

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – JULY 15, 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: July 8, 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.

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 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.

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.

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 May 20, 2021.
2. *For Possible Action:* Appoint a chairman and vice chairman to preside over the Board of Directors for Fiscal Year 2021/22.

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

3. *For Possible Action:* Approve and authorize the General Manager to sign an interlocal agreement between the City of North Las Vegas and the Authority for an amount not to exceed \$3,025,000 for the conversion of approximately 1,712,870 square feet of turfgrass and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.
4. *For Possible Action:* Approve and authorize the General Manager to sign an interlocal agreement between the City of North Las Vegas and the Authority to convert ten parks to artificial turf and alternate sporting surfaces with an estimated rebate of up to \$976,000 through the Water Efficient Technologies Program and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.

5. *For Possible Action:* Approve a professional services agreement with Hobbs, Ong & Associates, Inc., for independent financial advisory services for an amount not to exceed \$250,000 per fiscal year, with the option to renew for six additional one-year periods.

BUSINESS AGENDA

6. *For Possible Action:* Approve and authorize the General Manager to execute a Funding Agreement, in substantially the same form as attached hereto, for the Creation of Colorado River System Water among the Bureau of Reclamation, Central Arizona Water Conservation District, Metropolitan Water District of Southern California, and the Authority through which the Authority will contribute a maximum of \$2,020,354 per year, subject to Consumer Price Index adjustments, to create Colorado River System Water that will bolster Lake Mead elevations under a fallowing program with the Palo Verde Irrigation District; and to execute documents as necessary to effectuate the agreement.
7. *For Possible Action:* Approve and authorize the General Manager to execute an Agreement for the Lease of Decreed Muddy River Rights between Nevada Power Company dba NV Energy and the Authority that will allow the Authority to create up to 247.68 acre-feet annually of Intentionally Created Surplus by maintaining the good standing of such water rights and authorize the General Manager to sign ancillary or ministerial documents as necessary.
8. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between GCW Engineering, Inc., and the Authority to provide preliminary engineering design services on the Garnet Valley Wastewater System Project for an amount not to exceed \$7,871,344.
9. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between HDR Engineering, Inc., and the Authority to provide preliminary engineering design services on the Garnet Valley Water Transmission System Project for an amount not to exceed \$6,454,639.
10. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Stantec Consulting Services Inc. and the Authority to provide preliminary engineering design services on the Stage II Reliability Upgrades Project for an amount not to exceed \$3,363,569.
11. *For Possible Action:* Approve and authorize the General Manager to execute the Garnet Valley Water Resources Management Agreement among the City of North Las Vegas, Nevada Power Company dba NV Energy, and the Authority that allows for limited short-term groundwater pumping in the Apex area, requires the development of a long-term sustainable groundwater management plan, resolves protests to change applications impacting the area, and provides that if the change applications are approved, the Authority and NV Energy will terminate the Authority's lease of Garnet Valley groundwater rights to NV Energy and the Authority will not make further use of the water under certain conditions; and authorize the General Manager to sign all ministerial documents necessary to effectuate the transaction.
12. *For Possible Action:* Adopt a resolution requesting the refunding of certain Clark County General Obligation (Limited Tax) Bond Bank Bonds that are additionally secured by SNWA Pledged Revenues, and requesting that the Clark County Board of Commissioners issue general obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) refunding bonds in the maximum principal amount of \$70,000,000, in one or more series, to refinance all or any portion of the bonds.
13. *For Possible Action:* Adopt a resolution requesting the Board of Directors of the Las Vegas Valley Water District to issue bonds in the maximum principal amount of \$350,000,000 to finance the cost of water projects for the Authority; declaring the official intent of the Authority to reimburse certain costs related to such water projects with the proceeds of such bonds; and providing the effective date thereof.
14. *For Possible Action:* Appoint nine individuals in accordance with Nevada Assembly Bill 356 (2021) to serve on the Nonfunctional Turf Removal Advisory Committee and make recommendations for the removal of nonfunctional turf in the Las Vegas Valley.
15. *For Possible Action:* Authorize the General Manager or his designee to make changes to the current Water Smart Landscapes Program, including: 1) removing the \$500,000 annual incentive cap for non-single-family residential projects effective August 1, 2021; 2) eliminating the ability for a non-single-family residential project to obtain \$3.00 for the first 10,000 square feet of turf converted annually; 3) modifying program incentive rates, structure, and annual cap after January 1, 2024; and 4) eliminating, waiving, or modifying program easement requirements; and to execute documents as necessary to effectuate the program.

16. *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 initiatives, 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
MAY 20, 2021
MINUTES**

CALL TO ORDER 9:07 a.m.

BOARD MEMBERS PRESENT Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
Scott Black (alternate for John Lee)
Claudia Bridges
Jim Gibson

BOARD MEMBERS ABSENT Cedric Crear and Justin Jones

STAFF PRESENT John Entsminger, Colby Pellegrino, Doa Ross, Kevin Bethel 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

Ed Uehling spoke regarding item 7. He said it was a conflict of interest to hire the same company, Hobbs, Ong & Associates, to advise the Authority on borrowing funds and to sell bonds through the same company, because the company is paid to assist with the financial transaction.

Item 7 was removed from the agenda.

ITEM NO.

1. ***For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of April 15, 2021.**

Staff requested that item 7 be removed from the agenda.

FINAL ACTION: Vice Chair Stewart made a motion to approve the agenda for this meeting with the deletion of item 7, and to approve the minutes from the regular meeting of April 15, 2021. The motion was approved.

CONSENT AGENDA

2. ***For Possible Action:* Adopt the 2021 Las Vegas Wash Capital Improvements Plan.**
3. ***For Possible Action:* Approve and authorize the Chair to sign, in substantially the same form as attached hereto, an interlocal agreement among the City of Henderson, the City of Las Vegas, the City of North Las Vegas, Clark County, the Clark County Regional Flood Control District, the Clark County Water Reclamation District, and the Authority to establish funding allocations and the budget for Las Vegas Wash activities in Fiscal Year 2021/22 and approve the Authority's allocation of \$357,093.**
4. ***For Possible Action:* Approve a resolution authorizing submission of a grant proposal to the Bureau of Reclamation's WaterSMART Applied Science Grants for Fiscal Year 2021, seeking \$199,985, and outlining the Authority's ability to contribute monetary and in-kind services, and authorize the General Manager to sign the funding agreement upon completion provided the Authority's obligations do not exceed \$296,665.**
5. ***For Possible Action:* Approve a resolution supporting and verifying the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2021 requesting \$189,351.**

6. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement between TOP Engineers Plus, PLLC, and the Authority to provide professional engineering services to develop and implement a comprehensive circuit inventory database for an amount not to exceed \$250,000 per contract year, with up to four one-year contract renewals and an annual increase not to exceed 10 percent per renewal term.
7. ***For Possible Action:*** Approve a professional services agreement with Hobbs, Ong & Associates, Inc., for independent financial advisory services for an amount not to exceed \$150,000 per fiscal year, with the option to renew for four additional one-year periods. [ITEM REMOVED FROM AGENDA]

FINAL ACTION: Director Gibson made a motion to approve staff's recommendations for items 2 - 6. The motion was approved.

BUSINESS AGENDA

8. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement between Atkins North America, Inc., and the Authority to provide professional design engineering and construction support services on the Lower Las Vegas Wash for an amount not to exceed \$14,110,000.

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

9. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement between Las Vegas Paving Corporation and the Authority to provide Construction Manager at Risk pre-construction services in support of the Lower Las Vegas Wash Stabilization Plan for an amount not to exceed \$2,000,000.

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

10. ***For Possible Action:*** Approve a professional services agreement between R&R Partners, Inc., and the Authority to provide integrated marketing and strategic communication services to promote water conservation and water quality throughout Southern Nevada, in an amount not to exceed \$3,000,000, with the option to renew the agreement for two additional one-year periods, and authorize an annual increase not to exceed 10 percent for each renewal term.

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

11. ***For Possible Action:*** Approve a professional services agreement between Prodajsa USA, Inc., dba HCI Advertising, and the Authority to provide Spanish-language communication, marketing and public education services to promote water conservation and water quality throughout Southern Nevada, in an amount not to exceed \$450,000, with the option to renew for two additional one-year periods, and authorize an annual increase not to exceed 10 percent for each renewal term.

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

12. ***For Possible Action:*** Conduct a Public Hearing on the Tentative Budget for the Authority and subsequently adopt a Final Budget for Fiscal Year 2021/22.

John Entsminger, General Manager, gave an overview presentation on the tentative budget. A copy of his presentation is attached to these minutes.

Chair Kirkpatrick opened the Public Hearing. Ed Uehling said that the Authority overestimates the budget for capital projects in order to make up for operational losses. He said that the Authority borrows funds and counts those funds as revenue. He said that the expenditures slated for conservation pay for taking water away from residents in the east side of the Valley to give it to residents in the western part of the Valley. He said that funds should not be spent to encourage water conservation since that reduces water sales revenue.

Chair Kirkpatrick closed the Public Hearing. She said that the Authority was recognized nationally for its conservation efforts, and the Board was proactively working on ways to ensure that conservation projects benefit the residents in the east part of the Valley. She also said that the Authority does not use capital funds to offset operational expenses. Mr. Entsminger added that per the Authority's bond covenants, bond sale proceeds can not be used for operations.

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

13. ***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 a water resources and conservation update presentation. A copy of her presentation is attached to these minutes.

Director Gibson asked how Lake Powell water levels compared to Lake Mead water levels and how levels between the reservoirs are balanced. Ms. Pellegrino said that typically Lake Powell water levels fluctuate more than Lake Mead since Lake Powell captures the runoff from the Upper Colorado River Basin and then releases more regulated flows to Lake Mead. Mr. Entsminger said that under the operating rules and guidelines for the Colorado River, the general goal is to keep the reservoirs approximately equal, but due to hydrological fluctuations, the lakes can experience slight water level variability from year to year.

Vice Chair Stewart asked how the Bureau of Reclamation determined its lake level projections. Ms. Pellegrino said that the models were based on the Basin receiving average precipitation while also accounting for how dry the soils were.

Director Black said that he recently participated in a turf conversion at his home in North Las Vegas. He said he respects the work that the Board and the Authority does to conserve water to benefit the community.

NO ACTION REQUIRED

Public Comment

Ed Uehling said that the Authority borrowed billions of dollars to construct the Third Intake at Lake Mead and the Low Lake Level Pumping Station, but then received a reward for building that project for \$520 million. He said that was evidence of how the Authority inflates its budget by needlessly borrowing money.

Robert Wengert said that he represented a privately funded group that had water technology to make potable water. He said that his group was working on water projects in Saudi Arabia, Puerto Rico and California.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 9:56 a.m.

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



FY 2021-22 BUDGET HEARING



1

2021-22 BUDGET OVERVIEW

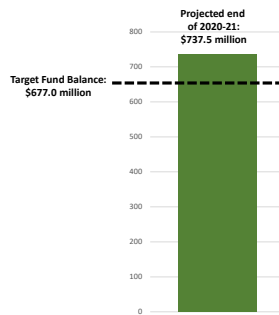
- An increase in funding sources is largely driven by debt issuance proceeds
- Sales tax projections reflect post-pandemic recovery
- Water resource investments are up 84 percent, reflecting IRPAC recommendations
- Payroll and operating expenses remain flat
- Capital expenses up 40 percent, reflecting increasing work efforts on major construction activities
- SNWA Reserves remain healthy and stable

2

RESERVES TARGET

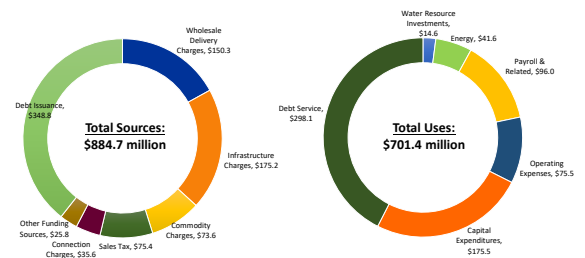
Reserve Policy Elements:

- Maintain 180 days of operating and maintenance expenses
- Fund one year of maximum annual debt service
- Fund one year of average annual capital expenditures
- Fund 1 percent of depreciable assets



3

2021-22 SOURCES AND USES SUMMARY



Amounts in million dollars. Totals are rounded.

4

2021-22 BUDGET

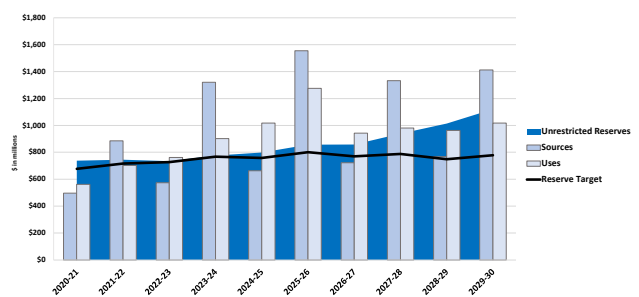
	Actual 2019-20	Budget 2020-21	Budget 2021-22	Variance \$
Sources				
Wholesale Delivery Charge	\$ 146.0	\$ 142.0	\$ 150.3	\$ 8.3
Infrastructure Charge	167.5	166.9	175.2	8.3
Commodity Charge	67.4	66.8	73.6	6.8
Connection Charge	79.3	19.1	35.6	16.5
Reliability Surcharge	5.5	5.4	6.0	0.6
Sales Tax	65.5	44.7	75.4	30.7
Investment Income	31.4	7.2	9.8	2.6
Other Sources	28.4	10.1	10.0	(0.2)
Subtotal	590.9	462.3	535.9	73.7
Debt Issuance Proceeds	-	-	348.8	348.8
Total Sources	590.9	462.3	884.7	422.5
Uses				
Water Resource Investments	4.2	7.9	14.6	6.7
Energy	37.8	38.2	41.6	3.4
Payroll & Related	85.2	97.5	95.0	(1.5)
Operating Expenses	54.5	75.8	75.5	(0.3)
Capital Expenditures	81.4	124.2	175.5	51.4
Debt Service	293.8	289.1	298.1	9.0
Total Uses	557.0	632.8	701.4	68.6
Total Net Surplus/(Deficit)¹	\$ 33.9	\$ (170.5)	\$ 183.3	\$ 353.8

¹ Any amount of Net Surplus is used to fund reserves while Net Deficit amounts are funded through the use of reserve balances.

Amounts in million dollars. Totals are rounded.

5

SNWA RESERVES FORECAST



6

2021-22 BUDGET SUMMARY

- The budget reflects IRPAC recommended initiatives and programs
- SNWA sources are projected to return to more typical “post pandemic” levels
- SNWA Reserves remain healthy and stable
- Conservation remains a top priority
- The organization is positioned to withstand ongoing impacts from COVID-19

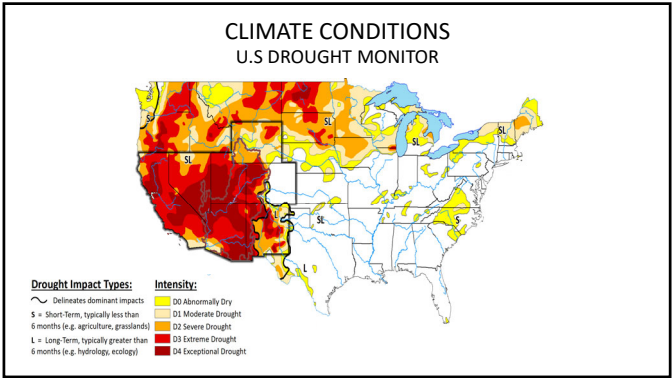
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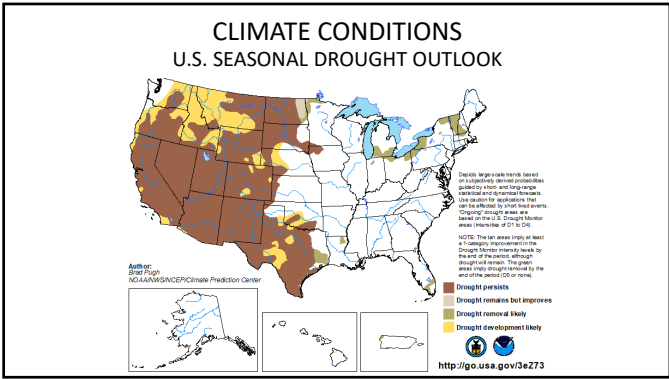
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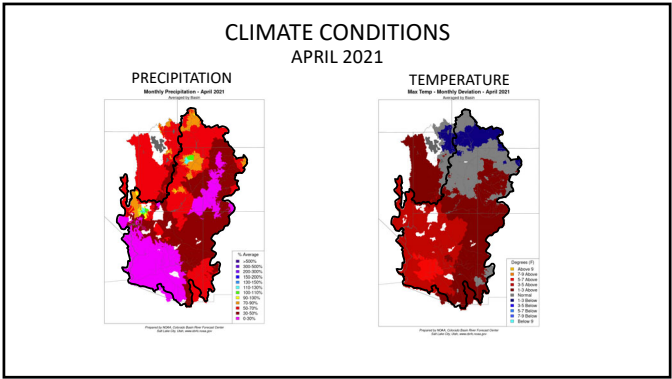
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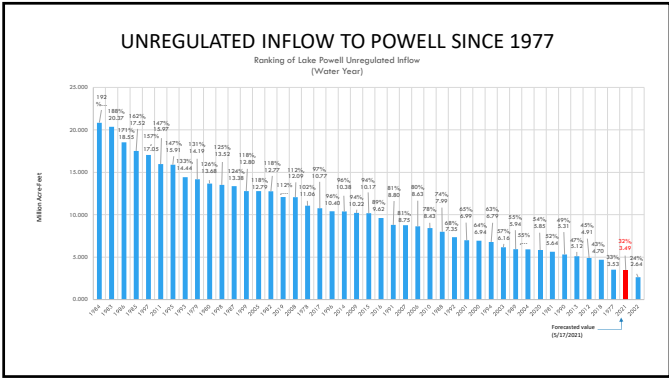
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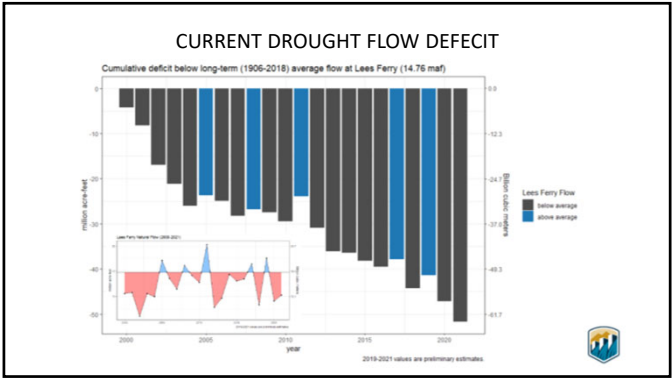
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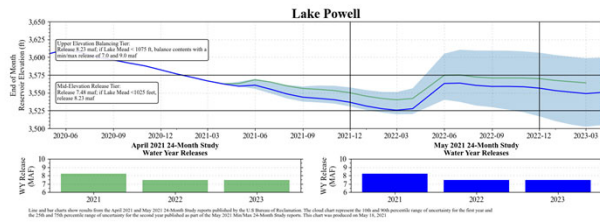


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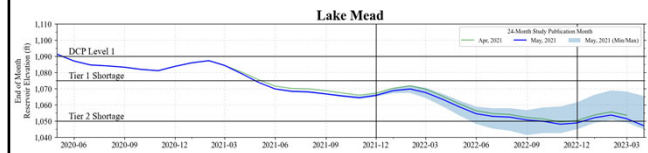
6

LAKE POWELL: 24-MONTH STUDY PROJECTIONS



7

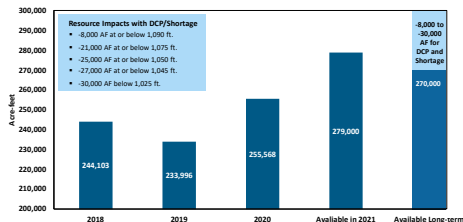
LAKE MEAD: 24-MONTH STUDY PROJECTIONS



8

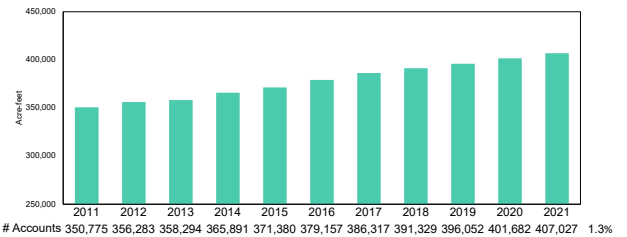
SNWA WATER USE

Consumptive use is up significantly for 2020. The current trajectory is not sustainable.



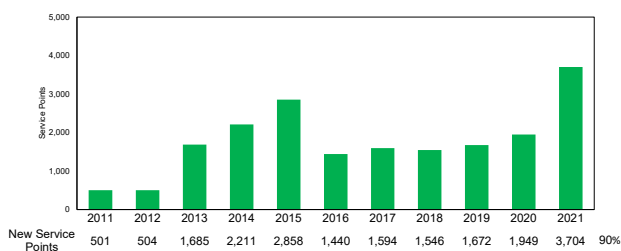
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LVVWD ACTIVE ACCOUNTS APRIL 2021



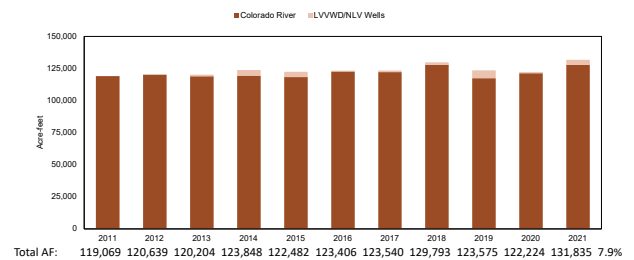
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LVVWD NEW SERVICE POINTS JANUARY - APRIL 2021



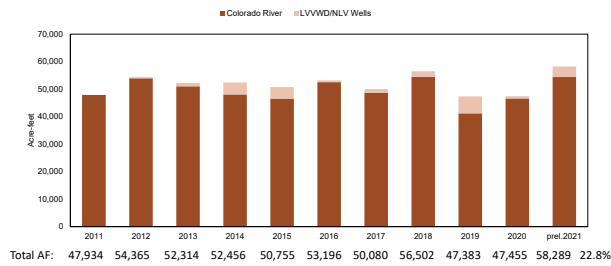
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SNWA WATER USE JANUARY-PRELIMINARY APRIL 2021



12

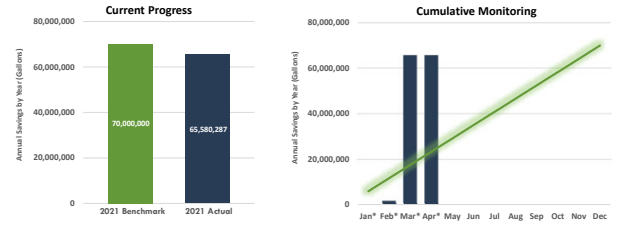
SNWA TOTAL CONSUMPTIVE USE JANUARY-PRELIMINARY APRIL 2021



13

WATER EFFICIENT TECHNOLOGIES

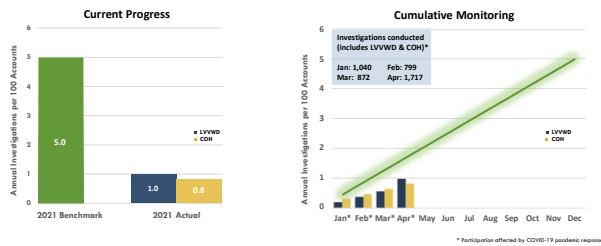
WET program participants have already saved more than 65.5 million gallons of water.



14

WATER WASTE INVESTIGATIONS

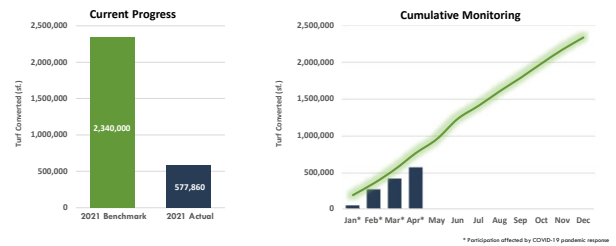
Water waste investigations are still trending below benchmark, but we are picking up pace with staffing additions.



15

WATER SMART LANDSCAPES

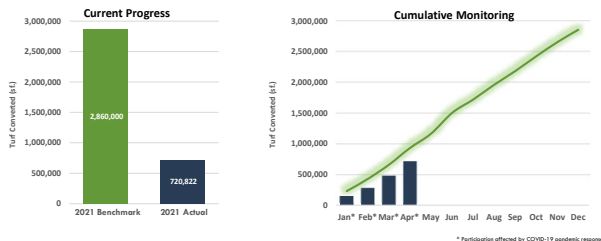
Non-SFR participants have converted more than 577,000 sf. of turf in 2021, saving an estimated 32 million gallons of water annually.



16

WATER SMART LANDSCAPES

Homeowners have converted more than 720,000 sf. of turf in 2021, saving an estimated 40 million gallons of water annually.



17

GOOD NEWS ON WSL

- WE SAW 760 NEW SFR APPLICATIONS IN APRIL, A VOLUME NOT SEEN SINCE 2008.
- APRIL 2021 APPLICATIONS WERE MORE THAN DOUBLE THOSE OF APRIL 2020, AND 95 PERCENT HIGHER THAN THE AVERAGE APRIL VOLUME FROM THE PREVIOUS DECADE.
- WE HOPE TO SEE THIS STRONG INTEREST TRANSLATE INTO PROJECT COMPLETIONS AND WATER SAVINGS.
- FOR NON-SFR: BY MID-MONTH (MAY), WE HAD ALREADY HIT THE TYPICAL TOTAL MONTHLY NUMBER OF PRE-CONVERSION SITE VISITS FOR MAY.
- WHILE WE DON'T TRACK CALLS OR EMAIL INQUIRIES FOR THE NON-SFR WSL PROGRAM, STAFF HAS FIELDIED HIGHER THAN USUAL REQUESTS FOR APPLICATIONS, AS WELL AS QUESTIONS ABOUT THE PROPOSED LEGISLATION.

18



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

July 15, 2021

Subject:

Appointment of Chairman and Vice Chairman

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors appoint a chairman and vice chairman to preside over the Board of Directors for Fiscal Year 2021/22.

Fiscal Impact:

None by approval of the above recommendation.

Background:

Section 20(a) and (b) of the SNWA 1995 Amended Cooperative Agreement requires the Board of Directors to appoint from its membership a chairman and vice chairman each fiscal year. For Fiscal Year 2020/21, Marilyn Kirkpatrick served as Chair and Dan Stewart served as Vice Chair.

At this time, the Board is being asked to appoint a chairman and vice chairman for Fiscal Year 2021/22.

This action is authorized pursuant to Section 20(a) and (b) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

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

July 15, 2021

Subject:

Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign an interlocal agreement between the City of North Las Vegas and the Authority for an amount not to exceed \$3,025,000 for the conversion of approximately 1,712,870 square feet of turfgrass and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.

Fiscal Impact:

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

Background:

The Authority offers rebates through the Water Smart Landscapes Program for the conversion of irrigated turfgrass to water efficient landscape.

The City of North Las Vegas (City) has proposed conversion of approximately 1,712,870 square feet of irrigated turfgrass with water-efficient landscape. Specific projects are proposed at 12 City parks and are estimated to reduce consumptive water demand by more than 94 million gallons annually (241 acre-feet).

Upon completion of each project, the Authority will inspect and verify the project and pay the City in accordance with the terms of the interlocal agreement. The agreement amount includes a 10 percent contingency to accommodate any variation from the estimated size of the projects and the final measurements of the project. Projects where a Conservation Easement is granted will be funded from the Authority's capital budget. Projects where the City is unable to grant an easement will be funded from the Authority's operating budget.

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.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NORTH LAS VEGAS
AND THE
SOUTHERN NEVADA WATER AUTHORITY
FOR WATER SMART LANDSCAPES PROJECTS**

This Agreement is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and between the City of North Las Vegas, a political subdivision of the State of Nevada ("City") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("Authority"). The City and the Authority are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Authority has implemented the Water Smart Landscapes Program ("Program") for the purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs through conversion of irrigated turf grass to drought-tolerant landscape;

WHEREAS, the Program accomplishes its goal by making incentive payments ("Rebate") to participants who convert turf grass and/or water surfaces to drought-tolerant landscaping that satisfies Program requirements;

WHEREAS, the City owns or controls twelve (12) properties with multiple parcels where the City has identified potential projects for participation in the Program ("Projects") and which, collectively, qualify for an estimated Program rebate of up to \$3,025,000 as described in Exhibit 1;

WHEREAS, the City desires to convert approximately 1,712,870 square feet of turf grass at the locations designated by Exhibit 1 to drought-tolerant landscaping in accordance with the Program, conserving more than 95 million gallons annually;

WHEREAS, it is in the interest of the Authority and the public to waive the \$500,000 annual maximum rebate limit for the Project at Craig Ranch Regional Park and the Cheyenne Sports Complex;

WHEREAS, the City has agreed to the terms of the Program which are described within the Program application, (attached as Exhibit 2), to the extent such terms are consistent with this Agreement, and the Authority has conducted a pre-conversion review which found the proposed Projects to be compliant with the Program's requirements;

WHEREAS, upon the City's completion of a Project, the Authority will conduct a final inspection to ensure compliance with Program requirements and calculate the Rebate amount; and

WHEREAS, as a further assurance that the Project(s) will achieve the Program's desired long-term water savings the City has agreed to grant the Authority a conservation easement over City-owned land that is converted in each satisfactorily completed Project, an example of such an easement is attached hereto as Exhibit 3.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained in and set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Purpose.** The Agreement, with its Exhibits, sets forth the conditions and establishes the responsibilities of the Parties, whereby the City will receive a Program Rebate from the Authority for satisfactorily completing each Project.
- 2. Supplemental Program Terms.** Exhibit 2 contains the standard Program requirements. The Parties agree to the following exceptions which shall take precedence over terms in Exhibit 2:

 - a) Craig Ranch Regional Park and Cheyenne Sports Complex shall not be subject to the \$500,000 limitation described in Exhibit 2.
 - b) A Conservation Easement will not be required for Projects where the City is the lessee of the land upon which the Project is located or where conditions on the land prevent the City from being able to grant such an easement. In such cases, the City agrees to maintain the Project and sustain its water efficiency benefits for the duration of the City's control of the property.
 - c) Upon the Effective Date, the City will have three (3) years to complete the Projects to receive a rebate. Projects not completed prior to termination of the three-year period shall not be eligible for rebate under this Agreement, except as provided in (d).
 - d) If the Authority's Final Inspection occurs less than sixty (60) days prior to termination of the three-year period and the Authority determines the Project does not meet the Program requirements, the City shall have sixty (60) days from the date the Authority notifies the City of the failed Final Inspection to take corrective action and obtain the Rebate.
- 3. Requirements for the Converted Area.** To qualify for the Rebate, each completed Project must comply with the design and technical requirements of Exhibit 2, unless otherwise specified by Section 2 of this agreement.
- 4. Conservation Easement.** Except as described in paragraph 2(b), the City shall grant the Authority a Conservation Easement (example of which is attached as Exhibit "3") over the land converted for each Project. Each Conservation Easement document shall be created by the Authority and show the final geographical boundaries of the Project following a successful Final Inspection. Following the City's execution of the Conservation Easement, the Authority shall record the document with the Clark County Recorder. Conservation Easements may be executed and recorded without further approval of the Parties' governing bodies, except that approval required to authorize the execution of this Agreement. Upon recordation of the Conservation Easement, the Authority shall pay the Rebate to the City for the completed Project.
- 5. Contingency.** The Project size and associated rebate amounts have been estimated. Actual Rebate amounts will be based upon precise measurements taken upon a Project's completion. This Agreement includes 10 percent contingency funding to accommodate potential variation between Project estimates and completed Project measurements. At the Authority's sole discretion, Project funds not committed or expended may be used to rebate additional eligible projects identified by the City in an amount not to exceed the Agreement's cost ceiling of \$3,025,000.
- 6. Mutual Benefit.** The Parties mutually agree that the subject of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.
- 7. No Third-Party Rights.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than the City and Authority. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action.
- 8. Liability.** Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, the Parties shall be responsible for all liability, claims, actions, damages, losses 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 set forth in this Agreement. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations.
- 9. Notices.** All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; and (ii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such

mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, each Party's notice information is set forth below:

To the City: City of North Las Vegas
Neighborhood and Leisure Services
Attn: Director
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

With copy to: City of North Las Vegas
City Attorney's Office
2250 Las Vegas Blvd., N., Ste. 810
North Las Vegas, NV 89030

To the Authority: Conservation Division
Southern Nevada Water Authority
1001 S. Valley View Blvd. MS 110
Las Vegas, NV 89153

With copy to: Legal Services
Southern Nevada Water Authority
1001 S. Valley View Blvd. MS 475
Las Vegas, NV 89153

A Party may designate a new contact person under this provision for notices or change the address indicated above by notifying the other Party in writing.

10. Successors. This Agreement shall inure to the benefit of and bind the successors of the respective Parties hereto.

11. Assignment. The Parties shall not assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Parties.

12. Non-liability of Officials and Employees. No official or employee of a Party hereto shall be personally liable for any default or breach by any Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.

13. Amendments. This Agreement may not be amended or modified except by written instrument, duly authorized by the City's governing body and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.

14. Cancellation. The City may cancel this Agreement at any time prior to acceptance of the Rebate.

15. Further Assurances. Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts to carry out the intent of this Agreement.

16. Merger of Prior Agreements. This Agreement (including the exhibits hereto) constitutes the entire agreement between the Parties and is intended as a complete and exclusive statement of the promises, representations, discussions, and any other agreements that may have been made in connection with the subject matter hereof are superseded by this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.

17. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

19. Approval. This Agreement will not be effective until it is approved by the City's governing body and executed by the City's duly authorized representative, and it has been executed by the Authority's duly authorized representative.

20. Effective Date. For purposes of this Agreement, the Effective Date shall be the date on which the City's governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date of the City's governing body approval.

21. Governing Law and Venue. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

22. Severability. If any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

23. Headings; Exhibits; Cross-References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[SIGNATURES ON NEXT PAGE]

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

CITY OF NORTH LAS VEGAS
CLARK COUNTY, NEVADA

John J. Lee
Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Marie Purcell
Acting City Clerk

Micaela Rustia Moore
City Attorney

SOUTHERN NEVADA WATER AUTHORITY

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:



John J. Entsminger
General Manager

Steven C. Anderson
Deputy Counsel – Legal Services

EXHIBIT 1 - Scope of Potential Projects

Common Name of Property	Common Street Address	Reference Parcel Number	Projected Start Date	Projected Completion Date	Estimated Square Footage	Estimated Incentive
Aviary Park	6750 Aviary Way	124-19-712-003	1-Dec-21	31-Dec-22	18,750	\$ 43,125.00
Boris Terrace	2200 E. Cartier Ave.	139-14-712-007	1-Dec-21	31-Dec-22	14,366	\$ 36,549.00
Cheyenne Sports Complex	3500 E. Cheyenne Ave.	139-12-802-001	1-Aug-21	31-Dec-22	492,978	\$ 754,467.00
Craig Ranch Regional Park	628 W. Craig Rd.	139-03-102-007, etc.	1-Oct-21	30-Jun-22	766,195	\$ 1,164,292.50
James K. Seastrand	6330 Camino Eldorado	124-21-810-001	1-Dec-21	31-Dec-22	129,871	\$ 209,806.50
Joe Kneip	2100 McCarran (2800 Judson Ave)	139-24-210-137	1-Dec-21	31-Dec-22	23,108	\$ 49,662.00
Petitti	2505 N. Bruce	139-14-403-001	1-Dec-21	31-Dec-22	55,090	\$ 97,635.00
Richard Tam	4631 Rockpine Dr.	139-02-102-006	1-Dec-21	31-Dec-22	44,926	\$ 82,389.00
Theron H. Goynes	3909 W. Washburn Rd.	124-31-701-031	1-Dec-21	31-Dec-22	100,183	\$ 165,274.50
Tonopah	204 E. Tonopah Ave.	139-22-711-089	1-Dec-21	31-Dec-22	3,516	\$ 20,274.00
Tropical Breeze	1505 E Tropical Pkwy	124-26-701-001	1-Oct-21	30-Jun-22	19,055	\$ 43,582.50
Windsor	2227 W. Evans Ave.	139-17-702-001	1-Dec-21	31-Dec-22	44,832	\$ 82,248.00
Total Square Footage and Incentive					1,712,870	\$ 2,749,305.00
Contingency @10%						\$ 274,930.50
Total Incentive for all conversions						\$ 3,024,235.50

Exhibit 2 – Water Smart Landscapes Standard Program Agreement

I. PRE-CONVERSION ELIGIBILITY

- A) Authorization to Proceed** – Before removing any lawn or water features, Applicant must allow the Southern Nevada Water Authority (Authority) to conduct a mandatory pre-conversion site inspection and approve the Application.
- B) Customer Eligibility** – Areas to be converted must use water from an Authority water agency or groundwater well within the Las Vegas Valley Groundwater Basin. Applicant's water and/or groundwater account(s) must be in good standing.
- C) Qualifying Areas** – Areas for conversion must be living, maintained lawn or permanently-installed outdoor water surface. Conversions to comply with government regulations are ineligible. The Authority will not reconsider areas previously declared ineligible.
- D) Minimum Project Size** – At least 400 square feet of lawn and/or water surface must be converted. The Authority may accept smaller projects that replace all lawn or water features for non-single family properties or a single-family home's front or backyard.

II. REQUIREMENTS FOR THE CONVERTED AREA

- A) Living Plants** – Converted areas must have at least 50% living plant cover at maturity (based upon the Authority's plantlist).
- B) Efficient Irrigation** – Watering systems, if used, must be drip irrigation systems with a filter, pressure regulator, and emitters rated at 20 gallons per hour or less. Watering systems must be free of malfunctions and leaks. Required components must be visible for inspection. If part of a lawn is converted, any remaining sprinklers must not spray the converted area or create runoff.
- C) Surface Treatments** – Surface treatments, including weed barriers, must be uniformly permeable to air and water and covered by a layer of mulch, such as rock, bark, ungrouted stepping stones, permeable artificial turf, and/or living groundcovers (where plant density ensures 100% plant cover). Concrete or other impermeable treatments and surfaces do not qualify.

III. TERMS OF THE REBATE

- A) Cancellation** – You may cancel this Agreement at any time prior to accepting the Authority's payment.
- B) Important Deadlines** – Project conversion and request for Authority inspection must be completed within 12 months of executing this Agreement. If the conversion fails, corrections must be completed within (i) 60 days of such notice or (ii) the remainder of the 12-month period, whichever is greater. Applicant's obligations, including submittal of executed Conservation Easement documents, must be completed within 18-months of this Agreement's execution. Failure to meet deadlines will result in forfeiture of the rebate.
- C) Rebate Amounts and Limits** – Subject to available funding and satisfaction of the above requirements, the Authority will pay \$3.00 per square foot for up to 10,000 square feet and \$1.50 per square foot thereafter. The Authority's measurements will determine the incentive amount. The maximum incentive is \$500,000 unless the Authority otherwise consents in writing. Groundwater Management Program (well user) rebates are limited to 2,500 square feet. Limitations are determined on a per-property, per-owner, per-fiscal year (July 1-June 30) basis.
- D) Protecting and Sustaining Conversion** – Receipt of rebate is subject to the property owner's grant of a Conservation Easement that restricts certain uses of the conversion project areas in perpetuity. Transfer of property prior to recording of the Conservation Easement will result in forfeiture of the rebate.
- E) Payment** – Checks are issued only to property owners or their appointed agent, within 30 days of recording the easement.
- F) Authority Discretion** – Notwithstanding satisfaction of eligibility conditions, the Authority retains discretion to reject or delay Application approval and may withhold payment if the Authority determines conversion requirements have not been met.
- G) Communication** – You authorize the Authority to communicate with you regarding your participation in the program; convey information about Authority programs; or conduct research.
- H) Acknowledgement & Agreement** – You, the Applicant, hereby acknowledge, understand and agree:
1. To maintain responsibility for the quality and appearance of the project;
 2. that any tax liability that may arise from payments made under this Agreement are the responsibility of the Applicant;
 3. to abide and be bound by the terms stated in this Application and Agreement and in the Conservation Easement, and that the terms of those documents may be invoked by the Authority;
 4. that upon the Authority's determination that you fulfilled the requirements of this Application and Agreement, payment will be made by the Authority to you as consideration for this Application and Agreement and the Conservation Easement;
 5. not to assign or transfer interest in this Agreement without prior written consent of the Authority. If you assign or transfer without prior written approval, the assignment or transfer shall be void, and not merely voidable;
 6. this Agreement may not be changed or modified except by written instrument executed by both Parties or their designees;
 7. that if any term of this Agreement is unenforceable or invalid, such term shall be excluded to that extent; the Agreement shall otherwise remain enforceable; and, if permitted and possible, the invalid or unenforceable term shall be deemed replaced by a valid and enforceable term that most closely states the invalid or unenforceable term's intent. If this paragraph's application materially and adversely affects a Party, by altering the contemplated economic substance, that Party shall be entitled to compensation for the impact.
 8. Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions;
 9. that the exclusive venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada;
 10. this Agreement is not intended by the Parties to create any right in or benefit to parties other than the Authority and the Applicant. This Agreement does not create any third-party beneficiary rights or causes of action;
 11. the failure of either Party to enforce for any time period 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;
 12. this Agreement contains the Parties' entire understanding of the contemplated transactions, notwithstanding any previous negotiations or agreements, oral or written, between the Parties concerning all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding this Agreement's subject matter are merged in this Agreement and shall be of no further force or effect;
 13. to comply with all applicable federal and state statutes, regulations, codes, ordinances, and covenants pertaining to the project ("Applicable Laws"), the failure of which may result in rebate forfeiture or the Authority postponing or declining the Application's approval; and
 14. that, except for single-family homes, the Authority will submit the project to the appropriate municipality for review, and that if the municipality indicates a project would violate Applicable Laws, the Authority may postpone or decline the Application's approval.

Exhibit 3 – Sample Conservation Easement to be Created Upon Completion of Project

APN: _____

When Recorded, Return To:

Southern Nevada Water Authority
Conservation Division
PO Box 99956
MS 110
Las Vegas, NV 89193-9956

SAMPLE ONLY
DO NOT SIGN

This document allows you to preview the terms of the restrictive covenant that will be required to receive a rebate.

A covenant document containing the same terms will be specially prepared for your property and mailed to you when your conversion is complete.

CONSERVATION EASEMENT

This Grant of Conservation Easement ("Easement"), is made by the undersigned owner, as the grantor, ("Owner") and Southern Nevada Water Authority ("Authority"), a political subdivision of the State of Nevada, as the holder.

RECITALS:

Whereas, the Owner is the owner in fee simple of that certain real property located at ADDRESS, CITY, Nevada and more particularly described in Exhibit A.

Whereas, the Authority has implemented its Water Smart Landscapes Program ("Program") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Requirements for the Converted Area portion of the Program conditions.

Whereas, pursuant to Program requirements, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in Exhibit B and depicted in Exhibit C, and has received payment from the Authority in exchange, receipt of which is acknowledged by Owner.

Whereas, in order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner preserve the conversion described in Exhibit B and Exhibit C.

Whereas, the purpose of this Easement is to provide a significant public benefit by protecting and preserving natural resources.

Exhibit 3 - continued

Whereas, this Easement is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, and the Authority is a governmental body empowered to hold an interest in real property under the Act.

Whereas, the Owner and Authority recognize the importance of the conservation of water and have the common purpose of conserving water usage with respect to the Property by the conveyance of this Easement on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual Easement, terms, conditions, and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, the Owner and the Authority agree as follows:

1. Owner grants and conveys the portion of the lawn and/or water surface on the Property which is described in Exhibit B and depicted on Exhibit C that has been converted to drought tolerant landscaping in accordance with the Program. The Owner agrees that the Property shall be held, conveyed, hypothecated, developed, or encumbered subject to this Easement and shall be binding upon the Owner and all successors in interest to the Owner pursuant to NRS 111.390 to 111.440. Subject to Section 4, any intentional modification to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in Exhibit C shall constitute a breach of this Easement.

2. This Easement is made for the express benefit of the Authority and its successors and assigns.

3. The Authority may consent to modifications of the drought tolerant landscaping installed in accordance with the Program and depicted on and described in Exhibit B and Exhibit C. The Program conversions made by Owner may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property, provided that the outcome of such replacements or modifications provides equal or greater water efficiency and provided that no irrigated lawn or grass, spray irrigation, swimming pools, ponds, or other bodies of water or water features are developed in or upon the areas depicted in Exhibit C.

4. The Authority may agree to waive the requirements of this Easement. The Owner may request the Authority to consider a waiver of the Easement. The Authority may require a reasonable administrative fee for consideration of the waiver, must determine that the waiver is not detrimental to the public interest, and shall require repayment of the amount paid to the Owner by the Authority, along with a reasonable rate of interest calculated from the original date of payment. Any waiver shall be binding on the Authority only if it is in writing and is executed by a duly authorized representative of the Authority and recorded in the official records of the County Recorder of Clark County, Nevada.

5. This Easement shall be liberally construed to promote and accomplish the public benefits of water conservation and protection and preservation of natural resources.

6. The Authority shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Easement. No delay in enforcing this Easement or any portion of it shall be deemed a waiver by the Authority or of the part not enforced. A waiver of Authority rights may be granted only by

Exhibit 3 - continued

a written instrument signed by the Authority or its successors or assigns and recorded in the official records of the County Recorder of Clark County, Nevada.

7. The person executing this Easement as the Owner is the record owner of the Property, or has been delegated the authority to execute this Easement on behalf of the Owner and represents and certifies that the person or entity is duly authorized and has been empowered to execute and deliver this Easement.

8. This Easement is governed by, and shall be construed in accordance with, the laws of the State of Nevada. The exclusive venue for the resolution of any dispute arising out of this Easement shall be in the Eighth Judicial District Court of the State of Nevada.

LEGAL DESCRIPTION OF PROPERTY

The Project is comprised of _____ square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation Systems - The project areas either have no irrigation system or a low-volume drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Legend

Converted Area

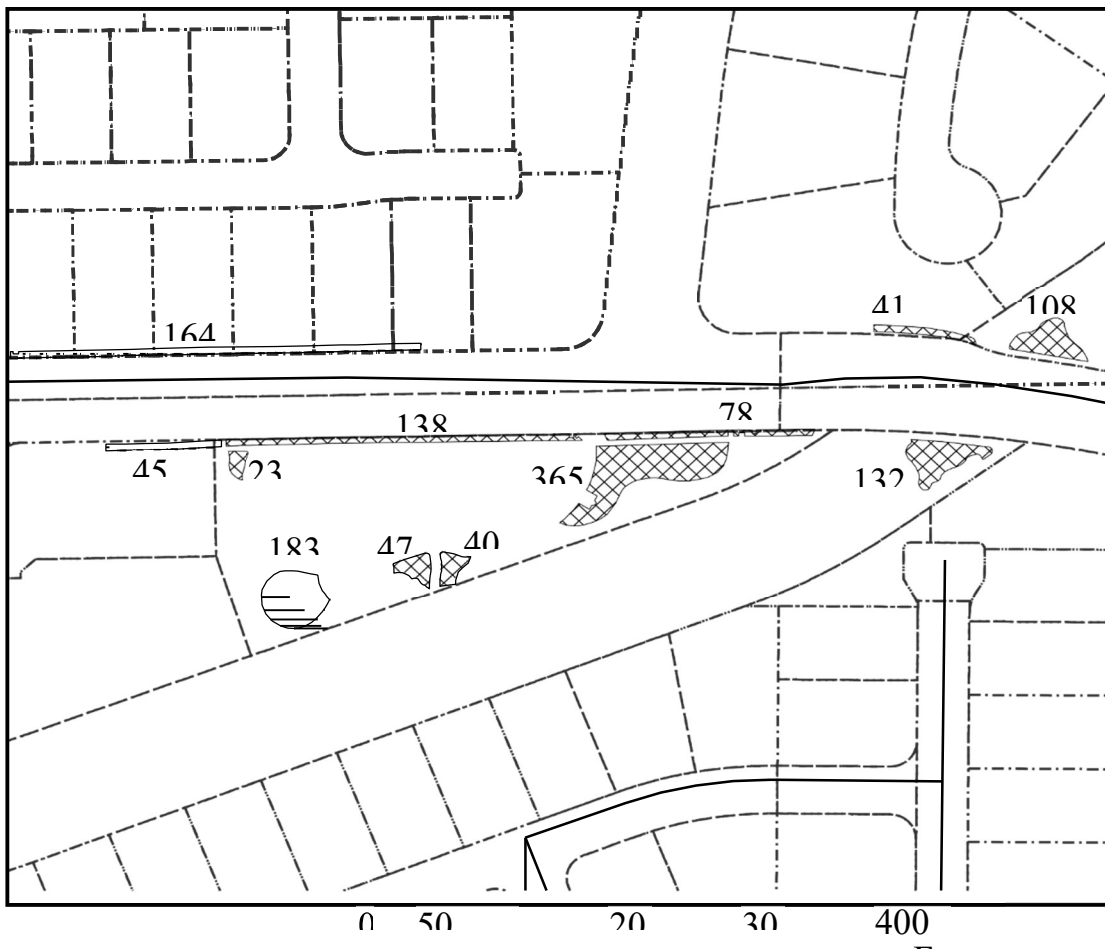


Parcels



XXXX PHASE 1
PLAT BOOK XXX PAGE X
LOT A
(COMMON AREA)

SEC XX TWP XX RNG CC



SAMPLE ONLY – DO NOT SIGN

Instructions: **Do not mark outside the box.** No markings or notary stamps may overlap any text or handwriting on the page. All printed text or notary stamps must be legible. Improperly executed documents will delay payment incentive.

Owner's Signature

Owner's Printed Name

(NOTARY USE ONLY)

STATE OF _____) COUNTY OF _____)

The restrictive covenant and grant of conservation easement was acknowledged

before me on (date) _____, 20_____,

by (Owner's Name)_____

Notary Public Signature

My commission expires (date)

(NOTARY STAMP BELOW)

App Phase ID: _____

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 15, 2021

Subject:

Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign an interlocal agreement between the City of North Las Vegas and the Authority to convert ten parks to artificial turf and alternate sporting surfaces with an estimated rebate of up to \$976,000 through the Water Efficient Technologies Program and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.

Fiscal Impact:

The requested \$976,000 is available in the Authority's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

Background:

The Authority offers Water Efficient Technologies (WET) Program rebate options for parks to install water-efficient recreational facilities, such as sporting courts and fields, playgrounds, and functional leisure areas. On November 15, 2020, the Board of Directors authorized program changes to encourage development of low-water use recreational facilities at schools and parks.

The City of North Las Vegas (City) has proposed installation of approximately 413,000 square feet of qualifying projects at ten parks. These projects are estimated to avoid or reduce consumptive demand by 30 million gallons (92 acre-feet) annually.

The projects include conversion of turf areas to include basketball and pickleball courts, as well as the installation of three new soccer fields where the City will utilize artificial turf in lieu of irrigated turf.

Upon completion, the Authority will inspect and verify each project and pay the City in accordance with the terms of the interlocal agreement. The agreement amount includes a 10 percent contingency to accommodate any variation between estimated and as-built project sizes.

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.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NORTH LAS VEGAS
AND THE
SOUTHERN NEVADA WATER AUTHORITY
FOR WATER EFFICIENT TECHNOLOGIES PROJECTS**

This Agreement is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and between City of North Las Vegas, a political subdivision of the State of Nevada ("City") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("Authority"). The City and the Authority are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Authority has implemented the Water Efficient Technologies Program ("Program") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs through the adoption and installation of water efficient technologies;

WHEREAS, the Program accomplishes its goal by making incentive rebate ("Rebate") payments to participants who install technologies that reduce or eliminate consumptive and non-consumptive uses of water pursuant to Program requirements;

WHEREAS, the Authority created Program options for parks and schools to receive rebates for the installation of low- or no-water use recreational facilities that use less water than irrigated turfgrass;

WHEREAS, the City owns or controls ten (10) properties with multiple parcels where the City has identified potential projects for participation in the Program ("Projects") and which, collectively, qualify for an estimated Program rebate of up to \$976,000 as described in Exhibit 1;

WHEREAS, the City desires to replace an estimated 53,000 square feet of irrigated turf with sporting courts that require no water, for which the Program will pay a rebate of \$3.30 per square foot of area converted;

WHEREAS, the City desires to install an estimated 360,000 square feet of artificial turf athletic fields in lieu of installing irrigated turf at Craig Ranch Regional Park, for which the Program will pay \$2.00 per square foot of area installed;

WHEREAS, the Authority authorized parks and schools to exceed the Program's \$100,000 annual limit subject to availability of funds and it is in the interest of the Authority and the public to expedite installation of the three artificial turf athletic fields at Craig Ranch Regional Park;

WHEREAS, the City has agreed to the terms of the Program which are described within the Program application (attached as Exhibit 2), to the extent such terms are consistent with this Agreement, and the Authority has conducted a pre-conversion review, which found the proposed Projects to be compliant with the Program's requirements; and

WHEREAS, upon the City's completion of a Project, the Authority will conduct a final inspection to ensure compliance with Program requirements and calculate the Rebate amount.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained in and set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Purpose.** This Agreement sets forth the conditions and establishes the responsibilities of the Parties, whereby the City will receive a Program Rebate from the Authority for satisfactorily completing the Projects.
2. **Supplemental Program Terms.** Exhibit 2 contains the standard Program requirements. The Parties agree the following terms shall supplement or take precedence over any conflicting terms in Exhibit 2:
 - a) Projects where the City installs recreational facilities that require no water to replace irrigated turf grass shall be rebated at \$3.30 per square foot of irrigated turf grass replaced.
 - b) Projects where the City installs artificial turf athletic fields in lieu of developing such fields with irrigated turf grass shall be rebated at \$2.00 per square foot of surface installed.
 - c) No project shall be subject to the \$100,000 annual maximum rebate limitation described in Exhibit 2.
 - d) Where the City is the lessee of the land upon which the Project is located, the City agrees to maintain the Project and sustain its water efficiency benefits for a period of ten (10) years unless the lessor terminates the City's ability to control the Project.
 - e) Upon the Effective Date, the City will have three (3) years to complete the Projects to receive a Rebate. Projects not completed prior to termination of the three-year period shall not be eligible for rebate under this Agreement, except as provided in (f).
 - f) If the Authority's Final Inspection occurs less than sixty (60) days prior to termination of the three-year period, and the Authority determines the Project does not meet the Program requirements, the City shall have sixty (60) days from the date the Authority notifies the City of the failed Final Inspection to take corrective action and obtain the Rebate.
3. **Contingency.** The Project size and associated rebate amounts have been estimated. Actual Rebate amounts will be based upon precise measurements taken upon a Project's completion. This Agreement includes ten percent contingency funding to accommodate potential variation between Project estimates and completed Project measurements. At the Authority's sole discretion, Project funds not committed or expended may be used to rebate additional eligible projects identified by the City in an amount not to exceed the Agreement's cost ceiling of \$976,000.
4. **Final Inspection.** After the City notifies the Authority of a Project's completion, the Authority will conduct an inspection ("Final Inspection") to verify compliance and determine the final Rebate amount. If the Project fails inspection, the City will have sixty (60) calendar days or the remainder of the term of this Agreement, whichever is greater, to take corrective action to fully comply with the Program's conditions. The Authority will notify the City of the results of the Final Inspection and the Rebate amount.
5. **Mutual Benefit.** The Parties mutually agree that the subject of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.
6. **No Third-Party Rights.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than the City and Authority. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action.
7. **Liability.** Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, the Parties shall be responsible for all liability, claims, actions, damages, losses 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 set forth in this Agreement. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations.

conditions and agreements herein provided. The Parties agree to use their best efforts to carry out the intent of this Agreement.

14. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement. The City's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. The City's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.
15. **Approval.** This Agreement will not be effective until it is approved by the City's governing body and executed by the City's duly authorized representative, and it has been approved and executed by the Authority's duly authorized representative.
16. **Effective Date.** For purposes of this Agreement, the Effective Date shall be the date on which each Party's governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date on which the Agreement has been signed and dated by each Party following approval by the respective Party's governing body.
17. **Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.
18. **Remedies Cumulative.** The various rights, options, elections and remedies of the Parties contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.
19. **Entire Agreement.** This Agreement and the project applications submitted by the City set forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon the Parties as a warranty or otherwise.
20. **No Real Property Interest.** It is expressly understood that this Agreement establishes a contractual right and does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other interest in the Property to the Authority. This Agreement is not exclusive, and the City specifically reserves the right to allow other agreements within the vicinity of the Property that do not interfere with the access and use provided herein.
21. **Cancellation.** The City may cancel this Agreement at any time prior to acceptance of the Rebate.
22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.
23. **Severability.** If any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality,

prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

- 24. Headings; Exhibits; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[SIGNATURES ON NEXT PAGE]

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

CITY OF NORTH LAS VEGAS
CLARK COUNTY, NEVADA

John J. Lee
Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Marie Purcell
Acting City Clerk


Micaela Rustia Moore
City Attorney

SOUTHERN NEVADA WATER AUTHORITY

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

John J. Entsminger
General Manager



Steven C. Anderson
Deputy Counsel – Legal Services

Exhibit 1 – Scope of Potential Projects

Common Name of Property	Common Street Address	Reference Parcel Number	Project Type	Estimated Sqft.	Projected Start	Projected Completion	Estimated Incentive
College Park	2613 Tonopah Ave.	139-24-410-048	Basketball	4,700	21-Dec	22-Jun	\$ 15,510.00
Eldorado Park	5900 Camino Eldorado Blvd.	124-28-714-002	Basketball	4,700	22-Jul	23-Dec	\$ 15,510.00
Gold Crest Park	714 Craig Creek Ave.	139-03-310-082	Basketball	4,700	22-Jul	23-Dec	\$ 15,510.00
Nature Discovery Park	2627 Nature Park Dr.	124-20-611-002	Basketball	9,400	22-Jun	23-Dec	\$ 31,020.00
Nicholas E. Flores Jr. Park	4133 Allen Lane	139-06-801-003	Basketball	4,700	22-Jul	23-Dec	\$ 15,510.00
Monte Vista Park	4911 Scott Robinson Dr.	124-33-414-001	Basketball	4,700	22-Jul	23-Dec	\$ 15,510.00
Richard Tam Park	4631 Rockpine Dr.	139-02-102-006	Basketball	4,700	22-Jul	23-Dec	\$ 15,510.00
Theron H. Goynes Park	3909 W. Washburn Rd.	124-31-701-031	Basketball	4,700	21-Dec	22-Dec	\$ 15,510.00
Craig Ranch Regional Park	628 W. Craig Rd.	139-03-102-007, etc.	Pickleball (2)	7,040	21-Oct	22-Jun	\$ 23,232.00
Craig Ranch Regional Park	628 W. Craig Rd.	139-03-102-007, etc.	Soccer (3)	356,400	21-Oct	22-Jun	\$ 712,800.00
Nature Discovery Park	2627 Nature Park Dr.	124-20-611-002	Pickleball	3,520	22-Jun	23-Dec	\$ 11,616.00
Totals				409,260			\$ 887,238.00
Contingency @10%							\$ 88,724.00
Not to Exceed Amount							\$ 975,962.00

Exhibit 2 – Water Efficient Technologies Standard Program Application and Terms



Southern Nevada Water Authority's
Water Efficient Technologies Program
Application and Agreement



Owner or Business Name:		
Conversion Address:		
City, Zip Code:		
Telephone Number(s):		
Contact Person (if not owner)		
E-mail address:		
Rebate address:		

Project Type: ☐ HOA, Apartments or Mobile Home Park
 ☐ Commercial or Institutional

Multiple property applications (locations) associated with this project? ☐ yes ☐ no

Application Type (Select one):

☐ Menu item (Technology: _____)

☐ Performance (Technology: _____)

Important reminder: Applicants *must* participate in a pre-conversion site visit *before* starting a project.

I certify that I am the property owner or the owner's representative. I understand and agree to the program conditions on the back of this form.

Applicant's signature

Date

Applicant's printed name and title (if owner's agent)

SNWA USE ONLY - SNWA has verified this property's eligibility to participate and approved this agreement.
Participant IDs of any associated properties:

SNWA Representative's signature

Date

Completion period expires

White copy to SNWA and yellow copy to customer.

SNWA Conservation – P.O. Box 99956 – Las Vegas, NV 89193-9956

Exhibit 2 Cont'd – Water Efficient Technologies Standard Program Application and Terms

Water Efficient Technologies Program Program Conditions

Pre-Conversion Eligibility

- ◆ The applicant must be the property owner or the property owner's agent.
- ◆ The project must conserve water from a service account(s) in good standing with a Southern Nevada Water Authority (SNWA) agency.
- ◆ SNWA must deem the project to be within the scope of an existing, on-going business or manufacturing process. The project cannot be a change in the business type or product type.

Technical Requirements

- ◆ Only projects determined by SNWA to conserve at least one hundred thousand (100,000) gallons per year qualify.
- ◆ The project must be sustained for a minimum of ten (10) calendar years, or transfer of property title, whichever comes first. In the event the equipment requires replacement prior to the ten-year contract requirement, it must be replaced with equipment of equal or greater water efficiency.
- ◆ If a project qualifies for other SNWA incentive programs, SNWA may reject the application and instead require the applicant to enroll in an alternative program.

Calculation of Water Savings and Rebates

- ◆ SNWA has total and final authority in determining the potential water savings for each type of technology and the costs of that technology that are eligible for rebate. If water efficiency of a replacement device is subject to a regulatory code or standard, only the water savings exceeding the code or standard will be considered in the rebate calculation. Water savings calculations will not include water use attributable to degradation, malfunction or other defects of existing equipment. The applicant agrees to defend and indemnify SNWA from claims, suits, demands, liabilities or losses that arise out of, or relate to the project, including, but not limited to, any water savings that may differ from SNWA's determination of potential water savings.
- ◆ Menu item applications. A menu of qualifying technologies and their incentive values is available from SNWA. The payment will equal the listed maximum incentive amount, or 50% of the product purchase price (excluding labor, tax, shipping and other related costs), whichever is less. For select menu items, SNWA may provide an incentive for installations in new buildings at a reduced incentive level. Products that may qualify for incentive as an original installation are identified on the menu with an associated incentive level.
- ◆ Performance applications. For items not listed on the menu, SNWA will review applications on a case-by-case basis. SNWA reserves the right to determine conservation savings following a six-month post-installation performance review. This program pays up to per \$45 per 1,000 gallons of reduction in annual consumptive water use and \$15 per 1,000 gallons annual reduction in uses where the conserved water is normally returned to the sanitary sewer. In any case, payment will not exceed 50% of the product purchase price of the equipment (excluding labor, tax, shipping and other related costs). SNWA may, at its sole discretion, agree by letter to provide an incentive for original installations at a reduced incentive level.
- ◆ Multi-year payments. For qualifying technologies installed under a multi-year contract between the property owner and vendor, SNWA will make multiple incentive payments based on the duration of the contract and the calculated water savings (calculated incentive/number of years in the contract). Terms of multi-year payments, including fees deducted from the incentive award to defray the extra administrative costs associated with managing the incentive over multiple years, shall be specified in a letter of explanation. The incentive will otherwise be awarded as specified above.

Terms of Incentive Rebate

- ◆ Participation is conditional upon acceptance of the project by the SNWA. Applications will be accepted or rejected in writing. Letters of approval may specify additional terms and requirements, which will become part of this agreement.
- ◆ SNWA reserves the right to limit or reject applications subject to availability of funds.
- ◆ Each property or project is limited to \$100,000 in approved payments per SNWA fiscal year (July 1 – June 30). This limit is aggregate for all program tracks.
- ◆ This agreement expires in one calendar year. The term begins the day after the applicant's receipt of the letter of acceptance and ends at 5 p.m. on the first business day after one calendar year has elapsed. The applicant must notify SNWA of completion prior to expiration of the agreement.
- ◆ Upon project completion, SNWA will conduct a final inspection to verify compliance with the program conditions. If the property fails inspection, the applicant will be allowed 60 days or the remainder of the one-year period, whichever is greater, to fully comply with the program conditions. SNWA will issue a rebate check within 30 days of verifying the project's compliance with program conditions.

Other Responsibilities of the Applicant

- ◆ SNWA enforces only the conditions of this agreement. The applicant is responsible for complying with all laws, policies, codes and covenants that may apply. **Rebates may be considered taxable income; therefore, customer must provide a current W-9 form prior to receiving the rebate.**
- ◆ The customer is responsible for submitting calculated water savings information in electronic format.
- ◆ The customer is responsible for any on-site water sampling needed to verify calculations.

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

July 15, 2021

Subject:

Agreement

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors approve a professional services agreement with Hobbs, Ong & Associates, Inc., for independent financial advisory services for an amount not to exceed \$250,000 per fiscal year, with the option to renew for six additional one-year periods.

Fiscal Impact:

Fees for financial advisory services for the issuance of bonds or other securities are paid from sale proceeds. In the proposed agreement, fees for services performed not related to bond sales would be limited to a total of \$250,000 per fiscal year. Funds requested for Fiscal Year 2021/22 expenditures are included in the Authority's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

Background:

Hobbs, Ong & Associates, Inc. (Hobbs Ong), in affiliation with Public Financial Management, Inc. (PFM), are established leaders in providing independent financial advisory services to business, state, and local government entities. Over the years, they have performed a wide range of specialized services for the Authority and the Las Vegas Valley Water District. In coordination with bond counsel, Hobbs Ong and PFM have provided support with managing and issuing debt securities, which includes debt timing and structure, rating agency presentations, assistance with underwriters, and coordination with disclosure counsel. They have also provided financial consulting services on financial planning activities, including short and long-term capital improvement program planning, and financial policy guidance.

If approved, the agreement will allow Hobbs Ong to perform a wide range of independent financial advisory services, including financial planning, managing and issuing debt securities, and support for citizens advisory committee meetings. PFM may act as an approved subcontractor under the agreement.

This agreement is being entered into pursuant to NRS 332.115(1)(b) and Section 6(i) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 3						
Corporate/Business Entity Name: Hobbs, Ong & Associates, Inc.						
(Include d.b.a., if applicable)						
Street Address:		6385 S. Rainbow Blvd, Suite 105		Website: hobbsong.com		
City, State and Zip Code:		Las Vegas, NV 89118		POC Name: Katherine Sisolak		
				Email: kathy@hobbsong.com		
Telephone No:		702-733-7223		Fax No: n/a		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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)
Guy S. Hobbs	Managing Director	60%
Katherine Sisolak	Director	40%

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 completed disclosure form.

 _____ Signature	Katherine Sisolak _____ Print Name
Director _____ Title	04/29/21 _____ 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			

* 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:

Chetan Champaneri
Signature

Chetan Champaneri
Print Name
Authorized Department Representative

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Hobbs, Ong & Associates, Inc., 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" of this Agreement is July 1, 2021.

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 July 1, 2021, through June 30, 2022, with the option to renew for 6, 1-year periods, 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. Notice of AUTHORITY's decision to renew the Agreement shall be given to CONSULTANT no later than 30 days prior to expiration of the 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 or as authorized by DISTRICT's representative. 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 the fees set forth in **Exhibit A** within 30 calendar days after the date the invoice is received and approved by AUTHORITY.

3.4. Travel expenses for CONSULTANT and CONSULTANT's subcontractor, if applicable, will be reimbursed as set forth in Exhibit B, which is attached herewith and made a part of this Agreement.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$250,000.00 per fiscal year.

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, Kevin Bethel, Finance, telephone number 702) 822-8809 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 errors or omissions therein.
- 15.2. The cost necessary to correct those 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:

CONSULTANT shall indemnify, hold harmless, and defend without cost to AUTHORITY, its Board of Directors and its officers, agents, and employees ("AUTHORITY Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way incidental to CONSULTANT's provision of Services or Work under this Agreement. This indemnification includes, but is not limited to, 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; negligence, whether active, passive or contributory, of AUTHORITY Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. 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 AUTHORITY Parties by giving written notice of the assumption to CONSULTANT. AUTHORITY Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified 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 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, all 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. 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 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, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of AUTHORITY.

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. Upon request of AUTHORITY, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement.
- 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 material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 30 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 occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two years after completion of CONSULTANT's Work as set forth in this Agreement.

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:

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.

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. DATA PRIVACY AND SECURITY:

- 23.1. 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.
- 23.2. 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.
- 23.3. CONSULTANT shall ensure that AUTHORITY data is stored only in data center(s) that are subject to United States federal jurisdiction.
- 23.4. CONSULTANT shall maintain a written information security program, including appropriate policies and procedures that are reviewed for new risk assessments at least annually.
- 23.5. 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.
- 23.6. 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.

24. 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.

25. 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.

26. 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.

27. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

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

27.2. 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.

28. EQUAL EMPLOYMENT OPPORTUNITY:

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. 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.

28.2. 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.

29. APPLICABLE LAW:

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

30. VENUE:

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

31. 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.

32. 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.

33. 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.

34. CAPTIONS:

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

35. 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.

36. 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.

37. 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: Hobbs, Ong & Associates, Inc.
Attention: Kathy Ong Sisolak
6385 S Rainbow Blvd., Suite 105
Las Vegas, NV 89118
kathy@hobbson.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Kevin Bethel
1001 S. Valley View Blvd.
Las Vegas, Nevada
Kevin.Bethel@lvvwd.com

With copy to:
(excluding invoices) Southern Nevada Water Authority
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.

38. 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.

39. AUDITS:

The performance of this Agreement by CONSULTANT is subject to review by AUTHORITY to ensure 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.

40. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 39 (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), 23

(Data Privacy and Security), 29 (Applicable Law), 30 (Venue), and 31 (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.

41. FORCE MAJEURE:

- 41.1. 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.
- 41.2. 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.
- 41.3. 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.
- 41.4. The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

42. 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.

43. 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.

HOBBS, ONG & ASSOCIATES INC.

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES

- A. Financial Planning
1. Review and make recommendations regarding the short and long-term capital improvement programs in order to match sources of capital funding to infrastructure needs.
 2. Provide financial feasibility studies which will include financing alternatives, amortization schedules, revenue estimates, revenue alternatives, rate modeling and analysis, and make recommendations to the AUTHORITY as to the optimal financing strategy.
 3. As requested, evaluate proposals and/or studies provided to the AUTHORITY, by outside interested parties, relative to the financing of capital projects, financial transactions, and other transactions (e.g., water or power supply purchases) and report findings to the AUTHORITY.
 4. Assist the AUTHORITY in debt management policy and other financial policy development, including policies and procedures for measuring and making financial decisions.
- B. Managing and Issuing Debt Securities
1. Review existing debt structure to identify strengths and weaknesses of structure, identify restructuring and refunding opportunities.
 2. Develop and analyze appropriate debt structure alternatives and bond financing schedules.
 3. Assist the AUTHORITY with credit rating management and upgrade strategies.
 4. Assist the AUTHORITY in the development of the terms of the financing and make recommendations concerning the terms and conditions and method of sale (including competitive or negotiated sale, group net or net designated, etc.) upon which the securities are to be issued and sold, including final repayment schedules, call and redemption features, reserve funds, revenue options, coverage requirements, and other details.
 5. Coordinate the sale of bonds or other securities, including developing and maintaining schedule, coordinating meetings and document calls, evaluating and recommending pricing schedule. Provide analyses and updates and a final closing memorandum summarizing the sale.
 6. Develop and review financing documents including the Preliminary and Final Official Statement, which sets forth financial and other information about the AUTHORITY and a description of the security issue, for each contemplated debt issuance planned to be sold at a public sale.
 7. Assist the AUTHORITY and the underwriter in preparation of an Official Statement for issues planned to be sold at a private sale. The preparation of the material will be in general conformance with Government Finance Officers Association Disclosure Guidelines for Offerings of Securities by State and Local Governments.
 8. Review Official Statements not prepared by the CONSULTANT and report findings to the AUTHORITY.
 9. Confer with legal counsel, disclosure counsel, bond attorneys, underwriters, bankers, actuarial firms, and accountants selected.
 10. Assist the AUTHORITY with presentations made to the Debt Management Commission to secure its approval for issuance of securities.
 11. Inform the AUTHORITY of market conditions and advise the AUTHORITY as to appropriate timing for securities sale.
 12. Participate with the AUTHORITY in due diligence meetings.
 13. Assist in the procurement of other financial services such as bond counsel, disclosure counsel, credit provider, trustee, printer and verification agent.

14. Assist the AUTHORITY in establishing a marketing plan via widely circulated financial journals and publications, to obtain publicity for the AUTHORITY's security sale.
15. Work with the AUTHORITY and underwriters to develop appropriate marketing and investor materials as needed to support a negotiated sale of securities.
16. Assist the AUTHORITY with preparation of materials for rating agency presentations.
17. Review bids to verify calculations are in conformance with the specifications, and make recommendations, for award of bids on competitive sales.
18. Assist with the pricing of bonds.
19. Perform the necessary functions in connection with the pricing, which include acting as liaison, assembling documents, and participate in all closings.

C. Other Services

1. Attend meetings as requested by AUTHORITY, including meetings with matters directly or indirectly related to the planning and management of AUTHORITY's debt.
2. Monitor and report local, State, and Federal regulations that may affect the AUTHORITY's debt position.
3. Consult with the AUTHORITY concerning investment of security proceeds with particular attention to arbitrage and filing requirements of the U.S. Treasury Department.
4. The AUTHORITY will assist the CONSULTANT with the identification of any potential instances of material events.
5. CONSULTANT will work with AUTHORITY to notify, or cause to be notified, in accordance with requirements, all affected parties of any material event disclosures and potential impacts.

D. Rates & Fee Schedule

The CONSULTANT shall be compensated for its services in accordance with the rate schedule below.

The fee and expenses for issuance of securities (transactions), refundings or new money, is contingent and is payable only upon the successful delivery of any securities. The fee shall be paid only from the proceeds of sale of the securities or other legally available sources. The minimum fee for each series of securities shall be \$12,000. The maximum allowable fee for each series of securities shall be \$125,000 (not including expenses). A bond issuance for the same general purpose which is issued on the same day and uses the same Official Statement will normally be considered as one series of securities even though the issuance is subdivided into different series, (e.g., Series A, B and/or C).

Transaction Fee Based on Amount of Issue

To \$5,000,000	\$0.3969 per \$100
Additional Securities from \$5,000,001 to \$15,000,000	\$0.1764 per \$100
Additional Securities from \$15,000,001 to \$30,000,000	\$0.0662 per \$100
Additional Securities from \$30,000,001 to \$60,000,000	\$0.0353 per \$100
Additional Securities from \$60,000,001 to \$150,000,000	\$0.0176 per \$100
Additional Securities more than \$150,000,000	\$0.0088 per \$10

In addition, the AUTHORITY agrees to reimburse all expenses incurred in the performance of the consulting services rendered, including but not limited to, travel, lodging, meals, long distance telephone calls, printing, reproduction, advertising and other expenses, subject to approval.

- E. With thirty (30) days notice, either Party may request, in writing to the other Party, a review and revision of the rate schedule above. At that time, the rate schedule may be open to negotiation by either Party to provide for an increase or decrease of the rates, subject to changes in market conditions.

F. The following services shall be excluded from the standard bond fee schedule above and shall be negotiated under separate agreement if such services are required:

1. Analysis and procurement of interest rate swaps and hedges and post-sale swap support and compliance services.
2. Analysis and procurement of fuel hedges.
3. Open market escrow analyses and bidding/procurement of open market and or State and Local Government Series (SLGS) securities for escrows, except as escrows may apply to SLGS for current and advanced refunding.
4. Arbitrage rebate compliance strategies, analyses and filings.
5. Bond proceeds' investments.

G. Upon mutual consent of the Parties, the fees for financial planning services not directly related to issuance of securities (such as studies, negotiations, financial plans, reports, preparation of memoranda, and any other matters for which the AUTHORITY may request assistance) will be billed to the AUTHORITY at a flat rate of \$4,150/ month and within the rate limit stated in the Agreement, Paragraph 4 (Limitation on Costs) and in accordance with the following hourly rates.

Managing Director	\$450
Director/Senior Managing Consultant	\$350
Consultant	\$275
Senior Analyst	\$225
Associate/Analyst	\$175

H. Invoices

Invoices shall be submitted to the Southern Nevada Water Authority Attention: Chief Financial Officer and shall state information as outlined in the Agreement, Paragraph 3 (Compensation), including:

1. The agreed upon amount as per Paragraph D and G of this Section.
2. A list of expenses as noted in Paragraph D and G of this Section.
3. Invoices for the Services identified in Paragraph A and B of this Section shall be involved separately.

EXHIBIT B

TRAVEL EXPENSE REIMBURSEMENT POLICY

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

AUTHORITY shall reimburse CONSULTANT 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 AUTHORITY.
- Additional Fees: The AUTHORITY will not reimburse for convenience charges to include, but not limited to, charges for early boarding, assigned seating, or seat upgrades.

2. Lodging

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

3. Ground Transportation

- 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 AUTHORITY business is reimbursable.
- Mileage: CONSULTANT shall invoice AUTHORITY for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by AUTHORITY.

4. Meals and Incidentals

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

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

- 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 AUTHORITY business are reimbursable.
- Internet connection fees if required for AUTHORITY business are reimbursable.

5. Tips

- Tips of any nature are not reimbursable.

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

July 15, 2021

Subject:

Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager to execute a Funding Agreement, in substantially the same form as attached hereto, for the Creation of Colorado River System Water among the Bureau of Reclamation, Central Arizona Water Conservation District, Metropolitan Water District of Southern California, and the Authority through which the Authority will contribute a maximum of \$2,020,354 per year, subject to Consumer Price Index adjustments, to create Colorado River System Water that will bolster Lake Mead elevations under a fallowing program with the Palo Verde Irrigation District; and to execute documents as necessary to effectuate the agreement.

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 August 18, 2004, the Metropolitan Water District of California (MWD) and Palo Verde Irrigation District (PVID) executed a *Forbearance and Fallowing Program Agreement* (Program Agreement) through which participating landowners within PVID agree to fallow land irrigated with Colorado River water in exchange for payments from MWD.

To address ongoing drought, the 2019 Lower Basin Drought Contingency Plan Agreement (LBDCP) and accompanying Lower Basin Drought Contingency Operations exhibit created new flexibility to permit additional voluntary conservation of Colorado River water to be stored in Lake Mead. Section 3.b. of the LBDCP requires the Secretary of Interior to take affirmative actions to implement Lower Basin programs designed to create or conserve 100,000 acre-feet per year or more of Colorado River System Water (System Water). The conserved System Water is created for the benefit of the Colorado River system and may not be delivered to any party.

To maximize the creation of System Water, the Bureau of Reclamation (Reclamation), the Central Arizona Water Conservation District (CAWCD), MWD, and the Authority desire to contribute funds to allow MWD to increase land fallowing in California under the 2004 Program Agreement. If approved, the Funding Agreement will allow Reclamation, CAWCD, MWD and the Authority to contribute funds to maximize System Water created under the Program Agreement. MWD will coordinate with PVID to fallow up to 13,333 acres each year for three years. Reclamation will contribute 50 percent of the funds, while the Authority, MWD, and CAWCD will each contribute 16.67 percent. For year one, the Authority's maximum contribution will be \$2,020,354. In years two and three, the Authority will contribute up to the same amount, subject to Consumer Price Index adjustments.

This Agreement is being entered into 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 the Agreement.

JJE:CNP:SCA:df

Attachments: Agreement

AGENDA
ITEM #

6

FUNDING AGREEMENT AMONG
THE UNITED STATES OF AMERICA, THROUGH THE
DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION,
THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT,
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, AND
THE SOUTHERN NEVADA WATER AUTHORITY,
FOR THE CREATION OF COLORADO RIVER SYSTEM WATER

1. PREAMBLE: THIS FUNDING AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2021, by and between the UNITED STATES OF AMERICA (“United States”), represented by the Secretary of the Interior (“Secretary”) acting through the officials executing this Agreement, the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, a multi-county water conservation district duly organized and existing under the laws of the State of Arizona (“CAWCD”), THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a regional public water district duly organized under California law (“MWD”), and the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada (“SNWA”), each being referred to individually as “Party” and collectively as the “Parties”, and pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), designated the Reclamation Act, and acts amendatory thereof or supplementary thereto, the Act of December 21, 1928 (45 Stat. 1057), designated the Boulder Canyon Project Act, the Act of September 30, 1968 (82 Stat. 885), designated the Colorado River Basin Project Act, and Public Law 116-14, the Colorado River Drought Contingency Plan Authorization Act, dated April 16, 2019.

2. EXPLANATORY RECITALS:

2.1 WHEREAS, the Colorado River Basin is experiencing the driest 22-year period in the historical record, and Lake Mead’s elevation has dropped to levels where the Secretary may determine a shortage condition for Lake Mead as early as 2022;

2.2 WHEREAS, due to the Colorado River Basin experiencing its driest 22-year period in recorded history, the United States and the Colorado River Basin States developed the Agreement Concerning the Colorado River Drought Contingency Management and Operations

(Companion Agreement). Attachment B to the Companion Agreement is the Lower Basin Drought Contingency Plan Agreement (“LBDCP”), which, among other things, is designed to create new flexibility to incentivize additional voluntary conservation of water to be stored in Lake Mead;

2.3 WHEREAS, among other things, the Companion Agreement provides for the implementation of several interstate agreements including the LBDCP and its Attachment Exhibit 1 - Lower Basin Drought Contingency Operations (“collectively DCP Agreements”);

2.4 WHEREAS, Public Law 116-14, the Colorado River Drought Contingency Plan Authorization Act (“Act”), was signed into law on April 16, 2019. This Act directed the Secretary to execute the DCP Agreements, and the DCP Agreements were subsequently executed on May 20, 2019;

2.5 WHEREAS, Section 3.b. of the LBDCP, among other things, provides that, subject to applicable law, including the availability of appropriations, (1) the Secretary will take affirmative actions to implement Lower Basin programs designed to create or conserve 100,000 acre-feet per annum or more of Colorado River System water to contribute to conservation of water supplies in Lake Mead and other Colorado River reservoirs in the Lower Basin, (2) the Secretary will meet and confer with the other parties to the LBDCP, and (3) the other parties to the LBDCP shall not request delivery of, and the Secretary shall not deliver to any Party or Contractor the volumes of Colorado River System water conserved through such programs;

2.6 WHEREAS, MWD is a metropolitan water district created under the California Metropolitan Water District Act, codified at Section 109-1 et seq., of the Appendix to the California Water Code; and delivers Colorado River water to portions of its service area in Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura Counties, California, pursuant to its contracts issued under Section 5 of the Boulder Canyon Project Act of 1928;

2.7 WHEREAS, the Palo Verde Irrigation District (“PVID”) holds an entitlement to Colorado River water for the irrigation of the Palo Verde Valley lands within its service area under

Contract for Delivery of Water dated February 7, 1933, between the United States and PVID;

2.8 WHEREAS, MWD and PVID executed an agreement entitled, *Forbearance and Fallowing Program Agreement* dated August 18, 2004 (“Program Agreement”), which established the 35-year Palo Verde Irrigation District Land Management, Crop Rotation and Water Supply Program, by which MWD executes agreements with the owners of land within the PVID service area that is eligible to receive Priority 1 water pursuant to the California Seven-Party Agreement of 1931 and that has historically been irrigated. Under such agreements the participating landowners (herein after referred to as “Participating Landowners”) fallow land in exchange for monetary payments from MWD making such water available to MWD;

2.9 WHEREAS, as provided in Section 3.8 of the Program Agreement, PVID agreed it shall not divert, take delivery of, or authorize the diversion or use of, or transfer to third parties the water conserved under the Program Agreement;

2.10 WHEREAS, as discussed in Section 6.1 of the Program Agreement, by letter dated October 10, 2003, the Imperial Irrigation District and the Coachella Valley Water District agreed to not directly or indirectly claim, pump, divert, use, or demand the water conserved under the Program Agreement;

2.11 WHEREAS, the Program Agreement is attached hereto as Exhibit A;

2.12 WHEREAS, instead of making all the water conserved under the Program Agreement available to MWD, MWD desires to create System Conservation Water in accordance with this Agreement;

2.13 WHEREAS, Reclamation, CAWCD, and SNWA desire to pay for land fallowing by Participating Landowners in exchange for the creation of System Conservation Water;

2.14 WHEREAS, CAWCD is a political subdivision of the State of Arizona, established pursuant to Arizona Revised Statutes § 48-3701 et seq., which operates the Central Arizona Project pursuant to various contracts and agreements with Reclamation;

2.15 WHEREAS, SNWA is a joint-powers agency and political subdivision of the State of Nevada. SNWA is authorized to enter into this Agreement pursuant to NRS 277.180 and Section 6(j) of the 1995 Amended Cooperative Agreement; and

2.16 WHEREAS, Reclamation, CAWCD, MWD, and SNWA desire to enter into this Agreement to provide funding for land fallowing under the Program Agreement to create System Conservation Water.

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

3. DEFINITIONS: For the purpose of this Agreement, the following definitions shall apply:

3.1 Colorado River Compact means the document signed on November 24, 1922, at Santa Fe, New Mexico, pursuant to an act of Congress approved August 19, 1921 (42 Stat. 171). The Colorado River Compact was approved in Section 13(a) of the Boulder Canyon Project Act.

3.2 Colorado River System shall have the meaning ascribed to such term in the Colorado River Compact.

3.3 Exhibit A is a copy of the Program Agreement attached hereto and made part of this Agreement.

3.4 System Conservation Water means Colorado River water that is conserved by land fallowing under the Program Agreement and which under this Agreement is added to storage in Lake Mead to benefit the Colorado River System.

4. TERMS AND CONDITIONS:

4.1 Effective Date. This Agreement shall become effective on August 5, 2021, and shall remain in effect through July 31, 2024, unless otherwise agreed to in writing by the Parties.

4.2 Purpose. The purpose of this Agreement is for Reclamation, CAWCD, and SNWA to fund land fallowing under the Program Agreement to create System Conservation Water. Instead of using the water created under the Program Agreement for its own use, MWD will create System Conservation Water under this Agreement, unless otherwise determined in accordance

with Section 5.4 herein. MWD will execute agreements with PVID and the Participating Landowners within PVID on a voluntary basis ensuring that the land fallowing is performed in accordance with the terms and conditions of the Program Agreement and such voluntary landowner agreements.

4.3 Land Fallowing. For each fallowed acre within PVID pursuant to this Agreement the Parties agree that the estimated water savings is 4.5 acre-feet per acre on a consumptive use basis.

4.3.1 First Year: MWD will cause the Participating Landowners to fallow up to 13,333 acres of land from August 1, 2021, through July 31, 2022. The actual acres of land fallowed subject to the terms of this Agreement will be confirmed based on the Participating Landowners as of December 31, 2021.

4.3.2 Second Year: MWD will cause the Participating Landowners to fallow approximately 13,333 acres of land from August 1, 2022, through July 31, 2023.

4.3.3 Third Year: MWD will cause the Participating Landowners to fallow approximately 13,333 acres of land from August 1, 2023, through July 31, 2024.

4.4 Monetary payments by MWD to the Participating Landowners for fallowing for the First Year is \$909.00 per acre. In the Second and Third Years, such payments will be adjusted by MWD using the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: All Items ("CPI"), for Riverside-San Bernardino-Ontario, Reference Base December 2017 Equals 100, Not Seasonally Adjusted.

5. PAYMENTS:

5.1 MWD will invoice Reclamation, CAWCD, and SNWA based on the total number of acres fallowed under the Program Agreement, and only for the portion of fallowed acreage that is contributed to the creation of System Conservation Water, within 60 days after MWD makes its payments to the Participating Landowners. In the First Year, MWD payments to the Participating Landowners will be made between September 1, 2021 and January 31, 2022, but will not invoice

Reclamation, CAWCD, and SNWA until 60 days after the acres of fallowed land is confirmed as provided in Section 4.3.1 herein. In the Second and Third Years, MWD payments to the Participating Landowners will be made by September 1 annually.

5.2 The Parties agree to the following percentages of monetary payments for land fallowing for the creation of System Conservation Water by each Party annually:

Party	Percentage of Total Annual Payments and Maximum Annual Payments for Land Fallowing in 2021 Dollars
Reclamation	50.00% – up to 6,666.50 acres – up to \$6,059,848.50
CAWCD	16.67% – up to 2,222.61 acres – up to \$2,020,353.49
MWD	16.67% – up to 2,222.61 acres – up to \$2,020,353.49
SNWA	16.67% – up to 2,222.61 acres – up to \$2,020,353.49
Annual payments in Second Year and Third Year will be adjusted using the CPI.	

5.3 Reclamation will apply its share (50 percent) of System Conservation Water created annually and paid for under this Agreement toward the Secretary's commitment to create or conserve 100,000 acre-feet or more per annum of System Conservation Water pursuant to Section 3 b. of the LBDGP.

5.4 MWD may elect, by providing notification in writing to Reclamation, CAWCD, and SNWA, to retain a portion of the water created under the Program Agreement for its own use, that would otherwise be devoted to System Conservation Water. If MWD retains a portion of the water created under the Program Agreement such that it is not contributed to System Conservation Water, the Parties will discuss and may agree in writing to adjust the allocation of potential associated payments among Reclamation, CAWCD, and SNWA.

6. ACCOUNTING FOR SYSTEM CONSERVATION WATER:

6.1 Notwithstanding the estimated water savings on a consumptive use basis in Section 4.3 herein, the actual volume of System Conservation Water created by fallowing of the PVID lands shall be determined in accordance with the same verification and quantification procedures

used by Reclamation to determine the amount of water conserved pursuant to the Program Agreement.

6.2 The actual water savings for each acre fallowed within PVID pursuant to this Agreement and the annual volume of System Conservation Water created will be reported in the *Land Fallowing and Verification Report* jointly prepared by PVID, MWD, and Reclamation and generally finalized by May 15th of each year.

6.3 This Agreement does not set a precedent in Colorado River water accounting matters regarding the final Reclamation determination of the volume of System Conservation Water created.

6.4 For Reclamation approval, MWD will submit to Reclamation and MWD will request PVID submit to Reclamation a revised water order, as needed, for calendar years 2021 and 2022 to account for the calendar year 2021 and calendar year 2022 land fallowing and the System Conservation Water created. For calendar year 2023 and calendar year 2024, MWD will submit to Reclamation and MWD will request PVID submit to Reclamation annual water orders that account for the land fallowing and the System Conservation Water created.

6.5 Subject to Section 5.4 herein, MWD agrees to forbear the delivery and diversion of Colorado River water conserved under the Program Agreement in the amounts determined according to this Agreement and will submit adjusted annual water orders as described in Section 6.4 herein.

6.6 Reclamation shall be responsible for obtaining any consents or forbearances required to ensure that the water left in Lake Mead remains in the Colorado River System and does not inure to the benefit of any individual entitlement holder.

6.7 Reclamation will document the quantity of Colorado River System water created under this Agreement, in the annual *Colorado River Accounting and Water Use Report – Arizona, California, and Nevada* (Water Accounting Report). The quantity of System Conservation Water

to remain in Lake Mead, as determined by Reclamation, will be reported in the section of the annual Water Accounting Report titled, "Conservation, Transfers and Exchanges".

7. NON-WAIVER: No Party to this Agreement shall be considered to have waived any right hereunder except when such waiver of the right is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or a relinquishment of any such rights for the future, but such provisions and rights shall continue and remain in full force and effect.

8. UNCONTROLLABLE FORCES: No Party shall be considered to be in default in the performance of any of its obligations under this Agreement when a failure of performance shall be due to any cause beyond the control of the Party affected, including but not limited to, facilities failure, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority which by exercise of due diligence and foresight such Party could not have reasonably expected to avoid. A Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such act to the other Parties and shall exercise due diligence to remove such inability with all reasonable dispatch.

9. REPRESENTATIONS AND WARRANTIES:

9.1 Each Party represents that it has all legal power and authority to enter into this Agreement and to perform its obligations hereunder on the terms set forth in this Agreement, and the execution and delivery hereof by each Party and the performance by each Party of its obligations hereunder shall not violate or constitute an event of default under the terms or provisions of any agreement, document, or instrument to which each of the Parties is a party or by which each Party is bound.

9.2 Each Party warrants and represents that the individual executing this Agreement on behalf of the Party has the full power and authority to bind the Party he or she represents to the terms of this Agreement.

9.3 This Agreement constitutes a valid and binding agreement of each Party, enforceable against each Party in accordance with its terms.

9.4 Each Party: (i) warrants and represents that such Party is authorized by, and has undertaken all prerequisite actions required by, applicable Federal and State laws and regulations to perform the obligations and exercise the rights contemplated herein, (ii) acknowledges that such warranty and representation is a material inducement to, and has been relied upon by, the other Parties in entering into this Agreement and performing their respective obligations hereinafter; and (iii) with respect to implementation of this Agreement, the Parties will cooperate to use reasonable best efforts in the support, preservation and defense thereof, including any lawsuit or administrative proceeding challenging the legality, validity or enforceability related to this Agreement, and will to the extent appropriate enter into such agreements, including joint defense or common interest agreements, as are necessary therefor; provided that each Party shall bear its own costs of participation and representation in any such matter.

10. GOVERNING LAW: This Agreement shall be interpreted, governed by, and construed under applicable Federal law. To the extent permissible under the Federal Rules of Civil Procedure and other applicable Federal authority, venue for adjudication of any disputes under this Agreement shall be in an appropriate Federal court.

11. BINDING EFFECT AND LIMITED ASSIGNMENT: The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties upon receipt of written agreement to the terms of this Agreement, but no assignment or transfer of this Agreement or any right or interest therein shall be valid until approved in writing by all Parties. This Agreement is and shall be binding upon and shall inure to the benefit of the Parties and, upon dissolution, the legal successors and assigns of their assets and liabilities.

12. AMENDMENT, MODIFICATION, AND/OR SUPPLEMENT: This Agreement may be amended, modified, or supplemented only by the written agreement of the Parties. No amendment, modification, or supplement shall be binding unless it is in writing and signed by all Parties.

13. DRAFTING CONSIDERATIONS: Each Party and its counsel have participated fully in the drafting, review, and revision of this Agreement, each of whom is sophisticated in the matters to which this Agreement pertains, and no one Party shall be considered to have drafted this Agreement.

14. NOTICES: All notices and requests required or allowed under the terms of this Agreement shall be in writing and shall be mailed first class postage paid to the following entities at the following addresses:

RECLAMATION:

Regional Director
Interior Region 8: Lower Colorado Basin
Bureau of Reclamation
Attention: LCB-1000
500 Date Street, Building 900
Boulder City, NV 89005

CAWCD:

Central Arizona Water Conservation District
23636 North 7th Street
Phoenix, AZ 85024-3801
Attn: General Manager

MWD:

The Metropolitan Water District of Southern California
P.O. Box 54153
Los Angeles, CA 90054-0153
Attn: General Manager

SNWA:

Southern Nevada Water Authority
1001 South Valley View Boulevard, MS #485
Las Vegas, NV 89153
Attn: General Manager

A Party may change its address by giving the other Parties notice of the change in writing.

15. JUDICIAL REMEDIES NOT FORECLOSED: Nothing in this Agreement shall be construed: (i) as in any manner abridging, limiting, or depriving any Party of any means of enforcing any remedy either at law or in equity for the breach of any of the provisions hereof, or of any other remedy which it would otherwise have; or (ii) as depriving any Party of any defense thereto which would otherwise be available.

16. AVAILABILITY OF INFORMATION: Subject to applicable Federal laws and regulations, each Party to this Agreement shall have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Agreement.

17. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS: The expenditure or advance of any money or the performance of any obligation of the United States under this Agreement shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Parties from any obligations under this Agreement. No liability shall accrue to the United States in case funds are not appropriated or allotted.

17.1 In accordance with Nevada Revised Statutes 332.400, the expenditure or advance of any money or the performance of any obligation of SNWA under this Agreement shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Parties from any obligations under this Agreement. No liability shall accrue to the SNWA in case funds are not appropriated or allotted.

18. OFFICIALS NOT TO BENEFIT: No Member of or Delegate to the Congress, or Resident Commissioner, or official of CAWCD, MWD, or SNWA, or any Elector or Electors shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

19. NO THIRD-PARTY BENEFICIARIES: This Agreement and any agreements made, or actions taken pursuant, hereto are made solely for the benefit of the Parties. No Party to this Agreement intends for this Agreement to confer any benefit upon any person or entity not a signatory to this Agreement, whether as a third-party beneficiary or otherwise.

20. AUTHORITY OF THE SECRETARY: Nothing in this Agreement diminishes or abrogates the authority of the Secretary under applicable Federal law, regulations, or the Consolidated Decree of the Supreme Court of the United States in the case of *Arizona v. California*, et al., entered March 27, 2006, (547 U.S. 150 (2006)), or as it may be further modified.
21. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original and all of which, together, shall constitute only one Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

THE UNITED STATES OF AMERICA

By: _____
Acting Regional Director
Interior Region 8: Lower Colorado
Basin
Bureau of Reclamation

Approved as to form:

**CENTRAL ARIZONA WATER
CONSERVATION DISTRICT**

By: _____
Jay M. Johnson
General Counsel

By: _____
Theodore Cooke
General Manager

Approved as to form:


**THE METROPOLITAN WATER
DISTRICT OF SOUTHERN
CALIFORNIA**

By: _____
Marcia L. Scully
General Counsel

By: _____
Adel Hagekhalil
General Manager

Approved as to form:

**SOUTHERN NEVADA WATER
AUTHORITY**

By: 

Gregory J. Walch
General Counsel

By: _____
John J. Entsminger
General Manager

EXHIBIT A – A COPY OF THE PROGRAM AGREEMENT.

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

July 15, 2021

Subject:

Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager to execute an Agreement for the Lease of Decreed Muddy River Rights between Nevada Power Company dba NV Energy and the Authority that will allow the Authority to create up to 247.68 acre-feet annually of Intentionally Created Surplus by maintaining the good standing of such water rights and authorize the General Manager to sign ancillary or ministerial documents as necessary.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On March 12, 1920, the Court in *Muddy Valley Irrigation Co., et al. v. Moapa and Salt Lake Produce Co., et al.*, (1920 Decree) adjudicated water rights to the Muddy River. Through the 1920 Decree and Certificate No. 9661, Nevada Power Company dba NV Energy (NVE) has title and rights to 247.68 acre-feet annually (afa) of Muddy River water (Muddy River Rights). NVE has put the Muddy River Rights to beneficial use by serving water needs related to the Reid-Gardner Generation Station. On December 13, 2007, the Secretary of the United States Department of the Interior issued the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead, under which the Authority may create Tributary Conservation Intentionally Created Surplus (ICS) by conveying to Lake Mead water rights from the Muddy River purchased or controlled by the Authority.

Following the Reid-Gardner Generation Station's decommissioning in or around April 2017, NVE has not been in a position to place the Muddy River Rights to beneficial use. Such efforts have been complicated by administrative developments that impact water use in the Lower White River Flow System, which is where the Muddy River is primarily located. Through this Agreement, the Authority will lease the Muddy River Rights from NVE in exchange for maintaining the good standing of those water rights.

If approved, the Authority may create ICS from the Muddy River Rights for a term of up to 20 years (Term). During the Term, NVE retains the right to use all or a portion of the Muddy River Rights. The Authority is obligated to put to beneficial use any unused portion of the Muddy River Rights. Subject to NVE's use, the Authority can create up to 247.68 afa of ICS.

This Agreement is being entered into pursuant to NRS 533.030(2) and Sections 6(a) and (b) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

**AGREEMENT FOR THE LEASE OF DECREED MUDDY RIVER WATER RIGHTS
BETWEEN SOUTHERN NEVADA WATER AUTHORITY AND NEVADA POWER
COMPANY d/b/a NV ENERGY**

This Agreement for the Lease of Decreed Muddy River Water Rights (“Lease Agreement”) is made and entered into this ___ day of _____ 2021, by and between the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“SNWA”), and Nevada Power Company d/b/a NV Energy, a Nevada corporation authorized to conduct business in Nevada (“NV Energy”), with an Effective Date of October 1, 2020. SNWA and NV Energy may sometimes be referred to individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, SNWA is a joint-powers agency and political subdivision of the State of Nevada created pursuant to NRS Chapter 277 and engaged in, among other things, the wholesale distribution of water to customers throughout Southern Nevada;

WHEREAS, NV Energy is a corporation and public utility that, among other things, generates, distributes, and transmits electric power throughout Nevada;

WHEREAS, the Judgment and Decree of March 12, 1920, in the case *Muddy Valley Irrigation Co., et al. v. Moapa and Salt Lake Produce Co., et al.*, (in what is now Nevada’s Eighth Judicial District Court) (the “1920 Decree”) adjudicated water rights to the Muddy River pursuant to the laws of the State of Nevada;

WHEREAS, on December 13, 2007, the Secretary of the United States Department of the Interior issued the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead (“Guidelines”), under which SNWA may create Tributary Conservation Intentionally Created Surplus (“ICS”) by conveying to Lake Mead water rights in the Muddy River purchased or controlled by SNWA;

WHEREAS, pursuant to NRS 533.030(2) “beneficial use” of water includes “the use of water from the Muddy River” to create or develop ICS;

WHEREAS, pursuant to the 1920 Decree and Certificate 9661 (Permit 29764), NV Energy has title to, and the right to use, 247.68 acre-feet annually (“afa”) of water from the Muddy River (“Muddy River Rights”) and has historically put such rights to beneficial use by serving industrial water needs related to the Reid-Gardner Generation Station;

WHEREAS, the Reid-Gardner Generation Station ceased operations in or around April 2017, and the Muddy River Rights have not been put to beneficial use since that time; and

WHEREAS, the Parties desire to enter into this Lease Agreement to, among other things, allow NV Energy to maintain the Muddy River Rights in good standing and allow SNWA to put the Muddy River Rights to beneficial use by creating ICS.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Recitals**. The Parties acknowledge the Recitals to this Lease Agreement are accurate in all material respects and are hereby incorporated into this Agreement by reference.
2. **Lease**. NV Energy agrees to lease to SNWA up to the 247.68 afa of surface water comprising the Muddy River Rights. SNWA acknowledges and agrees that NV Energy may, at any time during the Term, as defined below, use all or a portion of the Muddy River Rights. During the Term of this Lease Agreement, SNWA shall put to beneficial use any Muddy River Rights that NV Energy does not put to beneficial use pursuant to Nevada law to the extent authorized by the Guidelines, NRS 533.030(2), or other applicable laws. NV Energy further agrees to provide SNWA with timely and accurate records of the volume of any Muddy River Rights used by NV Energy or third parties authorized by NV Energy to use such water.
3. **Term**. The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for 20 years or until terminated in accordance with the terms of this Agreement.
4. **Maintenance of Leased Muddy River Rights**. To the extent authorized by the Guidelines or other applicable laws, SNWA shall take all actions necessary to maintain the Muddy River Rights in good standing under Nevada state law and shall timely provide NV Energy with written notice of any matter known to SNWA that is before the Nevada State Engineer, Secretary of the Interior, any other Federal or State official or any administrative or judicial forum, that may result in cancellation, other termination, rejection or adjustment of the Muddy River Rights or ICS based thereon. NV Energy agrees to promptly provide SNWA with any information NV Energy receives concerning the Muddy River Rights that could impact SNWA's obligation to maintain the Muddy River Rights in good standing.
5. **Termination**. This Agreement may be terminated by either Party by providing at least 60 days' notice to the other Party, consistent with Section 18 of this Lease Agreement.
6. **Representations and Warranties of NV Energy**.

a. Ownership. NV Energy represents and warrants that, at all times material hereto, NV Energy has been and is the record and beneficial owner of the Muddy River Rights and NV Energy owns the Muddy River Rights free and clear of any and all encumbrances, liens, restrictions or claims of any kind by any third party.

b. Good Standing of Water Rights. NV Energy represents and warrants that the Muddy River Rights are in good standing with the Nevada State Engineer and NV Energy has maintained such good standing by complying with all local, state, and federal law governing the Muddy River Rights.

c. Necessary Authority. NV Energy represents and warrants that it: (1) has all necessary right, power, legal capacity, and authority to enter into and perform NV Energy's obligations under this Agreement; and (2) the signatory to this Agreement has all necessary power and authority to execute and deliver this Agreement on behalf of NV Energy, to bind NV Energy to perform its respective obligations hereunder, and to consummate the transactions contemplated herein.

d. Full Disclosure. NV Energy represents and warrants that, to its actual knowledge, no statement furnished by NV Energy, or any other person acting on NV Energy's behalf, contains or will contain any untrue statement of material fact, or omit any material fact the omission of which would be misleading. NV Energy is not relying on any representations of SNWA with respect to the Muddy River Rights.

e. Representation by Counsel. NV Energy represents and warrants that it has had an opportunity to seek independent legal counsel with respect to the transactions contemplated by this Agreement and the documents pertaining thereto.

7. Representations and Warranties of SNWA.

a. Necessary Authority. Subject to approval by its Board of Directors, SNWA has the power and authority to execute and deliver this Agreement, to perform the obligations hereunder, and to consummate this contemplated transaction.

b. Representation by Counsel. SNWA represents and warrants that it has had an opportunity to seek independent legal counsel with respect to the transactions contemplated by this Agreement and the documents pertaining thereto.

8. Survivability of Representations and Warranties. Each of the representations and warranties made by the Parties in this Agreement shall survive indefinitely. Neither Party shall have a duty of inquiry or be deemed to be on constructive or inquiry notice of any facts or circumstances not expressly stated in this Agreement or the documents delivered pursuant to this Agreement. Notwithstanding any actual knowledge of facts, each Party has the right to fully rely on the representations, covenants, and warranties of the other Party contained in this Agreement.

9. **Indemnity.** 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.

10. **Integration.** The Parties hereto agree that this Agreement represents the final and complete understanding and Agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous conversations, negotiations, and representations of the Parties and in no event shall any claim be brought by any Party other than in accordance with this written Agreement. No addition to or modification of this Agreement shall be binding unless executed in writing by the Parties hereto.

11. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to its choice of law provisions. Any and all legal proceedings to enforce this Agreement, or to enforce or vacate any judgment or award rendered therein, whether in contract, tort, equity or otherwise, shall be brought in the state or federal courts sitting in Clark County, Nevada, the Parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each Party hereby agrees that any such court shall have in personam jurisdiction over it, consents to service of process in any manner authorized by Nevada law, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by applicable law.

12. **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 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.

13. **No Third-Party Beneficiaries.** This Agreement shall not be deemed to benefit 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.

14. **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.

15. **Jury Waiver.** To the fullest extent permitted by law, the Parties waive any right they may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. The Parties further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

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

17. No Joint Venture. No joint venture is contemplated or established by this Lease Agreement, and no Party shall be deemed to be the agent of any other Party for any purpose by virtue of this Lease Agreement.

18. Neutral Interpretation. Each Party acknowledges and agrees that it materially participated in the drafting and negotiation of this Lease Agreement. This Lease Agreement shall not be construed against any Party solely because the initial draft of this Lease 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 shall be enforced against the Party primarily responsible for the drafting of this Lease Agreement or any specific provision of this Lease Agreement.

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

To SNWA:

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

NV Energy:

Nevada Power Company, d/b/a NV Energy
Attn: President
6226 W. Sahara Avenue, M/S 01
Las Vegas, NV 89146

With a copy to:

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

With a copy to:

Nevada Power Company, d/b/a NV Energy
Attn: General Counsel
6226 W. Sahara Avenue, M/S 03
Las Vegas, NV 89146

20. 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.

21. Execution in Counterparts; DocuSign. 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.

[SIGNATURE PAGE FOLLOWS]

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:



Gregory J. Walch

General Counsel

NEVADA POWER COMPANY, d/b/a NV Energy:

By: Doug Cannon

Its: President and CEO

APPROVED AS TO FORM:

Brandon M. Barkhuff

Vice President, General Counsel

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

July 15, 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 an agreement between GCW Engineering, Inc., and the Authority to provide preliminary engineering design services on the Garnet Valley Wastewater System Project for an amount not to exceed \$7,871,344.

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 Wastewater System (Project). The Project, as generally shown on Attachment A, will provide a sanitary sewer collection system (System) from the existing City of North Las Vegas System to the Garnet Valley area to collect current and future generated wastewater.

On March 1, 2021, the Authority issued a request for qualifications soliciting proposals for professional engineering design services for this Project. On March 22, 2021, three responsive proposals were received, which were then reviewed by an evaluation committee (Committee) comprised of employees of the Authority and its purveyor members. Interviews of the two highest rated firms were then initiated by the Committee on April 12, 2021, which evaluated criteria including personnel experience and qualifications, experience with projects of similar size and scope, and the understanding of, and approach for, the Project. Based on the results of the Committee evaluations, GCW Engineering, Inc. (GCW), is considered the top-ranked applicant, and staff recommends the selection of GCW for this portion of the Project.

If approved, the attached Agreement to Provide Professional Services would provide the terms and conditions necessary for GCW to complete planning and preliminary design of the Project. The requested \$7,871,344 includes a 5 percent contingency. Additional agreements for final design services and design support services during construction will be necessary for this Project and will be brought to the Board in the future for approval.

This agreement is being entered into pursuant to NRS 332.115(1)(b) and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:PJJ:RCP:kd

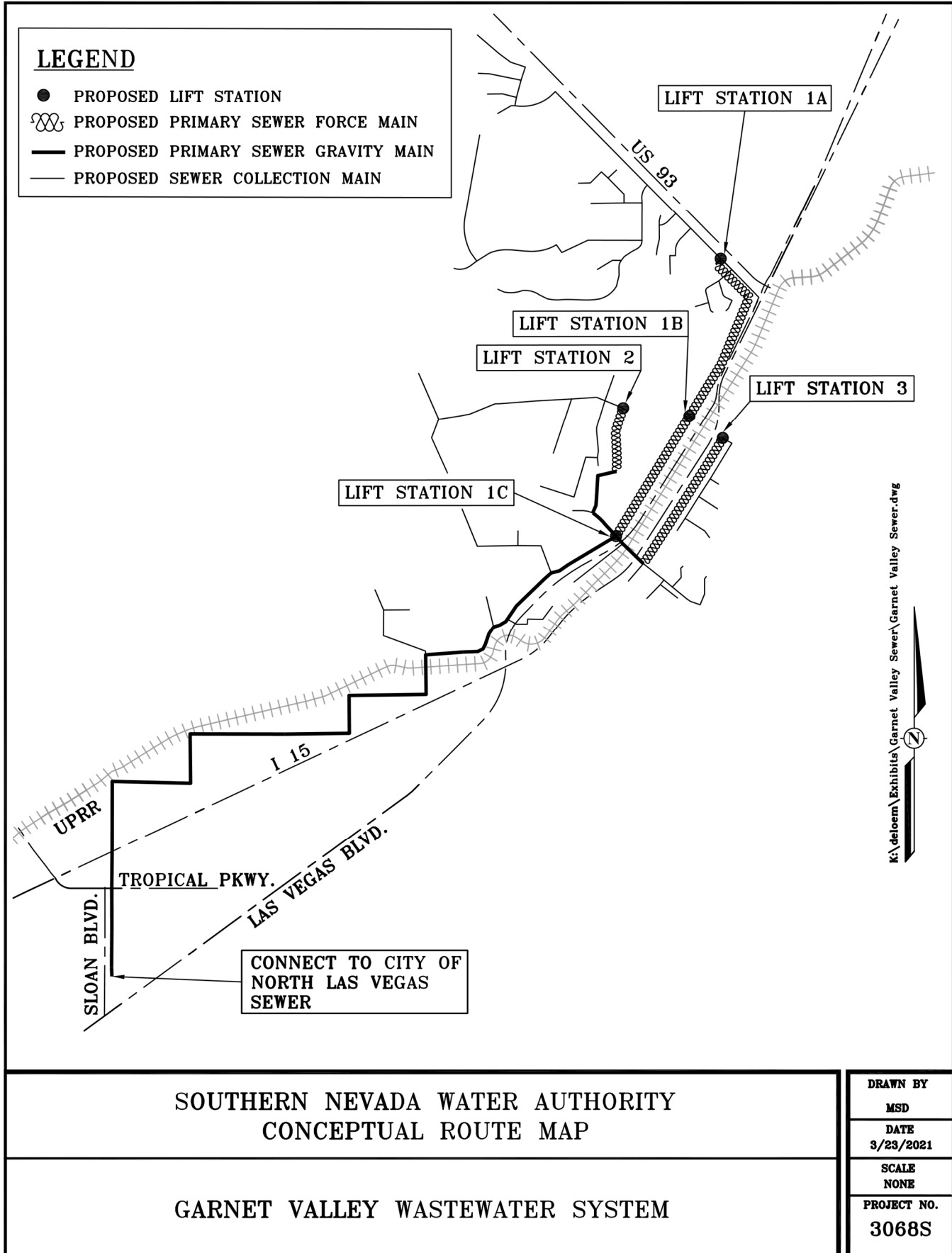
Attachments:

Disclosure, Exhibit, Agreement

AGENDA
ITEM #

8

ATTACHMENT A
CONCEPTUAL ROUTE MAP



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
<input type="checkbox"/> Other						
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 115						
Corporate/Business Entity Name: GCW, Inc.						
(Include d.b.a., if applicable)						
Street Address:		1555 S. Rainbow Blvd.		Website: www.gcwengineering.com		
City, State and Zip Code:		Las Vegas, NV 89146		POC Name: Tim McCoy		
				Email: tmccoy@gcwengineering.com		
Telephone No:		702-804-2000		Fax No: 702-804-2299		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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)
GCW Holdings, Inc.	N/A	100%
Employee Stock Ownership Plan	(Not one employee owns 5% or more)	

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 completed disclosure form.

Tim McCoy Digitally signed by Tim McCoy Date: 2021.05.06 09:35:16-07'00' _____ Signature	Tim McCoy _____ Print Name
President _____ Title	May 6, 2021 _____ 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

* 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

Signature

Ryan Pearson

Print Name

Authorized Department Representative

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between GCW, Inc., 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 all Services authorized by AUTHORITY to be performed are completed by CONSULTANT, unless terminated in accordance with the terms of this Agreement. This Agreement may not extend more than seven years from Effective Date. During this period, CONSULTANT agrees to provide Services as required by 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 \$7,871,344.

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 meet generally accepted professional and technical standards 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 negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees of CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark.

If such claim(s) results in a trier of fact's adjudication of CONSULTANT as liable, CONSULTANT shall pay to 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.

17. 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. 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, all 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. 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 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, the deductible shall be approved by the Risk Manager of AUTHORITY.

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. Upon request of AUTHORITY, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement.

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 30 calendar days' prior notice to AUTHORITY for cancellation.

18.3. Insurance Coverages:

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

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

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

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

In the event CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, CONSULTANT shall deliver to the 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 occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two years after completion of CONSULTANT's Work as set forth in this Agreement.

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

19. TERMINATION:

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 15 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 in accordance with the mutually agreed to project schedule. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT may furnish 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. During the course of this Agreement, CONSULTANT will create, receive or have access to the AUTHORITY's Facility Information. Facility Information means drawings, maps, plans or records that reveal the AUTHORITY's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the AUTHORITY. Facility Information is deemed to be Confidential Information of the AUTHORITY.

24.2. CONSULTANT shall:

24.2.1. Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

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

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

24.2.4. Use and disclose Facility Information solely and exclusively for the purposes for which the Facility Information, or access to it, is provided pursuant to the terms and conditions of this Agreement;

24.2.5. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the AUTHORITY without the AUTHORITY's prior written consent; and

24.2.6. Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the AUTHORITY's prior written consent. Authorized Persons means CONSULTANT's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable CONSULTANT to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement.

24.3. Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by CONSULTANT or by the AUTHORITY to the extent that CONSULTANT has access to the AUTHORITY's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.

24.4. CONSULTANT shall:

24.4.1. Notify the AUTHORITY of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the engineer and contractor Type becomes aware of it, by telephone at the following number: 702-822-8390 and by email to james.curbeam@lvvwd.com and brent.gunson@lvvwd.com, with a copy by email to the AUTHORITY's contacts listed in the Notices Section below;

24.4.2. At its own expense, coordinate and fully cooperate with the AUTHORITY in the AUTHORITY's handling of the matter;

24.4.3. Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;

24.4.4. Maintain and preserve all documents, records, and other data related to any Security Breach; and

24.4.5. Reimburse the AUTHORITY for all actual costs incurred by the AUTHORITY in responding to and mitigating damages caused by any Security Breach.

24.5. CONSULTANT acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the AUTHORITY irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the AUTHORITY is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the AUTHORITY may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

24.6. 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.

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

25. RECORDS:

CONSULTANT shall retain financial and other records related to this Agreement for six years after the completion or termination of this Agreement, and shall make available to 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: GCW, Inc.
Attention: Tim McCoy
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146
TmcCoy@gcwengineering.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Ryan Pearson
P.O. Box 99956
Las Vegas, Nevada 89193-9956
ryan.pearson@snwa.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 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

43. COMPANIES THAT BOYCOTT ISRAEL:

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

44. ELECTRONIC SIGNATURES:

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

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

GCW, INC.

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES

GARNET VALLEY WASTEWATER SYSTEM
PLANNING AND PREDESIGN PHASE

A. INTRODUCTION

CONSULTANT will provide Professional Services for the planning and predesign of the Garnet Valley Wastewater System (GVWWS). The professional services requested include engineering, surveying and technical services for wastewater pipelines, forcemains and lift stations to serve a 20,000-acre service area in North Las Vegas.

B. DEFINITIONS

Throughout this document the following definitions shall apply:

- a. AGREEMENT refers to the Professional Services Agreement No. SNWA 09329
- b. AUTHORITY refers to the Southern Nevada Water Authority
- c. GVWWS or PROJECT refers to the Garnet Valley Wastewater System
- d. REPORT refers to the final predesign study report submitted by the CONSULTANT to the AUTHORITY encompassing the findings and recommendations to the AUTHORITY
- e. Work Day – AUTHORITY working hours are Monday through Thursday 7:00 A.M to 6:00 P.M.
- f. Service Area-the “out-of-valley” area served by the GVWWS or Project.

C. PROJECT DESCRIPTION

Southern Nevada maximizes its water resources by treating and recycling 99 percent of the water used indoors in its service area. Treating wastewater and returning it to Lake Mead extends the availability of our water resources through return-flow credits.

Construction of the GVWWS will help ensure the sustainable development of resources and reduce water demand impacts to the Colorado River. The PROJECT will support the agency’s efforts to maximize our water resources by developing the infrastructure required to capture wastewater flows from the Garnet Valley area and transport it to existing treatment facilities in accordance with the Authority’s out-of-valley water use policy.

The Service Area, comprised primarily of the Apex Industrial Park, is approximately 20,000 acres. The project has an estimated cost of \$135 million and is anticipated to consist of:

- 4-6 wastewater lift stations
- Up to 43 miles of wastewater pipeline from 8 inches to 48 inches in diameter
- Up to 8 miles of force main pipe from 14 inches to 30 inches in diameter.

D. DESCRIPTION OF SERVICES FOR THE GVWS PROJECT

I. PROJECT MANAGEMENT

1. PROJECT MANAGEMENT, ADMINISTRATION AND CONTROLS

a. General - Project Administration / Project Management

CONSULTANT will administer and control work of the required quality and within budget and time allotted. Project Administration includes oversight by the CONSULTANT's key personnel so that the requirements of this Agreement are fully met. In addition, the CONSULTANT shall:

- Develop Project Management Plan (PMP)
- Provide the necessary project records, reports, and technical data.
- Maintain records of financial management data, schedules, reports, and analyses of the project.
- Provide a written record of all meetings in a format acceptable to the AUTHORITY.
- Develop a Quality Assurance/Quality Control Plan and implement the plan through-out the PROJECT duration.
- Develop Project Risk Register
- Provide monthly progress reports of all work undertaken under this AGREEMENT.

b. Quality Assurance and Quality Control Plan

All work and services performed by the CONSULTANT and the CONSULTANT's subconsultants will be in accordance with and conform to the requirements of the CONSULTANT's QA/QC Plan.

The CONSULTANT will appoint a QA/QC manager that will be responsible for managing all QA/QC activities. The CONSULTANT will prepare a QA/QC Plan. The plan will describe review, checking, and documentation procedures for planning criteria, engineering calculations, drawings, and report preparation. The CONSULTANT will perform an internal audit(s) for compliance with the QA/QC Plan.

c. Schedule Control

- i. Format. The CONSULTANT will use a computerized scheduling system to produce schedule documents. All schedules will be submitted to the AUTHORITY in hard copy and electronic format indicating scheduling information at the Work Activity and sub-activity levels.
- ii. Schedule Submittals and Activity Funding Summary. Schedule — Baseline Schedule - Within 45 calendar days from the issuance of the Notice to Proceed, the CONSULTANT shall submit its initial detailed schedule in PDF format and hard copy for review and comment. This initial schedule will include all Activities and sub-activities and will be cost loaded. Activity Funding Summary will include a not-to-exceed amount for reimbursable services rendered in accordance with the AGREEMENT and at the sole discretion of the AUTHORITY. This initial schedule and Activity Funding Summary submittal, when accepted by the AUTHORITY, will constitute the "CONSULTANT's Accepted Schedule" and the CONSULTANT's Accepted Not-To-Exceed Price for each Task, upon which compensation for Work will be made in accordance with the procedure outlined in Paragraph 4.0 Basis of Compensation and Budget.

Cost-loaded Activities will be consistent with the fee breakdown shown in Exhibit D — Activity Funding Summary and will not exceed the CONSULTANT's authorized not-to-exceed fee for that Activity.

- iii. Schedule Activity Description. All Work Activities have been defined in the Scope of Work. When required to further define the Work, activities will be further broken down, including funding of the activity, to sub-activities. Sub-activities will be summarized to the Activity level.

The CONSULTANT's accepted schedule will sequence the Work, comply with time constraints, and optimize the work within the available time. The schedule will be prepared in 'Work Days' and show the sequence of all scheduled Activities and sub-activities required to complete the CONSULTANT's Scope of Work through Final Acceptance. Review and acceptance of the schedule by the AUTHORITY will not relieve the CONSULTANT of their responsibility for compliance with the time requirements in this Scope of Work and adhering to those sequences of work indicated in, or required by the Scope of Work, or from completing any omitted work within the time allowed.

The CONSULTANT will submit a Monthly Schedule Update as part of the monthly reporting requirements. The date of commencement of the work is stated in the Notice to Proceed. If an updated (revised) schedule is proposed, cite the new PROJECT completion date, PROJECT status and date of status on each revision.

- iv. Basis for Progress Measurement

The CONSULTANT will submit a proposed reporting format to the AUTHORITY for approval. The format for reporting progress of Activities will be consistent with the AUTHORITY's Standard of Operation Procedure unless modified by the AUTHORITY's PM. The overall progress of the Work will be based on the Not-To- Exceed Price Activities in the Activity Funding Summary. As a basis for monthly schedule progress reporting to the AUTHORITY, the CONSULTANT will measure and report the actual work-hours and costs against planned work hours and costs for each Cost Reimbursable Sub-activity in the schedule.

d. Monthly Progress Reports

The CONSULTANT will submit a Monthly Progress Report within 1 week of the end of the preceding month. The Monthly Progress Report will include at a minimum:

- Actual cost and manpower expenditures to date of each Task
- A plot of the actual expenditure and actual manhour curves for each Task curve shall include the planned expenditure (Earned Value) baseline curve as a comparison.
- A written analysis of the budget, cost, and schedule status in narrative and report format.
- A description of the cause of any significant schedule variance or outstanding issues and the action taken by the CONSULTANT to address any projected problems with schedule, budget, cost or manpower. The CONSULTANT will provide details of any outstanding information required from the AUTHORITY to meet the schedule.
- A list of work changes and the status of those changes and revisions to cost, schedule or scope of work.
- A list of the CONSULTANT's personnel who have worked on the PROJECT during the month, a short description of their work and the hours they have worked on the PROJECT.

e. Progress Review Meetings

A progress review meeting will be held on a monthly basis, or as agreed to by the AUTHORITY and the CONSULTANT, to review work progress, review scheduled work activities for the succeeding period, and issue action items. The CONSULTANT shall prepare and distribute the meeting agenda and notes. Up to 18 meetings are included.

f. Agency Meetings and Support

The CONSULTANT will support the AUTHORITY in attending agency meetings. The CONSULTANT may be asked to prepare project related material such as Power Point Presentation and or exhibits. The CONSULTANT shall prepare and distribute the meeting agenda and notes. Outside agencies may include:

- City of North Las Vegas (CNLV)
- Clark County and Clark County Water Reclamation District (CC and CCWRD)
- Bureau of Land Management (BLM)
- Bureau of Reclamation (BOR)
- Nevada Department of Environmental Protection (NDEP)
- Nevada Department of Transportation (NDOT)

Up to 36 meetings are included.

The CONSULTANT will facilitate a series of workshops for items that require AUTHORITY and stakeholder input. The effort and costs for these workshops will be included in the corresponding Task.

The CONSULTANT will present required documentation to convey either technical and or construction considerations of the various proposed workshop topics. The purpose of each workshop is to gain consensus on the various topics. Subsequent to receiving the AUTHORITY'S direction, a technical memorandum (TM) will be prepared to document the decision process.

g. Stakeholder Coordination

Stakeholders in the project area, including existing developments/operations, property owners, management associations and other interested parties, may require information or coordination meetings. CONSULTANT will support the AUTHORITY with stakeholder coordination efforts including preparation of materials and planning/attending coordination meetings. Up to Twenty (20) meetings are included in this effort. Meeting notes will be prepared. A total of 80 hours of staff time is budgeted for material preparation.

h. Public Outreach Support

The CONSULTANT will provide support to the AUTHORITY for exhibits, maps and other materials and meeting planning/attendance as needed to support public outreach efforts. Up to Ten (10) meetings are included in this effort. Meeting notes will be prepared and a total 80 hours of staff time is budgeted for material preparation.

2. RISK MANAGEMENT

The CONSULTANT will identify and manage risks related to project implementation.

a. Risk Management

THE CONSULTANT will work with the AUTHORITY to implement a proactive risk management process that systematically identifies and tracks potential mitigation of risk at each phase of the project. The process will be developed in accordance with the ISO 31000 Risk Management, which includes the following steps:

- Risk Identification
- Risk Assessment/Analysis

- Risk Response
- Risk Monitoring and Control

CONSULTANT will facilitate a Risk Identification workshop to be attended by the AUTHORITY and other key stakeholders. The purpose of the workshop will be to identify and document in a Risk Register the key risks as well as their likelihood and consequences.

CONSULTANT will develop the Risk Register that is organized to document risks for the pre-design phase as well as all subsequent stages of the project. The Risk Register will be regularly updated and will be reviewed monthly as a standing item at scheduled progress meetings.

CONSULTANT will utilize the Risk Register to undertake a structured risk assessment and analyze and document identified risks. Once probable risks have been identified, Consultant will analyze them in terms of their likelihood and consequence of occurrence. Where possible, risks will be analyzed using quantitative methods. Where quantitative data are not available or are cost prohibitive to obtain, qualitative analyses will be utilized, such as expert judgement.

CONSULTANT will collaborate with AUTHORITY to develop appropriate responses for risks identified at the start of the predesign phase. Typical risk responses fall into four main categories:

- Risk Avoidance
- Risk Transfer
- Risk Mitigation
- Risk Acceptance

Decisions on appropriate risk responses will be documented in the Risk Register, including assigned risk level pre- and post-mitigation, along with associated costs. CONSULTANT will actively manage the risk register to ensure it is current and that it evolves in parallel with predesign activities.

Deliverable:

- Risk Register

3. DECISION-MAKING FRAMEWORK

CONSULTANT will facilitate an interactive workshop with AUTHORITY and stakeholders to identify project priorities, criteria for project success, metrics for evaluation of criteria and ranking using a pairwise comparison methodology. This exercise will provide the framework for decision-making and alternative comparison throughout the project and ensure that the project priorities are achieved.

Deliverable:

- Decision Making Framework Workshop Summary

4. DATA COLLECTION

CONSULTANT shall request data from a variety of stakeholders and sources to serve as background for design recommendations for the Project. CONSULTANT will build a data library to store, verify, catalog and disseminate collected information to project team members and AUTHORITY. The database will be built from a combination of GIS files, field verified surveys, as-built drawings for improvements and utilities, right-of-way maps and documents, parcel and owner information, permits, utility information, previous studies in the project area, development applications and entitlements, geotechnical studies, environmental studies and subsurface utility explorations, including AUTHORITY'S data. CONSULTANT will provide list of requests to AUTHORITY for approval prior to sending requests.

II. PROJECT DEFINITION

5. CONTROL SURVEY AND TOPOGRAPHIC MAPPING

a. Control Survey for Garnet Valley Water and Wastewater Systems:

CONSULTANT will establish horizontal and vertical control for the identified project limits in accordance with the AUTHORITY'S Engineering Design Standards (EDS) and consultation with AUTHORITY'S Surveyor. Outfall study areas will initially use publicly available topographic mapping and upon selection of outfall sewer route in Task 15, the control survey will be prepared for this area (estimating a corridor of approximately 45,000 LF for the purposes of budgeting for this task). A project coordinate system will be established in accordance with the AUTHORITY'S land surveying requirements. Refer to Exhibit A for limits for this task.

b. Aerial Topography

GVWWS Service Area and Water System areas: CONSULTANT establish aerial ground control (47 panels) and will produce 1"=40', 1-foot topographical information and planimetric detail covering the approximate 25,000 acres. Photography will consist of 24 flight lines and 990 exposures utilizing 5cm digital imagery. Accuracies of plus or minus 0.328' can be expected as it relates to the topographical information generated from the Digital Terrain Modeling (DTM) information. Accuracies of plus or minus 0.219' can be expected as it relates to the DTM information itself. Project accuracy to conform to generally accepted photogrammetric standards established by the American Society of Photogrammetry and Remote Sensing (ASPRS).

Outfall Sewer Area from Task 15: CONSULTANT establish aerial ground control (64 panels) and will produce 1"=40', 1-foot topographical information and planimetric detail covering the approximate 45,000 LF x 400 LF corridor.

c. Record of Survey

A Record of Survey will be prepared for the project area and submitted to the AUTHORITY for review. CONSULTANT shall file the Record of Survey with the Clark County Recorder. The estimated scale for the ROS will be 1"=500' for the GVWWS Service Area and Water System areas and 1"=100' for the Outfall Sewer Area.

d. Centerline & Boundary Control and Mapping

For the planning phase of the project, the CONSULTANT will establish centerline and boundary control for the following features within the control area:

- Las Vegas Boulevard (68,000 LF, to include the Outfall Sewer)
- I-15 (45,000 LF)
- US93 (28,000 LF)
- UPRR (70,000 LF)
- Lamb Boulevard (5,400 LF)
- BLM Utility Corridor per N-52787 (127,000 LF)
- SNWA Grand Teton Site (10-acres at NEC of Lamb and Grand Teton)

Other parcel boundaries will be estimated based on GIS information from the Clark County Assessor. Additional easement, right-of-way and boundary mapping will be performed as an Additional Service.

6. WASTEWATER FLOW GENERATION

Determination of wastewater flows for engineering design will be the focus of the task. CONSULTANT will collaborate with AUTHORITY and stakeholders to characterize the wastewater flows for the service area, based on the following subtasks:

a. Service Area

CONSULTANT will identify the boundary of Service Area for the wastewater collection system. CONSULTANT will identify wastewater collection service areas that can be served with a gravity system to the City of North Las Vegas treatment plant. CONSULTANT will also identify the collection service areas located in the Garnet Valley hydrographic basin that must be collected through a gravity collection system and then be lifted from localized low points to a point(s) of connection to a gravity system to return flows to the Las Vegas Valley. The areas will be based upon the developable land, as defined during consultation with stakeholders.

b. Land Ownership and Jurisdictional Boundaries Map

The CONSULTANT shall prepare a parcel ownership map for identification of parcels to be served by the system, as well as definition of the jurisdictional boundaries between the City of North Las Vegas and Clark County, including proposed annexation areas, if any. GIS information from the Clark County Assessor will be utilized.

c. Zoning and Land Use Map

CONSULTANT shall prepare a map depicting the land uses within the Service Area. The map will be based on existing and proposed zoning, allowable uses based on the local municipal code, commercial and industrial development demands as well as feedback from stakeholders. The data will be utilized in establishing potential water demands and resulting wastewater flows. A workshop will be held with stakeholders to review and finalize the map.

d. Wastewater Basin Delineation

The CONSULTANT shall prepare delineation of wastewater basins and sub-basins based on topography and right-of-way. The routing of wastewater through the Service Area will be defined.

e. Wastewater Flows and Peaking Factors

After existing and planned land uses have been defined, wastewater flow factors to be used for the project will be analyzed and recommended. Use of local sewer flow monitoring data and planning data from local and regional wastewater management agencies will be obtained and analyzed. In addition, collection system peaking factors will be reviewed and recommended for the service area. Wastewater flows from the service area will be calculated for interim horizons and build out.

f. Coordination with Water Demand Projections

The CONSULTANT shall coordinate with the AUTHORITY'S Garnet Valley Water System design consultant to ensure there is a balance in anticipated water demands, consumptive use and wastewater flows. This will be done as a comparative peer review to analyze the anticipated flows, peaking factors, diurnal flow patterns, and other contributing factors and that may affect the daily or seasonal flow demands in the collection system.

g. Interim Scenarios and Build-Out

The CONSULTANT shall review the anticipated growth patterns and land uses to estimate interim flow demands. These interim design flow demands will be utilized in design efforts of phasing and staging capital improvements and operational recommendations for the anticipated design life of the collection systems.

The CONSULTANT will document their finding and recommendation in a Technical Memorandum

(TM) to be included within the Predesign Report.

Deliverable

- Wastewater Flow Generation Draft TM
- Wastewater Flow Generation Final TM

7. CONCEPTUAL ALTERNATIVE ANALYSIS

CONSULTANT will identify up to three alternatives for meeting the project goal of returning the wastewater to the Colorado River. Several alternative concepts are identified below for project scoping purposes, but other concepts could be considered at the request of the AUTHORITY:

a. Muddy River Discharge

The CONSULTANT will provide concept-level (10% Design) evaluation for the Muddy River Discharge Alternative. This task includes consideration of treating the Garnet Valley sewage and conveying and discharging the effluent to the Muddy River. Ultimate Garnet Valley sewer flow developed in Task 6 and typical domestic sewage characterization will be used as the basis to estimate the effluent quality requirements to outfall to the Muddy River. A wastewater treatment process approach will be developed for discharge to the Muddy River, in accordance with NAC 445A. Wastewater treatment solids handling will be considered in the process approach. The alternative will include estimated piping from the northeast corner of the Service Area boundary near the Love's Truck Stop. The alignment from Love's Truck Stop to the Muddy River is approximately 25 miles. Constraints associated with the alignment will be identified.

b. Lift Station Conveyance to CNLV WWTP

The CONSULTANT will provide concept-level (10%) evaluation for Lift Station Conveyance to the CNLV WWTP Alternative. This task includes four (4) to six (6) lift stations and their respective force mains and outfall(s) to convey the Garnet Valley sewage to the CNLV WWTP. The ridgeline separating in-valley versus out-of-valley drainage basins will serve as the transition from forcemain pumped flows to gravity flow for the remaining distance to CNLV WWTP. A gravity outfall alignment will be evaluated from the basin ridgeline to the CNLV WWTP, for approximation purposes. Ultimate Garnet Valley sewer flow developed in Task 6 and typical sewage characterization will be used as the basis to evaluate this alternative.

c. Sewage Scalping

The CONSULTANT will provide concept-level (10%) evaluation for Sewage Scalping Alternative. This task includes consideration of inclusion of preliminary screening approach installed at four (4) to six (6) lift stations in order to utilize more energy efficient pumping units. Screening will require handling facilities and provision for frequent removal of screenings for landfill disposal. Screening estimates will be determined from published data. Evaluated screening equipment will be sized for ultimate flow at each of the lift stations.

Power, facility and site enhancements associated with sewage scalping at each of the lift stations will be evaluated.

The reduction of preliminary treatment solids handling at the CNLV WWTP will be discussed.

The concept evaluations will include:

- Route Confirmation Workshop

- Concept Level Basis of Design Criteria
- Pipeline Sizing Based on Ultimate Flows
- Alignment Exhibits
- Appurtenances
- Hydraulic Profile Based on Desktop Alignments and Ultimate Flows
- Permitting Table (NDOT, UPRR, BLM, CNLV, NVE, special provisions and crossing agreements)
- Potential Environmental Impacts to be considered
- Land Acquisition, Temporary and Permanent Easements, Access Grants (if any)
- Opinion of Probable Construction Cost (Class 5-order of magnitude for comparison)
- Life Cycle Cost analysis and comparison

The CONSULTANT will document findings and recommendations in a Technical Memorandum (TM) to be included within the Predesign Report.
Deliverable:

- Conceptual Alternative Analysis Draft TM
- Conceptual Alternative Analysis Final TM

8. COLLECTION SYSTEM CHARACTERIZATION

A collection system within the Service Areas will be required, regardless of chosen conveyance alternatives considered in Task 7. The extents of the system will be driven by land subdivisions, topography and project budget. The CONSULTANT will provide concept-level (10%) evaluation for Collection System associated with GVVWS in order to characterize the general extents of the collection system needed to serve the area and determine the extents of the system that can be included in the project. Based on the wastewater basins and trunk sewer strategy identified in Task 6, CONSULTANT will develop a budget-based prioritization for collection system and trunk sewer implementation.

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverables:

- Collection System Draft Technical Memorandum
- Collection System Final Technical Memorandum

9. CONSTRAINTS MAP

CONSULTANT will prepare a Constraints Map of the Project Area to depict natural or built features that must be avoided or incorporated in to the system design and may impact the configuration or routing of the proposed system. Features may include critical utilities, such as NVE Transmission and Kern River Gas Lines, topographic features, large flood control features (existing and proposed), flood hazard areas, sensitive or protected resource areas and elevations of existing collection system connection points. The Constraints Map will be updated periodically during planning to add new information. The data in the Constraints Map will be utilized in the preparation of technical memorandums and for decision making purposes.

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverable:

- Draft Constraints Map
- Final Constraints Map
- Updates to Constraints Map

III. PRELIMINARY ENGINEERING

10. ALIGNMENT STUDY

Routing through the service area from identified low point(s) to preferred outfall point will be accomplished in this task and result in a general layout of the proposed trunk sewers, forcemain(s) and lift station location(s) as applicable.

a. Collection System Backbone and Forcemain Layout

The CONSULTANT will prepare basin drainage layouts for the gravity collection system backbone to accommodate anticipated right-of-way and topography. The CONSULTANT shall identify and recommend locations for lift station sites and outfall discharge and consult with the AUTHORITY in a review workshop.

b. Pipe Depth Ranges and Implications

The CONSULTANT will review the range of pipe depth to minimize conflicts with other utilities and cost implications with regard to the gravity and pressurized piping in the wastewater system.

c. Lift Station Operating Pressure and Total Dynamic Head (TDH)

The CONSULTANT shall review the lift station locations and identify operating pressure for each lift station, including static head, friction and minor losses anticipated for each pumping system and evaluate the benefits and limitations of minimizing the number of lift stations versus higher operating pressures.

d. Pipeline Material and Sizing

The CONSULTANT shall evaluate and review available pipeline materials and diameters in regard to the following:

- Hydraulic benefit
- Corrosion Resistance
- Availability and Cost

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverable:

- Preliminary Alignment Study Draft TMPreliminary Alignment Study Final TM

11. PRELIMINARY GEOTECHNICAL SERVICES

CONSULTANT will provide a preliminary geotechnical desktop study and recommendations to assist with decision-making and cost estimating for Planning and Predesign. This task will include:

- Conduct data mining to locate publicly available geotechnical reports
- Review available geotechnical reports including GES in-house geotechnical reports.

- Review geologic literature and maps, published groundwater data, and available aerial photography and compile this information.
- Perform a site reconnaissance to observe existing site conditions.
- Prepare Technical Memorandum to include the results of the desktop study. The technical memorandum will include the following:
 - Site and project description including planned pipeline alignments and wastewater facility locations.
 - Site plan(s) showing the location of relevant explorations identified from review of available geotechnical reports in relation to planned pipeline alignments and wastewater facility locations
 - Summary of reviewed geotechnical reports including subsurface conditions and relevant laboratory data and exploration logs
 - Summary of geologic conditions
 - Summary of geologic hazards
 - Summarize geotechnical constraints identified through the Desktop Study
 - Identify preliminary data gaps and provide recommendations for Field Explorations (to be completed under Additional Services, if needed).

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverable:

- Preliminary Geotechnical Findings Draft TM
- Preliminary Geotechnical Findings Final TM

12. HYDRAULIC MODELING

CONSULTANT will build a hydraulic model for the proposed GVWWS using InfoSewer modeling software, to characterize the following items:

- Collection and Pumping
- Flushing Requirements
- Odor Control

The model will be based on the layout generated in the Alignment Study, existing topography, proposed finished grades (where known and available), design standards for pipe depth, material roughness factors, flow depth and velocity; flow factors and peaking factors identified in Task 6, peaking factors identified in Task 6, and will include the trunk sewers, lift stations and forcemains.

- Confirmation of pipe sizing to address flow velocities, flow depth and design capacity
- Identify tentative lift station locations sizes and flows
- Surge considerations
- Identification of odor concern areas

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverable:

- Hydraulic Modeling Draft Technical Memorandum
- Hydraulic Modeling Final Technical Memorandum

13. BASIS OF DESIGN AND STANDARDS

CONSULTANT will facilitate collaboration on design strategy and system characteristics that will culminate in Basis of Design for the PROJECT.

a. Wastewater Lift Station Training

- Using the Clark County *Lift Station Design and Construction Standards* as a guide, present 2 workshops for AUTHORITY and Stakeholder staff to establish common expectations and project goals
- Conduct a one day field visit to existing local wastewater lift stations for AUTHORITY and Stakeholder staff to gain additional exposure on lift station design, operations and maintenance

b. Engineering Design Standards

CONSULTANT will review the AUTHORITY'S Engineering Design Standards (EDS) Clark County *Lift Station Design and Construction Standards*, stakeholder design preferences, and state and federal requirements with the AUTHORITY'S PM and develop a project-specific basis of design. The CONSULTANT shall identify and recommend additional items and discuss with the AUTHORITY in a review workshop.

c. Basis of Design

The CONSULTANT will prepare the Basis of Design technical memorandum that will be used for the predesign and final design of the following facilities:

- Gravity Pipelines
- Forcemains
- Lift Stations

The CONSULTANT will prepare the criteria for the following design elements:

- Geotechnical
- Civil/Site Development
- Permitting and Right-of-Way
- Architectural
- Structural
- Mechanical
- Electrical
- Instrumentation and Controls
- Cathodic Protection

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverable:

- Basis of Design Draft Technical Memorandum
- Basis of Design Final Technical Memorandum

14. LIFT STATION PLANNING

The CONSULTANT will determine lift station site layouts and equipment types for future design. The CONSULTANT will provide predesign (30%) evaluation for each Lift Station. The predesign evaluations for each Lift Station site will include:

- Civil: Preliminary layout of applicable civil site features including footprints of building and below grade structures, transient-surge protection facilities, access roads, walkways, access points, gates, security, facility screening, rough grading, stormwater runoff and protection.
- Structural: building layout, loading assumptions, preliminary sizing of floors, walls, suspended slabs, partitions, columns, beams. Develop floor plans based on interior space and room layout (equipment storage, maintenance, restroom, janitorial, etc.) Code review and identification (see permitting requirements below).
- Mechanical-Pumps: Hydraulics and hydraulic modeling coordination, Flow steps (# of pumps), pump control valves, isolation valves, coordination with pump, motor and drive suppliers, constant or variable speed, preliminary pump curve selection, pump intake requirements, wire-to-water efficiency, horsepower, suction and discharge piping layout, materials selection, surge control, protective coatings and linings. Develop facility floor plans and sections.
- Mechanical-Building (as applicable): HVAC, potable water requirements, process water, wastewater, fire protection, operation and maintenance facilities, storage, compressed air systems, cranes and hoists. Develop floor plans and sections.
- Electrical: Develop Power Distribution Functional Diagram. Identify and layout operational voltages, switchgear configuration, redundancy, and sole-source items, service outlets/voltages, lighting. Pump motor coordination, selection, and control. Determine electrical room layout needs, battery room. Develop plans and sections.
- Controls: develop process and instrumentation diagrams (P&IDs), develop control strategies, coordinate instruments and PLC's, coordinate equipment monitoring and alarm needs, identify preferred or sole source equipment. Coordinate and develop security strategies (cameras, door switches, alarms).
- Yard piping and appurtenances (plan view)
- Forcemains: Parallel installation, sizing, phasing, operation including pigging stations
- Emergency Storage: Wet well storage, emergency storage and operation
- Flow Metering: Determine flow ranges, type of meter(s), control equipment, vault or building needs, structural, electrical, mechanical.
- Cathodic Protection, protective coatings, materials selection
- Identify permitting requirements (both site requirements and building requirements, applicable codes)
- Identify land acquisition needs
- Opinion of Probable Construction Cost will be provided in Task 26
- Odor Control will be evaluated in Task 16

The CONSULTANT will document their finding and recommendation in a Technical Memorandum (TM) to be included within the Predesign Report.

Deliverable:

- Lift Station Draft TM
- Lift Station Final TM

15. SEWER OUTFALL SYSTEM

a. Trunk Sewer Alternatives

CONSULTANT will develop trunk sewer alternatives from the Service Area to the final outfall point. For the purposes of this scope, two trunk sewer alignments are considered: Las Vegas Boulevard and Hollywood, but others may be studied at the request of the AUTHORITY.

Prepare a trunk sewer alignment evaluation to include the following:

- Length of pipeline to point of connection
- Forcemain discharge structure including location, size, odor control, operations as applicable
- Evaluation of downstream system capacity and connection point(s) based on phasing and buildout
- Pipeline diameter and slope
- Pipeline material alternatives
- System Constraints of major flood control, right-of-way, and other features in the alignment(s)
- Identify permitting requirements
- Identify land acquisition needs
- Opinion of Probable Construction Cost (Class 5-for order of magnitude comparison)
- Odor Control will be evaluated in Task 16

The CONSULTANT will document findings and recommendations in a Technical Memorandum (TM) to be included within the Predesign Report.

Deliverable:

- Sewer Outfall System Draft TM
- Sewer Outfall System Final TM

16. ODOR CONTROL

CONSULTANT will analyze the system to identify locations and conditions affecting odor generation and corrosion. The task is divided to three parts: collection, lift stations, and trunk sewer systems. The following summary provides for odor and corrosion control efforts on the preliminary design along these alignments.

- a. Collection - Develop the overall approach for corrosion control systems based on system layout, hydraulics, land uses and phasing issues. Determine pretreatment required for specific land uses or if connecting an existing development to the system, including odor control prior to discharge to the public wastewater collection system.
- b. Lift Stations - Evaluate the need and size of foul air treatment at each of the lift station locations including sized and phased approach and required footprint to accommodate full build-out.

- c. Trunk Sewer – Evaluate impacts of aging wastewater and recommend odor control measures in the outfall trunk sewer based on slopes, flow velocity, turbulence, adequate air flow and locations of chemical dosing.
- d. Based on information available, with consideration to future developments and remaining data gaps, determine a least and most conservative odor control approach for the entire system. Provide proposed chemical dosing locations. Develop details to illustrate concepts not covered in SNWA standards. Outline the main risks that could impact the odor and corrosion control approach, the potential impacts of these risks, and what may be done to address them.

The CONSULTANT will document findings and recommendations in a Technical Memorandum (TM) to be included within the Predesign Report.

Deliverable

- Odor Control Draft TM
- Odor Control Final TM

IV. POWER, COMMUNICATIONS AND SECURITY

17. ELECTRICAL POWER AVAILABILITY

CONSULTANT will characterize power needs for the project and determine if offsite power improvements are required for the system. CONSULTANT, through AUTHORITY, will collaborate with NV Energy and Colorado River Commission and will provide:

- Estimate primary and back-up power for each of the lift stations based on build out sewer flows based on coordination with AUTHORITY and stakeholders regarding operational voltages, switchgear configuration and redundancy.
- Coordinate with utility provider(s) to determine power availability (supply voltage, anticipated loads, reliability/redundancy, substations, transformers, power factor).
- Determine and document process and schedule for obtaining power service for the project.

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverables:

- Electrical Power Availability Draft TM
- Electrical Power Availability Final TM

18. COMMUNICATIONS-SCADA AND TELEMETRY

a. SCADA Design

The CONSULTANT will facilitate a SCADA Design Standards and Communication Concepts workshop to review and confirm understandings of AUTHORITY/City instrumentation, control and SCADA standards. The workshop will present and discuss communication alternatives to be considered for monitoring and control for the GVWS facilities.

b. Telemetry Design

The CONSULTANT will consider fiber optic, radio, and cellular technology options and will develop a cost effective plan to implement communications to maintain control and monitoring of

the system. Evaluation of options will include desktop feasibility analysis of up to 4 potential radio propagation paths.

Evaluation will consider utilizing existing AUTHORITY assets and coordination with other agencies. The CONSULTANT will prepare control system network diagrams, process and instrumentation diagrams (P&IDs) and preliminary control narratives for the Project.

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverables:

- Communications-SCADA and Telemetry Draft Technical Memorandum
- Communications-SCADA and Telemetry Final Technical Memorandum

19. SECURITY & EMERGENCY PREPAREDNESS

Utilizing the principles of Emergency Response Planning and AWWA G430 as a guideline, CONSULTANT will assist AUTHORITY in determining appropriate security improvements to construct with the project. This task includes:

- Determination of current AUTHORITY and/or City security practices and emerging needs
- Preparation of a risk assessment for the service area and proposed facilities
- Based on identified risks, recommend security systems and features for implementation to provide adequate protection and resilience.
- Finalize selection of security measures to be incorporated in the project and determine budgetary estimate

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverables:

- Security & Emergency Preparedness Draft Technical Memorandum
- Security & Emergency Preparedness Final Technical Memorandum

V. ROW, UTILITIES, NEPA, PERMITTING

20. RIGHT-OF-WAY

The CONSULTANT will provide right-of-way (ROW) planning, research, mapping and analysis to determine the ROW acquisition needs and schedule for the facilities within the Service Area and the selected Outfall Sewer alignment. For the purposes of task budgeting, the CONSULTANT makes the following assumptions:

- BLM Records Research: CONSULTANT will budget up to 80 hours for research of BLM's realty records.
- Obtain and Review Title Reports: CONSULTANT will budget for obtaining and reviewing up to 60 preliminary title reports to determine existing encumbrance on privately owned parcels.
- Public Right-of-Way: Obtain and review available road right-of-way and easement data in areas where alignments are being studied within the service area. Public information resources (County, State and Federal websites and/or offices) will be utilized to obtain the data.
- ROW, Easement and Encumbrance Mapping: Add linework for grants, easements and other rights discovered during BLM research, title report review and roadway document review.

- Right-of-Way Map: Prepare map depicting where ROW is needed based on 30% Design Plans.
- Right-of-Way Vesting: CONSULTANT will collaborate with AUTHORITY and City to determine in which agency's name the ROW will be vested, what types of property rights need to be acquired for different types of facilities (i.e. permanent easement, temporary easement, fee title, federal grant, etc.) and to determine if interlocal agreements or other mechanisms, such as quitclaims deeds, need to be prepared to allow the AUTHORITY to construct facilities and the City to ultimately own and operate the facilities.

Deliverables:

- Draft 30% Design Right-of-Way Map
- Final 30% Design Right-of-Way Map

21. UTILITY COORDINATION PLAN

Following receipt of the utility data requested in Task 4, CONSULTANT will compile existing utility data for use in planning phase. For the outfall area described in Task 15, it is assumed that two major corridors will be studied and existing utilities data set will be built for those two corridors. CONSULTANT will provide utility coordination services as follows:

- Provide project description and general schedule to the utilities known to be in the project area, including City and County franchisees
- Determine if there are any planned upgrades or new facility construction in the project area
- Obtain information about requirements for improvements near utilities, utility rights-of-way documentation, approval processes and timelines for relocations, if needed.
- Provide Utility Coordination Plan for PROJECT design period.
- Include up to 20 meetings with utility companies during the planning phase, including meeting note preparation.

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverables:

- Draft Utility Coordination Plan
- Final Utility Coordination Plan

22. NEPA PERMITTING AND ENVIRONMENTAL SUPPORT

The GVWWS traverses lands under the jurisdiction of the US Bureau of Land Management (BLM). This requires applicants to submit a right-of-way (ROW) grant application (SF-299), a Plan of Development (POD) in compliance with the Federal Land Policy and Management Act (FLPMA), and, only at BLM's direction, an environmental document as the means of obtaining compliance with the National Environmental Policy Act (NEPA). This task assumes that a Determination of NEPA Adequacy (DNA) document will be required. If BLM determines an Environmental Assessment (EA) rather than a DNA is the appropriate level of NEPA documentation, additional work can be performed at the AUTHORITY'S request under additional services.

CONSULTANT will collaborate with and support the AUTHORITY'S staff in coordination with BLM and other federal agencies in identifying project requirements under NEPA.

a. Plan of Development (POD)

After selection of preferred project alternative, CONSULTANT will prepare a POD and

companion Right-of-Way Application as the first step in the BLM environmental process. A POD thoroughly describes the project from the initial construction phase through termination and rehabilitation of the public land. BLM determines the level of NEPA documentation and resources to be evaluated in detail based on their review of the POD.

b. BLM Initial Coordination

Conduct a project start-up meeting with the BLM to discuss the DNA process and review times, and to ensure special concerns of the agency are included and addressed in the DNA (it is assumed that field investigations would only be required for biological and cultural resources).

c. Baseline Inventory

Compile a baseline inventory of existing environmental conditions for the resources detailed in Table 1. Table 1 also includes the key issue(s) to be addressed as likely to be identified by the BLM, and the primary data sources for preparing the report.

Table 1 Resources for Baseline Inventory

Resource	Key Issue(s)	Primary Data Sources
Geotechnical resources (geology and soils)	Erosion and slope stability	BLM's Las Vegas In-Valley Area Multi-Action Analysis EA and Apex Area Multi-Action Analysis EA
Hydrologic resources (surface and ground water hydrology)	Runoff and groundwater supply	
Air quality	Fugitive dust and particulate emissions from construction operations	Same as above
Hazardous and solid wastes	Construction spills, pond water management	Same as above
Land Use and Recreation	Increased use and recreational capacity	Same as above
Transportation	Local traffic	Same as above
Aesthetic resources	N/A	Same as above
Socioeconomics	N/A	Same as above
Environmental Justice	N/A	Same as above
Biological resources	Threatened, Endangered, and other sensitive species	Surveys conducted concurrently for desert tortoise surveys, birds, and rare plants. Work will be completed in a single survey period using parallel pedestrian transects spaced at 10-meter intervals. An Append to USFWS-BLM's Programmatic Biological Opinion will be prepared.
Cultural resources	Archaeology, history, and Native American resources)	Field investigation and cultural resource reports prepared by NewFields for the prior EA. Assumes that BLM would prepare letters for Native American consultation if they determine consultation warranted.

d. Impact Assessment and Mitigation Planning

Potential impacts of the proposed project will be assessed for each resource of concern and key issue(s) presented in Table 1. Mitigation measures that could reduce, avoid, minimize, rectify, or compensate for potential impacts will then be identified and proposed.

e. Prepare Draft DNA

A draft of the DNA will be prepared for concurrent review by client representatives and the BLM. Resource specialists will prepare individual resource sections, which will be compiled, reviewed and edited by project management personnel. Project management staff will prepare non-resource sections, such as purpose and need, project description, and alternative descriptions. It is assumed that only the proposed project and the no-action alternative will be assessed in the document and that the Project Engineer may be asked to provide a discussion of alternatives considered but eliminated from detailed consideration and the rationale for their elimination.

The DNA will be prepared as an update to two Environmental Assessments: the Las Vegas In-Valley Area Multi-Action Analysis (DOI-BLM-NV-S010-2016-0054-EA), and the Apex Area Multi-Action Analysis (DOI-BLM-NV-S010-2019-0070-EA).

Field surveys of resources or preparing technical reports can be provided under Additional Services, if required by BLM and at the request of the AUTHORITY. It is assumed that additional coordination with the BLM, additional consultation with BLM and other agencies, as well as preparation of Final DNA will be part of the Final Design scope of work.

Deliverables:

- Draft POD and SF 299 Right of Way Application
- Final POD and SF200 Right of Way Application
- Draft DNA

23. PERMITTING

Impacts of permitting on project schedule and determination of permitting requirements for the selected alternative is the focus of this task.

- Preliminary Permit Research and Identification- Obtain preliminary permitting information in support of various tasks in the Scope of Work, to assist with determination of preferred project alternatives and impacts of permitting on the project schedule.
- Permit Matrix – Update and expand the preliminary permit list and prepare an overall project permit matrix for the selected alternative shown in the 30% Design Drawings. The permit matrix will provide the name of permit or required jurisdictional review; a short description of permit and application process required; description will include estimate of review/processing time by issuing agency. Research will be conducted primarily on-line and with phone calls as needed. Up to 30 separate federal, state, local and UPRR permits are anticipated to be researched and included in the overall project permit matrix.

The CONSULTANT will document findings and recommendations in a Technical Memorandum to be included within the Predesign Report.

Deliverables:

- Draft Permit Matrix

- Final Permit Matrix

VI. OPERATIONS & MAINTENANCE

24. GENERAL OPERATIONS & MAINTENANCE GUIDELINES

Future operations and maintenance for the GVVWS will be the focus of this task. The CONSULTANT will assist the AUTHORITY with advising the City of North Las Vegas on the following types of issues:

- Consideration for remote area operations, staffing and monitoring
- Wastewater Lift Station maintenance personnel-staffing levels and certifications
- Wastewater Lift Station maintenance equipment
- Regulatory Permitting
- System flushing, operation
- Emergency response planning
- Other questions and issues

VII.CONSTRUCTION COST, PHASING AND DELIVERY

25. OPINION OF PROBABLE CONSTRUCTION COST-30% DESIGN

The CONSULTANT will prepare a predesign level Opinion of Probable Construction Cost (OPCC) for the 30% Design. The OPCC will be prepared following AACE International and the AUTHORITY'S estimating guidelines.

- a. The CONSULTANT will document their findings and recommendations in a Basis of Estimate (BOE) Technical Memorandum (TM) to be included within the Predesign Report. The BOE TM will contain the following elements:
 - Project Description
 - Summary of Costs
 - Estimate Certainty Level
 - Unit Price Resources
 - Estimate Scope Overview
 - Estimate Exclusions
 - Estimate Assumptions
 - Estimate Allowances
 - Construction Labor and Equipment
 - Materials
 - Construction General Conditions
 - Sales Tax
 - Bonds and Insurance
 - Escalation
 - Engineering and Construction Contingency

Deliverables:

- Basis of Estimate
- Draft OPCC-30% Design
- Final OPCC-30% Design

26. CONSTRUCTION DELIVERY METHOD

The CONSULTANT will prepare a recommendation on project delivery methods for the project, including design-bid-build (DBB), design-build (DB) and construction-manager-at risk (CMAR) and other methods that may be advantageous to the AUTHORITY. Analysis will include discussion on cost, risk, schedule and innovation impacts.

The CONSULTANT will document their finding and recommendation in a Technical Memorandum (TM) to be included within the Predesign Report.

Deliverables:

- Construction Delivery Method Draft TM
- Construction Delivery Method Final TM

27. CONSTRUCTION PACKAGING, PHASING AND SCHEDULE

- a. The CONSULTANT will prepare construction packaging, phasing and schedule recommendation. The CONSULTANT will assist the AUTHORITY in naming specific construction packages with unique contract numbers for future procurement; identify phasing on contracts and update overall construction schedule.

The CONSULTANT will document their finding and recommendation in a Technical Memorandum (TM) to be included within the Predesign Report.

Deliverables:

- Construction Packaging, Phasing and Schedule Draft TM
- Construction Packaging, Phasing and Schedule Final TM

VIII. PREDESIGN REPORT

28. PREDESIGN REPORT

The CONSULTANT will have performed studies and developed TMs as a result of the tasks performed during the Planning and Predesign Phase. To document the status of the Predesign, prior to embarking to the final design phase, a Predesign Report will be prepared by the CONSULTANT. The CONSULTANT will submit a Predesign Report, which summarizes the relevant data, contains basic information and any special data and information, and raises critical issues related to the project design. Appended to the Predesign Report will be the Project Risk Registry as well as all of the Preliminary Design Phase TMs. This document will enable reviewers to have a complete understanding of the process leading to the recommended design and allow for a thorough review of the Predesign Report and 30% Design Drawings.

Deliverables:

- Draft Predesign Report (PDF)
- Final Predesign Report (PDF)

29. 30% DESIGN DRAWINGS

CONSULTANT will prepare 30% Design Drawings for the Project. For the purposes of this scope and estimate, it is assumed that the following facilities will be included:

- a. LIFT STATIONS & FORCEMAINS: To include Drawings prepared in Task 14 (estimating 4 sites, with approximately 60 drawings each).

- b. OUTFALL SEWER: To include Plan and Profile Drawings for preferred alternative from Task 15 at an estimated drawing scale of 1"=40'. (Length of approximately 45,000 LF, to include approximately 70 drawings, including 20 Horizontal Control Plan drawings at 1"=100')
- c. COLLECTION SYSTEM TRUNK SEWERS: To include Plan and Profile Drawings for preferred alternative from Tasks 10 and 12 at an estimated drawing scale of 1"=40'. (approximately 35,000 LF, to include approximately 55 drawings, including 18 Horizontal Control Plan drawings at 1"=100')
- d. COLLECTION SYSTEM: To include Plan Drawings only for collection system from Tasks 10 and 12, showing pipe lengths, diameters, slopes, manhole diameter, manhole elevations and manhole diameters. (approximately 40 miles or 211,000 LF, to include approximately 90 drawings at 1"=100' scale. Horizontal Control Plans will not be prepared for these areas until final design.)

Drawing Deliverables:

- Draft 30% Design Drawings
- Final 30% Design Drawings

30. SUPPLEMENTAL SERVICES

This task is unallocated budget that is not available to the CONSULTANT to expend. A budget is provided to address potential additional tasks that were not included in the original Scope of Work because of uncertainty about the quantity of work or cost.

Upon written direction by the AUTHORITY, budgets may be transferred between this Task and other Tasks to account for additional work activities or adjustments to other Work Activities, which may include:

- Additional Surveying and Mapping
- Additional Planning Services
- Additional Engineering Analysis and Design
- Additional Hydraulic Modeling
- Geotechnical Exploration
- Additional NEPA Support and Analysis
- Additional Right-of-Way Research and Support
- Additional Utility Coordination
- Additional meetings and coordination with outside agencies
- Subsurface Utility Engineering

EXHIBIT D
BASIS OF COMPENSATION AND
SCHEDULE

Payment Schedule

1. Payment.
 - a. Payment for Consultant Services.
 - i. Payment for reimbursable services rendered in accordance with the Agreement shall be made at the sole discretion of the AUTHORITY.
 - ii. CONSULTANT shall be entitled to payment for the actual hours worked times direct salary cost times a multiplier of 3.15 for Cost Reimbursable Activities ("Consultant Services Payment").
 - iii. CONSULTANT shall be entitled to SUBCONSULTANT markup of 5%.
 - iv. Consultant Services Payment includes all costs to accomplish the work including administration and overhead, fringes, quality control, direct costs and profit.
 - b. Travel Costs. Travel costs shall be reimbursed in accordance with the AUTHORITY's Travel Policy, attached as Exhibit B to the Agreement.
 - c. The final amount paid for work completed by the CONSULTANT, whether performed by CONSULTANT or a Subconsultant, shall not include unspent budget remaining under these Cost Reimbursable Activities.
2. Hourly Rates:

GCW	Pay-Grade Hourly Rate
Principal	\$315 - \$400
Associate	\$245 - \$315
Supervising Engineer/Land Surveyor	\$215 - \$275
Senior Project Manager/Engineer/Surveyor	\$175 - \$225
Project Engineer/Land Survey	\$120 - \$175
Supervising Designer	\$145 - \$175
Senior Designer	\$110 - \$150
EI2	\$100 - \$140
EI1	\$90 - \$130
Project Coordinator	\$95 - \$135
Processor	\$70 - \$95
Party Chief	\$95 - \$145
Instrument Operator	\$60 - \$95

RATES AND FEES

Project Management	\$1,116,244.67
Project Definition	\$1,578,141.03
Preliminary Engineering	\$1,237,695.78
Power, Communications and Security	\$155,155.49
ROW, Utilities, NEPA, Permitting	\$830,206.45
Operations & Maintenance	\$42,379.49
Construction Cost, Phasing and Delivery	\$147,376.48
Predesign Report/30% Design	\$2,389,318.43
SUBTOTAL	\$7,496,517.82
Contingency 5%	\$374,826.18
TOTAL	\$7,871,344.00

EXHIBIT B
TRAVEL EXPENSE REIMBURSEMENT POLICY

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

AUTHORITY shall reimburse CONSULTANT 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 AUTHORITY.
- Additional Fees: The AUTHORITY will not reimburse for convenience charges to include, but not limited to, charges for early boarding, assigned seating, or seat upgrades.

2. Lodging

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

3. Ground Transportation

- 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 AUTHORITY business is reimbursable.
- Mileage: CONSULTANT shall invoice AUTHORITY for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by AUTHORITY.

4. Meals and Incidentals

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

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

- 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 AUTHORITY business are reimbursable.
- Internet connection fees if required for AUTHORITY business are reimbursable.

5. Tips

- Tips of any nature are not reimbursable.

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

July 15, 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 an agreement between HDR Engineering, Inc., and the Authority to provide preliminary engineering design services on the Garnet Valley Water Transmission System Project for an amount not to exceed \$6,454,639.

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 Transmission System (Project). The Project, as generally shown on Attachment A, will provide water service to Garnet Valley that will serve current and future water demands.

On March 1, 2021, the Authority issued a request for qualifications soliciting proposals for professional engineering design services for this Project. On March 22, 2021, five responsive proposals were received, which were then reviewed by an evaluation committee (Committee) comprised of employees of the Authority and its purveyor members. Interviews with the three highest rated firms were then initiated by the Committee on April 19, 2021, which evaluated criteria including personnel, experience and qualifications, experience with projects of similar size and scope, and the understanding of, and approach for, the Project. Based on the results of the Committee evaluations, HDR Engineering, Inc. (HDR), is considered the top-ranked applicant and staff recommends the selection of HDR for this portion of the Project.

If approved, the attached Agreement to Provide Professional Services would provide the terms and conditions necessary for HDR to complete the preliminary design of the Project. Additional agreements for final design services and design support services during construction will be necessary for this Project and will be brought to the Board in the future for approval.

This agreement is being entered into pursuant to NRS 332.115(1)(b) and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

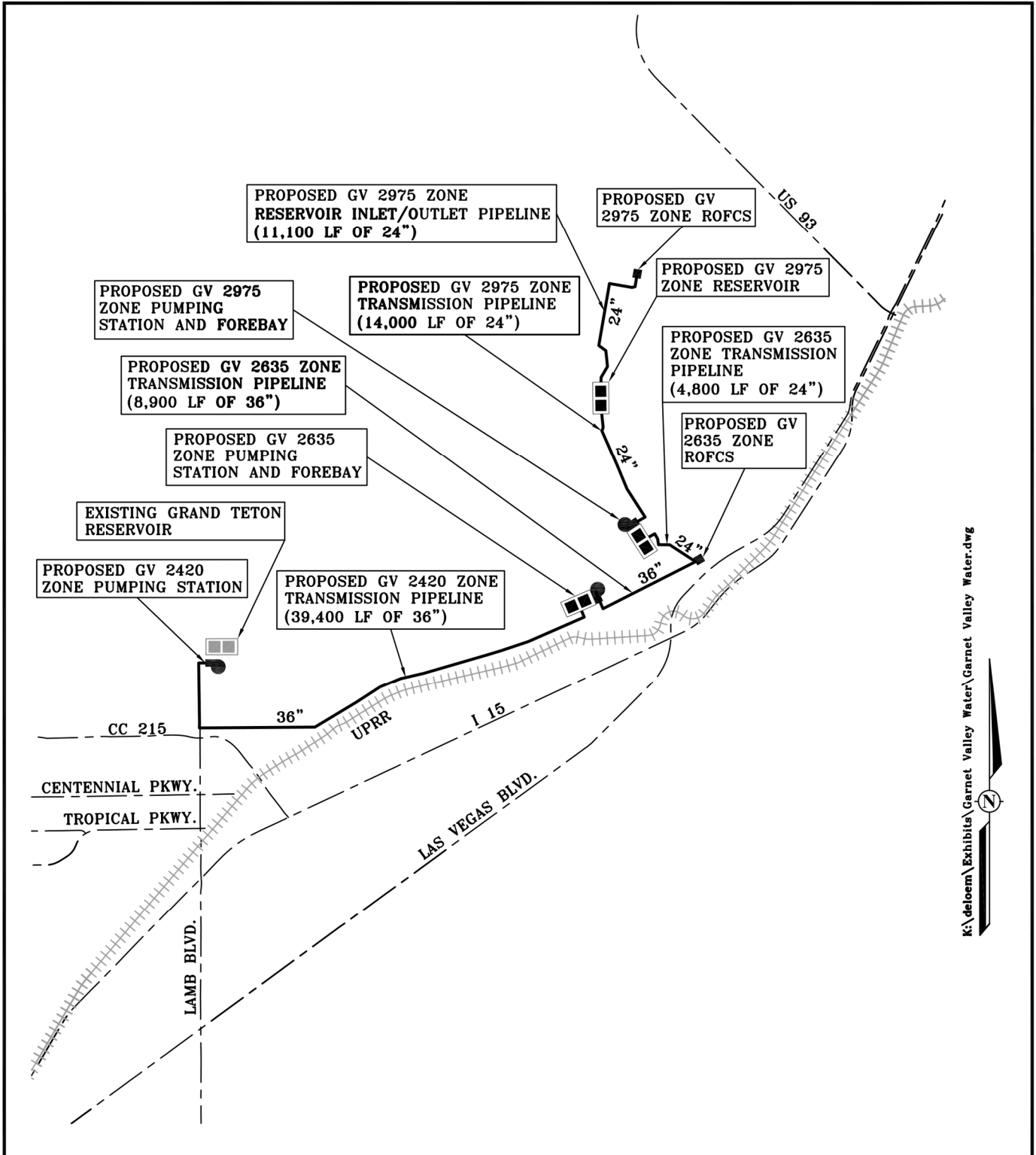
JJE:DJR:PJJ:RCP:kd
Attachments:
Disclosure, Exhibit, Agreement

AGENDA
ITEM #

9

ATTACHMENT A

CONCEPTUAL ROUTE MAP



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SOUTHERN NEVADA WATER AUTHORITY
CONCEPTUAL ROUTE MAP

GARNET VALLEY WATER TRANSMISSION SYSTEM

DRAWN BY

MSD

DATE

4/6/2021

SCALE

NONE

PROJECT NO.

3257S

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
<input type="checkbox"/> Other						
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 47						
Corporate/Business Entity Name: HDR Engineering, Inc.						
(Include d.b.a., if applicable) HDR						
Street Address:		6750 Via Austi Pkwy #350		Website: www.hdrinc.com		
City, State and Zip Code:		Las Vegas, NV 89119		POC Name: Craig Smart		
				Email: craig.smart@hdrinc.com		
Telephone No:		(702) 938-6000		Fax No: (702) 938-6060		
Nevada Local Street Address:		6750 Via Austi Pkwy #350		Website: www.hdrinc.com		
(If different from above)						
City, State and Zip Code:		Las Vegas, NV 89119		Local Fax No: (702) 938-6060		
Local Telephone No:		(702) 938-6000		Local POC Name: Craig Smart		
				Email: craig.smart@hdrinc.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)
HDR is an employee owned corporation.		
No employee owns more than 1% company stock.		

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 completed disclosure form.

Craig Smart Signature		Craig Smart, PE Print Name
Associate Vice President/Managing Principal		March 3, 2021
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
Scott Jauch, EIT (Ann Arbor, MI)	Peter Jauch, SNWA Director of Engi	Son	Engineering

* 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:



Signature

Ryan Pearson

Print Name
Authorized Department Representative

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between HDR ENGINEERING, INC., 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 subject to CONSULTANT's ordinary standard of professional care. 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 all Services authorized by AUTHORITY to be performed are completed by CONSULTANT, unless terminated in accordance with the terms of this Agreement. This Agreement may not extend more than seven years from the Effective Date. 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 in accordance with this Agreement.
- 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 \$6,454,639.00.

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, or by approved subconsultants of CONSULTANT. 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 applied at the same time and locality of the project under similar circumstances.

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 negligent 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 in accordance with the foregoing standard of care.

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 to the extent caused by CONSULTANT's negligent performance or failures to perform under this Agreement.

5.5. Upon payment of undisputed amounts, 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. INTENTIONALLY DELETED.

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 negligence, negligent errors, negligent 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, negligent errors, negligent 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, subject to CONSULTANT's compliance with its ordinary standard of professional care.
- 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, all 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. 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 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.

18.2. 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. Upon request of AUTHORITY, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement redacted for pricing and employee information that is not necessary for AUTHORITY to verify CONSULTANT has satisfied the insurance requirements of this Agreement.

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 30 calendar days' prior notice to AUTHORITY for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 30 days' prior notice.

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 per accident 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. If applicable to the Services, 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 15 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 in accordance with the mutually agreed to project schedule. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT may furnish 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. During the course of this Agreement, CONSULTANT will create, receive or have access to the AUTHORITY's Facility Information. Facility Information means drawings, maps, plans or records that reveal the AUTHORITY's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the AUTHORITY. Facility Information is deemed to be Confidential Information of the AUTHORITY.

24.2. CONSULTANT shall:

24.2.1. Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

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

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

24.2.4. Use and disclose Facility Information solely and exclusively for the purposes for which the Facility Information, or access to it, is provided pursuant to the terms and conditions of this Agreement;

24.2.5. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the AUTHORITY without the AUTHORITY's prior written consent; and

24.2.6. Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the AUTHORITY's prior written consent. Authorized Persons means CONSULTANT's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable CONSULTANT to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement.

24.3. Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by CONSULTANT or by the AUTHORITY to the extent that CONSULTANT has access to the AUTHORITY's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.

24.4. CONSULTANT shall:

24.4.1. Notify the AUTHORITY of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the engineer and contractor Type becomes aware of it, by telephone at the following number: 702-822-8390 and by email to james.curbeam@lvvwd.com and brent.gunson@lvvwd.com, with a copy by email to the AUTHORITY's contacts listed in the Notices Section below;

24.4.2. At its own expense, coordinate and fully cooperate with the AUTHORITY in the AUTHORITY's handling of the matter;

24.4.3. Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;

24.4.4. Maintain and preserve all documents, records, and other data related to any Security Breach; and

24.4.5. Reimburse the AUTHORITY for all actual costs incurred by the AUTHORITY in responding to and mitigating damages caused by any Security Breach.

24.5. CONSULTANT acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the AUTHORITY irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the AUTHORITY is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the AUTHORITY may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

24.6. 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.

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

25. RECORDS:

CONSULTANT shall retain financial and other records related to this Agreement for six years after the completion or termination of this Agreement, and shall make available to 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: HDR ENGINEERING, INC.
Attention: David Ogden
6750 Via Austi Parkway, Ste 350
Las Vegas, Nevada 89119
David.Ogden@hdrinc.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Ryan Pearson
P.O. Box 99956
Las Vegas, Nevada 89193-9956
ryan.pearson@snwa.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 ensure contract compliance at the discretion of AUTHORITY. CONSULTANT agrees to provide AUTHORITY any and all information requested that relates to time-based fees or reimbursable expenses invoiced to AUTHORITY under 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 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

43. COMPANIES THAT BOYCOTT ISRAEL:

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

44. ELECTRONIC SIGNATURES:

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

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

HDR ENGINEERING, INC.

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES
FOR THE
GARNET VALLEY WATER SYSTEM PRELIMINARY DESIGN

INTRODUCTION

The Southern Nevada Water Authority continues to assess its existing regional water system needs and proposes projects necessary to meet future demands. The regional water system requires new, additional facilities to provide the capacity for new demands while maintaining or improving existing service levels for customers.

One such area requiring increased capacity is the Apex Industrial Park, one of Southern Nevada's largest industrial parks located in Garnet Valley in North Las Vegas. The 16-parcel industrial park includes more than 11,000 acres and is attracting technology and manufacturing-based businesses in need of a new water system. When completed, the Garnet Valley Water System will support the water needs of the Apex Industrial Park. The Project is anticipated to include water pipelines, pumping stations, a reservoir, rate of low control stations, fiber optic supervisory control and data acquisition (SCADA) communications for the water system, power supply infrastructure, and associated appurtenances. This exhibit describes the CONSULTANT's Scope of Work for the Project.

PROJECT DESCRIPTION

The Project is generally located in City of North Las Vegas jurisdiction, in the northeastern portion of the Las Vegas Valley and within the Apex Industrial Park. The water system is anticipated to include the following system components:

- 15 miles of pipeline, 24 inches to 36 inches in diameter and appurtenances
- 1 reservoir (4 million gallons)
- 3 pumping stations, two with a capacity of 20 million gallons per day (MGD) and one with capacity of 7 MGD. Evaluation of tying into Lamb Pumping Station instead of new pumping station at Grand Teton Reservoir Site.
- 2 forebays
- 3 rate of flow control stations (ROFCS), 20 MGD total
- Electrical, instrumentation, telemetry and controls for the water facilities with fiber optics and/or radio communication locally within the Garnet Valley Water System

In addition, an independent bid procurement process will be performed that will package the design and specifications needed for the pipeline construction activities prior to the release of the items described above and as further described in the various Tasks outlined below.

STANDARDS

The Project will be designed in accordance with the following local, state, and federal adopted standards and procedures, unless indicated otherwise. The standards of design include:

- Engineering Design Standards
- Southern Nevada Water Authority Treatment and Transmission Facility Program Management Plan and Procedures
- AWWA Standards; AWWA Manual of Water Supply Practices
- Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District
- City of North Las Vegas Water Service District Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County Nevada
- Uniform Standard Specifications for Public Works' Construction Off-site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works Construction Off-site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Nevada Department of Transportation (NDOT), Standard Plans and Specifications for Road and Bridge Construction
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada

PROJECT ASSUMPTIONS

Project assumptions relevant to this Scope of Services include:

- Preliminary engineering and services activities in this Scope of Work are intended to define the pipeline alternative alignments and support environmental permitting and federal right-of-way acquisition. The CONSULTANT anticipates continuing to provide design and consulting services through Final Design as well as for Bid Phase and Services during Construction under future Agreements.
- Preliminary design drawings to be submitted will be in conformance with the Authority's AutoCAD & Design Detail Standards, which include, but are not limited to, layer naming conventions, line types, line weights, colors, fonts, text styles and blocks. The CONSULTANT will develop the following for the pipeline alignment:
 - Horizontal plan exhibits (horizontal scale 1" = 40 ft)
 - Vertical profile and HGL exhibits (vertical scale 1" = 4 ft)
 - Select cross-sections and details of special crossings and/or construction defining utility clearances and separation requirements
- The CONSULTANT shall be entitled to reasonably rely upon the information and data provided by the Authority or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Scope of Services.
- The opinions of probable construction costs (OPCCs) will be prepared in accordance with AACE International Standards and review of recent bid tabs for similar work in the Las Vegas Valley. Consultant's opinions, recommendations and assessments are limited by a) the accuracy and completeness of information upon which it may reasonably rely, b) schedule constraints or scope limitations, c) unknown or variable site or other conditions, d) other factors beyond CONSULTANT'S control. Any estimates as to construction costs are limited by the lack of control over financial and/or market conditions, including the future price of labor, materials, and prospective bidding environments and procedures. CONSULTANT does not warrant the accuracy or completeness of its Services to the extent impacted by these limitations and the Authority should limit its reliance on the Services in like manner.
- Preliminary design of any offsite roads or water/sewer utilities are considered supplemental services.

PURPOSE

The purpose of Exhibit A is to establish the scope for the following:

- Project Management - Services related to managing the project
- Planning - Services related developing conceptual alignment and infrastructure siting
- Environmental Services – Services related to environmental review and support of federal right-of-way acquisition.
- Preliminary Design Services - Services related to preparation of preliminary design for the improvements

SUBCONSULTANTS

The following Subconsultants contracted through the CONSULTANT will be employed for various functions of the Project delivery:

- Geotechnical Engineer: Ninyo and Moore
- Potholing: KCI
- Surveying: GCW
- Environmental: SWCA
- Tunneling: Brierley Associates

The Authority will be notified of any changes or additions.

SCOPE OF SERVICES

Task 1. PROJECT MANAGEMENT

1.1 Project Management and Coordination

CONSULTANT will:

- Monitor project status, budget, and scheduling
- Oversee the work performed by the subconsultants

- Prepare monthly invoices and progress reports
- Schedule progress meetings
- Perform quality assurance/quality control (QA/QC) activities
- Coordinate Project related items with Authority staff
- Monitor the work performed to be in compliance with this Agreement

Deliverables:

- Monthly Invoice and Progress Report

1.2 Project Management Plan and Kick-off Meeting

CONSULTANT will:

- Prepare a Project Management Plan (PMP) for distribution to Authority and CONSULTANT project team members. The PMP will consist of the project scope, schedule, deliverables, safety plan, and list the members of the project team with addresses, telephone numbers, and email addresses.
- Conduct a project kick-off meeting with Authority Project Management staff. The kick-off meeting is intended to introduce key Project personnel, define areas of responsibilities and communication protocols, review the Scope of Services and schedule for the Project, review the timing and intent of Project deliverables, review procedures and schedules, establish procedures for communicating potential changes in the work or schedule, and discuss planning for the Chartering Workshop.

Deliverables:

- Kick-off Meeting Agenda and copies for distribution at Kick-off Meetings
- Kick-off Meeting Minutes
- One digital copy of the PMP
- The agenda will be provided to the Authority 2 days in advance of the scheduled meeting with the meeting minutes released 3 working days after the meeting.

1.3 Project Status Meetings

CONSULTANT will:

- Meet with Authority staff monthly to review project status. Meetings will be at the Authority's office, or virtually if requested by the Authority, and will be attended by the CONSULTANT's Project Manager, Technical Lead and other key personnel as determined to be necessary. It is assumed that up to 4 people from the CONSULTANT will be in attendance.
- Prepare an agenda for each of the progress meetings.
- Prepare meeting minutes (bulleted format) to document key information items and decisions made. An action item log will be generated from each meeting, as required.

A total of twelve 1-hour project status meetings over the duration of the project design are assumed for budgeting purposes.

Deliverables:

- Progress Meeting Agenda and copies for distribution at Progress Meetings.
- Progress Meeting Minutes.
- The agenda will be provided to the Water District 2 working days in advance of the scheduled meeting with the meeting minutes released 3 working days after the meeting.

1.4 Project Quality Management Activities

CONSULTANT will:

- Prepare a Quality Management Plan (QMP) for distribution to Authority and CONSULTANT project team members. The QMP will consist of the quality assurance and quality control (QA/QC) procedures, deliverables schedule, review schedule and QC Reviewers, checklists, and forms.
- Perform internal QA/QC activities to obtain expert guidance on project methodology, review project deliverables, and perform checks of engineering calculations and OPCC.
- Form an internal Technical Advisory Committee (TAC) composed of three senior level engineers who are not working on the Project to serve as independent advisors experienced in large diameter water pipeline and

pump station design. These team members will review project deliverables and provide technical input. The TAC will meet formally at least two times during the course of the project.

- As part of this task, CONSULTANT will perform design reviews that include Value Management processes to identify possible cost saving opportunities within the Project and subsequently manage those solutions so that value is continuously delivered from the Project. The Value Management process will encompass the whole life cycle of the Project, from design to completion, including considerations for operations and maintenance. The process will be undertaken in collaboration with the Project team, taking into account and managing the balance between cost, time and performance.

Deliverables:

- One digital copy of the QMP

1.5 Garnet Valley Water and Wastewater System Coordination

CONSULTANT will coordinate the Garnet Valley Water and Wastewater Systems:

- Twelve meetings and twelve coordination calls during the Project duration
- Common work sites
- Common design criteria
- Schedules
- Service dependencies (i.e. sewer service to pump stations, potable service to lift stations)
- Electrical loads
- GIS layers of water and wastewater system facilities
- Consistent communication with utilities and agencies (under Task 2.4)

Deliverables:

- Draft and Final Meeting Minutes

Task 2. PLANNING PHASE

2.1 Project Chartering

CONSULTANT will:

- Conduct a Chartering Workshop with Authority staff and Key Stakeholders. The Workshop is intended to introduce key Project personnel, define areas of responsibilities and communication protocols, review the Scope of Services and schedule for the Project, review the timing and intent of Project deliverables, review procedures and schedules, and establish procedures for communicating potential changes in the work or schedule.

Deliverables:

- Draft and Final Chartering Workshop Agenda
- Final Chartering Workshop Minutes

2.2 Data Acquisition and Review

The CONSULTANT will identify pertinent documents and data that provide information required for the Project development. The CONSULTANT will collect and compile available data and information from the Authority by reviewing reports prepared by Others, other data, and available information. Data collection will focus on available regional geology, existing infrastructure facilities relevant to the Project, utility information, hydraulic considerations, existing right-of-way and easement information.

In addition, existing information from previous site investigations or engineering evaluations for proposed development of the Project and nearby areas if determined to be applicable will be obtained, reviewed, and characterized. Sources of data will include:

- Apex Industrial Park Water and Wastewater System Reports
- Published geotechnical reports and geologic data
- Published corrosion reports and studies
- Published electrical induction studies
- Existing Data, Surveys and Published Information
- Regional and site-specific studies and evaluations

- Locally available GIS data
- Published drainage reports and studies
- Hydraulic network model and related hydraulic studies, reports or memoranda.
- Environmental Studies
- Development plans
- City of North Las Vegas plans for new pipeline and tank in the Apex area
- Supervisory Control and Data Acquisition (SCADA) system Master Planning and Standards

The CONSULTANT will prepare a brief Technical Memorandum (TM) summarizing the information compiled and reviewed (five hardcopies and one PDF). The data summaries will become reference for the basis of design and will assist with identifying the need for additional information. The CONSULTANT will conduct one 2-hour meeting with Authority staff to review the findings of the draft TM and to reach agreement on the available data and on additional data collection activities to be performed.

Deliverables:

- Draft Existing Data Compilation TM
- Final Existing Data Compilation TM

2.3 Project Definition and Planning Criteria

The Authority and CONSULTANT will jointly establish and confirm the project study area, environmental permitting strategy, water demands, turnouts or delivery points, pump design flow rates, delivery point design flow rate and pressure, operational philosophy, site security and access control criteria, system security and cyber system, operation and maintenance strategies, control strategies, easement and right-of-way strategy, project procurement and delivery model, risk management criteria, fatal flaw criteria and other applicable criteria to establish the fundamental scope and definition of the project. Project components are anticipated to consist of the items listed in this Scope of Services. A 2-hour workshop will be held with the CONSULTANT and the Authority to jointly review proposed project components and establish the Project definition and planning criteria.

Following the workshop and Authority acceptance of Workshop Summary, an agreed upon path forward will be in place for project components. A technical memorandum identifying project component descriptions will be developed after the workshop.

Deliverables:

- Draft and Final Workshop Agenda
- Final Workshop Summary and Comments Log
- Draft Project Components TM
- Final Project Components TM

2.4 Agency Coordination and Permitting

2.4.1 Utility and Agency Coordination

CONSULTANT will:

- Conduct agency consultations with the governing agencies to identify any project specific requirements to be initiated during the initial stages of design.
- Identify and properly indicate on the drawings existing and proposed facilities in the project area. At a minimum, the following utilities, agencies, and others will be coordinated with:
 - Bureau of Land Management (BLM)
 - Union Pacific Railroad (UPRR)
 - Nevada Division of Environmental Protection (NDEP)
 - Southern Nevada Water Authority (Authority)
 - Las Vegas Valley Water District (LVVWD)
 - Clark County Regional Flood Control District (CCRFCD)
 - Clark County Public Works (CCPW)
 - City North Las Vegas's utilities, public works, traffic, planning, and parks departments,
 - Clark County Water Reclamation District (CCWRD),
 - Nevada Department of Transportation (NDOT)
 - Regional Transportation Commission of Southern Nevada (RTC)

- NV Energy
- Southwest Gas
- Kern River Gas
- LA Department of Power and Water
- Kinder Morgan Energy Partners (CalNev)
- Century Link,
- AT&T
- Sprint
- Cox Communications
- Federal Aviation Authority
- Nellis Air Force Base
- Department of Defense
- Private Developers within and near the Apex Industrial Park

Deliverables:

- Correspondence documentation.
- Preliminary Design Plans to be sent for review to the Utility Companies.

2.4.2 Project Permits

CONSULTANT will:

- Identify permits needed for the Project.
- Prepare correspondences with the regulating agencies.
- Develop a Permit Matrix during the planning phase which will document potential permits anticipated for the Project.
- The Permit Matrix will be updated during the Preliminary Design.

Deliverables:

- Permit Matrix
- Correspondence

2.5 Surveying and Right-of-Way Mapping

For initial planning phase activities, the CONSULTANT will use existing mapping provided by the Authority and available USGS and Clark County maps. As needed, the CONSULTANT will conduct site visits to become familiar with the Project site.

2.6 Pipeline Alignment and Facility Site Alternatives

The CONSULTANT will develop proposed pipeline route facility locations for the Project. At least one and up to five pipeline routes alternatives and up to one facility site alternative (for each pipeline route) will be evaluated and presented to the Authority for consideration. Preliminary systems hydraulics will be developed for the alternatives. Desktop study of the geotechnical conditions will be performed by the geotechnical subconsultant (Ninyo & Moore). The CONSULTANT will meet with the Authority during one 4-hour workshop to evaluate, rank the alternatives and recommend the preferred route and an alternative for development of conceptual design. Documentation of the pipeline alignment and alternative will be compiled and submitted in a draft Technical Memorandum (up to 10 pages in length). The Authority will provide the CONSULTANT with written review comments within ten business days following receipt of the draft Technical Memorandum.

Pipeline alternatives include:

- Alignment 1: Alignment from Grand Teton Reservoir and ROFCS, through the middle portion of Apex Industrial Park, and connecting to the 16-inch water line current under design separately.
- Alignment 2: Alignment from Grand Teton Reservoir and ROFCS, installed west of Apex Industrial Park, and connecting to the 16-inch water line current under design separately.
- Alignment 3 and 4: Alignment variations for the two alternatives described previously that provide options for tunneling versus open cut technology.
- Alignment 5: A fifth alternative to be developed, that is considered feasible.

Deliverables:

- GIS layer that includes the proposed water system facilities (pipeline, pump stations, reservoirs, ROFCS) and the alternative route and facilities locations.
- Five hardcopies and one PDF of the draft Technical Memorandum.

2.7 Construction Scheduling and Cost Considerations

The CONSULTANT will perform evaluations for construction packaging, cost considerations, and schedule considerations. The evaluations will include considerations related to:

- Schedule duration versus cost opinion
- Construction work schedules (shifts per day, number of work days per week)

Evaluation will be submitted in a draft Technical Memorandum (up to 5 pages in length).

The CONSULTANT will coordinate with SNWA and SNWA's Program Manager to discuss the draft TM. In addition, up to 4 meetings are anticipated as part of this evaluation.

Deliverables:

- Five hardcopies and one PDF of the draft Technical Memorandum.

2.8 Environmental Evaluations and Services

The CONSULTANT and Subconsultant (SWCA) will perform environmental evaluations and services.

2.8.1 Existing Environmental Data Review

CONSULTANT and Subconsultant (SWCA) will review available existing studies, NEPA documentation, and technical reports for projects already permitted and/or constructed within or near the footprint of the proposed alignment. The data will be used to inform the resource data section of the Plan of Development. Outstanding data needs will be identified, requested, collected, and reviewed under Task 2.7.2.

2.8.2 Environmental Field Reviews

2.8.2.1 Cultural Resources Review

A literature review will be conducted of the proposed route and alternative. A BLM-permitted archaeologist will conduct a thorough review of records available to permitted archaeologists at local and digital repositories to identify known prehistoric and historic cultural resources within a 1-mile radius of the project area. This information will be used as part of the evaluation of potential route alternatives. Assumptions for the cultural review include the following:

- Only existing records will be reviewed.
- Cultural resource data is confidential; however, the information may be generally described to support review of potential routes and alternatives, while omitting details of the resource or specific location.

2.8.2.2 Biological Field Review

CONSULTANT and Subconsultant (SWCA) will obtain available U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW), and Nevada Natural Heritage Program (NNHP) data regarding threatened and endangered and special-status species through online database searches to determine whether any known threatened and endangered species and other sensitive natural resources are documented within 1-miles of the project alignment. If any potential biological resources are identified, qualified biologist(s) will conduct a field review following established USFWS, BLM, and NDOW protocols of the area(s) and document the presence or absence of the species. Information from the records search and field survey will be compiled into a report suitable for initiating consultation with the USFWS, if necessary. Assumptions for the biological field review include the following:

- A field review will be conducted by at least two USFWS authorized biologists.
- Only accessible areas on federal lands will be reviewed.
- A draft technical report will be prepared for Authority review documenting the results of the records search and any sensitive or threatened and endangered species found in the field. The report will identify the species, locations, and potential impacts that could occur from the project. This includes calculations of species habitat that would be disturbed. The report will also document survey methods used.

- After incorporating Authority comments on the draft report, a final report will be prepared and submitted to the Authority.
- The Authority will coordinate with the BLM to complete any Section 7 consultation required for the project.

Deliverables:

- Two hardcopies and one PDF of the draft and final biological reports.

2.8.2.3 Botanical Field Review

CONSULTANT and Subconsultant (SWCA) will prepare a sensitive plant habitat assessment to identify habitat that is likely to support federal or state sensitive plant species. SWCA will review available soils, vegetation communities, and sensitive plant data from the NNHP and obtain data from the BLM regarding species of concern for the area. Field reconnaissance surveys will be performed during the appropriate spring flowering period to survey for sensitive plant species. Assumptions for the botanical field review include the following:

- A field review will be conducted by at least one BLM authorized Botanist.
- The specific locations of sensitive plant species found during the field review will be recorded with GPS, and the GPS data will be provided to the Authority.
- Only accessible areas on federal lands will be surveyed.
- A draft technical memorandum will be prepared documenting any sensitive plant species identified during the desktop analysis and field review and submitted to the Authority for review.
- After incorporating Authority comments on the draft technical memorandum, a final will be prepared and submitted to the Authority

Deliverables:

- Two hardcopies and one PDF of the draft and the final technical memorandum.

2.8.3 Plan of Development (POD)/BLM Right-of-Way Applications

CONSULTANT and Subconsultant (SWCA) will prepare a draft POD and BLM right-of-way Applications for review by the Authority. The POD will describe the proposed project, including legal descriptions, acreage calculations by facility component, acreage calculations of existing disturbed land, BLM plat maps, Clark County Assessor maps, aerial maps, and construction methodology. The BLM applications will include separate SF-299 forms for permanent easements, temporary use permit, and geotechnical work. The information gathered in the previous tasks will be used to inform the environmental setting section of the POD and CONSULTANT and Subconsultant (SWCA) will work with the Authority to add additional detail on design and construction. The Authority will provide the purpose and need and list of environmental commitments for inclusion in the POD. Once the Authority has deemed the draft acceptable, a hard copy with the Authority's original "wet" signature is required for submittal to the BLM. The POD is a living document that will need updating as design is finalized and upon coordination with the BLM. Assumptions include the following:

- This task includes two versions of a draft POD and SF-299 applications for review by the Authority.
- CONSULTANT and Subconsultant (SWCA) will provide a final POD and the SF-299s for Authority signature.
- This task includes two rounds of comments from the BLM after the initial submittal. Edits and revisions requested by the BLM will only be incorporated if acceptable to the Authority.

Deliverables:

- Five hardcopies and one PDF of the draft PODs and final POD and SF-299 applications.

2.8.4 NEPA Documentation

The BLM will determine the level of NEPA required to obtain the federal right-of-way for the project after submittal of the right-of-way applications. The level of NEPA may be the preparation of a Determination of NEPA Adequacy (DNA) or an Environmental Assessment (EA). The Authority may prepare the NEPA documentation for the BLM, or may request CONSULTANT and Subconsultant support. The scope and budget is developed based on the assumption of NEPA documentation to be prepared by the CONSULTANT Team.

2.8.4.1 Environmental Assessment

The following describes the scope for an EA.

2.8.4.1.1 Purpose and Need and Proposed Action

CONSULTANT and Subconsultant will use the purpose and need and project description presented in the POD.

2.8.4.1.2 Affected Environment and Environmental Consequences

CONSULTANT and Subconsultant (SWCA) will review existing data sources, such as other NEPA documents for projects in the area, federal agency management documents, survey reports, maps, and information obtained in the previous tasks to identify the resource areas potentially affected by the proposed project. For the resource areas carried forward for analysis, the affected environment will be described.

CONSULTANT and Subconsultant (SWCA) will evaluate potential impacts to the affected environment (direct, indirect, and cumulative) associated with the proposed project and no action alternative.

2.8.4.1.3 Draft Environmental Assessment

If requested by the Authority, the CONSULTANT and Subconsultant (SWCA) will prepare an administrative review draft and a draft EA consistent with current NEPA regulations and following BLM accepted format. In addition to Purpose and Need, Affected Environment, and Environmental Consequences, an EA also includes other sections, such as Consultation and Coordination and the Table of Contents. CONSULTANT and Subconsultant (SWCA) will submit an electronic version of the administrative draft EA for BLM and the Authority to review. An electronic comment tracking form will be distributed. Following receipt of Authority and BLM comments on the administrative draft EA, the CONSULTANT and Subconsultant will prepare a Section 508-compliant draft EA for the BLM to post for public review. A typical EA outline includes the following:

- Table of Contents
- Chapter 1. Purpose of and Need for the Proposed Action
- Chapter 2. Proposed Action and Alternatives
- Chapter 3. Affected Environment
- Chapter 4. Environmental Consequences
- Chapter 5. Mitigation Measures
- Chapter 6. List of Preparers, Consultation and Coordination, and Distribution
- Appendices – These will include project area maps, construction schematics, agency correspondence, and agency concurrence letters.

2.8.4.1.4 Final Environmental Assessment

If requested by the Authority, the CONSULTANT and Subconsultant (SWCA) will provide responses to public and agency comments on the draft EA and recommended changes, as necessary. When the responses and changes have been agreed to with the Authority and BLM, CONSULTANT and Subconsultant (SWCA) will revise the draft document and prepare the final EA. Assumptions include the following:

- Only the proposed action, one alternative, and the no action alternative will be analyzed.
- The proposed action will not change once analysis has been initiated by CONSULTANT and Subconsultant (SWCA).
- Up to 8 supplemental authorities/resources will be considered for detailed analysis. Other supplemental authorities/resources will be identified and briefly described, but not requiring detailed analysis.
- CONSULTANT and Subconsultant (SWCA) will respond to one set of comments from the BLM on the draft EA.
- The BLM or Authority will conduct any necessary public meetings, and no public meetings are part of this scope.
- Limited public comments requiring changes to the final EA will be accepted.
- A list of projects and any necessary associated data to be used in the cumulative impact's analysis will be developed in consultation with the Authority and the BLM.

Deliverables:

- Five hardcopies and one PDF of the draft EA and Final EA.

2.8.5 Right-of-Way Grant Assistance

If requested by the Authority and the BLM, the CONSULTANT and Subconsultant (SWCA) will assist with the preparation of materials supporting the right-of-way grant. The CONSULTANT and Subconsultant (SWCA) may assist in the preparation of environmental management plans for construction and operation of the project, if those plans were identified as required in the NEPA analysis. Assumptions include the following:

- CONSULTANT and Subconsultant (SWCA) will work on the environmental management plans and assist on the right-of-way grant only if approved to do so by the BLM and the Authority.
- Drafts of the environmental management plans will be provided to the Authority for review and approval prior to submittal to the BLM.
- It is anticipated that up to 4 environmental management plans will be required.

Deliverables:

- Five hardcopies and one PDF of the draft and final management plans.

Task 3. PRELIMINARY DESIGN PHASE

3.1 Site Reconnaissance and Analysis

The CONSULTANT will conduct 3 field site visits to identify specific physical features associated with the Project. Site visits are planned for each design phase. It is assumed the field site visit will be 4 hours in duration and include four design team members. The Authority's staff will participate in the field visits, if desired. The CONSULTANT will prepare draft and final field notes for the site visit.

3.2 Preliminary Design Criteria

The CONSULTANT will develop design criteria for the pipelines, reservoirs, rate-of-flow-control stations, pumping facilities, meter stations, electrical, and instrumentation and controls. Documentation of the facility criteria and conceptual layouts and will be compiled and submitted in a draft Technical Memorandum (up to 20 pages in length). Final versions will be included in the Draft and Final Basis of Design Report (BODR).

3.2.1 Pipeline Design Criteria

The CONSULTANT will evaluate pipe materials to establish pipeline design criteria. The CONSULTANT will present a summary to the Authority for concurrence. Pipe materials to be considered include:

- Mortar Lined and Coated Steel pipe (MLCP)
- Ductile iron pipe (DIP)
- Polyvinyl Chloride (PVC) pipe
- High density polyethylene (HDPE) pipe

Evaluation criteria will consist of:

- Diameter (Evaluation may result in different materials for large or small diameter pipe)
- Cost
- Corrosion resistance
- Production availability
- Compatibility with existing installations and operation standards
- Compatibility with trenchless installation (if necessary)

Appurtenances to be evaluated consist of:

- Inline valves and spacing
- Access manways and spacing
- Air valves
- Blow-offs
- Rate of Flow Control Valves
- Vaults and manholes
- Cathodic protection (if necessary)
- Trench zone backfill

- Thrust restraint
- Fire hydrants
- Pigging station
- Metering

Authority standards or CONSULTANT standards will be used wherever possible. Recommendations made under this phase may be further refined under future design phases, but a complete reevaluation will not be done. The CONSULTANT will meet with the Authority once to evaluate, rank the alternatives and select alternatives for implementation. Documentation of the selections will be compiled and submitted in a draft Technical Memorandum (up to five pages in length).

Class 5 opinion of probable construction costs will be prepared for alignment alternatives in accordance with AACE International Standards.

Deliverables:

- Five hardcopies and one PDF of the draft Technical Memorandum.

3.2.2 Hydraulics and Operational Criteria

For each alternative the following system hydraulics evaluation will consist of:

- Validation of the Authority's hydraulic model.
- Development of a Garnet Valley Water System hydraulic model including the following parameters:
 - Min, Avg, and Max system hydraulic analysis
 - Preliminary Transient (Surge) analysis
 - Normal operating system startup and shutdown analysis
 - Storage evaluation
 - Options and strategies for system management during shutdown periods
 - System draining scenarios
 - System overflow scenarios
 - Fire flow analysis

Deliverables:

- Five hardcopies and one PDF of the draft Technical Memoranda

3.2.3 Facility and System Criteria

The CONSULTANT will develop facility criteria and layouts for one reservoir site, two pump stations, and two ROFCS. Design criteria for electrical, instrumentation and controls, architecture, site security, and hydraulics and operations will be developed.

Deliverables:

- Five hardcopies and one PDF of the draft Technical Memoranda:
 - Reservoir Site
 - Pumping Stations
 - ROFCS
 - Electrical
 - Instrumentation and Control

3.2.3.1 Reservoir Site

Reservoir site layouts is anticipated to consist of:

- Approximate 3 to 5 acres with site fencing/wall and gate
- One 4 million gallon (MG) or two 2 MG above ground welded steel or circular pre-stressed concrete tank and appropriate instrumentation and telemetry. Evaluation will be performed for tank type and configuration.
- Chlorine analyzer system to monitor and report chlorine residual to the Authority's SCADA system.
- A Trihalomethane (THM) treatment system consisting of spray aeration and a ventilation blower, designed for remote automatic operation.

- Re-chlorination at the reservoir site.
- Control philosophy
- Conceptual drainage schematic
- Architectural concept
- Site Security concept
- Class 5 opinion of probable construction costs in accordance with AACE International Standards.

3.2.3.2 Pumping Stations

Pumping Station layouts are anticipated to consist of:

- Total of three pumping stations:
 - One 20 MGD pumping station at Grand Teton Reservoir Site. Evaluation of tying into Lamb Pumping Station instead of new pumping station at Grand Teton Reservoir Site.
 - One 20 MGD pumping station near south portion of Apex Industrial Park.
 - One 7 MGD pumping station near central portion of Apex Industrial Park.
- Evaluation of pump type and configuration.
- Control philosophy
- Conceptual drainage schematic
- Architectural concept
- Site Security concept
- Class 5 opinion of probable construction costs in accordance with AACE International Standards.

3.2.3.3 Rate of Flow Control Stations

ROFCS layouts are anticipated to consist of:

- One 20 MGD ROFCS at Grand Teton
- One 13 MGD ROFCS near south portion of Apex Industrial Park.
- One 7 MGD ROFCS near north portion of Apex Industrial Park.
- Control philosophy
- Conceptual drainage schematic
- Architectural concept
- Site Security concept
- Class 5 opinion of probable construction costs in accordance with AACE International Standards.

3.2.3.4 Electrical Concepts

In support of the preliminary design effort, CONSULTANT will develop preliminary design concepts for the system and each facility site:

- Site level power supply and distribution, and
- System reliability, backup power requirements (on-site generator), and solar power.
- Preliminary design criteria development
- equipment and ductbank routing and sizing
- conceptual schematics
- Class 5 opinion of probable construction costs in accordance with AACE International Standards.

3.2.3.5 Instrumentation and Control Concepts

In support of the preliminary design effort, CONSULTANT will develop preliminary design concepts for:

- System level control philosophy
- Criteria for remote telemetry
- Criteria for fiber optics and radio communication
- System level control architecture
- Process flow diagrams for major mechanical systems

- Evaluation of providing offsite power to pump stations and flow control.
- Class 5 opinion of probable construction costs in accordance with AACE International Standards

3.3 Surveying

The CONSULTANT will review and identify the overall limits of aerial mapping required as included in the Preliminary Design Plans. The overall limits of aerial mapping will extend a minimum of 250 feet beyond the proposed alignment centerline, as well as extending a minimum of 500 feet at all major side street intersections. Topographical maps at one-foot contour intervals will be generated for the project alignment within the identified limits of aerial mapping. Field survey and spot checks will be performed, for up to 10 locations along the project alignment and pipeline appurtenances.

The CONSULTANT will prepare Survey Control Plan (1" = 100' scale) and show existing survey monuments and the street centerline at appropriate intervals. The plan shall show all centerline bearings and distances and right-of-way for the project. The Survey Control Plan shall be included as part of the contract drawings.

The CONSULTANT will identify existing encroachments in existing right of way (ROW).

Specific services are listed in the following paragraphs.

3.3.1 Control Survey for Garnet Valley Water Systems:

The Subconsultant (GCW) will establish horizontal and vertical control for the identified project limits in accordance with the AUTHORITY'S Engineering Design Standards (EDS) and consultation with AUTHORITY'S Surveyor. A project coordinate system will be established in accordance with the AUTHORITY'S land surveying requirements, in NCRS.

3.3.2 Centerline & Boundary Control and Mapping

For the planning phase of the project, the Subconsultant (GCW) will establish centerline and boundary control for the following features as they affect the subject area:

- Las Vegas Boulevard
- I-15
- UPRR
- Lamb Boulevard
- BLM Utility Corridor
- SNWA Grand Teton Site

3.3.3 Record of Survey

A Record of Survey will be prepared for the project area and submitted to SNWA for review. The Subconsultant (GCW) shall file the Record of Survey with the Clark County Recorder.

3.3.4 RIGHT-OF-WAY, HORIZONTAL CONTROL PLAN

The Subconsultant (GCW) will provide right-of-way research, mapping and analysis to determine the existing ROW:

- Public Right-of-Way: Obtain and review available road right-of-way and easement data in areas where alignments are being studied within the service area. Public information resources (County, State and Federal websites and/or offices) will be utilized to obtain the data.

For ROW, Easement and Encumbrance Mapping, the following will be added to the mapping: linework for grants, easements and other rights discovered during BLM research, title report review and roadway document review. The Right-of-Way Map may include where ROW is needed based on the Preliminary Design Plans. The Horizontal Control Plan will be produced according to EDS.

3.4 Right of Way Planning

The CONSULTANT will perform the following for non-federal lands:

- Attend design team meetings, develop ROW process and incorporate acquisition into schedule for project, identification of agency approval milestones including resolution of necessity and just compensation

- Review tax assessor's data and title reports on impacted parcels requiring acquisition (fee, permanent easement or temporary construction easements). The Authority will obtain and provide to the CONSULTANT the title reports.
- Prepare a list of parcels, including a prioritized need for the acquisition based on Preliminary Design, to be used as the starting point for ROW acquisition in the next phase of the project.

Deliverables:

- A Technical Memorandum (TM) of up to 3 pages in length with the following information will be provided:
 - Outline ROW process including schedule and approvals, list of Parcels where there are anticipated right of way impacts
 - Prepare cost estimate for the acquisition of land rights (Fee, Permanent Easements and Temporary Easements).

3.5 Opinion of Probable Cost

Using the information developed within the Preliminary Design Plans, the CONSULTANT will prepare and update the opinion of probable construction costs (OPCC) to a Class 4 level. The opinion of probable construction cost will be prepared in accordance with AACE International Standards.

Deliverables:

- Documentation of the OPCC will be compiled and submitted in a draft Technical Memorandum. Final versions will be included in the Draft and Final Basis of Design Report (BODR).

3.6 Basis of Design Report

The CONSULTANT will prepare a draft and final Basis of Design Report (BODR). The BODR is anticipated to contain the following information:

- Executive Summary
- Background
- Reference Standards (including any planned revisions to the standards)
- Data Compilation
- Project Description
- Pipeline Route and Facility Alternatives
- Pipeline Design Criteria
- Reservoir Sites
- Pumping Stations
- Rate-of-Flow-Control Stations
- Hydraulics and Operational Criteria
- Plan for long-term management and maintenance of the pipeline (for the period between construction and startup to assure the facilities perform as designed when the system is operational.)
- Permit Matrix
- Environmental Evaluation
- Required Easements
- Project Packaging, Delivery Methods, and Schedules
- Opinion of Probable Construction Cost
- Preliminary list of needed specifications

Deliverables:

- Five hardcopies and one PDF
- Responses to comments on BODR
- Update to GIS layer that includes water system facilities

3.7 Preliminary Design Plans

The CONSULTANT will prepare full size (36-inch X 24-inch) drawings for the proposed facilities. The anticipated Preliminary Design List includes:

- General:
 - Cover Sheet
 - Vicinity Map
 - Drawing Index
 - Abbreviations and Symbols
 - Project Notes
 - Key Map
 - Right-of-Way Map
 - Process Flow Diagrams
 - Hydraulic Profile
- Civil:
 - Pipeline Plan and Profiles (1"=40' H)
 - Civil Details
 - Reservoir Plans
 - Reservoir Sections
 - Pumping Station 1 Plans
 - Pumping Station 1 Sections
 - Pumping Station 2 Plans
 - Pumping Station 2 Sections
 - Pumping Station 3 Plans
 - Pumping Station 3 Sections
 - Forebay 1 Plans
 - Forebay 1 Sections
 - Forebay 2 Plans
 - Forebay 2 Sections
 - ROFCS 1 Plans
 - ROFCS 1 Sections
 - ROFCS 2 Plans
 - ROFCS 2 Sections
 - ROFCS 3 Plans
 - ROFCS 3 Sections
- Mechanical/HVAC:
 - Reservoir
 - Pumping Station 1
 - Pumping Station 2
 - Pumping Station 3
 - ROFCS 1
 - ROFCS 2
 - ROFCS 3
- Electrical
 - Power Supply Details
 - Reservoir Electrical Site Plan
 - Reservoir One Line Diagrams
 - Reservoir Electrical Room Plan
 - Pump Station 1 Electrical Site Plan
 - Pump Station 1 One Line Diagrams
 - Pump Station 1 Electrical Room Plan
 - Pump Station 2 Electrical Site Plan
 - Pump Station 2 One Line Diagrams
 - Pump Station 2 Electrical Room Plan
 - Pump Station 3 Electrical Site Plan
 - Pump Station 3 One Line Diagrams

- Pump Station 3 Electrical Room Plan
- ROFC Station 1 Electrical Site Plan
- ROFC Station 2 Electrical Site Plan
- ROFC Station 3 Electrical Site Plan
- I&C
 - Control System Architecture and Details
 - SCADA Block Diagram
 - P&ID
 - Reservoir Mixing P&ID
 - Reservoir Sodium Hypochlorite Storage/Generation System P&ID
 - Reservoir Sodium Hypochlorite Dosage Pumps P&ID
 - Pump Station 1 P&ID
 - Pump Station 2 P&ID
 - Pump Station 3 P&ID
 - Forebay 1 P&ID
 - Forebay 2 P&ID
 - ROFC Station 1 P&ID
 - ROFC Station 2 P&ID
 - ROFC Station 3 P&ID
 - Control Narratives

Deliverables:

- Fifteen sets of 36- inch by 24-inch drawings on bond and one PDF
- Responses to comments on Preliminary Design Plans

3.8 Geotechnical Investigations

Following acceptance of the BODR, Preliminary Design Plans and responses to comments, CONSULTANT's geotechnical subconsultant will:

- Provide preliminary geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on the preliminary pipeline alignment and professional interpretations of exploratory and test data. The field investigations include performing up to 100 borings (approximately every 1,000-1,500 ft along the pipeline alignment and for the reservoir, pumping stations, and ROFCS) to a depth of 20 feet and laboratory testing to produce preliminary phase geotechnical design recommendations, which includes providing design recommendations for piping, and performing up to 100 field resistivity tests at or near the boring locations utilizing the Wenner four-pin method. Soil resistivity will be measured at approximate "A" spacings of 5-foot intervals from the ground surface up to spacings of 30 feet.
- The geotechnical engineering services will include a determination of unit weight of soil, cohesion of soil, soil bearing capacity (vertical and lateral), ground water, soil and liquefaction of soil, and corrosivity. Additionally, the services will include all other geotechnical evaluations (including seismic studies, identification of any karst features (visual or maps) and borings and their related recommendations) that are determined to be pertinent to the contract work.
- Prepare a Draft Geotechnical Data Report (GDR) presenting the data results of the exploratory work, laboratory testing and site conditions found by report research.
- Prepare a Draft Geotechnical Design Memorandum (GDM) containing recommendations and interpretation of data to be used during design. The GDM will be prepared that summarizes necessary design and construction issues including regional seismicity, seismic parameters, groundwater presence and level, liquefaction, construction dewatering requirements (if applicable), site preparation and earthwork, trenching, trench stability and excavation, shoring, bedding, backfill, excavability of soils, suitability of excavated materials for backfill and compaction, settlement potential, bedding requirements, pavement section recommendations, soil bearing strength, R-values, moisture content, density, gradation, consolidation, expansion, shear resistance, sand equivalence, soil corrosivity, corrosion protection and control requirements / recommendations, location(s) of rock or other encumbrances, and additional criteria as identified and

recommended by the geotechnical engineer associated with the proposed improvements. Geotechnical borings will be performed:

- At likely jack and bore pit locations, if known at the time of drilling.
- The Final versions of the GDR, GDM, and Geotechnical Baseline Report (if necessary) will be performed in subsequent phases of the Project.

Deliverables:

- Draft GDR, 3 hardcopies and One PDF
- Draft GDM, 3 hard copies during 60% design phase and One PDF.

3.9 Subsurface Utility Investigations

The CONSULTANT will identify locations where the project is anticipated to be in close proximity to existing underground facilities. The CONSULTANT will consult with the Authority to determine the need to, and schedule for performing subsurface utility investigations and determining the location of such potential conflicts. The CONSULTANT will conduct field review and site inventory of the alignment a minimum of twice during the design phase to visually determine the presence of buried and overhead utilities in the project area and superimpose the findings on an aerial photograph.

This work will consist of obtaining permits, traffic control, backfilling, compacting and surface restoration at a maximum of 100 locations. The CONSULTANT's utility location subconsultant or a surveying subconsultant will perform surveying as identified to be associated with the potholing effort.

Patching of potholes will meet City of North Las Vegas, NDOT, and Clark County's jurisdictional (as applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes.

Task 4. SUPPLEMENTAL SERVICES

CONSULTANT will provide Supplemental Services as required for design elements and construction management services that are not yet anticipated. Written authorization from the Authority is required prior to beginning Supplemental Services work.

RATES AND FEES

Scope of services tasks and associated fees are displayed in Table 1.

Table 1 – Garnet Valley Water System Fee Schedule

Task	Description	Fee
Task 1	Project Management	
1.1	Project Management and Coordination	\$353,106
1.2	Project Management Plan and Kick-off Meeting	\$40,278
1.3	Project Status Meetings	\$99,437
1.4	Project Quality Management Activities	\$298,356
1.5	Garnet Valley Water and Wastewater System Coordination	\$33,433
	<i>Subtotal=</i>	<i>\$824,610</i>
Task 2	Planning Phase	
2.1	Project Chartering	\$14,178
2.2	Data Acquisition and Review	\$28,948
2.3	Project Definition and Planning Criteria	\$61,526
2.4	Agency Coordination and Permitting	\$29,180
2.5	Survey and Right-of-Way Mapping	\$14,268
2.6	Pipeline Alignment and Facility Site Alternatives	\$535,471
2.7	Construction Scheduling and Cost Considerations	\$29,648
2.8	Environmental Evaluations	\$246,990
	<i>Subtotal=</i>	<i>\$960,209</i>
Task 3	Preliminary Design Phase	
3.1	Site Reconnaissance and Analysis	\$35,069
3.2	Preliminary Design Criteria	\$281,572
3.3	Survey	\$142,035
3.4	Right of Way Planning	\$40,581
3.5	Opinion of Probable Construction Cost	\$185,659
3.6	Basis of Design Report	\$458,593
3.7	Preliminary Design Plans	\$2,638,291
3.8	Geotechnical Investigations	\$525,160
3.9	Subsurface Utility Investigations	\$187,927
	<i>Subtotal=</i>	<i>\$4,494,887</i>
Task 4	Supplemental Services	\$174,933
	Fee Total =	\$6,454,639

CONSULTANT shall be entitled to payment for the actual hours worked times direct salary cost times a multiplier of 3.15.

CONSULTANT shall be entitled to SUBCONSULTANT markup of 5%.

CONSULTANT shall be entitled to reimbursement of project expenses at cost.

Travel costs shall be reimbursed in accordance with the AUTHORITY's Travel Policy, attached as Exhibit B to the Agreement.

Hourly Rate ranges are displayed in Tables 2 – 7.

Table 2 – HDR Hourly Rate Ranges

Staff Classification	Hourly Rate Range
Principal-in-Charge	\$350 - \$490
Technical Advisor/QC	\$350 - \$450
Project Manager	\$300 - \$375
Quality Manager	\$300 - \$350
Design Lead	\$300 - \$350

Discipline Lead	\$205 - \$350
Senior Engineer/Professional	\$170 - \$280
Project Engineer/Professional	\$140 - \$230
Staff Professional	\$100 - \$140
Sr. CAD Designer	\$145 - \$205
CAD Designer	\$100 - \$145
Project Controls	\$100 - \$290
Administration	\$80 - \$110

Table 3 – SWCA Hourly Rate Ranges

Staff Classification	Hourly Rate Range
Project Manager	\$142 - \$187
Environmental Resource Lead	\$109 - \$153
NEPA Specialist	\$109 - \$153
Resource Specialist	\$89 - \$119
Senior Biologist/Archaeologist	\$89 - \$109
Biologist/Archaeologist	\$67 - \$99
Field Biologist/Archaeologist	\$55 - \$79
Technical Editor	\$67 - \$109
Project Control Specialist	\$67 - \$109

Table 4 – Ninyo & Moore Hourly Rate Ranges

Staff Classification	Hourly Rate Range
Principal	\$210 - \$250
Project Manager	\$190 - \$205
Senior Project Engineer/Geologist	\$175 - \$190
Project Engineer/Geologist	\$145 - \$170
Senior Staff Engineer	\$110 - \$140
Staff Engineer	\$100 - \$120
Technician	\$85 - \$105
Drafter/CAD Operator	\$110 - \$135
Word Processor/Clerical	\$75 - \$90

Table 5 – KCI Hourly Rate Ranges

Staff Classification	Hourly Rate Range
Project Manager	\$190 - \$200
Project Engineer	\$190 - \$220

Table 6 – GCW Hourly Rate Ranges

Staff Classification	Hourly Rate Range
Principal	\$315 - \$400
Associate	\$245 - \$315
Supervising Engineer/Land Surveyor	\$215 - \$275
Senior Project Manager/Engineer/Surveyor	\$175 - \$225
Project Engineer/Land Surveyor	\$120 - \$175
Supervising Engineer	\$145 - \$175
Senior Designer	\$110 - \$150
Engineering Intern 2	\$100 - \$140

Engineering Intern 1	\$90 - \$130
Project Coordinator	\$95 - \$135
Processor	\$70 - \$95
Party Chief	\$95 - \$145
Instrument Operator	\$60 - \$95

Table 7 – Brierley Hourly Rate Ranges

Staff Classification	Hourly Rate Range
Administration	\$59 - \$98
Associate/Senior Project Manager	\$187 - \$267
BIM Technician/Drafter	\$77
CADD Operator	\$84
GIS Analyst	\$85 - \$121
Principal/Senior Consultant 2	\$284 - \$378
Professional 1	\$103 - \$167
Professional 2	\$110 - \$169
Senior Associate/Senior Consultant 1	\$259 - \$292
Senior Professional 1	\$127 - \$233
Senior Professional 2	\$134 - \$207
Senior BIM/VDC Designer	\$147
Staff Professional 1	\$69 - \$97
Staff Professional 2	\$98 - \$119

RATES AND FEES

Project Management	\$824,610
Planning Phase	\$960,209
Preliminary Design Phase	\$4,494,887
Supplemental Services	\$174,933
TOTAL	\$6,454,639

EXHIBIT B
TRAVEL EXPENSE REIMBURSEMENT POLICY

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

AUTHORITY shall reimburse CONSULTANT 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 AUTHORITY.
- Additional Fees: The AUTHORITY will not reimburse for convenience charges to include, but not limited to, charges for early boarding, assigned seating, or seat upgrades.

2. Lodging

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

3. Ground Transportation

- 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 AUTHORITY business is reimbursable.
- Mileage: CONSULTANT shall invoice AUTHORITY for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by AUTHORITY.

4. Meals and Incidentals

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

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

- 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 AUTHORITY business are reimbursable.
- Internet connection fees if required for AUTHORITY business are reimbursable.

5. Tips

- Tips of any nature are not reimbursable.

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

July 15, 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 an agreement between Stantec Consulting Services Inc. and the Authority to provide preliminary engineering design services on the Stage II Reliability Upgrades Project for an amount not to exceed \$3,363,569.

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 Stage II Reliability Upgrades (Project). The Project, as generally shown on Attachment A, will provide improved reliability to the Authority's transmission system through the central part of the Las Vegas Valley serving the Las Vegas Valley Water District and the City of North Las Vegas.

The Project includes a new 80 million-gallon-per-day (MGD) pumping station at the existing Campbell reservoir site and approximately 1.75 miles of 66-inch diameter discharge pipeline from the new 80 MGD pumping station to the existing Hacienda Pumping Station discharge pipeline. The Project will facilitate future rehabilitation work at the Hacienda Pumping Station and provide necessary reliability improvements.

Staff recommends the selection of Stantec Consulting Services Inc. (Stantec) to perform the preliminary engineering design services for this Project based on Stantec's past experience and its team's knowledge of the operational constraints of the existing facilities to which this new pumping station will connect.

If approved, the attached Agreement to provide professional services would provide the terms and conditions necessary for Stantec to complete the preliminary design of this Project. The requested \$3,363,569 includes a contingency of approximately 10 percent. Additional agreements for final design services and design support services during construction will be necessary for this Project and will be brought to the Board in the future for approval.

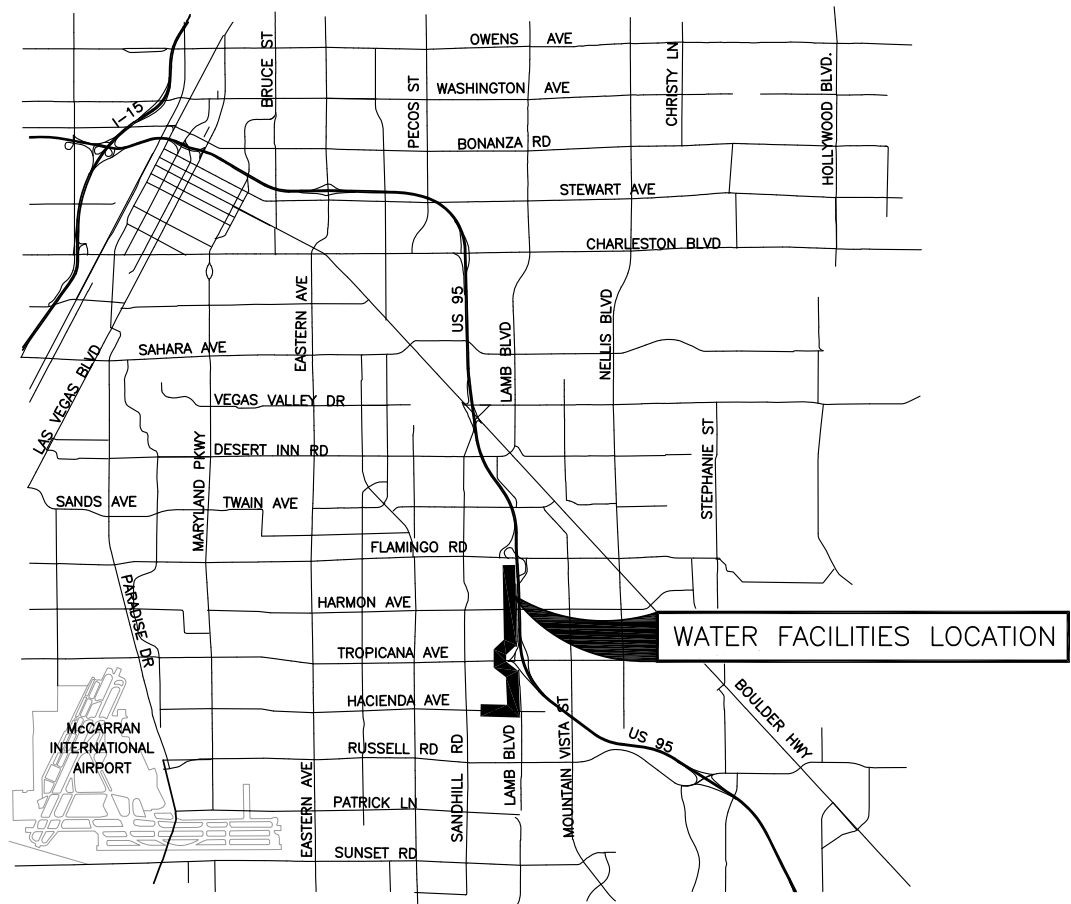
This agreement is being entered into pursuant to NRS 332.115(1)(b) and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:PJJ:RCP:kd
Attachments:
Disclosure, Agreement, Exhibit

AGENDA
ITEM #

10

ATTACHMENT A



LAS VEGAS VALLEY WATER DISTRICT CONCEPTUAL DRAWING

NOT
TO
SCALE

DRAWN BY:
SDM
EDITED BY:
SDM
ENGINEER:
RCP

STAGE II RELIABILITY UPGRADES

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input checked="" type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 45						
Corporate/Business Entity Name: Stantec Consulting Services Inc.						
(Include d.b.a., if applicable)						
Street Address:				Website: www.stantec.com		
City, State and Zip Code:				POC Name: Clint Rogers		
				Email: clint.rogers@stantec.com		
Telephone No:				Fax No:		
Nevada Local Street Address: (If different from above)				Website: www.stantec.com		
3010 W Charleston Blvd, Ste 100						
City, State and Zip Code:				Local Fax No: 702.878.7833		
Las Vegas, NV 89201						
Local Telephone No:				Local POC Name: Margaret Regan		
702.821.4360				Email: margaret.regan@stantec.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)
See attached for Board of Directors		
and Corp Officers (pages 4 and 5)		

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 completed disclosure form.

Regan, Margaret
 Digitally signed by Regan, Margaret
 Date: 2021.06.03 15:43:02 -07'00'
 Signature

Margaret Regan
 Print Name

Senior Principal Project Manager
 Title

June 3, 2021
 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
Charles Kajkowski	David Wadsworth	Father in Law	GIS Analyst
Charles Kajkowski	Michael Kajkowski	Father	Engineering, Electrical

* 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: 2021.06.03 15:58:11 -07'00'

Signature

Print Name
Authorized Department Representative

Stantec Leadership June 3, 2021

Board of Directors	
Martin à Porta	Corporate Director
Douglas K. Ammerman	Chair of the Board, Stantec Inc.
Richard C. Bradeen	Corporate Director
Shelley A. M. Brown	Corporate Director
Patricia D. Galloway	Corporate Director
Robert J. Gomes	Corporate Director
Gord A. Johnston	President & CEO
Donald J. Lowry	Corporate Director
Marie-Lucie Morin	Corporate Director

Corporate Leadership

Executive Leadership

Our Executive Leadership includes

- Gord Johnston - President & Chief Executive Officer (CEO)
- Theresa Jang - Chief Financial Officer (CFO)
- Stu Lerner - Chief Operating Officer (COO) – North America
- Cath Schefer - Chief Operating Officer (COO) – Global
- Tino DiManno - Chief Business Officer (CBO)
- Steve Fleck - Chief Practice Officer (CPO)
- Marshall Davert - Chief Innovation Officer (CInO)
- Asifa Samji - Chief Human Resources Officer (CHRO)

- Leonardo Castro - Executive Vice President, Buildings
- Mario Finis - Executive Vice President, Energy & Resources
- Mike Kennedy - Executive Vice President, United States
- Bob Seager - Executive Vice President, Environmental Services
- John Take - Executive Vice President, Water
- Susan Walter - Executive Vice President, Infrastructure
- Russ Wlad - Executive Vice President, Canada

- Paul Alpern – Senior Vice President, General Counsel
- Bernard Freiheit – Senior Vice President, Corporate Financial Services
- Kenna Houncaren – Senior Vice President, Procurement & Real Estate
- Jennifer Josephs – Vice President, Financial Services Global
- Jon Lessard – Senior Vice President, Health, Safety, Security & Environment
- Lui Mancinelli – Senior Vice President, Marketing, Communications, & PR
- Chris McDonald – Senior Vice President, Chief Information Officer
- Bjorn Morisbak – Senior Vice President, Corporate Development
- Rick Pineo – Senior Vice President, Integrated Business Applications
- Peter Salusbury – Senior Vice President, Practice Services
- Andrew Wilson - Senior Vice President, Financial Services North America

Water Business Operating Unit

John Take Business Operating Unit Leader North America

Water Business Line

Business Leaders

- David Irvine Business Leader - MBD & Sales North America
- Ryan Roberts Business Leader - Operations Leader North America
- Matthew Travers Business Leader - Water Delivery & Major Projects North America

Regional Business Leaders

- Jamie Woods Regional Business Leader - United Kingdom
- Scott Jackson Regional Business Leader - United Kingdom
- Clint Rogers Regional Business Leader - Water US West
- Nelson Oliveira Regional Business Leader - Water Canada East
- Dan Chernishenko Regional Business Leader - Water Canada West
- Joe Uglevich Regional Business Leader - Water US Northeast & North Central
- Kari Shively Regional Business Leader - Water US Pacific
- David Haywood Regional Business Leader - Program Management US
- David Hogg Regional Business Leader - New Zealand

Sector Leaders

- Tim Williams Sector Leader
- Alex Gorodetsky Sector Leader - Water North America
- Pete Perciavalle Sector Leader - Client Enterprise Systems North America
- Arthur Umble Sector Leader - Wastewater North America
- Rob Simm Sector Leader - Wastewater Treatment North America
- Joseph Jacangelo Sector Leader - Wastewater Treatment/Research North America
- Russell Snow Sector Leader - Water Conveyance North America
- John Montgomery Sector Leader - Water Resources North America
- David Pernitsky Sector Leader - Water Treatment North America
- Ed Othmer Jr. Sector Leader - Wet Weather Flow & Urban Stormwater North America

Discipline Leaders

- Mike Watson Discipline Leader - Water APD North America
- Reno Fiorante Discipline Leader - Water APD North America

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Stantec Consulting Services Inc., 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 all Services authorized by AUTHORITY to be performed are completed by CONSULTANT, unless terminated in accordance with the terms of this Agreement. This Agreement may not extend more than seven years from Effective Date. During this period, CONSULTANT agrees to provide Services as required by 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 reasonable 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 \$3,363,569.00.

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, completion in accordance with a mutually agreed upon schedule, and coordination of all Services furnished by CONSULTANT, its 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 in conformance with all applicable 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 negligent 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. Upon full payment of all monies owed to CONSULTANT, 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. AUTHORITY agrees, in accordance with Nevada law, to indemnify and hold CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by AUTHORITY.
- 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. CONSULTANT shall retain a permanent, irrevocable, non-exclusive, royalty-free license to use any such documents, concept, product or process produced by or resulting from the Services rendered by CONSULTANT.

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 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 negligent 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 negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees of CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark.

If such claim(s) results in a trier of fact's adjudication of CONSULTANT as liable, CONSULTANT shall pay to 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. 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, all 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. 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 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, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of AUTHORITY.

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.

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 material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 30 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 occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two years after completion of CONSULTANT's Work as set forth in this Agreement.
- 18.3.5. Cyber and Technology Liability Insurance: CONSULTANT shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

19. TERMINATION:

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. CONSULTANT may terminate this Agreement upon thirty (30) days' prior written notice in the event AUTHORITY has committed material breach of this Agreement. Non-payment of CONSULTANT's invoices will be considered a material breach of this Agreement. In the event of non-payment of a CONSULTANT's invoice, CONSULTANT shall provide AUTHORITY thirty (30) days to cure the non-payment prior to submitting written notice of termination.

21. REVIEWS:

- 21.1. 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.
- 21.2. AUTHORITY will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within 15 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 in accordance with the mutually agreed to project schedule. Alternate review schedules may be negotiated by mutual agreement of the Parties.

22. 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.

In addition, either party may disclose Confidential Information pursuant to subpoena, summons, search warrant, or other judicial or administrative process. Unless prohibited from disclosing receipt of the subpoena or other request for information to the disclosing party by the terms of the judicial or administrative process, the receiving party will provide such notice of the process to disclosing party as is reasonable under the circumstances, and it shall be the sole responsibility of disclosing party to seek protective orders or other limitations on the scope of the request.

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.

23. USE OF MATERIALS:

- 23.1. 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.
- 23.2. 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. CONSULTANT may retain one complete copy of the Confidential Information for archival purposes. Any proprietary software or other tools of CONSULTANT used to execute the Work shall remain the property of CONSULTANT.

24. PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- 24.1. 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").

- 24.1.1. 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.
- 24.1.2. CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:
 - 24.1.2.1. Authorized users cannot give out their login information to another party.
 - 24.1.2.2. 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.
 - 24.1.2.3. 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.
 - 24.1.2.4. 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.
 - 24.1.2.5. 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.
 - 24.1.2.6. CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
- 24.1.3. 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.
- 24.1.4. 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.
- 24.1.5. 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.
- 24.1.6. 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.

- 24.1.7. 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.
- 24.1.8. 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.
- 24.1.9. 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.
- 24.1.10. The PMIS Services are subject to the intellectual property rights of AUTHORITY and to the Nevada public records law.

25. DATA PRIVACY AND SECURITY:

25.1. During the course of this Agreement, CONSULTANT will create, receive or have access to the AUTHORITY's Facility Information. Facility Information means drawings, maps, plans or records that reveal the AUTHORITY's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the AUTHORITY. Facility Information is deemed to be Confidential Information of the AUTHORITY.

25.2. CONSULTANT shall:

- 25.2.1. Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
- 25.2.2. Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;
- 25.2.3. Not create, collect, receive, access, or use Facility Information in violation of law;
- 25.2.4. Use and disclose Facility Information solely and exclusively for the purposes for which the Facility Information, or access to it, is provided pursuant to the terms and conditions of this Agreement;
- 25.2.5. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the AUTHORITY without the AUTHORITY's prior written consent; and
- 25.2.6. Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the AUTHORITY's prior written consent. Authorized Persons means CONSULTANT's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable CONSULTANT to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement.

25.3. Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by CONSULTANT or by the AUTHORITY to the extent that CONSULTANT has access to the AUTHORITY's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.

25.4. CONSULTANT shall:

- 25.4.1. Notify the AUTHORITY of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the engineer and contractor Type becomes aware of it, by telephone at the following number: 702-822-8390 and by email to james.curbeam@lvvwd.com and

brent.gunson@lvvwd.com, with a copy by email to the AUTHORITY's contacts listed in the Notices Section below;

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

25.5. CONSULTANT acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the AUTHORITY irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the AUTHORITY is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the AUTHORITY may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

25.6. 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.

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

26. 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.

27. 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.

28. 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.

29. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

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,

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.

- 29.2. 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.

30. EQUAL EMPLOYMENT OPPORTUNITY:

- 30.1. 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.
- 30.2. 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.

31. APPLICABLE LAW:

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

32. VENUE:

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

33. 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.

34. 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.

35. 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.

36. CAPTIONS:

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

37. 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.

38. 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.

39. 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: Stantec Consulting Services Inc.
Attention: Margaret M. Regan, PE, PMP
3010 West Charleston Boulevard, Suite 100
Las Vegas, NV 89102-1969
margaret.regan@stantec.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Ryan Pearson
P.O. Box 9995-9956
Las Vegas, Nevada 89193
ryan.pearson@snwa.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.

40. 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.

41. 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. 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. Notwithstanding the foregoing, AUTHORITY's right to inspect, copy and audit shall not extend to the composition of CONSULTANT's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

42. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 41 (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), 22 (Confidentiality and Release of Information), 25 (Data Privacy and Security), 31 (Applicable Law), 32 (Venue), and 33 (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.

43. FORCE MAJEURE:

- 43.1. 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.
- 43.2. 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.
- 43.3. 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.
- 43.4. The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

44. 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.

45. ELECTRONIC SIGNATURES:

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

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

STANTEC CONSULTING SERVICES INC.

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

AGREEMENT FOR ENGINEERING SERVICES

STAGE II RELIABILITY UPGRADES

PRELIMINARY DESIGN SERVICES

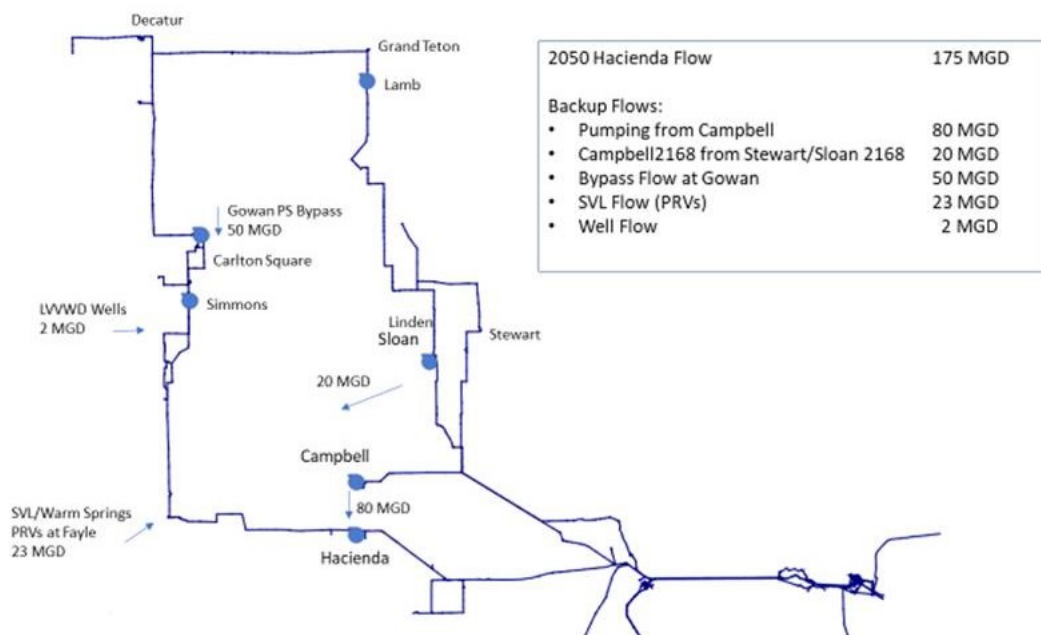
SOUTHERN NEVADA WATER AUTHORITY

PROJECT NO. 3147S

INTRODUCTION

The Hacienda Pumping Station has a conveyance capacity of 180 million gallon of water per day (MGD) and serves a critical central area of the Las Vegas Valley. Based on the projected 2050 Max Day demand, it is projected that utilization of Hacienda Pumping Station would be 175 MGD by 2050. Aging facilities and an underground water leak near the forebay tank are concerns for future reliability. The Southern Nevada Water Authority (Authority) developed a plan to provide redundancy for the Hacienda Pumping Station.

Figure 1: Hacienda Pumping Station Backup Flow Scenario



This plan includes construction of a new 80-MGD pumping station at the Las Vegas Valley Water District's (LVVWD's) Campbell 1845 Zone and 1885 Zone Reservoir site and approximately 1.75 miles of 66-inch diameter discharge pipeline from the new pumping station to the existing Hacienda Pumping Station discharge pipeline. When the existing Hacienda Pumping Station is out of service, water will be supplied from the new 80-MGD pumping station, the North Valley Lateral via the Gowan Pumping Station bypass, the South Valley Lateral (SVL) via the existing Pressure Reducing Valves (PRVs) at the

LVVWD Fayle 2168 Zone Reservoir, and the LVVWD groundwater production wells. Upgrades and capacity expansions to facilities at Sloan, Lamb, Gowan, and Simmons Pumping Stations will be needed (under future separate contract and not part of this scope of work to provide additional back-feed capacity of up to 50 MGD from the North Valley Lateral.

PROJECT DESCRIPTION

This project will provide the preliminary design of a portion of the redundant facilities as shown in Table 1:

Table 1: Project Summary

Item	Description	Capital (SNWA estimate)	Owner
1	A new 80 MGD SNWA pumping station at the LVVWD Campbell Pumping Station and Reservoir site.	\$81M	Authority
2	Campbell Pumping Station and Reservoir Site Power Substation Design to service both SNWA and LVVWD Pumping Stations.		Authority and LVVWD
3	LVVWD Campbell 2168 Pumping Station pump conversion from NG to Electricity. (7 total pumps exist – approximately 800 hp each)		LVVWD
4	1985 conversion or abandonment (5 total pumps exist – approximately 800 hp each)		LVVWD
5	A 1.75 mile 66-inches in diameter discharge pipeline from SNWA Campbell Pumping Station to SNWA Hacienda Pumping Station.	\$45M	Authority

Consultant's understanding of the project is based primarily on information provided by the Authority in the document titled Draft Hacienda Pumping Station Redundancy Plan (April 8, 2019). The scope document is developed to better define the project that will be part of the detailed design.

SCHEDULE

The proposed improvements will be provided in two milestone deliverables: Project Definition Report and Preliminary Design Report (PDR). The Project Definition Report is anticipated to be delivered in October 2021. The 30% PDR is anticipated to be complete by December 2021. At the completion of the PDR, the Authority and Consultant will develop a detailed design scope to complete the final design based on the findings of the preliminary design.

Assumptions

Portions of the data gathering work may not be completed within the same timeframe as the 30% deliverable. They are assumed to be complete with the future 60% design milestone.

SCOPE OF WORK

The Scope of Work is divided into five (5) parts as listed below. The various parts parallel the stages associated with the Project Implementation. Each part consists of a series of separate tasks.

Part 1 – Project Management

Part 2 – Project Definition (5-10%)

Part 3 – Data Gathering

Part 4 - Preliminary Design (30%)

Part 5 – Supplemental Services

Part 1 – PROJECT MANAGEMENT

The Consultant is responsible for the management of services provided by the Consultant to the Authority. This management is to extend across all phases and parts of the project for the project duration. The Consultant's Project Manager (PM) is to monitor, report and coordinate efforts with Authority's PM. This task will include planning, monitoring, controlling, and reporting the project. The team will use standard Stantec tools:

- Primavera P6 budget-loaded schedule.
- Risk log - The Project Manager, working in conjunction with all discipline leads will develop a project specific risk register for the new pumping station, pipeline, pumping station conversion, connection at Hacienda Pumping Station, and the new substation.
- Issues and decisions log
- Action items log
- Change log
- Monthly invoicing - The Consultant will provide an invoice that delineates costs for items related to the Authority and LVVWD interlocal agreement.

PART 2 – Project Definition

Task 2.1 – Data Review

Gather available documents for Campbell and Hacienda Pumping Stations and new pipeline alignment and review.

- Record drawings, available project specifications and structural calculations
- ROW details for overall project (existing agreements if any)
- Geotechnical data and reports
- Hydraulic modeling – Campbell Pumping Station, a new 80 MGD Pumping Station, and the local system hydraulic completed by SNWA/LVVWD modeling staff.
- Condition Assessment data and reports

- Existing technical drainage studies
- Reports and data related to the project
- Utility data and drawings
- Pump performance data and records

Assumptions:

The Authority will gather these documents and provide to Consultant following notice to proceed.

Task 2.2 – Site Visits

The design team will conduct multiple site visits to the existing Campbell pumping station, Hacienda Pumping Station and related pipeline alignment with Authority/LVVWD staff to identify items to better understand the existing facilities and design elements.

Task 2.3 - Pipeline Routing and Construction Approach

The proposed route is mainly in NDOT ROW and will likely result in a revokable permit. Consultant will evaluate three alternative pipeline routes and related construction options, open cut and tunnelling. Each option will be described to summarize hydraulics, construction approach, related requirements, risks, and an OPCC. The advantages and disadvantages of each approach will be summarized.

Task 2.4 – Workshop

Meet and discuss the findings, issues, risks, and recommended project extents.

Assumptions:

Three weeks shall be provided for Authority review. The Consultant assumes that the Authority will provide comments in a Bluebeam session hosted by the Consultant.

The workshop is expected to provide a forum for review of the technical concepts. This workshop is expected to be approximately 4 hours in length and attended by all the technical leaders.

Task 2.5 – Opinion of Probable Construction Cost

The Consultant shall prepare an opinion of probable construction cost (OPCC) using the appropriate standard of care and employing pertinent guidelines as established by the Association for the Advancement of Cost Estimating and International (AACEI). These OPCC will be prepared and submitted to Authority (AACEI – Class 5 estimate).

Assumptions:

An OPCC will be prepared to outline major components of the projects and associated estimates. The Consultant has no control over the market conditions and fluctuations and the passage of time from estimate to bidding time may impact the OPCC.

Deliverable for Task 2.1 – 2.5: Project Definition Report

The Project Definition Report will be provided to(?) obtain review comments from the Authority. The report is expected to contain:

- Summary technical memorandum to describe the design approach
- Conceptual drawings (15%)
- Construction Implementation and Phasing Plan/Schedule
- Construction packaging and delivery recommendation
- OPCC (AACEI – Class 5 estimate)

PART 3 – Data Gathering

This part of the scope is expected to support both the project definition and the 30% design deliverable. Some tasks, e.g., geotechnical investigation, may require additional time beyond the 30% deliverable.

Task 3.1 - Condition Assessment of Existing Infrastructure

Campbell Pumping Station (Structural, Mechanical, Electrical, Instrumentation, HVAC, Architecture) – The existing natural gas engine conversion will involve removal of equipment and replacement with new electric driven pumps. Substation and electrical switchgear requirements will be assessed for the new electrical driven pumps. The new equipment will have different requirements for all aspects of the structure. The Stantec Team will perform a visual assessment of the existing mechanical, electrical, instrumentation, structural and HVAC/plumbing systems at the facility. The condition assessment will be limited to visual findings, and no physical testing will be performed. Space availability and access for installation of new equipment will be confirmed.

A desktop and visual assessment of the available, and desired future communication infrastructure/facilities for the existing and future Pumping stations (Campbell and Hacienda) will be conducted to establish a baseline condition. An outline will be prepared to describe the options and their feasibility along with the steps to establish a fiber connection and control strategy approach to integrate to the Authority's system.

Hacienda Pumping Station (Structural, Mechanical, Civil) Connection to the discharge of the Hacienda pumping station will involve changes that may include potential retrofit or rehabilitation of existing facilities at that pumping station to establish the new connection. There is an existing 90" buried valve at the Hacienda pumping station. The condition of the valve is unknown and the related connection requirements will need to be confirmed.

Task 3.2 - Survey and Right-of-Way

The Consultant shall provide the following survey services:

- Aerial Topographic Mapping and Control
- Laser Scanning of the existing Campbell Pumping Station and the corner of Hacienda where the pipeline will connect

Assumptions:

The Authority has not secured the easements/rights of way for the new pipeline. The alignment will need to be evaluated, confirmed, and related easements secured. This scope does not include provisions to obtain the easements. Legal descriptions may be required but will be assumed as part of supplemental services.

These services are not included in the scope:

- Field Boundary Survey
- Field Design Survey
- Boundary Resolution
- Record of Survey
- Horizontal Control Plan
- Survey Report
- Geotechnical Boring and Utility Pothole Survey

Task 3.3 – Convert Record Drawings and Laser Scan of Campbell Pumping Station to 3D design models

Field survey and record drawing conversion will be compiled in Revit to have a full “as is” condition of the Pumping Station.

Task 3.4 – Geotechnical Investigation

The Geotech will:

- Conduct desktop study to evaluate available data on monitoring wells, groundwater quality and quantity, historical subsidence.
- Required geotechnical parameters from the Engineering Design Standards (including at a minimum moisture and density analysis, gradation, maximum (proctor) density, Modulus of Soil Reaction (E'), and corrosivity testing).
- A pump test will be conducted to determine the volume and quality of groundwater to be addressed during construction. As well, the compressibility of the aquifer will be evaluated.
- Monitoring wells will be installed to provide support for the construction.

Task 3.5– Utility Coordination

The Consultant shall work with agencies (desktop file review) within the City to identify and locate underground utilities in the vicinity of the Project sites. The information will include horizontal and vertical locations of utilities, utility type, depth, size, and material if readily obtainable.

Task 3.6 – Identify Power Source and Provider

Authority will indicate the local purveyor (NVE or CRC) and work with Consultant to develop a preliminary plan for the new substation power source.

- Consultant will develop a load list for each pumping station including motor HP, voltage, motor starting method and year of project completion / in service date.
- The Consultant assumes that there will be two options for power supply, option 1 being to expand the existing service to feed both stations, and option 2 being to expand the existing substation to power one pumping station and build a new substation to power the second pumping station.

Task 3.7 – Identify Potential Conflicting Projects

The Consultant will research potential conflicts with other construction projects using the Regional Transportation Commission of Southern Nevada Project Coordination Application and the Authority's Approved Facilities Layer and the Road Construction Management Program.

Task 3.8 - Procurement Services

Consultant will facilitate up to (3) workshops to assist the Authority in defining preferences for contractual and delivery model components.

Task 3.9 – Identify Permit Requirements

The Consultant will conduct agency consultations with governing agencies to identify project specific requirements that must be addressed during the initial stages of design. The Authority shall be included in all agency consultations. Permits that are identified will be placed in the phasing plan to secure the permits in a timely manner prior to construction.

Deliverable for Task 3.9

A preliminary site plan will be developed along with an elevation (using 3D modeling) to discuss the concepts with Clark County. Consultant will present views relative to the freeway and the neighborhood.

Assumptions:

The Consultant assumes that the final drainage study will be prepared in the detailed design and that the Authority will provide comments in an Authority-hosted Bluebeam session.

City/County: The Pumping Station building at Campbell will require Planning Commission approval, but there are no anticipated changes to fencing or lighting. The facility will be unmanned. A Pipeline construction and other construction in the streets will require an encroachment permit.

NDEP: The new construction may require groundwater discharge. An NPDES permit may be required for groundwater discharges. Also, the new Pumping Station and Pipeline will be part of the water system and will require NDEP Bureau of Safe Drinking Water Approval to Construct.

BAPC: With the conversion of the 2168 engines and abandonment of the 1985 engines, the Bureau of Air Pollution Control may require a notice that the air quality permit(s) be terminated. Consultant assumes Authority will handle this notification.

PART 4 – PRELIMINARY DESIGN

Task 4.1 - Prepare Preliminary Design Report and Drawings (30%).

The PDR shall include a proposed facility layout, building location, major equipment arrangement, major pipeline alignments in plan view, existing topography, right of way, property lines, known underground utilities, and existing waterline facilities. The PDR will contain individual engineering discipline evaluations and design recommendations for the new and rehabilitated facilities. Discipline issues anticipated are briefly listed below:

- Civil – site plan including yard piping, site civil for new Pumping Station, connection to existing Campbell reservoir or inlet pipe, pipeline routing plan and connection at Hacienda Pumping Station, new power feed routing/connection for addition of the new substation.
- Mechanical (Process) – New Pumping Station, hydraulic connection to existing Campbell Reservoir or Campbell Reservoir inlet pipe, conversion requirements for 2168 pumping station, decommissioning of the 1985 pumping station, pipeline connection at Hacienda. Preparation of general arrangement drawings for process mechanical.
- Mechanical (Building)
 - For the existing Campbell Pumping Station – evaluation of the existing system to determine if it is adequate to support the new heat load from the conversion of the natural gas pumps to electric. If the existing HVAC system is not adequate the PDR will describe the new HVAC system that meets the new design requirements. The new HVAC system will be selected as high reliability to meet industrial standards.
 - For the new Pumping Station - description of the proposed HVAC, Plumbing and Fire Protection system design that establishes the configurations and provides an operable, maintainable, and economical system that meets code requirements.

- Structural – foundation system for New Pumping Station, structural rehabilitation/reinforcing for NG to electrical conversion, substation, pipeline connection at Hacienda
- Electrical:
 - Preliminary equipment load list will be developed.
 - Preliminary demolition and new single line diagrams will be prepared for the conversion of the LVVWD 2168 Campbell Pumping Station from natural gas engine drives to electrically driven pump motors
 - A preliminary new single line diagram will be prepared for the new SNWA 80 mgd pumping station.
 - Preliminary electrical room layouts and preliminary electrical site plans will be developed for both sites.
 - A preliminary list of Division 26 (Electrical) technical specifications and a drawing list for the detailed design will be developed for the project.
 - A cut over plan for powering the new pumps sequentially during the conversion from NG to electric will be outlined in narrative form.
- Instrumentation and Controls - conversion requirements for 2168, new Pumping Station, and substation. Preparation of high-level P&IDs.
- Architectural - New Pumping Station, and rehabilitation of the existing Pumping Station upon removal of the NG engines and ancillary equipment
- Landscape Architecture – New Pumping Station entrance will be evaluated as part of the preliminary design in support of land development (planning) submittal requirements.

Task 4.2 – Opinion of Probable Construction Cost

The Consultant shall prepare an OPCC (AACEI – Class 4 estimate).

Task 4.3 – Hydraulic Modeling/Surge Analysis

The Consultant shall obtain the hydraulic model from the Authority and review it for project specific requirements and to assist in pump selection for existing and ultimate demand conditions.

Deliverable for Task 4.3

Surge analysis technical memorandum for new and existing pumping station(s) at the Campbell site.

Assumptions:

Conversion of the Campbell Pumping station from natural gas to electric will result in different transient conditions and new facility requirements.

Task 4.4 – Design Meetings and Workshops

The Consultant shall communicate and collaborate with the Authority throughout project design and construction to address issues in a timely manner and achieve scheduled project milestones.

Task 4.4.1 – Progress Meetings

During the design phase, the Consultant will meet biweekly 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. A list of design issues required decisions, and/or actions needed from the Authority will be maintained/discussed at each meeting.

Task 4.4.2 - Preliminary Design Workshop – 30% PDR review meeting

This meeting will focus on the conceptual design as presented in the Preliminary Design Report, including a discussion of issues and risks. The report shall include proposed pumps, building layout, major equipment selections, major pipeline alignments in plan view, existing topography, right of way, property lines, known underground utilities, preliminary demolition plans for Campbell, new electrical substation, and existing waterline facilities.

Deliverables for Task 4:

Preliminary Design Report and Drawings (30%) will be prepared in accordance with guidelines provided by the Authority.

Draft and Final meeting notes (electronic.pdf) file to be delivered to each meeting attendee.

Assumptions:

Three weeks shall be provided for PDR review. All comments will be provided using one Bluebeam session. The Consultant shall export a record from Bluebeam for documentation purposes.

An electronic copy (pdf) of all documents, drawings, exhibits, etc. shall be provided. No documents will be printed. Digital signature and sealing processes will be followed for the PDFs.

Codes and Standards. Plans and specifications will be prepared in accordance with the standard of care for public works construction. The work will be designed in accordance with the latest Authority Engineering Design Standards, AWWA, and Hydraulic Institute standards. The Authority will provide their latest standards and guidance documents at notice to proceed.

Specifications. Specifications will not be prepared at the PDR stage. A list of specifications will be developed.

Design Tools. Consultant will work in Civil 3D and BIM360. The Consultant assumes that all design progression and revisions will be in the Revit environment rather than drawings.

Drawings. Drawings will be based on the latest version of the Authority's AutoCAD Standards, but Authority and Consultant recognize that their design tools are not completely compatible and suitable representation of items such as font and color will be agreed upon early in the project. Two-dimensional comments will be noted but not integrated until the documents are being prepared for bidding.

Meeting minutes review period will be assumed to be five (5) working days. If no comments are received during the review period, the draft meeting minutes will be considered final.

Acoustical modeling, energy modeling, physical modeling, and cathodic protection are not included in this scope of work.

The technical drainage study is not included in this scope of work.

Landscaping interior to the Pumping Station fence will not be required.

Construction access is assumed to be from Monthill Avenue.

PART 5 – SUPPLEMENTAL SERVICES

Upon written approval by the Authority, the Consultant shall provide additional services that may be required for the completion of the Project. Such services may include:

Hydraulic Modeling

Additional Physical Testing

Equipment Procurement Assistance

Community Outreach Support

Landscape Architecture

Easement Research and Acquisition Assistance

Legal Descriptions

Additional Geotechnical Exploration

Condition Assessment at the Hacienda Pumping Station

Additional Services as requested by the Authority

RATES AND FEES

Project Management	\$340,530
Project Definition	\$319,444
Data Gathering	\$421,755
Preliminary Design	\$1,973,200
	<hr/>
SUBTOTAL	\$3,054,929
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Contingency	\$308,640
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TOTAL	\$3,363,569

EXHIBIT B
TRAVEL EXPENSE REIMBURSEMENT POLICY

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

AUTHORITY shall reimburse CONSULTANT 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 AUTHORITY.
- Additional Fees: The AUTHORITY will not reimburse for convenience charges to include, but not limited to, charges for early boarding, assigned seating, or seat upgrades.

2. Lodging

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

3. Ground Transportation

- 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 AUTHORITY business is reimbursable.
- Mileage: CONSULTANT shall invoice AUTHORITY for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by AUTHORITY.

4. Meals and Incidentals

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

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

- 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 AUTHORITY business are reimbursable.
- Internet connection fees if required for AUTHORITY business are reimbursable.

5. Tips

- Tips of any nature are not reimbursable.

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

July 15, 2021

Subject:
Agreement

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager to execute the Garnet Valley Water Resources Management Agreement among the City of North Las Vegas, Nevada Power Company dba NV Energy, and the Authority that allows for limited short-term groundwater pumping in the Apex area, requires the development of a long-term sustainable groundwater management plan, resolves protests to change applications impacting the area, and provides that if the change applications are approved, the Authority and NV Energy will terminate the Authority's lease of Garnet Valley groundwater rights to NV Energy and the Authority will not make further use of the water under certain conditions; and authorize the General Manager to sign all ministerial documents necessary to effectuate the transaction.

Fiscal Impact:

If the contemplated change applications are approved, the Authority will no longer receive lease payments for Garnet Valley groundwater rights from NV Energy. The fiscal year-end 2022 scheduled lease payment is \$119,366.

Background:

The Authority, City of North Las Vegas (City), and NV Energy have various ground- and surface-water rights in the Lower White River Flow System (LWRFS), which encompasses several hydrographic basins in Southern Nevada, including Garnet Valley. The LWRFS is over-appropriated and is being closely monitored by the State Engineer. On or about September 2, 2020, NV Energy filed change applications seeking to move senior groundwater rights to Garnet Valley from another area of the LWRFS. The City and Authority protested NV Energy's change applications. On or about December 2, 2020, the City and Authority entered into an Interlocal Infrastructure Agreement under which the Authority will construct a surface-water pipeline to the Apex area to help the City provide retail water service to its customers, enable the Authority to obtain return-flow credits, and minimize groundwater use.

Recognizing the need to sustainably develop groundwater pumping in the LWRFS and the need to supplement the City's water rights until construction of the Apex pipeline is complete, the parties negotiated this Garnet Valley Water Resources Agreement. If approved, the parties will implement a short-term Water Development Plan that allows the City to temporarily use senior groundwater rights to serve Apex-area customers, and the Authority and City will withdraw their protests to NV Energy's change applications. If the change applications are approved, NV Energy and the Authority will terminate their lease of Garnet Valley groundwater rights and the Authority will not make further use of such water under certain conditions to mitigate over-pumping and over-appropriation in the LWRFS. The parties will also develop a Garnet Valley Groundwater Management Plan that sets a "sustainable yield" for long-term groundwater pumping and provides the parties with the flexibility to revise the plan in accordance with any relevant rulings and determinations from the State Engineer concerning the LWRFS.

Agreement
July 15, 2021
Page Two

This Agreement is being entered into 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 the agreement.

JJE:CNP:SCA;df
Attachments: Agreement

**GARNET VALLEY WATER RESOURCES AGREEMENT
AMONG
SOUTHERN NEVADA WATER AUTHORITY, CITY OF NORTH LAS VEGAS, AND
NEVADA POWER COMPANY d/b/a NV ENERGY**

This GARNET VALLEY WATER RESOURCES AGREEMENT ("Agreement") is made and entered into this _____ ("Effective Date"), by and among the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("SNWA"), the City of North Las Vegas, a municipal corporation and political subdivision of the State of Nevada ("City"), and Nevada Power Company d/b/a NV Energy, a Nevada corporation ("NV Energy"). For convenience, SNWA, City, and NV Energy may sometimes be referred to in this Agreement individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, SNWA is a cooperative agency and political subdivision of the State of Nevada created pursuant to NRS Chapter 277 engaged in, among other things, the wholesale distribution of water to the City and other customers;

WHEREAS, the City, through its municipal utility, provides retail water and wastewater services to residential, commercial, and industrial customers inside the City's corporate boundaries and on extra-territorial properties, including the Apex area in Clark County, Nevada;

WHEREAS, NV Energy is a corporation and public utility that, among other things, generates, distributes, and transmits electric power throughout Nevada;

WHEREAS, the Parties have various ground- and surface-water rights in a hydrographic region of Southern Nevada known as the Lower White River Flow System ("LWRFS") that encompasses several hydrographic basins, including Garnet Valley (Basin No. 216) and the Muddy River Springs Area (Basin No. 219), which are "designated" basins by order of the Nevada State Engineer;

WHEREAS, on or about December 2, 2020, SNWA and the City entered into an *Infrastructure Agreement Regarding the Garnet Valley Water System and Garnet Valley Wastewater System Project* ("Infrastructure Agreement"), through which SNWA will, among other things, construct a water pipeline to the Apex area of Garnet Valley where the City will act as the retail water purveyor;

WHEREAS, construction of the pipeline and related infrastructure identified in the Infrastructure Agreement will allow the City to serve customers in the Apex area of Garnet Valley with Colorado River water purchased from SNWA and that such construction will take approximately seven years to complete ("Interim Period");

WHEREAS, NV Energy operates the Harry Allen, Chuck Lenzie and Silverhawk generation stations located in the Apex area of Garnet Valley and receives water service for the generation stations through an agreement with SNWA;

WHEREAS, NV Energy filed water right change applications 90096 through 90101 ("Change Applications") with the Nevada State Engineer to move 1,515.38 acre-feet annually ("afa") of its senior groundwater rights, which had been used to serve the Reid Gardner Generating

Station in the Muddy River Springs Area Hydrographic Basin, to Garnet Valley to serve the Harry Allen, Chuck Lenzie and Silverhawk generation stations;

WHEREAS, SNWA, the City, and other water users in the LWRFS have filed protests in response to NV Energy's Change Applications;

WHEREAS, the Parties desire to enter into an agreement that will allow the City to use senior groundwater rights to immediately provide retail water service to Apex during the Interim Period and will allow NV Energy to serve the needs of its generation stations in the Apex area with its senior groundwater rights; and

WHEREAS, the Parties acknowledge and recognize the challenges of managing water demand in the over-appropriated LWRFS, where Apex is located, and therefore desire to reach agreement on temporary and long-term water management plans for the Garnet Valley to ensure scarce water resources are used in a sustainable manner that can support continued growth while protecting natural resources and exercising responsible environmental stewardship.

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, SNWA, the City, and NV Energy agree as follows:

AGREEMENT

1. **Recitals.** The Parties acknowledge the Recitals to this Agreement are accurate in all material respects and are hereby incorporated into this Agreement by reference.
2. **Relation to Infrastructure Agreement.** This Agreement shall not alter the duties and obligations between SNWA and the City contained in the Infrastructure Agreement. If a conflict arises with terms in the Infrastructure Agreement and this Agreement, the Infrastructure Agreement's terms shall control between SNWA and the City. The Parties further acknowledge that NV Energy is not a party to the Infrastructure Agreement.
3. **NV Energy's Change Applications.**
 - a. **Withdrawal of Protests.** The City and SNWA will withdraw their protests to NV Energy's Change Applications within 30 days of this Agreement's Effective Date.
 - b. **Pursuing Change Applications.** NV Energy will continue to process the Change Applications and, if approved by the Nevada State Engineer, transfer 1,515.38 afa to Garnet Valley.
 - c. **Use of Water from Change Applications.** During the Interim Period, NV Energy will use up to 1,200 afa of the water from the Change Applications for power production purposes in Garnet Valley. During the Interim Period, the remaining 315 afa will be made available to the City as discussed in Section 6(c), below.
 - d. **SNWA Forbearance.** Upon approval of the Change Applications, SNWA and NV Energy will terminate their lease for Garnet Valley Water Rights. Subject to the provisions in Section 5 regarding NV Energy moving additional groundwater to support Apex area development, SNWA further agrees to forbear from using, or

allowing another Party, including any third party, to use the water rights historically used under the lease with NV Energy. SNWA is willing to withdraw such water rights as part of a conjunctive management plan or other State Engineer management action agreed to by SNWA that comprehensively addresses the over appropriation of water rights in the LWRFS.

4. Additional NV Energy Water Rights in the LWRFS.

- a. **Alluvial Rights.** SNWA and NV Energy acknowledge that NV Energy will retain rights to pump alluvial groundwater in the Muddy River Springs Area. SNWA and NV Energy recognize that this area of the LWRFS is particularly sensitive to water use because it provides habitat for the Moapa dace, which is listed as “endangered” under the Endangered Species Act. SNWA and NV Energy therefore agree to formally consult with one another before NV Energy takes actions with respect to these rights that may result in additional pumping within the LWRFS.

5. Water Development Plan for Apex Area. NV Energy will file up to 585 afa in additional change application(s) to move groundwater from the Muddy River Springs Area to the Garnet Valley, as needed by the City, to support Apex area development. These additional change applications will be part of a plan for groundwater use in the Apex area developed by the City, in conjunction with NV Energy and SNWA; this plan for groundwater use will be a component of the Garnet Valley Groundwater Management Plan discussed in Section 6(c) below. NV Energy will make this water available to the City, as necessary to support development at Apex.

- a. The maximum amount of water that may be made available to the City through these additional change applications is 900 afa (“Additional Groundwater”).
- b. The Additional Groundwater shall mean the water leased to the City for the maximum amount of 900 afa during the Interim Period and as allowed under the Garnet Valley Groundwater Management Plan, detailed in Section 6 below, after the Interim Period. NV Energy shall make the Additional Groundwater available to the City in accordance with this Agreement and any pertinent permit, certificate, or decision issued by the State Engineer. NV Energy and the City shall act in accordance with any State Engineer orders and directives and any and all permits and certificates relating to the Additional Groundwater. The place of use for Additional Groundwater provided for under this Agreement shall be limited to only the Garnet Valley Hydrographic Basin.
- c. The City shall pay NV Energy for the Additional Groundwater at a cost of \$200.00 per acre foot annually with an increase of 3% each year. The Additional Groundwater taken by the City will be measured, as described in paragraph 6 below. NV Energy will submit an invoice to the City that includes the number of acre-feet used by the City in the preceding month and the payment amount due to NV Energy. The City shall pay the total amount due to NV Energy as shown on each bill per normal billing terms (i.e. net 30 days). The City is not required to pay for any Additional Groundwater it does not take.

- d. The Parties expressly agree that NV Energy shall retain its interest in the Additional Groundwater, and that City's right to use the Additional Groundwater is a usufructuary right to use the Additional Groundwater under the terms set forth in this Agreement. If NV Energy chooses to sell the Additional Groundwater, NV Energy agrees to discuss, in good faith, the potential sale of the Additional Groundwater with the City. Additionally, NV Energy covenants not to knowingly take any action, by omission or commission, that may (1) subject NV Energy's water right permits to cancellation, forfeiture or abandonment proceedings by the State Engineer; (2) dispose of any interest in NV Energy's Permits by conveyance, pledge, deed of trust, license, lease or any other instrument; or (3) allow lien claims against NV Energy's Permits.
- e. NV Energy makes no representation or warranty regarding the quality of the Additional Groundwater to the City under this Agreement and NV Energy shall not be responsible in the event the quality of such water is not acceptable for the City's use. The City shall be responsible for treating the water at its own cost to make the water suitable for its intended purpose.
- f. If necessary, NV Energy agrees to take all necessary actions to file an application(s) with the State Engineer for the City's use of the Additional Groundwater. NV Energy will bear all costs of preparing, processing, filing and pursuing any change applications for the City's use of the Additional Groundwater at Apex. The City shall fully cooperate with NV Energy in the preparation, processing, filing and pursuit of any such application(s). The City shall be responsible for supplying necessary information to NV Energy to support NV Energy's filings regarding the Additional Groundwater and, if necessary, shall actively participate in any administrative hearings before the State Engineer. NV Energy will keep the City fully informed of its efforts in processing change applications, including allowing the City to review the application(s) and/or pleadings before filing; assisting the City in seeking to intervene in such proceedings; consulting with the City as to litigation strategy; and promptly supplying the City notice of any information received from the State Engineer or other entity which could negatively impact the City's use of water as intended by this Agreement. NV Energy shall promptly supply the City with any information, approval, or denial received from the State Engineer or other governmental entity which could impact the City's use of water under this Agreement.
- g. The City shall be responsible for monitoring and reporting to NV Energy well production data and for the maintenance and operation of any flow meters necessary to obtain such measurements. The City will report well production by permit number and well to NV Energy monthly within fourteen (14) days of the end of each calendar month.
- h. The Parties agree to comply with any final order, ruling or decision of the State Engineer or of a court of competent jurisdiction requiring reduced pumping or limiting the availability or quantity of water approved for appropriation. Under such circumstances, NV Energy and the City will attempt to cooperate in developing a plan to deliver alternative water, but NV Energy is not obligated to provide alternative water. The Parties expressly agree that NV Energy shall in no event be liable or in any way

- responsible if the City is required to reduce the quantity of Additional Groundwater it is entitled to take.
- i. Emergency use of water shall not impair NV Energy's ability to serve its own facilities or existing agreements with other parties. NV Energy shall not be responsible in the event the pumping systems are not able to meet all emergency use requirements at the time of need due to mechanical limitations and/or need to serve its power generating facilities.
 - j. It is expressly understood that during the Interim Period, the City will be responsible for drilling and operation of its wells and all related storage and transmission pipeline facilities. After the Interim Period, the City shall bear all costs associated with connection to NV Energy's infrastructure. NV Energy shall, in consultation with the City, select the location of the City's interconnection to the infrastructure for emergency use of the water. It is the intention of the Parties that the City will construct and maintain its own water system to provide the Additional Groundwater to its facilities and that NV Energy will have no responsibility for the construction, operation or maintenance of such system, nor will NV Energy be in any way responsible for the quality of Additional Groundwater obtained therefrom. It is expressly understood by the Parties that the City will be the sole owner of any improvements acquired or constructed by the City, including wells, pumps, pump houses, transmission pipelines and electrical sources required and/or used to divert and deliver the Additional Groundwater.
 - k. Subject to the obligations set forth in Section 5(j), the City is contemplating the construction of certain emergency water storage and piping infrastructure in the Apex area in the future to serve the City's needs. The City and NV Energy agree to formally consult with one another in the future to determine if said emergency storage and piping infrastructure would provide needed benefit to NV Energy as well, such that the City and NV Energy may discuss sharing some use and/or cost of those facilities.

6. Garnet Valley Groundwater Management Plan. The Parties shall create a Garnet Valley Groundwater Management Plan ("GV-GMP") by September 1, 2021 that the Parties will present to the Nevada State Engineer for approval. The GV-GMP will, at a minimum:

- a. Establish an agreed upon long-term sustainable yield for Garnet Valley.
- b. Set a maximum groundwater pumping amount that shall not exceed 2,900 afa of combined pumping in Garnet Valley during the Interim Period. The 2,900 afa limit will be reduced as set forth below upon the completion of the Infrastructure Agreement pipeline that will provide the City with Colorado River water to support water service demand at Apex, at which time the Interim Period shall expire.
- c. After the Interim Period, the GV-GMP shall provide that the maximum combined groundwater pumping in Garnet Valley from all water rights holders shall be reduced from 2,900 afa to 2,000 afa; provided, however, NV Energy's pumping in Garnet Valley shall not be limited to an amount less than 1,200 afa without NV Energy's written consent.

- d. After the Interim Period, allow the City to use up to 100 afa of groundwater in excess of the 2,000 afa cap on an emergency basis. This water used on an emergency basis will be leased from NV Energy on the same terms as the Additional Groundwater detailed in Section 5(c)-(j) above,. An “emergency” for purposes of this section includes a pipeline-system failure or pipeline maintenance but shall not include scenarios where the system is operational but demand exceeds supply.

7. **Long-Term Groundwater Management Plan Actions by State Engineer.** In the event the State Engineer adopts the GV-GMP as outlined in Paragraph 6 above or otherwise issues orders or rulings having a substantially similar effect, the Parties agree to take actions as appropriate to comply with the terms of the GV-GMP or such orders or rulings. In the event the State Engineer chooses not to adopt the GV-GMP or issue orders or rulings having a substantially similar effect, the Parties shall nonetheless agree to take actions as appropriate to limit their groundwater pumping such that the pumping limitations set forth in Paragraph 6, above, are maintained. In the event the State Engineer issues an alternative groundwater management plan that prevents NV Energy from accessing up to 1,200 afa of Garnet Valley groundwater or implements caps materially lower than those set forth in Paragraph 6, above, or issues orders or rulings having a similar effect, any Party may terminate this Agreement by providing written notice to the other Parties not less than thirty (30) days after formally consulting with the other Parties regarding such termination and measures by which such termination might be avoided.

8. **Term.** Except as provided in this Section and Section 7, above, the term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until all Parties agree in writing to terminate this Agreement. If the construction of the pipeline and related infrastructure identified in the Infrastructure Agreement is not completed and operational by December 31, 2031, any Party may terminate the agreement by delivering thirty (30) day written notice.

9. **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 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.

10. **Internal Authority.** Each Party represents and covenants with the other Parties 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. The Parties further agree and acknowledge that Public Utilities Commission of Nevada approval may be required for NV Energy to enter into this Agreement and other agreements contemplated herein.

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

12. **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 or for the violation of any state or federal law or regulation relating to the exercise of any rights or obligations hereunder.

13. **No Third-Party Beneficiaries.** This Agreement shall not be deemed to benefit 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.

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

15. **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.

16. **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.

17. **Jury Waiver.** To the fullest extent permitted by law, the Parties waive any right they may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. The Parties further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

18. **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.

19. **No Joint Venture.** No joint venture is contemplated or established by this Agreement, and no Party shall be deemed to be the agent of any other Party for any purpose by virtue of this Agreement.

20. **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.

21. 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.

22. 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 an overnight courier service, and shall be addressed to the Parties as follows:

To SNWA:

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

NV Energy:

Nevada Power Company, d/b/a NV Energy
Attn: President,
6226 W. Sahara Avenue, M/S 01
Las Vegas, NV 89146

With a copy to:

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

With a copy to:

Nevada Power Company, d/b/a NV Energy
Attn: General Counsel
6226 W. Sahara Avenue, M/S 03
Las Vegas, NV 89146

To North Las Vegas:

City of North Las Vegas
Attn: Utilities Director
2250 Las Vegas Blvd. N., Suite 250
North Las Vegas, NV 89030

With a copy to:

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

A 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.

23. 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.

24. Execution in Counterparts; DocuSign. 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.

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

Date of Approval: _____

John J. Entsminger
General Manager

APPROVED AS TO FORM:



Gregory J. Walch
General Counsel

CITY OF NORTH LAS VEGAS:

a municipal corporation and political subdivision of the State of Nevada

Date of Approval: May 19, 2021



John J. Lee
Mayor

ATTEST:



Catherine Raynor, MMC
City Clerk

APPROVED AS TO FORM:



Micaela Moore
City Attorney

NEVADA POWER COMPANY, d/b/a NV Energy:

Doug Cannon
President and CEO

APPROVED AS TO FORM:

Brandon Barkhuff
Vice President, General Counsel

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

July 15, 2021

Subject:

2021 SNWA Refunding Bond Request Resolution

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors adopt a resolution requesting the refunding of certain Clark County General Obligation (Limited Tax) Bond Bank Bonds that are additionally secured by SNWA Pledged Revenues, and requesting that the Clark County Board of Commissioners issue general obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) refunding bonds in the maximum principal amount of \$70,000,000, in one or more series, to refinance all or any portion of the bonds.

Fiscal Impact:

The Authority will be obligated to make debt service payments to Clark County from Authority revenues generated through customer rates and charges. Any refundings resulting from this authorization will reduce debt service cost.

Background:

At the request of the Authority, Clark County previously issued its General Obligation (Limited Tax) Bond Bank Bonds (Additionally Secured by SNWA Pledged Revenues), Series 2006 (2006 Bonds) on the Authority's behalf. The Authority now desires to refinance these bonds through the issuance of refunding bonds.

The attached 2021 SNWA Request Resolution to the County Board (Bond Resolution) requests the refunding of certain water revenue bonds of the Authority currently held by the Clark County Bond Bank (Bonds), including, without limitation, all or any portion of the 2006 Bonds, and requests that the Clark County Board of Commissioners issue General Obligation (Limited Tax) Bond Bank Bonds (Additionally Secured by SNWA Pledged Revenues) (Refunding Bonds), in the maximum aggregate principal amount of \$70,000,000, in one or more series to refinance all or any portion of the Bonds. The proceeds of the Refunding Bonds will be used to achieve debt service savings and to pay the costs of issuing the Refunding Bonds. This will allow the Authority to reduce future debt service costs. The Bond Resolution must be adopted with the approval of each board member appointed by an SNWA purveyor member.

This Bond Resolution is authorized pursuant to NRS 244A.059, NRS 277.0745, and Section 6(1) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this resolution.

JJE:EKB:RS:kan

Attachment: 2021 SNWA Request Resolution to the County Board

AGENDA
ITEM #

12

RESOLUTION

A RESOLUTION CONCERNING THE REFINANCING OF CERTAIN OUTSTANDING BONDS OF THE SOUTHERN NEVADA WATER AUTHORITY; REQUESTING THE BOARD OF COUNTY COMMISSIONERS TO ISSUE GENERAL OBLIGATION BOND BANK REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) TO PURCHASE THE REFUNDING BONDS OF THE SOUTHERN NEVADA WATER AUTHORITY; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Board of Directors (the “Board”) of the Southern Nevada Water Authority (the “Authority”) deems it advisable to issue refunding bonds, notes, and other instruments of the Authority for the purpose of refinancing certain outstanding bonds of the Authority in an aggregate principal amount not to exceed \$70,000,000; and

WHEREAS, pursuant to NRS 244A.013 to 244A.065, the Board deems it advisable to request that the Board of County Commissioners of Clark County, Nevada (respectively, the “County Board” and the “County”) issue general obligation bond bank refunding bonds to purchase the Authority’s bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTHERN NEVADA WATER AUTHORITY:

Section 1. This resolution shall be known as the “2021 SNWA Request Resolution to the County Board.”

Section 2. The County Board is hereby requested to issue general obligation bond bank refunding bonds (additionally secured with pledged revenues) in the maximum principal amount of \$70,000,000 in one or more series to refinance certain water revenue bonds of the Authority that have heretofore been purchased and are currently held by the County Bond Bank, including, without limitation, the Southern Nevada Water Authority, Nevada, Water Revenue Bond, Series 2006.

Section 3. The Secretary to the Board is hereby directed to certify a copy of this resolution to the County Board, thereby formally requesting that the County Board proceed to issue general obligation bond bank refunding bonds of the County.

Section 4. The officers of the Authority be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution

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including, if necessary, amending the Authority's capital improvement plan, statements of current and contemplated debt and debt management policy, arranging for the sale of the Authority's bonds, and if required, deeming a preliminary official statement for any bonds issued by the County to finance the Authority's bonds, to be final for purposes of Rule 15c2-12 of the Securities Exchange Commission.

Section 5. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 6. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect any remaining provisions of this resolution.

Section 7. This resolution shall become effective on its passage and adoption.

PASSED, ADOPTED AND APPROVED at a meeting of the Board of Directors of the Southern Nevada Water Authority this July 15, 2021.

John J. Entsminger, Secretary
Southern Nevada Water Authority

Marilyn K. Kirkpatrick, Chair

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STATE OF NEVADA)
)
COUNTY OF CLARK) ss.
)
SOUTHERN NEVADA)
WATER AUTHORITY)

I, the duly chosen and qualified Secretary of the Southern Nevada Water Authority (the “Authority”), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of Directors of the Authority (the “Board”) on July 15, 2021.

2. The original of the resolution has been approved and authenticated by the signatures of the Chair of the Authority and the Board and myself as Secretary of the Authority and the Board, and sealed with the seal of the Authority, and has been recorded in the minute book of the Board kept for that purpose in my office which record has been duly signed by such officers and properly sealed.

3. All of the members of the Board present at the meeting voted on the passage of the resolution as follows:

Those Voting Aye:

Claudia Bridges
Cedric Crear
James B. Gibson
Justin Jones
Marilyn K. Kirkpatrick
John Lee
Dan H. Stewart

Those Voting Nay:

Those Abstaining:

Those Absent :

4. All members of the Board were given due and proper notice of the meeting.

5. Public notice of each meeting was given, and the meeting was held and conducted, in full compliance with the provisions of NRS 241.020 and, if applicable, any emergency directives then in effect, as amended or extended. Unless such requirement was suspended by any emergency directive, a copy of the notice of each meeting was posted not later than 9:00 a.m. of the third working day before the meeting at:

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- (i) By giving a copy of the notice to each member of the Board;
- (ii) By posting a copy of the notice on the Authority's website, if any, and on the State of Nevada's official website; at the principal office of the Board, or if there is no principal office, at the building in which the meeting is to be held; and at least three other separate, prominent places within the jurisdiction of the Board, to wit:

- (i) City of Boulder City, City Hall
401 California Street
Boulder City, Nevada
- (ii) City of Henderson, City Hall
240 Water Street
Henderson, Nevada
- (iii) City of North Las Vegas, City Hall
2250 Las Vegas Boulevard North
North Las Vegas, Nevada
- (iv) City of Las Vegas, City Hall
495 South Main Street
Las Vegas, Nevada
- (v) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada
- (vi) Clark County Water Reclamation District
5857 E. Flamingo Road
Las Vegas, Nevada
- (vii) Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, Nevada

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(viii) Las Vegas Valley Water District
1001 S. Valley View Boulevard
Las Vegas, Nevada

and

(iii) By giving a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board. Such notice was deposited with the postal service used by the Board no later than 9:00 a.m. at least three working days before the July 15, 2021 meeting.

6. A copy of the notice so given of the meeting of the Board held on July 15, 2021 is attached hereto as Exhibit A.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Southern Nevada Water Authority in Clark County, Nevada, this July 15, 2021.

John J. Entsminger, Secretary
Southern Nevada Water Authority

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Exhibit A

(Attach Copy of Notice of Meeting)

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SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 15, 2021

Subject:

2021 SNWA New Money Bond Request Resolution

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors adopt a resolution requesting the Board of Directors of the Las Vegas Valley Water District to issue bonds in the maximum principal amount of \$350,000,000 to finance the cost of water projects for the Authority; declaring the official intent of the Authority to reimburse certain costs related to such water projects with the proceeds of such bonds; and providing the effective date thereof.

Fiscal Impact:

The debt service will be paid from the Authority's rates and charges.

Background:

On July 1, 1996, the Authority and the Las Vegas Valley Water District (District) entered into the Master Bond Repayment Agreement (MBRA). The MBRA authorizes the District to issue general obligation bonds for the benefit of the Authority. The proceeds may be used to fund capital expenditures or refund outstanding debt issued under the MBRA. The MBRA requires the Authority to pay the costs of debt issued under the MBRA.

In 2002, the Board of Directors adopted the SNWA Major Construction and Capital Plan (MCCP), last amended November 19, 2020. In accordance with the Facilities and Operations Agreement, each Authority purveyor approved the MCCP and all amendments. The MCCP provides for the accomplishment of capital endeavors such as acquisition of water resources, system repairs and replacements, water quality enhancements, construction of facilities for increased reliability and drought protection (Water Projects).

The proceeds of the bonds will be used to provide the Authority with up to \$350,000,000 in funds to pay the cost of capital endeavors of the Authority. The attached 2021 SNWA Request Resolution to the District Board (Request Resolution) also authorizes the use of bond proceeds for reimbursement of costs related to the Water Projects. The Request Resolution must be adopted with the approval of each board member appointed by an SNWS purveyor member.

This Request Resolution is authorized pursuant to NRS Chapter 350, Section 6(l) of the SNWA 1995 Amended Cooperative Agreement, and the MBRA. The office of the General Counsel has reviewed and approved this resolution.

RESOLUTION

A RESOLUTION REQUESTING THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT TO ISSUE BONDS TO FINANCE THE COST OF WATER PROJECTS FOR THE SOUTHERN NEVADA WATER AUTHORITY; SETTING FORTH THE INTENT TO REIMBURSE OUT OF BOND PROCEEDS CERTAIN EXPENDITURES RELATED TO WATER PROJECTS; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the Board of Directors (the “Authority Board”) of the Southern Nevada Water Authority, Nevada (the “Authority”) hereby deems it advisable for the Las Vegas Valley Water District, Nevada (the “District”) to issue general obligation bonds to provide the Authority with funds to pay the cost of acquiring and constructing improvements for water projects for the Authority, as set forth in Chapter 631, Statutes of Nevada 1993, and in the Authority’s approved capital plan (the “Project”); and

WHEREAS, pursuant to Chapter 167, Statutes of Nevada 1947, as amended (the “Project Act”), and Chapter 350 of the Nevada Revised Statutes, the Board of Directors of the District (the “District Board”) is authorized, on behalf of the Authority and in the name of the District, to issue general obligations of the District that are additionally secured by certain revenues of the Authority described in the Project Act (the “Southern Nevada Water Authority Revenues”) for the purpose of financing the cost of the Project; and

WHEREAS, the Authority and the District have heretofore entered into the “SNWA/LVVWD Master Bond Repayment Agreement,” dated as of July 1, 1996, as amended (the “Agreement”), which governs the repayment of indebtedness issued by the District on behalf of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTHERN NEVADA WATER AUTHORITY:

Section 1. This resolution shall be known as the “2021 SNWA Request Resolution to the District Board.”

Section 2. The District Board is hereby requested to take all necessary steps toward the issuance of general obligation (limited tax) bonds additionally secured by Southern Nevada Water Authority Revenues in the maximum aggregate principal amount of \$350,000,000

(the “Bonds”), and to issue the Bonds in one or more series, to be expended for the purposes of financing the cost of the Project as set forth in the preambles hereto.

Section 3. The Authority Board hereby authorizes the incurrence of an Authority Debt (as such term is used in the Agreement) in the maximum principal amount of \$350,000,000 to be incurred and be repaid as provided in the Agreement.

Section 4. In order to permit the Authority to reimburse itself for expenditures relating to the Project incurred prior to the issuance of Bonds with the proceeds of the Bonds, the Authority Board hereby determines and declares that:

(a) The Authority Board reasonably expects that the Authority will incur expenditures with respect to the Project prior to the issuance of the Bonds and desires to reimburse those expenditures from the proceeds of the Bonds;

(b) The maximum principal amount of the Bonds expected to be issued for the cost of the Project is \$350,000,000; and

(c) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Bonds is consistent with the Authority’s budgetary and financial circumstances as of the date of this resolution. The Authority currently does not have moneys that are, or are expected in the future to be, allocated on a long-term basis, reserved or otherwise available pursuant to the Authority’s budget to pay the expenditures that the Authority intends to reimburse.

Section 5. The Secretary to the Board is hereby directed to certify a copy of this resolution to the District Board, thereby formally requesting that the District Board proceed to issue the Bonds.

Section 6. The officers of the Authority be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution including, if necessary, amending the Authority’s capital improvement plan, statements of current and contemplated debt and debt management policy, arranging for the sale of the Bonds, and if required, deeming a preliminary official statement for the Bonds to be final for purposes of Rule 15c2-12 of the Securities Exchange Commission.

Section 7. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 8. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect any remaining provisions of this resolution.

Section 9. This resolution shall become effective on its passage and adoption.

PASSED, ADOPTED AND APPROVED at a meeting of the Board of Directors of the Southern Nevada Water Authority this July 15, 2021.

John J. Entsminger, Secretary
Southern Nevada Water Authority

Marilyn K. Kirkpatrick, Chair

STATE OF NEVADA)
)
COUNTY OF CLARK) ss.
)
SOUTHERN NEVADA)
WATER AUTHORITY)

I, the duly chosen and qualified Secretary of the Southern Nevada Water Authority (the “Authority”), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of Directors of the Authority (the “Board”) on July 15, 2021.

2. The original of the resolution has been approved and authenticated by the signatures of the Chair of the Authority and the Board and myself as Secretary of the Authority and the Board, and sealed with the seal of the Authority, and has been recorded in the minute book of the Board kept for that purpose in my office which record has been duly signed by such officers and properly sealed.

3. All of the members of the Board present at the meeting voted on the passage of the resolution as follows:

Those Voting Aye:

Claudia Bridges
Cedric Crear
James B. Gibson
Justin Jones
Marilyn K. Kirkpatrick
John Lee
Dan H. Stewart

Those Voting Nay:

Those Abstaining:

Those Absent :

4. All members of the Board were given due and proper notice of the meeting.

5. Public notice of each meeting was given, and the meeting was held and conducted, in full compliance with the provisions of NRS 241.020 and, if applicable, any emergency directives then in effect, as amended or extended. Unless such requirement was suspended by any emergency directive, a copy of the notice of each meeting was posted not later than 9:00 a.m. of the third working day before the meeting at:

- (i) By giving a copy of the notice to each member of the Board;
- (ii) By posting a copy of the notice on the Authority's website, if any, and on the State of Nevada's official website; at the principal office of the Board, or if there is no principal office, at the building in which the meeting is to be held; and at least three other separate, prominent places within the jurisdiction of the Board, to wit:

- (i) City of Boulder City, City Hall
401 California Street
Boulder City, Nevada
- (ii) City of Henderson, City Hall
240 Water Street
Henderson, Nevada
- (iii) City of North Las Vegas, City Hall
2250 Las Vegas Boulevard North
North Las Vegas, Nevada
- (iv) City of Las Vegas, City Hall
495 South Main Street
Las Vegas, Nevada
- (v) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada
- (vi) Clark County Water Reclamation District
5857 E. Flamingo Road
Las Vegas, Nevada
- (vii) Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, Nevada

(viii) Las Vegas Valley Water District
1001 S. Valley View Boulevard
Las Vegas, Nevada

and

(iii) By giving a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board. Such notice was deposited with the postal service used by the Board no later than 9:00 a.m. at least three working days before the July 15, 2021 meeting.

6. A copy of the notice so given of the meeting of the Board held on July 15, 2021 is attached hereto as Exhibit A.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Southern Nevada Water Authority in Clark County, Nevada, this July 15, 2021.

John J. Entsminger, Secretary
Southern Nevada Water Authority

Exhibit A

(Attach Copy of Notice of Meeting)

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

July 15, 2021

Subject:

Citizens Advisory Committee

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors appoint nine individuals in accordance with Nevada Assembly Bill 356 (2021) to serve on the Nonfunctional Turf Removal Advisory Committee and make recommendations for the removal of nonfunctional turf in the Las Vegas Valley.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On June 4, 2021, Governor Sisolak signed Assembly Bill 356, which directs the Board of Directors to develop a plan for the removal of nonfunctional turf in the Las Vegas Valley. To support development of the plan, the legislation also created the Nonfunctional Turf Removal Advisory Committee (NTRAC) to be appointed by the Board. The committee will evaluate phases and deadlines for the removal of nonfunctional turf and consider recommendations regarding waivers or exemptions to the nonfunctional turf provisions.

The committee must be comprised of nine voting members, representing office parks, businesses, industrial or commercial businesses, golf courses, two common-interest communities, multi-family housing facilities, environmental organizations, and local governments.

The NTRAC's meetings will be open to the public. Ultimately, these meetings will result in the NTRAC's development of formal recommendations for Board consideration.

This action is authorized by Section 6(p) of the SNWA 1995 Amended Cooperative Agreement and Section 40 of Assembly Bill 356 (2021). The office of the General Counsel has reviewed and approved this agenda item.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 15, 2021

Subject:

Water Smart Landscapes Program Changes

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors authorize the General Manager or his designee to make changes to the current Water Smart Landscapes Program, including: 1) removing the \$500,000 annual incentive cap for non-single-family residential projects effective August 1, 2021; 2) eliminating the ability for a non-single-family residential project to obtain \$3.00 for the first 10,000 square feet of turf converted annually; 3) modifying program incentive rates, structure, and annual cap after January 1, 2024; and 4) eliminating, waiving, or modifying program easement requirements; and to execute documents as necessary to effectuate the program.

Fiscal Impact:

Fiscal impacts will vary based upon the number of applicants and project sizes. This incentive structure will result in lower costs to the Authority for future large projects that would otherwise be phased over multiple years. Funds for future expenditures related to any increase or decrease to future incentive amounts will be budgeted accordingly.

Background:

In June 2021, Governor Sisolak signed AB356 into law, prohibiting the use of Colorado River water to irrigate non-functional turf after December 31, 2026. While critically important for this community, the increased number of Water Smart Landscapes program applications will undoubtedly strain existing program management resources. The increase in workload will require significant new staffing resources. Staff is recommending changes to program incentives and conditions to accelerate large projects, streamline program administration, and manage total program costs.

The program currently provides annual (fiscal year) incentives of \$3.00 per square foot for the first 10,000 square feet and \$1.50 for each remaining square foot with a \$500,000 per project limit (annual cap). If approved, new program conditions would remove the annual cap and provide a \$3.00 incentive amount for the first 10,000 square feet converted and \$1.50 per square foot for all remaining turf at a non-single-family residential property without regard for the total square footage converted in any fiscal year. This means a single project/property would only receive \$3.00 per square foot for the first 10,000 square foot once, instead of annually. These incentive modifications will reduce project phasing that requires additional staff review time, decrease the Authority's expenditures, and increase economies of scale associated with a large conversion that would otherwise be phased.

The Board of Directors is also being asked to authorize the General Manager or his designee to modify, waive, or eliminate the current requirement for a conservation easement based upon program needs, funding sources, and regulatory requirements. In addition, the General Manager or his designee may modify the incentive rates, structure, and annual cap for non-single-family residential projects after January 1, 2024, to manage workload, budgets and reserves, and balancing funding needs for other conservation and capital program initiatives. As the Authority moves forward to meet the requirements set forth in AB356, greater flexibility is imperative to address uncertainty related to workload and funding.

This action is authorized pursuant to NRS 277.110 and Sections 6(f) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

JJE:CNP:ZLM:KH:nh
Attachments: None

AGENDA
ITEM #

15

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

July 15, 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 initiatives, 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.