

# AGENDA

## **SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS**

**REGULAR MEETING  
9:00 A.M. – MARCH 18, 2021**

**BOARD CHAMBERS, SOUTHERN NEVADA WATER AUTHORITY  
100 CITY PARKWAY, SEVENTH FLOOR, LAS VEGAS, NEVADA  
(702) 258-3100**

### Board of Directors

Marilyn Kirkpatrick, Chair  
Dan Stewart, Vice Chair  
Claudia Bridges  
Cedric Crear  
Jim Gibson  
Justin Jones  
John Lee

*John J. Entsminger,  
General Manager*

Date Posted: March 11, 2021

SOUTHERN NEVADA  
WATER AUTHORITY

The Southern Nevada Water Authority makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call the Agenda Coordinator at (702) 258-3939 at least 24 hours prior to the meeting.

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

*City of Boulder City, City Hall*  
401 California Street  
Boulder City, Nevada

*City of Henderson, City Hall*  
240 Water Street  
Henderson, Nevada

*City of North Las Vegas, City Hall*  
2250 Las Vegas Boulevard North  
North Las Vegas, Nevada

*City of Las Vegas, City Hall*  
495 South Main Street  
Las Vegas, Nevada

*Clark County Government Center*  
500 S. Grand Central Parkway  
Las Vegas, Nevada

*Clark County Water Reclamation District*  
5857 E. Flamingo Road  
Las Vegas, Nevada

*Southern Nevada Water Authority*  
100 City Parkway, Suite 700  
Las Vegas, Nevada

*Las Vegas Valley Water District*  
1001 S. Valley View Boulevard  
Las Vegas, Nevada

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

Visit our website at [www.snwa.com](http://www.snwa.com) for Southern Nevada Water Authority agenda postings, copies of supporting material, and approved minutes. To receive meeting information, contact Mitch Bishop at (702) 822-8317 or [agendas@snwa.com](mailto:agendas@snwa.com).

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### **CALL TO ORDER**

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

**NO ACTION MAY BE TAKEN:** This is a period devoted to comments by the general public pertaining to items on this 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 and refrain from making comments that are repetitious, offensive, or amounting to personal attacks. No action may be taken upon a matter not listed on the posted agenda. Public comment can also be provided in advance of the meeting and submitted to [publiccomment@snwa.com](mailto:publiccomment@snwa.com).

### **ITEM NO.**

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of January 21, 2021.

### **BUSINESS AGENDA**

2. *For Possible Action:* Receive a presentation on current and anticipated conservation activities, discuss new programs and approaches to achieve conservation goals, and, if appropriate, direct staff accordingly.
3. *For Possible Action:* Discuss developing a policy regarding large water users and direct staff to work with the member agencies to draft a policy for Board consideration.
4. *For Possible Action:* Authorize a new conservation incentive program for the installation of artificial turf in new recreational fields that would provide a rebate of up to \$2 per square foot.
5. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, Amendment No. 1 to the existing interlocal agreement for Water Efficient Technologies Projects between the Clark County School District and the Authority for an increase in the amount of \$868,692 to accommodate installation of artificial turf at three additional high schools.

6. *For Possible Action:* Approve, in substantially the same form as attached hereto, an interlocal agreement among the Clark County Water Reclamation District, City of Henderson, City of North Las Vegas, City of Las Vegas, and the Authority to establish a septic system conversion pilot program in the Las Vegas Valley; direct staff to amend the Groundwater Management Program's Well Conversion Guidelines to include septic conversion; approve the Authority's contribution of \$60,000; and authorize the General Manager or designee to negotiate and execute the agreements necessary to carry out the septic conversions.
7. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between Brown and Caldwell and the Authority to provide professional design engineering and construction support services for a portion of the Garnet Valley Water System for an amount not to exceed \$888,667.
8. *For Information Only:* Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and activities, activities on the Colorado River, and water resource acquisition and development.

**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 Southern Nevada Water Authority. Please limit your comments to three minutes or less and refrain from making comments that are repetitious, offensive, or amounting to personal attacks. No action may be taken upon a matter not listed on the posted agenda.

**SOUTHERN NEVADA WATER AUTHORITY  
BOARD OF DIRECTORS  
REGULAR MEETING  
JANUARY 21, 2021  
MINUTES**

CALL TO ORDER 9:01 a.m.

BOARD MEMBERS PRESENT Marilyn Kirkpatrick, Chair  
Dan Stewart, Vice Chair  
Claudia Bridges  
Cedric Crear  
Jim Gibson  
Justin Jones  
John Lee

BOARD MEMBERS ABSENT None

STAFF PRESENT John Entsminger, Colby Pellegrino, Doa Ross, and Greg Walch

OTHERS PRESENT None

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

**COMMENTS BY THE GENERAL PUBLIC**

*For full public comment, visit [snwa.com/apps/snwa-agendas/index.cfm](http://snwa.com/apps/snwa-agendas/index.cfm)*

Ed Uehling spoke concerning items 2 and 3. He disagreed with the Board's renewal of the contract between the Las Vegas Valley Water District and the Authority, which authorizes the General Manager of the District to serve as the General Manager of the Authority.

**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 November 19, 2020.***

FINAL ACTION: Director Gibson made a motion to approve the agenda for this meeting, and to approve the minutes from the regular meeting of November 19, 2020. The motion was approved.

**CONSENT AGENDA**

2. ***For Possible Action: Renew the Amended and Restated Interlocal Contract between the Las Vegas Valley Water District and the Authority, which authorizes the General Manager of the District to serve as the General Manager of the Authority, and utilize the staff and resources of the District to manage the affairs of the Authority.***
3. ***For Possible Action: Approve a resolution appointing the Secretary, Treasurer and Controller of the Authority and amending and repealing prior officer appointments.***

FINAL ACTION: Vice Chair Stewart made a motion to approve staff's recommendations. The motion was approved.

**BUSINESS AGENDA**

4. ***For Possible Action: Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the Clark County School District and the Authority for the School District's conversion of up to 24 live-turf football fields to artificial turf in exchange for Authority rebates in an amount of \$6,883,077, authorize a cost contingency not to exceed \$688,308, and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.***

Chair Kirkpatrick asked if the Clark County School District would be responsible for maintaining the fields after the conversions. John Entsminger, General Manager, confirmed that the school district was responsible for maintenance.

Director Lee spoke concerning the expense of converting live-turf to artificial turf at regional parks. He asked if there would be an opportunity for the Authority to participate in helping to convert other areas of public use.

Mr. Entsminger said that the school district was spending approximately \$56 million to convert the fields, while the Authority would be contributing less than \$7 million to assist with the conversion. Therefore, it should not be construed that the Authority was completely funding the conversions.

Director Lee said that the City of North Las Vegas would like to participate in additional turf conversions but was precluded from doing so due to budget constraints. Chair Kirkpatrick said that additional conservation discussions were needed since the Colorado River basin was extremely dry this year.

FINAL ACTION: Director Crear made a motion to approve staff's recommendations. The motion was approved.

5. ***For Possible Action: Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the Clark County School District and the Authority whereby the School District will make modifications to cooling towers at up to 61 schools in exchange for Authority rebates not to exceed \$918,000, and to sign any ministerial documents necessary to effectuate the transaction.***

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

6. ***For Possible Action: Award a contract for the reconstruction of two existing erosion control structures at the Las Vegas Wash to Las Vegas Paving Corporation for the amount of \$4,700,000, authorize a change order contingency amount not to exceed \$470,000, and authorize the General Manager to sign the construction agreement.***

FINAL ACTION: Director Crear made a motion to approve staff's recommendations. The motion was approved.

7. ***For Possible Action: Adopt a resolution consenting to the refunding of the Authority's remaining commercial paper program debt and requesting the Las Vegas Valley Water District to issue general obligation (additionally secured by SNWA pledged revenues) refunding bonds in the maximum principal amount of \$257,610,000.***

FINAL ACTION: Vice Chair Stewart made a motion to approve staff's recommendation. The motion was approved.

8. ***For Information Only: Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and activities, activities on the Colorado River, and water resource acquisition and development.***

Colby Pellegrino, Deputy General Manager, Resources, gave an update on water resources. Despite pauses in the Authority's conservation programming due to the pandemic, the Authority provided rebates for 4.4 million square feet of turf removed last year. In addition, 782 residential customers and 12 home owners associations switched to smart irrigation controllers.

Conditions in the Colorado River Basin were extremely dry with most areas experiencing 50 to 75 percent of average snowpack. The inflow forecast to Lake Powell was 3.45 million acre-feet. Although there were some storms forecast in the near future, the Basin would need to receive several significant events to see an average inflow this water year.

NO ACTION REQUIRED

#### **Public Comment**

Ed Uehling spoke regarding General Manager selection and the Authority's operating budget. He said that the Authority meets its budgetary obligations by borrowing additional funds. He said that turf conversions devalue property values.

#### **Adjournment**

There being no further business to come before the Board, the meeting adjourned at 9:29 a.m.

**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**

March 18, 2021

**Subject:**

Presentation

**Petitioner:**

Colby N. Pellegrino, Deputy General Manager, Resources

**Recommendations:**

That the Board of Directors receive a presentation on current and anticipated conservation activities, discuss new programs and approaches to achieve conservation goals, and, if appropriate, direct staff accordingly.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

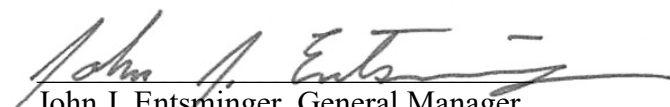
In 2019, the Board of Directors approved the Authority's Water Conservation Plan, which sets forth the community's conservation goals and outlines the steps needed to achieve them. In concurrent efforts, the Board also approved the Integrated Resources Planning Advisory Committee's (IRPAC 2020) recommendations on September 17, 2020, which outlines additional conservation-related activities to protect Southern Nevada's water resources and ensure our limited supply will meet community needs.

With threats like climate change affecting water supplies and projected demands increasing, water conservation remains the most important tool in managing water resources in Southern Nevada. Programs like the Authority's Water Smart Landscapes rebate program have been instrumental in reducing water use, but additional actions are needed.

This presentation outlines current conservation progress and recommends the next steps needed to continue to progress towards the community's conservation goal. These steps include shaping the development terms of new large water users, reducing the amount of existing non-functional turf, and promoting water-efficient cooling technologies. Discussion of new programs and approaches to continue achieving goals will also occur.

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

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:CNP:ZLM:AMB:kh:nh

AGENDA  
ITEM #

2

**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**

March 18, 2021

**Subject:**

Large Water User Policy

**Petitioner:**

Colby N. Pellegrino, Deputy General Manager, Resources

**Recommendations:**

That the Board of Directors discuss developing a policy regarding large water users and direct staff to work with the member agencies to draft a policy for Board consideration.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

Southern Nevada has a limited water supply that is susceptible to drought. Effectively managing demand is critical to the community's long-term viability. It is incumbent upon the region's water purveyors to consider the implications of water use by both new and existing customers on available water resources.

On September 17, 2020, the Board of Directors adopted the recommendations of the Integrated Resource Planning Advisory Committee, which included a recommendation to "establish an efficiency review policy and process for new large water users to encourage efficient development and disincentivize consumptive use." Since 2004, resorts have had to submit water efficiency plans, but other large water users have not been required to do so.

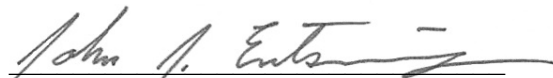
The highest two percent of non-residential water customers use more water than the other 98 percent of customers in the non-residential sector combined. A "large water users" policy would require customers proposing to use disproportionately large amounts of water to demonstrate adherence to best practices for water efficiency.

As Southern Nevada's economy diversifies and new industries move into the community, guidance is needed to protect Southern Nevada's water resources. A policy regarding large water users would set forth measures intended to both conserve Southern Nevada's water resources and ensure these high-demand customers provide benefits to the community commensurate with their demand impact.

At this time, the Board is being asked to discuss developing a policy regarding large water users, and direct staff to work with the member agencies to draft a policy for Board consideration.

This action is authorized pursuant to Section 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:CNP:ZLM:AMB:KH:mdb:nh

AGENDA  
ITEM #

3

**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**

March 18, 2021

**Subject:**

Artificial Turf Incentive Program

**Petitioner:**

Colby N. Pellegrino, Deputy General Manager, Resources

**Recommendations:**

That the Board of Directors authorize a new conservation incentive program for the installation of artificial turf in new recreational fields that would provide a rebate of up to \$2 per square foot.

**Fiscal Impact:**

The Authority will use the appropriated budget for water conservation programs for Fiscal Year 2020-21 and budget future years accordingly. Agreements to expend the money will be brought before the Board of Directors for approval at future meetings.

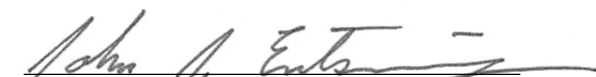
**Background:**

Studies conducted by the Authority have determined irrigated turfgrass may use more than 70 gallons of water per square foot each year. While ornamental turfgrass may be replaced with water efficient landscaping, many of the largest areas with irrigated turfgrass are functional sporting fields. Sporting fields can be constructed using synthetic surfaces, such as artificial turf, producing water savings of up to six million gallons annually on a typical football or soccer field. Since 2004, the Authority has offered a modest incentive (\$0.83 per square foot) through the Water Efficient Technologies Program for new installations of synthetic sporting fields. Recent analysis, however, has shown the incentive is inadequate to compel sports turf managers to consistently choose synthetic fields over irrigated turfgrass. Although synthetic fields can reduce operating costs by up to \$200,000 over their ten-year lifespan, capital costs are typically 40 percent higher than comparable irrigated turfgrass fields. A more progressive incentive will reduce the total expense of artificial turf, making the water-efficient option more appealing. By incentivizing new installations, the Authority will avoid the more costly option of retrofitting these fields at a later date.

Staff proposes an incentive of up to \$2 per square foot for installation of new, synthetic sports fields in a contiguous area of at least 50,000 square feet in qualifying schools and parks that would otherwise install irrigated turfgrass. Like the Authority's other incentive programs, staff will establish complete program conditions to ensure the long-term water savings of each project.

This action is authorized pursuant to Sections 5(m) and 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE:ZLM:JCD:KH:nh

AGENDA  
ITEM #

4

**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**

March 18, 2021

**Subject:**

Amendment

**Petitioner:**

Colby N. Pellegrino, Deputy General Manager, Resources

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, Amendment No. 1 to the existing interlocal agreement for Water Efficient Technologies Projects between the Clark County School District and the Authority for an increase in the amount of \$868,692 to accommodate installation of artificial turf at three additional high schools.

**Fiscal Impact:**

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

**Background:**

On January 21, 2021, the Board of Directors entered into an agreement with the Clark County School District (District) to partially fund the conversion of 24 high school football fields to artificial turf.

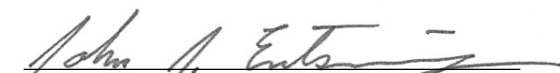
Since execution of the agreement, District has identified three additional locations for conversion, with the potential to reduce consumptive water demand by an additional 15 million gallons annually.

Approval of this amendment will provide additional funding to expand the project scope from the original 24 locations to 27 locations, to include Legacy High School, Shadow Ridge High School and Sunrise Mountain High School. The estimated water savings derived from these conversions will increase from 120 million gallons to more than 135 million gallons annually.

The additional funding from the amendment would increase the rebate for the 27 projects to \$7,751,769, with a contingency amount of \$775,177 for a total amount not to exceed \$8,526,946.

This agreement is authorized pursuant to NRS 277.180 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

  
John J. Entsminger, General Manager  
JJE: CNP:ZLM:DB:PW:cec:nh  
Attachment

AGENDA  
ITEM #

5



**AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT  
BETWEEN  
THE CLARK COUNTY SCHOOL DISTRICT  
AND  
THE SOUTHERN NEVADA WATER AUTHORITY  
FOR WATER EFFICIENT TECHNOLOGIES PROJECTS – ALTERNATIVE RECREATIONAL SPORTING  
SURFACES**

This Amendment Number 1 (“Amendment No. 1”) to the Interlocal Agreement Between the Clark County School District and the Southern Nevada Water Authority for Water Efficient Technologies Projects – Alternative Recreational Sporting Surfaces is made and entered into this \_\_\_\_ day of March 2021, by and between the Clark County School District, a political subdivision of the State of Nevada (“District”), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“Authority”). The District and Authority may be hereinafter referred to collectively as “Parties” or individually as “Party.”

**RECITALS**

WHEREAS, NRS 227.180, authorizes the District and the Authority to enter into agreements to perform any governmental service or activity or undertaking which one or both Parties are authorized to perform by law;

WHEREAS, on or about January 28, 2021, the Parties entered into the Interlocal Agreement Between the Clark County School District and the Southern Nevada Water Authority for Water Efficient Technologies Projects – Alternative Recreational Sporting Surfaces (“Interlocal Agreement”); and

WHEREAS, the Parties desire to amend the Interlocal Agreement through this Amendment No. 1, to add three additional “Projects” that may participate in the Authority’s Water Efficient Technologies program for Alternative Recreational Sporting Surfaces and to increase the funding made available by the Authority to provide rebates for a total of twenty-seven (27) Projects.

**NOW, THEREFORE**, the Parties agree, for good and valuable consideration, the sufficiency of which is hereby acknowledged, to amend the Interlocal Agreement as follows:

- A. REPLACE “twenty-four (24) Projects,” as identified in Paragraph 5 of the Interlocal Agreement’s Recitals with “twenty-seven (27) Projects.”
- B. INSERT the following sentence as subsection “e” to “Section 5 - Terms of Program Rebate.”
  - e. The Rebate for the 27 Projects is estimated to be \$7,751,769, subject to Section 7, and a cost contingency not to exceed \$775,177.
- C. REPLACE Exhibit “1” of the Agreement with the Exhibit “1” attached to this Amendment No. 1. The new Exhibit “1” identifies the three additional Projects and increases the estimated Rebate by \$868,692.

- D. All other terms and conditions of the Agreement shall remain in full force and effect. This Amendment No. 1 shall become effective upon the approval of the respective Parties' governing body and execution by the Parties' respective duly authorized representative.

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

Date of District Action:

\_\_\_\_\_

**CLARK COUNTY SCHOOL DISTRICT**

\_\_\_\_\_  
Jeff Wagner  
Chief of Facilities

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Linda K. Perri  
Director, Real Property Management

\_\_\_\_\_  
Luke Puschnig  
General Counsel

**SOUTHERN NEVADA WATER AUTHORITY**

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
John J. Entsminger  
General Manager

\_\_\_\_\_  
*/s/ Steven C. Anderson*  
Steven C. Anderson  
Deputy Counsel – Legal Services

### Exhibit 1

<b>Project/School Field (alphabetical)</b>	<b>Parcel Number</b>	<b>Estimated Square Footage of Field</b>	<b>Estimated Incentive Amount</b>
Basic HS	17917702001	77,346	\$255,242
Bonanza HS	16302203001	80,039	\$264,129
Canyon Springs HS	13903801002	87,019	\$287,163
Centennial HS	12624801007	83,154	\$274,408
Chaparral HS	16118701001	73,986	\$244,154
Cheyenne HS	13905403001	105,772	\$300,000
Cimarron Memorial HS	13822102002	105,487	\$300,000
Coronado HS	17736103013	87,505	\$288,767
Del Sol HS	16236601054	88,256	\$291,245
Desert Oasis	17635201005	88,552	\$292,222
Desert Pines HS	14030302001	88,112	\$290,770
Durango HS	16327701012	104,329	\$300,000
Eldorado HS	14028701001	95,238	\$300,000
Foothill HS	17929701001	88,800	\$293,040
Green Valley HS	17804801001	106,326	\$300,000
Las Vegas HS	16103801003	105,349	\$300,000
Laughlin Jr/Sr. HS	26415201001	90,652	\$299,152
Legacy HS	12422601001	87,910	\$290,103
Liberty HS	17734301005	87,687	\$289,367
Mojave HS	12434601002	105,129	\$300,000
Palo Verde HS	13735501005	99,281	\$300,000
Shadow Ridge HS	12512502001	87,855	\$289,922
Sierra Vista HS	17609601002	87,347	\$288,245
Silverado HS	17723203005	104,452	\$300,000
Spring Valley HS	16315301001	85,295	\$281,474
Sunrise Mountain HS	14014401001	87,475	\$288,668
Western HS	13930801001	73,849	\$243,702

<b>Total</b>		<b>2,462,202</b>	<b>\$7,751,769</b>
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<b>Water Savings</b>		<b>Gallons</b>	<b>Acre Feet</b>
Estimated Annual Water Savings		135,421,110	415.6
Estimated 10-yr project life water savings		1,354,211,100	4,156

**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**

March 18, 2021

**Subject:**

Septic System Conversion Pilot Program Interlocal Agreement

**Petitioner:**

Colby N. Pellegrino, Deputy General Manager, Resources

**Recommendations:**

That the Board of Directors approve, in substantially the same form as attached hereto, an interlocal agreement among the Clark County Water Reclamation District, City of Henderson, City of North Las Vegas, City of Las Vegas, and the Authority to establish a septic system conversion pilot program in the Las Vegas Valley; direct staff to amend the Groundwater Management Program's Well Conversion Guidelines to include septic conversion; approve the Authority's contribution of \$60,000; and authorize the General Manager or designee to negotiate and execute the agreements necessary to carry out the septic conversions.

**Fiscal Impact:**

The requested \$60,000 is available in the Authority's Operating Budget.

**Background:**

There are more than 14,000 septic systems in Clark County, which poses a nitrate concern in Southern Nevada's groundwater aquifer. Nitrates can flow easily from leaking septic tanks through the soil to form contamination plumes in groundwater. Increased nitrate levels, when present in drinking water supplies, pose considerable health risks to the community, especially infants. In addition, septic systems may occur on properties that receive municipal water service. Removing these septic systems and connecting these water users to the sanitary sewer will both reduce the risk of groundwater contamination and increase return flow credits, thereby extending our Colorado River water resources.

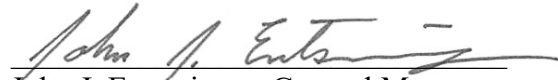
The community's existing centralized, safe, and highly advanced wastewater treatment system eliminates the risks posed by septic tanks. However, the cost for an individual property to abandon a septic system and connect to a municipal wastewater system can be prohibitive; therefore, a grant program would allow qualified properties to receive financial assistance for undertaking a septic system conversion. Modeled after the Authority's Groundwater Management Program's well conversion program, the septic conversion pilot program would enable septic users to abandon their septic tanks, reduce the threat of nitrates to the groundwater aquifer, and establish a more sustainable use of water resources.

If approved, the attached interlocal agreement provides for the Authority to administer the pilot program with initial program funding coming from the Authority and some of its member agencies. It is anticipated that funding for future years will come from multiple sources including an increase to the Groundwater Management Program's annual permit fee, which will be considered by the Board of Directors at a future meeting.

This agenda item would also authorize staff to update the well conversion program's financial assistance guidelines to include septic systems within the already established program framework and grant model.

This action is authorized pursuant to NRS 277.180, the Southern Nevada Water Authority Act of 1997, and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

A handwritten signature in dark ink, appearing to read "John J. Entsminger", is written over a horizontal line.

John J. Entsminger, General Manager

JJE:CNP:AMB:KH:mdb

Attachment

## **INTERLOCAL AGREEMENT ESTABLISHING A SEPTIC SYSTEM CONVERSION PILOT PROGRAM**

THIS INTERLOCAL AGREEMENT ESTABLISHING A SEPTIC SYSTEM CONVERSION PILOT PROGRAM (“**Agreement**”) among and between the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“**Authority**”), Clark County Water Reclamation District, a governmental subdivision of the State of Nevada (“**Reclamation District**”), the City of Henderson, a municipal corporation and political subdivision of the State of Nevada (“**Henderson**”), the City of North Las Vegas, Nevada, a municipal corporation and political subdivision of the State of Nevada (“**North Las Vegas**”) and the City of Las Vegas, a municipal corporation and political subdivision of the State of Nevada (“**Las Vegas**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”). For convenience, the Authority, Reclamation District, Henderson, North Las Vegas, and Las Vegas are sometimes referred to in this Agreement individually as a “**Party**” or collectively as “**Parties**.”

### **RECITALS**

**WHEREAS**, the Authority is engaged in the business of, among other things, the wholesale distribution of water to its purveyor member agencies, which include Henderson, North Las Vegas and the Las Vegas Valley Water District, which serves Las Vegas;

**WHEREAS**, the Reclamation District is a member agency of the Authority and provides for the collection, treatment and reclamation of wastewater to residential, commercial, and industrial customers in unincorporated areas of Clark County and on extra-territorial properties through interlocal agreements;

**WHEREAS**, Henderson, through its municipal utility, provides retail water and wastewater services to residential, commercial, and industrial customers located inside Henderson’s corporate boundaries and on extra-territorial properties through interlocal agreements;

**WHEREAS**, North Las Vegas, through its municipal utility, provides retail water and wastewater services to residential, commercial, and industrial customers located inside North Las Vegas’s corporate boundaries and on extra-territorial properties through interlocal agreements;

**WHEREAS**, Las Vegas, through its municipal utility, provides wastewater services to residential, commercial, and industrial customers located inside Las Vegas’s corporate boundaries, and provides retail water through the Las Vegas Valley Water District and additional wastewater services to areas of unincorporated Clark County via interlocal agreements;

**WHEREAS**, the Parties acknowledge that the Authority has limited water resources, and that the Authority’s member agencies must undertake additional water conservation measures to ensure that the Authority is able to provide sufficient water resources to serve the anticipated needs of the Authority’s purveyor members;

**WHEREAS**, in 1997, the Nevada State Legislature directed the Authority to establish the Groundwater Management Program to help protect and manage Southern Nevada’s groundwater resources through the establishment of programs and education to aid well users;

**WHEREAS**, septic-system waste can be discharged to the soil through the septic system's leach field and may contain high levels of nitrate, which is a regulated contaminant under the Safe Drinking Water Act that can contaminate groundwater as it is released into the soil; additionally, wastewater collected in septic systems is not recycled and returned to Lake Mead for return flow credits, which sustainably recycles water used indoors, extending the community's limited water supply;

**WHEREAS**, in conjunction with the Groundwater Management Program, and in a further effort to protect Southern Nevada's water supply, enhance water reuse, and increase return flow credits, the Parties seek to establish a septic conversion program that will provide qualified individuals with financial assistance for abandoning and retiring their septic system and connecting to a municipal wastewater system;

**WHEREAS**, in cooperation with the Reclamation District, Henderson, Las Vegas, and North Las Vegas, the Authority is developing Financial Assistance Guidelines that will provide the basis for administering the Program, and disbursing the funding described in this Agreement;

**WHEREAS**, the Parties desire to enter into this Agreement to memorialize their rights, obligations, and duties with respect to the septic system conversion and financial assistance program and to memorialize other matters as expressed in this Agreement; and

**WHEREAS**, the Parties have the authority to enter into this Agreement pursuant to NRS 277.180.

**NOW, THEREFORE**, in exchange for the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

### **AGREEMENT**

1. **Recitals**. The Recitals to this Agreement are acknowledged by the Parties to be accurate in all respects and such Recitals are hereby incorporated into this Agreement by reference.

2. **Septic System Conversion Program**. As used in this Agreement, the term "**Program**" shall refer to the program, established through the Parties' cooperative efforts, that provides financial assistance to abandon their existing septic system and connect to a municipal sewage system.

3. **Funding**.

a. **Initial Program Funding Contributions**. Through this Agreement, the Parties agree to make a one-time financial contribution to help fund the initial year of the Program. Upon full execution of this Agreement, the Parties shall contribute as follows:

- |                           |          |
|---------------------------|----------|
| i. The Authority:         | \$60,000 |
| ii. Reclamation District: | \$60,000 |
| iii. Henderson:           | \$20,000 |
| iv. North Las Vegas:      | \$20,000 |

- v. Las Vegas: \$20,000

Upon approval of this Agreement by the Parties and adoption of the Financial Assistance Guidelines by mutual consent of the Parties, the respective funding contributions shall be submitted to the Authority on or before June 1, 2021.

- b. Additional Program Financial Assistance Funding. Funding necessary to maintain the Program in subsequent years will be secured through various means, including but not limited to:
- i. Annual groundwater management fees collected by the Authority from well users.
  - ii. Any grant monies available through the State of Nevada.
  - iii. Any other grants or Program funds made available, where appropriate.

4. Program and Financial Assistance Guidelines. The Program will be subject to the “**Financial Assistance Guidelines**,” the most recent version of which shall be posted on the Groundwater Management Plan program website. The Parties shall work cooperatively to establish the Financial Assistance Guidelines (“**Guidelines**”). The Guidelines shall be developed and adopted by the Parties’ mutual consent and may be amended from time to time without requiring this Agreement to be amended or otherwise modified. The Guidelines will, among other things, establish:

- a. Eligibility requirements for financial assistance.
- b. The extent of financial assistance to help offset septic-conversion expenses, such as engineering design, sewer connection charges and construction expenses.
- c. The application process, which will consist of accepting and reviewing applications, requiring applicants to abandon their septic systems, terminate any septic permits issued by the Southern Nevada Health District, and connect to a municipal wastewater system, and other considerations to determine whether an applicant qualifies for financial assistance.
- d. The process for disbursing financial assistance and expenditures of Program funds.
- e. The process for selecting local wastewater entities, private contractors, or other means of completing the construction and capital improvements necessary to satisfactorily complete septic system abandonment and connection to municipal systems.
- f. Limitations on eligible costs and financial assistance.
- g. Funding priorities.

5. Other Responsibilities of the Authority. The Authority shall also be responsible for:

- a. Yearly Report. On or before January 31 of each year, the Authority will prepare a Program report and make the report available for the other Parties to review. The Program report will provide a summary of accomplishments, the number of completed septic conversions, expenditures, and the status of obtaining additional funding.
- b. Program Administration. In partnership with the other Parties, the Authority’s staff will promote the Program, receive and review septic conversion applications, and disburse funding to qualified projects.



6. Term. The term of this Agreement shall commence on the Effective Date regardless of the date that this Agreement is executed by the Parties. The term of this Agreement shall continue in full force and effect until all Parties agree in writing to terminate this Agreement.

7. Prohibition on Assignments. This Agreement is expressly not assignable by any Party, and any attempted or purported assignment shall be *void ab initio* and of no force or effect. Each Party acknowledges and agrees that there are specific and material reasons for each of the Parties to enter into this Agreement, and that each Party would not have entered into this Agreement but-for the specific status and identity of the other Parties to this Agreement.

8. Integration and Amendment. This Agreement represents the entire understanding of the Parties and can only be amended in a writing duly executed by all Parties and approved and authorized with the same formalities as this Agreement.

9. Severability. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of competent jurisdiction for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement, and the Parties agree to replace such void, invalid, or unenforceable provision with an enforceable provision that has as nearly as possible the same effect.

10. Choice of Law; Venue. This Agreement is governed by the laws of the State of Nevada, and the exclusive and mandatory venue for any judicial proceeding arising from this Agreement shall be in the state or federal courts of Clark County, Nevada.

11. Waiver. The failure of a Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, is not a waiver of any other provisions of this Agreement, or of the same provision in the future, and will not in any way affect the validity of this Agreement or the right of either Party to enforce each and every provision of this Agreement in the future.

12. No Joint Venture. No joint venture is contemplated or established by this Agreement, and none of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this Agreement.

13. Internal Authority. Each Party represents and covenants with the other Party that they have full authority to enter into this Agreement, that in entering into this Agreement they have taken all internal actions required to have the authority to enter into this Agreement, and that the terms of this Agreement do not violate any laws, ordinances, or regulations binding such Party, or the provisions of any contracts affecting such Party.

14. Signature Authority. The signatories for each Party hereby represent and warrant to the other Party that such signatories have all required internal authority to execute this Agreement and bind the Party for which it is signing.

15. Neutral Interpretation. Each Party acknowledges and agrees that it materially participated in the drafting and negotiation of this Agreement. This Agreement shall not be construed against any Party solely because the initial draft of this Agreement was drafted as a convenience by one

of the Parties, and each Party hereby waives the right to assert any applicable rule of construction that ambiguities in this Agreement shall be enforced against the Party primarily responsible for the drafting of this Agreement or any specific provision of this Agreement.

16. Several Liability. Up to the limitations under the law, including but not limited to those in NRS Chapter 41, each Party is severally – not jointly – responsible for liability claims, actions, damages, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents arising out of, resulting from, or incidental to the obligations in this Agreement. Each Party may assert any defense available under applicable law, including but not limited to the immunities provided under NRS Chapter 41.

17. No Third-Party Beneficiaries. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party to this Agreement and this Agreement does not create any rights, benefits, or causes of action for any other person, entity, or member of the general public.

18. Notices. Any notice required by this Agreement shall be in writing, shall be deemed received upon personal delivery, or upon actual delivery or rejection of delivery as noted in the records of a nationally recognized overnight courier service, and shall be addressed to the respective Parties as follows:

**To SNWA:**

Southern Nevada Water Authority  
Attn: General Manager  
1001 South Valley Boulevard, M/S 610  
Las Vegas, NV 89153

**With a copy to:**

General Counsel  
Southern Nevada Water Authority  
1001 South Valley Boulevard, M/S 610  
Las Vegas, NV 89153

**To Reclamation District:**

Clark County Water Reclamation District  
Attn: General Manager  
5857 East Flamingo Road  
Las Vegas, NV 89122

**With a copy to**

Clark County Water Reclamation District  
Attn: David Stoft, General Counsel  
5857 East Flamingo Road  
Las Vegas, NV 89122

**To Henderson:**

City of Henderson  
Henderson City Hall  
Attn: Director of Utility Services  
240 S. Water St.  
Henderson, NV 89015

**With a copy to:**

City of Henderson  
Henderson City Hall  
Attn: City Attorney  
240 South Water St., 4th Floor  
Henderson, NV 89015

**To Las Vegas:**

City of Las Vegas  
Attn: Public Works Sewer Planning  
495 South Main Street, 5th Floor

**With a copy to:**

City of Las Vegas  
Attn: City Attorney  
495 South Main Street, 6th Floor  
Las Vegas, NV 89101

**To North Las Vegas:**

City of North Las Vegas  
Attn: Director of Utilities  
2250 Las Vegas Boulevard North  
Suite 250  
North Las Vegas, NV 89030

**With a copy to:**

City of North Las Vegas  
Attn: City Attorney  
2250 Las Vegas Blvd. N.  
Ste. 810  
North Las Vegas, NV 89030

Any Party may change its contact information for purposes of this Agreement by giving written notice to the other Parties in the manner set forth above.

19. Further Assurances. The Parties agree to cooperate fully and execute any and all supplementary documents, and to take any additional actions, that may be necessary or appropriate to give full force and effect to the basic terms and general intent of this Agreement.

20. Headings. The section headings of this Agreement are for convenience of reference only, are not part of this Agreement, and do not, and shall not be used to, affect its interpretation.

21. Execution in Counterparts; DocuSign; Electronic Delivery. This Agreement may be executed in electronic form by DocuSign and/or in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

*[SIGNATURE PAGE FOLLOWS; THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY BLANK.]*

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the Effective Date.

**SOUTHERN NEVADA WATER AUTHORITY:**

a political subdivision of the State of Nevada

---

By: John J. Entsminger  
Its: General Manager

APPROVED AS TO FORM:

/s/ Steven C. Anderson

---

Gregory J. Walch  
General Counsel

**CITY OF HENDERSON:**

a municipal corporation and political subdivision of the State of Nevada

By: \_\_\_\_\_  
Richard A. Derrick  
City Manager/CEO

ATTEST:

\_\_\_\_\_  
Lisa M. Corrado, AICP  
Interim City Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Priscilla Howell  
Director of Utility Services

APPROVED AS TO FUNDING:

\_\_\_\_\_  
Jim McIntosh  
Chief Financial Officer

APPROVED AS TO FORM:

_____ Nicholas G. Vaskov City Attorney	_____ CAO Review
--	------------------------

Date of Council Action: \_\_\_\_\_

**CITY OF NORTH LAS VEGAS:**

a municipal corporation and political subdivision of the State of Nevada

Date of Approval: \_\_\_\_\_

By: \_\_\_\_\_  
John J. Lee  
Mayor

ATTEST:

By: \_\_\_\_\_  
Catherine Raynor, MMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Micaela Moore  
City Attorney

**CITY OF LAS VEGAS:**

a municipal corporation and political subdivision of the State of Nevada

Date of City Council Approval: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_  
LuAnn D. Holmes, MMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy City Attorney Date

**CLARK COUNTY WATER RECLAMATION DISTRICT:**

a governmental subdivision of the State of Nevada

---

By: Tom Minwegen  
Its: General Manager

APPROVED AS TO FORM:

---

David J. Stoft  
General Counsel



**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**

March 18, 2021

**Subject:**

Agreement

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between Brown and Caldwell and the Authority to provide professional design engineering and construction support services for a portion of the Garnet Valley Water System for an amount not to exceed \$888,667.

**Fiscal Impact:**

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

**Background:**

On November 19, 2020, the Board of Directors approved the amended Major Construction and Capital Plan, which includes the Garnet Valley Water System. The Garnet Valley Water System will serve the Apex Industrial Park in North Las Vegas, which includes more than 11,000 acres and is attracting technology and manufacturing businesses. Project No. 3067S, Garnet Valley Water System (Project), covers the design and construction of the potable water distribution system associated with Apex Industrial Park.

In April 2017, a statement of qualifications for professional services was issued for the design of future pipelines. Staff reviewed and rated the ten submittals received and ranked the firms in order of qualifications for use on future projects. As one of the top-ranking firms, Brown and Caldwell was selected to perform the professional services for the design portion of the Project.

If approved, the attached agreement would provide the terms and conditions for Brown and Caldwell to prepare the final construction documents necessary for the on-site water improvements associated with the Project. The requested \$888,667 includes a 10 percent contingency.

This agreement is being entered into pursuant to NRS 332.115(a)(b) and Section 6(i) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:



John J. Entsminger, General Manager

JJE:DJR:PJJ:RCP:kd

Attachments

AGENDA  
ITEM #

7

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> 14						
<b>Corporate/Business Entity Name:</b> Brown and Caldwell						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		201 North Civic Drive, Suite 300		<b>Website:</b> brownandcaldwell.com		
<b>City, State and Zip Code:</b>		Walnut Creek, CA 94596		<b>POC Name:</b> N/A		
				<b>Email:</b> N/A		
<b>Telephone No:</b>		925-937-9010		<b>Fax No:</b> 925-937-9026		
<b>Nevada Local Street Address:</b>		8337 W Sunset Road, Suite 310		<b>Website:</b> brownandcaldwell.com		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		Las Vegas NV 89113		<b>Local Fax No:</b> None		
<b>Local Telephone No:</b>		702-938-4080		<b>Local POC Name:</b> Jon P. Osborne, PE		
				<b>Email:</b> josborne@brwnncald.com		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Brown and Caldwell ESOP (see attached)		

**This section is not required for publicly-traded corporations.**

- Are any individual members, partners, owners or principals, involved in the business entity, an Entity full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that the employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on any item without the complete disclosure form.

Digitally signed by Jon Osborne Date: 2021.02.03 14:09:00-08'00' Signature	Jon P. Osborne Print Name
Managing Engineer Title	Date

## DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF ENTITY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO ENTITY* EMPLOYEE/ OFFICIAL	ENTITY* EMPLOYEE'S/ OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

\* Entity employee means an employee of Las Vegas Valley Water District, Southern Nevada Water Authority, or Silver State Energy Association .

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

***For Entity Use Only:***

If no Disclosure or Relationship is noted above or the section is marked N/A, please check this box.

☒ No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the Entity employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the Entity employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:



**Ryan Pearson** Digitally signed by Ryan Pearson  
Date: 2021.02.03 15:02:32 -08'00'

Signature

Print Name  
Authorized Department Representative

**Ownership Disclosure****24 February 2021**

Brown and Caldwell is a 100% employee-owned California corporation. All shares of Brown and Caldwell stock are owned by the Brown and Caldwell Employee Stock Ownership Plan (ESOP) or by individual employee shareholders. The ESOP shares are held in trust for the benefit of all eligible Brown and Caldwell employees. The Brown and Caldwell ESOP is the only shareholder that owns more than 5% of outstanding stock of Brown and Caldwell. Aside from the ESOP, no individual shareholder currently holds greater than 5% of the stock of Brown and Caldwell. For additional information, please contact Robert D. Goodson at [Rgoodson@brwncald.com](mailto:Rgoodson@brwncald.com)

## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Brown and Caldwell, hereinafter called "CONSULTANT," and the Southern Nevada Water Authority, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY." CONSULTANT and AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "AUTHORITY" also refers to staff of AUTHORITY acting within their designated authority and duties. The "Effective Date" is the date of last signature on this Agreement.

### **WITNESSETH:**

WHEREAS, AUTHORITY 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 AUTHORITY, and

WHEREAS, AUTHORITY, in reliance on CONSULTANT's representations and proposals, agrees to retain CONSULTANT, and CONSULTANT agrees to furnish professional services to AUTHORITY, 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 AUTHORITY'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 completion of work, unless terminated in accordance with the terms of this Agreement. During this period, CONSULTANT agrees to provide Services as required by AUTHORITY within the scope of this Agreement.

### **3. COMPENSATION:**

- 3.1. In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to AUTHORITY's satisfaction.
- 3.2. CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to AUTHORITY 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. AUTHORITY shall pay invoiced amounts from CONSULTANT based on tasks completed as set forth in **Exhibit A** within 30 calendar days after the date the invoice is received and approved by AUTHORITY.

3.4. AUTHORITY may dispute a payment or portion thereof that is due before or after AUTHORITY pays the invoice.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$888,667.00.

5. RESPONSIBILITIES OF CONSULTANT:

5.1. CONSULTANT shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by AUTHORITY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within 30 calendar days, AUTHORITY may terminate this Agreement.

5.2. CONSULTANT agrees that its officers and employees will cooperate with AUTHORITY in the performance of Services under this Agreement and will be available for consultation with AUTHORITY at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

5.4. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.

5.4.1. Permitted or required approval by AUTHORITY 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. AUTHORITY'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 AUTHORITY 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 AUTHORITY 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 AUTHORITY shall become the property of AUTHORITY and shall be delivered to AUTHORITY's representative upon completion or termination of this Agreement, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by AUTHORITY. AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement.

5.6. The rights and remedies of AUTHORITY 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 AUTHORITY:

- 6.1. AUTHORITY 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 AUTHORITY's representative, Ryan Pearson, Engineering, telephone number (702) 875-7064 or their designee. AUTHORITY's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- 6.3. AUTHORITY 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 AUTHORITY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7. TRUTH-IN-NEGOTIATION CERTIFICATION:

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

8. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of CONSULTANT to AUTHORITY 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 AUTHORITY, 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 AUTHORITY's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to AUTHORITY'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 AUTHORITY shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.
- 9.2. To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to AUTHORITY.
  - 9.2.1. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the AUTHORITY maintains the ownership of all of the Work Product and to allow AUTHORITY to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 10.
- 9.3. CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory)

in, to or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute AUTHORITY'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 AUTHORITY 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 AUTHORITY (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 AUTHORITY, for AUTHORITY's own use and benefit and for the use and benefit of AUTHORITY's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

11. INTERPRETATION:

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

12. CONFLICT OF INTEREST:

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

13. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, AUTHORITY 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 AUTHORITY 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 negligent errors or omissions therein.
- 15.2. The cost necessary to correct those negligent errors attributable to CONSULTANT and any damage incurred by AUTHORITY as a result of additional costs caused by such errors shall be chargeable to CONSULTANT. The fact that AUTHORITY has accepted or approved CONSULTANT's Work shall in no way relieve CONSULTANT of any of its responsibilities.

16. INDEMNIFICATION:

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

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

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

17. SCHEDULE FOR PERFORMANCE OF SERVICES:

- 17.1. Time is of the essence in this Agreement.
- 17.2. If CONSULTANT's performance of Services is delayed or if CONSULTANT's sequence of tasks is changed, CONSULTANT shall notify AUTHORITY'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 AUTHORITY's written approval.

18. INSURANCE:

18.1. General:

18.1.1. CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to AUTHORITY, 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 AUTHORITY of any changes to their insurance coverage.

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

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

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

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

18.1.5. With respect to all insurance required under this Agreement, CONSULTANT shall be responsible for any deductibles or self-insured retentions.

18.2. Evidence of Insurance:

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

18.2.2. Within 10 working days after the Effective Date, CONSULTANT shall deliver to the AUTHORITY a certificate of insurance documenting the required insurance coverage. If a claim is filed resulting from work performed under this AGREEMENT, CONSULTANT agrees to provide a copy of all insurance policies that would provide coverage for the AUTHORITY as an additional insured.

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

- 18.2.4. All insurance policies shall require the insurer to provide a minimum of 60 calendar days' prior notice to AUTHORITY for any cancellation, except for non-payment of premium, for which the insurer shall provide 10 days' prior notice.

18.3. Insurance Coverages:

- 18.3.1. Commercial General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
- 18.3.2. Business Automobile Insurance: CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
- 18.3.3. Workers Compensation & Employers Liability Insurance: CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.
- CONSULTANT shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.
- In the event CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, CONSULTANT shall deliver to the AUTHORITY a copy of the Certificate of Consent to self-insure issued by the State of Nevada.
- 18.3.4. Professional Liability Insurance: CONSULTANT shall maintain professional liability insurance applicable to CONSULTANT's Services or Work as set forth in this Agreement, with limits of not less than \$1,000,000 for each claim and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two years after completion of CONSULTANT's Work as set forth in this Agreement.
- 18.3.5. Cyber and Technology Liability Insurance: CONSULTANT shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of \$1,000,000 per claim and \$1,000,000 annual aggregate.

19. TERMINATION:

AUTHORITY'S General Manager or his/her designee may terminate this Agreement on 30 days prior written notice. In the case of termination by the AUTHORITY, the AUTHORITY 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 AUTHORITY.

20. REVIEWS:

- 20.1. CONSULTANT shall submit draft reports and other materials for review by AUTHORITY prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.
- 20.2. AUTHORITY will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within 21 working days after receipt of the submission package, and the package will be returned to CONSULTANT. Corrections and changes to the submission will be made by CONSULTANT and resubmitted to AUTHORITY for approval in accordance with the project schedule.

## 21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

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

AUTHORITY and CONSULTANT recognize AUTHORITY's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter AUTHORITY's duties thereunder or to require AUTHORITY to do, or refrain from doing, anything contrary to the Nevada Public Records Act. AUTHORITY'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 AUTHORITY's Office of General Counsel determines that any document or record supplied by CONSULTANT and marked "confidential" is determined to be a public record AUTHORITY 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 AUTHORITY 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 AUTHORITY 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 AUTHORITY. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

## 22. USE OF MATERIALS:

22.1. AUTHORITY 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 AUTHORITY while in CONSULTANT's possession.

22.2. Upon termination of this Agreement, CONSULTANT shall turn over to AUTHORITY any property of AUTHORITY in its possession and any calculations, notes, reports, or other materials prepared by CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of CONSULTANT used to execute the Work shall remain the property of CONSULTANT.

## 23. PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

23.1. Due to the sensitive nature of information contained within the project management information system (PMIS), AUTHORITY requires that CONSULTANT agree to the PMIS terms of use. By entering into this Agreement, CONSULTANT agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").

23.1.1. Access to PMIS provided by AUTHORITY is for authorized users and organizations only. To protect this software from unauthorized use and to ensure that the software functions properly, activities on PMIS and use of this application, related data, and/or related services (collectively "PMIS Services") are monitored and recorded and subject to audit.

23.1.2. CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:

- 23.1.2.1. Authorized users cannot give out their login information to another party.
- 23.1.2.2. Authorized users shall notify AUTHORITY within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.
- 23.1.2.3. Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.
- 23.1.2.4. These PMIS Services are provided for the convenience of contractors and engineering firms. AUTHORITY is not responsible for any issues created by a malfunction of these PMIS Services.
- 23.1.2.5. CONSULTANT agrees to use PMIS for work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.
- 23.1.2.6. CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
- 23.1.3. CONSULTANT agrees not to use the PMIS Services in any way that is unlawful, or harms AUTHORITY, its' service providers, suppliers or any other user. CONSULTANT agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. AUTHORITY's failure to act with respect to a breach by CONSULTANT or others does not waive its right to act with respect to subsequent or similar breaches.
- 23.1.4. NO WARRANTY. AUTHORITY provides the PMIS Services "As Is," "With All Faults" and "As Available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with CONSULTANT, to the maximum extent permitted by applicable law. AUTHORITY and its suppliers make no representations, warranties or conditions, express or implied. AUTHORITY and its suppliers expressly disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (a) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, no encumbrances, no liens and non-infringement, (b) warranties or conditions arising through course dealing or usage of trade, and (c) warranties or conditions of uninterrupted or error-free access or use.
- 23.1.5. LIABILITY LIMITATION; EXCLUSIVE REMEDY. In addition to applicable Nevada laws regarding sovereign immunity, in no event will AUTHORITY or any supplier be liable for any damages including, without limitation, any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these Terms of Use or CONSULTANT's use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If CONSULTANT has any dispute or claim against AUTHORITY or its suppliers with respect to these Terms of Use or the PMIS Services, then CONSULTANT's sole and exclusive remedy is to discontinue using the PMIS Services.
- 23.1.6. AUTHORITY reserves the right to change the Terms of Use and will provide notice of any change to CONSULTANT. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. AUTHORITY may change, suspend or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. AUTHORITY may assign these Terms of Use, in whole or in part, at any time with or without notice to CONSULTANT. CONSULTANT may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.
- 23.1.7. These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. CONSULTANT agrees to submit to exclusive jurisdiction and venue

in the state and federal courts sitting in Clark County, Nevada, for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use.

23.1.8. If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.

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

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

#### 24. DATA PRIVACY AND SECURITY:

24.1. 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.

24.2. 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 AUTHORITY. CONSULTANT and AUTHORITY acknowledge that CONSULTANT's Work under this Agreement is not anticipated to including the provision of Personal Information.

24.3. CONSULTANT shall ensure that AUTHORITY data is stored only in data center(s) that are subject to United States federal jurisdiction.

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

24.5. 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.

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

#### 25. RECORDS:

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

26. ASSIGNMENT:

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

27. SEVERABILITY:

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

28. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

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

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

29. EQUAL EMPLOYMENT OPPORTUNITY:

29.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

29.2. CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to AUTHORITY upon AUTHORITY's request. CONSULTANT is solely liable for failure to comply with this provision.

30. APPLICABLE LAW:

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

31. VENUE:

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

32. ATTORNEY'S FEES:

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

33. NO THIRD-PARTY RIGHTS:

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

34. WAIVER:

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

35. CAPTIONS:

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

36. COUNTERPARTS:

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

37. INTEGRATION:

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

38. NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind CONSULTANT or AUTHORITY, 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: Brown and Caldwell  
Attention: Jon Osborne  
8337 Sunset Rd  
Las Vegas, NV 89113  
josborne@brwncald.com

To AUTHORITY: Southern Nevada Water Authority  
Attention: Ryan Pearson  
1001 S. Valley View Blvd.  
Las Vegas, Nevada  
ryan.pearson@lvvwd.com

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

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

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



39. AMENDMENT:

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

40. AUDITS:

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

41. SURVIVAL:

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

42. FORCE MAJEURE:

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

42.2. Both the AUTHORITY and the CONSULTANT have evaluated the effects of COVID-19 on this Agreement. The AUTHORITY and the CONSULTANT expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events.

42.3. Where CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the AUTHORITY and CONSULTANT shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be the CONSULTANT's sole and exclusive remedy for such delay, and CONSULTANT shall not be entitled to an increase in the sums due under Agreement. CONSULTANT shall provide a revised schedule for performance in accordance with Paragraph 17.2.

42.4. The Party suffering a Force Majeure Event shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

43. COMPANIES THAT BOYCOTT ISRAEL:

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

44. ELECTRONIC SIGNATURES:

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

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

**BROWN AND CALDWELL**

**SOUTHERN NEVADA WATER AUTHORITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **INTRODUCTION**

##### **Background**

The Southern Nevada Water Authority (Authority) with an interlocal agreement with the City of North Las Vegas (City) has agreed to provide a Water Supply Project for the Garnet Valley area as part of the continued development of the APEX Industrial Park.

The Water Supply Project includes design and construction of 16-inch to 36-inch diameter water supply line with an approximate capacity of 20 mgd including infrastructure without limitation, interconnecting pipelines, pumping stations, reservoirs, pressure reducing stations, well, turn-outs, rate of low control stations, fiber communications, power supply infrastructure, and associated appurtenances.

The timeline for the construction of the Water Supply Project is estimated at approximately 7 years. The Authority and City have agreed to expedite the construction of 2.8 miles of 16-inch transmission line located on the northern end of the Water Supply Project. The Garnet Valley Water Distribution Project includes the design and construction phase services of the 2.8 miles of 16-inch water transmission line that will be temporarily supplied by local wells until the Water Supply Project is complete.

#### **PROJECT DESCRIPTION**

This project will provide for the design and construction of 2.8 miles of 16-inch pipeline to have a northern connection to the water supply line at the intersection of Apex Power Parkway and US93 and provide point of connection at the southern end of the pipeline at the intersection of Apex Power Parkway and the future 7 mgd Rate Of Flow Control Station (ROFCS) identified in the Water Supply Project in compliance with Volume 1 General Design Guide and Volume 5, Pipeline Design Guide to include but not limited to the following:

- 2.8 miles of 16-inch Ductile Iron Pipe 40 scale Plan and Profiles
- Fiber Optic Conduit parallel with 16-inch waterline
- Cathodic Protection Design
- Restrained Joint Design
- Air Release Valve and Blowoff Design

System hydraulics will be provided by Authority and City as part of the project.

#### **SCOPE OF WORK**

The Scope of Work is divided into four (4) parts as listed below. The different parts parallel the stages associated with the Project Implementation. Each consists of a series of separate task efforts.

Part 1 – Project Management

Part 2 – Preliminary Design

Part 3 - Detailed Design

Part 4 – Bid Period Services and Engineering Services During Construction

Part 5 – Additional Services

##### **Part 1 – PROJECT MANAGEMENT**

The Engineer is responsible for the management of services provided by the Engineer to Authority. This management is to extend across all phases and parts of the project for an estimated 9-month design project duration. The Engineer's Project Manager (PM) is to monitor, report and coordinate efforts with Authority's PM. Project Management tasks include the following:

##### **Task 1.1 – Kick-Off Meeting**

Within two (2) weeks of the issuance of the Notice-to-Proceed (NTP), the Engineer shall conduct an initial Kick-off Meeting with Authority staff. At a minimum, the objective of the Kick-off meeting is to discuss the following:

- Introduction of the Project team.
- Primary lines of communications including distribution of Project team directory.
- Review of Project background, goals and objectives.
- Project scope.

- Project schedule and milestones (baseline).
- Identification of critical success factors related to Project.
- Establish a field investigation schedule.
- Present a “Request for Information” package to the Authority. This information will be required by the Engineer prior to the Engineer beginning the design phase.

#### Task 1.2 – Design Progress Meetings

Authority’s PM with the assistance of the Engineer will facilitate meetings and workshops associated with efficient project execution. The kickoff meeting and two (2) subsequent meetings at the 60 Percent and 100 Percent milestones are expected to last no more than four hours per meeting. Expected attendees will likely be the Authority Project Manager and other representatives, the Engineer’s Project Manager, Project Engineer and Project Technical Lead. This collaboration will establish the meeting or workshop objectives, determining participants, creating agendas, and conducting the meeting or workshop. The Engineer shall prepare and distribute summary notes documenting decisions and assigned action items. The following meetings and workshops are planned for the Project. Should it be determined that additional meetings or workshops are necessary, the Engineer will provide support as a part of Supplemental Services.

During the design phase, the Engineer will meet monthly with the Authority to discuss project progress, issues, required actions and technical topics required to further the design progression. These meetings are assumed to be 1 hour in length and be attended by the Project Manager, Project Technical Lead and required designers for technical topics. The Engineer shall prepare an agenda and minutes for each meeting and shall maintain an action item list throughout the duration of the project.

#### Task 1.3– Project Schedule

The Engineer shall communicate and collaborate with the Authority throughout project design and construction to address issues in a timely manner and achieve scheduled project milestones. All correspondence to the Authority, including emails, will include “Garnet Valley Water Distribution, Project No. 3067S” within the subject line.

During all project phases, Authority’s PM will be copied on correspondence related to this Project – this includes external emails and letters to other public entities and utilities.

#### Task 1.4 Communication

Consultant shall maintain communications with Authority Project Manager (PM) and include the Authority PM on all project related communications and correspondence. Consultant to document and maintain an “issues and Decisions” log to assist the design team in communicating the design goals, design procedures, current standards, any scope or schedule changes, and quality assurance during all phases of the project.

#### Task 1.5 Project Coordination

Consultant shall perform project coordination for all activities internal to Consultant design team, including sub-consultants. Consultant shall maintain a project correspondence log.

#### Task 1.6 Agency and Permit Coordination

Consultant shall determine the required project reviews, approvals, and permits including easements and rights-of-way, associated with project execution. The Consultant shall be responsible for all external coordination activities during the design phase of the project, and shall employ a person knowledgeable in the processes of submitting and coordinating with public agencies and utilities for approval of permits and construction documents. External coordination will be conducted with, but not limited to, the following entities:

- Nevada Department of Transportation (NDOT)
- City of North Las Vegas Public Works
- CenturyLink
- Cox Communications
- NV Energy
- Southwest Gas
- Kern River Gas Transmission Company

Consultant shall identify and prepare applicable permits required during the design phase of the project. Consultant shall be responsible for addressing any and all comments received from agencies and utilities and coordinating with the Owner to facilitate approval of all required permits and utility submittals. All submittals, communication, and coordination with government agencies (NDOT, CNLV, etc.) shall be done through the Owner." Permits required by the Contractor prior to the start of construction will be outlined in the project specifications. Consultant shall

assume it will be necessary to conduct six (6) coordination meetings with outside agencies and stakeholders. All meetings with outside agencies and stakeholders shall be done with the Authority present, either via teleconference, or in person.

#### Task 1.7 Invoicing

The Engineer shall prepare and submit monthly invoices in accordance with requirements as provided by the Authority. This contract is a Lump Sum contract for design services and time and materials for the engineering services during construction.

#### Task 1.8 Quality Control/Quality Assurance

Consultant shall provide quality control and quality assurance (QA/QC) practices on all required submittals to the District and other required reviewing agencies for the pipeline project. The internal QA/QC procedures include independent, qualified reviews and back-checking will be followed during the project. This includes all deliverables prepared by the project subconsultants.

#### Task 1.9 Community Outreach Support

Consultant shall provide support that will allow the Authority to complete outreach efforts for the project, including providing exhibits, project descriptions, conceptual layouts, drawings, presentation materials, handouts, and other related project information as necessary to support the Authority. Prepare and provide electronic files of all information used for presentations. Attend up to two (2) meetings with agencies or other stakeholders related to the Authority's Public Outreach activities.

### **PART 2 – PRELIMINARY DESIGN PHASE**

#### Task 2.1 – Data Gathering and Site Investigation

The Engineer will gather design data from the Authority and the design will be in accordance with the DGDs, UDACs, and EDSs.

#### Task 2.2 – Surveying and Right-of-Way

The Engineer shall provide the following survey services as described in the EDS Volume 1, Chapter 11, including but not limited to:

- Research
- Horizontal Control Survey
- Vertical Control
- Topographic Survey
- Horizontal Control Plan
- Right-of-Way Plan
- Record of Survey
- Survey Report

#### Task 2.3 – Geotechnical Investigation

The Engineer will provide a geotechnical report that meets the requirements of EDS Volume 1, Chapter 13, including but not limited to the following:

- Sixteen (16) borings for the piping alignment per the Geotechnical subconsultant's recommendation of 1,000-foot spacing on average to an approximate depth of 15 feet. Deeper borings shall be made when depth of existing utilities will require the new pipeline to be installed below the existing utility.
- Soil testing including the following:
  - In-place moisture and density (ASTM D2937)
  - Sieve analysis (ASTM D6913)
  - Atterburg limits (ASTM D 4318)
  - Swell potential (AASHTO D4546)
  - Direct Shear (ASTM D3080)
- Corrosivity tests, including contents of sulfate (SM 4500E), total salt (SM 2540B), and chloride (SM 4500C) Geotechnical Report

#### Task 2.4 – Utility Pothole Investigation

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

- Prepare and obtain all necessary encroachment permits to perform the work within the ROW (CNLV, NDOT, etc.)
- Ensure the mark out of existing utilities has been conducted by Underground Service Alert.
- Prepare a traffic control plan and obtain any traffic control permits necessary to perform the work.
- Complete up to five (5) test holes via vacuum excavation methods at locations mutually agreed upon between the Consultant and Authority staff.
- Coordinate with project surveyor as required for collection of designated test hole points and data.
- Prepare and provide a test hole data report for each test hole location. Test hole data and location will be referenced to existing surface/conditions. Utility photos will be provided where attainable.

#### Task 2.5 – Cathodic Protection

Consultant through the Cathodic Protection Engineer subconsultant, shall conduct an alignment review to assess soil corrosivity, identify potential sources of stray current interference (high voltage power lines and adjacent utilities with cathodic protection), and to review existing and proposed District facilities to assure that corrosion protection/electrical isolation is properly integrated. Corrosion analysis shall be performed by a National Association of Corrosion Engineers (NACE) Certified Cathodic Protection Specialist, and shall be done in accordance with EDS Volume 5, Chapter 5.

#### Task 2.6 – 60 Percent Design

Consultant shall prepare and submit a 60% design package for review by the Authority. The submittal shall include all hard and electronic copies of the required documents as indicated therein. The 60% design submittal package shall include the following tasks:

##### **Construction Drawings:**

Consultant to prepare drawings utilizing the most current Authority AutoCAD and Design Detail Standards for Contracts. Drawings shall include a right-of-way plan; horizontal control plan and profile sheets in 1" = 40' scale; and applicable detail sheets. A preliminary Record of Survey will be included with the 60% design submittal.

Drawing list to include the following:

General Sheets:	8
Survey Sheets:	9
Civil Detail Sheets:	13
Plan and Profile Sheets:	<u>18</u>
	48

##### **Specifications:**

Utilizing the most current Authority Master CSI Specifications, the Consultant shall review and edit the specifications as required for the subject pipeline project. Consultant shall review the front-end contract documents and update the measurement and payment section, bid tab, and additional public bid contract requirements per the Authority's public bid standards.

##### **Technical Calculations:**

Consultant to prepare technical calculations for Ductile Iron Pipe Design AWWA M41 and the Authority's Engineering Design Standards. Restrained joint design calculations shall be done for all pipe junctions, bends and terminations (including in-line valves). Additionally, combination air valves shall be sized and appropriately located along the pipe alignment.

##### **Opinion of Probable Cost**

The Engineer shall prepare opinions of probable construction cost using the appropriate standard of care and employing pertinent guidelines as established by the Association for the Advancement of Cost Estimating and International (AACEI). For the 60 Percent submittal an AACEI – Class 4 opinion of probable cost shall be prepared for the pipeline project. The estimate shall be provided in a bid item format along with a more detailed itemized breakdown of the various component costs.

##### **60 Percent Design Deliverables**

- Ten (10) 24"x36" drawing sets on bond, including digital files (AutoCAD and PDF format)
- Five (5) loose bound hard copies of the specifications, including digital files (MS Word and PDF format)
- Three (3) hard copy sets of the draft soils investigation (geotechnical) report
- Two (2) hard copies of draft cathodic protection evaluation/analysis
- Two (2) loose bound hard copies of all engineering calculations

- Two (2) hard copies of the preliminary construction cost estimate summarized by bid item and supported by an itemized breakdown of all component costs
- Two (2) hard copies of the project schedule with recommended revisions
- PDF copies of the following:
  - Draft Geotechnical Report
  - Draft Cathodic Evaluation/Analysis
  - Engineering Calculations
  - Preliminary Opinion of Probable Cost
  - Project Schedule
  - Issues and Decisions Log

### **PART 3 – DETAILED DESIGN**

#### **Task 3.1 100 Percent Design**

Consultant shall prepare and submit a 100% design package for review by Authority staff. The submittal package should provide a 100 level of design for all design disciplines. The submittal will be updated to incorporate the Authority 60% design review comments and any other design items required since the 60% design submittal. The submittal shall include all hard and electronic copies of the required documents as indicated therein.

#### **100 Percent Design Deliverables**

- Ten (10) 24"x36" drawing sets on bond, including digital files (AutoCAD and PDF format)
- Five (5) loose bound hard copies of the specifications, including digital files (MS Word and PDF format)
- Three (3) hard copy sets of the final soils investigation (geotechnical) report
- Two (2) hard copies of final cathodic protection evaluation/analysis
- Two (2) loose bound hard copies of all engineering calculations
- Two (2) hard copies of the final construction cost estimate summarized by bid item and supported by an itemized breakdown of all component costs
- Two (2) hard copies of the project schedule with recommended revisions
- Two (2) hard copies of responses to the Authority's 60% design review comments, including digital files (MS Word and PDF format)
- PDF copies of the following:
  - Final Geotechnical Report
  - Final Cathodic Evaluation/Analysis
  - Engineering Calculations
  - Final Opinion of Probable Cost (AACEI Class 2)
  - Final Project Schedule
  - A compilation of cut sheets for all selected equipment

#### **Task 3.2 Final Design Submittal**

Consultant shall prepare and submit a final design package consisting of one (1) engineer-sealed full-size bond original set of drawings and one (1) engineer-sealed unbound hard copy of the specifications including permits and State Prevailing Water Rates for review and signature by Authority staff. The final submittal package shall be suitable for soliciting and obtaining bids from qualified general contractors. The submittal shall also include previous Authority 100% review comments with Consultant responses, digital files of the final drawings (AutoCAD and PDF format) and digital files of the final specifications (MS Word and PDF format).

### **PART 4 – BID PHASE SERVICES AND ENGINEERING SERVICES DURING CONSTRUCTION**

#### **Task 4.1 – Project Management**

The Engineer is responsible for the management of services provided by the Engineer to Authority. This management is to extend across all phases and parts of the project for an estimated 12-month construction project duration. The Engineer's Project Manager (PM) is to monitor, report and coordinate efforts with Authority's PM.

#### **Task 4.2 – Bid Phase Services**

The pipeline project is to be a publicly bid construction contract with the Authority providing construction management. The Consultant shall provide the following bid phase services:

- Attend 3 meetings: Pre-Bid meeting, Construction Hand-Off meeting, and the Bid Opening; at a date, time, and place to be designated by Authority.
- Respond to bidder questions during the bidding process.
- Provide support to the Authority to draft addendum(s) to the contract documents for review. Authority staff to finalize and forward addendum to all parties on the plan holders list.
- Conformed Documents

#### Task 4.3 – Engineering Services During Construction (ESDCs)

The Consultant shall provide the following services during the construction phase of the project:

- Participate in a pre-construction conference at a date, time and place designated by Authority
- Attend and participate in weekly construction progress meetings
- Provide review, mark-up revision, files transfer and formal correspondence with Authority staff and Contractor for construction shop drawings and submittals. Consultant shall review up to fifty (50) shop drawings and submittals. It is assumed that no more than 25 percent of these shop drawings and submittals will require a resubmittal review.
- Provide review, response and formal correspondence with Authority staff and Contractor for up to twenty (20) requests for information (RFIs). It is assumed that no more than 25 percent of these RFIs will require additional review and response.
- Participate in ad-hoc, face to face, and telephone meetings with Authority staff and Contractor.
- Participate with District staff in substantial and final inspection of the work and furnish Authority a written recommendation regarding the acceptability of the completed construction work.

#### PART 5 – SUPPLEMENTAL SERVICES

Included herein is a budget to cover additional services which may arise during the project design phase that may not have been completely defined by the project scope of service, or additional tasks requested by Authority staff. These additional services may include, but are not limited to the following:

- Additional Public Meetings
- Additional Meetings and Workshops
- Additional Bid Support
- Additional Engineering Services During Construction Support
- Additional site visits during construction
- Additional Services as requested by the Authority

#### RATES AND FEES

Project Management	\$107,324
Preliminary Design Phase	\$ 365,178
Detailed Design Phase	\$ 151,337
Bid Phase and ESDC (T&M not to exceed)	\$ 184,028
<b>SUBTOTAL</b>	<b>\$807,867</b>
Contingency	\$ 80,800
<b>TOTAL</b>	<b>\$ 888,667</b>



**EXHIBIT B**  
**TRAVEL EXPENSE REIMBURSEMENT POLICY**

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

District/Authority shall reimburse Counterparty Type 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

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

2. Lodging

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

3. 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/Authority business is reimbursable.
- Mileage: Counterparty Type shall invoice District/Authority for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by District/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. Counterparty Type shall invoice District/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:

- 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/Authority business are reimbursable.
- Internet connection fees if required for District/Authority business are reimbursable.

5. Tips

- Tips of any nature are not reimbursable

**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**

March 18, 2021

**Subject:**

Update on Water Resources

**Petitioner:**

Colby N. Pellegrino, Deputy General Manager, Resources

**Recommendations:**

That the Board of Directors receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and activities, activities on the Colorado River, and water resource acquisition and development.

**Fiscal Impact:**

None by approval of the above recommendation.

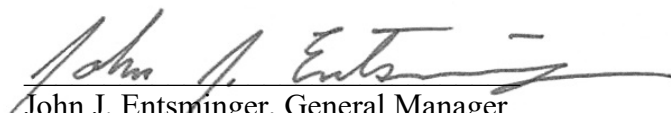
**Background:**

Since 2000, the Colorado River Basin has been experiencing severe drought conditions, affecting 90 percent of Southern Nevada's water supplies. Persistent drought has led the Authority to launch initiatives and investments in new infrastructure, conservation programming, water resource development and water banking in an effort to provide reliable and safe water supplies for the community.

To keep the Board of Directors apprised of related activities, this agenda item provides for an update from staff on the drought and preparedness activities, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

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

Respectfully submitted:



John J. Entsminger, General Manager

JJE:CNP:df

AGENDA  
ITEM #

8