires that PROVIDER agree to the PMIS terms of use. By entering into this Agreement, PROVIDER agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").
 - i) 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.
 - ii) PROVIDER and its employees will abide by the typical use of protected applications/software, including but not limited to:
 - (1) Authorized users cannot give out their login information to another party.
 - (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.
 - (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.
 - (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.
 - (5) PROVIDER 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.
 - (6) PROVIDER agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
 - iii) PROVIDER agrees not to use the PMIS Services in any way that is unlawful, or harms DISTRICT, its' service providers, suppliers or any other user. PROVIDER 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 PROVIDER or others does not waive its right to act with respect to subsequent or similar breaches.
 - iv) 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 PROVIDER, 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.

- v) **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 PROVIDER'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 PROVIDER has any dispute or claim against DISTRICT or its suppliers with respect to these Terms of Use or the PMIS Services, then PROVIDER's sole and exclusive remedy is to discontinue using the PMIS Services.
- vi) DISTRICT reserves the right to change the Terms of Use and will provide notice of any change to PROVIDER. 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 PROVIDER. PROVIDER may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.
- vii) These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. PROVIDER 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.
- viii) 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.
- ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between DISTRICT and PROVIDER with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between DISTRICT and PROVIDER with respect to the PMIS Services.
- x) The PMIS Services are subject to the intellectual property rights of DISTRICT and to the Nevada public records law.

24) DATA PRIVACY AND SECURITY:

- a) During the course of this Agreement, CONSULTANT will create, receive, or have access to the AUTHORITY's Facility Information and the Facility Information of the Southern Nevada Water Authority's members ("Authority Members"). The Authority Members include Big Bend Water District, City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Reclamation District, and the Las Vegas Valley Water District. Facility Information means drawings, maps, plans, or records that reveal the AUTHORITY's or the Authority Members' 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

AUTHORITY and the Authority Members. Facility Information is deemed to be Confidential Information of the AUTHORITY and the Authority Members.

b) PROVIDER shall:

- i) Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including, at a minimum strong password protection and encryption for data at rest and in transit on any network;
- ii) Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;
- iii) Not create, collect, receive, access, or use Facility Information in violation of law;
- iv) Use and disclose Facility Information solely and exclusively for the purposes of providing Work under this Agreement;
- v) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the DISTRICT without the DISTRICT's prior written consent;
- vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the DISTRICT's prior written consent. Authorized Persons means PROVIDER's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable PROVIDER to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement; and
- vii) Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section. 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.

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

d) Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by PROVIDER 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.

e) PROVIDER shall:

- i) Notify the DISTRICT of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the PROVIDER becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the DISTRICT's contacts listed in the Notices Section below;
- ii) At its own expense, coordinate and fully cooperate with the DISTRICT in the DISTRICT's handling of the matter;
- iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
- iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and

- v) Reimburse the DISTRICT for all actual costs incurred by the DISTRICT in responding to and mitigating damages caused by any Security Breach.
- f) PROVIDER acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the DISTRICT irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the DISTRICT is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the DISTRICT may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- g) PROVIDER has completed and provided to DISTRICT the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. PROVIDER 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.
- h) PROVIDER 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:

PROVIDER 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:

PROVIDER shall not assign or transfer its interest in this Agreement without the prior written consent of DISTRICT. If PROVIDER 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:

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

- b) PROVIDER 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 PROVIDER in breach of the Agreement, terminate the Agreement, and designate PROVIDER as non-responsible.

29) EQUAL EMPLOYMENT OPPORTUNITY:

- a) PROVIDER and any subcontractor working under the authority of PROVIDER, 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, PROVIDER shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.
- b) PROVIDER 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. PROVIDER 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 PROVIDER. 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 PROVIDER 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 PROVIDER: Telstar Instruments dba SAE Systems
Attention: Byron Martyn
1717 Solano Way, Unit 34
Concord, California 94520
bmartyn@telstarinc.com

To DISTRICT: Las Vegas Valley Water District
Attention: Brad Callihan
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
brad.callihan@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 PROVIDER is subject to review by DISTRICT to insure contract compliance at the discretion of DISTRICT. PROVIDER 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 PROVIDER. 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 the Paragraph entitled "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, the Paragraphs

entitled "Intellectual Property Acknowledgment", "Intellectual Property Assignment", "Indemnification", "Confidentiality and Release of Information", "Data Privacy and Security", "Applicable Law", "Venue", and "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:

- a) 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. PROVIDER's economic hardship and changes in market conditions are not considered Force Majeure Events.
- b) Both the DISTRICT and the PROVIDER have evaluated the effects of COVID-19 on this Agreement. The DISTRICT and the PROVIDER 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.
- c) Where PROVIDER is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and PROVIDER 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 PROVIDER's sole and exclusive remedy for such delay, and PROVIDER shall not be entitled to an increase in the sums due under Agreement. PROVIDER shall provide a revised schedule for performance in accordance with Paragraph 17.b.
- d) 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:

PROVIDER 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) LIMITATION OF LIABILITY:

- a) Notwithstanding any provision herein to the contrary, neither party shall be liable to the other or any third party for any incidental punitive, or consequential damages arising out of or connected in any way to this Agreement or the work performed hereunder.
- b) Notwithstanding the foregoing waiver of consequential damages this waiver shall not apply to:
 - i) Any third-party claims against the DISTRICT;
 - ii) Reasonable costs or losses incurred by the DISTRICT to avoid other direct losses due to the CONSULTANT's breach;
 - iii) Property damage;
 - iv) Personal injury or death;

- v) Fees and costs of any attorneys, experts, court/arbitration, internal staff, or other personnel costs that the DISTRICT expends in addressing the CONSULTANT's breach;
- vi) Fines, levies, or other damages assessed against the DISTRICT by any governmental or regulatory agency related to the CONSULTANT's breach;
- vii) Fraud;
- viii) Intentional, willful, or reckless misconduct or breach;
- ix) Breach of confidentiality or data privacy and security obligations; and
- x) Any other damages that the DISTRICT incurs that are foreseeable and caused by the CONSULTANT's breach.

- c) PROVIDER's maximum aggregate liability for any and all claims and damages arising under this Agreement is limited to thr.ee (3) times the total cost of the Services as defined in Section 4.

45) 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.

Telstar Instruments dba Sae Systems

Las Vegas Valley Water District

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

PROVIDER shall provide but not limited to the following professional engineering services to support Infrastructure Management, Maintenance Engineering Division, with engineering projects on an as needed basis as directed by DISTRICT. DISTRICT will issue a written work order that will describe all pertinent requirements of the scope of work and authorize the Services to be performed by PROVIDER. PROVIDER will perform the required services to the highest industry standards and practices, perform all work in accordance with the scheduled time requirements, furnish all required deliverables, attend all required meetings (kickoff meetings, progress meetings, etc.), startup and commissioning, and all other requirements accordingly.

Engineering and Design Services

- Provide control system designs for DISTRICT projects and system expansions.
- Review drawings including Electrical and Process and Instrumentation Diagrams.

System Integration

- Integrate process equipment, instruments, and control system software for process automation.
- Program and configure PLCs and related process automation equipment.
- Program and configure SCADA software.
- Program and configure industrial network devices for use with automation protocols using cybersecurity best practices.

Control Panel Design and Control Panel Fabrication

- Design control panels to meet DISTRICT design standards
- Review DISTRICT provided control panel designs for fabrication
- Provide fabrication and checkout services for designed control panels for Pump Station, Flow Stations, MCCs, LCPs, etc. using DISTRICT provided components including but not limited to, PLCs, I/O cards, chassis, power supplies, and network switches. Fabricator may provide small appurtenances required to complete fabrication under the direction of the DISTRICT.
- Revise DISTRICT drawings for control panel as-builts

WARRANTY. In addition to any standard warranty provided by the manufacturer of equipment and materials furnished by PROVIDER, PROVIDER shall guarantee all workmanship, materials and equipment it has furnished for a minimum period of one year, or the length of the standard warranty provided by the manufacturer, whichever is longer, after the final acceptance of the Work; and if during the guarantee period; any defect or faulty materials are found, it shall immediately, upon notification by DISTRICT, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. PROVIDER shall warrant that all products, material, or equipment provided under this Agreement are fit for the purpose for which they are intended to be used by DISTRICT and in accordance with DISTRICT's design standards and the DISTRICT approved design drawings.

RATES AND FEES

PROVIDER will be compensated for the successful and timely completion and acceptance of all Work performed, after the execution of this agreement, in accordance with PROVIDER's fee schedule, which is attached hereto as Exhibit C, incorporated herein by this reference. Any Work completed by a subconsultant, including compensation, shall be preapproved by DISTRICT.

The fee schedule shall remain firm during the initial term of the Agreement but is subject to change thereafter but no more than one (1) time per contract term, If deemed acceptable by the DISTRICT in writing. The approved fee schedule will be incorporated into this Agreement.

Most Favored Customer Pricing. PROVIDER represents that all of the fees being provided hereunder are equivalent to or better than the fees being offered by PROVIDER to any of its customers for similar volumes

of goods and services. If at any time during the term of this Agreement, PROVIDER charges any customer a lower fee, rate, or price for similar volumes of such comparable goods or services than the corresponding fees charged hereunder, PROVIDER shall immediately apply such lower rate or amount, as applicable, for all rates and fees provided to DISTRICT. Such lower rates or amounts, as applicable, shall apply retroactively to the date on which PROVIDER began charging them to such customer. DISTRICT shall provide written confirmation that it is in compliance with the requirements of this section annually or within a reasonable period of time from DISTRICT's request.

If requested by DISTRICT, PROVIDER shall provide any records, documents, and other evidence directly associated with the performance of Work, within a reasonable time period, identifying actual labor hours worked, by employee type and classification, for each aspect of the project attested to by the PROVIDER's Manager.

EXHIBIT B
TRAVEL EXPENSE REIMBURSEMENT POLICY

PROVIDER will bill all such expenses to AUTHORITY at cost without markup. PROVIDER will provide receipts, bills, or other documentation to support expenses billed to the AUTHORITY that are not covered under a per diem. At no time will AUTHORITY reimburse PROVIDER for any travel time charges. AUTHORITY reserves the right to approve all travel plans and expected costs prior to trips.

AUTHORITY shall reimburse PROVIDER according to the following expense reimbursement policy utilizing the U. S. General Services Administration travel rates (<http://www.gsa.gov/portal/content/104877>) for the time of travel "GSA Travel Rates".

1) AIR TRAVEL:

- a) Lowest Fare Routing: Air travel should be in economy (coach) class and booked and expensed at the lowest available airfare.
- b) Flight Changes: Any changes to flight reservations which result in an additional cost must be pre-approved by District/Authority.
- c) Additional Fees: The AUTHORITY will not reimburse for convenience charges to include, but not limited to, charges for early boarding, assigned seating, or seat upgrades.

2) LODGING:

- a) Hotel Selection: PROVIDER shall invoice AUTHORITY using the GSA Lodging Rate. Higher rates must be pre-approved by AUTHORITY. If PROVIDER submitted rate is above GSA Lodging Rate without pre-approval, the AUTHORITY reserves the right to reimbursement at GSA rate, plus associated taxes calculated at GSA rate only.
- b) Additional Fees: If additional fees are charged in association with lodging (e.g. Resort Fees) the AUTHORITY reserves the right to limit reimbursement up to \$30 plus tax.

3) GROUND TRANSPORTATION:

- a) Car Rentals: Cars are to be rented when other means of transportation are unavailable, more costly, or impractical. The use of a rented car should be justifiable as a business need and not as a matter of personal convenience. Mileage will not be reimbursed for rentals. Insurance, GPS units, and other accessories offered by rental agencies will not be reimbursed.
- b) Taxi, Ride Sharing Services, and Other Local Transportation: The cost of ground transportation to and from places of business, hotels, or airports in direct connection with AUTHORITY business is reimbursable.
- c) Mileage: PROVIDER shall invoice AUTHORITY for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by AUTHORITY.

4) MEALS AND INCIDENTALS:

Per Diem: A per diem allowance will be paid for each day of travel. Per diem is to cover all meals and other incidental charges and does not require submission of receipts. PROVIDER shall invoice AUTHORITY using the GSA Travel Rate per diem.

Incidental Expense: The following incidental expenses, when directly related to company business, are reimbursable and are not part of per diem expense:

- a) Parking/tolls in connection with operation of personal or rented vehicle. Self-parking charges are preferred; valet parking charges will be reimbursed only if there are no other parking options.
- b) Long-distance telephone calls from hotel related to AUTHORITY business are reimbursable.
- c) Internet connection fees if required for AUTHORITY business are reimbursable.

5) TIPS:

- a) Tips of any nature are not reimbursable.

EXHIBIT C

ENGINEERING & DESIGN SERVICES RATES

TIME AND MATERIALS RATES FOR THIS CONTRACT, NORMAL RATES

SCADA/PLC Program Manager	\$223.00/hr.
Senior SCADA/PLC Programmer (5+ years' experience)	\$188.00/hr.
SCADA / PLC Programmer	\$155.00/hr.
Telstar Project Manager/ Senior Engineer	\$205.00/hr.
Telstar Junior Engineer	\$158.00/hr.
Telstar Drafter	\$118.00/hr.
Software cost	\$13.75/hr.
Materials	cost + 15%
Kennedy Jenks Engineering Services	cost + 10%
Project Coordinator	\$123.00/hr.
Administrative	\$112.00/hr.

Notes for Cost of Services:

1. Rates are valid for first year of contract term only
2. Overtime is billed at time and a half for time worked after 8 hours Monday-Friday, up to 12 hours. Saturday is billed at time and a half up for time worked up to 8 hours. Sunday and all hours after 12 in a day is billed at double time.
3. All travel expenses will be invoiced per Exhibit B: Travel Expense Reimbursement Policy provided in SOQ 010174.
4. Reimbursement for direct expenses, incurred in connection to the work such as: special fees, insurance, permits, licenses, and proprietary programs purchased for the work as approved by The District prior.
5. Shipping/Freight terms will be FOB Destination. Shipping costs will be prepaid by Telstar and added to customer's invoice at 0% markup.

SYSTEM INTEGRATION SERVICES RATES

TIME AND MATERIALS RATES FOR THIS CONTRACT, NORMAL RATES

SCADA/PLC Program Manager	\$223.00/hr.
Senior SCADA/PLC Programmer (5+ years' experience)	\$188.00/hr.
SCADA / PLC Programmer	\$155.00/hr.
Telstar Project Manager/ Senior Engineer	\$205.00/hr.
Telstar Junior Engineer	\$158.00/hr.
Telstar Drafter	\$118.00/hr.
Nevada State Certified Journeyman Foreman Electrician (Clark County)	\$168.00/hr.
Nevada State Certified Electrician (Clark County)	\$155.00/hr.
Instrument Controls System Senior Technician	\$176.00/hr.
Instrument Controls System Jr. Technician (1-3 years' experience)	\$146.00/hr.
Panel Fabricator	\$128.00/hr.
Software cost	\$13.75/hr.
Materials	cost + 15%
Kennedy Jenks Engineering Services	cost + 10%
Project Coordinator	\$123.00/hr.
Administrative	\$112.00/hr.

Notes for Cost of Services:

1. Rates are valid for first year of contract term only
2. Overtime is billed at time and a half for time worked after 8 hours Monday-Friday, up to 12 hours. Saturday is billed at time and a half up for time worked up to 8 hours. Sunday and all hours after 12 in a day is billed at double time.
3. Onsite service calls carry a 4-hour minimum per person; time over 4 hours is charged as 8 hours. Minimum charge for remote support is 1 hour.

4. Telstar is available 24 hours per day, 7 days a week to provide remote services subject to scheduling availability. Onsite services will need to be scheduled in advance. Onsite emergency calls carry a 4-hour minimum.
5. Reimbursement for direct expenses, incurred in connection to the work such as: special fees, insurance, permits, licenses, and proprietary programs purchased for the work as approved by The District prior.
6. All travel expenses will be invoiced per Exhibit B: Travel Expense Reimbursement Policy provided in SOQ 010174.
7. Shipping/Freight terms will be FOB Destination. Shipping costs will be prepaid by Telstar and added to customer's invoice at 0% markup.

PANEL DESIGN & FABRICATION

TIME AND MATERIALS RATES FOR THIS CONTRACT, NORMAL RATES

SCADA/PLC Program Manager	\$223.00/hr.
Senior SCADA/PLC Programmer (5+ years' experience)	\$188.00/hr.
SCADA / PLC Programmer	\$155.00/hr.
Telstar Project Manager/ Senior Engineer	\$205.00/hr.
Telstar Junior Engineer	\$158.00/hr.
Telstar Drafter	\$118.00/hr.
Nevada State Certified Journeyman Foreman Electrician (Clark County)	\$168.00/hr.
Nevada State Certified Electrician (Clark County)	\$155.00/hr.
Instrument Controls System Senior Technician	\$176.00/hr.
Instrument Controls System Jr. Technician (1-3 years' experience)	\$146.00/hr.
Panel Fabricator	\$128.00/hr.
Delivery Driver	\$95.00/hr.
Software cost	\$13.75/hr.
Materials	cost + 15%
Kennedy Jenks Engineering Services	cost + 10%
Project Coordinator	\$123.00/hr.
Administrative	\$112.00/hr.

Notes for Cost of Services:

Rates are valid for first year of contract term only

- ~~2.1.~~ Delivery truck will be charge per mile per standard federal mileage rates.
- ~~3.2.~~ Overtime is billed at time and a half for time worked after 8 hours Monday-Friday, up to 12 hours. Saturday is billed at time and a half up for time worked up to 8 hours. Sunday and all hours after 12 in a day is billed at double time.
- ~~4.3.~~ Onsite service calls carry a 4-hour minimum per person; time over 4 hours is charged as 8 hours. Minimum charge for remote support is 1 hour.
- ~~5.4.~~ Telstar is available 24 hours per day, 7 days a week to provide remote services subject to scheduling availability. Onsite services will need to be scheduled in advance. Onsite emergency calls carry a 4-hour minimum.
- ~~6.5.~~ Reimbursement for direct expenses, incurred in connection to the work such as: special fees, insurance, permits, licenses, and proprietary programs purchased for the work as approved by The District prior.
- ~~7.6.~~ All travel expenses will be invoiced per Exhibit B: Travel Expense Reimbursement Policy provided in SOQ 010174.
- ~~8.7.~~ Shipping/Freight terms will be FOB Destination. Shipping costs will be prepaid by Telstar and added to customer's invoice at 0% markup.

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

October 4, 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 Wunderlich-Malec Engineering, Inc., and its Affiliates, and the District to provide professional services associated with ongoing control systems projects in an annual amount not to exceed \$750,000, and authorize renewals for up to six additional one-year periods.

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 May 9, 2022, a Statement of Qualifications (SOQ) solicitation was advertised on the Nevada Government eMarketplace system. Three firms responded to the SOQ solicitation and are listed below:

George T. Hall
Telstar Instruments dba SAE Systems
Wunderlich-Malec Engineering, Inc., and its Affiliates

The above proposals were evaluated by District staff and selection was made in accordance with NRS 625.530 on the basis of competence and qualifications, as well as other evaluation criteria listed in the SOQ. Based on these evaluations, Wunderlich-Malec Engineering, Inc., and its Affiliates (WME), is one of two responses recommended to receive an award under this SOQ. The other selection is also being brought before the Board of Directors today.

If approved, this Agreement to Provide Professional Services will provide the terms and conditions necessary for WME to supply professional engineering services, integration and installation services, and control panel fabrication associated with control systems for District projects on an ongoing basis. As each project is identified, the scope of work and associated costs will be negotiated directly with WME. Costs for these projects will not exceed the requested amount of \$750,000 annually.

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
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:	11
Corporate/Business Entity Name:	Wunderlich-Malec Engineering, Inc. and its Affiliates
Doing Business As:	
Street Address:	6101 Blue Circle Drive
City, State, and Zip Code	Eden Prairie, MN 55343
Website:	www.wmeng.com
Contact Name:	Colleen Fanberg
Contact Email:	colleen.fanberg@wmeng.com
Telephone No:	(952) 933-3222
Fax No:	(952) 933-0608

Nevada Local Business Information (if applicable)

Local Street Address:	980 Mary Crest Road, Suite B
City, State, and Zip Code	Henderson, NV 89014
Local Website:	
Local Contact Name:	Skyler Brown
Local Contact Email:	skyler.brown@wmeng.com
Telephone No:	(702) 479-7877
Fax No:	(702) 479-7991

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)*

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 (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:	Skyler Brown
Signer Title:	Business Unit Manager
Signer Email:	skyler.brown@wmeng.com
Signed Date:	2022-07-25

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.

Chetan Champaneri

Signature

Chetan Champaneri, Purchasing Supervisor

Print Name/Title

7-27-2022

Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Wunderlich-Malec Engineering, Inc., and its Affiliates, hereinafter called "PROVIDER," and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." PROVIDER 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 in DISTRICT's Request for Statement of Qualifications No. 010174 Professional Engineering Services, Integration and Installation Services, and Control panel Fabrication Associated with the Control Systems Projects for the District Maintenance Engineering Division ("RFP"), and

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

WHEREAS, DISTRICT, in reliance on PROVIDER's representations and response to DISTRICT's RFP, agrees to retain PROVIDER, and PROVIDER 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:

- a) PROVIDER 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.
- b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to DISTRICT's directions respecting priorities. PROVIDER 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 PROVIDER or an approved subcontractor.
- c) In performing Services under this Agreement, PROVIDER 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. PROVIDER shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.
- d) PROVIDER 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:

- a) This Agreement shall become effective as of the Effective Date and shall remain in for one year, with the option to renew for 6 1-year periods, unless terminated in accordance with the terms of this Agreement. During this period, PROVIDER agrees to provide Services as required by DISTRICT within the scope of this Agreement. Notice of DISTRICT's decision to renew the Agreement shall be given to PROVIDER no later than 30 days prior to expiration of the Agreement.
- b) This Agreement may not extend more than seven years from Effective Date.

3) COMPENSATION:

- a) In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay PROVIDER, in accordance with Exhibit A, for Work completed to DISTRICT's satisfaction.
- b) Travel expenses will be reimbursed as set forth in Exhibit B, which is attached herewith and made a part of this Agreement.
- c) PROVIDER 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 PROVIDER shall be included.
- d) DISTRICT shall pay invoiced amounts from PROVIDER based on the fees set forth in Exhibit A within 30 calendar days after the date the invoice is received and approved by DISTRICT.
- e) 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 \$750,000.00 per contract year.

5) RESPONSIBILITIES OF PROVIDER:

- a) PROVIDER 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 PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by DISTRICT prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 calendar days, DISTRICT may terminate this Agreement.
- b) PROVIDER 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.
- c) PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by PROVIDER, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- d) It shall be the duty of PROVIDER 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. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - i) Permitted or required approval by DISTRICT of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - ii) DISTRICT's review, approval, acceptance, or payment for any of PROVIDER'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 PROVIDER shall be and remain liable in accordance with the terms of this Agreement and applicable law for

all damages to DISTRICT caused by PROVIDER's performance or failures to perform under this Agreement.

- e) All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for DISTRICT relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER 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. PROVIDER 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.
- f) 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:

- a) DISTRICT agrees that its officers and employees will cooperate with PROVIDER in the performance of the Services and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with other responsibilities.
- b) The Services performed by PROVIDER under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT's representative, Brad Callihan, telephone number (702) 567-2359 or their designee. DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- c) DISTRICT shall assist PROVIDER 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.
- d) PROVIDER 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 PROVIDER.

7) TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by PROVIDER shall constitute a truth-in-negotiation certification by PROVIDER 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 PROVIDER 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, PROVIDER hereby covenants, represents and warrants the following:

- a) All content developed on behalf of DISTRICT, in whole or in part, solely or jointly by PROVIDER and all of PROVIDER'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 PROVIDER, or previously conceived in anticipation of work to be performed in regard to DISTRICT's engagement of PROVIDER, 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.

- b) To the extent that PROVIDER is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, PROVIDER hereby assigns, transfers, and conveys, all such Right to DISTRICT.
 - i) PROVIDER 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.
- c) PROVIDER hereby waives and releases any claim of infringement of any Right of PROVIDER (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 PROVIDER'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, PROVIDER hereby sells, conveys, transfers and assigns to DISTRICT all of PROVIDER'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 PROVIDER or otherwise arising out of the PROVIDER'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 PROVIDER 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, PROVIDER will not contract with any client whose interest is adverse to or would require PROVIDER 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:

PROVIDER 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 PROVIDER 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:

- a) 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.
- b) PROVIDER 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. PROVIDER further covenants that in the performance of said Services, no person having any such interest shall be employed.
- c) No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

15) COMPLETENESS AND ACCURACY OF PROVIDER'S WORK

- a) PROVIDER shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.
- b) The cost necessary to correct those errors attributable to PROVIDER and any damage incurred by DISTRICT as a result of additional costs caused by such errors shall be chargeable to PROVIDER. The fact that DISTRICT has accepted or approved PROVIDER's Work shall in no way relieve PROVIDER of any of its responsibilities.

16) INDEMNIFICATION:

- a) For all claims based upon or arising out of the Services or Work of PROVIDER, PROVIDER 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 PROVIDER or the employees of PROVIDER. 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 PROVIDER, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by PROVIDER'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 PROVIDER as liable, PROVIDER shall pay to DISTRICT the reasonable attorneys' fees and costs which are determined to equate to the proportionate liability of PROVIDER, as reimbursement for the attorneys' fees and costs incurred by the DISTRICT in defending the claim.

- b) For all claims not based upon or arising out of the Services or Work of PROVIDER, PROVIDER 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 PROVIDER or the employees of the PROVIDER. 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 PROVIDER, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by PROVIDER'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 PROVIDER has indemnified the DISTRICT Parties by giving written notice of the assumption to PROVIDER. The DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which PROVIDER has indemnified the DISTRICT Parties without the prior written consent of PROVIDER, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by PROVIDER to the DISTRICT Parties applies to all insurance policies of PROVIDER, whether primary, excess or umbrella coverage is provided to PROVIDER.

17) SCHEDULE FOR PERFORMANCE OF SERVICES:

- a) Time is of the essence in this Agreement.
- b) If PROVIDER's performance of Services is delayed or if PROVIDER's sequence of tasks is changed, PROVIDER 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:

- a) General:
 - i) PROVIDER 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 PROVIDER allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. PROVIDER 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.
 - ii) DISTRICT shall be named as an additional insured, under PROVIDER'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 PROVIDER 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. PROVIDER agrees to waive its rights of subrogation against DISTRICT, and PROVIDER'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.
 - iii) 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 PROVIDER's or subcontractor's liability for claims arising out of this Agreement. PROVIDER and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.

- iv) If PROVIDER 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 PROVIDER with DISTRICT as an additional named insured. PROVIDER shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event PROVIDER fails to pay the cost, DISTRICT has the right to set-off any sums from the compensation due to PROVIDER set forth in this Agreement and directly pay for such coverage.
 - v) 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.
- b) Evidence of Insurance:
- i) PROVIDER'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.
 - ii) Within 10 working days after the Effective Date, PROVIDER shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of DISTRICT, PROVIDER agrees to provide a copy of all insurance policies required under this Agreement.
 - iii) Renewal certificates shall be provided to DISTRICT not later than 15 days prior to the expiration of policy coverage.
 - iv) 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.
- c) Insurance Coverages:
- i) Commercial General Liability Insurance: PROVIDER 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.
 - ii) Business Automobile Insurance: PROVIDER 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.
 - iii) Workers Compensation & Employers Liability Insurance: PROVIDER shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance PROVIDER 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.

 PROVIDER shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. PROVIDER 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 PROVIDER is permissibly self-insured for workers' compensation insurance in the State of Nevada, PROVIDER shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.
 - iv) Professional Liability Insurance: PROVIDER shall maintain professional liability insurance applicable to PROVIDER'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 PROVIDER's Work as set forth in this Agreement.

- v) Cyber and Technology Liability Insurance: PROVIDER 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 PROVIDER 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:

- a) PROVIDER shall submit draft reports and other materials for review by prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.
- b) 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 PROVIDER. Corrections and changes to the submission will be made by and resubmitted to for approval within 10 working days after receipt. The final approval will be submitted to within 5 working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21) CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, PROVIDER may furnish DISTRICT with information that PROVIDER has independently determined to be confidential under Nevada law and that PROVIDER will label "Confidential Information". "Confidential Information" means confidential and proprietary information of PROVIDER 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 PROVIDER 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 PROVIDER; (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 PROVIDER recognize DISTRICT duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter DISTRICT duties thereunder or to require DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. DISTRICT 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 Office of General Counsel determines that any document or record supplied by PROVIDER 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 PROVIDER. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to PROVIDER and work with PROVIDER in good faith to coordinate a response to the request and strive to prevent the disclosure of information considered confidential by the Nevada Public Records Act.

Further, PROVIDER 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. The PROVIDER's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

22) USE OF MATERIALS:

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

23) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- a) Due to the sensitive nature of information contained within the project management information system (PMIS), DISTRICT requires that PROVIDER agree to the PMIS terms of use. By entering into this Agreement, PROVIDER agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").
 - i) 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.
 - ii) PROVIDER and its employees will abide by the typical use of protected applications/software, including but not limited to:
 - (1) Authorized users cannot give out their login information to another party.
 - (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.
 - (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.
 - (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.
 - (5) PROVIDER 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.
 - (6) PROVIDER agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
 - iii) PROVIDER agrees not to use the PMIS Services in any way that is unlawful, or harms DISTRICT, its' service providers, suppliers or any other user. PROVIDER 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 PROVIDER or others does not waive its right to act with respect to subsequent or similar breaches.
 - iv) 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 PROVIDER, 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.

- v) **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 PROVIDER'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 PROVIDER has any dispute or claim against DISTRICT or its suppliers with respect to these Terms of Use or the PMIS Services, then PROVIDER's sole and exclusive remedy is to discontinue using the PMIS Services.
- vi) DISTRICT reserves the right to change the Terms of Use and will provide notice of any change to PROVIDER. 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 PROVIDER. PROVIDER may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.
- vii) These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. PROVIDER 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.
- viii) 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.
- ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between DISTRICT and PROVIDER with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between DISTRICT and PROVIDER with respect to the PMIS Services.
- x) The PMIS Services are subject to the intellectual property rights of DISTRICT and to the Nevada public records law.

24) DATA PRIVACY AND SECURITY:

- a) During the course of this Agreement, PROVIDER will create, receive, or have access to the DISTRICT's Facility Information and the Facility Information of the Southern Nevada Water Authority's members ("Authority Members"). The Authority Members include Big Bend Water District, City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Reclamation District, and the Las Vegas Valley Water District. Facility Information means drawings, maps, plans, or records that reveal the DISTRICT's or the Authority Members' 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 Members. Facility Information is deemed to be Confidential Information of the DISTRICT and the Authority Members.

b) PROVIDER shall:

- i) Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including, at a minimum strong password protection and encryption for data at rest and in transit on any network;
- ii) Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;
- iii) Not create, collect, receive, access, or use Facility Information in violation of law;
- iv) Use and disclose Facility Information solely and exclusively for the purposes of providing Work under this Agreement;
- v) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the DISTRICT without the DISTRICT's prior written consent;
- vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the DISTRICT's prior written consent. Authorized Persons means PROVIDER's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable PROVIDER to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement; and
- vii) Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section. PROVIDER acknowledges that it will be liable to the AUTHORITY for any and all damages the AUTHORITY incurs from PROVIDER's failure to ensure that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section.

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

d) Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by PROVIDER 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.

e) PROVIDER shall:

- i) Notify the DISTRICT of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the PROVIDER becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the DISTRICT's contacts listed in the Notices Section below;
- ii) At its own expense, coordinate and fully cooperate with the DISTRICT in the DISTRICT's handling of the matter;

- iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
 - iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and
 - v) Reimburse the DISTRICT for all actual costs incurred by the DISTRICT in responding to and mitigating damages caused by any Security Breach.
- f) PROVIDER acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the DISTRICT irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the DISTRICT is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the DISTRICT may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- g) PROVIDER has completed and provided to DISTRICT the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. PROVIDER 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.
- h) PROVIDER 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:

PROVIDER 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:

PROVIDER shall not assign or transfer its interest in this Agreement without the prior written consent of DISTRICT. If PROVIDER 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:

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

Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

- b) PROVIDER 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 PROVIDER in breach of the Agreement, terminate the Agreement, and designate PROVIDER as non-responsible.

29) EQUAL EMPLOYMENT OPPORTUNITY:

- a) PROVIDER and any subcontractor working under the authority of PROVIDER, 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, PROVIDER shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.
- b) PROVIDER 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. PROVIDER 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 PROVIDER. 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 PROVIDER 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 PROVIDER:	Wunderlich-Malec Engineering, Inc., and its Affiliates Attention: Skyler Brown 6101 Blue Circle Drive Eden Prairie, Minnesota 55343 Skyler.brown@wmeng.com With CC by email to: legal@wmeng.com
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To DISTRICT:	Las Vegas Valley Water District Attention: Brad Callihan 1001 S. Valley View Blvd. Las Vegas, Nevada 89153 brad.callihan@lvvwd.com
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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
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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 PROVIDER is subject to review by DISTRICT to insure contract compliance at the discretion of DISTRICT. PROVIDER 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 PROVIDER. 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 the Paragraph entitled "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, the Paragraphs entitled "Intellectual Property Acknowledgment", "Intellectual Property Assignment", "Indemnification", "Confidentiality and Release of Information", "Data Privacy and Security", "Applicable Law", "Venue", and "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:

- a) 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. PROVIDER's economic hardship and changes in market conditions are not considered Force Majeure Events.
- b) Both the DISTRICT and the PROVIDER have evaluated the effects of COVID-19 on this Agreement. The DISTRICT and the PROVIDER 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.
- c) Where PROVIDER is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and PROVIDER 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 PROVIDER's sole and exclusive remedy for such delay, and PROVIDER shall not be entitled to an increase in the sums due under Agreement. PROVIDER shall provide a revised schedule for performance in accordance with Paragraph 17.2.
- d) 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:

PROVIDER 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:

- a) Notwithstanding any provision herein to the contrary, neither party shall be liable to the other or any third party for any incidental punitive, or consequential damages arising out of or connected in any way to this Agreement or the work performed hereunder.
- b) Notwithstanding the foregoing waiver of consequential damages this waiver shall not apply to:
 - i) Any third-party claims against the DISTRICT;
 - ii) Reasonable costs or losses incurred by the DISTRICT to avoid other direct losses due to the PROVIDER's breach;
 - iii) Property damage;
 - iv) Personal injury or death;
 - v) Fees and costs of any attorneys, experts, court/arbitration, internal staff, or other personnel costs that the DISTRICT expends in addressing the PROVIDER's breach;
 - vi) Fines, levies, or other damages assessed against the DISTRICT by any governmental or regulatory agency related to the PROVIDER's breach;
 - vii) Fraud;
 - viii) Intentional, willful, or reckless misconduct or breach;
 - ix) Breach of confidentiality or data privacy and security obligations; and
 - x) Any other damages that the DISTRICT incurs that are foreseeable and caused by the PROVIDER's breach.
- c) PROVIDER's maximum aggregate liability for any and all claims and damages arising under this Agreement is limited to three (3) times the total cost of the Services as defined in Section 4.

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

**Wunderlich-Malec Engineering, Inc., And Its
Affiliates**

Las Vegas Valley Water District

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

PROVIDER shall provide but not limited to the following professional engineering services to support Infrastructure Management, Maintenance Engineering Division, with engineering projects on an as needed basis as directed by DISTRICT. DISTRICT will issue a written work order that will describe all pertinent requirements of the scope of work and authorize the Services to be performed by PROVIDER. PROVIDER will perform the required services to the highest industry standards and practices, perform all work in accordance with the scheduled time requirements, furnish all required deliverables, attend all required meetings (kickoff meetings, progress meetings, etc.), startup and commissioning, and all other requirements accordingly.

Engineering and Design Services

- Provide control system designs for DISTRICT projects and system expansions.
- Review drawings including Electrical and Process and Instrumentation Diagrams.

System Integration

- Integrate process equipment, instruments, and control system software for process automation.
- Program and configure PLCs and related process automation equipment.
- Program and configure SCADA software.
- Program and configure industrial network devices for use with automation protocols using cybersecurity best practices.

Control Panel Design and Control Panel Fabrication

- Design control panels to meet DISTRICT design standards
- Review DISTRICT provided control panel designs for fabrication
- Provide fabrication and checkout services for designed control panels for Pump Station, Flow Stations, MCCs, LCPs, etc. using DISTRICT provided components including but not limited to, PLCs, I/O cards, chassis, power supplies, and network switches. Fabricator may provide small appurtenances required to complete fabrication under the direction of the DISTRICT.
- Revise DISTRICT drawings for control panel as-builts

WARRANTY. In addition to any standard warranty provided by the manufacturer of equipment and materials furnished by PROVIDER, PROVIDER shall guarantee all workmanship, materials and equipment it has furnished for a minimum period of one year, or the length of the standard warranty provided by the manufacturer, whichever is longer, after the final acceptance of the Work; and if during the guarantee period; any defect or faulty materials are found, it shall immediately, upon notification by DISTRICT, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. PROVIDER shall warrant that all products, material, or equipment provided under this Agreement are fit for the purpose for which they are intended to be used by DISTRICT and in accordance with DISTRICT's design standards and the DISTRICT approved design drawings.

RATES AND FEES

PROVIDER will be compensated for the successful and timely completion and acceptance of all Work performed, after the execution of this agreement, in accordance with PROVIDER's fee schedule, which is attached hereto as Exhibit C, incorporated herein by this reference. Any Work completed by a subconsultant, including compensation, shall be preapproved by DISTRICT.

The fee schedule shall remain firm during the initial term of the Agreement but is subject to change thereafter but no more than one (1) time per contract term, If deemed acceptable by the DISTRICT in writing. The approved fee schedule will be incorporated into this Agreement.

Most Favored Customer Pricing. PROVIDER represents that all of the fees being provided hereunder are equivalent to or better than the fees being offered by PROVIDER to any of its customers for similar volumes of goods and services. If at any time during the term of this Agreement, PROVIDER charges any

customer a lower fee, rate, or price for similar volumes of such comparable goods or services than the corresponding fees charged hereunder, PROVIDER shall immediately apply such lower rate or amount, as applicable, for all rates and fees provided to DISTRICT. Such lower rates or amounts, as applicable, shall apply retroactively to the date on which PROVIDER began charging them to such customer. DISTRICT shall provide written confirmation that it is in compliance with the requirements of this section annually or within a reasonable period of time from DISTRICT's request.

If requested by DISTRICT, PROVIDER shall provide any records, documents, and other evidence directly associated with the performance of Work, within a reasonable time period, identifying actual labor hours worked, by employee type and classification, for each aspect of the project attested to by the PROVIDER's Manager.

EXHIBIT B
TRAVEL EXPENSE REIMBURSEMENT POLICY

PROVIDER will bill all such expenses to DISTRICT at cost without markup. PROVIDER will provide receipts, bills, or other documentation to support expenses billed to the DISTRICT that are not covered under a per diem. At no time will DISTRICT reimburse PROVIDER for any travel time charges. DISTRICT reserves the right to approve all travel plans and expected costs prior to trips.

DISTRICT shall reimburse PROVIDER according to the following expense reimbursement policy utilizing the U. S. General Services Administration travel rates (<http://www.gsa.gov/portal/content/104877>) for the time of travel "GSA Travel Rates".

1) AIR TRAVEL:

- a) Lowest Fare Routing: Air travel should be in economy (coach) class and booked and expensed at the lowest available airfare.
- b) Flight Changes: Any changes to flight reservations which result in an additional cost must be pre-approved by District/Authority.
- c) Additional Fees: The DISTRICT will not reimburse for convenience charges to include, but not limited to, charges for early boarding, assigned seating, or seat upgrades.

2) LODGING:

- a) Hotel Selection: PROVIDER shall invoice DISTRICT using the GSA Lodging Rate. Higher rates must be pre-approved by DISTRICT. If PROVIDER submitted rate is above GSA Lodging Rate without pre-approval, the DISTRICT reserves the right to reimbursement at GSA rate, plus associated taxes calculated at GSA rate only.
- b) Additional Fees: If additional fees are charged in association with lodging (e.g., Resort Fees) the DISTRICT reserves the right to limit reimbursement up to \$30 plus tax.

3) GROUND TRANSPORTATION:

- a) Car Rentals: Cars are to be rented when other means of transportation are unavailable, more costly, or impractical. The use of a rented car should be justifiable as a business need and not as a matter of personal convenience. Mileage will not be reimbursed for rentals. Insurance, GPS units, and other accessories offered by rental agencies will not be reimbursed.
- b) Taxi, Ride Sharing Services, and Other Local Transportation: The cost of ground transportation to and from places of business, hotels, or airports in direct connection with DISTRICT business is reimbursable.
- c) Mileage: PROVIDER shall invoice DISTRICT for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by DISTRICT.

4) MEALS AND INCIDENTALS:

Per Diem: A per diem allowance will be paid for each day of travel. Per diem is to cover all meals and other incidental charges and does not require submission of receipts. PROVIDER shall invoice DISTRICT using the GSA Travel Rate per diem.

Incidental Expense: The following incidental expenses, when directly related to company business, are reimbursable and are not part of per diem expense:

- a) Parking/tolls in connection with operation of personal or rented vehicle. Self-parking charges are preferred; valet parking charges will be reimbursed only if there are no other parking options.
- b) Long-distance telephone calls from hotel related to DISTRICT business are reimbursable.
- c) Internet connection fees if required for DISTRICT business are reimbursable.

5) TIPS:

- a) Tips of any nature are not reimbursable.

ENGINEERING & DESIGN SERVICES

This service category will be provided by WME's Henderson, NV location. Each employee has a standard bill rate that is based on experience and certifications. The table below summarizes the quantities of engineers at each bill rate.

Standard Rates for Nevada Employees		
Classification	Quantity	Rate
E9	1	\$185/hr.
E8	1	\$175/hr.
E7	3	\$165/hr.
E5	1	\$145/hr.
E3	3	\$125/hr.
E2	1	\$115/hr.
E1	1	\$95/hr.

INTEGRATION SERVICES

This service category will also be provided by WME's Henderson, NV location. The bill rates for this category are identical to the bill rates listed above in the Engineering & Design Services category.

PANEL DESIGN & FABRICATION

Panel Design and Fabrication will be provided by WME's panel shop located in Eden Prairie, MN.

LABOR

WME's standard rates for panel design and fabrication are included in the table below.

Standard Rates for Panel Design & Fabrication	
Category	Rate
Design Engineer Labor	\$125/hr.
Fabrication Labor	\$85/hr.
Test Labor	\$95/hr.
CAD Labor	\$95/hr.

EQUIPMENT MARKUP

Purchases totaling less than \$1,000 will include a 30% markup on all hardware. Purchases of \$1,000 or more will include a 15% markup on all hardware.

SHIPPING/FREIGHT

Shipping terms will be FOB destination. Shipping costs will be prepaid by WME and added to customer's invoice at 0% markup.

PROJECT MANAGEMENT SERVICES

This service category will also be provided by WME's Henderson, NV location. The bill rates for this category are identical to the bill rates listed above in the Engineering & Design Services category.

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

October 4, 2022

Subject:

Reject Bid and Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors reject the bid from Builders United LLC and award a contract for construction of a Springs Preserve event site to SHF International LLC in the amount of \$2,107,118, authorize a change order contingency amount not to exceed \$210,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:

The requested \$2,317,118 is available in the District's Capital Budget.

Background:

Commitment No. 009977 for Contract No. 2395L, Springs Preserve Event Site (Contract), is for the installation of fencing, lighting, sidewalks, planting, and irrigation and the construction of a new restroom building with concessions, storage, and electrical rooms, located as generally shown on Attachment A.

Sealed bids were received and publicly opened on August 29, 2022. A tabulation of the bids received is listed below:

Builders United LLC	\$1,646,897
SHF International LLC	\$2,107,118
Notajo LLC dba Blueprint Construction	\$2,440,614
AF Construction Company, Inc.	\$2,899,000

The Builders United LLC proposal was determined to be non-responsive as it did not submit the Two Hour Subcontractor Information in accordance with NRS 338.141. The SHF International LLC (SHF) proposal is therefore considered to be the best bid received as defined by NRS 338.1389. Staff recommends that the Board of Directors reject the Builders United LLC proposal and award the Contract to SHF. The attached agreement provides for SHF to accept and agree to all Contract terms. SHF 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.

CONTRACT NO. 2395L
SPRINGS PRESERVE EVENT SITE





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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	
Number of Clark County Residents Employed:	10
Corporate/Business Entity Name:	SHF International LLC
Doing Business As:	
Street Address:	6000 S. Eastern Ave, Suite 14H
City, State, and Zip Code	Las Vegas, Nevada 89119
Website:	www.shfcontracting.com
Contact Name:	Sam Finkler
Contact Email:	sam@shfcontracting.com
Telephone No:	7023880961
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: *(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?		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)
Sam Finkler	Member	100

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Sam Finkler
Signer Title:	Member
Signer Email:	sam@shfcontracting.com
Signed Date:	2022-09-12

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

09/12/2022
Date

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and SHF International LLC

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:

Title: SPRINGS PRESERVE EVENT SITE

Project No: 2395L

Commitment No: 009977

Public Works Project Identifying Number: CL-2022-474

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 executed this agreement as of the date shown below.

[CONTRACTOR'S NAME]

SHF International LLC

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**

October 4, 2022

Subject:
Construction Award

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

Recommendations:
That the Board of Directors award a contract for pipeline replacements to Wadley Construction, Inc., in the amount of \$4,242,215, authorize a change order contingency amount not to exceed \$420,000, 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. 009988 (2370L), Miscellaneous Pipeline Replacements, Phase IV (Contract), is for the replacement of existing pipelines and appurtenances with approximately 6,900 feet of 8-inch, 10-inch and 12-inch diameter pipeline, hydrants and other appurtenances. The Contract also includes the installation of new lateral connections to existing water meters at five sites, located as generally shown on Attachment A.

Sealed bids were received and publicly opened on August 30, 2022. A tabulation of the bids received is listed below:

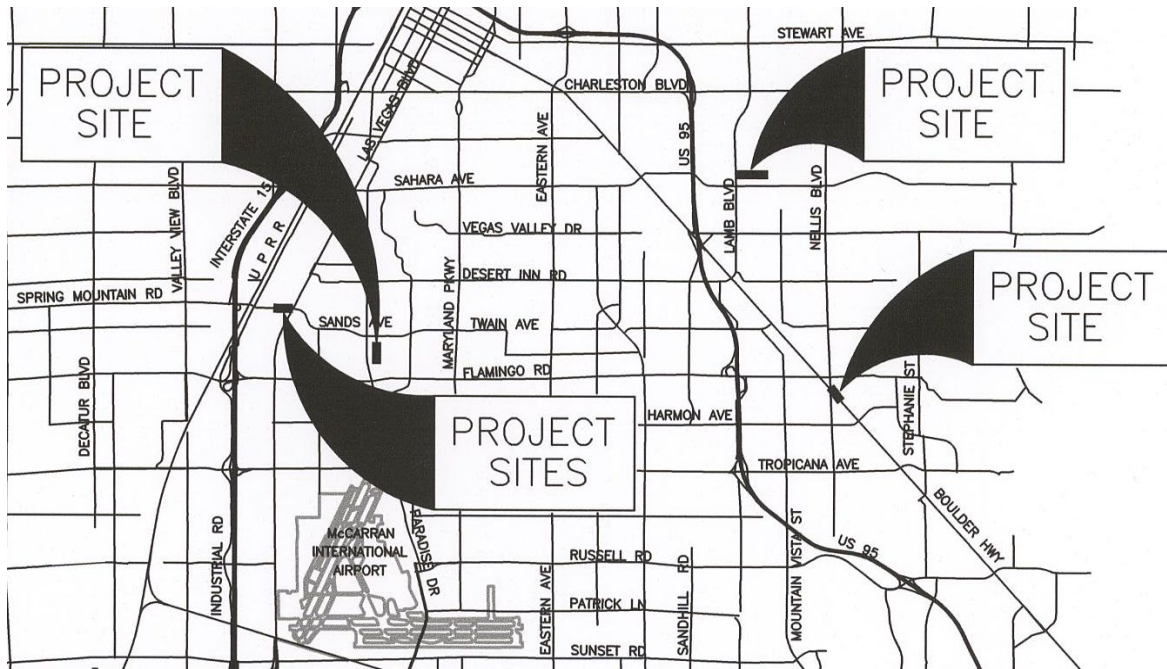
Wadley Construction, Inc.	\$4,242,215
Byrd Underground LLC	\$4,822,307
Acme Underground, Inc.	\$4,827,319

The Wadley Construction, Inc. (Wadley), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for Wadley to accept and agree to all Contract terms. Wadley 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. 2370L (C1564) 009988
MISCELLANEOUS PIPELINE REPLACEMENTS, PHASE IV**





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:	["DVET - Disabled Veteran Owned Business: A Nevada business at least 51 percent owned/controlled by a disabled veteran."]
Number of Clark County Residents Employed:	45
Corporate/Business Entity Name:	Wadley Construction, Inc.
Doing Business As:	
Street Address:	1045 Palms Airport Drive, Ste110
City, State, and Zip Code	Las Vegas, Nevada 89119
Website:	www.wadleyconstruction.com
Contact Name:	Bill Wadley
Contact Email:	bill@impactcompanies.com
Telephone No:	702 597 1010
Fax No:	702 939 9055

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 (Not required for Publicly Traded Corporations/Non-profit organizations)
William J Wadley	President	95
Bill Mulligan	Senior Vice President	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:	William J Wadley
Signer Title:	President
Signer Email:	bill@impactcompanies.com
Signed Date:	2022-05-10

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

05/12/2022

Date

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and Wadley Construction, 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:

Title: MISCELLANEOUS PIPELINE REPLACEMENTS, PHASE IV

Project No: 2370L

Commitment No: 009988

Public Works Project Identifying Number: CL-2022-430

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 executed this agreement as of the date shown below.

[CONTRACTOR'S NAME]

Wadley Construction, Inc.

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**

October 4, 2022

Subject:
Agreement

Petitioner:
David L. Johnson, Deputy General Manager, Operations

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an agreement between Ernst & Young LLP and the District for professional services related to the implementation of conservation initiatives to improve consumption analysis and efficiencies of customer information systems supporting future rate changes and notification processes in an amount not to exceed \$4,425,730 for the period from November 1, 2022, through January 31, 2025.

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:

The District has identified multiple conservation and business operational objectives that can benefit from outside subject matter expertise in Oracle Customer to Meter (C2M), Advanced Metering Infrastructure (AMI), and other platforms. Professional services are needed to accelerate completion of key water conservation goals and objectives while improving District skills and methodologies from experts in the industry. The goals include development of data warehouses and tools to better analyze consumption, billing, and conservation practices; improvement and automation of customer notifications for excessive leaks, trickle notifications, billing, and other related issues; deployment of a new rule-based rate engine to better manage customer water rates; and improvement to the operation of the District's C2M system to advance deployment time of new features and processes related to conservation initiatives.

Eight companies responded to the District's request for proposal. Ernst & Young LLP (EY) was selected to provide technical staffing resources through an extensive review process consisting of multiple departments, including Information Technology, Customer Care & Field Services, Water Resources, and the Conservation Division. EY demonstrated expertise in several selection criteria, including data warehousing and the C2M system knowledge, and familiarity with the District's systems.

If approved, the attached Agreement to Provide Professional Services (Agreement) provides for EY's provision of services related to the implementation of conservation initiatives to improve consumption analysis; the provision of more timely customer notification of usage, leaks, and compliance issues; and the improvement of efficiencies within the C2M system operations (Services). The total cost of the Services under the Agreement is \$4,025,730. The requested amount of \$4,425,730 includes a 10 percent contingency.

This Agreement is being entered into pursuant to NRS 332.115.1(b) and Sections 1(5) and 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

JJE:DLJ:KSW:JDP:JHH:CH:jo
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:	Partnership
Business Designation Group:	
Number of Clark County Residents Employed:	110
Corporate/Business Entity Name:	Ernst & Young LLP
Doing Business As:	EY US
Street Address:	One Manhattan West, 395 9th Avenue
City, State, and Zip Code	New York, New York 10001
Website:	www.ey.com
Contact Name:	Chad Hamilton
Contact Email:	chad.hamilton@ey.com
Telephone No:	+1 212 773 3000
Fax No:	+1 866 958 1409

Nevada Local Business Information (if applicable)

Local Street Address:	3800 Howard Hughes Pkwy, Suite 1450
City, State, and Zip Code	Las Vegas, NV 89169
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	+1 702 267 9000
Fax No:	+1 702 267 9010

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>
100% Employee Owned with no one employee owning 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 (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:	Chad Hamilton
Signer Title:	Principal
Signer Email:	chad.hamilton@ey.com
Signed Date:	2022-04-21

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.

Corinna Hale

Signature

Corinna Hale / Purchasing Supervisor

Print Name/Title

8/31/22

Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Ernst & Young LLP, hereinafter called "CONSULTANT" and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called "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 in accordance with the terms of this Agreement.
- 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 the fees set forth in **Exhibit A** within 30 calendar days after the date the invoice is received and approved by DISTRICT.

3.4. Travel expenses will be reimbursed as set forth in Exhibit B, which is attached herewith and made a part of this Agreement.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$4,425,730.00 for the project.

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. CONSULTANT does not have responsibility for technical accuracy of information that may be provided by the DISTRICT in connection with CONSULTANT'S performance of the Services and CONSULTANT may rely upon such information. 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 deliverables are prepared in a professional and workmanlike manner 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. In the event of an early termination of this Agreement before CONSULTANT'S completion of final deliverables, CONSULTANT shall deliver any work in progress that DISTRICT may request delivery of in writing. Consultant shall deliver such works in progress "as is" in their current state and without representations or warranties, express or implied, given that the works in progress are not completed final deliverables. 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.

5.7. CONSULTANT when coming on-site will have a Daily Wellness Survey.

5.7.1. Prior to entering the Site, the Contractor, its employees, and all Subcontractors or sub-consultants and their respective employees are required to fill out a wellness survey provided to Contractor by Owner for monitoring potential COVID-19 exposure. The questions may potentially include:

5.7.2. Do you have a fever greater than 100.4?

5.7.3. Do you have a cough?

5.7.4. Are you experiencing shortness of breath?

5.7.5. Do you have a sore throat?

5.7.6. Do you have symptoms of illness with flu-like symptoms, e.g., chills?

5.7.7. Have you been in prolonged close contact or at home with someone who has any of the above symptoms?

5.7.8. Have you had prolonged close contact with persons with confirmed COVID-19 or being tested for COVID-19?

5.7.9. The Contractor, its employees, and all Subcontractors or sub-consultants and their respective employees that have any symptoms of COVID-19, or prolonged close contact with persons with COVID-19 or symptoms of COVID-19, may not be permitted to access the site.

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, IT Desk, Information Technology, telephone number (702) 258-3145, 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. RESERVED.

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. CONSULTANT shall retain ownership of intellectual property owned by CONSULTANT as of the effective date of this Agreement or developed by or on behalf of CONSULTANT outside the scope of Services performed under this Agreement (collectively, "Preexisting Intellectual Property"). To the extent Preexisting Intellectual Property is incorporated into and Work Product, CONSULTANT hereby grants to DISTRICT a fully

paid, nonexclusive, perpetual license to use, copy, and redistribute the Preexisting Intellectual Property to the extent necessary for DISTRICT to make full use of 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.
- 9.3. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all 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.
- 9.4. 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 if doing so would result in CONSULTANT being in violation of applicable law or professional standards related to conflicts of interest.

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. CONSULTANT may rely upon information provided by or on behalf of DISTRICT to CONSULTANT in connection with CONSULTANT's performance of the Services ("Client Information") and unless agreed upon in writing, CONSULTANT shall not be responsible for verifying that Client Information is accurate.

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; LIMITATION OF LIABILITY

CONSULTANT shall indemnify, hold harmless, and defend without cost to DISTRICT, its Board of Directors and its officers, agents, and employees ("DISTRICT Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of third party 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; gross negligence of CONSULTANT Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. 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 DISTRICT Parties by giving written notice of the assumption to CONSULTANT. DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified 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 DISTRICT Parties applies to all insurance policies of CONSULTANT, whether primary, excess or umbrella coverage is provided to CONSULTANT.

Neither Party may recover from the other Party, in contract or tort, under statute otherwise, consequential, indirect, or punitive damages in connection with claims arising out of this Agreement or otherwise related to the Services. CONSULTANT'S aggregate liability for any claims arising out of this Agreement or otherwise related to the Services shall not exceed the lesser of (1) three times the fees paid, payable, or to be paid by the DISTRICT under this Agreement, or (2) US\$1,000,000. Notwithstanding the foregoing, this LIMITATION OF LIABILITY shall not apply to claims for damages for bodily injury (including death) or damage to (including loss of) tangible or real property, claims for losses arising out of the willful misconduct, or claims for damages arising out of CONSULTANT's failure to pay subcontractors or failure to pay employee withholding, benefits, or workers' compensation insurance.

CONSULTANT shall be solely responsible for performance of the Services. DISTRICT may not make a claim or bring proceedings relating to the Services against any other Ernst & Young member firm. DISTRICT shall make any claim or bring proceedings only against CONSULTANT.

17. INSURANCE:

17.1. General:

17.1.1. 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 CONSULTANT of any changes to their insurance coverage.

- 17.1.2. DISTRICT shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, excess and/or umbrella liability policies (which CONSULTANT may satisfy with a blanket additional insured endorsement). 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 for claims arising from CONSULTANT'S sole negligence.
- 17.1.3. 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.
- 17.1.4. If CONSULTANT fails to procure and maintain the insurance as required herein, DISTRICT may terminate this Agreement.

17.2. Evidence of Insurance:

- 17.2.1. 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.
- 17.2.2. 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 where there is a claim and coverage is disputed, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement.
- 17.2.3. Renewal certificates shall be provided to DISTRICT not later than 15 days prior to the expiration of policy coverage.
- 17.2.4. CONSULTANT shall 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.

17.3. Insurance Coverages:

- 17.3.1. 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.
- 17.3.2. 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.
- 17.3.3. 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.

- 17.3.4. 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.
- 17.3.5. 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.

18. 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. CONSULTANT may terminate this Agreement upon written notice if CONSULTANT reasonably determines that termination is required for CONSULTANT to maintain compliance with professional standards related to conflicts of interest and auditor independence administered by the American Institute of Certified Public Accountants, Securities and Exchange Commission, and Public Company Accounting Oversight Board.

CONSULTANT's project lead or his/her designee may terminate this Agreement on 90 days prior written notice.

19. REVIEWS: INTENTIONALLY LEFT BLANK.

20. 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, technical, or academic journal, the Internet, radio, television, and presentations to professional, technical, academic, and/or other groups or conferences.

21. USE OF MATERIALS:

21.1. 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.

21.2. 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.

22. DATA PRIVACY AND SECURITY:

22.1. Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

22.2. CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by DISTRICT.

22.3. CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.

22.4. CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

22.5. CONSULTANT agrees to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

23. RECORDS:

CONSULTANT shall retain financial records supporting amounts invoiced under 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.

24. 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.

25. 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.

26. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

26.1. 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.

26.2. 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.

27. EQUAL EMPLOYMENT OPPORTUNITY:

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

27.2. 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.

28. APPLICABLE LAW:

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

29. VENUE:

The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada. The parties waive the right to jury trial in connection with any court proceedings related to this Agreement.

30. RESERVED.

31. 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.

32. WAIVER:

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

33. CAPTIONS:

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

34. 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.

35. 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.

36. 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:

Ernst & Young LLP
Attention: Chad Hamilton
One Manhattan West, 395 9th Avenue
New York, New York 10001
Chad.Hamilton@ey.com

To DISTRICT:

Las Vegas Valley Water District
Attention: IT Designee
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
jonathan.pickus@lvvwd.com

With copy to:
(excluding invoices)

Las Vegas Valley Water District
Attn: General Counsel
1001 S. Valley View Blvd, MS 475
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.

37. 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.

38. 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.

39. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 38 (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 and Limitation of Liability), 20 (Confidentiality and Release of Information), 22 (Data Privacy and Security), 28 (Applicable Law), and 29 (Venue), 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.

40. FORCE MAJEURE:

40.1. 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.

40.2. 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.

40.3. Where the 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 this Agreement. Consultant shall provide a revised schedule for performance in accordance with Paragraph 17.2.

40.4. 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.

41. 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.

42. 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.

ERNST & YOUNG LLP

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES
LVVWD CONSERVATION CDT WITH C2M & AMI

Table of Contents

1	Introduction.....	13
2	Scope of Services.....	13
2.1	Azure Data Warehouse and BI Dashboards	14
2.2	Improve and automate customer notification processes for CDT Programs	17
2.3	Migrate Component Based rate engine to new C2M Calculation Rule Based rate engine	20
2.4	Automated testing based on the Selenium/Oracle C2M IWS platform.....	22
2.5	Automate Residential Start/Stop Service via the Web Portal and the Mobile App.....	25
2.6	2023 Rate Change Support.....	27
2.7	Additional C2M/CDT Support Services	28
3	Period of Performance	28
4	EY Resourcing.....	28
5	Resource Cost Per Hour:.....	29
6	Responsibilities of EY	30
7	Other Considerations	30
8	Additional Terms.....	31
i.	Acceptance	31
ii.	Governance.....	31
iii.	Change Order Management.....	32
iv.	Escalation	33
v.	Payment Terms and Structure.....	33
9	ATTACHMENT A - Identified CDT initiatives & Projects.....	34
10	ATTACHMENT B – Data Warehouse Star Schema(s) Examples	38
11	ATTACHMENT C - Potential Notification Requirements.....	39
	Future Notifications	39

STATEMENT OF WORK

1 Introduction

Las Vegas Valley Water District (LVVWD) has embarked on several initiatives in support of the Organization's conservation strategic plan. These include the deployment of a new Customer Information System (CIS), and the installation of Advanced Metering Infrastructure (AMI) technology. These technologies will be leveraged to improve consumption reporting and provide a timelier customer notification of usage, leaks, and compliance issues. The District has partnered with Ernst & Young LLP (EY) for IT professional and technical services to further leverage the capabilities and information of the CIS and AMI systems. LVVWD current CIS system includes the following:

- Oracle's Customer to Meter (C2M) v2.7.0.3
- Oracle Database 19c on Summer of 2022 (single instance for all enterprise systems)
- Itron's Field Collection System (FCS) / Fixed Network (AMI)
- Itron's Water Communication Module 100W/100W+ ERT
- Selenium 4.1.0/Oracle C2M IWS
- Microsoft Power BI/Office 365 Apps

EY will provide Subject Matter Resources (SMRs) in Oracle Customer to Meter (C2M) and other related areas to compliment the IT Application Development Team 2 (ITAD2) and Customer Care & Field Services (CC&FS) staff in implementing projects that support water conservation goals. Key objectives of this engagement are to implement and configure automated customer notifications, a new customer rate engine, facilitate access to conservation and consumption data and related analytics and incorporate Selenium/Oracle C2M IWS-based and Web API automated testing within the C2M platform. Deliverables include the implementation of a Microsoft Azure-based Data Warehouse and Power BI dashboards/apps based on information from C2M, AMI and other sources.

EY SMR's will engage directly with IT and CC&FS staff to ensure an integrated development effort and provide knowledge transfer under LVVWD project management leadership.

2 Scope of Services

EY will provide consultant(s) to LVVWD to help implement the following initiatives:

Develop Azure Data Warehouse, BI dashboards, and associated processes to support Conservation Cross Departmental Team (CDT) reporting and analysis needs. Throughout the process EY, IT and CC&FS (Team) will use C2M and AMI to perform other types of data analysis to identify potential conservation opportunities that have been identified in the Conservation CDT and incorporate these into the Azure Data Warehouse.

1. Improve and automate customer segmentation & notification processes to support Conservation CDT initiatives which include excessive leaks, trickle notifications, billing, and others.
2. Automate residential Start/Stop Service via the web portal and the mobile app.
3. Migrate Component Based rate engine to the new C2M Calculation Rule Based rate engine.
4. Support the configuration and testing of new rates for the 2023 calendar year.
5. Convert C2M-based manual tests to automated testing based on the Selenium/Oracle C2M IWS platform and Web API based testing platform.
6. Provide additional development services as requested by LVVWD. These services will be documented in a formal Change Request to this agreement executed by both parties before work will begin.

LVVWD will be responsible for overall project management and achievement of the scope and objectives outlined in this SOW. EY may provide project management and quality assurance support as needed to support the engagement. This is a time and materials engagement; the SOW engagement hours are estimates based on project and task scoping assumptions. Appropriate project management tactics will be in effect to modify tasks and level of effort based on unforeseen changes in scope of work activities.

Tasks	Estimated Start Date	Estimated End Date	Costs
Task 1 - Azure Data Warehouse and BI Dashboards	11/1/2022	4/23/2024	\$1,160,530
Task 2 - Improve and automate customer notification processes for CDT Programs	12/27/2022	12/19/2023	\$760,100
Task 3 - Migrate Component Based rate engine to new C2M Calculation Rule Based rate engine	4/30/2024	10/22/2024	\$487,500
Task 4 - Automated testing based on the Selenium/Oracle C2M IWS platform	11/1/2022	7/21/2023	\$553,600
Task 5 – Automate residential Start/Stop Service via the web portal and the mobile app.	10/31/2023	6/4/2024	\$458,200
Task 6 - 2023 Rate Change Support	11/1/2022	12/20/2022	\$79,800
Task 7 – Additional C2M/CDT Service	TBD	TBD	\$500,000
Services Total			\$3,999,730
Travel Costs			\$26,000
Total Costs			\$4,025,730

2.1 Azure Data Warehouse and BI Dashboards

1. Description of Work:

- a. Develop Azure Data Warehouse using Microsoft Synapse, BI dashboards, and associated processes to support Conservation Cross Departmental Team (CDT) reporting and analysis needs. This effort will develop a corporate data warehouse and data marts using Microsoft Synapse, BI dashboards, and associated processes to support Conservation Cross Departmental Team (CDT) reporting and analysis needs. The work will adhere to Information Technology's Data Warehouse Recommended Practices and Standards (7/25/2022).

2. High level Requirements:

- a. Release 1 – The phase will create the data lake and data warehouse based on a daily consumption star schema design with daily consumption as the fact table and service point/premise, customer, and meter data as dimension data. Microsoft BI reports and dashboards will be developed based on use cases that support the CDT initiatives.
- b. Release 2 – This effort will incorporate billing information into the data lake and data warehouse schemas as an added dimension for analysis and reporting.
- c. Release 3 - Hourly consumption information will be incorporated into the data lake and data warehouse schemas, reports and dashboards will be updated to reflect this added dimension.
- d. Release 4 - Other additional data will be added to the system based on need and prioritization.

3. High Level Tasks

- a. Value Use Case rationalization and Solution Design (6 Weeks)
 - i. Planning
 - ii. Confirm Requirements and Success criteria
 - iii. Identify and Confirm Use Cases
- b. Azure service provisioning, data connectivity and access confirmed, data engineering begins (4 Weeks)
- c. Release 1 – End to End Development (14 Weeks)

- i. Release Planning and Scoping
 - ii. Design Data model.
 - iii. Transform data.
 - iv. Develop Visualizations.
 - v. Review visualizations for feedback.
 - vi. Add feedback to sprint backlog.
 - vii. Reaffirm success criteria.
 - d. Release 2 – End to End Development (20 Weeks)
 - i. Release Planning and Scoping
 - ii. Design Data model.
 - iii. Transform data.
 - iv. Develop Visualizations.
 - v. Review visualizations for feedback.
 - vi. Add feedback to sprint backlog.
 - vii. Reaffirm success criteria.
 - e. Release 3 – End to end development (15 Weeks)
 - i. Release Planning and Scoping
 - ii. Design Data model.
 - iii. Transform data.
 - iv. Develop Visualizations.
 - v. Review visualizations for feedback.
 - vi. Add feedback to sprint backlog.
 - vii. Reaffirm success criteria.
 - f. Release 4 - End to end development (15 Weeks)
 - i. Release Planning and Scoping
 - ii. Design Data model.
 - iii. Transform data.
 - iv. Develop Visualizations.
 - v. Review visualizations for feedback.
 - vi. Add feedback to sprint backlog.
 - vii. Reaffirm success criteria.
 - g. Transition (4 Weeks)
4. EY Staffing:
- a. Executive QA
 - b. Project Manager
 - c. C2M Functional Architect
 - d. Senior Data Engineer
 - e. Data Engineer (Offshore)
 - f. Report Developer (Offshore)
5. LVVWD Staffing:
- a. Project Management
 - b. Product Owner
 - c. Scrum Master

- d. Data Engineer
- e. Report Developer
- f. Tester

6. Timeline:

- a. Estimated duration is 78 Weeks
- b. Tasks, Hours, and Costs

Figure 1 - Tasks and Costs for Development of Azure Data Warehouse and BI Dashboards

Task #	Task Description	Weeks	Hours	Cost
1	Planning	2	100	\$22,200
2	Define Analytics Requirements and Success Criteria	2	160	\$36,000
3	Confirm and Prioritize Analytics Use Cases	2	360	\$51,400
4	Provision Azure Services and Develop Data Connectivity	4	600	\$75,200
5	Release 1 a. Design Data Model b. Transform Data c. Develop Visualizations d. Review Visualization for Feedback e. Add Feedback to Release Backlog f. Reaffirm Success Criteria	14	2102	\$263,900
6	Release 2 a. Design Data Model b. Transform Data c. Develop Visualizations d. Review Visualization for Feedback e. Add Feedback to Release Backlog f. Reaffirm Success Criteria	20	1875	\$263,100
7	Release 2 a. Design Data Model b. Transform Data c. Develop Visualizations d. Review Visualization for Feedback e. Add Feedback to Release Backlog f. Reaffirm Success Criteria	15	1410	\$197,550
8	Release 2 a. Design Data Model b. Transform Data c. Develop Visualizations d. Review Visualization for Feedback e. Add Feedback to Release Backlog f. Reaffirm Success Criteria	15	1410	\$197,500
9	Transition	4	286	\$53,105
TOTALS		74	8303	\$1,160,530

7. Deliverable and Work Products:

- a. Roadmap of prioritized value use cases

- b. Solution Design and Implementation Plan for Releases
 - c. Azure Services provisioned and data connectivity/access confirmed
 - d. Data Engineering Continued, Initial Visualizations and Data Model available
 - e. Each release will have visualizations available, identified during the roadmap planning phase.
 - f. Backlog list of use cases
 - g. Transition plan and Runbook
8. Assumptions:
- a. One objective LVVWD has is using the creation of the reporting solution to perform data analysis on meter data to identify potential conservation opportunities. This will be attempted as one of the use cases but given the uncertainty regarding the data and objectives it may not be possible or too complex. In that case other use cases will be identified to be performed.
 - b. JDBC/ODBC access to Oracle C2M is available to extract data.
 - c. Azure subscription is available for EY to provision services.
 - d. EY's secure cloud design practices for Azure services will be used to design and provision services.
 - e. CDC software licenses to extract incremental data from C2M is available.

2.2 Improve and automate customer notification processes for CDT Programs

1. Description of Work:
 - a. Customer notifications are involved in many of the CDT initiatives with the objective of improving customer response time in correcting water waste issues and leaks. This effort will develop a notification architecture to facilitate notification based on channels, customer segmentation (meter size and other parameters), customer preferences, frequency, and events (leaks, continuous flow, watering restrictions, high usage etc.).
2. High level Requirements:
 - a. Develop Notification Architectural Solution based on business requirements
 - b. Implementation of Future Notifications (as identified in Attachment C)
3. High Level Tasks:
 - a. Functional Strategy and Requirements Definition (2 Weeks)
 - b. Architecture Requirements Definition (2 Weeks)
 - c. Middleware Software Selection (if necessary) (0 Weeks)
 - d. Middleware Software installation and configuration of required environments (4 Weeks)
 - e. Notification Implementation (36 Weeks)
 - i. Release 1 - Sunday Watering expansion (20 Weeks)
 1. Notification Process Foundation
 - a. Design
 - b. Development
 - c. Testing
 - d. Deployment
 2. Sunday Watering expansion Functionality
 - a. Design
 - b. Development
 - c. Testing
 - d. Deployment
 - ii. Release 2 - Excessive Leak Improvements (8 Weeks)
 1. Design
 2. Development

- 3. Testing
 - 4. Deployment
 - iii. Release 3 - Trickle Leak (Continuous Flow) (8 Weeks)
 - 1. Design
 - 2. Development
 - 3. Testing
 - 4. Deployment
 - iv. Release 4 - Proactive Notification of Continuous Flow (8 Weeks)
 - 1. Design
 - 2. Development
 - 3. Testing
 - 4. Deployment
 - v. Release 5 – Automation of manual processes (as identified in Attachment C) (5 Weeks)
 - 1. Design
 - 2. Development
 - 3. Testing
 - 4. Deployment
- 4. EY Staffing:
 - a. Executive Quality Assurance
 - b. Program Manager
 - c. Functional Architect
 - d. Technical Architect
 - e. Designer/Developer (Offshore)
 - f. Developer (Offshore)
- 5. LVVWD Staffing:
 - a. Project Management
 - b. Product Owner
 - c. Scrum Master
 - d. Technical Architect
 - e. Designer/Developer
 - f. Tester
- 6. Timeline:
 - a. Estimated Duration: 52 Weeks
 - b. Tasks, Hours, and Costs

Figure 2 – Tasks and Costs to Improve and Automate Customer Notification Processes

Task #	Task Description	Weeks	Hours	Cost
1	Functional Strategy and Requirements Definition	2	126	\$29,500
2	Architecture Requirements Definition	2	126	\$29,500
3	Middleware Software Installation and Configuration of Required Environments	4	572	\$77,400
4	Release 1 - Sunday Watering Expansion 1. Notification Process Foundation a. Design b. Development c. Deployment d. Testing 2. Sunday Watering Expansion Functionality a. Design b. Development c. Deployment d. Testing	20	2590	\$324,900
5	Release 2 - Excessive Leak Improvements a. Design b. Development c. Deployment d. Testing	8	904	\$99,600
6	Release 3 - Trickle Leak (Continuous Flow) a. Design b. Development c. Deployment d. Testing	8	904	\$99,600
7	Release 4 - Proactive Notification of Continuous Flow a. Design b. Development c. Deployment d. Testing	8	904	\$99,600
TOTALS				
		52	6126	\$760,100

7. Deliverable and Work Products:

- a. Functional/Architecture Notification Strategy and Requirements Definition
- b. To Be Business Process
- c. Data Architecture Flow Definition
- d. Functional Designs
- e. Technical Designs
- f. Configuration
- g. Development Objects
- h. Testing Plan and Scripts
- i. Testing Results

8. Assumptions.

- a. No time or effort factored in for procurement of any required software that would likely necessitate a break in the work
- b. EY and LVVWD will create the C2M functionality to trigger and send the notification with required data to LVVWD's notification architecture
- c. LVVWD will be responsible for all other aspects to deliver notification to the customer

2.3 Migrate Component Based rate engine to new C2M Calculation Rule Based rate engine

1. Description of Work:

- a) C2M currently supports two types of rate engines. Rate engines are modules used to calculate rates based on various factors. LVVWD service rates are currently managed using the Component Base Rate Engine, which has been available under the previous Customer Care & Bill System. C2M introduced a new Calculation Rule Base Engine (Rule Base Engine) which provides additional capabilities over the legacy Component Base Engine and will be supported in all future versions of the C2M software. The legacy Component Base Engine is expected to be depreciated in future versions of C2M.
- b) This task will configure the C2M system to calculate water rates based on the new C2M Rule Base Engine and optimize rate calculations based on service rules.

2. High level Requirements:

- a) Convert every existing rate to the new calculation rule-based engine in iterative process, running both rate engines at the same time
- b) Utilize calculation groups to limit calculation rules required

3. High Level Tasks

- i) Release 1 – Design, Development, Testing and Deployment of Seasonal Excessive Use Charge rates (10 Weeks)
 - (1) Design (2 Weeks)
 - (2) Develop (3 Weeks)
 - (3) Test (4 Weeks)
 - (4) Deploy (1 Week)
- ii) Release 2 – Design, Development, Testing and Deployment of LVVWD/SNWA Rates (8 weeks)
 - (1) Design (1 Week)
 - (2) Develop (2 Weeks)
 - (3) Test (4 Weeks)
 - (4) Deploy (1 Week)
- iii) Release 3 - Design, Development, Testing and Deployment of rural water district rates such as Big Bend Water District and Blue Diamond (8 weeks)
 - (1) Design (1 Week)
 - (2) Develop (2 Weeks)
 - (3) Test (4 Weeks)
 - (4) Deploy (1 Week)

4. EY Staffing:

- a) Executive Quality Assurance
- b) Program Manager
- c) Functional Architect
- d) Functional Analyst
- e) Senior Functional Analyst (Offshore)

5. LVVWD Staffing:
 - a) Project Management
 - b) Product Owner
 - c) Scrum Master
 - d) Functional Architect
 - e) Tester
6. Timeline:
 - a) Estimated Duration: 24 Weeks
 - b) Tasks, Weeks, Hours, Costs

Figure 3 – Migrate Component Base Rate Engine to New C2M Calculation Rule Base Engine

Task #	Task Description	Weeks	Hours	Cost
5	Release 1 - Design, Development, Testing and Deployment of Seasonal Excessive Use Charge Rates a. Design (2 Weeks) b. Develop (3 Weeks) c. Test (4 Weeks) d. Deploy (1 Week)	10	1230	\$187,500
6	Release 2 - Design, Development, Testing and Deployment LVVWD/SNWA Rates a. Design (1 Weeks) b. Develop (2 Weeks) c. Test (4 Weeks) d. Deploy (1 Week)	8	984	\$150,000
7	Release 3 - Design, Development, Testing and Deployment of Rural Water District Rates including Big Bend Water District and Blue Diamond a. Design (1 Weeks) b. Develop (2 Weeks) c. Test (4 Weeks) d. Deploy (1 Week)	8	984	\$150,000
TOTALS		26	3198	\$487,500

7. Deliverable and Work Products:
 - a) Rate Design Strategy
 - b) Rate Functional Designs
 - c) Rate Configuration
 - d) Unit Test Results
 - e) UAT Test Plan, Scripts, and Results
 - f) Parallel Full Volume Test Plan and Results
 - g) Cut Over Plan
 - h) Cut Over Execution Results
8. Assumptions.
 - a) Current rates are using bill determinants from MDM

- b) No major enhancements would be included in the migration due to rate policy changes during the work
- c) This is treated as a separate project with its own release to production
- d) No distribution code changes
- e) No reporting changes
- f) No current enhancements exist that would require conversion
- g) Cancel Rebill timeframe must be identified

2.4 Automated testing based on the Selenium/Oracle C2M IWS platform

1. Description of Work:

- a. The objective of automated testing is to use software to ensure that configuration and data changes to the C2M system work as expected and do not cause errors in other parts of the system. The automated testing task will accelerate and support the CDT efforts in annual rate changes, customer notification processes for CDT programs, migrate component-based rate engine to new C2M calculation rule based rate engine, and CDT related integration tests.
- b. Currently manual testing is performed to validate system changes which takes considerably more time to perform, validate and promote changes to production. Automated testing will facilitate feature implementation and system management over time including rate and notification management.
- c. This effort will establish an automated testing framework based on the Selenium/Oracle C2M IWS platform and create approximately 200 automated test scripts for regression testing of key functional areas.

2. High level Requirements:

- a. Establish an automated testing framework to run automated
- b. Create 200+ automated Selenium/Oracle C2M IWS test scripts to run regression test across agreed upon functional areas
- c. Create 20+ automated Selenium/Oracle C2M IWS test scripts to prepare data sets for manual testing for staff

3. High Level Tasks:

- a. Planning and Framework Installation (6 Weeks)
 - i. Define the testing architecture framework and requirements
 - ii. Install the automated testing tool framework
 - iii. Identify Test Scripts to be developed
 - iv. Prioritize test script development and define releases
- b. Release 1 - Base Customer/Field Services Test Script Development Part 1 (12 Weeks)
 - i. Confirm Test Scripts to be developed
 - ii. Test Script Creation
 - 1. Define the steps for each test case
 - 2. Define the data selection query
 - 3. Build the automates test case
 - 4. Run the testcase and confirm the results
 - 5. Publish the test case to the scheduler
 - iii. Test Script Management and Execution
 - 1. Publish the Dashboard for test case development and execution
 - 2. Develop the process for automated execution of the group(s) of test scripts to be executed together
 - 3. Establish schedule for execution
 - 4. Execute the test scripts and publish results
- c. Release 2 - Base Customer/Field Services Test Script Development Part 2 (8 Weeks)

- i. Confirm Test Scripts to be developed
 - ii. Test Script Creation
 - iii. Test Script Management and Execution
 - d. Release 3 – Base Billing Test Script Development (6 Weeks)
 - i. Confirm Test Scripts to be developed
 - ii. Test Script Creation
 - iii. Test Script Management and Execution
 - e. Release 4 – Base Payment/Collections Test Script Development (6 Weeks)
 - i. Confirm Test Scripts to be developed
 - ii. Test Script Creation
 - iii. Test Script Management and Execution
- 4. EY Staffing:
 - a. Executive Quality Assurance
 - b. Program Manager
 - c. Functional Architect
 - d. Senior Technical Analyst
 - e. Senior Technical Analyst (Offshore)
 - f. Technical Analyst (Offshore)
- 5. LVVWD Staffing:
 - a. Project Management
 - b. Product Owner
 - c. Scrum Master
 - d. Script Developer
 - e. Tester
- 6. Timeline:
 - a. Estimated Duration: 39 Weeks
 - b. Tasks, Weeks, Hours, and Costs:

Figure 4 - Automated Testing Based on Selenium/Oracle C2M IWS Platform

Task #	Task Description	Weeks	Hours	Cost
1	Planning and Framework Installation (6 Weeks) i. Define the testing architecture framework and requirements ii. Install the automated testing tool framework iii. Identify Test Scripts to be developed iv. Prioritize test script development and define releases	6	615	\$ 90,450
2	Release 1 - Base Customer/Field Services Test Script Development Part 1 i. Confirm Test Scripts to be developed ii. Test Script Creation 1. Define the steps for each test case 2. Define the data selection query 3. Build the automates test case 4. Run the testcase and confirm the results 5. Publish the test case to the scheduler iii. Test Script Management and Execution 1. Publish the Dashboard for test case development and execution 2. Develop the process for automated execution of the group(s) of test scripts to be executed together 3. Establish schedule for execution 4. Execute the test scripts and publish results	12	1650	\$ 194,700
3	Release 2 - Base Customer/Field Services Test Script Development Part 2 i. Confirm Test Scripts to be developed ii. Test Script Creation iii. Test Script Management and Execution	8	980	\$ 102,200
4	Release 3 – Base Billing Test Script Development i. Confirm Test Scripts to be developed ii. Test Script Creation iii. Test Script Management and Execution	6	980	\$ 102,200
5	Release 4 – Base Payment/Collections Test Script Development i. Confirm Test Scripts to be developed ii. Test Script Creation iii. Test Script Management and Execution	6	613	\$ 64,050
Totals		38	4838	\$ 553,600

7. Deliverable and Work Products:

- a. Testing Framework Document
- b. Testing Framework Installed
- c. Test Case Listing
- d. Automated test cases developed
- e. Execution of test cases
- f. Test Case execution results
- g. Test Case Group Definition
- h. Test Case Dashboard

8. Assumptions.

- a. Required Technical architecture is available
- b. The functionality is available.
- c. RDP provided with access needed to set up the tool

2.5 Automate Residential Start/Stop Service via the Web Portal and the Mobile App.

1. Description of Work:

- a. The goal of this task is to reduce the number and duration of contact center calls related to start, stop and transfer of water services. These types of service management calls account for the biggest impacts to the District's customer contact center, with some calls taking as long as 30 minutes to resolve. The CDT initiatives, including service rate changes and compliance letters are expected to drastically increase contact volumes to the customer service center. Automating start/stop/transfer services via web and the District's mobile application will free up resources to address conservation related customer calls.
- b. Future Consideration:
 - i. C2M version 2.8 and 2.9 have base functionality for Start/Stop/Transfer
 - ii. Future tech DB Link, IWS, REST, JSON vs. 2.7 SOAP
 - iii. A new web portal might get deployed

2. High level Requirements:

- a. Automate Residential Start Service of new customers
 - i. Do Credit checks and deposits
- b. Automate Residential Start Service of existing customers
- c. Automate Residential Stop Service
- d. Automate Residential Transfer Service
- e. Automated Commercial Start/Stop/Transfer services
- f. Automated Multi-Family & Others Start/Stop/Transfer services

3. High Level Tasks

- a. High Level Solution Design (4 Weeks)
 - i. Requirement Workshops and Definition
 - ii. Process Flow Design
 - iii. Release Confirmation
- b. Release 1 – Residential Start/Stop/Transfer Service (8 Weeks)
 - i. Design
 - ii. Development
 - iii. System and UAT Testing
 - iv. Deployment
- c. Release 2 – Commercial Start/Stop/Transfer Service (10 Weeks)
 - i. Design
 - ii. Development
 - iii. System and UAT Testing
 - iv. Deployment
- d. Release 3 – Multi-Family Other Start/Stop/Transfer Service (10 Weeks)
 - i. Design
 - ii. Development
 - iii. System and UAT Testing
 - iv. Deployment

4. EY Staffing:

- a. Executive Quality Assurance
- b. Program Manager

- c. Functional Architect
 - d. Designer/Developer (Offshore)
 - e. Developer (Offshore)
5. LVVWD Staffing:
- a. Project Management
 - b. Product Owner
 - c. Scrum Master
 - d. Functional Architect
 - e. Tester
6. Timeline:
- a. Estimated Duration: 32 Weeks
 - b. Tasks, Weeks, Hours, Costs

Figure 5 - Automate Residential Start/Stop/Transfer Service

Task #	Task Description	Weeks	Hours	Cost
1	High Level Solution Design a. Requirement Workshop and Definition b. Process Flow Design c. Release Confirmation	4	252	\$45,200
2	Release 1 - Residential Start/Stop/Transfer Service a. Design b. Development c. System and UAT Testing d. Deployment	8	984	\$118,000
3	Release 2 - Commercial Start/Stop/Transfer Service a. Design b. Development c. System and UAT Testing d. Deployment	10	1230	\$147,500
4	Release 3 - Multi-Family Other Start/Stop/Transfer Service a. Design b. Development c. System and UAT Testing d. Deployment	10	1230	\$147,500
TOTALS		32	3696	\$458,200

7. Deliverable and Work Products:
- a. Requirements Definition
 - b. To Be Process Flows
 - c. Functional Designs
 - d. Technical Designs
 - e. Configuration
 - f. Development Objects
 - g. Unit Test Results
 - h. SIT / UAT Test Plan, Scripts, and Results
 - i. Cut Over Plan
 - j. Cut Over Execution Results

8. Assumptions

- a. LVVWD will be responsible for web portal and middleware design, configuration, and development. This is not in scope for this SOW.
- b. Start/Stop narrative will be limited in the variables considered
- c. Potential to deploy functionality in 2 releases (Stop and Transfer, New Customer)
- d. May have dependencies on notification functionality
- e. No additional software required for web portal or middleware

2.6 2023 Rate Change Support

1. Description of Work:

- a. Extensive changes will be made to the 2023 calendar year water rate structures for residential and commercial customers. This includes tier compression, annual rate changes and changes to Blue Diamond and Big Bend Water District service areas. This effort will support C2M configuration changes and testing needed to implement the new rate structures in advance of 01/01/2023.

2. High level Requirements:

- a. Configure and deploy Residential rates
- b. Configure and deploy Commercial rates
- c. Configure and deploy Complex rates

3. High Level Tasks

- a. Rate Scoping and Design (1 Week)
 - i. Identify/confirm all rates to be updated
- b. Rate Configuration (2 Weeks)
 - ii. Configure rates
 - iii. Rate verification
- c. Rate Testing (4 Weeks)
 - iv. System Test rates
 - v. Parallel Bill Testing
- d. Deployment to Production (1 Week)

4. EY Staffing:

- a. Executive Quality Assurance
- b. Program Manager
- c. Functional Architect
- d. Senior Functional Analyst (Offshore)
- e. Functional Analyst (Offshore)

5. LVVWD Staffing:

- a. Project Management
- b. Product Owner
- c. Scrum Master
- d. Functional Architect
- e. Tester

6. Timeline:

- a. Estimated Duration: 8 Weeks
- b. Tasks, Weeks, Hours, Costs

Task #	Task Description	Weeks	Hours	Cost
1	Rate Scoping and Design a. Identify/confirm all rates to be updated	1	123	\$14,750
2	Rate Configuration a. Configure rates b. Rate verification	2	225	\$24,550
3	Rate Testing a. System Test Rates b. Parallel Bill Testing	4	370	\$30,700
4	Deployment to Production	1	102	\$9,800
TOTALS		8	820	\$79,800

7. Deliverable and Work Products:

- a. Rate Listing
- b. Rate variable mapping
- c. Unit test results
- d. SIT Test Plan, Scripts, and Results
- e. Parallel Billing Test Plan and Results
- f. Cut Over Plan
- g. Cut Over Execution Results

8. Assumptions

- a. No structural changes are being made to the rates
- b. No development will be required

2.7 Additional C2M/CDT Support Services

Additional services may be requested in support of C2M, and CDT initiatives not covered by other tasks within this SOW. This includes technical and development support in such areas as data analytics, Customer Care & Billing (CCB), Meter Data Management (MDM), Operational Device Management (ODM), Service Order Management (SOM), Smart Grid Gateway (SGG) and additional CDT Project Tasks and initiatives listed in Attachment A.

The ability to develop in C2M Java may be required and custom code may be converted to C2M base functionality, where possible. Consulting Firm staff and LVVWD staff will work together as one development team utilizing Scrum Framework. LVVWD will assume most project management functions and responsibilities. EY will plan, implement, and review together with the LVVWD staff and adhere to LVVWD's software development practices and frameworks. EY consultants will be expected to work in paired/mob work sessions with LVVWD staff to facilitate knowledge transfer. EY may be responsible for design documentation, such as functional or technical design documents.

These additional services will not exceed \$500,000.

3 Period of Performance

The engagement will be 26 months starting from November 1, 2022, to January 31, 2025.

4 EY Resourcing

EY will provide staffing resources based on the agreed upon work requests from LVVWD. At a minimum, EY will staff the engagement during the period of performance with the following resources:

Job Title/Position	FTE	Location
Functional Architect	1.0	Onshore
Functional Analyst	1.0	Onshore
Designer/Developer	1.0	Offshore
Developer or Functional Analyst	1.0	Offshore
Executive QA	0.1	Onshore
Engagement Manager	0.25	Onshore

Additional resources will be provided as needed upon mutual agreement based on the current work requests outlined in this SOW or subsequent Change Requests (CR's). Resumes for EY consultants will be provided to LVVWD to review and approve prior to the resource providing any billable services to LVVWD.

5 Resource Cost Per Hour:

EY's fees for the Services will be based on time & material basis, plus expenses. The estimated professional hourly rates for the Services set forth in this SOW are as follows through June 30, 2023.

Job Title/Position	Location	Hourly Rate
Executive Quality Assurance	US	\$ 350
Program Manager	US	\$ 300
Project Manager	US	\$ 250
Project Coordinator	US	\$ 190
Project Analyst	US	\$ 150
Solution Architect	US	\$ 300
Functional Architect	US	\$ 230
Senior Functional Analyst	US	\$ 190
Functional Analyst	US	\$ 150
Designer	US	\$ 210
Designer/Developer	US	\$ 185
Developer	US	\$ 145
Senior Data Architect	US	\$ 300
Data Architect	US	\$ 250
Senior Data Engineer	US	\$ 200
Data Engineer	US	\$ 150
Senior Report Developer	US	\$ 185
Report Developer	US	\$ 140
Executive Quality Assurance (QA)	US	\$ 350
Program Manager	US	\$ 300
Senior Data Architect	US	\$ 300
Data Architect	US	\$ 250
Senior Data Engineer	US	\$ 200
Data Engineer	US	\$ 150
Senior Report Developer	US	\$ 185
Report Developer	US	\$ 140

Job Title/Position	Location	Hourly Rate
Senior Technical Architect	US	\$ 300
Technical Architect	US	\$ 230
Senior Technical Analyst	US	\$ 190
Technical Analyst	US	\$ 150
Program Manager	Offshore	\$ 165
Project Manager	Offshore	\$ 110
Project Coordinator	Offshore	\$ 70
Project Analyst	Offshore	\$ 45
Solution Architect	Offshore	\$ 165
Functional Architect	Offshore	\$ 110
Senior Functional Analyst	Offshore	\$ 65
Functional Analyst	Offshore	\$ 50
Designer	Offshore	\$ 110
Designer/Developer	Offshore	\$ 65
Developer	Offshore	\$ 50
Senior Data Architect	Offshore	\$ 165
Data Architect	Offshore	\$ 110
Senior Data Engineer	Offshore	\$ 65
Data Engineer	Offshore	\$ 50
Senior Report Developer	Offshore	\$ 60
Report Developer	Offshore	\$ 50

The hourly rates past June 30, 2023, shall be determined by mutual agreement of LVVWD and EY.

LVVWD shall reimburse EY for expenses incurred in connection with the performance of the Services, including reasonable and customary out-of-pocket expenses such as travel, meals accommodations and other expenses specifically related to this engagement. Actual out-of-pocket expenses incurred by EY while executing the Services will be billed separately at a not to exceed amount of 10% of fees.

6 Responsibilities of EY

As a member of the development team, EY will participate with the following:

1. For each sprint, collaborate with the LVVWD Scrum Team to plan and create the Sprint Backlog. Provide accurate estimations for planned backlog items.
2. Implement quality work by adhering to Definition of Done and following Work Agreements.
3. As a team, complete the work committed for each sprint.
4. Work in paired programming or mob sessions to ensure transfer knowledge to LVVWD staff.
5. Commit and participate in all Scrum Events.
6. For each sprint, the deliverable will be the planned work EY committed to the team and completed in accordance with the Acceptance Criteria and Definition of Done.

7 Other Considerations

- This SOW is limited to consulting for the implementation of water conservation projects using industry best practices, transfer of knowledge to LVVWD staff, and working together with LVVWD staff in an Agile environment using Scrum Framework.

- LVVWD will provide LVVWD approved remote access to the LVVWD environments.
- Consultant is expected to provide their own computer equipment.
- Most work will be done virtually through Microsoft Teams meetings. If in-person meetings are requested, travel costs will adhere to the LVVWD Travel Policy.
- In performing the services, EY will not take any action that EY reasonably believes could impair its independence with respect to any of its audit clients or those of other EY member firms. For example, EY will not instruct, supervise, or contract with an entity, without first determining in its sole discretion that such an action would not impair our independence. EY's roles and responsibilities in connection with the services that relate to certain activities or deliverables of Oracle or other audit client vendors are subject to certain restrictions as determined solely by EY.

8 Additional Terms

i. Acceptance

Prior to the start the effort required to produce and EY-assigned Deliverable, EY and LVVWD will mutually agree on the approver of the Deliverable. The subsequent review and approval will be limited to that previously mutually agreed LVVWD approver. Following delivery of a Deliverable by EY, the mutually agreed LVVWD approver will promptly review the Deliverable and inform EY of LVVWD's acceptance or rejection of such Deliverable based on compliance in all material respects with the applicable Approved LVVWD Specifications and acceptance criteria. Any rejection by LVVWD must specify the material deficiencies identified after reviewing the entirety of such Deliverable. If LVVWD fails to accept or reject such Deliverable within 12 business days after delivery, the Deliverable will be deemed accepted. If LVVWD delivers to EY a timely notice of material deficiencies, EY will correct the deficiencies within a reasonable period. Upon receipt of a corrected Deliverable from EY, LVVWD will have a reasonable additional period, not to exceed 3 business days, to review the corrected Deliverable to confirm that the material deficiencies have been corrected. LVVWD will not unreasonably withhold, delay, or condition its approval of a written Deliverable.

ii. Governance

EY will deliver the Services under a governance structure formed jointly with LVVWD to enable the following objectives:

- Support a strong team with clear accountabilities and responsibilities
- Enable transparent monitoring and reporting
- Manage risks and escalations effectively
- Manage project schedule and budget
- Build control mechanisms to guide the Services
- Enable efficient and effective decision making at an appropriate level
- Manage quality and compliance
- Enable engaged and empowered employees across both organizations

EY's designated project manager (and possibly other EY and LVVWD personnel) will report to LVVWD's designated project manager (and possibly other EY and LVVWD personnel) on a weekly and a monthly basis.

On a weekly basis, the Weekly Project Status meeting will conduct a review of open work items, outstanding issues, and upcoming objectives will take place with a representative of LVVWD. This is a short-term review to confirm priorities and update status on individual work items. This meeting is the Weekly Project Status meeting

On a monthly basis, the EY engagement manager (and possibly other team members) will produce a Monthly Status Report and schedule a monthly review meeting. This meeting will summarize the activities of the previous month, including accomplishments and issues. This report will also include a financial/budgetary update on the project. The meeting will also address on future priorities, dependencies, and constraints. Any Change Requests will be addressed in this meeting.

EY's designated executive will report to LVVWD designated Project Sponsor (and possibly other EY and LVVWD personnel) on a quarterly basis. This group will be referred to as the Executive Steering Committee. In this meeting, EY will communicate its assessment of its overall performance based on feedback from both EY and LVVWD personnel. It will also serve as a forum to discuss LVVWD's long-term goals and vision and setting priorities as it pertains to the Services being performed within the context of LVVWD's overall enterprise objectives. Overall application planning for the various applications involved in the

services can also be discussed to ensure they will meet the organization's business objectives. Issues that cannot be resolved within the project team will also be escalated to this group for resolution.

iii. Change Order Management

LVVWD and EY are responsible for managing change requests. Each change request will specify the change, including risk, benefit, cost and impact and acceptance by LVVWD and EY, so the changes may be incorporated. These changes requests will also be used as the mechanism for LVVWD to require and authorize additional services from EY within the purview of the SOW. All changes will be carefully reviewed and vetted before being signed and accepted by EY and LVVWD. A Project change request form is required for any Activity that proposes a change to the baseline (original) Project scope, schedule, or budget defined within this final SOW, project plan, milestones, and phase gates. The following steps describe the change control process.

#	Step	Description
1	Generate Scope Change Request	Any LVVWD Workstream Lead can initiate a change request. Project management is responsible to capture accurate documentation and analysis and represent the change request to leadership.
2	Assign Change Request for Investigation	Project management confirms that the Change Request is duly updated and assigned to the appropriate individual and/or team. They will provide specific instructions with respect to the time, effort and/or resources to be devoted to further assessing the impact of the Change Request.
3	Research Change Request	<p>The following items are considered as part of research of a specific Change Request.</p> <p>Cost - What are the financial aspects of the change? How is the budget affected?</p> <p>Timeline - What happens to commitments that the program team has already made?</p> <p>Deliverables - What modifications must be made to existing deliverables or will this result in any new deliverables?</p> <p>Effort and Resources - What resources are required?</p> <p>External Impacts – Impacts to other related programs and/or teams.</p> <p>Risks</p> <ul style="list-style-type: none"> • Doing the change • Not doing the change <p>Benefits</p> <p>Other Implications - Quality considerations? Implications of no change?</p>
4	Recommend Resolution to Executive Stakeholders	The recommendation should indicate whether the expected benefits of implementing the change outweigh the anticipated impacts and financial costs. Researcher(s) working with program management and work stream leads will document the recommended course of action in the appropriate section of the Change Request Form. Executive Stakeholders may review recommendations and provide guidance/direction as required prior to making a formal decision on the Change Request.

The following expectations apply to the Change Order process:

1. Either Party may request changes to the Services and/or Deliverables, the project schedule, the parties' respective responsibilities, the inclusion of additional Services, as well as other aspects of the SOW (each a "Change Request"). The Party proposing a Change Request will prepare a change request describing any applicable change, the effect that the change will have on the Services, Deliverables, parties' respective responsibilities, schedule, or other aspect of the SOW.
2. The LVVWD Engagement Manager will evaluate proposed Change Requests to determine whether such proposed Change Request will be (i) mutually approved, (ii) rejected, (iii) sent for further analysis or identified as requiring additional detail

("Impact Analysis"), or (iv) deferred. In the event the Program Manager approves an Impact Analysis, the proposed Change Request will be assigned to a team comprised of representatives of both Parties to complete this analysis.

3. To the extent the changes to be implemented in accordance with a Change Order impact the fees, EY shall promptly submit materials and information showing the anticipated impact of such Change Order. No Change Request or Change Order shall be implemented unless and until EY and the LVVWD have approved such Change Order in writing. These types of change orders will have to be escalated by the LVVWD Program Manager to the Executive Steering Committee and Sponsor Team for final approval and acceptance.

iv. Escalation

It is the intent of LVVWD and EY to resolve disputes and other issues in a constructive manner that reflects the concerns and commercial interests of each party. Each team, committee or board shall work in good faith to promptly and fully resolve all disputes or issues submitted for their review. Where possible, disputes or issues will be resolved by the appropriate levels of authority without the need for escalation. From time to time, however, disputes may arise that cannot be resolved despite the best efforts of the members of the applicable team, committee, or board. In such cases, the following steps are to be followed in escalating disputes or issues between the parties.

1. LVVWD and/or EY may decide that escalation is appropriate when resolution of an issue appears unachievable within the project team or project Executive Steering Committee (ESC).
2. Escalation: If a resolution is not reached in the levels described above, the issue will be escalated. If an issue is escalated:
 - o **Documentation:** The relevant team will consult with LVVWD' and EY's Project Managers to jointly develop a short briefing document called 'Statement of Issue for Escalation' that describes the dispute, relevant impact of the dispute, and the position of each party.
 - o **LVVWD's Executive Sponsor and EY's Executive** shall be the initial point of escalation if the dispute involves or relates to service quality, deliverable quality, timely performance, or other performance-related matters. A meeting will be scheduled in person or via telephone or video conference. The Statement of Issue for Escalation will be sent in advance to the participants for discussion and resolution. Should resolution be unattainable the issue would be escalated to the entire Executive Steering Committee.
 - o **EY and LVVWD Executive Steering Committee members** shall be the next level of escalation if the dispute cannot be resolved by the LVVWD Executive Sponsor and EY Executive. A meeting will be scheduled with the Executive Sponsors. Such meeting may be carried out by telephone or video conference. The Statement of Issue for Escalation will be sent in advance to the participants.
3. Final Resolution: If, for any reason the LVVWD and EY Executive Sponsors are unable to resolve a dispute after the dispute is first escalated, either party may proceed to pursue any rights and remedies not prohibited by the Agreement.

v. Payment Terms and Structure

All work performed will be done on a Time and Materials basis. EY will charge an hourly rate for each resource based on the above Resource Cost Per Hour and bill LVVWD monthly by the 15th of the month for the previous month's work. Payment terms will be net 30.

9 ATTACHMENT A - Identified CDT initiatives & Projects

Title	Description
3.3.2 - Increase communication efforts to improve customer response time in correcting water waste issues.	Summer - Letter verbiage changes to account for possible shut off (if chronic)
3.3.2 - Increase communication efforts to improve customer response time in correcting water waste issues.	Bill Redesign - Change the font color to visually highlight Fees/Fines
5.1.2 Use AMI data to notify customers of leaks (near real-time)	Analyzing Data and Available Options: The team will collaborate with CCFS, Information Technologies, and the Web Team to develop processes to analyze the data and identify notification events that are available using the AMI technology to notify customers of potential leaks or issues on their property in near real time. The timeline for this item is after the deployment of AMI is in progress and the configuration discussions are underway for C2M. (6 months)
5.1.2 Use AMI data to notify customers of leaks (near real-time)	Define Communication Channels: The team will collaborate in review of the outcomes and recommendations from the prior task of Analyzing the data and recommending communication options using the new and existing technology including AMI, C2M, Genesys, and Mobile Application (iPhone and Android) to name a few. Upon definition of available options, a strategy on changes to existing processes and the development of new processes will be created and a pilot program strategy will be developed. (6 months)
5.1.2 Use AMI data to notify customers of leaks (near real-time)	Create a Pilot Program: The team will develop a pilot program for the new notification strategies agreed upon in the task above. The resources to support the effort will be identified at that time and included in the development discussions when the time comes. (3 months)
5.1.3: Improve customer notification process	Coordination with Conservation for Audits: The team will work with SNWA conservation team to streamline a two-way+ communication method and define criteria for properties recommended for an audit. (2021)
5.1.3 Improve customer notifications	Define Baseline Parameters: The team will work with Conservation Analysts and CCFS field supervisors leading the AMI deployment to adjust/define baseline parameters customer segmentation based upon meter size and applicable parameters to align notification strategies. This will need an immediate strategy using AMR data and a subsequent strategy post deployment of AMI. (2021-2023)
5.1.3 Improve customer notifications	Create / Expand notification processes: The team will create notification of continuous flow to include service sizes that are greater than 1" and expand the notifications to rural areas. Subsequent to the deployment of AMI and C2M, the notification strategies will need to be adjusted to reflect a more "near real time" strategy. (2021-2023) Note: This task should also encompass a review and recommendation of customer segmentation possibilities to assist in dynamic communication strategies.

Title	Description
5.1.3 Improve customer notifications	Notification Preferences: The team will work with IT to leverage the notification preferences defined in C2M to create a robust communication plan considering customer preferences defined within the application of record. This should include but not be limited to C2M solutions. (2022-2023)
5.1.3 Improve customer notifications	Fine customers faster for unaddressed leaks: The team will work with IT, Customer Care and Field Services, Conservation, and Management Services to leverage AMI / C2M platforms to conduct Business Process Reengineering to fine customers faster for unaddressed leaks. This effort should include any Service Rule changes for all service areas to support business process creation/changes. (2022-2023)
5.2.1 Develop industry partnerships such as a Water Smart Plumber/Leak Detection program to help offset/reduce customer costs for leak repairs	Participant Recruitment: Once vendor requirements and the participation agreement are developed, the team will work with Public Information to recruit vendors for the program. SNWA representatives will explain the terms of participation and the associated benefits to the vendor, as well as providing an overview of the program's intended purpose. (3 months)
5.2.1 Develop industry partnerships such as a Water Smart Plumber/Leak Detection program to help offset/reduce customer costs for leak repairs	Program Maintenance: As is the case with the Water Smart Contractor program, property districts should have an outlet to share concerns or complaints about participating vendors with SNWA. Should a vendor be found in violation of participation terms, they will be removed from the program and must wait one calendar year to apply for reinstatement (as will be documented in the Participant Agreement). Staff will also contact vendors periodically to verify that they want to remain in the program. (Ongoing)
7.2.1 Develop a customer communications strategy to optimize behavior change (text, email, My Account, website, social media, bill messaging, etc.)	Communications Gap Analysis: Determine what conservation information is being communicated to customers via current customer service systems and existing third-party services. Conduct a gap analysis to determine if current capabilities are being thoroughly leveraged, or if there are additional topics/messaging that should be communicated using those channels.
7.2.1: Develop a customer communications strategy to optimize behavior change (text, email, My Account, website, social media, bill messaging, etc.)	Evaluation of Emerging Platforms: Evaluate how platforms expected to come online in 2022-2024 as part of the CCFS Roadmap project could be used to communicate conservation information, especially in real time or near-real-time, to customers.
7.2.1: Develop a customer communications strategy to optimize behavior change (text, email, My Account, website, social media, bill messaging, etc.)	Implementation of Communications on Emerging Platforms: Move actions into scrum team format, implement activities as soon as new platforms are ready for use.
3.3.1 Review existing water waste processes to improve the efficiency of investigations	Pilot Program: Create a pilot program to review ITRON data to validate water waste reports received from the public through the online reporting system/app. This could possibly decrease the amount of "truck rolls" and "unable to observe" occurrences (additional administrative staff needed).

Title	Description
3.3.1 Review existing water waste processes to improve the efficiency of investigations	<p>The team will work with the Applications Development Team and Legal Services to develop a process using C2M and ITRON data to analyze water usage to identify and notify customers violating landscape watering restrictions. Furthermore, formal notices and fees could potentially be assessed based on ITRON data without the need to “roll a truck” and video document the violation. City of Henderson is currently piloting such a program for irrigation-only meters.</p> <p>With the implementation of C2M, the team will have the ability to prioritize workorders within the system that potentially waste more water than others (i.e., broken sprinkler heads, leaks, etc.) to ensure those orders get worked in a timely manner.</p> <p>Lastly, the team will work with IT to determine equipment needs and data storage and management options to enhance enforcement methods. This will include using new technology, such as iPhone to document violations and share the documentation via SharePoint for co-workers to review in the field.</p>
8.1.1, 8.2.1, 8.2.2, 8.3.3, 8.4.1, 8.4.2 Enterprise Data Dictionary and enabling consistent access to information	Implement a conservation-focused enterprise data dictionary/enable consistent access to information
5.1.1 & 6.2.3: AMI Project. ITAD 2 will provide support as new routes are added to AMI.	
6.2.1: Improve Accuracy of Metering. Project from 1/1/2020 to 3/31/2023. ITAD 2 will add meters as needed. No DUE Date.	<p>To support conservation and reduce losses from non-revenue water, the organization is planning several steps to identify and improve the accuracy and analytic capabilities of its metering system. These efforts include enhancing the small meter test program to determine the accuracy of new meter; studying if/how the changing water use dynamics affect in-place meter accuracy (i.e. drip systems); creating a meter replacement program that is based on an accuracy percentage; using automation through AMI and C2M enhancements to review zero consumption meter reads; using parcel size and vegetation to identify underperforming meters and/or to right-size meters; and replacing existing fire hydrant meters with fixed-network technology.</p>
3: Water Waste process improvement & expanding (New Water Waste app and deprecate C2M Water Waste)	This task consists of the removal of Water Waste process from C2M & creating a new application outside of C2M for Water Waste. This is a combination of several Goal 3 tasks.
9.3: Non-SFR Consumption uses. NO meetings yet.	<p>Excerpt from Abstract 9.3.1 (Assessing consumptive water use by sector will require a reconnaissance of existing information, potentially recategorization of customer/billing classes, which are currently based upon only marginally accurate Land Use Codes, categorization of all water uses within a given sector, manual assignment of consumptive and non-consumptive uses, and ultimately quantification of uses determined to be consumptive.)</p>
5.7: AMI Data Analysis to identify conservation opportunities.	<p>Workplan needs to be written (Dennis/Doug)</p> <p>Apply AMR/AMI research capabilities in analysis and consumer outreach</p>
5.5: High resolution metering on non-SFR sector	

Title	Description
8.4.4: Benchmark with other water LVVWDLVVWD on how they use big data to further enhance water conservation programs.	Deploy analytical tools where information can be easily accessed (Benchmarking)
6.2.5: Increase enforcement of construction water theft	Find innovative ways to identify meter theft (for example: idlers, cross connections, and construction theft)
7.2.4: Enhance My Account features	Invest in and enhance online services (My Account) to provide more information about LVVWD customer water use (like NV Energy)
3.3.2 - Increase communication efforts to improve customer response time in correcting water waste issues.	Customer Notifications: The team will work with Information Technology, including the team in charge of the mobile application, to identify enhancements that can be made today and to determine what needs to wait until AMI and C2M are deployed (30 months)
6.2.2 Use District Meter Areas to improve understanding of leaks/leak potential	Budget for a pilot program. This would allow LVVWD to isolate leaks and develop background leakage data within its system
10.1.1, 10.1.2, 10.2.2 - CDT Rate Related Strategies	<p>10.1: Create uniform residential rates to reduce water use within the SFR sector (LVVWD).</p> <p>10.2: Study ratemaking practices, establish benchmarks and make recommendations on water-savings rate structures that achieve conservation savings (seasonal rate making, rates based on dwelling size, rates based on resources, etc.)</p>

10 ATTACHMENT B – Data Warehouse Star Schema(s) Examples

- Hourly Consumption Data - THIS IS THE CENTER OF THE STAR PATTERN (FACT TABLE)
 - Hourly consumption Data
- Daily Consumption Data - this does store the billing info ANOTHER CENTER OF THE STAR PATTERN (FACT TABLE)
 - Daily consumption Data
- Billing Data - this does store the billing info ANOTHER CENTER OF THE STAR PATTERN (FACT TABLE)
 - Keep billing data clean
 - Multiple Tiers & fees
 - Will have the Billing Reads
- Service point/Premise Data (DIMENSION DATA)
 - Land use type
 - Water use type
 - Lat Long
 - Quadrant
 - Zip code
 - Address
 - Link to customer info
- Meter Data (DIMENSION DATA)
 - Type
 - Sizes
 - Maintenance records??

Customer Data (DIMENSION DATA)

 - Address
 - Customer ID
 - No Personal Information Identifier (no email or phone numbers)
- Additional Dimension Data as needed for requirements per Attachment A

11 ATTACHMENT C - Potential Notification Requirements

Future Notifications

- All Future Communications Channels
 - Letters
 - Email
 - SMS
 - Push notification to the iPhone/Android app (built in-house)
 - Notification to My Account Portal (built in-house)
 - Outbound dialing (phone calls)
 - Truck roll (FA)
- Customer selects the communication options
 - Customer can select that some notifications can be one and others can be another
 - Example: Customer 1 selects Excessive leak using SMS but other notifications in email. Customer 2 wants all leaks in email and the rest in letters.
- Sunday Watering – Grow to seasonal non-compliance (every day)
 - Expand to check for watering schedule violations
 - [Find your watering group and provider \(snwa.com\)](http://snwa.com)
 - Expand to check for meters larger than 1" (requires retraining of AI/Machine Learning module)
 - Perhaps expand to check for watering time (no watering from 11 AM to 7PM during summer) i.e., Time of Use
 - Expand to rural areas
 - Expand to non-single family residential
 - Implement new communications channels
- Excessive Leak (Continuous flow + consumption parameter)
 - Find behaviors that can identify excessive leaks sooner or near real time
 - Expand to check for meters larger than 1"
 - Expand to rural areas
 - Expand to non-single family residential
 - Implement new communications channels
- Trickle Leak (Continuous Flow)
 - Find behaviors that can identify trickle leaks sooner or near real time
 - Expand to check for meters larger than 1"
 - Expand to rural areas
 - Expand to non-single family residential
 - Implement new communications channels
- Proactive Notification of Continuous Flow – Automation
 - Automate current manual process
 - Implement new communications channels
- Seasonal Compliance
 - Automate current manual process
 - Implement new communications channels
- Inactive Usage
 - Automate current manual process
 - Implement new communications channels
- Potential Water theft notification
 - Automated notification of possible water theft
 - Target: land developers or construction on possible water theft

- Implement new communications channels
- Other potential leaks or issues on customer properties
 - Implement new communications channels
 - Some analysis may be required
 - Machine Learning may be required (LVVWD has in-house developer)
- Water Smart Plumber
 - Bill insert or onsert via Utilitec & C2M
- Additional CDT efforts
 - Service Line Repair/Maintenance/Warranty program
 - Provide a database/tracking mechanism for the programs if developed outside of C2M
 - Lead Service Line inventory
 - Create a mechanism to track materials (what type of materials is the main line, etc.)
 - Verification of materials pre-1988
 - Provide information on the welcome letter
 - Blue Diamond Water District
 - Implement watering schedule same as LVVWD
 - C2M implementation
 - Replicate watering group notifications to Blue Diamond bills

Other Considerations:

- CIS should have a chronology of ALL contacts regardless of method visible to the business.
 - Recommend the best way to accomplish this for
 - Letters
 - SMS
 - Outbound Dialer
 - Push Notifications
 - Email
 - Inbound and Outbound calls
- Each leak processes are separate processes in C2M, within this complex system. There should be a check in place so that one leak from the customer does not result in multiple notifications in Excessive Leak, Trickle Leak, and other leaks all at the same time for the same incident.

EXHIBIT B

LAS VEGAS VALLEY WATER DISTRICT TRAVEL EXPENSE REIMBURSEMENT POLICY

EY will bill all such expenses to Las Vegas Valley Water District (DISTRICT) at cost without markup. EY will provide receipts, bills, or other documentation to support expenses billed to the DISTRICT that are not covered under a per diem. At no time will DISTRICT reimburse EY for any travel time charges. DISTRICT reserves the right to approve all travel plans and expected costs prior to trips.

DISTRICT shall reimburse EY according to the following expense reimbursement policy utilizing the U. S. General Services Administration travel rates (<http://www.gsa.gov/portal/content/104877>) for the time of travel “GSA Travel Rates”.

4. Air Travel

- **Lowest Fare Routing:** Air travel will be booked through EY’s travel site which provides discounted airfare for major airlines. Within the site, the lowest economy fare will be selected and expensed to meet the arrival and departure times needed using the most direct routing available (e.g., nonstop, 1 connection, etc.).
- **Flight Changes:** Any changes to flight reservations which result in an additional cost must be pre-approved by DISTRICT.
- **Additional Fees:** The DISTRICT will not reimburse for convenience charges to include, but not limited to, charges for early boarding, assigned seating, or seat upgrades.

5. Lodging

- **Hotel Selection:** EY shall invoice DISTRICT for the actual hotel costs. EY will book its hotel reservations through its travel site which provides discounted hotel rates for major hotels. EY will also attempt to establish a project specific discounted rate at one or more hotels near DISTRICT. Prior to incurring any hotel expenses, EY will review each hotel stay with DISTRICT for pre-approval and set an approved price range for that stay. using the GSA Lodging Rate. Higher rates above that price range must be pre-approved by DISTRICT. If the EY submitted rate is above the agreed upon price range without pre-approval, the DISTRICT reserves the right to reimbursement at upper price range limit, plus associated taxes calculated at upper price range limit only.
- **Additional Fees:** If additional fees are charged in association with lodging (e.g., Resort Fees) the DISTRICT reserves the right to limit reimbursement up to \$30 plus tax.

6. Ground Transportation

Car Rentals: Cars are to be rented when other means of transportation are unavailable, more costly, or impractical. The use of a rented car should be justifiable as a business need and not as a matter of personal convenience. Mileage will not be reimbursed for rentals. Insurance, GPS units, and other accessories offered by rental agencies will not be reimbursed.

Taxi, Ride Sharing Services, and Other Local Transportation: The cost of ground transportation to and from places of business, hotels, or airports in direct connection with DISTRICT business is reimbursable.

Mileage: EY shall invoice DISTRICT for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by DISTRICT.

7. Meals and Incidentals

Per Diem: A per diem allowance will be paid for each day of travel. Per diem is to cover all meals and other incidental charges and does not require submission of receipts. EY shall invoice DISTRICT using the GSA Travel Rate per diem.

Incidental Expense: The following incidental expenses, when directly related to company business, are reimbursable and are not part of per diem expense:

- **Parking/tolls** in connection with operation of personal or rented vehicle. Self-parking charges are preferred; valet parking charges will be reimbursed only if there are no other parking options.

- Long distance telephone calls from hotel related to DISTRICT business are reimbursable.
- Internet connection fees if required for DISTRICT business are reimbursable.

8. Tips

- a. Customary tips for ground transportation are allowed.
- b. Tips of any other nature are not reimbursable.

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

October 4, 2022

Subject:

Public Hearing

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors conduct a public hearing to consider and adopt changes to single-family residential water rates and approve other conservation-related and ministerial Service Rule revisions.

Fiscal Impact:

If approved, the single-family residential water rate changes are estimated to generate approximately \$25 million in additional revenue annually; nominal to no financial impacts are estimated as a result of the other proposed service rule changes.

Background:

As Southern Nevada's water resources continue to diminish due to poor hydrology, climate change and the resulting federally mandated usage reductions, additional and increased water conservation efforts are required to help protect water levels at Lake Mead. To that end, the District is proposing changes to its Service Rules to further reduce excessive and non-essential community water use. Additional ministerial and clarifying revisions to the District's Service Rules are also being proposed.

Proposed conservation-related rule changes include tier equalization and an excessive use charge for single-family residential (SFR) customers, as well as specifications for service to Ornamental Water Features and turf in new development. The Board of Directors considered and approved Business Impact Statements for the proposed changes to SFR water rates and to Ornamental Water Feature rules on September 6, 2022, when it determined that these changes were not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business.

Tier Equalization: Under the District's current rate structure, consumption rates (per thousand gallons) are dictated based upon tier thresholds. Currently, SFR customers with larger meters have larger tier thresholds, allowing them to use more water at a lower rate than SFR customers with smaller meters. This results in some SFR customers paying less per thousand gallons even though they may use more water. Under the proposed rule change, the existing tier thresholds for 5/8-inch meters will be applied to all SFR customers to equalize the tiered rates across the SFR sector. This will result in all SFR customers receiving the same volume of water in each tier at the same cost per thousand gallons regardless of meter size. This proposed rule change would not apply to non-single-family residential customers, such as businesses or master-metered multi-family properties.

Excessive Use Charge: To reduce water use among the highest SFR users, an Excessive Use Charge is proposed for monthly water usage that exceeds an established threshold. The Excessive Use Charge and thresholds were developed by analyzing and evaluating seasonal water use patterns of the top 10 percent of SFR customers. If adopted, a SFR customer that exceeds the applicable threshold in a given month will be assessed a surcharge of \$9.00 per thousand gallons in excess of that threshold. The proposed thresholds are as follows:

Season	<u>Winter</u> <i>Nov 1-Feb 28</i>	<u>Spring</u> Mar 1 – Apr 30	<u>Summer</u> <i>May 1 – Aug 31</i>	<u>Fall</u> <i>Sep. 1 – Oct. 31</i>
Monthly Threshold	14,000 gallons	16,000 gallons	28,000 gallons	26,000 gallons

Ornamental Water Features: The District’s Service Rules currently prohibit water service to new fountains and other new Ornamental Water Features subject to exceptions, including an exception for Resort-Hotels if the property satisfies established abatement requirements. If the proposed changes are approved, the Service Rules will be updated to eliminate the Resort-Hotel abatement exception and prohibit water service to all new fountains and other Ornamental Water Features, except under specific circumstances.

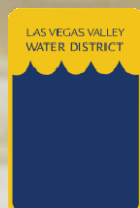
Other proposed updates to the Service Rules include specifications for service to new turf installations when permitted and administrative adjustments relating to billing to reduce strain on the District’s call center and increase flexibility in meter reading operations.

This action is authorized pursuant to NRS 237.030 through 237.150, and Sections 9(1), 9.2 and 16 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

JJE:CNP:AMB:KH:jb
Attachments: Service Rules



Las Vegas Valley Water District



SERVICE RULES

July-October 2022

LAS VEGAS VALLEY WATER DISTRICT

SERVICE RULES

EFFECTIVE ~~OCTOBER 54~~ JULY 19, 2022

Table of Contents

CHAPTER 1 – INTERPRETATION AND DEFINITIONS	1
CHAPTER 2 – WATER COMMITMENT.....	14
CHAPTER 3 – CONDITIONS OF SERVICE	20
CHAPTER 4 – REQUEST FOR SERVICE	2726
CHAPTER 5 – TERMINATION OF SERVICE	3029
CHAPTER 6 – SERVICE CONNECTIONS.....	3231
CHAPTER 7 – CHARGES, FEES, OR DEPOSITS.....	4039
CHAPTER 8 – TIME AND MANNER OF PAYMENT.....	5553
CHAPTER 9 – INSTALLATION OF WATER FACILITIES	5755
CHAPTER 10 – INSTALLATIONS OF NON-POTABLE WATER FACILITIES.....	6664
CHAPTER 11 – CONSERVATION.....	6866
CHAPTER 12 – MISCELLANEOUS	7371
APPENDIX I – RATES, FEES AND CHARGES.....	7775

CHAPTER 1 – INTERPRETATION AND DEFINITIONS

1. Interpretation of Rules. The Service Rules will be interpreted to support and further the purposes of the Las Vegas Valley Water District Act, 1947 Nevada Statutes Chapter 167, including the acquisition and distribution of water, receipt of payment for distributed water, construction and maintenance of appropriate infrastructure, or preservation of public health, safety, or welfare. Except for the provisions put forth in Chapter 2, Water Commitments, the General Manager shall have discretion in the interpretation and application of the Rules. This discretion shall be exercised to maintain equity among users to accomplish the intent of the Act and of the Rules, policies, and procedures of the Las Vegas Valley Water District (“LVVWD” or “District”).
2. Gender, number and tense.
 - a. Except as otherwise required by the context:
 1. The singular number includes the plural number, and the plural includes the singular.
 2. The present tense includes the future tense.
 - b. The use of a masculine noun or pronoun in conferring a benefit or imposing a duty does not exclude a female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty.
3. “And,” “or,” and “including.”
 - a. Except as otherwise required by the context:
 1. “And” means all of a list of items.
 2. “Or” means any one or more of a list of items and is presumed to be nonexclusive and to incorporate the phrase “including but not limited to.”
 3. “Including” is presumed to be nonexclusive and to incorporate the phrase “including, but not limited to.”
4. Computation of time.
 - a. In computing a period of time stated in the Service Rules, for a period expressed in days, the first day of the period is excluded and the last day is included.
 - b. If the last day of a period of time falls on a Sunday, Saturday, or state-designated Legal Holiday, the following day will counted as the last day of the period.
 - c. Unless otherwise expressly stated, “days” means calendar days.
5. “Abandoned Service” means a service connection where the service lateral was cut, capped, and left in place. If the service classified as abandoned is actually removed, the service shall be reclassified as removed in District records.
6. “Acceptance of the installation” means the District’s approval of a facility installation, and the subsequent delivery of a valid bill of sale conveying unencumbered title to the facility.
7. “Advanced Metering Infrastructure” (AMI) means the infrastructure (ie: transmitting equipment) installed to facilitate the remote collection of meter data and consumption data.

8. "American Water Works Association Standards" (AWWA) or "AWWA Standards" means the latest revision of the standards adopted by AWWA, Denver. A copy of the Standards is available for review at the District.
9. "Applicant" means a person applying for new water service to a particular parcel within the District or for District approval on other matters. The applicant must be the developer, property owner, or legally designated representative. Applicant may also mean the District.
10. "Application Fee" means the charge required for service to property where a service connection does not exist, where a service is to be enlarged, or where a service is added, including those temporary connections and those connections located within an Assessment District.
11. "Automated Meter Reading" (AMR) means the equipment for the drive by remote collection of consumption data from a customer's water meter.
12. "Average Annual Potable Water Rate for Large Irrigation Customer" means the cost per 1,000 gallons on an annual basis for this class of customer. The cost may include metering charges for water delivery, service charges, private fire protection service charge, combined service charge, backflow service charge, SNWA reliability surcharge, SNWA commodity charge, or SNWA infrastructure charge.
13. "Approved Backflow Prevention Assembly" means an assembly that has been approved by the District. The approval of backflow prevention devices by the District will be based on a report by an approved testing laboratory recommending such an approval and acceptance through the District approval process.
14. "Assessment District" means an assessment district created pursuant to Section 1(16) of the Las Vegas Valley Water District, 1947 Nevada Statutes, Chapter 167.
15. "Backflow Prevention Assembly" means an assembly for the prevention of water return or "backflow" from a customer water system to the District water system, including a backflow prevention device, isolation valves, test cocks, thrust restraints, a vault, connecting piping, an enclosure, or other appurtenances.
16. "Billing Date" means the date shown on the monthly water bill.
17. "Board" means the Board of Directors of the Las Vegas Valley Water District.
18. "Bolstering" means looping, or increasing the length of a proposed main extension beyond that required to serve a particular development, in order to provide for the orderly development of the District distribution system, to improve water quality, or to improve system reliability.
19. "Combined Service" means a single service connection through which water is obtained for the dual purpose of private fire service and domestic service.
20. "Conditional Water Commitment" means a water commitment that may be made if the applicant completes specific requirements within specified time frames as stated in a written agreement with the District.

21. “Connection” means a service connection or main extension connected to an existing main. Connection excludes an emergency service connection, an interim or construction water service, or temporary service connection.
22. “Construction Service” means permanent or non-permanent connections for delivery of water for use during the construction of new development, additions to existing improvements, sand and gravel operations, or other construction uses, such as grading and compaction, paving, and dust control. Construction services may not be used to avoid installation of a permanent water service connection for permanent irrigation, long-term dust suppression, domestic service, private fire service, or other unauthorized uses. Water from construction sites is prohibited from flowing continuously into public streets, roadways, or sidewalks.
23. “Construction Water” means metered water delivered for construction purposes, including compaction or dust control. Use of construction water for domestic use or fire suppression is prohibited.
24. “Cross-Connection” means any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, or a private well, one of which contains potable water and the other non-potable water or industrial fluids that could pose health or safety risks, through which, or because of which, backflow may occur into the potable water system. This includes any temporary connections, such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices or sliding multiport tubing.
25. “Customer” means a person who receives water service from the District through an existing service connection, a person applying for water through an existing service connection, a person who is a beneficiary of or otherwise receives a benefit from District water service, or an applicant, developer, or property owner.
26. “Deserted Service” means a service connection whose existence is documented in District records, but cannot be field-located or is field-located at a site where no building exists on the property and for which there is no water commitment.
27. “Developer” means any person engaged in or proposing development of one or more properties, including an owner of any property under development.
28. “Development Agreement” means an agreement in a form approved by the Board governing design; construction; inspection; acceptance of an installation, and cost responsibility for installation of any facility, including major installations such as a reservoir or a pumping station; to be connected to the District system.
29. “Development Approval” means the notification to the District from Clark County or the City of Las Vegas that all required permits and administrative processes have been successfully completed and approved for the division of property or issuance of a building permit.
30. “Disconnected Service” means an active service connection which has been turned off or terminated for non-payment of water bills or illegal or unauthorized use.
31. “District” means the Las Vegas Valley Water District.

32. "Domestic Service" means a service connection through which water is obtained for all purposes permissible under law, including commercial and industrial uses exclusive of fire protection and construction service.
33. "Effluent Management Plan" or "EMP" means the plan required by the Nevada Division of Environmental Protection as a condition of issuing of a Ground Water Discharge Permit to non-potable water users.
34. "Emergency" means a sudden or unexpected occurrence or need that requires immediate action to prevent an adverse impact upon life, health, property or essential public services.
35. "Emergency Service Connection" means a District authorized service connection on an interim basis required to safeguard public health, welfare, or safety and to protect private or public property.
36. "Employee" means any individual employed by the District, excluding independent contractors, consultants, or their employees.
37. "Endpoint Equipment" means the radio-based devices connected to a meter to enable communication of consumption data for both AMI and AMR.
38. "5/8 Equivalency" means the comparable number of 5/8" meters, which equates to the meter size under discussion primarily used for fee and rate calculations.

<u>Meter Size</u>	<u>Typical 5/8" Equivalency</u>
5/8"	1.0
3/4"	1.5
1"	2.5
1½"	5.0
2"	8.0
3"	16.0
4"	25.0
6"	50.0
8"	80.0
10"	115.0
12"	170.0

39. "Existing Landscape" means a landscape not meeting the definition of New Landscape.
40. "Expansion or Addition" means an increase in size of an existing building or other structure presently served by the District or a building or structure added to an existing parcel presently served by the District.
41. "Facilities Connection Charge" means the charge required of all applicants for service to property where a service connection does not exist or where a service exists and a Facilities Connection Charge has been paid in the last ten years. The Charge is based on meter size and

the current rate. A Facilities Connection Charge paid in the previous ten years will be applied toward the charges due.

42. “Final Water Project Acceptance” means, prior to scheduling the final inspection, the developer shall verify that the entire water project is ready for inspection. The developer is responsible for the restoration of all existing water facilities belonging to the District immediately adjacent to the approved water plans work area. The water facilities include laterals, meters, valves, collars, blow-offs, vault access cover, air vacuum air release assemblies, backflow assemblies, anode test stations, or chlorine or pressure monitoring stations.
43. “Fire Hydrant Service” means a service connection for a public fire hydrant to be located within a public right-of-way or easement. The fire hydrant shall be of a type and manufacturer approved by the entity having jurisdiction.
44. “Fixture Units” means the definition of fixture units contained in the current edition of the Uniform Plumbing Code.
45. “Functional Turf” is defined by the Southern Nevada Water Authority at www.snwa.com.
46. “General Manager” means the person duly appointed by the Board to perform the duties of the position, or that person’s duly appointed representative.
47. “Handwatering” means the application of water to outdoor vegetation with a hand-held hose or container.
48. “Idler” means a length of pipe installed in lieu of a meter. Use of an idler is prohibited.
49. “Inactive Consumption” means the consumption of water at a property without an active District account.
50. “Inactive Service” means a service connection which is not in use, but is fully operational and documented in District records. Reactivating inactive facilities may require the facilities to be brought into compliance with current District standards at the applicant’s expense.
51. “Indoor Water Feature” means a water feature completely enclosed in the interior of a building.
52. “Inspection Fee” means the fee charged for District inspection of all new water facility installations and water service relocations constructed by private contractors.
53. “Interconnection” means any actual or potential unauthorized connection from customer piping, which will provide water to other property or permit use of water for purposes other than that for which a service connection was authorized.
54. “Irrigation of Commercial Nursery Stock” means the irrigation of vegetation intended for sale at a licensed commercial plant nursery.
55. “Land Division” means the process described in NRS 278.471 to 278.4725.

56. “Large Scale Turf and Landscape Irrigators” means agents, entities, firms, or companies responsible for the development, operation, or maintenance of landscaped areas. Areas include parks, golf courses, schools, or land approved for subdivision for residential, industrial, or recreational complexes, or their related common areas.
57. “Las Vegas Valley Groundwater Management Program” means the resource management program authorized by 1997 Nevada Statutes, Chapter 572 and operated by the Southern Nevada Water Authority in cooperation with an advisory committee of Las Vegas Valley groundwater users. The program develops and performs activities that promote long term groundwater management and aquifer protection within the Las Vegas hydrographic basin.
58. “Legally Designated Representative” means a person to whom a property owner has given power of attorney or other documentation satisfactory to the District authorizing the person to apply for new water service on behalf of the property owner. The documentation presented to the District must contain the property owner’s signature, mailing address, and location of the property which is the subject of the application. The property owner shall be liable for all water service provided to the property as a result of the application by the legally designated representative, and any unpaid charges may become a lien on the property pursuant to 1947 Nevada Statutes Chapter 167, Section 9.1.
59. “Limited Water Commitment” means a water commitment that is subject to the requirements on water quantities for subdivision and parcel maps specified in NRS 278.377 and NRS 278.461 and subject to the limitation of the Service Rules.
60. “Main Extension” means an adjacent, parallel, or extended addition to the District’s distribution system, consisting of a pipeline which is six inches in diameter or greater, for the purpose of providing an adequate water supply. The District may require an increase in the length of a main extension beyond that required to serve a particular development in order to provide for the orderly development of the District’s distribution system, improve water quality, or improve system reliability.
61. “Manmade Lake” means a manmade body of water, including lakes, ponds, lagoons, and reservoirs (excluding tank-type reservoirs which are fully enclosed and contained) that are filled, or refilled, with potable water, or non-potable water from any source. The term does not include swimming pools, Ornamental Water Features, or Recreational Water Parks.
62. “Master Meter” means the District-approved primary measuring device used for the purpose of accurately recording all consumption entering an area containing a number of customers or privately sub-metered services.
63. “Meter” means the District-approved measuring device used for the purpose of accurately recording the consumption of water by customers.
64. “Meter Maintenance” means the routine testing, calibration, repair, or replacement of District water meters to ensure accuracy and compliance with the American Water Works Association Meter Standards.
65. “Mobile Home Park” means an area or tract of land where two or more mobile homes or mobile home lots are privately owned, rented, or held out for rent. This does not include an area or tract

of land where:

- a. More than half of the lots are rented overnight or for less than three months for recreational vehicles.
 - b. Mobile homes are used occasionally for recreational purposes and not as permanent residences.
66. “Mobile Meter” means a fire hydrant meter, generally mounted on a vehicle, issued to small consumption water users for short-term connection to fire hydrants at multiple locations over time. Use must remain within the District service area, and permits are issued solely at the discretion of the District.
67. “Multiple Meter Service” means a single lateral pipe utilizing a battery of meters for providing domestic service.
68. “NAC” means the Nevada Administrative Code.
69. “NDEP” means the Nevada Division of Environmental Protection.
70. “NRS” means the Nevada Revised Statutes.
71. “New Landscape” means new vegetation planted as part of an initial landscape installation, replacement, or as part of a landscape conversion from turf grass to xeriscape.
72. “Non-Functional Turf” means Turf not meeting the definition of Functional Turf as defined by the Southern Nevada Water Authority at www.snwa.com.
73. “Non-Conforming” or “Non-Conforming Use” means the use of District water that was allowed under zoning regulations and/or the District’s Service Rules at the time the use was established but which, because of subsequent changes in those rules or regulations, is no longer a permitted use. No such Non-Conforming Use shall be enlarged, increased or extended. Non-Conforming Uses do not include Turf.
74. “Non-Potable Water” (e.g., recycled or reclaimed water) means water that does not meet the State of Nevada standards for potable water and that is made available for irrigation purposes for large scale turf and landscaped areas including golf courses, schools, or parks. Non-potable water may include reclaimed or recycled wastewater, water which has been recovered from a ground water recharge or recovery facility for non-potable use, or potable water which has been blended with reclaimed or recovered groundwater for capacity or water quality reasons.
75. “Non-Potable Water System” means a system for the distribution of non-potable water to eligible customers.
76. “Non-Potable Water User” means or person responsible for fees and charges assessed for using non-potable water from a recycled water distribution system. The user shall also be responsible for completing and complying with the non-potable water requirements imposed by NDEP.
77. “Non-Potable Water User Modifications” means on-site modifications and facilities such as

replacement of greens, storage reservoirs, sprinkler systems, installation of a second water distribution system, retro-fitting of certain existing equipment, or the installation of signage to allow the use of non-potable water on the premises in accordance with the approved Effluent Management Plan

- 78. “Non-Residential” means all land uses not designated as Residential.
- 79. “Non-Spray Irrigation” means any irrigation system that applies water without projecting droplets more than one foot (such as drip or bubbler systems).
- 80. “Non-Standard Service Connection” means a service connection from a main to a parcel that is not contiguous to the main to which the connection is made. A service will not be considered or classified as non-standard if the parcel to be served is not adjacent to a public right-of-way, and a permanent right of access with overlapping utility easement is provided for the on-site private lateral. The applicant will be required to provide an easement for the on-site private lateral from the owner of the property upon which the applicant’s private lateral will cross to complete the service connection.
- 81. “Offsite Main” means a main, regardless of size, which extends from the existing system to a development and generally remains outside the development boundaries.
- 82. “On-site Main” means public mains, which are installed specifically to provide service to developments, and are generally located within the development’s boundaries.
- 83. “On-site Non-Potable Water Distribution Pipelines” means the portion of a non-potable water distribution pipeline, sited on the user’s property located downstream of the point of delivery. Ownership, maintenance, and repair is the responsibility of the non-potable water user.
- 84. “Ornamental Water Feature” means any manmade stream, pond, fountain, waterfall, or other manmade water feature that is constructed for decorative, scenic or landscape purposes, excluding swimming pools, manmade lakes, and manmade recreational water theme parks.
- 85. “Overseeding” means the process of spreading seed over an Existing Landscape for the purposes of increasing vegetation, typically turf grass.
- 86. “Oversized Main Extension” means a main larger in diameter than the minimum diameter necessary to provide a supply to a proposed development or the minimum diameter required based on the street right-of-way width, which will be capable of meeting future demands on the District’s distribution system. The District may increase the length or diameter of a main extension beyond that required to serve a particular development, in order to provide for the orderly development of the District’s distribution system, improve water quality, or improve system reliability.
- 87. “Oversizing Charge” means the charge required for service to property where a service connection does not exist, where a service is to be enlarged, or where a service connection is to be added, including connections located within an Assessment District.
- 88. “Park” means a large area providing a wide range of open space for recreational opportunities

that (i) includes facilities and amenities to serve users such as restrooms, group picnic areas, playground equipment and sport fields; and (ii) is either a Public Facility or a private facility located within an HOA-managed community.

89. "Parallel Main" means a distribution main extension, when approved by the District, installed adjacent to a previously existing distribution main or transmission main. Where used, frontage connection charges and refunds will be based on the main providing the direct connection for service.
90. "Parcel Map" means a map as provided in accordance with NRS 278.461, 278.462, 278.463, 278.464, or 278.466.
91. "Person" means any individual, firm, association, organization, partnership, trust, company, corporation, or other incorporated or unincorporated entity, and any municipal, political, or governmental corporation, district, body or agency other than the District.
92. "Point of Delivery" means the location on a property immediately downstream of the District's meter and control valve vault and test port at the boundary of the permanent easement granted by the non-potable water User.
93. "Potable Water" means water treated pursuant to the Safe Drinking Water Act.
94. "Public Facility" means any infrastructure facility, building, structure, service, or combination thereof intended for use by the general public, or land approved for such use, that is owned, leased, operated and/or controlled by a local, state, or federal governmental entity.
95. "Primary Building Permit" means a permit issued by either the City of Las Vegas, City of North Las Vegas, City of Henderson, or Clark County for a structure including the foundation, shell, or other related building components.
96. "Private Fire Service" means a service connection through which water is available on private property for fire protection exclusively. Private fire service shall be equipped with a District approved double check detector assembly.
97. "Private Main" means a water pipeline and appurtenances not owned by the District after completion.
98. "Property" means any real property owned, leased, rented, or otherwise controlled, used, or inhabited by any person holding a water account with the District.
99. "Property Owner" or "Owner" means the owner of record of a property, which has, is, or will be receiving water service from the District.
100. "Public Health, Safety, or Welfare" means any activity where the use of water is the most appropriate and practical method to abate a health or safety hazard, or where the use of water is required to reasonably meet the provisions of federal, state, or local law, or where a project approved by the General Manager is planned, or underway.

101. "Public Main" or "Main" means a water pipeline and appurtenances which is owned, operated, and maintained by the District.
102. "Recreational Water Park" means an amusement park with any combination of water play areas intended for human contact such as pools, water slides, splash pads, lazy rivers, artificial surfing, artificial bodyboarding, and/or water playgrounds, as well as areas for floating, wading, or swimming.
103. "Recycled Water Distribution System" or "RWDS" means the pumping stations, pipelines, control systems, and related facilities and appurtenant equipment, which conveys or aids in the efficient conveyance of non-potable water from the designated water resource center.
104. "Removed Service" means a service connection based on actual field conditions which documents that the service lateral no longer exists. The service is classified as removed in District records. If field conditions later indicate that a service classified as removed was actually abandoned, the service shall be classified as abandoned in District records. See "Abandoned Service."
105. "Reservoir Level Sensing Device" means the equipment owned, controlled, and maintained by the District which is used to monitor and maintain the level of water in a user's irrigation storage pond or other storage facility and for transmission of that information to the District's main control center or to the control valve in the meter and control valve vault.
106. "Residential" means a land use type that includes dwelling units constructed for regular, permanent occupancy as the major function of the structure.
107. "Residential Car Washing" means washing personal vehicles with a leak free hose equipped with a positive shut-off nozzle.
108. "Residential Fire Service Meter" or "RFS" means the District-approved measuring device which is used for the purpose of accurately recording the consumption of water used by customers and that supports domestic water and fire suppression supply.
109. "Residential Main Extension" means the water main and its appurtenances installed by the District to supply water to an individual applicant property zoned single family residential, either as a supplement to the SNWA Well Conversion Program, or for an individual improved lot within a community well system that requests District water service. The main shall be installed and paid for by the property owner in accordance with the District Service Rules.
110. "Resort Hotel" has the meaning ascribed to it in Title 30 of the Clark County Code.
111. "SNWA" means the Southern Nevada Water Authority.
112. "SNWA Commodity Charge" means a water rate imposed to acquire and develop resources and to fund regional facilities.
113. "SNWA Infrastructure Charge" means a fixed charge assessed based upon meter size and customer class.

114. "SNWA Regional Connection Charge" means the charge required of all applicants for service to property where a service does not exist or where service is to be enlarged or added. The charge is based on the demand for water that a connection places on the system whether the result of new development or changes to property within existing development.
115. "SNWA Reliability Surcharge" means a charge based on the total water bill, excluding the Infrastructure Charge, for residential and non-residential customers.
116. "Service" means any action taken by the District, its agents or its employees necessary to satisfy obligations created under the terms of the Service Rules to supply water to its customers including but not limited to repair, maintenance, plan review, inspections etc.
117. "Service Adjustment" means the adjustment of an existing service connection to include the horizontal or vertical extension or adjustment of the meter and meter box, while using the existing lateral or lateral alignment and tap and while maintaining the existing account. This adjustment will not require the payment of inspection fees, unless as otherwise provided for in the Service Rules.
118. "Service Connection" means the connection to the main and the lateral pipe to deliver the water, and may also include a meter, battery, a meter box, vault, valves, thrust restraints, or other appurtenances from a District main, to the point where the water being delivered leaves the piping owned by the District in accordance with UDACS for new service installation.
119. "Service Deposit" means an amount deposited with the District to assure payment of water bills. The deposit may be in cash or another form of security acceptable to the District.
120. "Service Relocation" means a change in location that will require tapping the existing main or a new water main at a new location, installing a new service lateral, establishing a new account, and removing an existing account. This service will require the payment of appropriate application fees, inspection fees, or other charges.
121. "Spacer" means a length of perforated pipe temporarily installed in lieu of a meter or idler while facilities are under construction.
122. "Spray Irrigation" means the application of water by projecting droplets farther than one foot from the sprinkler head.
123. "Subdivision" means land which is divided or proposed to be divided in accordance with the provisions of NRS 278.320 to 278.460.
124. "Sub-meter" means a meter that is used for the purpose of accurately recording the consumption of water used by customers served by a master meter.
125. "Supervised Testing" means supervised operation of an irrigation system for testing, repair, adjustment, or efficiency assessment. The operator must be physically present.
126. "Supplemental Service" means all domestic or combined connections from which water is

delivered for domestic purposes to properties that are also provided water from any other source. This section does not apply to residential properties that are served by a domestic well, as provided for in NRS Chapter 534.

127. “Supplemental Service Connection” means a service connection or connections to property, which is also served by another source of supply, such as a well or non-potable system. A supplemental service connection shall include an approved backflow prevention assembly.
128. “Syringing” means the process of applying small amounts of water to turf grass for the purposes of cooling it and helping it survive mid-day stress.
129. “Tampering” means an act by a person which causes damage to or alteration of District property, including service connections, shut-off valves, hydrants, mains, meters, registers, Endpoint Equipment, service locks, or seals by any willful or negligent act. The person shall be responsible for payment of costs incurred and any and all fees prescribed by the Service Rules or penalties prescribed by law.
130. “Temporary Riser” means a service connection of a minimum of six inches attached to a blow off valve.
131. “Temporary Service Connection” means a District-authorized service connection installed at a location not adjacent to the parcel served, *i.e.*, a non-standard location, and which is subject to removal or relocation when a main is constructed contiguous to the parcel.
132. “Transmission Main” means a main extension that transports water from the main supply or source to a distant area where the water is distributed through distribution lines. A Transmission Main is usually a larger diameter main (greater than 24”) with limited connections that ensure system reliability as well as recognize the nature of the materials used to construct large diameter pipelines.
133. “Turf” means a densely planted grassy area characterized by frequent mowing, fertilization and watering, commonly used for lawns and playing fields. Plant species used in turf areas may include varieties of Bermuda Grass, Fescue, Zoysia, Rye, St. Augustine, or Bentgrass.
134. “Uniform Design and Construction Standards for Potable Water Systems” or “UDACS” means the currently adopted minimum design and construction criteria for water distribution systems within the jurisdiction of the District.
135. “Unusual Installation Conditions” means circumstances that include the length of the lateral, the type of pavement, anticipated soil or other underground conditions, the width or travel conditions of the roadway or right-of-way or conditions imposed as a result of governmental or property owner actions.
136. “Water Efficiency Plan” means a comprehensive plan conforming to District guidelines that contains information related to a development’s consumptive and non-consumptive water demand projections. The plan may include a summary of indoor and outdoor water uses, a description of water fixtures and appliances, cooling systems, misting systems and other water-dependent applications, and a summary of efficiency measures proposed on site.

137. "Valved Outlet" means a valve installed on a main to which a distribution main could be connected.
138. "Water Budgeted Facility" means a facility that is assigned water budgeting provisions by the District in accordance with Chapter 12.
139. "Water Commitment" means a commitment from the District to provide water service to a specific development on a specific parcel of land.
140. "Water Conservation" means the controlled and systematic protection of water resources.
141. "District" means the Las Vegas Valley Water District.
142. "Water Facilities" or "Facilities" includes water mains, reservoirs, pumping stations, fire hydrants, laterals, service connections, backflow prevention assemblies, or associated appurtenances or infrastructure from the main to the point where water being delivered leaves the piping owned by the District.
143. "Water Quality Mitigation Plan" means a plan to establish and maintain the amount of water demand necessary to provide an acceptable chlorine residual, as determined by the District, from the time of connection of a development to the District's distribution system to the acceptance of the project by the District.
144. "Water Resource Center" means a satellite treatment facility that treats only the liquid portion of the wastewater stream as provided by other entities.
145. "Water Theft" means any act taken by a person, for his or her own benefit or the benefit of another individual or entity, to obtain water or service provided by the District without payment therefor through an unauthorized connection to a fire hydrant, an idler, or bypassing the meter, or an unauthorized pipeline diversion. .
146. "Water Waste" means the use of District water in a manner described in Chapter 11.

CHAPTER 2 – WATER COMMITMENT

Before a new development can be approved for construction, or before an existing development can be approved for expansions, additions or changes in development plans, a water commitment must be obtained from or confirmed by the District. A water commitment is the District's commitment to provide water service to a specified development or parcel of land based on the District's evaluation of building permit applications, land use, landscape and site development plans, gross acreage, or any combination thereof. This Chapter identifies the process for obtaining a new water commitment and for confirming an existing water commitment. There are two ways to do so: The Development Review or The Mapping Review.

Notwithstanding any provision in the Service Rules, payment of a fee, or construction of water facilities at a developer's or the District's expense, the District may deny any request for a new water commitment or request for a water connection if:

- a. The District has an inadequate supply of water.
- b. The uses include non-essential uses as provided for in Section 3.10 of the Service Rules.
- c. The commitment or connection will service a property that discharges wastewater to an evaporative pond or septic tank.
- d. Applicable charges are unpaid.
- e. There are physical limitations in the system capacity to serve the proposed customer and simultaneously maintain an adequate level of service to other customers.
- f. Public health, safety, or welfare will be compromised.

2.1 The Development Review & Mapping Review.

a. Development Review.

1. New Development.

The District will review all land development plans, including but not limited to: site development plans, civil improvement plans, landscape plans, fire flow demands, and architectural and plumbing plans in order to determine the service(s) required to serve the proposed development and the water commitment to be issued. The District will review all associated building permit applications that involve plumbing fixtures and/or buildings with fire protection.

2. Existing Development or Redevelopment.

The District will review all building permits with plumbing fixtures and/or fire protection and any site development plans or landscape plans for proposed expansions, additions, changes in use or proposed redevelopment of the site for parcels currently served by the District. It is the District's intent to reassess the existing water services with the proposed changes, additions or expansions to determine if the existing water service(s) for the development are adequate and whether the existing water commitment is still valid before development approval.

3. To obtain a new water commitment through The Development Review, the applicant must first obtain a conditional water commitment from the District. A conditional water commitment may be obtained when all of the following conditions are met:
 - The primary building permit and plans for off-site improvements are approved by all required agencies.
 - All off-site improvements are constructed, or bonds or other acceptable surety are posted, as required by the City of Las Vegas, Clark County or the District.
 - Development approval is issued by the City of Las Vegas or Clark County.
 - All fees, charges or deposits required by the District are paid, all District agreements are executed, and water plan approval is obtained from the District.

Once these requirements are met, a conditional commitment will be issued by the District. The conditional commitment is tied to the primary building permit. If the primary building permit expires, the conditional water commitment is automatically terminated.

The conditional water commitment will become a final water commitment after the water facilities are constructed and accepted by the District, all landscaping has been installed, proof has been provided that the commitment will not service a Manmade Lake, Non-Functional Turf, an Ornamental Water Feature or golf course in violation of the Service Rules; proof has been provided that wastewater will not be discharged to a septic tank or evaporative pond; and the certificate of occupancy or certificate of completion is issued by the City of Las Vegas or Clark County.

If development approval is given by the City of Las Vegas or Clark County to a project which does not require a building permit to be issued in order for the project to be constructed, a conditional commitment may be issued based on off-site improvement plan approval or other beginning action, such as a Notice to Proceed issued by a public entity. The conditional water commitment will become a final commitment when all construction is accepted as complete by all approving public entities.

b. The Mapping Review.

Recordation of a parcel map, land division map, or other map does not provide a water commitment unless the required steps in this section have been completed.

A water commitment will be issued according to the following process:

1. Development Approval.

A new water commitment, except those provided for in this Chapter, will require development approval from the City of Las Vegas or Clark County. The District will

process development approvals on a first come, first served basis as the requirements of the water commitment process listed below are fulfilled, as long as water is available to commit pursuant to the Service Rules.

2. Mapping Process - Water Commitments for all new Subdivisions, new Parcel Maps, or new Land Divisions will be made upon completion of all of the following items:
 - a. A subdivision, parcel map, or land division map must be approved pursuant to NRS Chapter 278, as well as any other approval required from the City of Las Vegas or Clark County.
 - b. Proof that the property will not discharge wastewater to an evaporative pond or septic tank.
 - c. A minimum financial commitment to the project equal to \$5,000 per acre-foot of projected water use has been reached. The financial commitment must be in the form of constructed improvements, bonds, other acceptable surety, or a combination of these. The bonds or other acceptable surety must be certified to the District by the City of Las Vegas or Clark County.

The following new improvements will be considered for satisfaction of financial commitments:

- Streets, roadways, water lines, drainage facilities, traffic improvements, or sewers
- Construction of local and regional improvements
- Site grading
- Foundation or vertical construction of buildings
- Construction and dedication of recreational or community amenities
- Any other District approved physical improvements

The following improvements will not be considered for satisfaction of financial commitments:

- Land acquisition
- Legal fees or representations
- Water, sewer, or utility connection fees
- Building or other permit fees
- Dedication of right-of-ways or easements
- Engineering, architectural, surveying, or other professional fees

- d. Development approval by the City of Las Vegas or Clark County.
- e. All fees, charges, or deposits required by the District are paid, all District agreements are executed, and appropriate water plan approval is obtained from the District.
- f. A final subdivision map, parcel map, or land division map with commitment certified by the District is recorded after completion of Items 1-4.

c. Water will be committed through the above processes as follows:

- Single-family residential subdivision lots or units (including associated common areas), single-family residential parcel map lots, and single-family residential land division lots will receive a water commitment for the intended use unless specifically stated otherwise on the map.
- Non single-family residential subdivision lots, multi-family residential parcel map lots, or multi-family residential land division lots will receive a water commitment limited to one acre-foot per lot, or one acre-foot per acre, whichever is less. If additional water commitment is required to complete a project, the process in effect at the time will be followed.
- Non-residential lots in a parcel map or land division will not receive a water commitment through the mapping process and must follow the process provided in this Chapter.

2.2 Non-Revocable Groundwater Rights.

A person owning a permanent, non-revocable water right for diversions from the Las Vegas Groundwater Basin who donates and transfers the water rights to the District, pays all applicable fees and charges, and meets all other requirements of the District may obtain a commitment from the District in an amount equal to the pumpage permitted to the District by the State Engineer, but not to exceed the amount of water right donated. The water commitment shall become effective 31 days following the date the State Engineer approves an application to change.

2.3 Domestic Wells.

A building or structure which currently receives water from a domestic well may be permitted to obtain a water commitment from the District for the building or structure, provided the existing well is abandoned in accordance with the requirements of the State Engineer. Development approval must be obtained if the domestic well is not required to be abandoned by the State Engineer.

2.4 Revocable Groundwater Rights.

A building or structure which currently receives water from a revocable groundwater right and is required to connect to a municipal water purveyor because the right to use groundwater is revoked by the State Engineer may be provided a water commitment from the District, provided the existing well is abandoned in accordance with the requirements of the State Engineer. Development approval must be obtained if the groundwater right is not revoked in writing by the State Engineer.

2.5 Water Rights to SNWA for Use by District.

Any person can obtain a water commitment without compliance with these Rules if they provide water rights to the SNWA, a percentage of which is for use by the District. The

SNWA and the District shall have the sole authority to evaluate the proposed acceptance of water rights and, based upon water quality, quantity, assured availability, location, deliverability, or legal considerations, shall determine if the offered water rights may be used to obtain a water commitment under this process. If acceptable to SNWA and the District, the District may enter into a contractual arrangement with the person to provide for a present or future water commitment.

A water commitment provided under this provision only exempts the person from the commitment process outlined above. A person with this type of a water commitment must, prior to receiving water service, comply with all other aspects of the Service Rules, including connection charges, frontage fees, or other payments.

2.6 Emergency Service Connection.

The District may provide a water commitment to convert an emergency service connection as defined in Chapter 6 to a permanent service connection.

2.7 Public Entity Acquisition.

A person owning a parcel which is served by the District and is acquired by a public entity by purchase or condemnation is entitled to a new water commitment to re-establish a personal residence or business similar to that existing on the acquired parcel, provided that the person or acquiring entity submits a service connection removal request to the District for the acquired parcel. No additional water commitment or water capacity will be gained by this action should a water commitment already exist for the new parcel.

2.8 Water Commitment Limitations.

Water commitments cannot be traded, sold, or transferred. A water commitment obtained through the mapping process is associated with the land and, once the map is recorded, the fees collected to secure the water commitment are nonrefundable. The developer or successors are responsible for completing the water facilities.

2.9 Commitment Documentation.

The applicant has the responsibility to provide proof to the District of a water commitment or development approval when required.

2.10 Unauthorized Expansion or Addition.

If an increase in water consumption occurs due to an unauthorized expansion or addition to a property as identified in Chapter 2, the District may terminate service to the property in accordance with Chapter 5.

2.11 Water Plan, Landscape Plan and Building Permit Review.

For the developer's convenience, prior to formal submission to the District or development approval by the City of Las Vegas or Clark County, the District will review for consistency

with the District's conditions of service: water plans, landscape plans and building permit plans for new and existing development and advise what changes are necessary in order to receive service under these rules. Such review and advice does not provide any additional consideration toward a water commitment, or any property right in water, to the new development.

2.12 Projected Water Usage.

The projected water usage a project is determined solely and exclusively by the District, including consideration of the density and uses of land permitted in the zoning district.

2.13 Removed Service Connection.

Once a service connection is requested to be removed, a water commitment to the parcel is automatically canceled.

2.14 Reversionary, Merger, or Resubdivision Maps.

If a subdivision, parcel map or land division map, or a portion of it reverts to acreage, is merged and is then resubdivided, the water commitment is automatically terminated for that portion of the property which has been reverted, merged, or resubdivided. The retention or disposition of any water facilities constructed to serve the development shall be at the District's sole discretion.

2.16 Building Demolition.

If a building for which a water commitment exists has been demolished or removed, the water commitment associated with the previous building certificate of occupancy will be terminated.

CHAPTER 3 – CONDITIONS OF SERVICE

The District will endeavor to provide customers with a continuous and adequate supply of water within reasonable maximum and minimum pressures. However, pressure will vary throughout the distribution system. The District requires that facilities connected to the existing District system during construction must consistently meet and maintain pressure and water quality requirements since structures may be connected to installed services while under construction. The developer is responsible for the maintenance of water pressure and water quality for the facilities until accepted by the District.

The District will act to conserve water resources in a manner that reflects the goal of achieving and maintaining a sustainable community within the desert environment of Southern Nevada.

The District may reject, rescind, reduce, or terminate current or proposed uses of water where such use:

- a. Is contrary to the District's obligation to assure reasonable use including compliance with rules for water pressure, quality, efficiency, drought, conservation, or the use of non-potable water for irrigation.
- b. May encumber or impair the District's ability to maintain an adequate level of service to other customers.
- c. Compromises public health, safety, or welfare due to circumstances that affect the available water supply.
- d. May encumber or impair the community's ability to meet regional conservation goals.

The conservation of ground and surface waters is an integral component of the District's long-range goals. The District, through its Service Rules, policies, and procedures makes a consistent effort to maximize the resources of the Colorado River and groundwater basins. The District is required under state and federal laws and regulations to provide for beneficial use and avert the waste of water. The District will continue to use rates, education, regulation, or incentives to develop programs to reduce the waste of water and improve the efficiency of its use. Further, the District may conserve potable water by providing customers with non-potable water resources, when available, for use in an efficient, effective manner.

3.1 Water Pressure.

Property owners or customers are responsible for installation and maintenance of privately owned pressure regulators, or other devices as required. In accordance with the Uniform Plumbing Code, individual pressure reducing valves are required to be installed and maintained by the owner whenever static water pressure exceeds 80 psi.

The District may adjust pressures as the need arises.

3.2 Interruption of Service.

The District will attempt to notify customers in advance of any interruption in service due to repairs, or other causes. In emergency conditions or when notification is not practical, service

may be interrupted without warning for indefinite periods of time.

3.3 Parcel Location Adjacent to a Main.

New applications for service will only be accepted if a minimum of twenty feet of useable main which meets the District's pressure, flow, and capacity standards is located adjacent to the parcel to be served. The main must be within a dedicated right-of-way or easement grant to the District. Where these conditions are not met, an application for service will require a main extension.

3.4 Parcel Not Adjacent to a Main.

In order to obtain service to a parcel not immediately adjacent to a main as required by Chapter 3.3, the applicant will be required to provide a main extension in accordance with the requirements of Chapter 9, or the applicant may make an application for a non-standard service if the property meets the requirements of Chapter 6.

3.5 Damage to Property.

The District will not be liable for damage to real or personal property caused by water running from open or faulty piping or fixtures on the customer's property. Customers who request activation of a service shall be responsible for damage resulting from such activation due to open or faulty piping or fixtures on the customer's property. The District may, at its discretion, opt to return the water service to a shut-off condition if there is an indication of water running on the customer's property at the time of service activation. A fee will apply for requested same day service activation. (Appendix I A.20.) If the District becomes aware of a leak on a customer's property, the District will attempt to notify the customer. The District has no obligation to be aware of or to discover water running on the customer's property at any time

3.6 Access to District Facilities.

Parcel owners who permit landscaping, irrigation, fencing, structures, or other fixed or movable obstructions to block, prevent, hamper, or restrict free and easy access to District facilities for work of any nature, including meter reading, shall be liable for costs incurred in removing such items. Clear access shall be maintained in accordance with easement provisions. A minimum of three feet of clear and level access shall be maintained around District facilities when there is no easement. The District will mail notice by certified mail, return receipt requested, to the mailing address on file with the Clark County Treasurer in order that the property owner may correct the condition. If the property owner fails to remove the moveable obstruction in 14 days or the fixed obstruction within the 60 day period, the District may complete the work at the sole cost of the property owner. In an emergency, the District has the right to cause the obstruction to be removed without notice to the property owner, and removal and all related costs will be the property owner's responsibility. At the property owner's option, subject to the District's prior approval, the District's facilities may be relocated by a Nevada-licensed contractor of the property owner's choice at the sole expense of the property owner, but subject to the standards and procedures of the District. Alternatively, the property owner may make application for relocation by the District and at

that time pay a deposit towards the actual total cost to be borne by the property owner.

Failure of the property owner to comply may result, at the District's election, in termination of water service to the property.

3.7 Efficient Water Use.

Any person or association is prohibited from imposing private covenants, conditions, restrictions, deed clauses, or other agreements, that prevent a person from using water efficient landscaping, including xeriscape, to conserve water.

As a condition of service, customers of the District must use water delivered through the District system in a manner that promotes efficiency and avoids waste.

3.8 Customer Premises.

District employees have the right to access customer property at all reasonable hours for any purpose related to the furnishing of service and protection of water quality. Except where specifically authorized for the purpose of conservation, employees are prohibited from entering customer premises to repair or alter customer piping and fixtures.

3.9 Use of Non-Potable Water for Irrigation.

The purpose and intent of the District is to require large-scale turf and landscape irrigators and appropriate non-residential users to use non-potable water when and where it is made available by the District. Irrigation plans may be evaluated as they are submitted subject to District goals, operational requirements, Service Rules, or criteria for conservation, public health, safety, or welfare, and accessibility and availability of service. The use of non-potable water for irrigation encourages conservation and allows the valuable and limited natural resource of potable water to be freed for other, higher uses. As the population in the Las Vegas Valley continues to increase, it will become increasingly important that large scale turf and landscape irrigators make use of non-potable water.

The rate for non-potable water charged to a customer will be designed to recover all costs to make non-potable water available to a customer, including capital expenditures, treatment, cost paid to other entities for non-potable or recycled water, operations, capital replacement, or any augmentation of supply or resource to meet demand. The sale of non-potable water will not be used to subsidize or otherwise support the District system for the delivery of potable water.

The General Manager has the authority to sign any Agreement on behalf of the District for the provision of non-potable water to any entity if the Agreement in question is in a form substantively the same as any form of agreement for provision of non-potable water that has been approved by the Board.

All other sections of the Rules concerning billing, collections, disconnection, construction, installation, inspections, or approval shall also apply to non-potable water.

3.10 Non-Essential Water Uses.

Because the conservation of water resources is vital to the general prosperity, health, safety and welfare of the community, the District must maintain adequate supplies for all customers, and elimination of non-essential water uses is a critical component of its mission. This applies to both potable and non-potable District water. Therefore, service to Manmade Lakes, Non-Functional Turf, New Development Turf Installations, New Development Spray Irrigation, Pools and Spas, Ornamental Water Features, Recreational Water Parks and golf courses shall be severely limited as described in the following sections, unless the Customer proves an alternative source of water sufficient to negate the non-essential use. Non-Conforming Uses are not subject to the following restrictions unless otherwise noted or prohibited by law, but may not be enlarged, increased or extended.

a. Manmade Lakes.

As of January 1, 2021, the District will not serve Customers who use any portion of the water served by the District for Manmade Lakes, except for the following:

1. A body of water constituting a wetlands project or located in a recreational facility which is owned or operated by a political subdivision of this State that utilizes nonpotable water.
2. A body of water which is located in a recreational facility that is open to the public and owned or operated by the United States of America or the State of Nevada.
3. Bodies of water located on a cemetery which are used for the purpose of storing irrigation water for the same and which have a combined aggregate surface area of less than five and one-half percent (5.5%) of the total cemetery area, respectively.
4. Manmade Lakes first served by the District on or after January 1, 2021 shall have an exclusive meter or meters and pay the highest tier water rate for all of their water use.
5. Manmade Lakes in service before January 1, 2021, having more than one acre of surface area, shall pay the same rate as non single-family residential customers.

b. Non-Functional Turf.

As of January 1, 2027, the District will not serve customers who use any portion of the water served by the District for Non-Functional Turf without an approved waiver from the SNWA. Non-Conforming Use exceptions do not apply to Non-Functional Turf.

c. New Development Turf Installation

With the exception of schools, Parks, and cemeteries ~~where turf installed satisfies the definition of Functional Turf~~, the District will not serve Customers who use any portion of the water served by the District to irrigate Turf areas on properties that are issued a certificate of occupancy by the governing jurisdiction after April 5, 2022.

New turf installations in schools, parks and cemeteries must meet the following specifications to receive service:

1. Turf areas must be at least 1,500 contiguous square feet or greater.
2. No turf shall have a surface area less than 30 feet in any dimension.
3. Turf areas must be located at least 10 feet away from a street, unless it's a fenced area to provide safety for recreational users.
4. The maximum slope of a turf area cannot exceed 25 percent
5. Turf areas cannot be installed within street medians, along streetscapes, or at the front of entryways.
6. Turf installations must provide for active recreation for schools and parks.
- 1-7. Turf installations in cemeteries are limited to burial plots only. The District will not serve other turf areas in cemeteries, including but not limited to areas of decorative turf or turf areas that, in the District's sole discretion, are unreasonably sized for the number of active or planned burial plots.

d. New Development Spray Irrigation

With the exception of schools, Parks and cemeteries on permitted turf installations, the District will not serve Customers who use any portion of the water served by the District for Spray Irrigation of non-Turf landscape areas on properties that are issued a certificate of occupancy by the governing jurisdiction after April 5, 2022.

e. Pools and Spas.

The District will not serve single family residential ~~c~~Customers who use any portion of the water served by the District for pools, spas and/or water features with a combined surface area that exceeds 600 square feet and who obtained a pool permit from the applicable governing jurisdiction after September 1, 2022. The restrictions described in this Paragraph (e) do not apply to Ornamental Water Features.

f. Ornamental Water Features.

As of ~~January 1, 2021~~October 4, 2022, the District will not serve and Customers shall not use District water for Ornamental Water Features, except for the following:

1. A water feature of 1025 square feet or less of surface area at a single-family residence.
2. Water features supplied exclusively by privately-owned water rights, unless restricted by the code of another applicable jurisdiction.
- 2-3. A water feature located entirely indoors.
- 3.—A water feature at a Resort Hotel, provided that:
 - a. The body of water complies with local government permitting and land use regulations; and

~~b. The owner of the Resort Hotel, or its legally authorized designee, on which the feature is proposed must enter into an abatement agreement with the District and satisfy the obligations set forth therein to perform one or a combination of the following abatement requirements:~~

- ~~– Removing turf and converting to xeriscape at a ratio of 10 square feet of turf for each square foot of surface area of the Ornamental Water Feature consistent with the Southern Nevada Water Authority’s Water Smart Landscapes Program’s terms and conditions. Any turf converted to meet these requirements will not be eligible for any Southern Nevada Water Authority program rebates; or~~
- ~~– Supporting the regional conservation program by paying \$30 for each square foot of surface area of the Ornamental Water Feature to the Southern Nevada Water Authority; or~~
- ~~– Reducing or eliminating an existing body of water on the property so that there is an equal or net decrease in water surface area on the property.~~

g. Recreational Water Parks.

As of December 1, 2020, the District will not serve and Customers shall not use District water for Recreational Water Parks until they meet the following requirements:

1. A Water Efficiency Plan is submitted to the District for review and accepted by the District; and
2. The water use must be mitigated before water service is approved. Recreational Water Park water use can be mitigated use by either option or a combination of the following:
 - Supporting the regional conservation program by paying \$30 for each square foot of surface area within the Recreational Water Park to the Southern Nevada Water Authority; or
 - Removing turf and converting to xeriscape at a ratio of 10 square feet of turf for each square foot of surface area of the Recreational Water Park consistent with the Southern Nevada Water Authority’s Water Smart Landscapes Program’s terms and conditions. Any turf converted to meet these requirements will not be eligible for a rebate under any of the Southern Nevada Water Authority’s rebate programs.

h. Golf Courses.

The District will not serve and Customers shall not use District water for golf courses not receiving service from the District or possessing a water commitment from the District as of November 2, 2021.

CHAPTER 4 – REQUEST FOR SERVICE

The categories of request for service are:

1. Request for service through an existing service connection.
2. Request for a new service connection.

The District will require any person requesting service to demonstrate that a water commitment exists, to sign appropriate application forms provided by the District, and to pay all required fees, charges and deposits.

The District provides service in accordance with the Service Rules in certain areas of unincorporated Clark County and in the City of Las Vegas. Service is not provided in the cities of North Las Vegas, Henderson, Boulder City, or service area of any other public water system unless an interlocal agreement authorizing the service is entered into between the District and entity in whose territory or service area the property is located.

Notwithstanding any provision in the Service Rules, payment of a fee, or construction of water facilities at a developer or District's expense, the District may deny any request for a new water commitment or request for a water connection if:

- a. The District has an inadequate supply of water.
- b. The use includes non-essential uses as provided for in Section 3.10 of the Service Rules.
- c. The commitment or connection will service a property that discharges wastewater to an evaporative pond or septic tank.
- d. Applicable charges are unpaid.
- e. There are physical limitations in the system capacity to serve the proposed customer and simultaneously maintain an adequate level of service to customers.
- f. Public health, safety, or welfare will be compromised.

4.1 Existing Service Connection.

Customers requesting service through existing service connections must provide information required by the District. The information shall include full name and valid identification information. Any other person or party requesting to share financial responsibility (or account credit history if a spouse or co-owner) for an account must also provide their full name and valid identification. The customer shall provide any other information which will assist the District in properly locating the service connection, including a description of the development, documentation of installation approval, and the use of water and plumbing plans of the private facilities.

Any costs incurred by the District to bring a service connection into compliance with District standards are the responsibility of the property owner. Physical evidence of a service, including the installation of an approved backflow prevention assembly, if required, on the property does not necessarily mean the service is available for use without additional fees, charges, or necessary improvements to bring the service into compliance with District standards.

The District may permit persons to conduct business with the District, including requests for water service turn-on and shut-off, over the telephone or by electronic means (*e.g.*, website, mobile application, facsimile) provided that the person has established credit with the District, is the property owner, or is identified in District records as authorized by the customer to transact business on the customer's behalf. The District may also permit persons to conduct business with the District, including requests for water service turn-on and shut-off.

4.2 New Service Connection.

A service connection shall be made to a main only after evidence of a water commitment is presented to the District and a proper application has been made by the property owner or his legally designated representative on forms provided by the District, and the application is acceptable to the District. The application for a new service connection must conform to the requirements listed in Chapters 2, 6, and 9. (See Appendix I A.3.F for Installation charges.)

4.3 Relocation of Service Connection.

A service connection may be relocated on an existing parcel, but it may not be moved to a new parcel. The construction of a service connection relocation is subject to the requirements of the Rules. A service may not be moved without the prior approval of the District.

4.4 Inaccurate or Insufficient Information.

If the information provided by the applicant is inaccurate or insufficient after work has commenced or service has been turned on, the applicant will pay all costs, fees, charges or deposits necessary to effect corrective action and Service Rule compliance. This requirement will also apply in instances of on-site changes necessitating corrective action or modification to the service connection.

4.5 Refusal of Service.

Service through existing or new service connections may be refused if:

- a. There is no water commitment to the parcel.
- b. The account of the applicant at the same or other location is delinquent.
- c. The service address has Inactive Consumption or unpaid water bills.
- d. The purpose of the applicant, in the opinion of the District, is to circumvent discontinuance of service in another name because of non-payment of bills or other infraction of the Service Rules.
- e. The use includes non-essential uses as provided for in Section 3.10 of the Service Rules.
- f. District-provided water will be discharged to a septic tank or an evaporative pond.
- g. The requestor is responsible for unpaid Water Theft fees.
- h. Other requirements of the Service Rules are not fulfilled.

4.6 Reapplication for Disconnected Service.

The customer shall be required to pay all past due charges and costs before service will be reinstated, including disconnection and reconnection charges, delinquent processing fee, returned check fee, deposits due, service charge, Tampering fees, or unpaid consumption fees. The District may, at its option, require payment of additional deposits before service is reconnected.

In the event a service is disconnected for illegal or unauthorized use or connection, the property owner will be responsible for reestablishing service and shall be required to pay all applicable fees, charges, or deposits. If service disconnection is not practicable due to fire service protections or other requirements, the property owner will be responsible for payment of all due fees, charges, or other costs.

4.7 Deserted Service Connection.

Applicants who apply for activation of a service that has been classified in District records as deserted will be required to make application for a new service connection and apply for a water commitment as provided for in Chapter 2. The water commitment for the service does not expire, but the property owner is required to pay all installation charges, including the application fee and inspection fee (if a service is installed by a private contractor), to replace the service. If a property owner or applicant can locate a service classified as deserted, the service must be brought into compliance with District standards at the property owner's or applicant's expense, and an application fee must be paid before reactivation.

CHAPTER 5 – TERMINATION OF SERVICE

5.1 Customer Request.

A customer desiring to terminate service shall notify the District and provide a mailing or email address to which the closing bill will be sent. Failure to notify the District shall not relieve the customer of responsibility for payment of any existing billings or any charges prior to notifying the District. Although the District will stop billing upon receiving notice of a desire to terminate service, the District may not shut off or lock the service. Payment for service received after termination shall be the responsibility of the property owner.

5.2 Reasons for Termination of Service.

Reasons for termination of service include:

- a. Non-payment of bills or any other outstanding charges, fees, or deposits;
- b. Non-compliance with the Service Rules, including Rule 3.10 on Non-Essential Uses;
- c. Interconnection;
- d. Actual or potential cross-connection;
- e. Water Theft;
- f. Waste of water;
- g. Failure to repair ongoing leaks/malfunctions;
- h. Damage to property;
- i. Obstructing access to District facilities;
- j. Tampering, including with meters, seals, or equipment;
- k. Discharge of District-provided water into a septic tank or an evaporative pond if the dwelling was constructed or expanded, if the parcel has sewer available within 400 feet, or if the property received notice from the Southern Nevada Health District to connect to a municipal sewer line.

5.3 Notice of Termination.

- a. The District will attempt to notify the customer prior to terminating or discontinuing a service. If the service termination may result in a financial impact to the owner to reestablish service, the District will also attempt to notify the property owner prior to the service termination or disconnection.
- b. The District reserves the right to terminate or discontinue a service without notice for Tampering, Water Theft, or if continuing the service represents a public health, safety, or welfare risk, will result in property damage, or for nonpayment of an account regardless of the address where the debt was incurred.

5.4 Bankruptcy Actions.

- a. In bankruptcy proceedings, the District will make demand for adequate assurance of payment as authorized pursuant to 11 United States Code Section 366.

5.5 Responsibility.

- a. Bills are due and payable upon the applicable due date. When a bill is delinquent, the District may discontinue water service in accordance with the Service Rules. Water service will not be re-established until the delinquent bill, fees, or charges have been paid in full.
- b. Before having to resort to termination of service, if a customer fails or refuses to pay an outstanding bill, fee, or charge, the District may decline to provide service at the same or another location until payment has been made. The District may require the owner of a property, as shown on the records of the county assessor, to sign for service and pay any past due bills to that property when a tenant fails or refuses to pay an outstanding bill, fee or charge, or resolve ongoing water waste.
- c. Outstanding bills, fees, or charges are owed by the customer to whom the service was provided and the owner of the property, as shown on the records of the county assessor. Outstanding bills, fees, or charges also constitute a lien on the property, which will include associated costs such as recording fees. The District may apply deposits to bills, fees, or charges that have not been paid.

CHAPTER 6 – SERVICE CONNECTIONS

6.1 General Provisions and Conditions.

The intention of the Rules is that all water delivered through a service connection will be metered and billed. The use of spacers to deliver water is prohibited. Connection charges shall be the responsibility of the applicant. In addition, the installation of a backflow prevention assembly may be required. Unless the context requires otherwise, a size designated in inch measurements refers to the diameter of the object (*e.g.*, meter size opening, main size).

The District reserves the right to determine the size and type of the service connection to be installed. The minimum lateral size shall be one inch. For new service connections one inch and greater, the lateral pipe shall be a minimum of the same size as the meter. No service connection shall be approved of a size larger than can be supplied by the main without adversely affecting service to other customers.

In the event an existing main is determined to be inadequate to meet the requirements of an application for service and a main extension will provide for those requirements, provisions of the Rules applying to main extensions will be followed.

Whenever two mains are available from which service can be provided, the District shall, at its option, determine the main to be used for the service connection.

Plans acceptable to the District are required for all service connections, except individual residential service connections under two inches in diameter which are installed by the District. Water plans shall be prepared by a Nevada Registered Professional Engineer for review by the District for conformance to District standards. A review does not constitute a decision determining if a water commitment will be granted. The applicant for the service connection is responsible for obtaining all development approval and satisfying all requirements stated in the Rules for obtaining a water commitment.

The District will apply for any permit for work to be performed by the District or for water facilities to be installed by a private contractor which are located within the Nevada Department of Transportation right-of-way. Any fees or charges associated with the permit application will be borne by the person seeking the service connection. Should a permit not be issued to the District, the District will notify the applicant in writing. The applicant may then make application for a permit to the entity having jurisdiction or may request the return of fees, charges, or deposits paid. If the applicant chooses the latter option, the District shall not be required to provide service. If the applicant is unable to obtain the required permit, the District has no obligation to provide service and shall return fees, charges, or deposits paid, except for application fees.

6.2 Location.

Service connections shall be installed at nominal right angles to a main in accordance with District Standard Plates. The point of connection shall not be within a street intersection from curb return to curb return, nor shall any portion of the service connection be within the

intersection. The meter location shall be directly adjacent to the parcel being served within the public right-of-way. If street right-of-way is not available, the District may approve installation within an easement or alley adjacent to or on the parcel to be served. In alleys or easements, meters shall be located at a point as close as practicable to the property line within which the main is located. All meters shall be located outside of driveways and other areas where access by District personnel for operation and maintenance may be restricted. The meter vault shall be located outside of travel lanes and driveways and shall be protected from vehicular traffic, as determined by the District. Public water mains and service laterals shall not be installed longitudinally under driveways, sidewalks, or cross-gutters. A person who feels extraordinary conditions exist that would prevent compliance with this requirement may submit a written request for a waiver of the requirement at the time the water plan is submitted for review.

6.3 Composition.

Specifications for materials, appurtenances, or construction techniques for service connections are determined and approved solely by the District.

6.4 Ownership.

Service connections, including laterals, meters, boxes, shut-off valves, backflow assemblies, or other appurtenances are the property of the District. Upon acceptance of the installation by the District and delivery of an unencumbered bill of sale, ownership is transferred to the District. The District is responsible for the maintenance, repair, or replacement of the facilities, subject to any agreements covering the installation of the facilities. All pipe and fittings on the customer's side of the meter or backflow prevention assembly two inches and below at the end of the brass tail piece, or all facilities within the property shall be installed by and owned by the property owner. The customer must ensure that all pipes, fittings, and facilities on customer's side of the meter or backflow prevention assembly's first below grade horizontal connection are installed and maintained to function with District-owned property and facilities, including any upgrades. Only District employees or contractors, consultants, or their employees authorized by the District may enter into or perform work on District-owned property and facilities. Any entry or work by a person who is not authorized by the District is prohibited.

6.5 Installation of Service Connection.

The applicant shall be responsible for payment to the District of all applicable fees, charges, or deposits in effect at the time the application is made. Service connections may be installed by the District. Service connections installed by the applicant shall comply with the requirements of the Service Rules.

In instances of well abandonment and municipal service connections within the Las Vegas Hydrographic Basin, the District may accept alternate arrangements for payment of all or any portion of the applicable fees, charges, or deposits in effect at the time the application is made, and once all appropriate agreements are properly executed by the property owner through the Las Vegas Valley Groundwater Management Program.

6.6 Emergency Service Connection.

Emergency service shall be authorized for limited periods of time when the usual source of supply fails. Connections may be provided, at the discretion of the District, to any acceptable District facility in conformance with the Service Rules. The applicant shall pay all installation costs and applicable fees, charges, or deposits and shall make application for a main extension in accordance with Chapter 10 if applicable.

All emergency services shall conform with requirements of the Rules and shall be limited to a maximum of 60 calendar days. Should the need for the emergency service extend beyond 60 calendar days, the applicant shall apply to the District for a time extension. The emergency service may be extended by the General Manager until such time as the application can be brought to a regularly scheduled meeting of the Board.

In the event that the emergency service will provide water to multiple users, a deposit shall be submitted that will include an amount for an estimated 30 calendar days of consumption, including service charges for each unit of property to be served. A single monthly bill shall be issued to the applicant, who will be responsible for payment.

6.7 Non-Standard Service Connection.

A non-standard service may be approved when the District determines that a main available to serve the parcel is not adjacent to provide service, or the District determines that a main extension is not practical for orderly development of the system, fire protection, service to other property, or other reasons. On-site piping from the meter to the property served shall not be located within a public thoroughfare. When a main adjacent to the parcel becomes available, the property owner will be required to relocate the service and bring it into compliance with District standards.

A copy of the recorded easement for the on-site piping shall be provided to the District. Only the property owner, or duly authorized designee, may execute a non-standard service connection agreement with the District.

6.8 Meter and Backflow Prevention Assembly Maintenance.

District water meters and backflow prevention assemblies are routinely tested and maintained during normal business hours. This procedure may cause a total shut down of the services located on a site. Property owners may avoid an interruption in service by providing redundant services with adequate isolation valves for isolating each service independently, or a metered bypass valve and piping for services four inches or larger, in compliance with District standards.

6.9 Temporary Service Connection.

A temporary service may be authorized by the District when the applicant provides a guarantee for the construction of any required main extensions and a standard service connection to the parcel. The applicant is required to pay applicable fees, charges, or deposits in accordance with the provisions of the Service Rules.

6.10 Metering Requirements for New Developments.

- a. The intent of the District is to separately meter all services for each dwelling unit, public, quasi-public, commercial, or industrial occupancy. Interconnections are not allowed, which includes expansion of on-site systems to serve adjacent parcels. The District retains the right to determine the quality, quantity, type, size, or location of all such metered services and appurtenances.
- b. Each lot or parcel shall have a minimum of one metered service. If the District determines that a single meter for all service is the most practical installation given the conditions of the site, one meter to serve the entire development may be allowed.
- c. In the event a parcel is divided into more than one lot after water service is obtained from the District, it is the property owner's responsibility to obtain additional water services for the additional lots from the District prior to the parcel division. Interconnections, which include the expansion of on-site systems to serve adjacent parcels, are not allowed.

Commercial developments created through the subdivision process must include Covenants, Conditions, and Restrictions that are acceptable to the District and that provide for property management payment of communal services. Commercial developments may be exempted from this requirement if adequate documentation is provided to support an arrangement acceptable to the District. The District will not prorate water bills between customers.

- d. Water service for mobile home parks will be as required by NRS 461A.230.

Individual meters and services will be required for each lot in mobile home parks constructed after October 1, 1995, unless the park is operated by a non-profit corporation or housing authority. Mobile home parks constructed on or before October 1, 1995 may be expanded using an existing master meter, provided the expansion can be accommodated with the existing water capacity.

6.11 Metering Requirements for Conversion of Developments.

All existing developments which were developed in accordance with the provisions of any applicable zoning ordinance that are to be converted from rental occupancies to occupancies for the transfer of titles in an occupancy and open space may retain the existing metered service without modification, except when such service is required to be modified in the interest of the public health, safety, or welfare. The District may authorize the retention of the existing metered services, with or without modifications, for cause.

6.12 Cross-Connection Control (Backflow Prevention).

The District's Cross-Connection Control (Backflow Prevention) program for service protection is conducted pursuant to NAC 445A.67185 to 445A.67255.

All backflow prevention assemblies for service protection are tested and maintained by the District in accordance with NAC 445A.67185 to 445A.67255.

The District may require access to properties of customers currently receiving water service to conduct a cross-connection control survey pursuant to NAC 445A.67185. The purpose of this survey is to establish the extent of protection required for the District's water system based on an evaluation of how a customer uses water on a site. Examples of on-site uses requiring protection include, but are not limited to, laundries, businesses that mix and process chemicals and water, potable or non-potable irrigation systems, and fire services. Water from a customer's service may, under certain conditions, be drawn into the public water supply through the meter (through a backflow condition such as backsiphonage or backpressure). If there are existing or potential cross-connections with non-potable fluids on a customer's property, the water drawn into the public water supply may be contaminated and therefore compromise the District's supply. The installation of a District approved backflow prevention assembly adjacent to the meter may be required based on the results of the survey and the identification of existing or potential cross-connections within the property. Such installations may also be required pursuant to NAC 445A.67195 to 445A.6721.

The District may determine that there is the potential for contamination of the District's distribution system from an existing service due to processes on a customer's property. This requirement may be made in the absence of a cross-connection control survey pursuant to the conditions specified in NAC 445A.67195 to 445A.67215. At that time, the District may install a backflow prevention assembly at its expense. If a customer requests a larger assembly, the cost of that equipment and installation will be borne by the customer. The customer must provide an easement to the District for this work unless one of approved dimensions already exists.

If the customer objects to the requirement for backflow prevention assembly installation, the customer shall, at its expense, obtain a cross-connection control survey from a Certified Cross-Connection Control Specialist. If the survey finds no need for backflow prevention, the requirement by the District shall be deferred at that time. The District may require the customer to obtain, at his own expense, a similar District approved cross-connection control survey not more frequently than annually to validate that the deferral is still appropriate. An approved copy of the results of the survey shall be provided to the District, which will determine the need for an assembly. Failure to provide such a survey shall be cause for the District to require the immediate installation of a backflow prevention assembly as required by NAC 445A.67195 to 445A.67215. The customer shall pay all expenses required for this installation.

A District-approved backflow prevention assembly adjacent to the meter will be required at applicant's expense for all new services to commercial and industrial facilities, all new fire services, all new potable or non-potable irrigation services, all services for parcels with multiple services, for the relocation or upgrade of existing services, or when on-site work occurs to any facility which would otherwise qualify for installation of a backflow prevention assembly pursuant to NAC 445A.67195 to 445A.67255.

The backflow prevention assembly may be installed by a Nevada licensed contractor, but the installation shall be approved, inspected, and the assembly tested to District Standards before the service is activated.

Installations of backflow prevention assemblies by the customer or applicant shall be accomplished in accordance with Chapter 9. An easement shall be provided to the District for the construction, operation, and maintenance of all backflow assemblies.

Backflow prevention assemblies two inches and smaller may be installed by a licensed contractor provided the Property Owner first obtains a permit from the District. A permit for the installation and inspection shall be obtained by the owner or developer for all assemblies two inches and smaller. Failure to provide the District access to the assemblies shall be grounds for termination of water service. Assemblies must be tested and passed before the District will sign off on the water release for building permit certificate of occupancy.

An approved backflow prevention assembly appropriate to the degree of hazard shall be installed at the point of delivery to an existing customer's water system as a prerequisite of continued service:

- a. Whenever entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist or as required by NAC 445A.67195.
- b. Whenever an emergency shut-off is necessary, as determined by the degree of hazard.

Customers will be notified by mail when a survey or other action (such as a public works or District project related to existing service removal and relocation, or service adjustment) has revealed that an existing service has been identified as requiring installation of a new or upgraded backflow prevention assembly. The customer shall be required to have the backflow prevention assembly installed in a manner acceptable to the District within 120 days from the date of the notification. If, after the 120-day period elapses, the backflow prevention assembly is not installed, the District shall notify the customer of their failure to meet these requirements. If the customer has not completed the installation of the backflow prevention assembly nor responded to the District 30 days following the notification (150 days elapsed time from initial notification) a second notification shall be made to the customer. If, after 30 days have elapsed (180 days elapsed time from the date of first notification) the backflow prevention assembly is not installed, the service to the customer's account may be terminated. The District may elect to install the appropriate assembly at the expense of the customer. Upon completion of installation of the backflow prevention assembly, the District may restore service.

If the customer so requests, the District shall take the necessary actions to have the backflow prevention assembly installed. If a customer qualifies due to a Public Works or District project that requires an existing service removal and relocation, or service adjustment, and the installation of a backflow prevention assembly, it shall be installed at the expense of the District. Any requests for a larger service will result in the customer being charged the full cost of the assembly.

Once a customer requests installation by the District, the 120-day installation period shall be considered as having been satisfied. The District may make arrangements for the installation by a contractor, or may do the installation using District work forces. The application shall be considered to have been received by the District when the customer presents an appropriate

application for installation along with a properly executed easement or license document and delivers payment in the amount estimated by the District as set forth in Chapter 7.6 for the installation work. Following completion of the work, the District shall either refund to the customer overpayments or shall invoice the customer for the monies required.

In locations where physical constraints may preclude the installation of backflow protection on individual services, the District may choose to install a properly sized backflow prevention assembly on a portion of the distribution system to protect other customers in the vicinity. In this situation, the District shall make all arrangements for the backflow prevention assembly installation.

6.13 Installation of Hydrants.

The District may install a fire hydrant for single-family residentially zoned lots with fire department approval when the owner of the lot applies for domestic service and pays all applicable fees, charges, or deposits, which must include the cost of the fire hydrant and installation.

6.14 Water Theft Prohibited.

- a. Unauthorized connections threaten the integrity and reliability of the District's system in several ways, including but not limited to affecting water pressure, threatening water quality and damaging District facilities. The theft or attempted theft of water through an unauthorized connection poses a risk to the public's health and safety, and Water Theft is therefore prohibited by these Service Rules, as well as Chapter 167, Statutes of Nevada 1947, Section 10.
- b. In the event of Water Theft, the District may pursue any and all remedies available at law and equity, regardless of Customer status, including but not limited to: issuing violation notices, assessing administrative water theft fees, charging for estimated usage and damage to District facilities, filing a civil action for damages, seeking criminal penalties, issuing misdemeanor citations and reporting the theft to the Las Vegas Metropolitan Police Department or another appropriate law enforcement, regulatory or licensing agency. The District may also terminate or refuse service to persons or entities that engaged in or benefitted from Water Theft.
- c. Persons or entities issued a notice of violation shall be charged for estimated water usage at 12x the applicable rate, charged for the cost of any damage to District facilities and assessed an administrative fee in accordance with Appendix I A.22. Violation levels shall be based upon the recipient's violation history for the preceding 18 months. The District has adopted Water Theft policies and procedures that:
 - Specifically define Water Theft and exemptions;
 - Require observation and documentation or other reliable evidence of Water Theft;
 - Require notification explaining the District's policy prior to fee assessment;
 - Provide a mechanism by which a Water Theft violation and/or fee may be appealed to an independent hearing officer pursuant to Rule 12.8.
- d. Contractors and developers are responsible for ensuring their contractors, employees and agents comply with the District's Service Rules, including rules requiring the use of approved metering and backflow devices and rules prohibiting Water Theft. Water

Theft violation notices, fee assessments and estimated charges for stolen water and damage to District facilities may, in the District's sole discretion, be issued to the developer or contractor. In such an event, the developer or contractor is responsible for payment of all fees and charges assessed, and service to the developer or contractor may be terminated or refused for non-payment or recurring violations.

CHAPTER 7 – CHARGES, FEES, OR DEPOSITS

Charges and fees are collected to support the District’s obligation to carry out its statutory duties, including maintenance and replacement of the water system, development or expansion of the system, operation of the system, payment of debt obligations, retention of adequate reserves, and sustaining a stable rate structure. Charges, fees, and deposits are specified in Appendix I.

7.1 Backflow Service Charge.

All customers having, or who will require, backflow prevention assemblies above or below ground shall be required to pay the backflow daily service charge for each backflow prevention assembly required by the District. (See Appendix I A.1.) This charge shall be in addition to other daily service charges.

7.2 Combined Service.

The LVVWD and the SNWA daily service charges will be determined by applying the daily fire service charge to the larger meter and the daily domestic service charge to the smaller meter and adding these charges to the SNWA daily domestic and fire charges. The consumption through both meters will be added together and billed at the appropriate domestic service rate based on thresholds for the smaller meter. Charges for combined services include, but are not limited to, those on the LVVWD and SNWA daily service charges - Combined Service table. (See Appendix I A.2.)

7.3 Connection Charges.

A connection is defined as a service connection or main extension connected to an existing main. A connection shall not include an emergency service connection, interim or construction water service or temporary service connection. Any connection charges based on a meter size will be based on the smaller meter for combined services.

Installation charges, fees, or deposits shall be payable in advance in accordance with the approved rate schedule in effect at the time of water plan approval or at the time the District’s water service application form is signed and returned to the District. Any and all required or outstanding bills, charges, fees, or deposits for any service or project must be paid to the District prior to approval of water plans for construction, or prior to commencement of any scheduling or construction activity for services to be installed by the District.

- a. “Application Fee” means the non-refundable charge required of all applicants for service to property where a service connection does not exist, where a service is to be enlarged or where a service is added, including those temporary connections and those connections located within an Assessment District. The charge is based on meter size. The charge includes District costs for the initial application, engineering review and water commitment process, water plan approval, and miscellaneous related administrative costs. Fees are established for revisions to the initial application. These fees are non-refundable, and valid for applications submitted for two years from the time of payment. The application fee is required for the reactivation of a service classified as deserted, a temporary service, or an interim service. (See Appendix I A.3.a.)

Application fees are due for relocations of existing fire hydrants or service connections on the same parcel of land.

The application fee does not apply to adjustments to or relocation of water facilities completed in conjunction with public road improvement projects, or work necessary for the installation of a new backflow prevention assembly required as a result of the District's Cross-Connection Control Program.

An application fee is required for a fireline without domestic meter installation or a water plan with a public fire hydrant, which include a temporary fire hydrant or temporary riser, without domestic meter installation.

There will be a charge for staff review of each revision to applications and plans that constitute a change to documents, fees, or services.

- b. "Facilities Connection Charge" means the charge required of all applicants for service to property where a service connection does not exist or where a service is to be enlarged or added. The charge is to be paid based on meter size and the current rate. Beginning January 1, 2021, the Facilities Connection Charge will be adjusted annually for all projects approved on or after March 1. The rate will be set in accordance with the annual increase as of September of the previous year's Engineering News Record, Construction Cost Index, 20 City Average. (See Appendix I A.3.b.)
- c. "Frontage Connection Charges" applies to all connections through which water will be delivered from an existing main to particular parcels of property which are adjacent to the right-of-way or easement wherein that existing main is located. If additional connections will not be required for subsequent phases, the frontage connection charge for projects with multiple phases is due for all remaining phases at the time the initial connection is approved. The applicable frontage connection charges shall be the amount specified in the rate schedule. (See Appendix I A.3.c.)

Frontage connection charges shall not apply to the connection of a property to a particular main if that main was installed as a main extension to serve that property. If a parallel main exists, the frontage connection charges shall be based on the main providing the direct connection to the service. Conditions for installing a parallel main are contained in Chapter 9. Frontage connection charges shall apply to properties within assessment districts when the connection is made to a main installed after the installation of mains for the Assessment District. A minimum charge shall apply to any parcel having less than 70 feet of chargeable frontage. Connections to serve median strips within a publicly dedicated right-of-way or land either publicly owned or controlled landscaped trails and paths shall be charged the minimum charge regardless of the length of the median strip or landscaped area. Unless agreed to specifically by the District, the depth of such landscaped areas shall be no greater than 20 feet.

Upon application for a connection to a parcel not presently having a connection, frontage connection charges shall apply to the side of the property where the connection is to be made. Upon application for an additional connection to a parcel where the connection is to be made to a side of the property not presently having a connection, frontage connection

charges shall apply to that side of the property. Upon applications for connections to more than one side of a parcel presently not having a connection, frontage connection charges shall apply to each side of that property where a connection is to be made.

Relocation of, or additional connections on, the same side of the property where frontage connection charges have been assessed shall be exempt from frontage connection charges. Non-standard service connections shall be assessed the minimum frontage connection charge when the main providing water is not directly adjacent to the property. An existing service connection may be relocated on the same parcel, with the approval of the District, however it may not be moved to a new parcel. A relocated service connection shall be installed pursuant to the same Rules and applicable rate schedules as a new service connection, except that no facilities or regional connection charges shall be applied. Frontage connection charges will not apply if the connection is to the same side of the parcel and the new connection is made to the same main as the original connection. For connections to any other main along that side of the parcel, the frontage connection charges provisions shall apply (See Appendix I A.3.c.)

If more than one main is available with sufficient pressure and capacity for a connection, the applicant may request a connection to a specific main. The District may elect to require the connection be made to another main. If so, the Frontage connection charge shall be the lesser of the charge for the main preferred by the applicant or the main to which the connection was actually made.

- d. “Inspection Fee” shall apply to all new water facility installations and water service relocations constructed by private contractors. The fee is based on the quantity, type of water facility installation, or size of the meter. The charge includes District costs for the inspection and related administrative costs of water facility installation. The fee must be paid prior to water plan approval and may be refunded if work does not begin. The fee is not refundable or prorated once construction begins. The inspection fee is valid for two years from the date of plan approval. Any time extensions for work remaining after the two year period require payment of an additional inspection fee for those portions of the project which are incomplete. Any inspection required after the the District’s scheduled work week for Inspector working hours will be charged in addition to these fees. (See Appendix I A.3.d.)

The inspection fee does not apply to adjustments to, or relocation of, water facilities completed in conjunction with public road improvement projects.

Inspection fees are due for service connection relocations and service connection size increases.

- e. “Oversizing Charge” will be based on meter size, and the funds collected will be used to refund oversized main extension costs. The oversizing charge also applies to enlarged or added service connections, including those connections located within assessment districts. (See Appendix I A.3.e.)
- f. Service Connection – Installation. If unusual installation conditions exist, the applicant will be advised of the terms and conditions that must be met before an application for service will be accepted. In circumstances under which the District anticipates unusual installation conditions, the applicant shall pay a deposit established by the District. A refund or billing

will be made when the job is completed and actual cost determined by the District. Unusual installation conditions shall exist when, in the opinion of the District, the installation is to be made under conditions that would result in unusual or significant departure from the basic installation charges set forth in Appendix I. A.3.f.

- g. Service Connection – Relocation. An existing service connection may be relocated on the same parcel, with the approval of the District, but it may not be moved to a new parcel and may not be used to serve an adjacent parcel. A relocated service connection shall be installed pursuant to the same Rules and applicable rate schedules as a new service connection, except that no facilities or regional connection charges shall be applied. Frontage connection charges will not apply if the connection is to the same side of the parcel and the new connection is made to the same main as the original connection. For connections to any other main along that side of the parcel, the frontage connection charge provisions shall apply. The person requesting the relocation will be responsible for the cost of relocation.
- h. Service Connection – Removal. In the event that a service connection is to be permanently deactivated, the owner of the property must sign a service removal form provided by the District. The meter and other salvageable materials may be removed by the District without credit to the property owner or by a private contractor in accordance with the requirements of Chapter 9. In the event a service will be relocated or the size of service changed, the service removal may be completed either by the District on an actual cost basis or by a private contractor in accordance with the requirements of Chapter 9. Any water commitment associated with a removed service shall terminate, except as provided in Chapter 2.8.
- i. Service Connection – Size Increase. An existing service connection may be enlarged with the approval of the District provided a water commitment for the additional capacity requested is obtained in accordance with Chapter 2. An enlarged service connection shall be installed pursuant to the existing Rules and applicable rate schedules. If the new service connection is not on the same side of the parcel as the abandoned or removed service, frontage connection charges may apply. Facilities connection charges, regional connection charges, or oversizing charges shall apply to increases in meter sizes. Existing services will receive a credit for facility connection charges, regional connection charges, and oversizing charges based on the rates in effect at the time of the application. The credit will be applied toward the new charges for the service or services being applied for on the parcel. Regional connection charge credit will be calculated based on the current land use of the existing service. Land uses with regional connection charges on a per unit basis will be given a credit to be determined using the Clark County Assessor records in place at the time of the application. The full application fee and inspection fee (for service connections installed by private contractor) for the new service size will apply. (See Appendix I A.3.a. and A.3.d.)

7.4 Construction Water and Other Approved Uses.

- a. Construction water taken through public fire hydrants except for firefighting purposes will be metered. Fees and charges stated in Appendix I A.4 apply to use of construction water. Stand tanks must be used and maximum flow rates will be specified by the District in closed pressure zones. A backflow prevention assembly is required when hydrant meter connections do not serve a stand tank with an approved air gap.

One working day notice is required to set fire hydrant meters and requests must be received before 4:00 p.m. Requests received after 4:00 p.m. for next day service and requests for same day meter installation before 4:00 p.m. that day may be accommodated with payment of an additional fee. A fire hydrant permit fee will be charged. A refundable damage deposit will be required for each hydrant valve and meter. All or a portion of any remaining deposit may be refunded upon termination of the service if the hydrant, hydrant valve and meter are undamaged during the period of use and all inactive hydrant meter water accounts have been paid in full. The District may, at its discretion, apply the damage deposit to the closing bill. A refundable damage deposit will be required for each backflow prevention assembly installed by the District on a hydrant meter. This deposit will be applied to the closing bill upon termination of the service if the backflow prevention assembly is undamaged during the period of use. The District service charge for a fire hydrant meter shall be assessed per day. The SNWA non-residential daily fire infrastructure charge shall be assessed per day, based on a three inch meter. (See Appendix I A.11.) The SNWA commodity charge will be charged to the customer. (See Appendix I A.15.) The SNWA reliability surcharge will be charged to the customer. (See Appendix I A.18.) The consumption rate shall be set at the third tier consumption rate. (See Appendix I A.19.) The mobile meter permit fee shall be assessed per year. The fee may be prorated monthly based on the month of the permit application. The deposit for a mobile meter is based on the replacement cost of the mobile meter paid by the District. If a service is processed for shut-off for non-payment of bills, payment arrangements, deposits, or other violation of the Rules, the customer shall pay a delinquent processing fee. (See Appendix I A.7.)

In lieu of a fire hydrant meter for taking construction water, the construction water may be taken through the service connection which is intended to serve the parcel, or it may be taken through any other metered method approved by the District which assures that all water utilized during the construction period is metered.

The construction period shall be considered to have ended for the developer upon notification to the District by the applicant and after the District has made a final meter reading for billing purposes. The District will then shut-off the service unless it has received an application for service to that location. Water used through a service connection on a parcel prior to notification to the District that the construction period has ended will remain the responsibility of the developer or owner. The District reserves the right to audit all development to ensure all parcels are properly metered and consumption is measured and assessed for billing purposes.

The developer or owner responsible for the development agreement may transfer, for the purposes of construction water billing only, all or part of a development to a subsequent developer following the installation, inspection, and acceptance of facilities as shown on the approved water plans. The developer shall notify the District of the transfer in writing, specifying by lot and block and supplemented by an annotated map of approved water facilities plans the portions of the development transferred by written, executed agreement to the subsequent developer. A subsequent developer shall be responsible for the billing for construction water, any outstanding water facilities remaining to be completed, and any damages caused by his actions to District facilities within this approved transferred area.

b. Non-Metered Construction Water.

Water used in the disinfection of newly constructed public water mains does not have to be metered. Flushing of the mains shall only be done in the presence of a District representative.

7.5 Daily Service Charge.

Domestic service customers will be billed a daily service charge based on meter size multiplied by the number of days in the billing period. Beginning January 1, 2019, the Daily Service Charge will be adjusted annually on January 1. The rate will be set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board. (See Appendix I A.5.)

7.6 Deposits.

- a. Assure Payment of Bills - Security Deposit. The District may require security deposits from new customers who have not established credit with the District, or from customers whose accounts are delinquent, or in any situation where the District has cause to believe that a deposit is required to assure payment. For accounts where credit has not been established, or for accounts that are delinquent, the deposit will be in an amount proximate to, but not less than two and one half times the highest monthly bill as assessed during a twelve month period. The District may establish standard deposits for various service sizes and types. (See Appendix I A.8.)

Deposits must be paid in full on the date they were assessed to the account, or service may not be activated or restored on the date requested. The District may, in its sole and exclusive discretion, make arrangements to extend this payment deadline or allow the customer to pay the required deposit amount in installments. Failure to remit valid payment in compliance with arrangements made may result in service discontinuance without notice. A surety bond acceptable to the District may be presented in lieu of a cash deposit.

Deposits will be applied as a credit on the customer account at such date as the customer has established credit to the satisfaction of the District, or refunded to the customer at the District's discretion, or applied to the closing bill upon discontinuance of service. Interest on security deposits will be credited to the customer's security deposit account on a quarterly basis or on the date the customer's deposit account is closed.

The annual interest rate for the ensuing year will be a rate equal to the regular savings deposit rate of a major local commercial bank as of the first business day of the calendar year.

- b. Projected Costs Basis - Deposit. When the District is requested to perform work and where there are no fixed charges, the applicant shall deposit an amount established by the District, in addition to connection charges and other applicable fees, prior to commencement of work. A refund or billing will be made when the job is completed and

actual cost determined. When requested by the applicant, the District may establish a not to exceed upper limit.

- c. Interest on Deposits. Except as provided for deposits to assure payment of bills, any cash deposit or other payment paid to the District will not accrue interest.
- d. Public Agency Deposit Requirement. In lieu of cash a deposit or surety bond, a purchase order may be accepted from a public agency.

7.7 Damage to or Tampering with District Property.

Persons causing damage to, altering or otherwise Tampering with, District property by any willful or negligent act shall be responsible for payment of costs incurred, and fees as prescribed by the Service Rules or penalties prescribed by law. (See Appendix I A.6.)

If a lock installed on a service connection to restrict use of water is removed by anyone other than an authorized District employee, the customer or developer shall be charged for a damaged lock, in addition to any other charges or fees. If a lock for a backflow prevention assembly enclosure is cut or damaged, the customer shall be charged for the cut or damaged lock, in addition to other charges or fees.

7.8 Delinquencies & Deficiencies.

- a. Late Fees - Delinquent Accounts. If payment of a bill is not received by the District prior to the due date as stated on the bill, ~~(the date being the first working day 24 calendar days after the billing date)~~, the account shall be charged, on the next succeeding bill, four percent (4%) of all amounts in arrears. Governmental agencies are exempt: (See Appendix I A.7.)
- b. Processing Fees. If a service is processed for shut-off for non-payment of bills, payment arrangements, deposits, or other violation of the Rules, the customer shall pay a delinquent processing fee (See Appendix I A.7.) Before service will be reactivated, the customer must pay the total amount due including any assessed security deposits and related delinquent processing and restoration fees. The District may, at its sole and exclusive discretion, make arrangements for other than full payment. Should the customer reactivate or tamper with the service without consent of the District, an additional charge will be made for each such occurrence (See Appendix I A.6.) Service shall be considered processed for shut-off as of the date immediately following the due date of the bill or payment arrangement.
- c. Deficiency Fee. The District will assess a fee per service, per day, for each inspected deficiency not corrected by a developer, until the deficiency is corrected. This charge shall be assessed against parcels where a tenant has occupied the premise without the service being inspected, approved, and accepted by the District for the City of Las Vegas, or without a Certificate of Occupancy issued by Clark County or the City of Las Vegas.

7.9 Excessive Use Charge

In addition to standard water rates, the District will assess a fee for any single family residential customer whose water use in a given month exceeds the established Excessive Use Threshold. (See Appendix I A. 9).

Beginning January 1, 2023, the following Excessive Use Thresholds will go into effect:

	<u>Winter</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>
	<u>Nov. 1–Feb. 28/29</u>	<u>Mar. 1–Jun. 30</u>	<u>May 1–Aug. 31</u>	<u>Sep. 1–Oct. 31</u>
<u>Monthly Threshold</u>	<u>14,000 gal</u>	<u>16,000 gal</u>	<u>28,000 gal</u>	<u>26,000 gal</u>
<u>Daily Threshold Equivalent</u>	<u>467 gal</u>	<u>533 gal</u>	<u>933 gal</u>	<u>867 gal</u>

7.9.10 Non-Potable Water System (NPWS) Connection.

The formula to calculate the cost for a Non-Potable Water User is as follows:

A new User will pay for their proportional share of the net system capital costs which have been paid as of the end of the prior fiscal year.

	NPWS Capital Costs Paid-to-Date (amount of debt repaid)
Minus	NPWS Depreciation to Date
Equals	NPWS Net Capital Costs Paid-to-Date
	New Subscriber Estimated NPWS Maximum Daily Water Consumption
Divided by	Total Estimated NPWS Maximum Daily Water Consumption (including new subscriber)
Equals	Estimated New Subscriber Pro rata Maximum Daily Water Consumption
Multiply by	NPWS Net Capital Costs Paid-to-Date
Equals	New Subscriber Amount

All funds received will be included in the NPWS Capital Costs Paid-to-Date. A calculation with a negative result will result in an amount of \$0. All amounts are non-refundable.

All Users who provide non-potable mains to service their facilities from a District-approved facility shall be subject to application and inspection fees based on the size of the main and the fees in effect at the time of plan approval.

7.10.11 Meters.

- a. Meter Credits. If meters obtained from the District for the purpose of being installed by a private contractor during construction of a development are returned before the project has received final acceptance from the District unused and undamaged meters, with an original receipt will be credited 100% of original developer cost. (See Appendix I A.109.)
- b. Meter Installation. When the District discovers that water is being taken through an unmetered service, is damaged, or the meter is not operating properly, or the wrong size meter was installed, and the water plan approval required that the meter be set by the developer, the District will install the meter and charge an installation charge. The cost of the original meter issued to the developer will be refunded if that meter has not been used or damaged and is returned to the District. If the development is under warranty for its water facilities, the developer can replace the meter at his expense. (See Appendix I A.910.)
- c. Meter Size Change. Meters in place, which are of a size less than the diameter of the lateral pipe, may be replaced with a larger size not to exceed the size of the lateral pipe. Applicants shall pay the full application fee for the new service, the meter charge, and other charges as established by the rate schedule. Facilities connection charges, regional connection charges, and oversizing charges shall apply to increases in meter sizes. A water commitment in accordance with Chapter 2 must be obtained before a meter may be increased in size.

Meters sized two inches and less may be replaced with a smaller size meter upon request of the property owner and with District approval. The cost to reduce the meter size shall be the cost of the new meter plus an installation fee, plus all other applicable fees and charges (See [Appendix I A.9](#).[Appendix I A.10](#).) Applicants for replacement of meters greater than two inches with a smaller size shall pay all costs incurred.

The District may replace a battery of meters with a single meter, replace a single meter with a battery of meters, or install an appropriately sized meter, service, and backflow prevention assembly to meet a current demand, providing such replacement does not impair service to the customer. The owner or applicant shall be responsible for all applicable fees and charges.

- d. Meter Testing Fee. A customer who is serviced by a meter two inches and smaller and has requested that the meter be removed for accuracy testing and replaced with another, shall be assessed a fee. (See [Appendix I A.9](#).[Appendix I A.10](#).) The fee will be waived if the overall accuracy of the meter as tested is outside the defined acceptable parameters as established by the American Water Works Association.

~~7.11~~7.12 Non-Potable Water Irrigation Rate.

The Board will establish non-potable water irrigation rates as necessary to maintain revenue, at a level to pay all costs of each project.

The non-potable water irrigation rate for large turf and landscaping irrigation per 1,000 gallons and is subject to change at any time. (See Appendix I A.110.)

The non-potable water irrigation rate will be at or below the annual average cost that the potable and non-potable water users would pay for potable water service on an annual basis.

Periodically, the annual average cost will be computed for a recent 12-month period using the actual monthly water demands of each non-potable water user and each golf course consuming potable water. Each water service included in the computation will use service size to determine the appropriate daily service charges, daily backflow service charges, and water tier sizes. SNWA commodity charge, SNWA reliability surcharge, SNWA infrastructure charge, and any other charges normally paid by potable water users for irrigation water service will also be included. When new potable water rates are being proposed, the annual average cost computation will be adjusted to reflect applicable changes in any and all components of the computation.

7.127.13 Non-Revocable Groundwater Rights.

The District may purchase non-revocable groundwater rights subject to verification of the standing and duty of the permit and approval from the District's Board of Directors. When non-revocable groundwater rights are purchased by the District, the amount paid is based on the value to the District. _____

7.137.14 Public Fire Hydrants.

- a. Private Use. Connection to a public fire hydrant which has been dedicated for public use is prohibited unless a permit is issued by the District and a District owned hydrant valve and meter are used. The applicant shall pay a permit fee in accordance with the rate schedule prior to issuance. The applicant for the permit shall designate the period of time and purpose for which water is to be used. The District may discontinue the service and remove its equipment if the water is used for any purpose other than that designated by the applicant, or if any part of the fire hydrant is operated. The District may establish limitations on the rate of flow and time of use. The District will install all equipment necessary for the meter connection and no water will be used until such equipment is installed. Except for emergency service connections, which may be established by the District for a limited time, water service from a fire hydrant for domestic purposes is prohibited.

The applicant shall use District installed backflow protection to prevent backflow to the District's system.

An unauthorized or unmetered connection to a fire hydrant constitutes Water Theft, for which the District may pursue all available remedies, including those described in Section 6.14.

A mobile meter may be provided to small users who generally move to multiple locations over time. These meters are granted at the sole discretion of the District. Mobile meter permit holders must:

1. Pay an annual permit fee. (See Appendix I A.4.)
 2. Report the location of all water taken each day upon request by the District.
 3. Acknowledge the initial meter reading.
 4. Agree to have readings estimated for an average monthly bill throughout the year and balance the actual read at the time of the annual meter inspection against the billable consumption for the year for payment or credit adjustment to the account, or refund.
 5. Have the meter inspected annually.
- b. Credit Privilege for Hydrant Permits. The privilege of credit for hydrant permits may be granted to contractors licensed in Nevada, and requests for the credit may be made by phone or other electronic means, provided that:
 1. The privilege is not abused,
 2. Payment for each hydrant permit is received by the District as part of the payment for the first water bill issued for such permit.

7.147.15 Private Fire Protection Service.

Applicable to all services through which water is to be used solely for extinguishing fires. Private fire service shall be assessed a daily service charge. Non-residential private fire protection services will be assessed SNWA non-residential daily fire infrastructure charge. (See Appendix I A.124.)

Unauthorized Use of Private Fire Protection Service. When it is found that a private fire service is being used for purposes other than standby fire protection, the District will bill the customer for all private fire protection water consumption measured by the detector check assembly times

an applicable service size multiple. (See Appendix I A.121.) Failure to discontinue unauthorized use will be cause for shut-off or prosecution as prescribed by law.

7.157.16 Reactivation of Deserted or Inactive Services.

Upon receipt of an application, a deserted or inactive service may be activated provided the applicant pays any costs required to locate the service and upgrade it to current District standards. If the service cannot be located, it will be classified as abandoned or removed. If a service is located but found to be non-functional, the service may be classified as abandoned or removed.

7.167.17 Recharge Water Rates.

The Board may establish recharge water rates in conjunction with a Peak Demand Management Program. These rates will be established to meet costs during winter months for water purchased in conjunction with a recharge effort as part of a peak demand management agreement. Each agreement must be approved by the Board of Directors.

7.177.18 Reestablish Service Fee.

Customer or property owners will be charged a fee per incident for services that have been locked for Tampering, illegal use, or prevention of further damage to District facilities. (See Appendix I A.132.) Further service to the property must be established only in the name of the property owner. When service is shut-off at the main, or restricted from use by the District by means other than locking the service, the property owner or the property owner's representative possessing an appropriate power of attorney must pay a deposit to the District in the form of cash, cashier's check, money order, or credit card to cover the actual cost of damage incurred by the District in addition to any other applicable fees, charges or deposits before a turn-on will be scheduled (See Appendix I A.7, A.8.) Once actual costs are determined, the property owner will be billed or refunded the difference between the deposit and the actual cost.

If it can be demonstrated to the District that neither the property owner nor a legally designated representative is available to meet the above-mentioned requirements for turn-on, a resident of the property may have water service reinstated by securing and delivering to the District a one year irrevocable letter of credit or a bond in a form approved by the District, in an amount equal to two and one half times the highest monthly bill as assessed during a twelve-month period, in addition to posting a cash deposit to cover the actual cost of damage incurred by the District. (See Appendix I A.8.) If the cash deposit exceeds the damages incurred by the District, a refund will be made. If the cash deposit does not cover the damages incurred by the District, the balance will be due from the owner, or representative, prior to restoring service.

7.187.19 Residential Main Extension.

If required by the fire department, the installation of a fire hydrant as part of the approval process for a Residential Main Extension shall be assessed an inclusive charge of all fees and charges associated with that installation. (See Appendix I A.143.)

~~7.19~~7.20 Service Guarantee Program.

At the District's sole discretion, the District will apply a credit (See Appendix I A.1~~53~~4) to a current customer's active account in the following situations:

- a. If the District shuts off the customer's water service in error.
- b. If the District does not activate the customer's service on the date requested.
- c. If the District does not respond to a billing inquiry within seven business days.
- d. If the District validates receipt of payment, but does not process the payment correctly.
- e. If the District, in its sole discretion, determine if this credit is warranted due to actions of the District's staff.

Additionally, if District personnel, while in the course and scope of District duties, physically damage a ratepayer's property that is not improperly located within, above or near a District easement or District property, the District will repair or pay to have repaired the ratepayer's property.

~~7.20~~7.21 SNWA Commodity Charge.

SNWA imposes a commodity charge to fund regional water facilities. The District is required to pass through this charge to all District Customers, except customers in Jean, Nevada. (See Appendix I A.1~~64~~5.)

~~7.21~~7.22 SNWA Daily Infrastructure Charge.

The District is required to pass through the SNWA Daily Infrastructure Charge to its Customers. The SNWA Daily Infrastructure Charge will be multiplied by the number of days in the billing period to determine the respective charge for that billing period. (See Appendix I A.1~~75~~6.)

~~7.22~~7.23 SNWA Regional Connection Charge.

The SNWA Regional Connection Charge is required for each new connection within the District's service area and applies whether a connection is the result of new development or modifications to property within existing development, including the connection of additional dwelling units, hotel or motel rooms, or RV spaces at properties with existing service. The charge is based on the demand for water placed on the system by development or redevelopment and will be charged at the current applicable rate. The charge is used to acquire and develop resources and to fund regional facilities constructed by SNWA to support the demand created by a new connection. Funds collected shall be transferred to SNWA to acquire and develop resources and to fund regional facilities constructed and operated by the SNWA. This charge, which the District is required to pass through to its Customers, does not apply to applications for service within Jean, Nevada. (See Appendix I A.1~~86~~7.)

~~7.23~~7.24 SNWA Reliability Surcharge.

A reliability surcharge is charged on all residential class customers at .25 percent of total water bill for service charges and consumption rate. Residential class includes all multi-residential classes, as well as single family residential. (See Appendix I A.1~~97~~8.)

All other customer classes are charged at two and one half percent of total water bill, including service charges, backflow, and consumption rate.

The reliability surcharge is collected by the District at the same time and in the same manner as monthly water bills, except those in Jean, Nevada. Charges for water may be affected by water budgeting rules provided in Chapter 11.

7.247.25 Tier Consumption Rate Charge

Average Daily Use Rate Blocks will be multiplied by the number of days in the billing period and rounded to the appropriate whole consumption (1,000 gallons) to determine that billing period's rate blocks. Consumption within the billing period rate blocks will be billed at the appropriate block rate shown for the Las Vegas Valley Thresholds and Metered Rates for Domestic Services. Beginning January 1, 2019, the Tier Rates will be adjusted annually on January 1. The rates will be set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board. (See Appendix A.2049.)

7.257.26 Turn-On and Shut-Off Fees.

- a. Turn-On. A water service will be turned on for a fee (see Appendix I A.210), provided that the requested effective date for service activation or restoration is at least one business day after an application is accepted or, in the case of service interrupted for delinquency, sufficient payment has been received as required by the District.
- b. Same day service turn-on or restoration may be provided for an additional fee when requests are received prior to the close of the business day. Requests received after normal business hours, or on weekends, or during a holiday for same day service turn-on or restoration will be assessed a fee, provided that the District can respond to the customer's request. (See Appendix I A.210.)
- c. Shut-Off. An existing water service will be shut off without charge if the requested effective date for service shut off is at least one business day after the request for discontinuance of service is received.
- d. Same day shut-off service may be provided for a fee when a request is received prior to the close of the business day. Requests for same day or future shut-off will not be accepted if received after normal business hours, on weekends, or on holidays. (See Appendix I A.210.)

7.267.27 Water Waste Fee.

Customers issued a violation notice shall be assessed a fee. (See Appendix I A.224.) Fee levels are based upon violation history for the preceding 18 months.

7.277.28 Water Theft Charges & Fees

Persons or entities who engage in or benefit from Water Theft and are issued a violation notice shall be charged for estimated water usage at 12x the applicable rate, shall be responsible for the cost of any damage caused to District facilities and shall be assessed a fee. Fees are assessed

in accordance with Appendix I A.2~~32~~³² and are based upon violation history for the preceding 18 months.

~~7.28~~7.29 Well Abandonment Incentive.

As an incentive for existing property owners to convert their water source from a well to the District's system, a cash incentive will be made to each owner who abandons their well in conjunction with making application for a new water service from the District. (See Appendix I A.2~~43~~⁴³). The owner must submit a certified copy of the well plugging report prepared by the licensed driller in accordance with NAC 534.420. The cash incentive for well abandonment will not be provided in the event the well is abandoned and plugged by an agency at no cost to the property owner.

CHAPTER 8 – TIME AND MANNER OF PAYMENT

8.1 Bills Due When Presented.

Meters will be read or estimated monthly. The District will issue a bill to the customer for each connection to District facilities for usage and related fees and charges. All bills shall be due and payable upon receipt. Failure to receive a bill does not relieve a customer of liability. Customers are responsible for payment of all water recorded as having passed through the meter, regardless of whether such water was put to beneficial use. When current bills are not paid by the due date on the bill, they are subject to the assessment of late charges or other fees, and will be considered delinquent. Delinquent accounts are subject to disconnection. The District may, at its sole and exclusive discretion, make arrangements to extend this payment deadline or allow the customer to pay the unpaid balance amount in installments. Failure to remit valid payment in compliance with arrangements made may result in service discontinuance without notice.

8.2 Proration of Service Charges.

All service charges shall be calculated on a daily basis.

8.3 Commercial Subdivisions.

In the event a commercial subdivision does not have individual meters to each parcel, the District is not responsible for dividing water use among the commercial subdivision occupants. If there is a need for individual meters to each parcel, any sub-meter must be located on the parcel it serves or within the boundaries of a one lot commercial subdivision. It is the responsibility of the customer or property owner to obtain approval for installation of additional water facilities and pay all charges, fees, or deposits in accordance with the Service Rules.

8.4 Estimated Bills.

- a. If a meter cannot be read because of obstructions or other causes, an estimate shall be made of the quantity of water used and a bill rendered for the estimated quantity. The District reserves the right to estimate any meter readings periodically. The next succeeding bill that is based upon actual meter readings will reflect the difference between prior estimates and actual consumption.
- b. If a meter reading is obtained which indicates a meter malfunction, an estimate shall be made of the quantity of water used and a bill rendered for the estimated quantity.
- c. Estimates shall be based first on account history or comparable services within the area. If there is no comparable service within the area, then estimates shall be based on comparable service within the District.

8.5 Collection Stations.

For the convenience of its customers, the District may designate and authorize others to serve as agents for the collection of bills. At the discretion of the District, delinquent bills may require payment at the District office.

8.6 Payments Not Honored by Financial Institutions.

Remittances presented in payment of a bill which are not honored and are returned by any financial institution shall be treated as though no payment had been made and service may be discontinued without notice.

8.7 Accounts with the District that are paid by checks or electronic presentment which are not honored by any financial institution shall be charged a returned payment fee in addition to any other applicable fees and charges. Redemption of returned payments, as well as any additional fees or charges assessed, may be required to be by cash or equivalent at the discretion of the District. (See Appendix I A.7.)

8.8 Billing Errors.

Correction of billing errors shall appear on subsequent bill statements. The District will make retroactive bill corrections for a period of no more than 18 months.

8.9 Billing Adjustments.

The District, at its discretion and for purposes of account dispute resolution, may offer an adjustment for unexplained, non-beneficial usage. This adjustment will be based on recorded average daily usage for historical comparable usage periods and shall be applied only when an investigation conducted by the District has concluded there is no reasonable or viable explanation for the usage. The District, at its discretion and for purposes of conservation, may offer a one-time partial consumption adjustment for usage related to an on-site leak or malfunction that has been repaired.

CHAPTER 9 – INSTALLATION OF WATER FACILITIES

9.1 General Conditions for Installation of Water Facilities.

a. Applicability.

Any work on District facilities, including the installation of new service connections, water main, backflow prevention devices, or associated appurtenances, or relocation or removal of existing facilities, not contracted for directly by the District, shall comply with the requirements of this Chapter. All work shall be submitted for review and approved in writing by the District, and required fees and charges paid to the District, prior to District approval. If the District determines that additional facilities, including major facilities, such as a reservoir, a main exceeding 24" in diameter, a pumping station, or infrastructure will be required to support service, reliability, or other factors for existing or proposed development, the developer or owner will be required to enter into a development agreement with the District.

A main extension may be required along the entire length of at least one property line frontage of the property to be developed whenever future line extension is possible, or when the adjacent main cannot meet the needs of the proposed development.

b. Construction Plans.

All water plans submitted for review shall conform to UDACS. Water plans shall include, at a minimum, the following:

1. A copy of the recorded final subdivision map, parcel map or any other map, if applicable.
2. Two sets (24" x 36") of detailed water plans or the equivalent electronic CAD file (formatted for printing at 24" x 36") in dwfx, dwf, or other format specified by the District.
3. A completed data sheet as provided by the District.
4. The required application fee.
5. Development approval or water commitment.

Water plans which meet the requirements of Items 1-5, which do not have a development approval or water commitment, may be accepted for review, but the acceptance for review does not provide any additional consideration toward a water commitment to a new development or other project. The plans shall be prepared by a Professional Engineer licensed in Nevada and shall clearly indicate the size and location of mains and appurtenances, including all lateral pipe and fire hydrants, and shall indicate size and location of all other existing and proposed utilities. Water plans shall designate boundaries of the applicant's property which will be served by the proposed main extension. Proof of rights-of-way or easements must also be provided.

The District will review the water plan and will upload a digital redline set and checklist letter for available download by the applicant or a representative of the applicant. A paper copy will only be available upon request. The applicant shall prepare and submit to the District a set of reproducible mylar water plans conforming with the revisions, which shall

be retained by the District and considered the master water plan after approval by the District. Upon execution of the appropriate agreements by the applicant and payment of all outstanding bills, applicable charges, fees, or deposits, and after approval of other governmental agencies, and any other requirements, the water plan may be approved and released for construction purposes.

c. Time Limitation.

Approval by the District for the installation of water facilities will be valid for a limited time. In the event that construction of the mains or services covered by any approved plan is not started within one year from the date of approval, or as designated in the development agreement, the project shall be deemed to have been abandoned, and any subsequent proposal for reactivation shall be treated as a new project, including fulfilling all water commitment requirements in effect at the time the project is reactivated. Construction is considered to have started upon the installation of 25 percent of the approved facilities, as determined by the District. The implementation of the approved water quality mitigation plan will be a condition of connection to the District system. Any limitations on approval for other than one year shall be shown on the drawings. The same shall apply when active construction work is discontinued for one year.

All water facility construction must be completed within two years from the date of plan approval. If work is not completed in the two year period, the developer may request a time extension, but an additional inspection fee will be required. If the work will not be completed in the next six months, the developer shall also post a bond or cash deposit with the District to assure completion in one year or the Development Agreement may be terminated.

In the event the project received a water commitment pursuant to Chapter 2, the District may, at its discretion, invoke the performance bond for the installation of the water facilities rather than canceling the project.

d. Construction, Assignment, Abandonment, Cessation, Cancellation.

In the event of abandonment or cessation of construction, prepaid installation fees and other charges and deposits may be refunded, or used by the District to pursue completion of all or part of the project, as determined by the District.

If a project receives a water commitment under the provisions of Chapter 2, and the water plans are subsequently proposed for cancellation by the developer, owner, or the District, all prepaid installation fees and other charges and deposits shall be retained by the District until the water commitment is terminated, the project is reverted to acreage, and the developer or owner requests in writing the fees be returned in accordance with the service application or development agreement. A refund shall not include the application fees, inspection fees, or all costs incurred by the District to separate the project facilities from the District system. If the project changes owners prior to applying to terminate the water commitment, all refundable fees will be refunded to the current owner at the time the refund is made. If the project will require a new approval of the water plan, any retained fees shall be applied to any increased fees required at the time a water plan is reapproved.

If a project receives a water commitment under the provisions of Chapter 2 and the water

plans are subsequently proposed for cancellation prior to the installation of water facilities, all prepaid installation fees and other charges and deposits shall be retained by the District until the water commitment is terminated, the building permit is terminated or expires, and the developer requests in writing the fees be returned. If the project will require a new approval of the water plan, any retained fees shall be applied to any increased fees required at the time a water plan is reapproved.

If funds are not available to complete the work, the District may complete the work on an actual cost basis and bill the developer. Subsequent projects submitted for approval shall be held until invoices for uncompleted work are paid.

To assure District recognition of an assignment from one developer or owner to another, a District provided assignment form must be completed, and a fully executed duplicate original must be returned to the District.

e. Compliance with Specifications.

Main extensions, service connections, or appurtenances shall be constructed by a Nevada licensed contractor in conformity with all District specifications, standards, and procedures which are in effect at the time the water plans receive District approval. In addition to all specifications, standards, and procedures, the following requirements shall be met:

1. Based on approved plans, all new water facilities shall be installed, disinfected, pressure tested, and maintained for water quality to the satisfaction of the District before connecting the new mains or to existing mains, unless otherwise permitted by the District.
2. Connections to existing mains shall be made only when authorized by the District, only in the presence of an authorized representative of the District, and only at times specified by the District. The approved Water Quality Mitigation Plan, if required, shall be implemented prior to connecting to existing mains.
3. Existing mains shall not be taken out of service for the purpose of making new connections when other options are feasible. Mains may only be taken out of service with the specific approval of the District.
4. All water facilities, once connected to existing District facilities, must maintain established water quality standards throughout the installed system. If the District determines that water quality standards are not being maintained following the connection of the approved facilities to the District system, a new or revised Water Quality Mitigation Plan will be required for District review and approval, and implementation at the sole expense of the developer.

f. Construction Inspection.

The District shall inspect the installation of water facilities from construction commencement through final water project acceptance, certificate of occupancy inspection, or cancellation, cessation, or abandonment. The District reserves the right to terminate service if the work does not comply with District requirements and approved water plans.

Termination will result in a written notice by the District that all or part of the installed facilities will be abandoned and disconnected by the District from the District system. Disconnection will be at the expense of the developer.

At the time of inspection for acceptance of facilities, the District may refuse to accept facilities if they could create a liability or a risk to public health, safety, or welfare for the District. A liability includes that ability of the project facilities to meet water quality operating standards for the development, noncompliance with District standards, or potential maintenance issues. At the time of certificate of occupancy inspection, the District may refuse to pass the inspection if previously accepted facilities are found to be damaged or no longer in compliance with District standards. The District may pass the certificate of occupancy inspection once repairs or corrections required by the District have been made and inspected by the District.

The District will not provide domestic water service to an approved permanent structure until all water facilities related to that structure, as shown on the approved water plans, consistently meet water quality standards.

g. Meter Installation.

For meters two inches and smaller, the applicant shall obtain the meter from the District. For meters larger than two inches, the applicant shall provide a meter which meets District specifications.

Meters obtained from District stock will be acquired in accordance with District procedures. The meter shall be installed before any water is drawn through the service connection.

No meter shall be installed until a successful pressure test and water sample has been verified by the District.

h. Payment for Water.

Payment for water used from the time of initial meter installation shall be the responsibility of the user or customer and will be charged and billed monthly at the metered construction water rate. The District reserves the right to audit meter installation. The District reserves the right to start service at its discretion upon verification of meter installation, occupancy, or irrigation. Upon verification, monthly billing will be based on the rate for metered construction water.

The developer shall remain responsible for correction of all deficiencies and shall remain liable for the monthly bill payment for all metered water used and associated deficiency fees, regardless of whether subject facilities are in use by a subsequent developer, domestic, or commercial customer, or property owner until the defects are corrected by the applicant and are accepted by the District.

Following acceptance of all facilities by the District for ownership and maintenance, the developer is responsible for ensuring that services accepted by the District are removed from the developer's account. Until that notification to the District occurs by the developer, billing for all consumption through all meters at the rate for metered construction water

remains the responsibility of the developer.

i. Guarantee.

Installation, materials, and workmanship shall be guaranteed complete and free of defects for a period of one year from the date of acceptance by the District. Upon receipt of notice of incomplete work or defect from the District, the developer shall immediately correct the situation, or shall reimburse the District for the cost of correction. The District will notify the developer or developer's contractor of any incomplete work or defect and give an opportunity for the contractor to make a correction. If the contractor fails to do so, the District may make the correction and bill the contractor for the cost of the correction. If the contractor fails to pay for the cost of the correction, the District will bill the developer.

j. Location.

1. Main extensions and appurtenances shall be located within a right-of-way or private street 50 feet in width or greater, which must be dedicated for utility purposes, if the water main is 24 inches in diameter and larger, or longer than 150 feet. Main extensions of lesser diameter or length may be located in private streets or rights-of-way 30 feet in width dedicated for utility purposes.
2. If the 50-foot right-of-way or private street dedicated for utility purposes is not available, the applicant may petition the District and, upon District approval, main extensions and appurtenances may be located within utility easements granted to the District (which may include right-of-way or private streets) for a total 30-foot utility dedication.
3. Right-of-way, private street, or easement grants for utility purposes totaling less than 50 feet may be accepted at the discretion of the District.
4. All rights-of-way, private streets, or easements shall be shown on the water plans and shall be provided to the District prior to the approval of water plans and must provide adequate clearances for the safe operation, maintenance, or repair of the water facilities. The District reserves the right to determine the location of a main extension and appurtenances.

k. Easements.

1. No buildings, structures, or trees will be placed upon, over or under any District easement, except that an easement can be improved and used for street, road, or driveway purposes and for other utilities, as long as the use does not interfere with the operation and maintenance of the District facilities within the easement.
2. Should the District act to repair any of its facilities within the easement, public utility easement, or dedicated public right of way, the District is not responsible for replacing any decorative surface improvements, such as pavers, stamped concrete, etc. The District will replace surface improvements to comply with Clark County Regional Transportation Commission standards for typical asphalt pavement and concrete sidewalk only. The District, upon request by a property owner and at the property owner's expense, may replace decorative surface improvements.

3. Should any of the District facilities within an easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the property owner will bear the full cost of such relocation or repair.

1. Size of Mains.

A main extension shall be of sufficient size to provide an adequate water supply to the development (subdivision, commercial, industrial, single residential property, or other property). The minimum water main size will be based on the existing or proposed street right-of-way width, which may include common areas.

A developer extending water mains will be required to install these minimum size water mains at their sole expense. The minimum water main diameters are as follows:

Street Width	Minimum Water Main Diameter
Up to 60'	8"
61' to 80'	10"
Greater than 80'	12"

Water mains in cul-de-sacs, internal streets within subdivisions, and other areas where water mains will not be extended in the future, may be six inches in diameter if that size water main meets the water demand requirement of the development. The District reserves the right to establish the size of all mains and appurtenances.

- m. Fire Hydrants.

Fire hydrant installations shall conform with design and location requirements of the governmental agency having jurisdiction.

- n. Use of Facilities.

A main extension constructed for a development shall not be considered as reserved for service to that development exclusively. Extensions of and connections to a main extension for other development may be permitted when, as determined by the District, such connections will not substantially affect service to the original development.

- o. Conveyance of Title.

Upon satisfactory completion of construction and acceptance of the facilities by the District, the developer shall deliver to the District a valid bill of sale conveying unencumbered title to the facilities to the District.

- p. Construction by Private Contractor or District.

Construction work shall be performed by a Nevada licensed contractor and selected by the applicant. In certain circumstances when, as determined by the District, the extent of work to be performed is minor and can be accomplished efficiently and economically by District employees, the applicant will deposit an amount determined by the District. Upon

completion of construction, the difference between the estimated and actual costs will be either billed or refunded.

q. Refund of Frontage Connection Charges.

The Developer may receive frontage connection charges collected by the District for connections to the main extension installed under the provisions of a main extension agreement specifically providing for the refund of frontage connection charges. The potential refunds paid to the Developer shall be limited to the fees collected by the District up to ten years from the date of the agreement. The total of potential refunds made for connections on either side of the main extension for the development shall not exceed the amount stated in Appendix I A.3.c. Any refund for a connection to the main extension shall be made following the date the main or services are inspected and accepted by the District and a signed Bill of Sale is provided by the developer.

At the sole discretion of the District, transmission mains may have limited connections made to them. Conditions limiting these connections include ensuring system reliability and the nature of the materials used to construct large diameter pipelines. Due to these conditions, parallel mains may be required to be constructed in order to serve adjacent developments.

By deciding whether a connection will be adjacent to, or parallel to a transmission main, the potential for the refunding of frontage connection charges by the District to the developer of the transmission main will be calculated in accordance with the Service Rules. A connection to parallel or adjacent mains shall be assessed frontage connection charges based on the main providing the direct service with refunding to the main providing the direct service. Refunding of frontage connection charges to the developer of a transmission main may occur with parallel main installations. Refunds will be based only on the difference between the frontage of the property to be developed and the length of the parallel main serving that property.

9.2 Service Connections Installed by Private Contractor.

If service connections are installed by private contractor, the provisions of this Chapter shall apply.

9.3 Standard Main Extensions.

a. Applicability.

A standard main extension shall apply if the property to be served does not meet the requirements of a residential main extension, or if a residential main extension does not meet the needs of the applicant, and if the District chooses not to oversize the main.

b. Responsibility for Cost.

The cost of a standard main extension, including service laterals, fire hydrants, and all other appurtenances, shall be borne by the person seeking the extension.

9.4 Oversized Main Extensions.

a. Refunding for Oversizing.

The District shall refund, without interest, to the developer the cost of oversizing the main extension, as stated below or as specified in the agreement, within 45 calendar days following acceptance by the District and delivery of an unencumbered bill of sale.

In the event water mains are oversized to a diameter greater than 24 inches in diameter, the District will refund the cost for that portion of the oversized main extension greater than 24 inches, separate from the oversized portion less than or equal to 24 inches. The cost of oversizing that portion of the water main in excess of 24 inches will be refunded by the District, as specified in the agreement within 45 calendar days following acceptance by the District and delivery of an unencumbered bill of sale.

An oversized main extension is required to be bid as a public works project in accordance with Nevada Revised Statutes as amended whenever the pipe size is greater than 24 inches.

b. Cost Allowances.

Refunding by the District for the oversizing of a main extension shall be based on the difference in cost allowance between the oversized main installed and the main required by the developer, multiplied by the horizontal lineal feet of main actually installed. Cost allowances per lineal foot will be based on the engineer's estimate of construction costs and reimbursed based on the lowest responsive and responsible bid amounts for the contract.

At the developer's option, the reimbursement amount may be based on actual construction costs if an open competitive bid process in accordance with NRS Chapter 338 is completed for the oversized main.

c. Alternate Method of Payment.

The Board may, in lieu of a lump sum payment of the District's portion of the cost, arrange with the developer for an alternate method of payment.

9.5 Bolstering.

Bolstering may be required by the District as a condition of the development approval process.

The District shall refund to the developer, without interest, the cost of bolstering the main extension as specified in the agreement within 45 calendar days following acceptance by the District and delivery of an unencumbered bill of sale.

9.6 Assessment District Improvements.

Property owners may petition the District for formulation of an assessment district for the purpose of providing a water supply system or for improving an existing system which is inadequate. NRS Chapter 271 governs the process for petition and formulation of an assessment district.

9.7 Residential Main Extensions.

a. Applicability.

A residential main extension is a main extension sized in accordance with the Service Rules which is installed by the District to provide service to a single family residentially zoned lot. This extension shall apply only as part of a voluntary or mandatory well conversion, or to individual, developed parcels located within a well service area that apply to convert to District service without participating in the SNWA Well Conversion Program.

b. Application.

The applicant shall meet the following requirements, submit the following information, and pay the applicable fees, charges, or deposits.

1. Have a water commitment in accordance with Chapter 2.
2. Provide a legal description of the parcel to be served.
3. Provide a dedicated right-of-way or easement in which the main is to be located.
4. Execute a residential main extension agreement.
5. Provide other information as required by the District.

The District shall commence construction of the main extension following payment of fees and obtaining necessary approvals and permits for the project.

The District reserves the right to deny a residential main extension application, including if there is an existing assessment district or another previously approved form of providing water.

There are no frontage connection charge refunds due the applicant of a residential main extension for any connection to the main.

c. Length Limitations.

The length of main to be installed will be the distance necessary to extend from an existing active main with sufficient capacity and pressure to a point which will provide a minimum of twenty feet of main fronting the parcel receiving service. The maximum length of a residential main extension shall be 1,250 feet.

d. Fire Hydrants.

Fire hydrants will be installed as a part of residential main extensions when required by the governmental agencies having jurisdiction. Any costs for providing fire protection are the responsibility of the applicant.

CHAPTER 10 – INSTALLATIONS OF NON-POTABLE WATER FACILITIES

10.1 Conditions.

All non-potable water delivered by the District shall be used for irrigation or non-residential use on the user premises in compliance with the Service Rules and all applicable rules and regulations of federal, state, county, city, other local regulatory agencies, and the NDEP-approved Effluent Management Plan (EMP). The District shall be responsible for conveying and controlling the non-potable water in compliance with applicable regulatory agency requirements, up to and including the point of delivery.

Plans for the installation of non-potable services shall be submitted as required under the Service Rules. Installation of non-potable water facilities will not be approved or accepted for operation or maintenance by the District prior to the establishment of customer demand on the facility. The design, construction, operation, or maintenance of all on-site potable golf course systems, or other non-potable irrigation and non-residential area systems, shall be the responsibility of the non-potable water user.

10.2 Responsibilities.

The District will:

- a. Provide and operate the Recycled Water Distribution System (RWDS), as necessary, to deliver non-potable water to the user's point of delivery in compliance with applicable regulatory agency requirements.
- b. Maintain ownership and control and assume maintenance and repair responsibility of the RWDS, including, as appropriate, meter, control valve, and vault, to the point of delivery, as well as the reservoir level sensing device and its appurtenant communication features.
- c. Allow non-potable large turf and landscape irrigation or non-residential services to be designed and constructed in accordance with District standards, which will be subject to applicable rates, fees, or charges.
- d. Review user plans for a transition from a potable water supply to a non-potable water supply, with ongoing fees being the responsibility of the user.

The non-potable water user will:

- a. Install, operate, maintain, and repair any on-site non-potable water irrigation system with all appurtenances necessary to meet, convey, control, and distribute through the irrigation or storage system, and use the non-potable water delivered by the District in compliance with the applicable provisions of city, county, state, and federal statutes, ordinances, or regulations and pursuant to the Service Rules.

User installation, operation, maintenance, and repair responsibility will include responsibility for all types of on-site irrigation pipelines, pumps, sprinklers, storage

facilities and their maintenance if located on user's property, and in compliance with the EMP.

- b. Provide a forecast of daily non-potable water demands, as required by the District.
- c. Design and construct any non-potable conversions to potable water irrigation for designated large turf and landscaped areas.
- d. Conduct an annual inspection of activated on-site potable and non-potable irrigation systems. These inspections shall be performed by a certified cross-connection control specialist. The non-potable water user will ensure that no cross-connections of potable and non-potable systems occur during the life of the irrigation systems.
- e. Provide the District with Groundwater Discharge Permit holder contact information and notify the District of any change to the contact.
- f. Stay in compliance with all NDEP regulations as outlined in the Groundwater Discharge Permit. The District will not deliver non-potable water while the user is out of compliance.
- g. Provide the District with a copy of the current EMP and Groundwater Discharge Permit.
- h. Trim bushes, prune trees, and maintain landscaping on the user property to ensure that line-of-sight communication is available to the District.

10.3 Irrigation System Charges.

This subsection describes the means of assessing or refunding fees and charges for partial conversions of non-potable irrigation systems to potable irrigation systems for large turf and landscape irrigators.

The following charges apply to potable irrigation systems that are installed or retained with non-potable irrigation systems.

- a. A partial conversion to, or new installation of potable services will require the payment of all District and regional fees and charges.
- b. Fees, charges, credits, and refunds for new connections to existing recycled water distribution systems, or for the development of new recycled systems, will require individual project review. The purpose of the reviews will be to assess the variables of distribution, system supply, and development costs, as well as to perform audits on conversion acreage, and assess appropriate fees and charges.

CHAPTER 11 – CONSERVATION

11.1 Introduction.

Water efficiency is a critical component of the District’s comprehensive strategy for meeting current and future water needs of its customers. Water use regulations effectively reduce waste and fulfill regulatory requirements of the State of Nevada and the United States Bureau of Reclamation.

As a member agency of the Southern Nevada Water Authority, the District collaborates with other regional water agencies to develop and support comprehensive water efficiency policies in support of the regional Water Resource Plan.

11.2 Water Waste Enforcement.

As a condition of service, customers of the District must use water delivered through the District’s system in a manner that promotes efficiency and avoids waste.

In the event of a conflict between the Service Rules and other applicable ordinances or regulations, the more stringent provision will prevail.

11.3 Water Waste Prohibited.

a. Water waste shall include:

1. Allowing water provided by the District to flow or spray off the property.
2. Failure to correct a malfunctioning device or supply line, where the customer or their agent has known of the problem for more than 48 hours.
3. Non-compliance with Service Rule provisions regarding washing of vehicles, equipment, driveways, parking lots, sidewalks, streets, or other surfaces or objects.
4. Discharging swimming pool or spa water drainage off the property where discharge into a public sanitary sewer is available.
5. Using spray irrigation (such as sprinklers) between the hours of 11:00 a.m. and 7:00 p.m. from May 1st through August 31st each year.
6. Non-compliance with Service Rule provisions relating to misters.
7. Non-compliance with Service Rule provisions relating to watering group assignments.

b. Violations.

Upon the first violation, the customer will be notified and allowed a prescribed time period to take corrective action. Subsequent violations will result in a fee assessment. In addition, the District may exercise authority granted by any appropriate jurisdictions, including the issuance of misdemeanor citations.

The District has adopted water waste policies and procedures to support the Service Rules. These policies and procedures:

1. Specifically define water waste and exemptions;
2. Require observation and documentation of water waste or water meter data;
3. Require notification to the customer explaining the District’s policy prior to fee

assessment;

4. May allow a customer to receive additional time to pursue corrective action;
5. Provide a mechanism by which a customer may appeal a water waste violation and/or fee assessment to an independent hearing officer pursuant to section 12.8.

c. Administrative Fees.

Customers issued a notice of violation shall be assessed a fee according to the listed schedule. Violation levels shall be based upon violation history for the preceding 18 months. Administrative fees are assessed in accordance with Appendix I A.21.

11.4 Exemptions

The following exemptions shall apply.

Activity Type	Exempt from Time of Day?	Exempt from Assigned Day?	Exempt from Spray or Flow off property?
Watering with hand-held hose	Yes	Yes	No
Using Non-Spray Irrigation (such as low-volume, drip irrigation)	Yes	Yes, but not to exceed maximum number of days per week	No
Watering newly established landscape, including overseeding (1)	Yes, for up to 14 days	Yes, for up to 14 days	No
Irrigation of Commercial Nursery Stock	Yes	Yes	No
Supervised testing of irrigation systems	Yes	Yes	Yes
Water budgeted facilities	Yes	Yes	No
Activities necessary for public health, safety, or welfare	Yes	Yes	Yes
Residential Car Washing with bucket and shut-off nozzle	Yes	Yes	Yes, for not more than 5 minutes

¹A customer must contact the District prior to change in irrigation schedule. Must be in compliance with all applicable codes and conservation restrictions. Exemption limited to one 14-day period per calendar year.

11.5 Conservation Restrictions.

a. Irrigation Restrictions for Properties not Subject to Water Budgets.

Watering days or schedules will be assigned and communicated to each customer by the District.

1. From May 1st through August 31st of each calendar year, it is water waste to spray irrigate outdoor vegetation between the hours of 11:00 a.m. and 7:00 p.m.
2. It is water waste to irrigate outdoor vegetation on days outside of the assigned schedule for the property. Outdoor irrigation is prohibited on Sundays during all seasons.

Season	Watering Schedule
Winter November – February	One Assigned Day Per Week
Spring March – April	3 Assigned Days per Week
Summer May - August	Any Day except Sunday
Fall September - October	3 Assigned Days per Week

3. Community Use Recreational Turf Area (CURTA).

Specific exemptions to the seasonal watering schedule may be approved for public-use facilities that, in the District's sole discretion, meet all of the following conditions:

- a. The facility is a turf-dominated, multi-purpose recreational area of two acres or larger;
- b. The facility includes programmable areas for recreational events; and
- c. The facility cannot consistently comply with all watering restrictions and sustain public use due to extraordinary public demand, design challenges, public health and safety, or other issues.

If these conditions are met, the following accommodations may be approved for a CURTA facility:

- a. Alternative watering days;
- b. One additional watering day per week during the fall, winter or spring seasons;
or
- c. Watering windows that commence on one day and end on the following day.

Customers may request a CURTA exemption by submitting a written request to water.waste@lvvwd.com. Customers must indicate which of the above accommodations are being requested and provide sufficient information to enable the

District to determine the necessity of each of the requested accommodations.

If a requested accommodation is approved by the District, the CURTA facility must prominently display a sign stating that an alternative watering schedule is in use. The sign must be approved by the District and shall use wording provided to the applicant by the District at the time of approval. The District reserves the right to revoke or modify CURTA exemptions with 14 calendar days' notice to the Customer.

Irrigation at a CURTA facility outside the District-approved alternative schedule is water waste and shall be enforced as such, along with any other water waste violations occurring on the property (see Rule 11.3).

b. Water Budgeted Golf Courses.

When service to a golf course is permitted under Rule 3.10, any golf course using District-supplied water shall be on a water budget and shall be exempt from time of day and assigned watering day provisions. A golf course on a water budget shall be allocated 6.3 acre feet of SNWA member agency water (including potable, raw, reuse, and non-potable) for each irrigated acre, per calendar year. The irrigated acreage will include lakes and ponds existing within a golf course.

The District, in consultation with the customer, shall determine the irrigated acreage of the golf course. In the event a golf course customer contests the calculated irrigated acreage as determined by the District, the golf course may provide calculations supported by other methods acceptable to the District. The District shall make the final determination of irrigated acreage. Once measured, the irrigated acreage shall remain fixed. If a golf course expands its course by increasing the number of playing holes, a new irrigated acreage will be determined.

Water used within the budgeted amount shall be billed according to the rate schedule. Water used in excess of the budget will be assessed a surcharge based upon the schedule below.

Percentage of budget	101 to 120 percent	121 to 140 percent	Over 140 percent
Surcharge to apply to water use in excess of budget.	2.0 times the highest non-potable rate.	5.0 times the highest non-potable rate.	9.0 times the highest non-potable rate.

c. Mist System Restrictions.

Residential mist systems used for human comfort are not restricted. However, commercial use is allowed only under the following conditions:

1. From May 1st through August 31st and,
2. Between noon and midnight

d. Other Outdoor Water Use Restrictions.

1. Surface, Building, and Equipment Washing (excluding motor vehicles).

Surface, building, and equipment washing is prohibited, unless the water is discharged to a sanitary sewer through approved methods, or contained on site.

2. Personal Vehicle Washing

Washing of personal vehicles upon residential properties is limited to once per week, per vehicle and requires a positive shut-off nozzle on the garden hose.

3. Commercial Vehicle Washing.

Commercial vehicles may only be washed at a commercial facility where water is discharged to the sanitary sewer through approved methods or, with the use of a high-pressure, low volume sprayer using less than ten gallons per vehicle. There is no limitation on frequency.

11.6 Water Budgets.

In addition to, or in lieu of, any provisions of this Chapter, the District reserves the right to assign specific water budgets to customers, and the right to prescribe rates or surcharges for varying levels of use related to the budget. The District shall provide written notification to each individual water budgeted customer of the amount of water provided for the budget and associated provisions. Where a water budgeted customer is served by more than one SNWA member agency, the District may collaborate with any of those member agencies for purposes of administering the water budget. The District may assign water budgets for any specified period of time and may prorate the amount of water at its discretion. If conditions at a property change so that an alteration in the water budget may be merited, the District may reconsider the budget. Water budgeted customers are exempt from time and day, assigned day, and watering frequency restrictions described elsewhere in this Chapter.

CHAPTER 12 – MISCELLANEOUS

12.1 Water Use Limitations.

In the event of water shortages, emergency conditions, or inability of the delivery system to provide adequate volumes of water, the General Manager shall have the authority to limit water usage. Any actions taken by the General Manager pursuant to this Chapter shall be reviewed by the Board of Directors. The District may enforce any action taken under these sections, including by disconnection of a customer's water service.

12.2 Expansion of Facilities - District Financing.

As the need arises, as determined solely by the District and its Board, the District will construct major facilities required to provide an adequate water supply, including transmission mains, reservoirs, or pumping stations, in general conformity with its capital improvements plan from proceeds of General Obligation Bond sales. At the discretion of the Board of Directors, and as funds are available, the District may construct main extensions and other improvements which are required to improve or reinforce the distribution system.

12.3 Special Conditions.

In the event that conditions arise which are not specifically covered by the Service Rules, the Board may take whatever action, including establishing rates and charges, which, in its discretion, is warranted.

12.4 Effective Date.

The Service Rules shall become effective on the date specified by the Board in its motion for adoption.

12.5 Continuity.

Adoption of the Service Rules shall not be construed as a waiver of any right or obligation under any prior agreement, contract, or commitment.

12.6 Water Service Denial Appeals.

a. Water Service Denial Appeal Process.

A person who is aggrieved by a denial of any water service request may appeal that decision within ten days from written notice of the denial by the District. Written notice of appeal shall be served upon the General Manager, who shall conduct a review of the grounds alleged for appeal. Upon delivery of the General Manager's decision, the aggrieved party may, within 10 days, appeal that decision to the Board of Directors.

b. Rules of Water Service Denial Appeal.

1. Any notice given in accordance with Chapter 12.6(a) shall commence to run on the day following the mailing of the decision addressed to the applicant or customer at the address used by such person on his application.
2. The burden of proof is on the party appealing the decision.
3. All notices of appeal shall clearly identify the matter appealed and as concisely as possible, state the argument for reversal of the decision appealed from.
4. Review by the General Manager shall be conducted and completed within 30 days of the receipt of the written notice of appeal.
5. Not later than 30 days from the date of notice of appeal from the action of the General Manager, the Board of Directors shall set the date for the public hearing at a regular meeting of the Board.
6. The Board of Directors may reverse the final decision of the General Manager if it is:
 - a. In violation of constitutional or statutory rights, or the Service Rules;
 - b. Clearly erroneous in view of the reliable probative and substantial evidence of the hearing; or
 - c. Arbitrary or capricious or characterized by abuse of direction.

c. Hearing Procedure.

The following procedures shall apply to Administrative Appeals heard before the Board of Directors:

1. The proceedings shall be reported either stenographically or by a phonographic reporter.
2. Oral evidence shall be taken only upon oath or affirmation.
3. Every party to a hearing shall have the right:
 - a. To call and examine witnesses.
 - b. To introduce exhibits relevant to the issues of the case.
 - c. To cross-examine opposing witnesses on any matter relevant to the case, even though the matter was not covered in a direct examination.
 - d. To offer rebuttal evidence.

4. The hearing is not conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted and may be sufficient in itself to support a finding if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of common law or statutory rule which might make improper the admission of such evidence over objection in an action in a court of law.
5. The Board may take official notice of any generally accepted information or technical or scientific matter, any other fact which may be judicially noticed by the courts of this state or the content of any District record or official report. Parties shall be informed of any information, matters or facts so noticed, and shall be given a reasonable opportunity to refute such information, matters or facts.

12.7 Business Impact Statement Appeals.

A petition authorized by NRS Chapter 237 shall be filed with the General Manager or designee. The petition must meet the requirements as set forth in NRS Chapter 237 and will be reviewed by the General Manager within 60 days of receipt. The petition will be scheduled for Board review at the first meeting following the review process.

12.8 Water Waste and Water Theft Appeals.

Water Waste and Water Theft violations and fees may be appealed to an independent hearing officer by emailing or mailing the request within 30 days of the date of the corresponding Water Waste fee notice or Water Theft violation notice to:

water.waste@lvvwd.com

Las Vegas Valley Water District
Water Waste, Mail Stop 110
PO Box 99956
Las Vegas, NV 89193

The following must be included in the appeal request:

- Appellant's name and property address;
- The date of the Water Waste fee notice or the Water Theft violation notice and the amount of the fee assessed;
- A statement and/or explanation for the appeal, including whether the appellant is appealing the violation, the fee or both;
- An indication of whether the appellant and/or the appellant's attorney or another authorized representative will appear at the hearing in person or via phone, and the identity and contact information of any authorized representative; and
- The appellant's handwritten or typed signature.

If a request for a Water Waste or Water Theft appeal is not submitted in accordance with the above requirements before the 30-day deadline, or if a request is properly submitted but the appellant or its authorized representative does not appear at the scheduled hearing or submit evidence to the hearing officer in advance, the appellant will be deemed to have waived the right to appeal. Any decision issued by the independent hearing officer is final and binding

on both the appellant and the District.

APPENDIX I – RATES, FEES AND CHARGES

A.1 Backflow Daily Service Charge (See Chapter 7.1)

Assembly Size	Backflow Daily Service Charge ¹
¾"	\$0.0745
1"	\$0.1243
1½"	\$0.2486
2"	\$0.3979
3"	\$0.7956
4"	\$1.2430
6"	\$2.4863
8"	\$3.9780
10" and larger	\$5.7183

¹ For a Combined Service, the Backflow Daily Service Charge is based on the meter size for the Fire Service.

A.2 Combined Service (See Chapter 7.2)

LVVWD Combined Service – Residential			
Combined Service	LVVWD Daily Fire Service Charge ¹	LVVWD Daily Service Charge ^{1 & 2}	LVVWD Total
6" x 1½"	\$2.5215	\$0.8909	\$3.4124
4" x 2"	\$1.3669	\$1.2574	\$2.6243
6" x 2"	\$2.5215	\$1.2574	\$3.7789
8" x 2"	\$3.9070	\$1.2574	\$5.1644
10" x 2"	\$5.5236	\$1.2574	\$6.7810
6" x 3"	\$2.5215	\$2.2344	\$4.7559
8" x 4"	\$3.9070	\$3.3334	\$7.2404
10" x 6"	\$5.5236	\$6.3863	\$11.9099

LVVWD Combined Service – Non-Residential			
Combined Service	LVVWD Daily Fire Service Charge ¹	LVVWD Daily Service Charge ^{1 & 2}	LVVWD Total
6" x 1½"	\$2.5215	\$0.8909	\$3.4124
4" x 2"	\$1.3669	\$1.2574	\$2.6243
6" x 2"	\$2.5215	\$1.2574	\$3.7789
8" x 2"	\$3.9070	\$1.2574	\$5.1644
10" x 2"	\$5.5236	\$1.2574	\$6.7810
6" x 3"	\$2.5215	\$2.2344	\$4.7559
8" x 4"	\$3.9070	\$3.3334	\$7.2404
10" x 6"	\$5.5236	\$6.3863	\$11.9099

¹The LVVWD Residential and Non-Residential Daily Fire Service Charge is based on the fire line (large) service size. The LVVWD Residential and Non-Residential Daily Service charge is based on the domestic (small) service size.

²The LVVWD Daily Service Charge is adjusted annually on January 1. The rate is set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board.

SNWA Combined Service – Residential SNWA Daily Residential Infrastructure Charge³	
Combined Service	2022
6" x 1½"	\$2.5083
4" x 2"	\$4.0136
6" x 2"	\$4.0136
8" x 2"	\$4.0136
10" x 2"	\$4.0136
6" x 3"	\$8.0263
8" x 4"	\$12.5411
10" x 6"	\$25.0818

SNWA Combined Service – Non-Residential Effective March 2022			
Combined Service	SNWA Non-Residential Daily Fire Infrastructure Charge³	SNWA Daily Non-Residential Infrastructure Charge³	Total
6" x 1½"	\$4.2093	\$3.7458	\$7.9551
4" x 2"	\$2.1046	\$5.9931	\$8.0977
6" x 2"	\$4.2093	\$5.9931	\$10.2024
8" x 2"	\$6.7346	\$5.9931	\$12.7277
10" x 2"	\$9.6810	\$5.9931	\$15.6741
6" x 3"	\$4.2093	\$11.9863	\$16.1956
8" x 4"	\$6.7346	\$18.7289	\$25.4635
10" x 6"	\$9.6810	\$37.4575	\$47.1385

³The SNWA Residential and Non-Residential Daily Fire Infrastructure Charge is based on the fire line (large) service size. The SNWA Residential and Non-Residential Daily Infrastructure Charge is based on the domestic (small) service size.

A.3 Connection Charges and Fees

a. Application Fees (See Chapter 7.3.a.)

Application Fees		
Meter Size	Application Fee per Meter Size	
5/8"	\$140	
3/4"	\$210	
1"	\$350	
1½"	\$700	
2"	\$1,120	
3"	\$2,100	
4"	\$3,500	
6"	\$7,000	
8"	\$11,200	
10"	\$16,100	
12"	\$23,800	
Fireline(s) without domestic meter installation		\$750
Water plan with public fire hydrant(s), which include a temporary fire hydrant or temporary riser, without domestic meter installation		\$500
Staff review of each revision to applications and plans that constitute a change to documents, fees, or services.		\$75

b. Facilities Connection Charge¹ (See Chapter 7.3.b.)

Facilities Connection Charge		
	Effective Date	
Meter Size	1/1/2021	3/1/2022
5/8"	\$ 1,956	\$ 2,120
3/4"	\$ 2,933	\$ 3,179
1"	\$ 4,889	\$ 5,300
1.5"	\$ 9,779	\$ 10,600
2"	\$ 15,646	\$ 16,960
3"	\$ 31,293	\$ 33,922
4"	\$ 48,894	\$ 53,001
6"	\$ 97,788	\$ 106,002
8"	\$ 156,461	\$ 169,604
10"	\$ 224,914	\$ 243,807
12"	\$ 332,481	\$ 360,409

¹The Facilities Connection Charge was adjusted on March 1. The rate is set in accordance with the annual increase as of September of the previous year, per the Engineering News Record, Construction Cost Index, 20 City Average.

c. Frontage Connection Charge (See Chapter 7.3.c.)

Frontage Connection Charge	
Per front foot of the applicant's parcel of property adjacent to the right-of-way or easement	\$17
Minimum charge applies to any parcel having less than 70 feet of chargeable frontage.	\$1,190

d. Inspection Fee (See Chapter 7.3.d.)

Inspection Fee	
Domestic Services 2" or less	\$185
Domestic Services greater than 2" and Combined Services	\$1,000
Firelines	\$550
Public Fire Hydrants, temporary riser (per project) (without domestic service)	\$350
Backflow Prevention Assembly (Retrofit Only)	No Charge
Afterhours	Overtime cost
Accumulated site inspections cancelled projects minimum	\$185

e. Oversizing Charge (See Chapter 7.3.e.)

Oversizing Charge	
Meter Size	Charge Per Meter
5/8"	\$250
3/4"	\$380
1"	\$630
1½"	\$1,250
2"	\$2,000
3"	\$3,750
4"	\$6,250
6"	\$12,500
8"	\$20,000
10"	\$28,750
12"	\$42,500

f. Service Connection Installation Charges (See Chapter 7.3.f.)

Service Connection Installation Charges				
Standard ¹ Meter Size	Service Excluding Meter	Meter ³ Only	Automated Meter Reading Device (AMR) ⁴	Backflow Prevention ⁵
5/8" x 3/4"	\$1,177	At Cost	\$104	\$840
3/4"	\$1,177		\$104	\$840
1"	\$1,177		\$104	\$840
1½"	\$1,267		\$104	\$1,120
2"	\$2,391		\$104	\$1,180
Over 2"	At Cost			

¹“Standard” is a positive displacement meter.

² Price includes encoder register. A District approved RFS meter is required for all single- family residences with fire sprinkler systems. Price for RFS meter does not include required tailpiece assembly that is not available through the District. Actual costs are determined on the current purchasing agreement and available through the District’s Planning and Engineering Services Division.

³ Required of all new or replacement services.

⁴ Devices required under NAC 445A.67185-67255 will be installed at the added rate shown above, or on an actual cost basis as determined by a contract approved by the District’s Board of Directors.

A.4 Construction Water and Other Approved Uses (See Chapter 7.4.)

Construction Water and Other Approved Uses	
Fire hydrant permit fee	\$90
Refundable damage deposit for each hydrant valve and meter (can be applied to closing bill)	\$200
Refundable damage deposit for each backflow prevention assembly	\$500
LVVWD service charge fire hydrant meter	\$2 per day
LVVWD fire hydrant meter same day set fee	\$70
SNWA Non-Residential Daily Fire Infrastructure Charge	\$1.3470 per day, based on a 3" meter
SNWA Commodity Charge	See A.15
SNWA Reliability Surcharge	2.5% of the total water bill
Consumption rate	Third tier consumption rate
Mobile meter permit fee	\$300

Mobile meter deposit	Replacement cost
Delinquent processing fee	\$20

A.5 Daily Service Charge¹ (See Chapter 7.5.)

Daily Service Charge	
Meter Size (inches)	Charge
5/8"	\$0.4030
3/4"	\$0.4639
1"	\$0.5860
1.5"	\$0.8909
2"	\$1.2574
3"	\$2.2344
4"	\$3.3334
6"	\$6.3863
8"	\$10.0497
10"	\$14.3236
12"	\$21.0398

¹ The Daily Service Charge is adjusted annually on January 1. The rate is set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board.

A.6 Damage to, or Tampering with, District Property (See Chapter 7.7.)

Damage to, or Tampering with, District Property	
Damage and Tampering	All Costs Incurred
Locked Service (Simple Lock)	\$20
Locked Service (Specialty Lock)	\$100
Automated Meter Reading Equipment	\$104
Other Equipment	Actual Cost of Replacement

A.7 Delinquencies & Deficiencies (See Chapter 7.8.)

Delinquencies and Deficiencies	
Late Fees	4% of arrears
Delinquent Processing Fee (After Service Shut-Off)	\$20.00
Unapproved reactivation or Tampering fee	\$20.00
Deficiency Fee (Per Service, Per Day)	\$2.00
Payments not honored by financial institutions	\$15

A.8 Deposits (See Chapter 7.6.)

Deposits	
Assure Payment of bills – Security Deposit	Not less than two and one half (2.5) times the highest monthly bill as assessed during a twelve-month period
Deposit to Reestablish service after lockout method other than locked service	\$1,800

A.9 Excessive Use Charge (See Chapter 7.9)

<u>Per 1,000 gallons in excess of the established monthly threshold by single family residential customers</u>	<u>\$9.00</u>
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A.10 Meters (See Chapter 7.110.)

Meter Credit (meter unused/undamaged)	100%
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Meter Size	Installation Charge
1" or smaller	\$165
1½"	\$275
2"	\$600
Meter Size Change	Meter Cost + \$45
AMR Replacement Fee	\$104
Meter Testing Fee	\$75

A.101 Non-Potable Water Irrigation Rate (See Chapter 7.124.)

Rate per 1,000 gallons	\$2.33
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A.124 Private Fire Protection Service (See Chapter 7.154.)

Private Fire Protection Service		
Fireline Size	LVVWD Daily Fire Service Charge	SNWA Non-Residential Daily Fire Infrastructure Charge
5/8 & 3/4	\$0.5816	\$0.1113
1"	\$0.5816	\$0.2106
1½"	\$0.5816	\$0.4210
2"	\$0.5816	\$0.6736
3"	\$0.9511	\$1.3470

4"	\$1.3669	\$2.1046
6"	\$2.5215	\$4.2093
8"	\$3.9070	\$6.7346
10"	\$5.5236	\$9.6810
12"	\$8.0637	\$9.6810

Fireline unauthorized use consumption charge

Third tier consumption rate for all private fire protection consumption.

<u>Fireline Size</u>	<u>Multiple</u>
<2"	1
3"	12
4"	21
6"	47
8"	80
10"	127
12" and larger	167

Any services greater than 12" equivalency shall be billed based on the applicable 5/8" equivalency.

A.132 Reestablish Service Fee (See Chapter 7.187.)

Per incident for services that have been locked for Tampering, illegal use or prevention of further damage to District facilities	\$100
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A.134 Residential Main Extension Fee (See Chapter 7.198. and 9.7.)

Residential Main Extension Fee	
Fire department required fire hydrant	\$4,000 all inclusive

A.154 Service Guarantee Program (See Chapter 7.2019.)

Service Guarantee Program	
Credit per incident	\$10

A.165 SNWA Commodity Charge (See Chapter 7.210.)

SNWA Commodity Charge^{1,2}	
	Rate Effective March 1, 2022
Commodity Charge (per 1,000 gallons)	\$0.52

¹ All customers shall be charged the above rates for all billed consumption except in Jean, Nevada.

² Beginning in 2023, the SNWA Commodity Charge will adjust annually on January 1 by 2.3 percent plus the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. In 2028, the rate will adjust annually on January 1 in accordance with the annual increase as of September of the previous year, per the CPI-U. The annual adjustment shall not exceed 7.0 percent or fall below 1.5 percent without additional action by the Board of Directors.

A.176 SNWA Daily Infrastructure Charge (See Chapter 7.22+.)

Beginning in 2023, the SNWA Daily Infrastructure Charge will adjust annually on January 1 by 1.6 percent plus the annual increase as of September of the previous year, per the Engineering News Record, Construction Cost Index, 20 City Average. In 2028, the rate will adjust annually on January 1 in accordance with the annual increase as of September of the previous year, per the ENR-CCI. The annual adjustment shall not exceed 7.0 percent or fall below 1.5 percent without additional action by the Board of Directors.

SNWA Daily Infrastructure Charge Residential	
Meter Size (inches)	Rate Effective Mar. 1, 2022
5/8"	\$0.4737
3/4"	\$0.4737
1"	\$1.2543
1½"	\$2.5083
2"	\$4.0136
3"	\$8.0263
4"	\$12.5411
6"	\$25.0818
8"	\$40.1305
10"	\$44.8066
12"	\$44.8066

SNWA Daily Infrastructure Charge Non-Residential	
Meter Size (inches)	Rate Effective Mar. 1, 2022
5/8"	\$0.9888
3/4"	\$0.9888
1"	\$1.8730
1½"	\$3.7458
2"	\$5.9931
3"	\$11.9863
4"	\$18.7289
6"	\$37.4575
8"	\$59.9316

10"	\$86.1516
12"	\$86.1516

A.187 SNWA Regional Connection Charge (See Chapter 7.232.)

Beginning in 2023, the SNWA Regional Connection Charge will adjust annually on March 1 by 6.5 percent plus the annual increase as of September of the previous year, per the Engineering News Record, Construction Cost Index, 20 City Average. In 2028, the rate will adjust annually on March 1 in accordance with the annual increase of September of the previous year, per the ENR-CCI.

SNWA REGIONAL CONNECTION CHARGE: Residential (8 units or fewer per acre)¹ <i>Plans approved for construction and fees paid</i>		
Meter Size	Effective Date	
	1/1/2021	3/1/2022
5/8"	\$4,870	\$5,596
3/4"	\$4,870	\$5,596
1"	\$9,610	\$11,042
1½"	\$19,170	\$22,026
2"	\$30,680	\$35,251

¹"Units per Acre" means "Gross Acres," which represents an acre of land, including all interior streets, publicly dedicated land, and adjacent streets or rights-of-way to the street centerline, not to exceed a distance of 50 feet.

SNWA REGIONAL CONNECTION CHARGE: Non-Residential (Hotels, Motels, Golf Courses and Laundries Excluded) <i>(Plans approved for construction and fees paid)</i>		
Meter Size	Effective Date	
	1/1/2021	3/1/2022
5/8"	\$4,870	\$5,596
3/4"	\$4,870	\$5,596
1"	\$9,610	\$11,042
1½"	\$19,170	\$22,026
2"	\$64,260	\$73,835
3"	\$237,900	\$273,347
4"	\$353,100	\$405,712
6"	See schedule "RATES BASED ON FACTORS OTHER THAN METER SIZE" Fee based on annual usage	
8"		
10"		

SNWA REGIONAL CONNECTION CHARGE: Industrial Laundries <i>(Plans approved for construction and fees paid)</i>		
Meter Size	Effective Date	
	1/1/2021	3/1/2022
5/8"	\$76,800	\$88,243
3/4"	\$76,800	\$88,243
1"	\$151,460	\$174,028
1½"	\$302,950	\$348,090
2"	\$484,700	\$556,920
3"	\$969,400	\$1,113,841
4"	\$1,514,690	\$1,740,379
6"	\$3,029,360	\$3,480,735
8"	\$4,846,980	\$5,569,180
10"	\$6,967,540	\$8,005,703

SNWA REGIONAL CONNECTION CHARGE: Rates Based on Factors Other Than Meter Size			
Customer Class	Connection Charge Based on	Charge Per Unit Plans Approved for Construction and Fees Paid	
		Effective Date	
		1/1/2021	3/1/2022
Residential – Individually Metered more than 8 Units per acre ¹ & Mobile Homes	Dwelling Unit	\$3,400	\$3,907
Residential – Master Metered more than 8 Units per acre ¹ & Mobile Homes ²	Dwelling Unit	\$3,400	\$3,907
Non Residential, 6" and Larger – Excluding Hotels, Motels, Golf Courses, and Laundries ³	Annual Usage (1000 Gal.)	\$29.20	\$33.55
Hotels & Motels	Hotel Room	\$2,780	\$3,194
Golf Course (Irrigated Acres) ⁴	Acre	\$45,640	\$52,440
RV Parks	Space	\$1,380	\$1,586

¹“Units per Acre” means “Gross Acres,” which represents an acre of land, including all interior streets, publicly dedicated land, and adjacent streets or rights-of-way to the street centerline, not to exceed a distance of 50 feet.

²Master metered mobile homes are not authorized in Clark County in accordance with NRS 461A.230.

³SNWA Regional Connection Charge based on audit and confirmation of annual water usage of the facility within the first three years of operation. Based on that audit, the connection charge may be adjusted accordingly.

⁴The SNWA Regional Connection Charge will be based on the potable irrigated acres of the golf course, which will include all playing areas, such as fairways, roughs, lakes, ponds, golf cart paths, sand traps, etc. The potable irrigated acres for this calculation will not include non-playing areas, although minimal potable irrigation may be required. The applicant will provide a development plan with each type of area defined with its acreage identified for District review and approval.

A.198 SNWA Reliability Surcharge (See Chapter 7.243.)

SNWA Reliability Surcharge	
Residential ¹	.25%
Non-Residential ²	2.5%

¹A reliability surcharge will be charged on all residential customers at .25 percent of total water bill for service charges and consumption rate, excluding SNWA infrastructure charges. Residential includes all multi-residential, as well as single family residential.

²All other customers will be charged at 2.5 percent of the total water bill, including service charges, backflow, and consumption rate, and excluding an SNWA infrastructure charge.

A.2019 Tier Consumption Thresholds and Metered Rates (See Chapter 7.254.)

Las Vegas Valley Thresholds and Metered Rates for Domestic Service prior to January 1, 2023¹

Rate Thresholds and Metered Rates- Average Daily Usage (Gallons)			
Meter Size (inches)	Tier	Non Single-Family Residential	Single-Family Residential
5/8"	1	First 167	First 167
	2	Next 167	Next 167
	3	Next 333	Next 333
	4	Over 667	Over 667
3/4"	1	First 250	First 222
	2	Next 250	Next 222
	3	Next 500	Next 444
	4	Over 1,000	Over 889
1"	1	First 417	First 334
	2	Next 417	Next 334
	3	Next 1,666	Next 1,222
	4	Over 2,500	Over 1,889
	1	First 833	First 611
	2	Next 833	Next 611

<u>1½"</u>	<u>3</u>	<u>Next 6,667</u>	<u>Next 4,556</u>
	<u>4</u>	<u>Over 8,333</u>	<u>Over 5,778</u>
<u>2"</u>	<u>1</u>	<u>First 1,333</u>	<u>First 944</u>
	<u>2</u>	<u>Next 1,333</u>	<u>Next 944</u>
	<u>3</u>	<u>Next 16,000</u>	<u>Next 10,778</u>
	<u>4</u>	<u>Over 18,666</u>	<u>Over 12,666</u>
<u>3"</u>	<u>1</u>	<u>First 2,667</u>	
	<u>2</u>	<u>Next 2,667</u>	
	<u>3</u>	<u>Next 42,666</u>	
	<u>4</u>	<u>Over 48,000</u>	
<u>4"</u>	<u>1</u>	<u>First 4,167</u>	
	<u>2</u>	<u>Next 4,167</u>	
	<u>3</u>	<u>Next 125,000</u>	
	<u>4</u>	<u>Over 133,334</u>	
<u>6"</u>	<u>1</u>	<u>First 8,333</u>	
	<u>2</u>	<u>Next 8,333</u>	
	<u>3</u>	<u>Next 400,000</u>	
	<u>4</u>	<u>Over 416,666</u>	
<u>8"</u>	<u>1</u>	<u>First 13,333</u>	
	<u>2</u>	<u>Next 13,333</u>	
	<u>3</u>	<u>Next 773,337</u>	
	<u>4</u>	<u>Over 800,000</u>	
<u>10"</u>	<u>1</u>	<u>First 19,167</u>	
	<u>2</u>	<u>Next 19,167</u>	
	<u>3</u>	<u>Next 1,303,333</u>	
	<u>4</u>	<u>Over 1,341,667</u>	
<u>12"</u>	<u>1</u>	<u>First 28,333</u>	
	<u>2</u>	<u>Next 28,333</u>	
	<u>3</u>	<u>Next 1,926,667</u>	
	<u>4</u>	<u>Over 1,983,333</u>	

Beginning January 1, 2023, Las Vegas Valley Thresholds and Metered Rates for Domestic Service:¹

<u>Single Family Residential Rate Thresholds and Metered Rates for all Meter Sizes</u>	
<u>Tier</u>	<u>Average Daily Usage (Gallons)</u>
<u>1</u>	<u>First 167</u>
<u>2</u>	<u>Next 167</u>
<u>3</u>	<u>Next 333</u>
<u>4</u>	<u>Over 667</u>

<u>Non Single Family Residential Rate Thresholds and Metered Rates- Average Daily Usage (Gallons)</u>			
<u>Meter Size (inches)</u>	<u>Tier</u>	<u>Non-Single-Family Residential</u>	<u>Single-Family Residential</u>
	<u>1</u>	<u>First 167</u>	<u>First 167</u>
	<u>2</u>	<u>Next 167</u>	<u>Next 167</u>

5/8"	3	Next 333	Next 333
	4	Over 667	Over 667
3/4"	1	First 250	First 222
	2	Next 250	Next 222
	3	Next 500	Next 444
	4	Over 1,000	Over 889
1"	1	First 417	First 334
	2	Next 417	Next 334
	3	Next 1,666	Next 1,222
	4	Over 2,500	Over 1,889
1½"	1	First 833	First 611
	2	Next 833	Next 611
	3	Next 6,667	Next 4,556
	4	Over 8,333	Over 5,778
2"	1	First 1,333	First 944
	2	Next 1,333	Next 944
	3	Next 16,000	Next 10,778
	4	Over 18,666	Over 12,666
3"	1	First 2,667	
	2	Next 2,667	
	3	Next 42,666	
	4	Over 48,000	
4"	1	First 4,167	
	2	Next 4,167	
	3	Next 125,000	
	4	Over 133,334	
6"	1	First 8,333	
	2	Next 8,333	
	3	Next 400,000	
	4	Over 416,666	
8"	1	First 13,333	
	2	Next 13,333	
	3	Next 773,337	
	4	Over 800,000	
10"	1	First 19,167	
	2	Next 19,167	
	3	Next 1,303,333	
	4	Over 1,341,667	
12"	1	First 28,333	
	2	Next 28,333	
	3	Next 1,926,667	
	4	Over 1,983,333	

Tier	Consumption Rate Per 1,000 gallons ¹
Tier 1	\$1.40
Tier 2	\$2.50
Tier 3	\$3.71

Tier 4	\$5.51
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¹The Tier Rates are adjusted annually on January 1. The rates are set in accordance with the annual increase as of September the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board of Directors.

A.210 Turn-On and Shut-Off Fees (See Chapter 7.265.)

Turn-On Fee	\$10
Additional Same Day Fee	\$15
After Hours or Holidays	\$70

A. 224 Water Waste Fee (See Chapter 7.276.)

Water Waste Fee Schedule					
Meter Size	1 st Violation	2 nd Violation	3 rd Violation	4 th Violation	5+ Violation or More
1" and Less	\$80	\$160	\$320	\$640	\$1,280
Over 1" but less than 3"	\$160	\$320	\$640	\$1,280	\$2,560
3" and over	\$320	\$640	\$1,280	\$2,560	\$5,120

A. 232 Water Theft Charges and Fees (See Chapter 7.287.)

Water Theft Schedule of Charges and Fees	
1st Violation Fee	\$5,000
2nd & Subsequent Violation Fee	\$10,000
Estimated Usage Charge	12 x Applicable Rate
Charge for Damage to District Facilities	Actual Cost Incurred

A.243 Well Abandonment Incentive (See Chapter 7.298.)

Per Service	\$1,000
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