

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – SEPTEMBER 15, 2022

BOARD CHAMBERS, SOUTHERN NEVADA WATER AUTHORITY
100 CITY PARKWAY, SEVENTH FLOOR, LAS VEGAS, NEVADA

Board of Directors

Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
James Adams
Scott Black
Cedric Crear
Jim Gibson
Justin Jones

John J. Entsminger,
General Manager

Date Posted: September 8, 2022

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 S. 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 S. 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. Public comment received through September 14, 2022, will be included in the meeting's minutes.

ITEM NO.

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of July 21, 2022.

CONSENT AGENDA Items 2 – 11 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Approve and authorize the General Manager to sign a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection for an amount not to exceed \$193,366.
3. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2023 grant program and authorizing the General Manager to sign the implementing funding agreement provided the Authority's obligations do not exceed \$2,989,072.
4. *For Possible Action:* Approve an assistance agreement, in substantially the same form as attached hereto, between the Bureau of Reclamation and the Authority to accept a grant in an amount not to exceed \$8,499,582 to construct a buried water pipeline to provide raw water from existing Lake Mead intake facilities to the Nevada Department of Wildlife Lake Mead Fish Hatchery and authorize the General Manager to approve future modifications only if the future modifications do not impact the Authority.

5. *For Possible Action:* Approve and authorize the General Manager to sign an interlocal agreement between the City of Henderson and the Authority for the conversion of an estimated 2,000,000 square feet of irrigated turf with water-efficient landscaping and to authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed \$4,100,000.
6. *For Possible Action:* Approve and authorize the General Manager to sign an interlocal agreement between the City of Henderson and the Authority for the conversion of an estimated 2,000,000 square feet of cool season turf to warm season turf and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed \$1,050,000.
7. *For Possible Action:* Award a bid for fluorosilicic acid to Brenntag Pacific, Inc., in an amount not to exceed \$961,875, authorize contract renewals for up to four additional one-year terms with annual increases of up to 25 percent over the previous year, and authorize the General Manager to sign the purchase agreement.
8. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Stantec Consulting Services Inc. and the Authority to provide professional engineering services for the Low Lake Level Treatability Study for an amount not to exceed \$152,476.
9. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Black & Veatch Corporation and the Authority to provide engineering design and construction phase support services for a microbiology research laboratory expansion in an amount not to exceed \$2,981,000.
10. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Wunderlich-Malec Engineering and the Authority to provide professional services associated with ongoing control systems projects in an annual amount not to exceed \$750,000, and authorize renewals for up to six additional one-year periods.
11. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Telstar Instruments dba SAE Systems and the Authority to provide professional services associated with ongoing control systems projects in an annual amount not to exceed \$750,000, and authorize renewals for up to six additional one-year periods.

BUSINESS AGENDA

12. *For Possible Action:* Award a bid for liquid chlorine to Thatcher Company of Nevada, Inc., in an amount not to exceed \$3,584,656, authorize contract renewals for up to four additional one-year terms with annual increases of up to 25 percent over the previous year, and authorize the General Manager to sign the purchase agreement.
13. *For Possible Action:* Reject the bid from Shannon Chemical Corporation and award the contract for zinc orthophosphate to Carus LLC in an amount not to exceed \$1,290,000, authorize contract renewals for up to four additional one-year terms with annual increases of up to 25 percent over the previous year, and authorize the General Manager to sign the purchase agreement.
14. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Total Resource Management, Inc., and the Authority for professional services related to the installation, deployment, and training of IBM Maximo Enterprise Asset Management Software in an amount not to exceed \$5,133,834 for the period from September 2022 through December 2025.
15. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Black & Veatch Corporation and the Authority for professional services to provide program management support related to the implementation of IBM Maximo Enterprise Asset Management Software in an amount not to exceed \$2,871,799 for the period from September 2022 through December 2025.
16. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between HDR Engineering Inc. and the Authority to provide professional engineering services on the expansion of two Authority pump stations in an amount not to exceed \$5,275,667.
17. *For Possible Action:* Approve and authorize the General Manager to sign a purchase agreement between R&R Instrument Company and the Authority for the purchase of REXA actuators from October 1, 2022, through September 30, 2027, in an amount not to exceed \$2,595,000 annually, with increases not to exceed 10 percent per contract year.
18. *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
JULY 21, 2022
MINUTES**

CALL TO ORDER 9:06 a.m.

BOARD MEMBERS PRESENT Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
James Adams (by telephone)
Scottt Black
Cedric Crear
Jim Gibson
Justin Jones

BOARD MEMBERS ABSENT

STAFF PRESENT John Entsminger, 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

Kevin Kraft said that limiting pool size to 600 square feet would negatively impact his industry. He spoke against implementing the size limit by September. He said that the pool industry had an alternative proposal and urged the Board to consider it.

Amanda Moss said that the Southern Nevada Home Builders Association commissioned a study performed by Applied Analysis that showed that new homes were much more water efficient than older homes. New homes used approximately 50 percent less water than older homes due in part to not installing new turf in the front yards since 2003. She said that SNHBA supported the proposed 600 square foot pool size limit to increase water conservation and sustain economic vitality in Southern Nevada. She said that she looked forward to working with staff to help distribute information about the pool size limit to new home owners should it be approved.

Terrance Thorton said he was a fourth generation Nevadan and worked in the pool construction industry. He said that the process to develop the pool size limit proposal was bad public policy. He said that the pool industry developed an alternative proposal that staff dismissed. He said that the pool size limit did not save enough water to warrant the impact it would have on his industry. He asked the Board to reject the proposal or delay its implementation.

Fred Volz spoke concerning items 11 and 15. He said that as a Boulder City resident, he was concerned at Boulder City's lack of water conservation. He said that the proposed turf conversion by the city did not do enough to reduce turf at municipal facilities. He recommended that the Board send the proposal back to the city to put together a more comprehensive turf removal agreement. He also said that he disagreed with the pool size limit proposal. He said that the community should not approve any new pool construction given the seriousness of the drought.

Tim Unick said that he represented a customer home builder in Las Vegas. He said that he supported the pool industry's alternative pool size proposal. He recommended that the Board delay adoption of the pool size limit by a minimum of six months to allow staff to better collaborate with the pool industry.

Marv Howell said that he worked as a pool builder. He said that he supported water conservation, but he did not support the Authority's proposed pool size limit. He said that the pool industry's alternative proposal would save more water with more equitable impacts. He said that it would be difficult to recreate in a 600 square foot pool. He said that homes with property large enough to accommodate bigger pools should be allowed to build. He said that some restrictions on pool size were reasonable, but that 600 square feet was too restrictive.

Jennifer Lanahan said that she represented the Southern Nevada Pool and Spa Builders and reviewed a pool size limit proposal developed by her association. The proposal limited pool size to seven percent of the total lot size with conservation fees incurred for pools larger than 1,000 square feet. The conservation fees would be waived if permanent pool covers were installed. The proposal also included a maximum on pool size and a prohibition on independent water features. She said a quantitative assessment was performed by Shawn McCoy who holds a Ph.D.

in economics. Based on his analysis, she said that the pool industry's proposal would save 30 percent more water than the proposed 600 square foot pool size limit. She asked the Board to delay the vote to allow for additional time to work with staff.

Ed Uehling said that the Authority should not implement piecemeal conservation measures, like the proposed pool size limit, that detrimentally impact the pool industry. The Authority should focus on larger efforts, such as preventing one million acre-feet of water from being diverted from the Colorado River Basin to the Missouri Valley. He said that the Missouri watershed has floods all the time. The Authority should show leadership and work with partners to develop methods of transferring water from the Missouri Basin into the Colorado River Basin. He said that when his family moved to Southern Nevada in 1942, they lived in the lodge near Lake Mead and the water was nearby. Now, the water is a half mile away from the lodge. He asked why the situation has gotten worse when the Authority has been aware of the declining lake levels for more than 20 years. He said that the pricing tiers should be adjusted so that large water users should pay more for using excess water.

CJ Hoogland said that his firm designed custom homes. Many of the homes his firm had been designing have been worked on for the last year or two and now were coming up against the proposed pool size limit deadline. He said that if they were unable to pull permits before the deadline, the work of many architects, landscape architects, civil engineers, structural engineers and pool builders would go away, wasting tens of thousands of dollars and many hundreds of hours of effort. He asked the Board to reconsider the deadline.

Joe Stubitz, City of Boulder City Utilities Director, spoke in favor of the Boulder City turf conversion agreement. He said that the City looked forward to working with the Authority on additional conservation efforts.

John Hiatt said that the proposed amount of water that would be saved by converting golf course turf in Boulder City suggested that too much water was being used to irrigate golf courses in Southern Nevada. He said that Boulder City should also look at returning its treated waste water to Lake Mead so that the community could receive return-flow credits for that water instead of allowing it to evaporate.

Nick Goodman said that restricting pool size would negatively impact the real estate market in Southern Nevada.

Sam Berdina said that as a custom homebuilder, several projects would be negatively impacted by the pool size limit implementation date.

Chris Attanasio said that landscape architects worked to ensure that their projects were water efficient. He said that the Authority should collaborate with industry experts to develop the best solution not just a solution developed in house. He also supported postponing the implementation deadline.

Karey Zimmerman said that the luxury home market was an important part of the Southern Nevada economy, and that potential luxury home buyers will look to other communities due to a pool size limitation. He said that the Authority should look to the collaborative work done to reduce home energy consumption in Southern Nevada as a model for working collaboratively with industry experts to reduce water consumption.

Dustin Watters said his family had been in the pool industry in Southern Nevada since the late 1960s. He said that the industry would like to work with the Authority to conserve water. He said that the proposed pool size limit and associated implementation deadline was not the best solution for Southern Nevada and does not save enough water.

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 19, 2022.***

FINAL ACTION: Vice Chair Stewart made a motion to approve the agenda for this meeting, and to approve the minutes from the regular meeting of May 19, 2022. The motion was approved.

2. ***For Possible Action: Appoint a chairman and vice chairman to preside over the Board of Directors for Fiscal Year 2022/23.***

FINAL ACTION: Director Jones made a motion to reappoint Marilyn Kirkpatrick as chair and Dan Stewart as vice chair. The motion was approved.

3. ***For Possible Action: Appoint three directors to serve as commissioners of the Colorado River Commission for two-year terms.***

FINAL ACTION: Director Gibson made a motion to appoint Marilyn Kirkpatrick, Dan Stewart and Justin Jones as commissioners of the Colorado River Commission. The motion was approved.

4. ***For Possible Action:*** Receive a presentation from the Authority's Youth Conservation Council and direct staff accordingly.

Maryn Ferguson and Mark Marchlewski, Youth Conservation Council (YCC), gave a presentation. A copy of their presentation is attached to these minutes.

Director Crear asked how many students participated in the YCC and how he might be able to help recruit other participants. Mr. Marchlewski said that 40 students across 22 schools participated in the program. Abigail Phillips, YCC advisor, said that staff reached out to all Southern Nevada high schools to recruit participants and welcomed recruitment help from the Board. Director Crear said he would like to help and suggested possibly co-hosting an outreach event in the future.

Chair Kirkpatrick thanked the students for their involvement in the program, especially after it had been put on hold during the pandemic.

NO ACTION REQUIRED

CONSENT AGENDA Items 5 – 8 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

5. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement between The Regents of The University of California, Scripps Institution of Oceanography, and the Authority for a spring season precipitation, temperature, and streamflow prediction project in the Colorado River Basin for an amount not to exceed \$136,000.
6. ***For Possible Action:*** Approve and authorize the General Manager to sign Change Order No. 3 to the contract with Commercial Roofers, Inc., for roof replacement at two Authority-owned facilities located in Boulder City, extending the substantial and final completion dates by 517 calendar days.
7. ***For Possible Action:*** Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2023 grant program, and authorize the General Manager to sign the implementing funding agreement provided the Authority's obligations do not exceed \$1,747,500.
8. ***For Possible Action:*** Approve an amended and restated professional services agreement among Hobbs, Ong & Associates, Inc.; Public Financial Management, Inc.; and the Authority for independent financial advisory services with the purpose of adding Public Financial Management, Inc., as a party to the agreement, amending the fee schedule, and increasing the not to exceed amount from \$250,000 to \$350,000 per fiscal year.

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

BUSINESS AGENDA

9. ***For Possible Action:*** Reject the bid from Benchmark Contracting dba Cobblestone Construction and award a contract for construction of the River Mountains Engineering and Operations Building at the Authority's existing River Mountains Water Treatment Facility campus to Builders United LLC in the amount of \$6,158,296, authorize a change order contingency amount not to exceed \$615,830, and authorize the General Manager to sign the construction agreement.

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

10. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement between CDM Smith Inc. and the Authority to provide professional engineering design services for the Ozone Equipment Upgrade Project in an amount not to exceed \$10,248,751.

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

11. ***For Possible Action:*** Approve and authorize the General Manager to sign an interlocal agreement between the City of Boulder City and the Authority for the conversion of approximately 721,000 square feet of irrigated turf to water efficient landscaping and to authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed \$1,210,000.

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

12. ***For Possible Action:*** Approve and authorize the General Manager to sign an interlocal agreement between the City of Henderson and the Authority to install approved cooling technologies compliant with the Water Efficient Technologies Program and authorize the General Manager to sign any ministerial documents necessary to effectuate the agreement in an amount not to exceed \$495,000.

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

13. ***For Possible Action:*** Approve an increase to the maximum incentive issued for Water Efficient Technologies projects associated with consumptive water use reduction to \$500,000 per applicant annually.

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

14. ***For Possible Action:*** Authorize the General Manager to establish a uniform, volumetrically based incentive level for cool-to-warm-season turf conversions.

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

15. ***For Possible Action:*** Adopt a resolution (1) supporting a size limit of 600 square feet of total combined surface area for single-family residential pools, spas and water features; and (2) urging the immediate revision of applicable regulatory codes, ordinances, and policies from governing jurisdictions.

John Entsminger, General Manager, gave a presentation regarding the proposed pool size limit. A copy of his presentation is attached to these minutes.

Director Crear asked about the Authority's efforts to collaborate with the pool industry. Mr Entsminger said that staff met with the industry and reviewed its proposal. Based on the Authority's analysis, the pool industry's proposal would save significantly less water than the Authority's proposed pool size limit.

Director Crear asked about the implementation timing of the proposed limit. Mr. Entsminger said that the longer the Authority waits to implement, the less water the community saves. Chair Kirkpatrick said that the Las Vegas Valley Water District had already implemented the pool size limit, so delaying action would only postpone action in other jurisdictions.

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

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.

Mr. Entsminger gave an update on conservation initiatives. A copy of his presentation is attached to these minutes.

Chair Kirkpatrick said that the Authority should widely publicize the measures being taken to reduce the community's water use to 86 gallons per capita per day. She said that there was a lot of misinformation and misunderstanding regarding the community's water use and the conservations measures that were being implemented.

Director Jones asked about efforts to convert septic systems to municipal sewer. Doa Ross, Deputy General Manager, Engineering, said that the Authority had applied for funding to help with converting septic systems. Staff was working with the municipal sewer providers to develop program parameters. The Authority has also compiled a list of multiple residents and businesses that are interested in the program.

NO ACTION REQUIRED

Public Comment

Director Crear said that Juneteenth had been declared a Federal holiday in 2021. He said that the City of Las Vegas had worked to establish Juneteenth as a holiday as well. He said that the holiday was important with his community and wanted to see the holiday observed by the Authority. Mr. Entsminger said that if the Nevada Legislature declares Juneteenth a State holiday then it will automatically be incorporated into labor agreements. He said he would also explore incorporating the holiday into future labor agreements.

Ed Uehling said that if the pool builders were developers or resorts owners, the pool size limit would not have been approved. He said that the adopted restriction would only save 10 million gallons of water per year, but approvals for new homes located in Summerlin will use more than that amount of water. He said that the Authority was tearing up grass and vegetation on the east side of Las Vegas and in Boulder City to allow for new homes to be built on the west side of Las Vegas. He said the solution to the drought was moving water from wetter areas of the country to the arid Southwest.

Kevin Kraft said that just because the Las Vegas Valley Water District voted to implement the pool size limit on September 1, they could vote at a future meeting to change the implementation date. The implementation date was not set in stone and that it could be reconsidered. He said that the pool industry's proposed conservation fee would help fund turf conversions that would save more water than limiting pool size.

John Hiatt said that average Colorado River flows have sharply declined and that the Authority should be planning on Colorado River flows averaging between 6 million and 8 million acre-feet per year. He said that the Southwest's social and economic problems were equal to the water problem. In order to address the water problem, society needs to address farm labor issues. He said that the Authority was in a unique position to provide leadership on the issue due to its water conservation efforts and the lack of local agriculture in Southern Nevada to provide opposition.

Daniel Braisted said that Joel Epstein had developed an invention that made water using laws of physics, temperature, sand and electric shock. He said that he would contact the Authority to further discuss the invention.

Terrance Thornton said that the pool size limit would save 40 million gallons of water over time. However, the approved Boulder City turf conversion would save 50 million gallons of water. He said that it was not good public policy to take such a drastic step to save a small amount of water.

Fred Volz said that all the conservation measures proposed and adopted by the Authority do not amount to the water needed for the community should the drought continue or worsen. He said that no new grass should be allowed even in schools, parks or cemeteries. He said that AB356 has a four year implementation deadline; however, the community might not have that much time. He said that more meaningful water conservation should take place at existing athletic fields, public and private golf courses, playgrounds and cemeteries. Ornamental landscaping watering in places like Green Valley and Summerlin should be curtailed. Evaporative cooling should be addressed in existing buildings. The community can not continue to grow given the current water shortage. He also said that the Federal government should buy out the water rights of alfalfa and cotton farmers in California, Arizona and Nevada.

Troy Miller said that someone could build a 10,000 square foot house with 65 trees, but they can only build a 600 square foot pool. Restricting pool sizes for residents that have the means to pay for it will cause them to go elsewhere. The limit is too small. The limit should have been closer to 1,000 square feet. The pandemic and supply chain issues have already severely impacted the pool industry.

Karey Zimmerman said that there were several projects that were a year in design and will now have to be reworked due to the September 1 implementation of the pool size limit. He said that his homeowners association required him to keep his turf. He said that the public does not understand or believe that there is a water shortage. He said that Mark Davis would not have brought the Raiders to Las Vegas had the pool size limit been implemented earlier.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 11:17 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.



YOUTH CONSERVATION COUNCIL

- Created in 1999 by the SNWA Board of Directors
- This year's program was generously supported by the One Drop Foundation
- Explore the water sustainability challenges facing Southern Nevada and the design solutions needed to address those challenges
- Learn about the many educational and professional paths that support resource management and conservation
- Field trips expose students to water management in action
- Share knowledge with the public at the Springs Preserve Earth Day Event



LEARNING



- Engage visitors in the topics of water resources, conservation and desert adaptation
- Inform visitors of water challenges facing our community
- Encourage visitors to be part of the solution



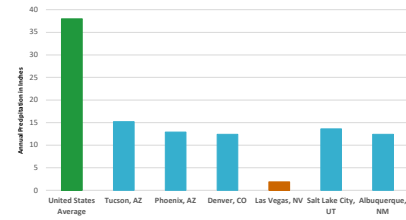
ENGAGEMENT



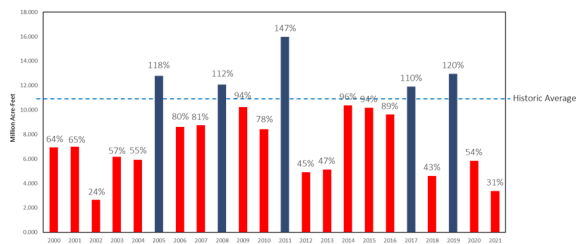
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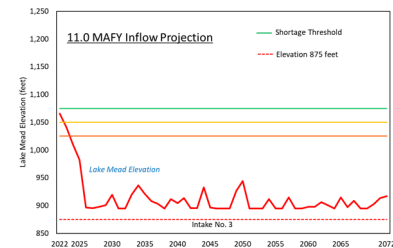
Las Vegas is the driest metropolitan area in the United States.



Since 2000, cumulative Colorado River natural inflows have been approximately **16 trillion gallons** below the historical average.



The Colorado River Basin is likely experiencing aridification – the gradual change of a region from a wetter to a drier climate.



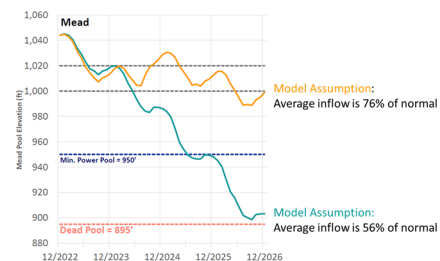
Lake Mead is at significant risk of falling below 900 feet.

At that elevation:

- Reservoir storage is less than 10 percent of capacity
- The SNWA's first two intakes are above the surface
- Hoover Dam is unable to release water downstream to Arizona, California or Mexico
- Hoover Dam can no longer generate power
- Nevada's allocation will be further curtailed by an undefined, potentially significant quantity



Models completed by the Bureau of Reclamation show lake elevations drastically falling.



"In the Colorado River Basin, more conservation and demand management are needed, in addition to the actions already underway."

Between 2 and 4 million acre-feet of additional conservation is needed just to protect critical levels in 2023."

- Honorable Camille Touton, Commissioner, Bureau of Reclamation

What 4 million acre-feet means:

- Nearly one-third of the entire Basin's U.S. allocation
- More than 13 times Nevada's current allocation (300,000 acre-feet)



Cutting use will require participation from every state and every sector in the Basin.

In Southern Nevada, there are five major uses of water that cannot be recovered:



Landscape Irrigation



Septic Systems



Evaporative Cooling



Export Products



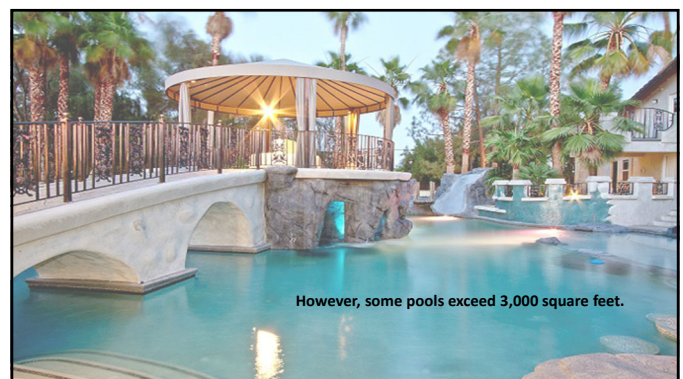
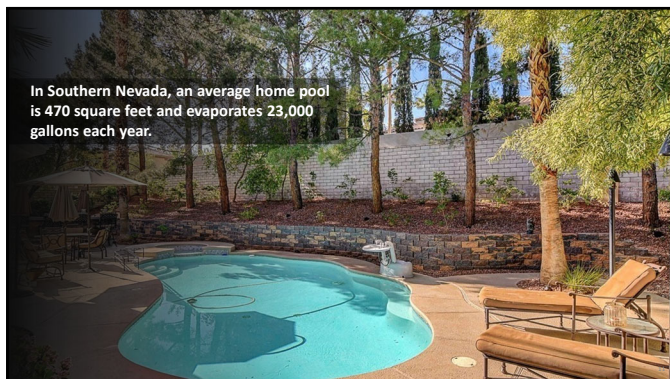
Water Feature Evaporation



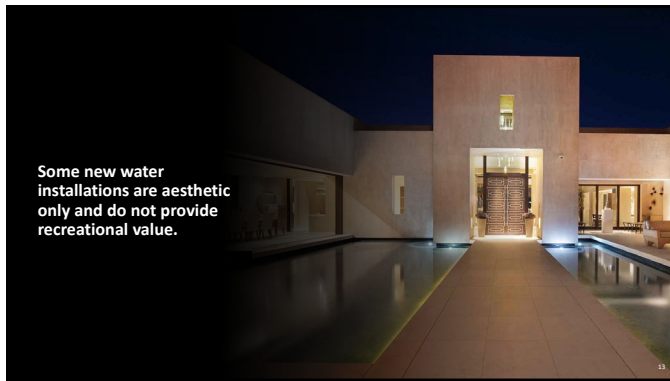
Currently, pools at single-family residences are not limited in size.

2020

In Southern Nevada, an average home pool is 470 square feet and evaporates 23,000 gallons each year.



However, some pools exceed 3,000 square feet.



Future development is limited only by its unrecoverable water uses.

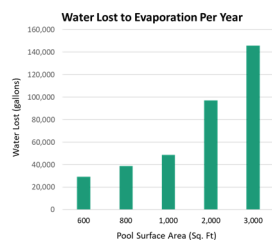
Southern Nevada must adapt with more efficient development codes.



New luxury home with pool that meets proposed 600 sq. ft. surface area limit with artificial turf.

SNWA member agencies are proposing a 600-square foot limit to the combined surface area of a pool, spa and/or ornamental water feature at a single-family residence.

- 75% of recently constructed pools already fall under the proposed size limit
- 600 sq. ft. proposed as it achieves quantifiable water savings without significant impact to homeowners
- Size still allows for sufficient recreational space

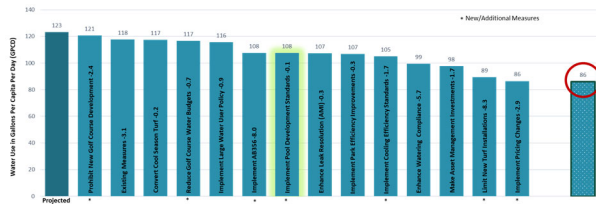


No one would question developing to earthquake safety standards in San Francisco or hurricane standards in Florida.

In Southern Nevada, water scarcity is our natural disaster.



Achieving higher levels of efficiency will extend the availability of current resources and reduce the need for temporary and future resources.



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Staff has reached out to industry professionals on the proposed pool-size limit.

- **March 15** – SNWA staff met with members of the Association of Pool and Spa Professionals to share the current status of drought and water supply and discuss the proposed 600 sq ft limit
- **March 31** – SNWA staff followed up with members of the Association of Pool and Spa Professionals and discussed other proposals shared by the pool industry. These proposals were evaluated
- **Early June** – SNWA mailed notice to approximately 120 pool construction companies, 35 homebuilders and more than two dozen real estate businesses to inform them of the 600 sq ft limit being considered (Resulted in two inquiries from pool companies)
- **June 29** – SNWA General Manager and Deputy General Manager met with members of the Association of Pool and Spa Professionals

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Working together, we can navigate this crisis.

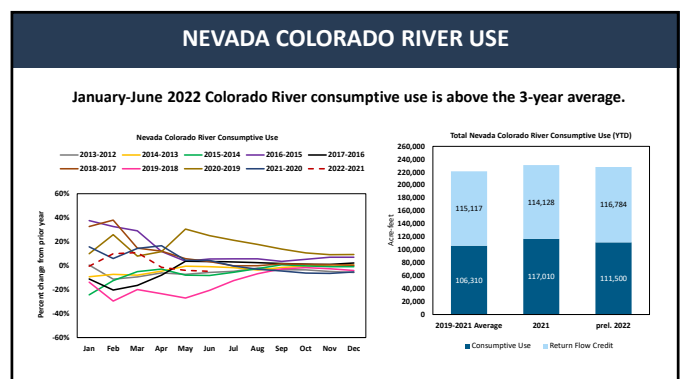
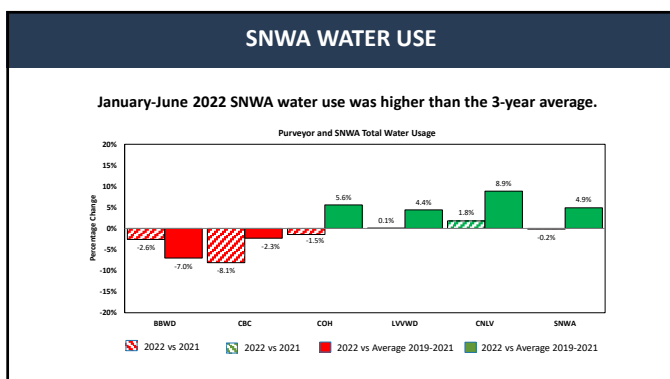
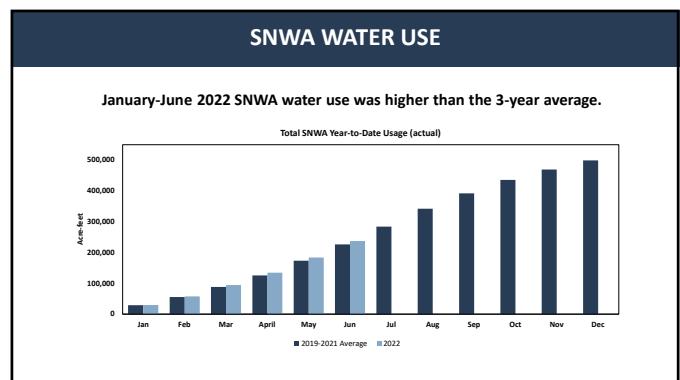
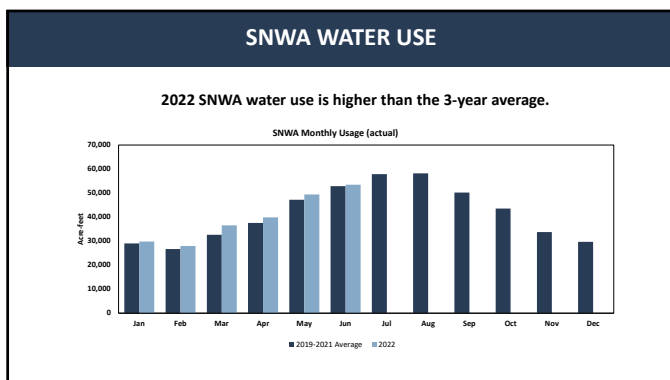
However, our success depends upon our willingness to adapt.



21



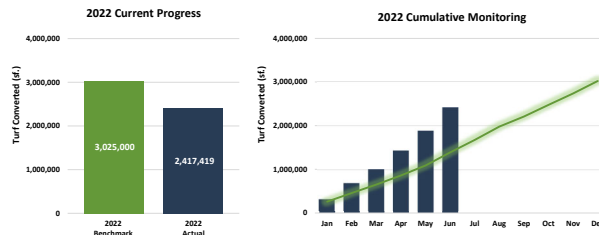
	SNWA	LVVWD	Henderson	North Las Vegas	Boulder City	City of Las Vegas	Clark County
NTRAC Definitions	✓ Jan '22	✓ Apr '22	✓ Sep '22	✓ Sep '22	✓ Aug '22	N/A	N/A
No New Grass	✓ Dec '21	✓ Apr '22	✓ Sep '22	✓ Sep '22	✓ Aug '22	Unscheduled	Jul '22
No New Spray Irrigation	✓ Dec '21	✓ Apr '22	✓ Sep '22	✓ Sep '22	✓ Aug '22	Unscheduled	Jul '22
SFR Pool Size Limits	✓ Jul '22	✓ Jul '22	✓ Sep '22	✓ Sep '22	✓ Aug '22	Unscheduled	Jul '22
Golf Course Water Budgets	✓ May '22	✓ Oct '22	✓ Oct '22	✓ Sep '22	✓ Oct '22	N/A	N/A
New Golf Course Prohibition	N/A	✓ 2021	✓ 2021	✓ Sep '22	✓ Aug '22	✓ Aug '22	Jul '22
Consistent Fountain Codes	N/A	✓ Sep '22	Next Code Cycle	✓ Sep '22	✓ Aug '22	✓ Aug '22	Jul '22
Septic Prohibition	N/A	✓ 2020	Unscheduled	Evaluating consistent language	Unscheduled	✓ Aug '22	N/A



WATER CONSERVATION UPDATE

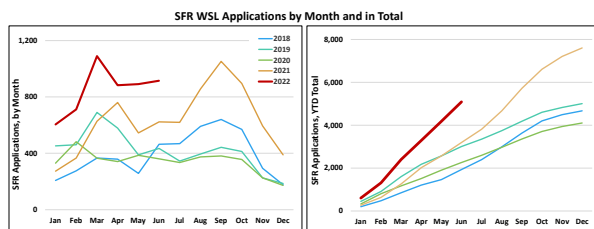
WATER SMART LANDSCAPES

Homeowners converted more than 2.4 million sf. of turf in 2022, saving an estimated 134.8 million gallons of water annually.



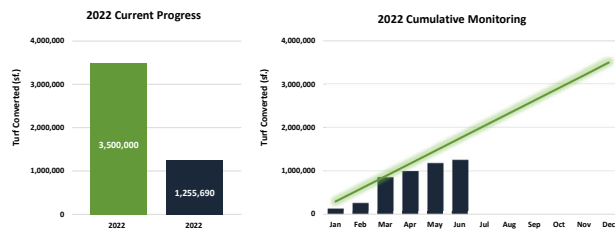
WATER SMART LANDSCAPES

Single Family Residential WSL applications continue to outpace progress in recent prior years.



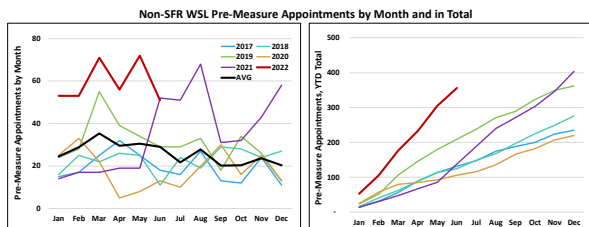
WATER SMART LANDSCAPES

Non-SFR customers have converted more than 1.2 million sf. of turf in 2022, saving more than an estimated 70 million gallons of water annually.



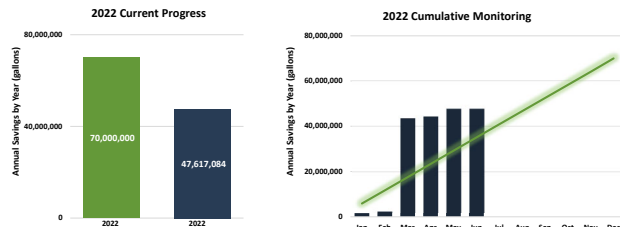
WATER SMART LANDSCAPES

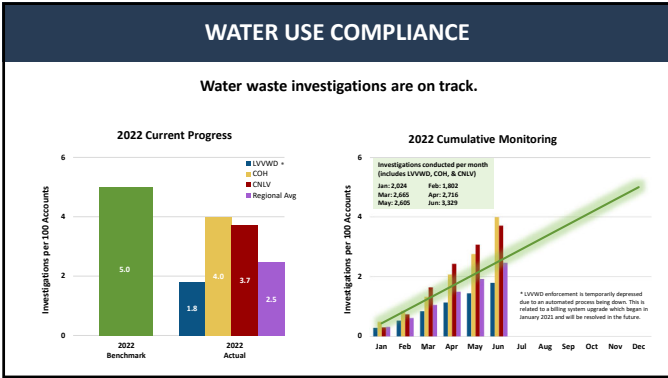
Program interest among the Non-SFR water users continues to outpace prior recent years.



WATER EFFICIENT TECHNOLOGIES

WET program participants completed 19 projects in 2022, saving an estimated 47.6 million gallons of water.





SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:
Agreement

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection for an amount not to exceed \$193,366.

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:

Since 2002, the Authority has participated in a cooperative program with the U.S. Geological Survey (USGS) to operate and maintain stream gages and perform water-quality analyses. If approved, this agreement provides for joint funding by the USGS and the Authority for the ongoing monitoring, operation, and maintenance of 13 stream gages in the Las Vegas Valley and the Virgin and Muddy Rivers. This agreement also provides funding for additional records computation at one gaging station along the Muddy River, delivering earlier results for more accurate records. These gages are critical for quantifying water resources relied upon by the Authority.

In addition to the stream gaging stations, the agreement also funds the collection of continuous and quarterly water-level measurements at two monitor wells. The total cost to operate and maintain the surface-water and groundwater programs is \$297,485 for the period from October 1, 2022, through September 30, 2023. If approved, the Authority will contribute \$193,366, and the USGS will fund the remaining \$104,119.

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.

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 6000000359
Agreement #: 23ZJJFA00108
Project #: ZJ00AA7
TIN #: 88-0278492**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Southern Nevada Water Authority party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the surface-water (SW) and water-quality (QW) monitoring program, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$104,119 by the party of the first part during the period
October 1, 2022 to September 30, 2023
- (b) \$193,366 by the party of the second part during the period
October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000359
Agreement #: 23ZJJFA00108
Project #: ZJ00AA7
TIN #: 88-0278492

9. USGS will issue billings for this agreement utilizing Department of Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly.

USGS Technical Point of Contact

Name: Megan Poff
Data Chief
Address: 500 Date Street
Boulder City, NV 89005
Telephone: (702) 294-6043
Fax: (702) 294-7858
Email: mpoff@usgs.gov

Customer Technical Point of Contact

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Technical Contact
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Fax: (702) 882-3304
Email: gavin.kistingner@snwa.com

USGS Billing Point of Contact

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Budget Analyst
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Fax: (775) 887-7602
Email: hhouston@usgs.gov

Customer Billing Point of Contact

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Administrative Assistant
Address: P.O. Box 99956
Las Vegas, NV 89193
Telephone: (702) 862-3752
Fax: (702) 862-3751
Email: lisa.von_heeder@snwa.com

U.S. Geological Survey
United States
Department of Interior

Southern Nevada Water Authority

Signature
JILL
FRANKFORTER
Digitally signed by
JILL FRANKFORTER
Date: 2022.07.18
13:26:53 -07'00'
By _____ Date: _____
Name: Jill D. Frankforter
Title: Director

Signatures
By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



United States Department of the Interior

Exhibit A

U.S. GEOLOGICAL SURVEY
Nevada Water Science Center
2730 N Deer Run Rd., Suite 3
Carson City, NV 89701

July 18, 2022

Colby Pellegrino
Deputy General Manager, Resources
Southern Nevada Water Authority
P.O Box 99956
Las Vegas, NV 89193-9956

Dear Ms. Pellegrino:

The Nevada Water Science Center (NVWSC) thanks you for your continued support of the surface-water (SW) and water-quality (QW) monitoring program conducted cooperatively between the U.S. Geological Survey (USGS) and the Southern Nevada Water Authority (AUTHORITY) for the upcoming time period of October 1, 2022 – September 30, 2023.

The total cost for real-time surface-water monitoring, groundwater, and water-quality data collection under this program for FY 2023 will be \$297,485. The AUTHORITY's portion of the funds to support the cooperative program is \$193,366. Pending availability of Cooperative Matching Funds, the USGS will provide \$104,119. The funding for the program elements is outlined in the table below and described in more detail on Enclosures 1, 2, and 3.

<i>USGS Project No.</i>	<i>Program Element</i>	<i>Funding Structure</i>		<i>Total Funds</i>
		AUTHORITY	USGS	
NV-00100	Lower Colorado SW (Enclosure 1)	\$185,120	\$99,680	\$284,800
NV-00200	Lower Colorado GW (Enclosure 2)	\$8,246	\$4,439	\$12,685
GRAND TOTAL		\$193,366	\$104,119	\$297,485

If you approve of this work and the funding required, please sign the attached Joint Funding Agreement and return it to NVFinance@usgs.gov. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

JILL
FRANKFORTER

Jill Frankforter, Director
USGS, Nevada Water Science Center

Digitally signed by JILL
FRANKFORTER
Date: 2022.07.18 13:24:41
-07'00'

Enclosures

cc: G. Kistinger, AUTHORITY, Las Vegas, NV

Enclosure 1

Summary of Cooperative Surface-Water Program for Fiscal Year 2023

Operation & Maintenance of Streamflow Sites

The work plan calls for site operation and maintenance of 14 surface-water gaging stations and supplemental tasks at an additional gaging station during the time period from October 1, 2022 through September 30, 2023. The operation & maintenance (O&M) tasks include:

1. Maintaining the streamgaging equipment.
2. Making scheduled discharge measurements. Sites are generally visited on a 6-week basis, but may require more frequent visits as conditions warrant.
3. Reduction and analysis of stage data.
4. Verification and development of stage/discharge relations (ratings).
5. Computation of daily streamflow data and data publication costs.
6. Real-time (updated every hour) provisional data from sites will be available on NWISWeb at <http://waterdata.usgs.gov/nv/nwis/rt>.
7. All data will be compiled, reviewed, quality-assured, finalized, and disseminated throughout the year and annually as water year summaries on NWISWeb.

Total costs include supplemental tasks for four gaging stations to increase the timeliness and accuracy of the streamflow records. For the four gages: (1) Las Vegas Wasteway near East Las Vegas, (2) Las Vegas Wash at Pabco Rd. near Henderson, (3) Las Vegas Wash below Lake Las Vegas, and (4) Muddy River near Glendale, at least 12 site visits and streamflow measurements will be made, and provisional streamflow records will be computed and reported on a monthly interval and finalized in July and January.

Operation of Surface-Water Gaging Stations at:

<u>Site Name</u>	<u>Type</u>
1. Muddy Spring at L.D.S. Farm near Moapa, NV	Spring
2. Pederson Spring near Moapa, NV	Spring
3. Warm Springs West near Moapa, NV	Stream
4. Pederson East Spring nr Moapa, NV	Spring
5. Warm Springs Confluence at Iverson Flume nr Moapa, NV	Stream
6. Virgin River at Littlefield, AZ	River
7. Las Vegas Wasteway near East Las Vegas, NV	Stream
8. Las Vegas Wash at Pabco Rd. near Henderson, NV	Stream
9. Duck Creek at Broadbent Boulevard at East Las Vegas, NV	Stream
10. Las Vegas Wash abv 3-Kids Wash blw Henderson, NV	Stream
11. Las Vegas Wash below Lake Las Vegas near Boulder City	Stream
12. Mesquite Canal blw Mesquite, NV	Irrigation
13. Muddy River near Glendale, NV	River
14. Corn Creek Springs at National Fish & Wildlife Hdqrs, NV	Spring

Cost Structure for Surface-Water Program:

Southern Nevada Water Authority

Attachment for 23ZJFA00108
10/1/2022 to 9/30/2023

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
09415000 VIRGIN RV AT LITTLEFIELD, AZ Full Range Streamflow Station	\$7,280	\$13,520	\$20,800
09415060 MESQUITE CANAL NR MESQUITE, NV Full Range Streamflow Station	\$7,280	\$13,520	\$20,800
09415900 MUDDY SPGS AT LDS FARM NR MOAPA, NV Full Range Streamflow Station	\$7,280	\$13,520	\$20,800
09415908 PEDERSON E SPGS NR MOAPA, NV Full Range Streamflow Station	\$7,280	\$13,520	\$20,800
09415910 PEDERSON SPGS NR MOAPA, NV Full Range Streamflow Station	\$7,280	\$13,520	\$20,800
09415920 WARM SPGS W NR MOAPA, NV Full Range Streamflow Station	\$7,280	\$13,520	\$20,800
09415927 WARM SPGS CONFL AT IVERSON FLUME NR MOAPA, NV Full Range Streamflow Station	\$7,280	\$13,520	\$20,800
09419000 MUDDY RV NR GLENDALE, NV Supplemental Tasks	\$1,260	\$2,340	\$3,600
09419625 CORN CK SPGS AT NATIONAL FISH & WILDLIFE HDQRS, NV Full Range Streamflow Station	\$7,280	\$13,520	\$20,800
09419679 LAS VEGAS WASTEWAY NR E LAS VEGAS, NV Full Range Streamflow Station Supplemental Tasks	\$7,280 \$1,260	\$13,520 \$2,340	\$20,800 \$24,400
09419696 DUCK CK AT BROADBENT BLVD AT E LAS VEGAS, NV Full Range Streamflow Station	\$7,280	\$13,520	\$20,800
09419700 LAS VEGAS WASH AT PABCO RD NR HENDERSON, NV Full Range Streamflow Station Supplemental Tasks	\$7,280 \$1,260	\$13,520 \$2,340	\$20,800 \$24,400
09419753 LV WASH ABV THREE KIDS WASH BLW HENDERSON, NV Full Range Streamflow Station	\$7,280	\$13,520	\$20,800
09419800 LV WASH BLW LAKE LAS VEGAS NR BOULDER CITY, NV Full Range Streamflow Station Supplemental Tasks	\$7,280 \$1,260	\$13,520 \$2,340	\$20,800 \$24,400
Total: \$99,680 \$185,120 \$284,800			

Enclosure 2

Summary of Cooperative Groundwater Program for Fiscal Year 2023

Operation & Maintenance of Groundwater Sites

The work plan calls for site operation and maintenance of 2 groundwater stations during the time period from October 1, 2022 through September 30, 2023. The stations are as follows:

<u>Site Name</u>	<u>Type</u>
1. 364650114432001 219 S13 E65 28BDBA1 USGS CSV-2	Continuous Water-Level
2. 363503115385701 161 S16 E56 03CCAA1 CREECH	Quarterly Discrete

The operation & maintenance (O&M) tasks include:

1. Maintaining the water-level monitoring equipment at CSV-2.
2. Making scheduled water-level measurements. CSV-2 will be measured on a six-week basis or more frequently as needed, and Creech will be measured quarterly.
3. Reduction and analysis of PSI and water-level data at CSV-2.
4. Computation of water-level data and data publication costs.
5. Real-time (updated every hour) provisional data from CSV-2 will be available on NWISWeb at <https://waterdata.usgs.gov/nv/nwis/current/?type=gw>.
6. All data will be compiled, reviewed, quality-assured, finalized, and disseminated throughout the year and annually as water year summaries on NWISWeb.

GROUND WATER

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
363503115385701 161 S16 E56 03CCAA1 CREECH Groundwater Level, Measurement	\$504	\$936	\$1,440
364650114432001 219 S13 E65 28BDBA1 USGS CSV-2 Groundwater level, Continuous	\$3,935	\$7,310	\$11,245
Total:	\$4,439	\$8,246	\$12,685
GRAND TOTAL: \$104,119 \$193,366 \$297,485			

Enclosure 3

JFA#: 23ZJJFA00108

USGS Nevada Water Science Center

2730 N. Deer Run Road, Suite 3
Carson City, NV 89701
DUNS: 178930541

Technical Contact

Megan Poff
Phone: 702-595-6837
mpoff@usgs.gov

Executive Contact

Jill Frankforter, Director
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jdfrankf@usgs.gov

Billing Contact

Helen Houston, Budget Analyst
Phone: 775-887-7655
FAX: 775-887-7629
NVfinance@usgs.gov

Southern Nevada Water Authority

P.O. Box 99956
Las Vegas, NV 89193-9956
TID: 88-0278492
DUNS: 135965650

Technical Contact

Gavin Kistingner
Phone: 702-822-3378
gavin.kistingner@snwa.com

Executive Contact

John J. Entsminger
Phone: 702-875-7080
Or
Colby Pellegrino
Phone: 702-822-3378

Billing Contact

Lisa Von Heeder
Phone: 702-862-3752
FAX: 702-862-3751
lisa.vonheeder@snwa.com

Any updates to contact information can be submitted to Helen Houston at NVFinance@usgs.gov.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

September 15, 2022

Subject:

Resolution to Submit Grant Proposal

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2023 grant program and authorizing the General Manager to sign the implementing funding agreement provided the Authority's obligations do not exceed \$2,989,072.

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:

The Bureau of Reclamation (Reclamation) recently announced funding availability for its WaterSMART Grants: Water and Energy Efficiency Grants Program, which helps to support projects that result in quantifiable and sustained water savings.

In accordance with eligibility requirements, the Board of Directors is being asked to approve a resolution authorizing the submission of a grant proposal to Reclamation. The proposal requests \$2,000,000 in grant funding for a three-year project to provide incentives for the Water Efficient Technologies Program for athletic field conversions at Clark County School District (CCSD) high schools. If awarded by Reclamation, this Project grant requires a matching contribution. The Proposal outlines a matching contribution that includes monetary support from the Authority.

Upon Board approval of the attached Resolution and Reclamation's approval of the Proposal, Reclamation will submit a funding agreement to the Authority for execution. The Resolution also authorizes the General Manager to sign that funding agreement, provided the Authority's total contribution does not exceed \$2,989,072.

This approval is authorized pursuant to NRS 277.180 and Sections 6(j) and 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the resolution.

RESOLUTION IN SUPPORT OF APPLICATION FOR WATERSMART GRANTS: WATER AND ENERGY
EFFICIENCY GRANTS FUNDING TO THE BUREAU OF RECLAMATION

WHEREAS, the U.S. Bureau of Reclamation's (Reclamation) WaterSMART Grants: Water and Energy Efficiency Grants Program is soliciting proposals and may provide financial assistance to irrigation districts, water districts, and other eligible organizations to implement projects that will result in quantifiable water savings, implement renewable energy components, and support broader sustainability efforts; and

WHEREAS, the WaterSMART Grants: Water and Energy Efficiency Grants Program specifically allows for project proposals that conserve water through landscape irrigation measures such as turf removal projects and accomplish other benefits that contribute to water supply reliability in the western United States; and

WHEREAS, the Southern Nevada Water Authority (Authority) has adopted a Water Resource Plan and a Joint Conservation Plan, which outline specific water conservation strategies; and

WHEREAS, the Authority will benefit significantly from financial assistance to support improved water conservation efforts in Southern Nevada.

NOW, THEREFORE, BE IT RESOLVED that the Authority's Board of Directors agrees, authorizes, and verifies:

1. That, if awarded, the Authority's General Manager, John J. Entsminger, has the authority to enter into a grant or cooperative agreement on behalf of the Authority with Reclamation for WaterSMART Grants: Water and Energy Efficiency Grants Program grant program funding.
2. That the Authority's application requesting \$2,000,000 to support its proposed project, Water Efficiency Technologies Program Athletic Field Turf Conversion Incentive Project, has been reviewed and approved by appropriate Authority staff and its Board of Directors supports its submission to Reclamation's WaterSMART Grants: Water and Energy Efficiency Grants Program.
3. That the application includes a funding plan that outlines the Authority's ability to provide a matching contribution of \$2,989,072 and that, if awarded, the Authority has the financial capability to provide the matching contribution, as specified in the funding plan.
4. That, if awarded, the Authority will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.
5. That, if awarded, the Authority's General Manager, John J. Entsminger, has the authority to execute on behalf of the Authority, a grant funding or cooperative agreement with Reclamation for WaterSMART Grants: Water and Energy Efficiency Grants Program funding.

Introduced and passed this 15th day of September 2022.

Attest:

Southern Nevada Water Authority

John J. Entsminger, Secretary

Marilyn Kirkpatrick, Chair

Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:
Agreement

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:
That the Board of Directors approve an assistance agreement, in substantially the same form as attached hereto, between the Bureau of Reclamation and the Authority to accept a grant in an amount not to exceed \$8,499,582 to construct a buried water pipeline to provide raw water from existing Lake Mead intake facilities to the Nevada Department of Wildlife Lake Mead Fish Hatchery and authorize the General Manager to approve future modifications only if the future modifications do not impact the Authority.

Fiscal Impact:

None by approval of the above recommendation. If approved, the Bureau of Reclamation will reimburse the Authority up to \$8,499,582 in grant funding. A matching contribution is not required.

Background:

The Nevada Department of Wildlife (NDOW) operates a fish hatchery at Lake Mead that rears native non-game fish species, including the endangered razorback sucker. These rearing activities are vital to fulfilling environmental requirements established under the Lower Colorado River Multi-Species Conservation Program.

The hatchery has historically relied exclusively on Basic Water Company's intake to deliver water supplies. Lake Mead's declining water elevations, however, recently rendered the intake inoperable and left the hatchery without access to a water source. Consequently, NDOW made significant operational changes to address water service disruptions and has ceased raising fish. In order to resume operations and fulfill Lower Colorado River Multi-Species Conservation Program requirements, the fish hatchery requires new, more drought resilient conveyance infrastructure.

This assistance agreement will provide funding for the construction of a new water pipeline to convey raw Lake Mead water from existing SNWA intake facilities. The third SNWA intake is located at deeper Lake Mead elevations and will provide more reliability and better-quality water due to colder temperatures, thereby improving conditions for fish rearing. Water used by the fish hatchery is returned to Lake Mead and does not affect water availability.

The Bureau of Reclamation provided the assistance agreement to the Authority on August 31, 2022, and advised the Authority that the agreement must be fully executed by September 30, 2022, to fund the award. At this time, the Board is being asked to approve the Assistance Agreement, which includes the provisions necessary for the Authority to receive federal funding.

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

JJE:CNP:ZLM:AMB:KH:js:nh
Attachment: Agreement

AGENDA
ITEM #

4

AWARD ATTACHMENTS

SOUTHERN NEVADA WATER AUTHORITY

R22AP00648-00

1. Agreement Template

UNITED STATES DEPARTMENT OF THE INTERIOR
ASSISTANCE AGREEMENT

Agreement No. R22AP00648

Between

Bureau of Reclamation

And

Southern Nevada Water Authority

For

Lake Mead Fish Hatchery Water Pipeline – BIL

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Financial Assistance Agreement No. R22AP00648
Between
Bureau of Reclamation
And
Southern Nevada Water Authority
For
Lake Mead Fish Hatchery Water Pipeline –BIL

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and Southern Nevada Water Authority (Recipient or non-Federal entity), pursuant to Fish and Wildlife Coordination Act of 1934, Public Law 85-624, 16 U.S.C. 661 et seq., as amended, and Section 7(a) of the Fish and Wildlife Coordination Act (FWCA) of 1956 (70 Stat 1122; 16 U.S.C. 742f(a)); as limited and delegated by the Secretary of the Interior delegation of authority to the Bureau of Reclamation at 255 DM 1.1B. The following section, provided in full text, authorizes Reclamation to award this Agreement:

Fish and Wildlife Coordination Act of 1934, Public Law 85-624, 16 U.S.C. 661 et seq., as amended, and Section 7(a) of the Fish and Wildlife Coordination Act (FWCA) of 1956 (70 Stat 1122; 16 U.S.C. 742f(a)); as limited and delegated by the Secretary of the Interior delegation of authority to the Bureau of Reclamation at 255 DM 1.1B

SEC. 7. (a) The Secretary of the Interior, with such advice and assistance as he may require from the Assistant Secretary for Fish and Wildlife, shall consider and determine the policies and procedures that are necessary and desirable in carrying out efficiently and in the public interest the laws relating to fish and wildlife. The Secretary, with the assistance of the departmental staff herein authorized, shall— (1) develop and recommend measures which are appropriate to assure the maximum sustainable production of fish and fishery products and to prevent unnecessary and excessive fluctuations in such production; (2) study the economic condition of the industry, and whenever he determines that any segment of the domestic fisheries has been seriously disturbed either by wide fluctuation in the abundance of the resource supporting it, or by unstable market or fishing conditions or due to an^{^^} other factors he shall make such recommendations to the President and the Congress as he deems , appropriate to aid in stabilizing the domestic fisheries; (3) develop and recommend special promotional and informational activities with a view to stimulating the consumption of fishery products whenever he determines that there is a prospective or actual surplus of such products; 70 STAT.] PUBLIC LAW 1024-AUG. 8, 1956 112a (4) take such steps as may be required for the development, advancement, management, conservation, and protection of the fisheries resources; and (5) take such steps as may be

required for the development, management, advancement, conservation, and protection of wildlife resources through research, acquisition of refuge lands, development of existing facilities, and other means.

255 DM 1.B

1.1 Delegation. Subject to the exceptions in Section 1.2, the Commissioner of Reclamation (Commissioner) is delegated the authority of the Assistant Secretary – Water and Science to:

B. Take the following actions, either directly or by providing financial assistance to non-Federal parties, pursuant to the Conservation of Wild Life, Fish and Game Act of March 10, 1934 (Pub. L. 73-121; 48 Stat. 401) as amended by the Fish and Wildlife Coordination Act of August 14, 1946 (Pub. L. 85-624; 72 Stat. 563; 16 U.S.C. 661-666c); Section 5 of the Endangered Species Act of 1973, December 28, 1973 (Pub. L. 93-205; 87 Stat. 884; 16 U.S.C. 1534); and Section 7(a) of the Fish and Wildlife Coordination Act of 1956, August 8, 1956 (70 Stat. 1122; 16 U.S.C. 742f(a)), regarding the construction and/or continued operation and maintenance of any Federal reclamation project:

- (1) plan, design, and construct, including acquiring lands or interest therein as needed for:
 - (a) fish passage and screening facilities at any non-Federal water diversion or storage project; or
 - (b) projects to create or improve instream habitat.
- (2) acquire or lease water or water rights from willing sellers or lessors; or
- (3) monitor and evaluate the effect of Reclamation actions on Endangered Species Act-listed species.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

This project will further conservation measures for native species and their habitats in an environmentally and economically sound manner pursuant to conservation measures set forth in the Lower Colorado River Multi-Species Conservation Program (LCR MSCP) Program objectives. This project will create a new water source, which will ensure provisions of the LCR MSCP are implemented, i.e., rearing and stocking the required number of native fishes into the Colorado River system. Also, the project will allow continued water delivery and power production for the American public.

3. BACKGROUND AND OBJECTIVES

The LCR MSCP was created to provide Endangered Species Act (ESA) compliance for the use of Colorado River water resources, while conserving native species and their habitats. This 50-year program provides regulatory coverage for water diversions and power production and will optimize opportunities for future water and power development by providing ESA compliance through program implementation. Reclamation is the implementing agency for the LCR MSCP, which is a partnership with 56 other entities including state and Federal agencies, water and power users, municipalities, Native American tribes, conservation organizations, and other interested parties.

For the LCR MSCP to continue to enable critically important water resource activities to occur, the conservation measures listed in the program documents to avoid, minimize, and mitigate the impacts of these activities must be implemented. Those conservation measures include a requirement to stock 660,000 razorback suckers and 620,000 bonytail, both endangered native fish species, over a 50-year period. The LCR MSCP works with state and Federal fish hatcheries to produce these fishes and the Lake Mead Fish Hatchery is one of the most important hatcheries used in meeting program requirements.

The extreme and persistent drought in the West has significantly affected water levels in Lake Mead. These lower water levels have created a situation in which the historic intake and associated facilities that supplied water to the Lake Mead Fish Hatchery have become inoperable. Consequently, the hatchery ceased raising fish for the LCR MSCP in January 2022. To resume hatchery operations and fulfill LCR MSCP ESA compliance requirements, the hatchery will need a new water source.

The purpose of this award is to provide funding for the construction of a new water pipeline that would convey raw (untreated) Lake Mead water from the Recipient's existing intake facilities. The Recipient's intake facilities are located at deeper Lake Mead elevations, and thus will provide a more reliable water source. Water used by the fish hatchery is returned to the lake, so the project will not impact water availability and will not contribute to greater consumptive use of water.

With the addition of a new and reliable water source for the hatchery, production of native fishes will resume. This will ensure conservation efforts for endangered species and ESA compliance for critical water supplies for lower Colorado River basin states.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in block 1 of the United States of America, Department of the Interior, Notice of Award (NOA). The Agreement shall remain in effect through the date shown in block 6 of the NOA. The project period for this Agreement may only be changed through written amendment of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by a Reclamation GO. The total estimated project cost for this Agreement is \$8,499,582.00 and the total estimated amount of federal funding is \$8,499,582.00. The initial amount of federal funds available is limited to \$8,499,582.00 as indicated by "Amount of Financial Assistance This Action" within block 12 of the NOA. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written amendments to this Agreement by a Reclamation GO.

5. SCOPE OF WORK AND MILESTONES

The Recipient will construct a new water pipeline that will convey raw (untreated) Lake Mead water from their existing intake facilities to the Lake Mead Fish Hatchery. This project will occur in three phases: Design, Environmental Compliance and Permitting, and Construction. The following is a description of the tasks within each phase:

Phase 1 Design (preliminary and final)

- Use field data from geotechnical and survey contractors to ensure that the appropriate materials are selected
- Prepare contract documents
- Assist in the public bidding process
- Review drawings (during construction)
- AutoCAD drafting to complete plan
- Perform site visits to ensure that existing conditions are accurately depicted on the drawings
- Prepare and format documents

Phase 2 Environmental Compliance and Permitting

- Complete biological resource assessments for rare plant/cacti/yucca and noxious weed surveys
- Prepare a weed risk assessment and noxious weed plan
- Prepare restoration and monitoring plans
- Complete cultural class and clearance survey(s), as applicable
- Complete migratory bird clearance surveys
- Complete desert tortoise clearance surveys
- Complete desert tortoise monitoring of all ground disturbing activities
- Conduct Agency coordination with the Federal and state agencies to complete right-of-way application documentation
- Complete public outreach, including one in-person and one virtual public meeting regarding the River Mountains Loop Trail
- Complete all Federal, state, and local regulatory compliance, as applicable, including impact assessments, mitigation planning, and drafting an Environmental Assessment or Categorical Exclusion; and writing a Biological Assessment
- Complete habitat restoration of ground disturbances along the project right-of-way

Construction

- Connect up to 9,500 feet of 12-inch pipe to the Recipient's existing 108-inch diameter raw water pipe, a venturi meter, vault and associated appurtenances will be installed at the point of connection.
- The 12-inch pipeline will be buried, extending westerly to Lakeshore Drive, continuing northerly along the Lakeshore Drive right-of-way, then easterly to its terminus point at the Lake Mead Fish Hatchery's southwestern property line.
- Construction management

The milestones for completing the scope of work are:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Preliminary Design	September 2022	September 2023
Final Design	October 2023	May 2024
Environmental Compliance	September 2022	January 2024
Permitting	May 2023	January 2024
Contracting and Bidding	January 2024	May 2024
Construction and Water Delivery	June 2024	December 2024

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 Notice to Proceed. Construction costs shall not be considered reimbursable until the Recipient has received a formal Notice to Proceed from the GO upon completion of environmental and regulatory compliance activities. See below Section I.11. Regulatory Compliance for more information.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight include review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

6.2.2 Post-Award Monitoring. Reclamation's Grants Officer Technical Representative will perform monitoring activities, which may include quarterly conference calls/virtual meetings, as well as conduct site visits a minimum of once per fiscal year when on-the-ground activities commence.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this Agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this Agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this Agreement is the responsibility of the GO. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the GO for review prior to incurrence of the costs in question.

Summary			
Category	Total Cost	Federal Estimated Amount	Non-Federal Estimated Amount
a. Personnel	\$413,197		
b. Fringe Benefits	\$253,827		
g. Construction	\$5,073,574		
h. Other Direct Costs	\$2,758,984		
i. Total Direct Costs	\$8,499,582		
Total Estimated Project Costs	\$8,499,582	\$8,499,582	\$0
Cost Share Percentage		100%	0%

7.2 Cost Sharing Requirement

Non-Federal cost-share is not required for this Agreement.

7.3 Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this Agreement are not allowable.

7.4 Allowable Costs

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures.

Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 120 days following the project period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans

In accordance with 2 CFR 200.308(h) the recipient must request prior written approval for any of the following changes:

- (a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- (b) Revisions which require additional Federal funds to complete the project.
- (c) Revisions which involve specific costs for which prior written approval requirements may be imposed consistent with OMB cost principles listed in 2 CFR 200 Subpart E “Cost Principles”.

7.6 Amendments

Any changes to this Agreement shall be made by means of a written amendment. Reclamation may make changes to the Agreement by means of a unilateral amendment to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, or administrative corrections which do not impact the terms and conditions of this agreement. Additionally, a unilateral amendment may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.340.

All other changes shall be made by means of a bilateral amendment to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to amend, modify or otherwise effect the terms of the Agreement.

All requests for amendment of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project period extension shall be made at least 45 days prior to the end of the project period of the Agreement or the project period date of any extension that may have been previously granted. Any determination to extend the project period or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel.

The Recipient's administrative contact for this Agreement is identified as follows:

Julie Schoolmeester
Management Analyst
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Julie.Schoolmeester@lvvwd.com
(702) 539-2965

The Recipient's Project Manager for this Agreement shall be:

Christopher Luquette
Senior Civil Engineer
Molasky Corporate Center
100 City Parkway, Suite 700
Las Vegas, Nevada 89106
christopher.luquette@lvvwd.com
(702) 875-7007

9. LIMITATION OF AUTHORITIES

9.1 Grants Officer (GO).

The Reclamation GO is the only official with legal delegated authority to represent Reclamation. The Reclamation GO's responsibilities include, but are not limited to, the following:

- (a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (b) Approve through formal amendment changes in the scope of work and/or budget;
- (c) Approve through formal amendment any increase or decrease in the period of performance of the Agreement;
- (d) Approve through formal amendment changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

9.2 Grants Management Specialist (GMS).

The Reclamation Grants Management Specialist (GMS) is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to amendments and prior approval, may only be granted, in writing, by a Reclamation GO. Please note that for some agreements, the Reclamation GO and the Reclamation GMS may be the same individual.

10. REPORTING REQUIREMENTS AND DISTRIBUTION

10.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.340.

10.2 Financial Reports. Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

10.3 Monitoring and Reporting Program Performance.

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 2 CFR 200.332 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding

agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 120 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

- (2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
 - (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in paragraph (b)(2) above.

10.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance or completion of the project.
First Report Due Date	The first performance report is due for reporting period ending March 31, 2023.	N/A
Submit to:	Grants Officer at LCFA@usbr.gov or GrantSolutions	Grants Officer at LCFA@usbr.gov or GrantSolutions
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance or completion of the project.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance or completion of project.
First Report Due Date	The first Federal financial report is due for reporting period ending March 31, 2023.	N/A

Submit to:	Grants Officer at LCFA@usbr.gov or GrantSolutions	Grants Officer at LCFA@usbr.gov or GrantSolutions
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11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from a Reclamation GO that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.340 up to and including unilateral termination of this agreement.

12. BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).

2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DOI Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant [PSC](#) or [NAICS](#) code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

13. DAVIS-BACON ACT

Section 41101 of the Bipartisan Infrastructure Law requires that all laborers and mechanics employed by contractors or subcontractor in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under the Bipartisan Infrastructure Law (P.L. 117-58) shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (commonly referred to as the Davis-Bacon Act).

14. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F –Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 -Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the Recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at <https://www.fgdc.gov/standards>.

The Recipient must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at [2 CFR Subtitle A, Chapter II, Part 200](#) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment (2 CFR 200.305).

(a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, “Overall Disbursing Rules for All Federal Agencies”.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302(b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.

- (1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.
- (2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.
 - (i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

- (ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).
- (3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- (4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.
- (5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- (6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §200.208, subpart D of this part, including §200.339, or one or more of the following applies:
 - (i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
 - (ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-

through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for financial obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

- (iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.343.
 - (iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
- (7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.
- (i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for funds received, obligated, and expended.
 - (ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- (8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
- (i) The non-Federal entity receives less than \$250,000 in Federal awards per year.
 - (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - (iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.
- (9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.
- (i) For returning interest on Federal awards paid through PMS, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;

- (B) List the PMS Payee Account Number(s) (PANs);
 - (C) List the Federal award number(s) for which the interest was earned; and
 - (D) Make returns payable to: Department of Health and Human Services.
- (ii) For returning interest on Federal awards not paid through PMS, the refund should:
- (A) Provide an explanation stating that the refund is for interest;
 - (B) Include the name of the awarding agency;
 - (C) List the Federal award number(s) for which the interest was earned; and
 - (D) Make returns payable to: Department of Health and Human Services.
- (10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:
- (i) Payee Account Number (PAN), if the payment originated from PMS, or Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, or another Federal agency payment system.
 - (ii) PMS document number and subaccount(s), if the payment originated from PMS, or relevant account numbers if the payment originated from another Federal agency payment system.
 - (iii) The reason for the return (e.g., excess cash, funds not spent, interest, part interest part other, etc.)
- (11) When returning funds or interest to PMS you must include the following as applicable:
- (i) For ACH Returns:
 Routing Number: 051036706
 Account number: 303000
 Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
 - (ii) For Fedwire Returns¹:
 Routing Number: 021030004
 Account number: 75010501
 Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
- ¹Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.
- (iii) For International ACH Returns:
 Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
 Bank: Citibank N.A. (New York)
 Swift Code: CITIUS33
 Account Number: 36838868
 Bank Address: 388 Greenwich Street, New York, NY 10013 USA
 Payment Details (Line 70): Agency Locator Code (ALC): 75010501

Name (abbreviated when possible) and ALC Agency POC

- (iv) For recipients that do not have electronic remittance capability, please make check² payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

²Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

- (v) Questions can be directed to PMS at 877-614-5533 or PMSSupport@psc.hhs.gov.

2.2 Payment Method.

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall “Maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. If the Recipient allows their SAM registration to lapse, the Recipient’s accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR 200.317 through 200.327)

§200.317 Procurements by States.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also 200.212 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
 - (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

- (f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

- (1) Micro-purchases—(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
- (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- (iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- (iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this

section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases—(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for

bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

- (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.
- (c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract amendments. The method and degree of analysis is dependent on the facts surrounding

the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

- (5) A proposed contract amendment changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in [appendix II](#) to this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014, and 85 FR 49506]

4. EQUIPMENT (2 CFR 200.313)

See also 200.439 Equipment and other capital expenditures.

- (a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:
 - (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
 - (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
 - (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.
- (b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.
- (c) Use.
 - (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
 - (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other

programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

- (3) Notwithstanding the encouragement in 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.
 - (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- (d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

- (2) Except as provided in 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR 200.314)

See also 200.453 Materials and supplies costs, including costs of computing devices.

- (a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See 200.313 Equipment, paragraph (e)(2) for the calculation methodology.
- (b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR 200.501)

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section 200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also 200.332 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR 200.339)

200.339 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances.

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR 200.340)

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
 - (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 200.344 Closeout and 200.345 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR 1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR 182 and 1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans,

and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15)

Trafficking in persons.

- (a) *Provisions applicable to a recipient that is a private entity.* You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- (b) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or

- (ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.
- (c) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.
- (d) *Provisions applicable to any recipient.*
 - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- (e) *Definitions.* For purposes of this award term:
 - (1) “Employee” means either:
 - (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services,

through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

- (i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes:
 - (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR 18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or amendment of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- (c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. 4651.
- (c) Exemptions to the URA and 49 CFR Part 24
 - (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR 24.101(b)(1)(i)-(iv).
 - (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
 - (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
 - (ii) inform the owner in writing of what it believes to be the market value of the property
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. SYSTEM FOR AWARD MANAGEMENT and Universal Identifier Requirements (2 CFR 25, Appendix A)

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—

- (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
 - 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
3. Executive means officers, managing partners, or any other employees in management positions.
4. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. Subrecipient means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

[85 FR 49526, Aug. 13, 2020]

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

21. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (APPENDIX XII to 2 CFR Part 200)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

[80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020]

22. CONFLICTS OF INTEREST

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.

- (2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- (d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

23. DATA AVAILABILITY

- (a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- (b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:
 - (i) The scientific data relied upon;
 - (ii) The analysis relied upon; and
 - (iii) The methodology, including models, used to gather and analyze data.

24. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

- (a) The recipient must—
 - (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract and;
 - (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.
- (b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.
- (c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

25. ADDITIONAL ACCESS TO RECIPIENT RECORDS

- (a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

26. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

III. DEPARTMENT OF THE INTERIOR STANDARD AWARD TERMS AND CONDITIONS

The Department of the Interior (DOI) Standard Award Terms and Conditions found at <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf> are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on this Agreement. Recipient acceptance of this Agreement carries with it the responsibility to be aware of and comply with all DOI terms and conditions applicable to this Agreement. The Recipient is responsible for ensuring their subrecipients and contractors are aware of and comply with applicable statutes, regulations, and agency requirements.

Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected in this Agreement can result in the DOI taking one or more of remedies described in 2 Code of Federal Regulations parts 200.338 and 200.339. The DOI will notify the recipient whenever terms and conditions are updated to accommodate instances in the passage of a regulation or statute that requires compliance. Also, DOI will inform the Recipient of revised terms and conditions in the action of an Agreement amendment adding additional Federal funds. Reclamation will make such changes by issuing a Notice of Award amendment that describes the change and provides the effective date. Revised terms and conditions do not apply to the Recipient's expenditures of funds or activities the Recipient carries out before the effective date of the revised DOI terms and conditions.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:

Interlocal 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 Henderson and the Authority for the conversion of an estimated 2,000,000 square feet of irrigated turf with water-efficient landscaping and to authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed \$4,100,000.

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:

Lake Mead, which supplies 90 percent of Southern Nevada's municipal water, continues to decline due to historically poor hydrology on the Colorado River. Given the severe condition of the river system, the Nevada State Legislature passed Assembly Bill 356 in 2021 to prohibit the use of Colorado River water to water nonfunctional turfgrass after December 31, 2026. Approval of AB 356 will save Southern Nevada billions of gallons of water each year.

The City of Henderson (City) owns or controls 50 properties where the City has identified potential projects for participation in the Water Smart Landscapes (WSL) incentive program that collectively qualify for an estimated rebate of up to \$4,100,000. The City desires to replace approximately 2,000,000 square feet of irrigated turf with water-efficient landscaping, saving an estimated 55 gallons per square foot, for which the program will pay \$3 per square foot for the first 10,000 square feet per property and \$1.50 per square foot thereafter. The projected consumptive water savings associated with these projects is approximately 110 million gallons (~338 acre-feet) annually.

As further assurance that the projects 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. The projects will be administered consistent with WSL program conditions and incentivized at the prevailing rate in effect at the time of each project's completion. The not-to-exceed value represented in this agreement reflects a contingency of approximately 10 percent to account for variations between the estimated square footage and the total turf area quantified during the post-project inspection process.

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.

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

This Interlocal Agreement is made and entered into this day of _____, 2022 ("Effective Date"), by and between the City of Henderson, a municipal corporation and 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 the conversion of irrigated turfgrass to drought-tolerant landscape;

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

WHEREAS, the City owns or controls multiple park properties at the locations identified in Exhibit A where the City has identified fifty (50) turf replacement projects for participation in the Program ("Projects") and which, collectively, qualify for an estimated Program rebate of up to \$4,100,000 as identified in Exhibit A;

WHEREAS, the City desires to convert approximately 2,000,000 square feet of turfgrass at the locations designated in Exhibit A to drought-tolerant landscaping in accordance with the Program, conserving approximately 110,000,000 gallons of water annually;

WHEREAS, the City agreed to the terms of the Program which are described within the Program requirements, attached as Exhibit B, to the extent such terms are consistent with this Agreement;

WHEREAS, 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 each Project, the Authority will conduct a final inspection ("Final Inspection") to ensure compliance with Program requirements and calculate and pay 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 for which irrigated turf is removed and replaced with water efficient landscaping, in substantially the form attached hereto as Exhibit C.

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 each Project that is satisfactorily completed.

2. Supplemental Program Terms. Notwithstanding the standard Program requirements contained on Exhibit B, the Parties agree to the following exceptions to the standard Program requirements, which shall take precedence over conflicting terms in Exhibit B. If there is any conflict between this Agreement and the Application (or any of its exhibits) or Exhibit B, the terms in the body of this Agreement shall control:

a) Projects where the City removes irrigated turf and replaces it with water efficient landscaping shall be rebated at \$3.00 per square foot for the first 10,000 square feet and \$1.50 per square foot thereafter.

b) A Conservation Easement will not be required for the 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 five (5) years to complete the Projects to receive a Rebate. If the incentive rate is modified during the five-year term of this Agreement, the Rebate will be paid at the incentive rate in force at the time of each Project's completion. Projects not completed prior to termination of the five-year period shall not be eligible for the Rebate under this Agreement, except as provided in (e) and (g).

d) If the Authority's Final Inspection occurs less than sixty (60) days prior to termination of the five-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.

e) The Authority will pay the Rebate for the removal of the turf identified in Exhibit A as it is removed, for each Project, within thirty (30) days of the Authority's Final Inspection. The Authority will respond to a request for Final Inspection within ten (10) business days after receipt of the request for Final Inspection from the City.

f) For Projects that require City to grant a Conservation Easement, following Authority's Final Inspection, the Rebate shall be paid to City, upon receipt of which City shall execute and deliver the Conservation Easement to the Authority. Authority shall then record the Conservation Easement in the records of the Clark County Recorder.

g) Upon mutual agreement of the Parties, and in consideration of City's efforts to remove or convert an extraordinary amount of turf under the Program, the Parties may agree to a 1-year extension of this Agreement to allow City to complete no more than 10% of the total Projects covered by this Agreement. Any such extension shall be processed as an amendment to this Agreement.

3. Requirements for the Converted Area. To qualify for the Rebate, each completed Project must comply with the design and technical requirements of Exhibit B, unless otherwise specified by Section 2 of this Agreement.

4. Conservation Easement. Except as described in Section 2 above, the City shall grant the Authority a Conservation Easement in substantially the form attached hereto as Exhibit C, on the portion of the land converted for each Project. Each Conservation Easement shall be created by the Authority for each Project and will depict the final geographic and legal 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's Office. 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.

5. Contingency. The Project size and associated rebate amounts have been estimated. Actual Rebate amounts will be based upon precise measurements taken upon each 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, Rebate 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 \$4,100,000.

6. Final Inspection. After the City notifies the Authority of a Project's completion, the Authority will conduct a 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.

7. 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.

8. 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 for the public or for any member of the public.

9. Liability. Up to the limitation of law, including, but not limited to, Nevada Revised Statutes ("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.

10. 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 Henderson
Department of Parks and Recreation
Attn: Director
240 Water Street, MSC 411
Henderson, NV 89015

With copy to: City of Henderson
City Attorney's Office
Attn: City Attorney
240 Water Street, MSC 144
Henderson, NV 89015

To the Authority: Enterprise Conservation Division
Attn: Patrick Watson
Southern Nevada Water Authority
PO Box 99956
MS 530
Las Vegas, NV 89193

With copy to: Legal Services
Southern Nevada Water Authority
1001 S. Valley View Blvd. MS 475
Las Vegas, NV 89193

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.

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

12. 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 Party.

13. 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.

14. 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.

15. Further Assurances. The Parties 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 commercially reasonable efforts to carry out the intent of this Agreement.

16. 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.

17. 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.

18. Effective Date. For purposes of this Agreement, the Effective Date shall be the date on which both Parties have fully executed this Agreement.

19. 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, except that in the case of a dispute relating to property owned by the BLM, federal law shall apply. The courts situated in Clark County, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

20. Remedies. Each Party shall have all remedies available in law or equity. The various rights, options, elections, and remedies of the Parties 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.

21. Entire Agreement. This Agreement and the Project applications submitted by the City set forth the entire understanding and agreement between the Parties hereto and supersede 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 such addition or modification complies with the amendment provision in Section 14 herein. 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.

22. Termination; Substitution. The City may terminate this Agreement as to any uncompleted Project(s) at any time prior to acceptance of the Rebate for the Project(s) being cancelled. The Parties may agree to substitute Projects during the term of this Agreement provided they meet Authority's criteria for approval.

23. 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.

24. 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.

25. 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 beginning 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 HENDERSON
CLARK COUNTY, NEVADA

Date of City Council Action: _____

ATTEST:

Richard A. Derrick
City Manager/CEO

Jose Luis Valdez
City Clerk

APPROVED AS TO FUNDING:

APPROVED AS TO FORM:

Jim McIntosh
Chief Financial Officer

Nicholas G. Vaskov CAO
City Attorney

APPROVED AS TO CONTENT:


Shari Ferguson
Director of Parks and Recreation

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 A

Scope of Potential Projects

Common Name of Property	Common Street Address	Parcel numbers affected	Projected Start Date	Projected Completion Date	Type of Work	Water Smart Landscape Projected Square Footage for Turf Replacement Projects	Projected Incentive
Acacia Park	50 Casa Del Fuego St	17814710001			WSL	120,128	\$ 195,192
Allegro Park	1023 Seven Hills Dr	17735710009			WSL	8,600	\$ 25,800
Anthem Hills Park/Sonatina	2256 Reunion Dr	19006501017	06/01/22		WSL	27,412	\$ 56,118
Anthem Hills Park/Sonatina	2256 Reunion Dr	19006501017			WSL	408,150	\$ 627,225
Arroyo Grande Sports Complex	296 Arroyo Grande Blvd	17809801001 & 17809701001	12/01/22		WSL	41,551	\$ 77,327
Avellino Park	1050 Chaparral Road	17734301011			WSL	1,700	\$ 5,100
Aventura Park	2525 Via Firenze	19123614003			WSL	16,018	\$ 39,027
Boulder Creek Park	996 Equestrian Drive	17928199002, 17928599001, 17928699001, 17928697002, 17928697003, 17928697007, 17928797014			WSL	85,267	\$ 142,901
Burkholder Park	646 W Victory	17813801004			WSL	15,608	\$ 38,412
Cactus Wren Park	2900 Nanpah Dr	17725503001			WSL	7,800	\$ 23,400
Capriola Park	2155 Via Firenze	19114611002			WSL	5,500	\$ 16,500
Cinnamon Ridge Park	825 Burkholder Blvd	17916218001	12/01/22		WSL	16,038	\$ 39,057
Discovery Park	2011 Paseo Verde	17820711001	12/01/22		WSL	66,748	\$ 115,122
Dos Escondidos Park	1 Golden View	17820114001	12/01/22		WSL	52,073	\$ 93,110
Downtown Park	106 Basic	17918802008			WSL	16,708	\$ 40,062
Equestrian Park South	1200 Equestrian	17922301001			WSL	8,473	\$ 25,419
Esselemont Park	2725 Anthem Highlands	19124301001			WSL	5,010	\$ 15,030
Fordridge Park	420 N Valle Verde	17805801002			WSL	18,537	\$ 42,806
Green Valley Park	370 N Pecos	17807111001			WSL	8,797	\$ 26,391
Hayley Hendricks Park	811 Ithaca Ave	17909101007	06/01/22		WSL	31,000	\$ 61,500
Heritage Park	350 S Racetrack Rd	17916301001			WSL	24,203	\$ 51,305
Hidden Falls Park	281 West Horizon Drive	17825601003			WSL	15,000	\$ 37,500
Madeira Canyon Park	2390 Democracy Dr	19019701004			WSL	10,154	\$ 30,231
McCullough Vista Park	990 Greenway Rd	17930801015			WSL	4,581	\$ 13,743
Mission Hills Park	551 E Mission	17932502002	12/01/22		WSL	143,965	\$ 230,948
Morrell Park/Valley View Recreation Center	500 Harris	17917202002	12/01/22		WSL	116,468	\$ 189,702
Mountain View Park	1969 Wigwam	17817801001			WSL	30,405	\$ 60,608
O'Callaghan Park	601 Skyline	17930501001			WSL	70,750	\$ 121,125
Paseo Verde Park	1851 Paseo Verde	17821211002			WSL	53,000	\$ 94,500
Paseo Verde Trailhead	804 Paseo Verde Parkway	17823510006			WSL	37,758	\$ 71,637
Paseo Vista Park	2505 Paseo Verde Parkway	17819301013			WSL	1,500	\$ 4,500
Pecos Legacy Park	150 Pecos	17818210001			WSL	16,488	\$ 39,747
Potenza Park	2355 Via Firenze	19114710009			WSL	2,236	\$ 6,708
Puccini Park	1899 Seven Hills	17735810002			WSL	25,000	\$ 52,500
Reunion Trails Park	44 Chapata	17815402029			WSL	4,269	\$ 12,807
River Mountain Park	1941 Appaloosa	17927202002	06/01/22		WSL	53,000	\$ 94,500
Roadrunner Park	831 Amigos	17921202004			WSL	16,300	\$ 39,450
Rodeo Park	810 Aspen Peak Loop	16135711002	06/01/22		WSL	7,525	\$ 22,575
Rodeo Park	810 Aspen Peak Loop	16135711002			WSL	43,881	\$ 80,822
Russell Road Recreation Complex	5901 E Russell	16134103002	12/01/22		WSL	123,263	\$ 199,895
Siena Heights Trailhead	2570 Siena Heights Drive	17725618021			WSL	7,700	\$ 23,100
Sonata Park	1550 Seven Hills	19102711001 & 19102618004			WSL	51,000	\$ 91,500
Stephanie Lynn Craig Park	1725 Galleria	16133201002	12/01/22		WSL	8,840	\$ 26,520
Stephanie Lynn Craig Park	1725 Galleria	16133201002			WSL	28,701	\$ 58,052
Sunridge Park	1010 Sandy Ridge	17831611009	12/01/22		WSL	33,987	\$ 65,981
Terraza Park	1996 East Galleria Drive	16022410037			WSL	14,784	\$ 37,176
Trail Canyon Park	1065 Trail Canyon	17810701009	12/01/22		WSL	23,570	\$ 50,355
Vivaldi Park	1249 Seven Hills	19102523002	12/01/22		WSL	25,000	\$ 52,500
Wells Park	1608 Moser	178-01-310-058	12/01/22		WSL	48,539	\$ 87,809
Whitney Mesa Recreation Area/WRRC	1575 Galleria Drive	16133301009 & 16133301010			WSL	10,201	\$ 30,302
Whitney Mesa Neighborhood Park	1535 Galleria Drive	17804101007			WSL	18,790	\$ 43,185
Total Square Footage						2,031,986	
Total WSL Incentive							\$3,726,782
Contingency of Approximately 10%							\$ 373,218
Total plus Contingency							\$4,100,000

EXHIBIT B

WATER SMART LANDSCAPES PROGRAM REQUIREMENTS

I. PRE-CONVERSION ELIGIBILITY

- A) Authorization to Proceed Required** – Do not remove the existing turfgrass until the Authority completes a pre-conversion inspection and authorizes you to proceed.
- 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** – Conversion areas must be a living, maintained turfgrass area or permanently installed outdoor water surface which was compliant with applicable laws at the time of installation. Areas previously deemed ineligible by the Authority will not be reconsidered.
- D) Minimum Project Size** - At least 400 square feet of turfgrass and/or water surface must be converted. At the Authority's discretion, smaller projects may be accepted if less than 400 square feet of turfgrass and/or water surface exist in the Project area.

II. REQUIREMENTS FOR THE CONVERTED AREA

- A) Living Plants** - Converted areas must have at least 50 percent living plant cover at maturity (using the Authority's plant list). At the Authority's discretion and upon request of an applicant, the Authority may consider plant coverage requirements for the entire landscaped area where the conversion occurred, and all areas evaluated must meet requirements of Sections II(B) and II(C).
- B) Efficient Irrigation** - Watering systems (if used) must be drip irrigation with a filter, pressure regulator, and emitters rated at 20 gallons per hour or less. Systems must be free of malfunctions and leaks. Required components must be visible for inspection. If part of a turfgrass is converted, any remaining sprinklers must not spray the converted area or create runoff.
- C) Surface Treatments** – The conversion area must be uniformly permeable to air and water and covered by mulch, such as rock, bark, ungrouted pavers, permeable artificial turf, and/or living groundcovers (with 100% plant cover). Plastic, concrete, and other impermeable materials are not allowed.

EXHIBIT C

Form of Conservation Easement to be Created Upon Completion of Project

APN: _____
When Recorded Return To:

Southern Nevada Water Authority
Enterprise Conservation Division
Attn: Patrick Watson
PO Box 99956
MS 530
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 substantially in this form and containing the same terms will be specially prepared for your property and mailed to you when your conversion is complete.

CONSERVATION EASEMENT

This 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 ("Property").

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 turfgrass and/or water surface to landscaping that 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 turfgrass 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, 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 C – 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 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 a conservation easement on the portion of the turfgrass 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 3, any intentional modification to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated turfgrass 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 during 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 turfgrass 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.

Exhibit C – continued

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 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.

[SIGNATURE PAGE]

[EXHIBIT A – LEGAL DESCRIPTION]

[EXHIBIT B – SQUARE FOOTAGE OF AREA CONVERTED]

[EXHIBIT C – DEPICTION OF AREA CONVERTED]

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:

Interlocal 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 Henderson and the Authority for the conversion of an estimated 2,000,000 square feet of cool season turf to warm season turf and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed \$1,050,000.

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:

Lake Mead, which supplies 90 percent of Southern Nevada's municipal water, continues to decline due to historically poor hydrology on the Colorado River. Given the severe condition of the river system, the Authority's Board of Directors adopted a water resource plan that calls for significant reductions in per capita consumptive water use. Achieving this new conservation goal contemplates the conversion of cool season turfgrass to warm season turfgrass species in defined functional turf areas.

Warm season turfgrass species are better acclimated to Southern Nevada and require less irrigation during the summer. They also are dormant in winter, precluding the need for irrigation during that period. The projected annualized water savings are estimated to be approximately 20 gallons per year per square foot.

The City of Henderson (City) owns or controls 25 properties where the City has identified potential projects for participation in the Water Efficient Technologies (WET) incentive program. The projects qualify for an estimated rebate of up to \$1,050,000. The City desires to replace approximately 2,000,000 square feet of cool season turfgrass with warm season turfgrass species, for which the program currently pays \$0.50 for the first 100,000 square feet and \$0.25 per square foot thereafter, up to \$500,000 annually per project.

The projects will be administered consistent with WET program conditions and incentivized at the prevailing rate in effect at the time of each project's completion. The not-to-exceed value represented in this agreement reflects a contingency of approximately 10 percent to account for variations between the estimated square footage and the total turf area quantified during the post-project inspection process.

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:ZLM:JCD:PW:db:nh
Attachments: Agreement, Exhibits

AGENDA
ITEM #

6

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HENDERSON AND THE SOUTHERN NEVADA WATER AUTHORITY
FOR WATER EFFICIENT TECHNOLOGY PROJECTS**

This Interlocal Agreement is made and entered into this day of _____, 2022 ("Effective Date"), by and between the City of Henderson, a municipal corporation and 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 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 non-single-family properties to receive a Program Rebate for converting cool season turf grass to warm season turf grass in defined functional turf areas;

WHEREAS, the City owns or controls multiple park properties at the locations identified in Exhibit 1 where the City has identified twenty-five (25) turf-to-turf replacement projects for participation in the Program ("Projects") and which, collectively, qualify for an estimated Program rebate of up to \$1,050,000 as identified in Exhibit 1;

WHEREAS, the City desires to replace an estimated 2,000,000 square feet of irrigated cool season turf with irrigated warm season turf conserving approximately 40,000,000 gallons of water, for which the Program will pay a rebate for each Project of \$.50 per square foot of area converted for the first 100,000 square feet and \$.25 per square foot thereafter, up to \$500,000 annually for all Projects;

WHEREAS, the City 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;

WHEREAS, 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 each Project, the Authority will conduct a final inspection ("Final Inspection") to ensure compliance with Program requirements and calculate and pay 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 each Project that is satisfactorily completed.

2. Supplemental Program Terms. Notwithstanding the standard Program requirements contained on Exhibit 2, the Parties agree to the following exceptions to the standard Program requirements, which shall take precedence over conflicting terms in Exhibit 2. If there is any conflict between this Agreement and the Application (or any of its exhibits) or Exhibit 2, the terms in the body of this Agreement shall control:

a) Projects where the City replaces irrigated cool season turf grass with irrigated warm season turf grass shall be rebated for each Project at \$.50 per square foot of irrigated turf grass replaced for the first 100,000 square feet and \$.25 per square foot thereafter, up to \$500,000 annually for all Projects.

b) 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 the lesser of (i) ten (10) years; or (ii) for the duration of the City's control of the property.

c) Upon the Effective Date, the City will have five (5) years to complete the Projects to receive a Rebate. If the incentive is modified during the Agreement term, the Rebate will be paid at the incentive rate in effect at the time of each Project's completion. Projects not completed prior to termination of the five-year period shall not be eligible for the Rebate under this Agreement, except as provided in (d) and (f).

d) If the Authority's Final Inspection occurs less than sixty (60) days prior to termination of the five-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.

e) The Authority will pay the Rebate for the removal of the turf identified in Exhibit 1 as it is removed, for each Project, within thirty (30) days of the Authority's Final Inspection. The Authority will respond to a request for Final Inspection within ten (10) business days after receipt of the request for Final Inspection from the City.

f) Upon mutual agreement of the Parties, and in consideration of City's efforts to remove or convert an extraordinary amount of turf under the Program, the Parties may agree to a 1-year extension of this Agreement to allow City to complete no more than 10% of the total Projects covered by this Agreement. Any such extension shall be processed as an amendment to this Agreement.

3. Contingency. The Project size and associated rebate amounts have been estimated. Actual Rebate amounts will be based upon precise measurements taken upon each 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, Rebate 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 \$1,050,000.

4. Final Inspection. After the City notifies the Authority of a Project's completion, the Authority will conduct a 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 for the public or for any member of the public.

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.

8. 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 Henderson
 Department of Parks and Recreation
 Attn: Director
 240 Water Street, MSC 411
 Henderson, NV 89015

With copy to: City of Henderson
 City Attorney's Office
 Attn: City Attorney
 240 Water Street, MSC 144
 Henderson, NV 89015

To the Authority: Enterprise Conservation Division
 Southern Nevada Water Authority
 Attn: Patrick Watson
 PO Box 99956
 MS 530
 Las Vegas, NV 89193

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.

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

10. 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 Party.

11. 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.

12. 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.

13. 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 commercially reasonable 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 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 both Parties have fully executed this Agreement.

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, except that in the case of a dispute relating to property owned by the BLM, federal law shall apply. The courts situated in Clark County, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

18. Remedies. Each Party shall have all remedies available in law or equity. The various rights, options, elections, and remedies of the Parties 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 supersede 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 such addition or modification complies with the amendment provision in Section 12 herein. 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 easement, lease, fee, or other interest in City's property to the Authority.

21. Termination; Substitution. The City may terminate this Agreement as to any uncompleted Project(s) at any time prior to acceptance of the Rebate for the Project(s) being cancelled. The Parties may agree to substitute Projects during the term of this Agreement provided they meet Authority's criteria for approval.

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.

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 beginning 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 HENDERSON
CLARK COUNTY, NEVADA

Date of City Council Action: _____

ATTEST:

Richard A. Derrick
City Manager/CEO

Jose Luis Valdez
City Clerk

APPROVED AS TO FUNDING:

APPROVED AS TO FORM:

Jim McIntosh
Chief Financial Officer

Nicholas G. Vaskov
City Attorney

CAO

APPROVED AS TO CONTENT:


Shari Ferguson
Director of Parks and Recreation

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	Parcel numbers affected	Projected Start Date	Projected Completion Date	Type of Work	Projected Warm to Cool Season Conversion Area	Projected Incentive
Acacia Park	50 Casa Del Fuego St	17814710001	08/01/22		C-Wm	41,000	\$ 20,500
Allegro Park	1023 Seven Hills Dr	17735710009	08/01/22		C-Wm	68,700	\$ 34,350
Amador Vista Park	1562 Amador Ln	17821801023			C-Wm	45,000	\$ 22,500
Burkholder Park	645 W Victory	17813801004	08/01/22		C-Wm	60,000	\$ 30,000
Cactus Wren Park	2900 Ivanpah Dr	17725503001			C-Wm	12,500	\$ 6,250
Discovery Park	2011 Paseo Verde	17820711001	12/01/22		C-Wm	79,000	\$ 39,500
Dos Escuelas Park	1 Golden View	17820114001	08/01/22		C-Wm	130,000	\$ 57,500
Hayley Hendricks Park	811 Ithaca Ave	17909101007	08/01/22		C-Wm	108,500	\$ 52,125
Hidden Falls Park	281 West Horizon Drive	17825601003	08/01/22		C-Wm	75,903	\$ 37,952
Mission Hills Park	551 E Mission	17932502002	08/01/22		C-Wm	221,568	\$ 80,392
Mountain View Park	1959 Wigwam	17817801001	08/01/22		C-Wm	114,127	\$ 53,532
O'Callaghan Park	801 Skyline	17930501001			C-Wm	157,717	\$ 64,429
Paseo Verde Park	1851 Paseo Verde	17821211002			C-Wm	126,000	\$ 56,500
Paseo Verde Trailhead	804 Paseo Verde Parkway	17823510006	08/01/22		C-Wm	72,800	\$ 36,400
Paseo Vista Park	2505 Paseo Verde Parkway	17819301013			C-Wm	55,000	\$ 27,500
Reunion Trails Park	44 Chapata	17815402029			C-Wm	22,000	\$ 11,000
River Mountain Park	1941 Appaloosa	17927202002	08/01/22		C-Wm	105,000	\$ 51,250
Roadrunner Park	831 Amigos	17921202004			C-Wm	79,071	\$ 39,536
Siena Heights Trailhead	2570 Siena Heights Drive	17725518021			C-Wm	58,000	\$ 29,000
Silver Springs Park	1950 Silver Springs	17808304002	08/01/22		C-Wm	84,942	\$ 42,471
Sunridge Park	1010 Sandy Ridge	17831611009	08/01/22		C-Wm	70,000	\$ 35,000
Trail Canyon Park	1065 Trail Canyon	17810701009	08/01/22		C-Wm	43,560	\$ 21,780
Vivaldi Park	1249 Seven Hills	19102523002	08/01/22		C-Wm	92,000	\$ 46,000
Weston Hills Park	950 Weston Ridge St	16031712225	08/22/22		C-Wm	47,260	\$ 23,630
Whitney Mesa Recreation Area/WRRC	1575 Galleria Drive	16133301009 & 16133301010			C-Wm	26,539	\$ 13,270
Whitney Mesa Neighborhood Park	1535 Galleria Drive	17804101007	08/01/22		C-Wm	36,210	\$ 18,105
Total Square footage						2,032,397	
Total Cool to Warm Season (C-WM) Incentive							\$ 950,472.00
Contingency of Approximately 10%							\$ 99,528.00
Total Plus Contingency							\$1,050,000.00

EXHIBIT 2



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

Version May 31, 2018

Water Efficient Technologies Program Cool-to-Warm Season Turf Conversion

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, ongoing business or manufacturing process. The project cannot be a change in the business type or product type.
- ◆ Applicant property must be a non-single-family-residential parcel within the SNWA service area.
- ◆ SNWA may require an interlocal agreement to execute the incentive based upon property type.
- ◆ SNWA will determine project eligibility.
- ◆ Project area must be designated as functional turf based upon definitions developed for AB-356.
- ◆ Projects must quantifiably reduce consumptive water use of irrigated landscaping.
- ◆ Projects that have been approved and funded prior to this application are not eligible.

Technical Requirements

- ◆ The project must use warm season turfgrass species to replace cool-season turfgrass species. Warm season species must be approved by SNWA and may include Bermuda grass, seashore paspalum, zoysiagrass, St. Augustine grass, centipede grass, buffalo grass, and ground covers such as kurapia in seed and vegetative forms.
- ◆ Turf projects may be completed with seed, sod, or stolon; however, the incentive will not vary by application type.
- ◆ **Converted areas may not be overseeded with cool-season grasses.**
- ◆ Multi-year projects must be done in consecutive planting seasons (up to 3).
- ◆ Multi-year projects will be subject to a performance review of water savings for the property.
- ◆ If a project requires consumptive water use reduction confirmation, the water use shall be calculated by SNWA.
- ◆ The project must be sustained for a minimum of ten (10) calendar years, or transfer of property title, whichever comes first.
- ◆ 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.

Terms of Incentive Rebate

- ◆ Incentive shall be determined by square footage converted from cool-to-warm season species, paid at a rate of \$.50 per square foot for the first 100,000 square feet and \$.25 per square foot thereafter, up to \$500,000.
- ◆ SNWA reserves the right to limit or reject applications subject to availability of funds.
- ◆ Each property is limited to \$500,000 in approved payments per-property per SNWA fiscal year, (July 1-June 30)
- ◆ SNWA may require invoices of associated material costs to demonstrate project completion.
- ◆ SNWA will not pay for labor costs incurred during the project beyond the standard incentive.
- ◆ Through participation in this program, SNWA reserves the right to perform water saving evaluations from meter(s), servicing the property.
- ◆ 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.
- ◆ Projects that require more than one calendar year require pre-approval from SNWA.
- ◆ 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, upon which time SNWA will issue the rebate within 30 days.

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

September 15, 2022

Subject:

Award of Bid

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors award a bid for fluorosilicic acid to Brenntag Pacific, Inc., in an amount not to exceed \$961,875, authorize contract renewals for up to four additional one-year terms with annual increases of up to 25 percent over the previous year, and authorize the General Manager to sign the purchase 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:

Bid No. 010315, Fluorosilicic Acid, was advertised on June 29, 2022, and opened on July 26, 2022. A tabulation of the bids received is listed below:

Brenntag Pacific, Inc.	\$769,500
DuBois Chemicals, Inc.	\$842,340
Pencco, Inc.	\$862,500

Brenntag Pacific, Inc. (Brenntag), was the low responsive and responsible bidder as defined by NRS 332.065. The attached agreement provides for Brenntag to accept and agree to all contract terms.

If approved, this agreement will be in effect from October 1, 2022, through June 30, 2023, with the option for up to four additional one-year periods. Brenntag will provide fluorosilicic acid to the Authority that is necessary for use in water treatment activities. Approval of this item also provides for annual price or consumption increases of up to 25 percent per agreement term. The initial year amount of \$961,875 includes 25 percent contingency funding over the bid amount of \$769,500 for potential volume or product cost increases.

This Agreement is being entered into pursuant to NRS 332.065 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this Agenda request.



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	11
Corporate/Business Entity Name:	Brenntag Pacific, Inc.
Doing Business As:	
Street Address:	10747 Patterson Place
City, State, and Zip Code	Santa Fe Springs, California 90670
Website:	www.brenntagpacific.com
Contact Name:	Laura Tua
Contact Email:	Ltua@brenntag.com
Telephone No:	562 903-9626
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	3880 East Craig Road
City, State, and Zip Code	North Las Vegas, NV 89030
Local Website:	
Local Contact Name:	David Karis
Local Contact Email:	dkaris@brenntag.com
Telephone No:	702 644-7787
Fax No:	

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Laura Tua
Signer Title:	Municipal Bid Manager
Signer Email:	Ltua@brenntag.com
Signed Date:	2022-08-08

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

John Castiglione
Signature

John Castiglione
Print Name/Title

8-8-2022
Date

**AGREEMENT
BID NO. 010315**

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Brenntag Pacific, Inc. (Contractor).

The Parties do mutually agree as follows:

1. Owner has awarded an agreement to Contractor pursuant to an administrative approval document signed by the General Manager for the purchase of Fluorosilicic Acid as quoted on the Authority's Bid No. 010315 for the treatment of raw water.
2. Owner agrees to purchase, and Contractor agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the contract.
3. The Contractor certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
4. For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following (as applicable):

Agreement
Letter of Intent to Award
Amendments
Addenda
Contract General Provisions
Contract General Conditions
Contract Special Conditions
Statement of Work or Specifications
Bid Form

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

BRENTAG PACIFIC, INC.

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an agreement between Stantec Consulting Services Inc. and the Authority to provide professional engineering services for the Low Lake Level Treatability Study for an amount not to exceed \$152,476.

Fiscal Impact:

The requested \$152,476 is available in the Authority's Capital Budget.

Background:

Continued drought conditions are likely to result in source water characteristics not historically experienced at Alfred Merritt Smith and River Mountains Water Treatment Facilities. It is recognized that direct filtration treatment as employed by the Authority may be uniquely affected by changing Lake Mead source water due to a higher surface water component, wider temperature and pH variations, greater algae content, high potential for objectionable taste and odors, harmful algal blooms and other water quality issues.

The Lower Lake Level Treatability Study (Study) will identify impediments to treating source water as future Lake Mead levels decline and will make treatment and/or process recommendations to mitigate anticipated declining water quality. Based on several treatment-related studies conducted by Stantec Consulting Services Inc. (Stantec) in the past, including the Low Lake Level Pump Station Sedimentation Treatability Technical Memorandum (2015), the selection of Stantec is recommended due to its familiarity with the subject matter.

If approved, the attached Agreement to provide professional services would provide the terms and conditions necessary for Stantec to complete the Study. The \$152,476 includes a 10 percent contingency.

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.



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

LVVWD/SNWA/SSEA

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Publicly Traded Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	47
Corporate/Business Entity Name:	Stantec Consulting Services Inc.
Doing Business As:	Mustang Acquisition Holdings, Inc.
Street Address:	475 Fifth Avenue, 12th Floor
City, State, and Zip Code	New York, NY 10017
Website:	www.Stantec.com
Contact Name:	Margaret Regan
Contact Email:	margaret.regan@stantec.com
Telephone No:	780-917-7000
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	3010 W. Charleston Blvd. Suite 100
City, State, and Zip Code	Las Vegas, NV NV
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	702-878-8010
Fax No:	

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Margaret M Regan
Signer Title:	Senior Principal Project Manager
Signer Email:	margaret.regan@stantec.com
Signed Date:	2022-07-26

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

Adriana Ventimiglia
Signature

Adriana Ventimiglia
Print Name/Title

8/3/2022
Date

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

John Take - Chief Growth & Innovation Officer (CGIO)

Steve Fleck - Chief Practice Officer (CPO)

Asifa Samji - Chief People & Inclusion Officer (CPIO)

Leonardo Castro - Executive Vice President, Buildings

Mario Finis - Executive Vice President, Energy & Resources

Mike Kennedy - Executive Vice President, Canada and United States

Susan Reisbord - Executive Vice President, Environmental Services

Ryan Roberts - Executive Vice President, Water

Susan Walter - Executive Vice President, Infrastructure

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

Pat Poelzer - Senior Vice President, Health, Safety, Security & Environment

Marshall Davert - Global Major Pursuits Director

Lui Mancinelli - Senior Vice President, Marketing, Communications, & PR

Chris McDonald - Senior Vice President, Chief Information Officer

Bjorn Morisbak - Executive 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

Carrie Sabin - Vice President, Sustainability

Jess Nieuwerker - Vice President, Investor Relations

Owner: Marketing, Communications & Public Relations

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:

- a) 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.
- b) 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.
- c) 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.
- d) 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:

- a) This Agreement shall become effective as of the Effective Date and shall remain in effect for one year, 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.
- b) This Agreement may not extend more than seven years from Effective Date.

3) COMPENSATION:

- a) In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed in accordance with the terms of this Agreement.
- b) 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.
- c) 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.
- d) 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 a lump sum of \$152,476.00 over the entire period of performance.

5) RESPONSIBILITIES OF CONSULTANT:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
 - i) 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.
 - ii) 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.

- e) 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.
- f) 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:

- a) 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.
- b) 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, Adriana Ventimiglia, telephone number (702) 822-3301 or their designee. AUTHORITY's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- c) 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.
- d) 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:

- a) 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.

- b) 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.
 - i) 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.
- c) 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:

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

15) COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK

- a) 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.
- b) 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:

- a) 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.

- b) 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) INSURANCE:

a) General:

- i) 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.
- ii) 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.
- iii) AUTHORITY shall also be named as an additional insured under the subcontractor's insurance policies, except for the professional liability and worker's compensation 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.

- iv) 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.
 - v) With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of AUTHORITY.
- b) Evidence of Insurance:
- i) 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.
 - ii) Within 10 working days after the Effective Date, CONSULTANT shall deliver to the AUTHORITY a certificate of insurance documenting the required insurance coverage.
 - iii) Renewal certificates shall be provided to AUTHORITY not later than 15 days prior to the expiration of policy coverage.
 - iv) All insurance policies shall require the insurer to provide a minimum of 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 10 days' prior notice.
- c) Insurance Coverages:
- i) 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.
 - ii) 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.
 - iii) 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.

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.

- iv) 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.
- v) 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.

18) 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.

19) REVIEWS:

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

20) 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 duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter AUTHORITY duties thereunder or to require AUTHORITY to do, or refrain from doing, anything contrary to the Nevada Public Records Act. AUTHORITY 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 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 coordinate a response to the request and strive to prevent the disclosure of information considered confidential 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. The CONSULTANT's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

21) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- a) 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").
 - i) 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.
 - ii) CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:
 - (1) Authorized users cannot give out their login information to another party.
 - (2) Authorized users shall notify AUTHORITY within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.
 - (3) Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.
 - (4) These PMIS Services are provided for the convenience of contractors and engineering firms. AUTHORITY is not responsible for any issues created by a malfunction of these PMIS Services.
 - (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.
 - (6) CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
 - iii) 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.
 - iv) 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.

- v) **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.
- vi) 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.
- vii) 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.
- viii) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.
- ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between 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.
- x) The PMIS Services are subject to the intellectual property rights of AUTHORITY and to the Nevada public records law.

22) DATA PRIVACY AND SECURITY:

- a) During the course of this Agreement, CONSULTANT will create, receive or have access to the AUTHORITY's Facility Information. and the Facility Information of the Southern Nevada Water Authority ("Authority") Facility Information means drawings, maps, plans or records that reveal the

AUTHORITY's or the Authority's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the AUTHORITY and the Authority. Facility Information is deemed to be Confidential Information of the AUTHORITY and the Authority.

b) CONSULTANT shall:

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

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

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

e) CONSULTANT shall:

- i) Notify the AUTHORITY of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the CONSULTANT becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the AUTHORITY's contacts listed in the Notices Section below;

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

23) 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.

24) 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.

25) SEVERABILITY:

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

26) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- a) 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.
- b) 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.

27) EQUAL EMPLOYMENT OPPORTUNITY:

- a) 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.
- b) 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.

28) APPLICABLE LAW:

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

29) VENUE:

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

30) 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.

31) 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.

32) WAIVER:

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

33) MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:

- a) Notwithstanding any other provision of this Agreement to the contrary, neither Party including their officers, agents, servants and employees shall be liable to the other for lost profits or any incidental or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty).
- b) Notwithstanding the foregoing waiver of consequential damages this waiver shall not apply to:
 - i) Any third-party claims against the AUTHORITY;
 - ii) Reasonable costs or losses incurred by the AUTHORITY to avoid other direct losses due to the CONSULTANT's breach;
 - iii) Property damage;
 - iv) Personal injury or death;
 - v) Fees and costs of any attorneys, experts, court/arbitration, internal staff, or other personnel costs that the AUTHORITY expends in addressing the CONSULTANT's breach;
 - vi) Fines, levies, or other damages assessed against the AUTHORITY by any governmental or regulatory agency related to the CONSULTANT's breach;
 - vii) Fraud;
 - viii) Intentional, willful, or reckless misconduct or breach;
 - ix) Breach of confidentiality or data privacy and security obligations; and
 - x) Any other damages that the AUTHORITY incurs that are foreseeable and caused by the CONSULTANT's breach.

33) CAPTIONS:

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

34) COUNTERPARTS:

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

35) INTEGRATION:

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

36) NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind CONSULTANT or 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: Mackenzie Burns
3010 West Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102-1969
Mackenzie.burns@stantec.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Adriana Ventimiglia
1299 Burkholder Boulevard
Henderson, Nevada 89015
adriana.ventimiglia@lsnwa.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.

37) AMENDMENT:

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

38) AUDITS:

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

39) SURVIVAL:

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

40) FORCE MAJEURE:

- a) A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for

elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. CONSULTANT's economic hardship and changes in market conditions are not considered Force Majeure Events.

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

41) COMPANIES THAT BOYCOTT ISRAEL:

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

42) ELECTRONIC SIGNATURES:

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

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

STANTEC CONSULTING SERVICES, INC.

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES

This Scope of Work defines the engineering services to be provided by Stantec (CONSULTANT) for the Southern Nevada Water Authority (AUTHORITY), for the Low Lake Level Treatability Study. The project will identify impediments to treating source water as future Lake Mead levels decline and will make treatment and/or process recommendations to mitigate anticipated declining water quality for consideration by AUTHORITY staff.

The work consists of detailed evaluations necessary to identify suitability of existing treatment processes at RMWTF and AMSWTF for continued performance under future low lake level conditions and water quality variations as projected by AUTHORITY modeling efforts. It is recognized that direct filtration treatment as employed by the AUTHORITY may be uniquely affected by changing Lake Mead source water due to a higher surface water component, wider temperature and pH variations, greater algae content, higher potential for objectionable taste and odors, harmful algal blooms and other parameters.

Associated and continued drought conditions will result in characteristics which have historically not been experienced at AMSWTF and RMWTF. Greater storage of lower basin states' Colorado River allocation in Lake Powell is a recent development and which may also lead to additional water quality impacts.

Modifications to existing processes and recommendations for candidate treatment system modifications and/or improvements will be incorporated in this project. Water quality evaluations will be conducted for plant raw water. Existing treatment components will be reviewed and potential treatment schemes identified. Recommendations for correction or further study (if needed) will be suggested. Compliance with future drinking water regulations will also be addressed.

The CONSULTANT will work directly with applicable AUTHORITY staff and will not employ subconsultants for the work.

The CONSULTANT will prepare agenda and minutes of workshops, periodic progress meetings, and other meetings, and will submit such documentation to AUTHORITY's project manager for review prior to distribution.

Objective: Understand treatment issues, impacts, future regulatory compliance, candidate treatment systems and possible upgrades, and associated processes resulting from water quality and quantity impacts.

Task 1 – Project Management

CONSULTANT will provide overall budget and schedule monitoring through the duration of the project. This task will include the following activities:

- a. Prepare a Draft Project Management Work Plan and schedule within one week following issuance of the Notice to Proceed (NTP) for review and comment by the AUTHORITY. Plan and schedule shall be submitted incorporating all applicable comments from the AUTHORITY within three weeks of the NTP. The plan will establish project criteria, objectives, schedule, budget, controls, work sequence, and QA measures.
 - i. Budget for this project is shown in the **RATES AND FEES** section below.
- b. Prepare for and facilitate project meetings, including:
 - i. Initial Kick-off Meeting to review scope, tasks, roles, and responsibilities, to identify preliminary issues requiring clarification or follow-up, to collaboratively identify subjects of concern and what would be considered fatal flaws to source water when Lake Mead water surface elevation declines below 950 ft above MSL. Submit and discuss an initial data request, proposed schedule, and communication and coordination protocol.
 - ii. Monthly Progress Meetings to review work completed and planned, either in-person or video conference, to discuss issues requiring resolution or follow-up, and to provide updates on overall spending and project progress.
 - iii. A data analysis workshop to present analysis results, including assessment of plant raw water, and obtain consensus on parameters and values to use for treatment assessments.
 - iv. A final workshop after completing all the technical memoranda to present identified treatment impacts, potential mitigation measures and CONSULTANT recommendations.
- c. Submit a monthly progress report which will include a summary of work performed during the completed reporting period, work planned for the upcoming reporting period, updated spending plan, updated milestone schedule with percent completion, issues for resolution, and the invoice.
- d. Schedule a Progress Meeting once every month to present and discuss the monthly progress report. This meeting will also serve as a forum to review questions and considerations that may arise during the evaluation.

Deliverables:

- Draft and Final Project Management Workplan.
- Agendas and minutes for all meetings.
- Workshop slides.
- Monthly progress reports.
- Invoices.

Task 2 – Water Quality Evaluation

CONSULTANT will provide technical direction and expertise as follows:

- a. Submit a request for relevant water quality data for AMSWTF, RMWTF, and source water (Lake Mead). Source water data shall be reflective of AUTHORITY model efforts to project should current drought conditions continue and the treatment facilities are subjected to worse-case water quality (TOC and turbidity). Other parameters of interest may include bromide, UV254 absorbance, color, algal species and associated toxins, geosmin, MIB, nutrients, pH, temperature, microbes (coliform, *Giardia*, *Cryptosporidium*), TDS, and emerging contaminants. Information provided to the CONSULTANT will include model projections, historical information, other non-modelled projections of future conditions where available, individual studies of lake water quality completed by AUTHORITY, and recommendations provided by others for plant upgrades and equipment refurbishment. The CONSULTANT has a right to rely on the accuracy and completeness of provided data.
- b. Collect, compile, and analyze projected water quality data. Tabulate maximum, minimum, average, median, and extreme percentile values to reflect water quality to be experienced by the two treatment facilities as sourced via Intake No. 3. Summarize into average and worse case future source water characteristics for key parameters.
- c. Gather results of associated studies, models, and reports. Summarize findings and recommendations with respect to impact of projected water quality on treatment processes, regulatory compliance, and finished water goals.
- d. Evaluate the future regulatory framework – current and potential future regulatory constraints – potentially faced by AUTHORITY for complying with drinking water requirements but focusing on UCMR 4 and 5. Establish finished water quality goals and identify preliminary compliance parameters of concern possibly faced by the AUTHORITY.

Deliverables:

- Technical memorandum tabulating data analysis and summarizing results.
- Workshops to present and review findings and build consensus on values to use for treatment assessments and to review parameters of concern.

Task 3 –Treatment Process Assessment

The CONSULTANT will assess treatability and characterize finished water quality based on historical performance, and current and future unit processes as follows:

- a. Identify original design criteria for each treatment facility where possible. Conduct site visits to each treatment facility (approximately 8 hours each) to observe existing conditions and learn about current or potential treatment challenges. Interview O&M staff to gather insight regarding treatment subprocesses or aggregate systems that are nearing end of service life or are in need of rehabilitation in order to continue basic function in order to meet water quality conditions as source water elevations decline.
- b. Complete a preliminary solids balance for each treatment facility and use available historical operating data to verify findings. Calculations will identify quantity and quality of primary process flow and secondary flow:
 - a. Primary flow consists of process water moving from plant inlet to ozonation, flash mixing, flocculation, and filtration. AMSWTF nominal production 600 mgd. RMWTF nominal production 370 mgd.

- b. Secondary flows consist of sidestreams: waste washwater, clarified water, thickener inlet, and recycled water)

Work under this task will be based on average and worse case source water characteristics as previously identified.

- c. For each direct filtration process, evaluate and make recommendations for continued performance under average and worse case water quality conditions. Determine the adequacy of existing treatment processes including an estimate of chemical dose ranges required for each treatment scenario, pH adjustments, and secondary residuals.
- d. Identify potential for treatment vulnerabilities and limitations resulting from the average and worse case future source water characteristics, e.g., chemical metering pump capacities, flash mix capacity, flocculation, sludge removal equipment capacities, filtration rates and unit filter run volumes (UFRVs), disinfection and sludge drying. Existing and potential future regulatory compliance will be included.
- e. Where possible, compare the results to historical plant operating data, current and anticipated future MCLs and drinking water rules/regulations of concern, and concerns/fatal flaws previously identified.

Deliverables:

- Technical memorandum characterizing all findings, treatment assessments, and limitations (if any) for AMSWTF and RMWTF.

Task 4 – Mitigation Alternatives

The CONSULTANT will identify alternatives that could mitigate or eliminate concerns and limitations associated with low lake level conditions and prepare AUTHORITY for future impacts.

- a. Consider improving or upgrading rapid mix, flocculation, filtration, chemical feed, solids handling, and recycling, for potential adverse impacts to either water quality or production quantity. Consider potential for polymer dosing as floc aid or filter aid. It is understood ozonation system improvements are being addressed under a separate project.
- b. Consider addition of a sedimentation process and conversion from direct filtration to conventional treatment, if warranted by projected turbidity, suspended solids, and coagulant solids loading. Under this scenario, modification of CT credit will be addressed, potentially resulting in a beneficial change to current disinfection strategy.
- c. Prepare a draft list of alternative evaluation criteria to screen the alternatives. This list will be reviewed with AUTHORITY's Project Manager and modified based on comments provided.
- d. Tabulate relative advantages and disadvantages of the alternatives with respect to the evaluation criteria.
- e. Conduct a workshop with AUTHORITY staff to present findings and mitigation alternatives considered most promising and/or most feasible.
- f. Prepare an Executive Summary (ES) of all TMs highlighting expected water quality, treatment assessments, challenges and mitigations. The Executive Summary will summarize final TMs into a single document for stakeholder review. Based on AUTHORITY comments, update the Executive Summary and TMs as necessary to complete the project, compile the TMs, and finalize the Executive Summary. The compiled TMs along with the Executive Summary will serve as the final project report.

Deliverables:

- List of alternatives for screening.
- List of evaluation criteria.
- Draft and final Executive Summary.
- Recommendations for further study and evaluations
- Draft and final project report.

Task 5 – Optional Services (to be separately negotiated, per SNWA request)

CONSULTANT will make recommendations for follow-up studies and related activities as warranted to supplement or expand on findings prepared herein, for consideration by the AUTHORITY, including but not limited to the following:

- a. CT profile analysis.
- b. Bench testing.
- c. Pilot testing.
- d. Cost estimating.
- e. Other evaluations resulting from findings contained in this treatability study.

RATES AND FEES

Basic Services Tasks 1 – 4 will be compensated on a fixed fee basis, per the fee estimate indicated below.



FEE ESTIMATE - SNWA Low Lake Level Treatability Study

Project Summary		Hours		Labour		Expense		Subs		Total
Fixed Fee		688.00		\$147,088.00		\$5,390.00		\$0.00		\$152,476.00
Time & Material		0.00		\$0.00		\$0.00		\$0.00		\$0.00
Total		688.00		\$147,088.00		\$5,390.00		\$0.00		\$152,476.00

WBS Code	Task Code	Task Name	Task Type	Hours	Labour	Expense	Subs	Total
1	1	Project Management	Fixed Fee	208.00	\$43,342.00	\$2,750.00	\$0.00	\$46,092.00
2	2	Water Quality Evaluation	Fixed Fee	98.00	\$21,104.00	\$550.00	\$0.00	\$21,654.00
3	3	Treatment Process Assessment	Fixed Fee	228.00	\$49,440.00	\$990.00	\$0.00	\$50,430.00
4	4	Mitigation Alternatives	Fixed Fee	154.00	\$33,200.00	\$1,100.00	\$0.00	\$34,300.00
5	5	Optional Services		0.00	\$0.00	\$0.00	\$0.00	\$0.00

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an agreement between Black & Veatch Corporation and the Authority to provide engineering design and construction phase support services for a microbiology research laboratory expansion in an amount not to exceed \$2,981,000.

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 River Mountains Water Treatment Facility (RMWTF) Microbiology Research Laboratory Expansion (Project). The Project will encompass building a 5,500 square foot, state-of-the-art microbiology research facility located at RMWTF adjacent to the existing R&D lab. The Project will include the facilities and equipment necessary to conduct leading-edge microbiology research using a combination of culture methods, molecular methods and microscopy.

Based upon its completion of the RMWTF Microbiology Facility Feasibility Study, past experience, and knowledge of the existing laboratory facilities at the site, Black & Veatch Corporation (Black & Veatch) is recommended to perform the engineering design services and construction phase support for this project.

If approved, the attached Agreement to Provide Professional Services would provide the terms and conditions necessary for Black & Veatch to complete the design and construction phase support of this Project. The requested \$2,981,000 includes a contingency of approximately 10 percent.

This agreement is being entered into pursuant to NRS 32.115(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.



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	33
Corporate/Business Entity Name:	Black & Veatch Corporation
Doing Business As:	
Street Address:	11401 Lamar Avenue
City, State, and Zip Code	Overland Park, Kansas 66211
Website:	www.bv.com
Contact Name:	Dan Wonders
Contact Email:	wondersd@bv.com
Telephone No:	913-458-2200
Fax No:	913-458-9392

Nevada Local Business Information (if applicable)

Local Street Address:	8965 South Eastern Avenue, Suite 325
City, State, and Zip Code	Las Vegas, NV 89123
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	702-894-4504
Fax No:	702-434-9978

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

100% Employee Owned with no one employee owning more than 5% of the company.

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Lisa Jackson
Signer Title:	Associate Vice President
Signer Email:	jacksonla@bv.com
Signed Date:	2022-01-28

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

<u> Ryan Pearson </u>	<u> Ryan Pearson </u>	<u> 06/01/22 </u>
Signature	Print Name/Title	Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Black & Veatch Corporation, 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:

- a) 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.
- b) 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.
- c) 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.
- d) 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. During this period, CONSULTANT agrees to provide Services as required by AUTHORITY within the scope of this Agreement.

- a) This Agreement may not extend more than seven years from Effective Date.

3) COMPENSATION:

- a) In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to AUTHORITY's satisfaction.
- b) 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.
- c) 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.
- d) 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 \$2,981,000.00.

5) RESPONSIBILITIES OF CONSULTANT:

- a) 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.
- b) 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.
- c) 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.
- d) It shall be the duty of CONSULTANT to assure that all products of its effort in accordance of the standards of Section 5.C are 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.
 - i) 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.
 - ii) 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.

- e) 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.
- f) 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:

- a) 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.
- b) 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, 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.
- c) 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.
- d) 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:

- a) All project specific materials, information, and documents which are drafted, developed, prepared, completed, or acquired by CONSULTANT for AUTHORITY relating to the Services and not

otherwise used or useful in connection with services previously rendered by CONSULTANT to parties other than AUTHORITY are instruments of service with respect to the Services to be provided pursuant to this Agreement and are not intended to be modified nor represented to be suitable for use on other projects. They shall become the property of AUTHORITY upon completion of the Work 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 such materials, information or documents on any other project conducted by AUTHORITY. AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement for the purpose of operating, constructing, altering, improving and maintaining the Project and as otherwise required by law. CONSULTANT and its subconsultants shall retain ownership of CONSULTANT's and subconsultants' proprietary and other intellectual property used, modified or developed in the performance of the Services ("CONSULTANT IP"). Without limiting the foregoing, and notwithstanding anything in this Agreement to the contrary, AUTHORITY shall not obtain any rights to CONSULTANT's, subconsultants' or third-party software, except as may be separately agreed. Nothing in this Agreement shall be construed as limiting CONSULTANT's and its subconsultants' rights to use their respective skills and knowledge to provide services for themselves or others, regardless of whether such services are similar to the Services provided hereunder.

10) INTELLECTUAL PROPERTY ASSIGNMENT:

Upon payment of consideration in accordance with this agreement, CONSULTANT hereby grants the AUTHORITY an irrevocable, nonexclusive, royalty-free license for use solely in connection with operation, maintenance, repair, or alteration of the AUTHORITY's facilities in respect of any CONSULTANT IP included in the work products. Notwithstanding any language to the contrary within this Section, the Parties understand and agree that, as required by the Nevada Public Records Act, the AUTHORITY may be required to provide project specific materials and documents pursuant to public records requests. Nothing in this Agreement shall prohibit AUTHORITY from providing public records subject to inspection or disclosure pursuant to the Nevada Public Records Act.

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:

- a) 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.

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

15) COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK

- a) 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.
- b) 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:

- a) 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 trial 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.

- b) 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:

- a) Time is of the essence in this Agreement.
- b) 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:

- a) General:
 - i) 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.
 - ii) 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.
 - iii) AUTHORITY shall also be named as an additional insured by written contract between the CONSULTANT and their Subcontractor on Subcontractor's commercial general liability, automobile liability, excess and/or umbrella. 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.
 - iv) With respect to all insurance required under this Agreement, the deductible shall not exceed \$1,000,000 without the prior written approval of the Risk Manager of AUTHORITY.

b) Evidence of Insurance:

- i) 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.
- ii) 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 make available at CONSULTANT's local office a copy of all insurance policies required under this Agreement.
- iii) Renewal certificates shall be provided to AUTHORITY not later than 15 days prior to the expiration of policy coverage.
- iv) All insurance policies shall require the insurer to provide a minimum of 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 10 days' prior notice.

c) Insurance Coverages:

- i) 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.
- ii) 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.
- iii) 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.

- iv) 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.
- v) 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:

- a) CONSULTANT shall submit draft reports and other materials for review by prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.
- b) 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 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 duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter AUTHORITY duties thereunder or to require AUTHORITY to do, or refrain from doing, anything contrary to the Nevada Public Records Act. AUTHORITY 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 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 coordinate a response to the request and strive to prevent the disclosure of information considered confidential 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. The CONSULTANT's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

22) USE OF MATERIALS:

- a) 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.
- b) 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:

- a) 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").
 - i) 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.
 - ii) CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:
 - (1) Authorized users cannot give out their login information to another party.
 - (2) Authorized users shall notify AUTHORITY within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.
 - (3) Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.
 - (4) These PMIS Services are provided for the convenience of contractors and engineering firms. AUTHORITY is not responsible for any issues created by a malfunction of these PMIS Services.
 - (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.
 - (6) CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
 - iii) 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.
 - iv) 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.

- v) **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.
- vi) 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.
- vii) 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.
- viii) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.
- ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between 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.
- x) The PMIS Services are subject to the intellectual property rights of AUTHORITY and to the Nevada public records law.

24) DATA PRIVACY AND SECURITY:

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

- b) CONSULTANT shall:
- i) Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including, at a minimum strong password protection and encryption for data at rest and in transit on any network;
 - ii) Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;
 - iii) Not create, collect, receive, access, or use Facility Information in violation of law;
 - iv) Use and disclose Facility Information solely and exclusively for the purposes of providing Work under this Agreement;
 - v) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the AUTHORITY without the AUTHORITY's prior written consent;
 - vi) 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; and
 - vii) Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section. CONSULTANT acknowledges that it will be liable to the DISTRICT for any and all damages the DISTRICT incurs from CONSULTANT's failure to ensure that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section.
- c) CONSULTANT ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE CONSULTANT TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).
- d) Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by CONSULTANT or by the AUTHORITY to the extent that AUTHORITY 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.
- e) CONSULTANT shall:
- i) Notify the AUTHORITY of any Security Breach as soon as practicable, but no later than forty-eight (48) hours after the CONSULTANT becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the AUTHORITY's contacts listed in the Notices Section below;
 - ii) At its own expense, coordinate and fully cooperate with the AUTHORITY in the AUTHORITY's handling of the matter;
 - iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
 - iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and

- v) Reimburse the AUTHORITY for all actual costs incurred by the AUTHORITY in responding to and mitigating damages caused by any Security Breach.
- f) 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.
- g) 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.
- h) 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:

- a) 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.

- b) 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:

- a) 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.
- b) 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: Black & Veatch Corporation
Brent Harland
8965 S. Eastern Ave #325
Las Vegas, Nevada 89123
harlandbj@bv.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Ryan Pearson
P.O. Box 99956
Las Vegas, Nevada 89193-9956
pearsonr@lvvwd.com

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

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

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

39) AMENDMENT:

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

40) AUDITS:

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

41) SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in the Paragraph entitled "Audits" of this Agreement will survive the expiration or earlier termination of this

Agreement for a period of 12 months after such expiration or termination; and, the Paragraphs entitled "Intellectual Property Acknowledgment", "Intellectual Property Assignment", "Indemnification", "Confidentiality and Release of Information", "Data Privacy and Security", "Applicable Law", "Venue", and "Attorney's Fees" of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

42) FORCE MAJEURE:

- a) A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. CONSULTANT's economic hardship and changes in market conditions are not considered Force Majeure Events.
- b) 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. Notwithstanding the foregoing, the Parties acknowledge that, to the extent future circumstances related to COVID-19 are unforeseeable at the time of execution of this Agreement, unforeseeable changed circumstances may result in a delay constituting a Force Majeure Event.
- c) 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.b.
- d) The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

43) COMPANIES THAT BOYCOTT ISRAEL:

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.

Black & Veatch Corporation

Southern Nevada Water Authority

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES

**RIVER MOUNTAINS WATER TREATMENT FACILITY
MICROBIOLOGY RESEARCH LABORATORY EXPANSION**

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I. INTRODUCTION

This is the scope of work for the predesign and detailed design of the following:

- 5,500 square foot Microbiology Laboratory building at the existing Water Quality Laboratory at RMWTF interpretive courtyard.
- Bulk Argon gas supply system with Owner procured storage tank. Adding a bulk argon tank (Supplier to be determined) with concrete pad, sunshade, remote fill station and distribution header piping to existing Water Quality Laboratory.
- Addition of HVAC system to existing Utility Building Room U101.

Scope of Work, Schedule, and Fee Summary are described in Sections II, III, and IV respectively.

A. Definitions

Throughout this document the following definitions apply:

- AGREEMENT means the Professional Services Agreement or "PSA" established between the CONSULTANT and the AUTHORITY.
- AUTHORITY means the Southern Nevada Water Authority.
- EDSs means the AUTHORITY's Engineering Design Standards.
- RMWTF means the River Mountains Water Treatment Facility.
- SNWA means the Southern Nevada Water Authority.
- SNWS means the Southern Nevada Water System.
- CONSULTANT and ENGINEER means Black & Veatch, inclusive of subconsultant design team members including licensed engineers, architects, and other associated design professions.
- OPCC means Opinion of Probable Construction Cost

B. Project Description

This project consists of the design of a microbiology laboratory building that will support SNWA's efforts to achieve and maintain a leadership role in the field of microbiology research.

The microbiology research laboratory is to be a 5,500 square foot single story elevated building constructed over the existing interpretive courtyard of the existing Water Quality Laboratory. In addition, work in the existing Water Quality Laboratory would include design for a new bulk Argon gas system with a tank located outdoors (design basis to be sized and configured based on leased or purchased equipment to be provided by a selected gas supplier such as Linde/Praxair, Airgas, DJB Gas Services, or similar)--the physical improvements shall consist of a concrete pad suitably designed to provide vertical and lateral (seismic/wind/etc.) support, a stand-alone sunshade structure, lighting, vehicle protection bollards, remote fill station and distribution piping to the points of use. In addition, an HVAC system will be provided for the existing Utility Building Room U101 which currently has no air conditioning or heating.

The design of this facility and the preparation of construction documents for the contract package will be performed by the ENGINEER concurrently under this Work Authorization.

The May 2020 Final Feasibility Report for the Microbiology Laboratory provides a description of these facilities and forms the basis for this Scope of Work.

The opinion of probable construction cost for this facility identified in the 2019 Feasibility Study was approximately \$7.5 to \$9 million dollars. Utilizing the Engineering New Record's Building Cost

Index to escalate this estimate to 2022 dollars, the construction cost is anticipated to be approximately \$9.4 to \$11.3 million dollars. Based on current market and economic conditions, escalation to the construction cost estimate is anticipated over the course of design.

C. Description of Engineering Services

The ENGINEER shall provide all personnel and services necessary to complete the Project. The ENGINEER's services are the Work Activities identified in Section II.

Engineering services include managerial, technical, administrative, and support services to complete the studies, tests, investigations, calculations, analyses, comparisons, and coordination necessary to develop and deliver to the AUTHORITY the engineering design data and documents required for the design of the project components. All personnel shall be experienced and fully trained and, where required by the nature of the work, have professional registration in the State of Nevada.

In the performance of these services, the ENGINEER shall comply with the requirements set in this scope, the AGREEMENT, and as further described in:

- RMWTF Microbiology Facility Feasibility Study – May 2020.
- Geotechnical Design Report, River Mountains Water Treatment Facility, SNWA.
- Geotechnical Data Report, Water Quality Laboratory/R&D Building at RMWTF SNWA Project 320-A, July 31, 2003. River Mountains Water Treatment Facility, SNWA.
- North American Vertical Datum of 1998 (NAVD88)
- Uniform Design and Construction Standards for Water Distribution Systems, 3rd Edition including the City of Henderson Addendum.
- Design and Construction Standards for Wastewater Collection Systems, latest edition, including the City of Henderson Addendum.
- Southern Nevada Water Authority Engineering Design Standards (EDSs), Volume 1 – General Design Guide, Volume 2 – Standard Drawing Design Guide, and Volume 3 – Construction Document Guide, March 2018.
- Environmental Impact Statement for the Southern Nevada Water Authority Treatment and Transmission Facility.
- Clark County Area, Nevada, Uniform Standard Drawings and Specifications for Public Works Construction Off-Site Improvements Regional Transportation Commission of Southern Nevada “Blue Book”, latest edition, including City of Henderson Public Works Criteria
- The Nevada State Contractor's Board “The Blue Book” A Reference Guide for the Nevada Design and Construction Industry, latest edition.
- Henderson, Nevada Development Code, Title 19, Chapter 19, of the Henderson Municipal Code (HMC), latest revision
- Building and Fire Safety Administrative Code, Title 15 of the HMC, latest revision
- 2018 International Building Code with City of Henderson Amendments
- 2018 International Existing Building Code with City of Henderson Amendments
- 2018 Uniform Mechanical Code with City of Henderson Amendments
- 2018 Uniform Plumbing Code with City of Henderson Amendments
- 2017 National Electric Code with City of Henderson Amendments
- 2018 International Energy Conservation Code with City of Henderson Amendments
- 2018 International Fire Code with Southern Nevada Consensus Amendments

Upon the Notice to Proceed, the ENGINEER shall immediately proceed with the design and preparation and completion of the contract documents.

It is the responsibility of the ENGINEER to coordinate with the AUTHORITY and other designers to define the final location of the connection points at existing facilities, concurrently constructed facilities, and future facilities. It is also the ENGINEER's responsibility to verify the location and configuration of existing utilities. The ENGINEER shall identify reasonably foreseeable utility conflicts and recommend adjustments to the design or relocations as required.

All work and services performed by the ENGINEER shall be in accordance with and conform to the requirements of their Quality Assurance and Quality Control Plan which will include the AUTHORITY's quality procedures and requirements.

Drawings shall be drafted using REVIT and AUTOCAD. In addition to the deliverables set out below the ENGINEER shall provide a complete set of REVIT AND AUTOCAD files to the AUTHORITY as a part of the Final Submittal. Survey Control files shall be in both the project coordinate system and the State Plane Coordinate System (NAD 83).

All the ENGINEER's and the ENGINEER's subcontractor personnel are required to undergo SNWA tortoise training prior to visiting the site. Training will be provided by the AUTHORITY free of charge. Training typically lasts from 20-30 minutes.

In the following Scope of Work, it is understood that, unless specifically stated otherwise, the ENGINEER and his subconsultants will perform this work. The ENGINEER will use the following subconsultants and the AUTHORITY hereby consents to the use of these subconsultants:

<u>Type of Work</u>	<u>Subconsultant</u>
Laboratory Designer	Laboratory Building Design Consultants
Surveying	VTN
Wind Engineering Study Update	Cermak, Peterka, Peterson, Inc. (or alternate)
Vibration Specialist	Colin Gordon & Associates (or alternate)
Geotechnical	GES (or alternate)

See a list of assumptions below for each area of the project scope.

1. Microbiology Lab

The proposed microbiology laboratory will be permitted as a standalone building under City of Henderson Building Department jurisdiction. It is not anticipated that the existing Water Quality Laboratory building will be subject to code review and update as the new building will not connect to the existing building nor would it be considered an expansion of the existing building.

Based on the Feasibility Study, it is assumed the structural framing for the proposed lab would be located adjacent to the existing RMWTF Lab / R&D Building. The building will not be connected, and the design of the lab expansion will be independent of the existing structure. The foundation will utilize shallow (spread) concrete footings for the steel column frame. The building is planned to have steel columns and beams to support the operating floor and roof. A composite floor deck is expected to be utilized for the operating floor taking into consideration the vibration requirements for the equipment. The roof is expected to be constructed using a steel roof deck to withstand the loading.

It is assumed the existing chiller and boiler systems serving the Water Quality Laboratory are not adequately sized for accepting addition loading from the microbiology laboratory

and HVAC modifications at the existing Utility Building, but an evaluation of the existing capacity will be part of the preliminary design effort. Assuming that sufficient capacity on the existing facility systems cannot be adequately confirmed, all new HVAC will be standalone systems. If capacity on the existing systems is not able to be confirmed and expansion of the existing central boiler and chiller plants is desired, that would be considered an additional service. Roof-mounted HVAC and mechanical equipment will require visual screening from the ground in accordance with City of Henderson requirements.

It is assumed that stand alone plumbing systems for compressed air, vacuum and high purity water treatment systems will be provided for the microbiology laboratory in lieu of connecting to existing Water Quality Laboratory systems.

It is currently assumed that the microbiology laboratory will have two redundant separated power feeds from the existing 13.8kV system, similar to the existing laboratory. Existing 13.8kV switches SW-11 and SW-12 shall feed a new microbiology lab switchgear and switchboard per Electrical Drawing RT13-E3, provided by SNWA, unless this capacity has been reserved by other building construction projects at this location that have more advanced designs. In this case, determination of capacity and electrical power expansion may be required and would be considered an additional service.

A connection point will be provided for a towable generator to feed the critical loads of the new Microbiology Laboratory. A generator connection point to the existing Water Quality Laboratory and Utility Building are not planned as separating critical loads is not feasible without substantial electrical modifications.

Coordination and applications with Nevada Division of Environmental Protection for lab certification will be performed by SNWA with submittal supporting documents preparation being conducted by ENGINEER in support of the SNWA.

2. Bulk Argon System

The anticipated work consists of a concrete foundation for the 1000-liter (owner procured) argon tank, sunshade, and remote fill station with associated piping at U100 Yard Storage. ½" stainless steel piping will be routed from Yard Storage to Room B124 Mechanical in the main building and then up to the second floor. Contractor may have to remove the pipe trench concrete cover to install the new piping in the trench. Piping will continue above the reflected ceiling of the second-floor hallway and will branch to Rooms C103, C104, C106A and R108. An exposed 3/8" diameter pipe with cap and ball valve will be provided on the wall at the entrance to the rooms. Room C106 Argon supply will come from a bypass connection in C106A Pump Room and the existing piping will be used from Room C106A to Room C106 instruments. It is anticipated that up to 19 instruments will be supplied with this Argon system.

The Bulk Argon System will be permitted as an interior remodel (with no structural modifications required to the Utility building or main Water Quality Laboratory Building frame) through City of Henderson Building Department. The proposed work for these items will be permitted according to the current adopted codes for City of Henderson discussed earlier. It is anticipated that this system would require mechanical process design for the distribution piping system. A new Bulk Argon System storage tank is proposed to be located outdoors. The tank design basis shall be sized and configured based on an evaluation of current and future laboratory Argon gas use projections, with either leased or purchased storage equipment to be provided by a competitively selected gas supplier such as Linde/Praxair, Airgas, DJB Gas Services, or similar. The physical improvements associated with the proposed system to be designed by the ENGINEER shall consist of a

concrete pad tank foundation suitably designed to provide vertical and lateral (seismic/wind/etc.) support for the proposed bulk storage tank, a stand-alone sunshade structure with locally operated outdoor lighting fixture(s), vehicle protection bollards, remote fill station provisions, and distribution piping to convey the Argon gas to the buildings. Based on preliminary discussions, it is assumed that this system will be equipped with a manufacturer-provided stand-alone instrumentation and control telemetry unit. These units typically communicate directly with the supplier through cellular antenna; however, intermittent local cellular coverage and Authority information technology security provisions may require this system to be equipped with hard-wire communications, which will require that the ENGINEER make provisions in the design work for a dedicated communications hard-wire extension to be installed from the nearest communications panel to the bulk storage location.

3. Utility Building HVAC Addition

The Utility Building Room U101 HVAC addition will be permitted as an interior remodel through City of Henderson Building Department. The proposed work for these items will be permitted according to the current adopted codes for City of Henderson discussed above.

Utility Building Room U101 is planned to be provided with a new roof mounted packaged air conditioning unit with electric heating coil that will provide heating and cooling for the space. A secondary ventilation system will also be provided. Two new roof openings and one new wall opening are anticipated. A screen wall around new HVAC will be provided to accommodate RMWTF and City of Henderson design requirements.

It is assumed no new energy related improvements will be required in the Utility Building such as added insulation due to the new air conditioning system.

It is assumed there is adequate power supply to the building to support new HVAC equipment without a new power feed required.

II. SCOPE OF SERVICES

The work under Work Authorization No. 01 (WA1) through Work Authorization No. 5 (WA5) includes the following types of services and scope:

Activity Work Breakdown Structure (WBS)

The CONSULTANT's efforts for the PROJECT's activities will be controlled by separate components. Activities are classified as Lump Sum Activities. CONSULTANT shall submit an Activity Funding Summary with Not-To-Exceed price. CONSULTANT shall be compensated for Work for each activity the amount not-to-exceed in the Activity Funding Summary for that activity. Work activities include the following:

- Work Activity 1.0 (WA1) - Project Administration and Control
- Work Activity 2.0 (WA2) - Predesign
- Work Activity 3.0 (WA3) - Design
- Work Activity 4.0 (WA4) - Construction Support
- Work Activity 5.0 (WA5) - Unallocated

A. WA1 - PROJECT ADMINISTRATION AND CONTROL

1. General

The ENGINEER shall administer and control the work so that the work is of the required quality, within approved budgets, and within the time allotted. The Project Controls requirements are presented below. Project Administration includes oversight by the ENGINEER's key personnel to ensure that the requirements of this Agreement are fully met. In addition, the ENGINEER shall:

- Provide the necessary project records, reports, manuals, calculations, and technical data.
- Maintain records of financial management data, schedules, reports, and analyses of the project.
- Conduct Project Kickoff Meeting to establish project goals and success factors. Present an overview of the scope and schedule for the project and discuss strategies to develop the work products provided for in the scope.
- Conduct site visit to review relevant existing Laboratory and Water Quality R&D Facilities at RMWTF.
- Attend and provide required input for periodic meetings and conferences with the AUTHORITY to report on progress and status, discuss solutions to possible problems, coordinate interfaces with other designers and facilities, and present, review, and discuss proposed changes. ENGINEER shall provide a written record of all meetings in a format acceptable to the AUTHORITY.
- Provide performance assessments, progress reports, and recommendations on means to improve progress, performance, or quality of all work undertaken under this Agreement.

2. Project Controls

The AUTHORITY will measure the ENGINEER's progress and performance using earned value based on the ENGINEER's compliance with the Scope of Work, the accepted schedule, the design budget, and any technical requirements. The ENGINEER shall plan and control his work in a manner that ensures completion of the work within the time frame specified in the baseline schedule, utilizing the appropriate resources.

All Work Activities and sub-activities must be organized, coded, and managed utilizing the specific Work Breakdown Structure (WBS) identified in this Scope of Work. All schedules, estimates, and costs for the ENGINEER's performance shall define the work in accordance with this WBS.

All schedules, cost analyses and reports shall utilize the last Friday of the month as the data date for that month's report. The ENGINEER shall define and implement procedures to integrate the scheduling, estimating, and design cost engineering work on the Project such that the data is consistent between the three disciplines.

3. Work Breakdown Structure (WBS)

The ENGINEER's efforts for the Project will be controlled by separate components identified as Work Activities. There are two kinds of Work Activities: Lump Sum, and Cost Reimbursable, as follows.

Microbiology Laboratory Construction Contract

The Microbiology Laboratory Construction Contract will include the construction of the laboratory, utilities, sitework, utility building room U101 HVAC, and the bulk Argon system including the distribution and branch piping. This construction contract will also include specification of contractor furnished, contractor installed laboratory equipment and casework. This construction contract does not include the provision of other laboratory equipment, office equipment or furnishings, which will be provided by the AUTHORITY. The Lump Sum Activities for the design of elements within this construction contract consist of:

- Mobilization
- Predesign Report (30%)
- 60% Design Plans and Specifications
- 60% Construction Cost Estimate & Schedule
- 100% Design Plans and Specifications
- 100% Construction Cost Estimate & Schedule
- Final Design Plans and Specifications
- Final Construction Cost Estimate & Schedule
- Final Bid Documents
- Bid Phase Services

Cost reimbursable Activities for the design of elements within this construction contract consist of:

- Construction Support

Unallocated Services will be controlled based on individual work scope elements to be negotiated on a case-by-case as-identified basis. Unless specifically requested and

negotiated, once allocated these services will be controlled based on the terms of the original scope item subject to amendment.

4. Schedule Control

Format - The ENGINEER shall use a computerized scheduling system and format approved by the AUTHORITY to produce schedule documents. All schedules shall be submitted to the AUTHORITY in hard copy indicating scheduling information at the Work Activity and sub-activity levels.

Schedule Submittal - Baseline Schedule - Within fifteen calendar days from the issuance of the Notice to Proceed, the ENGINEER shall submit its initial detailed schedule in hard copy for review and comment. This initial schedule shall include all work activities and sub-activities. This initial schedule submittal, when accepted by the AUTHORITY, shall constitute the "ENGINEER's Baseline Schedule". The schedule shall include all permit applications required from the ENGINEER.

- Work hours shall include all Cost Reimbursable with Fixed Hourly Rate work by the ENGINEER and any subconsultants and must be identified with a schedule activity and sub-activity in the approved baseline schedule.
- The submittal shall include a plot of projected expenditures (earned value) for each Lump Sum activity. The ENGINEER shall also include an explanation of the basis for, and procedure that will be used, to establish the percent complete of Lump Sum activities for monthly progress reporting.
- Cost-loaded activities will be consistent with the fee breakdown shown on Exhibit A and shall not exceed the ENGINEER's authorized fee for the work. The ENGINEER shall explain the basis for, and procedure used, to develop the cost and man-hour loading.

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

Schedule Acceptance - The accepted ENGINEER's Baseline Schedule will sequence the work, comply with time constraints, and optimize the work within the available time. The schedule is to be prepared in workdays and show the sequence of all schedule activities and sub activities required to complete the ENGINEER's scope of work through final acceptance.

The ENGINEER's Responsibility - Review and acceptance of the schedule by the AUTHORITY shall not relieve the ENGINEER from responsibility for complying with the Contract time requirements, adhering to those sequences of work indicated in, or required by the Scope of Work, or from completing any omitted work within the time windows.

Revisions to Accepted Schedule - If at any time the ENGINEER falls behind the accepted schedule and cannot prosecute the work as planned within the established time frames and resources, or if the accepted schedule no longer represents the actual prosecution of the work, the ENGINEER shall, at the request of the AUTHORITY's PDM, submit within five (5) work days, a revised schedule supported by a narrative explaining the recovery plan methods intended to recover the lost time and return the design effort to be completed within the contract performance period. The revised schedule shall show the schedule impact before and after the revision. When this revised schedule is reviewed and accepted by the AUTHORITY, the ENGINEER will incorporate the revision into the accepted "ENGINEER's Baseline Schedule".

Schedule Changes - All changes to the accepted "ENGINEER's Baseline Schedule" must be approved by the AUTHORITY. Any approved change, or the AUTHORITY's directed change, shall be reflected in the next schedule submittal by the ENGINEER or other schedule update submittal as directed by the AUTHORITY.

Schedule Revision - Whenever a revised schedule is issued, the ENGINEER shall also prepare and submit the same information as was required for the initial schedule submittal. The AUTHORITY may withhold progress payments for consistent failure on the part of the ENGINEER to deliver timely and acceptable schedule updates.

The ENGINEER shall submit a Monthly Schedule Update as part of the monthly reporting requirements. Each schedule report must be prefaced with the following summary data:

- Project Name (Subtask Work Package Description)
- ENGINEER
- Type of Tabulation (Initial or Updated)
- Project Duration
- Project Scheduled Completion Date and Delivery Date
- The date of commencement of the work as stated in the Notice to Proceed.
- If an updated (revised) schedule, cite the new project completion date, project status and date of status.

5. Basis for Progress Measurement

The AUTHORITY will recognize progress on a monthly basis predicated on the completion status of scheduled work activities and sub activities as indicated in the monthly report submission and verified by the AUTHORITY. Project technical coordination meetings will be held virtually on a bi-weekly basis and will overlap with the monthly progress meeting. As a basis for monthly schedule progress reporting to the AUTHORITY, the ENGINEER shall measure and report the completion status of all activities and sub activities and compare this completion status to the accepted ENGINEER's Baseline Schedule. The ENGINEER will also measure and report actual work-hours and costs against planned work hours and costs for each Cost Reimbursable with Fixed Hourly Rate sub-activity in the schedule. The ENGINEER will measure and report the percent complete and the earned value (dollars) against planned expenditures (earned value) for each Firm Fixed Price Work activity and sub activity. The format for reporting progress of Activities shall be consistent with the EDSs unless modified by the AUTHORITY. The AUTHORITY will authorize partial contract payment against the earned value of all schedule activities in progress or completed to date. The overall progress of the Design Work Package will be based on the Firm Fixed Price Activities.

6. Performance Measurement

Based on progress measured, as defined above, the ENGINEER shall prepare and submit variance analyses identifying the source and cause of any significant variance and the ENGINEER's plans to recover any significant impact to the Schedule's Completion Dates. Significant variance is defined as 5% or more of variance between planned and actual expenditure. Variance analyses shall be prepared against the current ENGINEER's Baseline Schedule.

7. Monthly Progress Reports

By the first Friday of each month, the ENGINEER shall submit a Monthly Progress Report in a format determined by the AUTHORITY. The cut-off report date shall be the last Friday of the previous month. The Authority may vary the format from time to time. The Monthly Progress Report shall include but is not limited to:

- Financial progress to date measured as percent complete of each Lump Sum Activity and Sub activity and compared to planned expenditures.
- Actual cost and manpower expenditures to date of each Cost Reimbursable Activity and Sub activity.
- A plot of the Earned Value Curves to date for each Lump Sum Activity and a plot of the actual expenditure and actual man-hour curves for each Cost Reimbursable Activity. Each Activity curve shall include the planned expenditure (Earned Value) baseline curve as a comparison. An overall Earned Value Curve shall be plotted for all Firm Fixed Price Activities, against the approved Planned Expenditure (Earned Value) Baseline Curve.
- A written analysis of budget, cost, and schedule status by Activity and Sub activity in narrative and report format.
- Description of outstanding issues and action taken by the ENGINEER to address any problems with the schedule, budget, cost, or manpower.
- A list of activities and sub activities behind schedule, activities or sub activities due to start within the next report period, critical path sub-activities, action items causing schedule delays or slippage, and remedial measures proposed to be taken to improve or maintain the schedule.
- A report on the status of changes and revisions to cost, schedule or scope of work since the previous Monthly Progress Report.

8. Progress Review Meetings

A progress review meeting will be held on a biweekly basis, or as agreed to between the AUTHORITY and the ENGINEER, to review work progress, review scheduled work activities for the succeeding period, discuss recovery plans and issue action items. The progress review meeting held at the beginning of the month will also include review of the updated schedule, project issues and decisions, invoicing and budget progress, and any other project management related topics. The meetings shall be attended by the ENGINEER's key project management staff as determined necessary. The ENGINEER shall prepare the meeting notes. It is assumed progress review meetings are held virtually during design development only.

9. Delays and Recovery

If at any time during the design, the ENGINEER fails to meet the scheduled completion date for any sub activity or activity, the ENGINEER shall, within five (5) calendar days, submit to the Authority a written report describing how and when corrective actions will be taken to return the work program to the committed schedule.

Whenever it becomes apparent from the current monthly progress evaluation and updated schedule data that any milestones or completion dates will not be met, the ENGINEER shall add manpower or extend working hours or reschedule work to meet the schedule until the work is back on schedule.

10. Configuration Control

The cost, schedule, design criteria, and design configuration as defined in the Predesign Report are baseline elements for the Project. Any changes to these baseline elements will require specific acceptance through the Configuration Control process, the ENGINEER shall participate in this process through the presentation, analysis, and discussion of proposed changes and preparation of Configuration Change Requests (CCRs). The ENGINEER shall be responsible for meeting the requirements of the AUTHORITY's Procedure for Configuration Control Management.

11. Document Control

All documents, notes, drafts, and calculations are the property of the AUTHORITY and are to be retained by the ENGINEER until placed in final form and entered into the AUTHORITY's Records Management System (RMS). In accordance with the RMS procedures, the AUTHORITY will provide an applicable Records Management Number (RMS) for all document, drawings, reports, papers, calculations, or other products related to the design or administration of the Project. These documents shall be referenced by the applicable Project Work Breakdown Structure (WBS) number broken down to the correct activity level.

B. WA2 - PREDESIGN

1. Scope of Predesign Work

Based on the criteria and concepts provided in the Feasibility Study, the ENGINEER shall proceed with the preliminary design through the referenced work activities to produce Preliminary Design Report. The following sections generally describe the requirements of each Work Activity. Within each Work Activity are multiple sub-activities, referred to in this agreement as "Tasks". A detailed list of specific tasks and task descriptions is included in this scope of work as Attachment B.

2. Mobilization

- 2.1 Project Management. The ENGINEER shall prepare and submit for the AUTHORITY's approval, a Project Management Plan for the work. This Plan shall conform to EDS Volume 1, Chapter 2.3.1. and identify all the ENGINEER information and activities to successfully manage the project.
- 2.2 Quality Assurance/Quality Control (QA/QC). The ENGINEER shall prepare and submit for the AUTHORITY's approval, a Quality Assurance and Quality Control Plan for both predesign and field investigation work. This Plan shall conform to EDS Volume 1, Chapter 5, and shall identify all the ENGINEER activities to audit, review, evaluate, and correct quality deficiencies, errant processes, or other items or elements impacting the quality of the work. The Plan shall also identify the ENGINEER's responsible person for the quality program and address procedures for documenting and tracking quality assurance and control. The QA/QC Plan shall include QA/QC provisions and procedures for the subconsultants' work.
- 2.3 All work and services performed by the ENGINEER shall be in accordance with and conform to the requirements of the ENGINEER's Quality Assurance and Quality Control Plan and the AUTHORITY's quality procedures and requirements.

3. Survey

- 3.1 The CONSULTANT will provide control survey to establish MBL horizontal and vertical location within established boundaries. The survey will be based on SNWA control monuments established with File 79 of surveys, Page 72. Vertical datum will be based on NAVD 88 and referenced to a City of Henderson benchmark. In addition, a laser scan of the existing building interface points in the courtyard area to properly locate the existing and new building on a site plan. A utility survey is also included in the area of the lab expansion. CONSULTANT will prepare Horizontal Control drawings for the project.

4. Geotechnical Services

- 4.1 The CONSULTANT will conduct a geotechnical evaluation at the site including provide three (3) borings 30-ft deep and associated soil sampling, laboratory testing and recommendations for design and construction of the proposed improvements. A draft and final geotechnical report will be prepared to support the structural design of the elevated building.

5. Predesign - Design Development Phase

- 5.1 The design criteria principles for the microbiology laboratory have been established in the Black & Veatch report titled "RMWTF Microbiology Facility Feasibility Study" (May 2020) with design criteria presented by Laboratory Building Design Consultants, LLC in Appendix C of the report. This design criteria will be restated during the design development phase and is the basis for this scope of work.
- 5.2 The basic goals and success factors of the project will be revisited and confirmed with AUTHORITY stakeholders. Once these goals have been confirmed, strategies to meet these goals are developed and implemented.
- 5.3 Based on the goals, findings, and technical criteria presented in the May 2020 Feasibility Study, the Design Development phase defines and configures the facilities to be designed. Conceptual floor plans are developed and refined in order to determine the size, configuration, and spatial relationships for all of the spaces/functions being accommodated. Siting and utility issues are addressed, and the architectural style of the facilities is further developed. The final product of the Design Development phase is the creation of a Predesign Report. The Predesign Report contains sufficient information about the process, size, function, layout, architectural style, and building systems proposed to proceed with Design Phase.
- 5.3.1 Electrical and Power Availability – Evaluate existing and proposed electrical capacity to serve the Microbiology Facility. Also include the future Horizon Lateral Building demands in the analysis.
- 5.3.2 Chilled Water Availability - Evaluate existing and proposed water demands to serve the Microbiology Facility. Also include the future Horizon Lateral Building demands in the analysis.
- 5.3.3 Vibration Analysis and Isolation – Evaluate existing and proposed structures for vibration considerations. The laboratory will utilize microscopes for examination. Proposed laboratory facility will need to include suitable design consideration to facilitate microscopic viewing.

- 5.3.4 Ultra-Centrifuge – Proposed laboratory will be equipped with an ultra-centrifuge. Design and layout of laboratory to take into consideration applicable safety concerns and isolation/containment for this proposed equipment to protect staff in the event of catastrophic failure of this instrumentation.
- 5.3.5 Confirm Detailed Space Programming – Confirm and prepare written criteria that details the functional requirements for all programmed spaces. Prepare programming level plan diagrams for all programmed spaces at 1/8" = 1'-0" scale, including preliminary piped service and electrical power requirements.
- 5.3.6 Conceptual Architectural Programming - Develop architectural style, color palette, conceptual elevations, and renderings. This includes basic hand sketches and renderings to be used in the development of the overall aesthetics of interior and exterior elements of the facilities.
- 5.3.7 Space Programming/Architectural Submittal - Prepare and submit the programming level floor plans, architectural elevations, and renderings.
- 5.3.8 Space Programming/Architectural Workshop - Conduct workshop with SNWA staff to review the findings and recommendations presented in the Space Programming / Architectural Submittal.
- 5.3.9 Submit Conceptual Architectural Plans & Elevations for Design Review/Planning Approval - Incorporate SNWA comments from Task 5.3.4 and submit required documentation for Design Review/Planning Approval from the City of Henderson and National Park Service as appropriate.
- 5.3.10 Design Development Level Discipline Drawings - Following SNWA approval of programming level floor plans and elevations, prepare design development level plans for each sub-discipline (i.e., civil, architectural, structural, building mechanical, electrical, lab furnishings etc.). These scale drawings would be expected to lay out the major building systems for each discipline but would not develop specific details of construction. The major systems from each discipline will be coordinated with each other to avoid space and layout conflicts during the design phase.
- 5.3.11 Draft Predesign Report - Prepare Predesign Report detailing the findings in each of above tasks and a basis of design summary for civil, structural, architectural, building mechanical, and electrical disciplines. The Predesign Report will consist of written text and 11"x17" drawings (as appropriate) to convey the design intent and establish/refine the basis of design originally established in the Feasibility Study. Submit Predesign Report to SNWA for review and comment.
- 5.3.12 Predesign Report Workshop - Conduct workshop with SNWA to review the findings and recommendations presented in the Predesign Report. Verify that the Predesign Report supports the project goals and success factors.
- 5.3.13 Final Predesign Report - Incorporate any changes to the Predesign Report based on the results of the workshop and submit Predesign Report.

6. Preliminary Cost Estimate

- 6.1 As part of the predesign process, the ENGINEER shall develop a construction cost estimate in accordance with EDS Volume 1, Chapter 4, consistent with the progress of the design work. The ENGINEER shall immediately notify the AUTHORITY if the estimated construction cost of the design is likely to exceed the currently budgeted amount. In order to maintain confidentiality of budget values and cost estimates, dissemination of cost data shall be limited to the ENGINEER and the AUTHORITY's staff on a need-to-know basis.

The format, presentation and structure of the estimate shall be in accordance with the ENGINEER's standard practice and AACE International Recommended Practice No. 18R-97, Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries.

As part of each estimate submittal, the ENGINEER shall attach a statement of estimate qualifications and clarifications. The primary items to be included in this document are:

- Description of scope of work covered in the estimate.
- Specific and detailed explanations on the basis for the estimate.
- Assumptions used in the estimate.
- Items excluded from the estimate.
- Basis for additive allowances, such mobilization and contingencies.

As part of the ENGINEER's cost estimating process, construction cost estimates are to be prepared with an increasing level of specificity as more detailed design information becomes available.

The ENGINEER shall provide an explanation for any increases or decrease from the initial cost estimate budget and subsequent estimate submittals. The ENGINEER may be asked to meet with the AUTHORITY to present the current construction cost estimate for review and discussion in such cases.

6.2 Predesign Estimate

A first estimate shall be completed based on preliminary design documents developed to date. Estimate shall be AACE Class 4 with a low range of -15% to -30% and a high range of +20% to +50%.

7. Predesign Deliverables

7.1 General

The ENGINEER shall provide the design deliverables to the AUTHORITY in accordance with this section. The deliverables are identified in accordance with their Work Package.

- Detailed Space Programming
- Conceptual Architectural Programming
- Conceptual Electrical Programming
- Conceptual Architectural Plans & Elevations for Design Review/Planning Approval
- Preliminary OPCC

- The report shall include a thorough discussion regarding the construction safety, the operational considerations during the construction, and outages. Report shall also include a discussion on what existing structures and facilities may be utilized by the new Microbiology building. Any electrical outage will need to be done after work hours.
- Predesign Report and Drawings (draft and final)

7.2 Deliverables Schedule

CONSULTANT will submit one electronic copy of each submittal in Portable Document Format (PDF) format and one copy in Microsoft Word format. If the electronic submittal or their part requires, for the nature of the info or data contained, a different format, such format shall be approved by the AUTHORITY prior to submittal. In addition, a hard copy of such submittal shall be delivered with the electronic file. All documents, notes, drafts, and calculations, modeling created by the CONSULTANT for this Project shall become the property of the AUTHORITY and are to be retained by the CONSULTANT until placed in final form and entered into the AUTHORITY's Records Management System (RMS). The AUTHORITY will assign the applicable RMS Number to each document after receipt of the final documents.

7.3 Deliverables Quantities

Deliverable quantities are defined below (subject to change based on SNWA feedback):

<u>Deliverable</u>	<u>Quantity</u>
Draft Predesign Report	5 – Hard Copies, 1 – PDF Copy
Final Predesign Report	5 – Hard Copies, 1 – PDF Copy

C. WA3 - DESIGN

1. General

Based on the criteria and concepts provided in the Feasibility Study and Predesign Report, the ENGINEER shall proceed with the detailed design through the referenced work activities to produce construction documents. The following sections generally describe the requirements of each Work Activity. Within each Work Activity are multiple sub-activities, referred to in this agreement as “Tasks”. A detailed list of specific tasks and task descriptions is included in this scope of work as Attachment B.

2. Mobilization

This Work Activity consists of multiple sub-activities required to organize the project team, collect needed project information, develop administrative procedures, and begin design work.

- 2.1 Project Management Planning and Quality Assurance/Quality Control (QA/QC).
See previous description of PMP and QA/QC services.

3. Detailed Design Work

Detailed design shall include, but is not limited to, the following:

- Conduct Design Kick-Off Meeting to present an overview of the scope and schedule for the design and discuss the key aspects and decision points in the project work plan as they relate to the scope and schedule.
- Identification of the technical requirements of the project and the completion of designs, drawings, specifications, and other supporting activities to the degree of detail that competent contractors would require to fulfill the project requirements.
- Drawings sufficiently detailed to minimize field engineering design and associated construction delays and clearly identifying the manufacturing and construction work requirements for the contractor.
- Development of the detailed site layout and the alignment arrangement, including provisions for the location of all appurtenances and facilities, permanent access routes, the movement of material, and construction access.
- Verification and finalization of existing or proposed utility/piping locations within or immediately adjacent to the project site and addressing possible conflicts with the proposed design layout.
- Confirmation of site restrictions and provision of a design that minimizes disruption to the operation of RMWTF and other contractors working at these sites.
- Preparation of technical specifications for all design elements to be constructed. The ENGINEER shall use the Standard Construction Document Guide included in the Engineering Design Standards (EDS) as the basis for the project specifications. The ENGINEER shall review the EDS Construction Document Guide for adequacy and propose any revisions or additions as deemed necessary by the ENGINEER to create a complete project specification. The ENGINEER shall prepare any additional specifications that are necessary for the project but are not included in the EDS Construction Specifications.
- Preparation of technical laboratory equipment specifications for fume hoods, benches, sinks, refrigerators, autoclave, incubators, laboratory dishwasher, centrifuge, water baths, shakers, and sterilizers. It is assumed the lab equipment specifications will not be overly involved as there are limited lab equipment manufacturers and SNWA Lab personnel would already have preferred manufacturers.
- Provision of design calculations for all design efforts.
- Submission of the plans to public entities, as required, for permitting, review and comment, and revisions to the plans based on the comments and submission of permit applications.
- Preparation of construction drawings in an electronic Revit format, and in accordance with the AUTHORITY's EDSs. Submittals will be converted to PDF file format for AUTHORITY's Bluebeam review, in addition to submittal of native Revit files.

3.1 Design Drawings. In preparing the design drawings, the ENGINEER shall comply with EDS Volume 1&2, and the following:

3.1.1 General Drawings

The ENGINEER shall provide General Drawings with a title sheet, location map, drawing index sheet, legend and abbreviations sheet and miscellaneous sheets. The AUTHORITY's standard legend and abbreviation sheet will be used.

3.1.2 Civil/Structural

The ENGINEER will confirm the civil/structural requirements and shall:

- Prepare civil drawings and details.

- Prepare structural drawings and details.
- Verify selected site layout and finalize physical geometry.
- Develop applicable on-site utilities and connections to utility services as necessary for appurtenances and structures. All underground utilities shall be shown in plan and profile view; elevation views and sections shall be included as appropriate.
- Provide detailed design for foundations and supporting steel for appurtenant equipment.
- Review the list of sensitive equipment and vibration requirements in the Microbiology Facility and construct a finite element model and carry out an analysis to predict the floor vibration performance of the 2nd floor. Based on the results of the analysis, provide general design guidelines and recommendations for vibration control including stiffening solutions if warranted.
- Incorporate provisions to protect the existing utilities in place during construction.
- Develop a plan for a construction staging area and site access.

3.1.3 Architectural

The ENGINEER will confirm the architectural requirements and shall:

- Develop architectural plans that blend in with nearby AUTHORITY facilities, including, but not limited to, choice of materials, hardware, finishes, and color schemes.
- Develop demolition plans with indications of limits, removal requirements, temporary storage, and interim provisions.
- Develop plans of floor levels with indications of materials, dimensions, and reference to related details.
- Conduct an air quality assessment to determine acceptable exhaust and intake designs such that toxic and/or odorous materials do not reenter the planning intakes or impact surrounding buildings.
- Develop elevations of exterior surfaces with indications of surface materials, critical dimensions, and references to related detail information.
- Develop building sections at locations specifically chosen to describe relationships of materials and surfaces within the building. Sections shall indicate construction materials, critical dimensions, and references to related detail information.
- Provide schedules of door and window openings. Schedules shall include information on door and window components, including dimensions, details, hardware, and finish.
- Provide schedules of finish surfaces within the building. Schedules shall include relevant information on finishes of each room, including floor, base, wainscot, walls, and ceilings.
- Provide plans of lighting layouts and other ceiling mounted equipment and devices.
- Provide roof plans showing accessory items and relevant detail references.
- Provide design for railings (handrail and guardrail), steps and ladders for personnel safety and access.

3.1.4 Landscape Architectural

The ENGINEER will confirm the landscape architectural requirements and shall:

- Develop landscape architectural plans that blend in with nearby AUTHORITY facilities, including, but not limited to, choice of plants, materials, irrigation, finishes, and color schemes.
- Develop demolition plans with indications of limits, removal requirements, temporary storage, and interim provisions.
- Develop planting plans with indications of materials, dimensions, and reference to related details.
- Develop irrigation plans with indications of materials, dimensions, and reference to related details.

3.1.5 Mechanical (includes process mechanical, chemical feed, HVAC, fire protection and plumbing)

The ENGINEER will confirm the mechanical requirements and shall:

- Refine the PDR layouts as necessary based upon the selection of the proposed mechanical equipment to meet the system's requirements. The ENGINEER shall consider various manufacturers and obtain data and information from manufacturers regarding their ability to meet the system's operating parameters for the envisaged length of service. Based on the information obtained, the ENGINEER will select the most appropriate configuration and equipment.
- Develop demolition plans with indications of limits, removal requirements, temporary storage, and interim provisions.
- Provide design, detailed drawings, and specifications for heating, ventilating, and air conditioning.
- Provide design, detailed drawings, and specifications for potable water system, chemical waste drainage systems, fire protection system, roof drainage systems and floor drainage systems.
- Provide design, detailed drawings, and specifications for ancillary systems, equipment, and devices for the Microbiology Laboratory.
- Provide design, detailed drawings, and specifications for the bulk Argon gas system.
- Provide design, detailed drawings, and specifications for the Utility Building Room U101 HVAC addition.
- Provide design, detailed drawings and specifications for compressor, vacuum and high purity water systems for the microbiology lab in lieu of connecting to existing system.
- Provide performance specification for fire sprinkler systems.

3.1.6 Electrical

The ENGINEER will confirm the electrical requirements (permanent and emergency) and shall:

- Prepare site plans that show the underground routing of the power supplies and make refinements as necessary.
- Develop demolition plans with indications of limits, removal requirements, temporary storage, and interim provisions.
- Design for redundant incoming power feeds connecting existing 13.8kV system to the microbiology lab.
- Provide performance specification for electrical systems analysis of the new electrical equipment which includes short circuit study and protective device coordination study. In addition, the specification will require an arc flash study of the existing electrical equipment for the existing Water Quality Laboratory and existing Utility Building.
- Engineer the electrical system to limit ARC flash potential to maintain a Category 2 PPE (8 cal/cm).
- Provide a connection point for a portable generator to feed critical loads.
- Design for necessary grounding requirements.
- Design for electrical support and ancillary equipment and power supplies.
- Design cable and conduits for on-site power, instrumentation, and control equipment.
- Design electrical equipment and appliances, including on-site power distribution.
- Design appropriate switchgear, motor starters, motor control centers, local control panels and appurtenances for the equipment.
- Design lighting and receptacles for interior and exterior requirements.
- Provide one-line diagrams, that will show cable and conduit sizes and system components in support of the AUTHORITY's design of the voice communications, public address system, local area network (LAN) systems. The ENGINEER will show locations of equipment on the plans based on input from the AUTHORITY. The ENGINEER will develop specifications where required based on component data sheet information and system requirements provided by the AUTHORITY.
- Design for status, control, and performance specified fire alarm systems; and transmission to the RTU/I/O.
- Provide one-line diagrams, that will show cable and conduit sizes and system components in support of the AUTHORITY's security system supplier. The ENGINEER will show locations of equipment on the plans based on input from the AUTHORITY. In addition, the ENGINEER will develop specifications where required based on component data sheet information and system requirements provided by the AUTHORITY.
- Coordinate power and control requirements with all discipline designers.
- Prepare site plans, power plans, lighting plans, panel and fixture schedules, schematic diagrams, and one-line diagrams.
- Provide design, detailed drawings, and specifications for the Utility Building Room U101 HVAC addition.
- For the detailed electrical design, prepare the following types of drawings to a level of detail and specificity consistent with the description below:
 - One-line diagrams showing cable tags, conductor sizes, and conduit size for each load; no conduit tags are assigned. When typical one-lines are

used for similar equipment, adjacent schedules will be provided indicating individual equipment tags and cable tags.

- Schematics showing basic logic and interlocks for motor control and are typical for similar equipment; no terminals are assigned. The shop drawing submittals for motor control centers and equipment control panels submitted by the Contractor in construction phase will include the contractor assigned terminal numbers to be used for final wiring terminations.
- Lighting and plan layouts do not show interior conduit routing; routing is the responsibility of the Contractor based on criteria included in the specifications and locations of the equipment shown on the plans.
- Lighting fixture schedules provide specifications for the fixtures used in the design as well as lamp sizes required. Duct bank schedules and sections show conduit sizes and the cable tags of all circuits carried in each duct, as well as physical arrangement of the ducts in each duct route.
- Site Plans provide routing of all underground duct banks required, as well as locations of electrical handholes, manholes, and any outdoor distribution equipment.
- All drawings will be prepared using the AUTHORITY's standard legend and abbreviations.
- The detailed electrical design does not include cable block diagrams, elementary diagrams, wiring diagrams, interior panel layouts, special system plans, and cable and conduit schedules.

3.1.7 Instrumentation and Controls

The ENGINEER will confirm the Instrumentation and Control requirements and shall:

For the detailed instrumentation and control design, perform the following work to a level of detail and specificity consistent with the description below:

- Prepare Process and Instrumentation Diagrams (P&ID) using the AUTHORITY's standard P&ID legend and abbreviations sheet.
- Provide P&ID drawings for the new compressor, vacuum and high purity water and special gas systems.
- Provide an instrument summary and I/O listing of all instruments for the systems included in the project using AUTHORITY's standard format.
- Provide instrument datasheets using ISA format.
- Provide instrument installation details.
- Provide Control Strategies for the various systems included in the project.
- Provide PLC control panel layout and internal wiring diagram.
- Provide the design of communication interfaces depicting connections from and to the PLC, RTU, OMI, RIO, etc.
- Coordinate design of security and fire alarm system with the electrical designers.
- Coordinate design of controls of pumps, valves, and any other mechanical/electrical equipment with the electrical designers.
- Provide I&C design of HVAC, and utilities equipment.
- Provide I&C design of bulk argon tank system.

- I/O signals for new building will connect to remote I/O enclosure for existing laboratory.

4. Permitting

The ENGINEER shall coordinate his work with the AUTHORITY and all appropriate regulatory agencies to ensure conformance with all applicable procedures and regulations. This work shall generally be conducted in accordance with Volume 1, Chapter 7 of the EDS, except as modified by the scope presented below.

The ENGINEER shall prepare all supporting documentation necessary to obtain all city, county, or state permits that must be obtained by the AUTHORITY prior to commencement of construction work. The AUTHORITY's Permit Coordinator will consult with the ENGINEER, who will prepare and provide applicable permit submittal packages such that the Permit Coordinator can apply for AUTHORITY obtained permits. It is assumed up to two (2) agency reviews per permit submittal is required.

The ENGINEER shall identify permit requirements for Contractor obtained permits and include these requirements in the contract specifications.

Permits anticipated for the project are:

- Bureau of Reclamation "Grant of Easement" modification supplemental submittal to document the additional of the new building to the campus.
- State of Nevada Division of Environmental Protection Bureau of Water Pollution Control – Storm water discharge permit for construction activity
- Clark County Department of Air Quality Management – Dust control permit and dust control mitigation plan
- City of Henderson Planning Department – Use permit and architectural review
- City of Henderson Building and Fire Safety – Building Permit
- City of Henderson Utilities Department – Industrial Waste Discharge Permit

The ENGINEER will support the Authority during preparation of the following items.

- State of Nevada Division of Environmental Protection – Laboratory Certification Program. Support Authority's application for certification as a Biological Safety Level 2 (BSL2) facility.

The ENGINEER will not be responsible for the following items.

- State of Nevada Department of Business and Industry Occupational Safety and Health Enforcement – Process Safety Management Standards
- State of Nevada Department of Conservation and Natural Resources Division of Environmental Protection – Chemical Accident Prevention Program
- Drainage Study (Technical Memo Only)
- Traffic Study (Technical Memo Only)
- Hazardous Material Management Plan
- Life Safety Report.

The AUTHORITY will pay the permit fees.

5. Environmental Compliance

5.1 Migratory Birds

Every effort shall be made to conduct construction activities outside of the March 15 to July 30 time frame to avoid the potential of destroying active bird nests and young birds that breed in the area. If a nest found during construction, contact the SNWA biologist at 702-567-4996 to inspect the nest and provide direction before continuing construction. The Contractor will be cautioned that active nests (nests with eggs or young) of migratory birds may not be harmed, nor may migratory birds be killed as stipulated by the Migratory Bird Treaty Act of 1918.

5.2 Desert Tortoise

Direct attention to Clark County Multiple Species Habitat Conservation Plan and the Endangered Species Act of 1973, which provide for protection of federally listed wildlife species. Ensure that no harm comes to desert tortoise(s) found on the work site. Do not intentionally kill, harm, or take for private use any desert tortoises.

All personnel shall attend desert tortoise education program prior to working on site. Coordinate training through owner's biologist. The owner conducted program will take approximately 30 minutes.

Do not intentionally kill, harm, or take for private use any desert tortoises. Comply with instructions provided in owner's desert tortoise education program and the stipulations of biological opinion issued by the United States fish and wildlife service, as summarized:

- Report immediately to owner's biologist if a live, injured, sick, or dead desert tortoise is found on construction site.
- Briefly halt construction in the location of desert tortoise to allow owner's biologist to remove desert tortoise. Desert tortoises shall only be moved by an authorized biologist and only for purpose of moving them out of harm's way.
- Before moving vehicles or equipment, inspect for presence of tortoises. If a tortoise is found, notify owner's biologist to remove tortoise.
- If a tortoise is noted in trenches or excavations, notify owner's biologist to remove tortoise. Provide escape ramps, constructed with a slope of 2 to 1 or less, and place at least every 1/4 mile, in each open excavation outside of tortoise-proof areas.
- To prevent tortoise entry in areas not enclosed by tortoise-proof fencing, temporarily cap or block open sections of pipe at the end of each work day, and at any time where work will be stopped and pipes will be left unattended for more than an hour of time.
- If blasting is required, coordinate inspection of detonation sites with owner's biologist.
- No off-road driving or work without previous consultation or clearance from owner's biologist.

5.3 Hazardous Materials Use/Storage

The use of products or materials that contain hazardous materials will be in strict accordance with manufacturer recommendations and safe work practices. Proper storage of these materials will be the responsibility of the contractor, or subcontractors, using the hazardous materials. Consideration of compatibility, leak/spill containment and transport

of hazardous materials should be incorporated in all required safety documents. Every effort should be made to procure only those quantities that will be used on the project. Return or disposal of unused material will be the responsibility of the contractor.

5.4 Hazardous Waste Handling/Disposal

Hazardous and solid waste handling will be in accordance with all federal, state and local regulations. Disposal of hazardous waste generated as part of the construction process shall be the responsibility of the contractor, or subcontractors, generating the waste. All necessary training, notification, and documentation necessary for hazardous waste handling and disposal shall be obtained before work is started. A copy of these records (i.e., training certificates, generator registration and identification, manifest documents, hazardous disposal contract, etc.) will be maintained in job-site files and posted as required.

5.5 Pre-Staging Conditions

An evaluation of environmental conditions should be considered on any construction staging areas prior to commencement of staging activities. These evaluations do not necessarily need to conform to American Society for Testing and Materials standards of Phase 1 studies but should identify any pre-existing environmental conditions that might impact staging area placement criteria. ENGINEER will specify CONTRACTOR to perform an evaluation prior of the staging area prior to commencement of staging activities. This evaluation will also provide a baseline record of conditions for use in determining post-construction clean-up criteria.

5.6 Post-Construction Clean-up

Following all staging and construction activities, a site clean-up will be performed by the contractor or subcontractors. This activity will ensure all unused chemicals, hazardous materials and remaining stock is removed from the project. All hazardous and solid wastes will be accounted for, properly contained, removed and disposed of in accordance with applicable regulations. Records of disposal will be made available as requested.

5.7 Pre-Turnover Inspection

At substantial completion, an inspection of environmental conditions will be performed by District personnel. A list detailing the areas of concern needing to be addressed will be included in the project specification documents. A checklist, to be completed by the contractor, will also be provided. Any conditions not meeting the requirements outlined above or found to be unacceptable for legal or physical reasons, will be corrected by the contractor, or subcontractor, before facilities are accepted. Costs for removal/disposal of any remaining hazardous material and/or hazardous waste, or any site restoration measured required, are the responsibility of the contractor.

6. Construction Schedule

As part of the design process, the ENGINEER shall prepare a basic Gantt Chart construction schedule at the 60%, 100%, and Final levels of design.

The schedule shall:

- Estimate the duration and probable sequence of each major construction activity and the time needed to complete all construction contract requirements.

- Identify the need to pre-purchase long lead time equipment or to package the facility into multiple construction contracts.
- Establish contract schedule requirements for connections to existing facilities.
- Identify schedule constraints and milestones relating to external factors such as weather, other contractors' or designers' work, or the need to take beneficial occupancy.
- Provide a starting point to evaluate the construction contractor's initial schedule submittal.

The ENGINEER's construction schedule will not appear in the Contract Documents and will not direct the construction contractor's approach or means and methods of construction. The ENGINEER and the AUTHORITY will use the schedule to determine contract milestones dates and/or schedule constraints that should be included in the Contract Documents.

7. Construction Cost Estimates

7.1 General

As part of the design process, the ENGINEER shall develop construction cost estimates consistent with the progress of the design work. The ENGINEER shall immediately notify the AUTHORITY if the estimated construction cost of the design is likely to exceed the budgeted amount. To maintain confidentiality of budget values and cost estimates, dissemination of cost data shall be limited to the ENGINEER and the AUTHORITY's staff on a need-to-know basis.

The format, presentation and structure of the estimate shall be in accordance with the ENGINEER's standard practice as detailed in EDS Volume 1, Chapter 4, and AACE International Recommended Practice No. 18R-97, Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries.

As part of each estimate submittal, the ENGINEER shall attach a statement of estimate qualifications and clarifications. The primary items to be included in this document are:

- Description of scope of work covered in the estimate.
- Specific and detailed explanations on the basis for the estimate.
- Assumptions used in the estimate.
- Items excluded from the estimate.
- Basis for additive allowances, such mobilization and contingencies.

As part of the ENGINEER's cost estimating process, construction cost estimates are to be prepared with an increasing level of specificity as more detailed design information becomes available.

The ENGINEER shall provide an explanation for any increases or decrease from the initial cost estimate budget and subsequent estimate submittals. The ENGINEER may be asked to meet with the AUTHORITY to present the current construction cost estimate for review and discussion in such cases.

7.2 60% Estimate

An estimate shall be completed based on preliminary and working plans and specifications equipment lists and construction schedule at the 60% design level. Estimate shall be AACE Class 3 with low range -10% to -20% and high range +10% to +30%.

7.3 100% Estimate

A detailed definitive estimate shall be completed for the construction work consistent with design completion at the 100% level. This estimate shall include a detailed take-off with minimal qualifications. Pricing shall reflect current local market conditions. The level of detail should be sufficient to define the construction bid documents and be consistent with the proposed construction milestones. The information from this estimate will become the basis for the bid items and quantities in the construction bidding documents and will be used to determine anticipated construction time requirements. Estimate shall be AACE Class 2 with low range -5% to -15% and high range +5% to +20%.

7.4 Final Estimate – (Final Bid Documents)

The ENGINEER's Final Construction Cost Estimate provides a basis for comparison and verification of bidder's costs and is to be submitted to the AUTHORITY two weeks prior to bid opening. This estimate will be an update of the 100% Estimate and will be based on updated material and labor price estimates as well as the changes to the work that have been reflected in the Bid Documents. In addition, the ENGINEER will provide the ENGINEER's Estimate on the Contract Bid Form at least five (5) calendar days prior to the Bid Opening Date. Estimate shall be Class 2 with low range -5% to -15% and high range +5% to +20%.

8. Design Review

The ENGINEER is responsible for the quality of his work and the overall acceptability of the design. All deliverables are subject to the ENGINEER's own prior internal quality review, and a design review by the AUTHORITY at the 60%, 100% and Final design stages, prior to printing the Final Bid Documents and also the AUTHORITY's own general review for compliance and adequacy. The review periods may take up to 30 days each to complete and the ENGINEER shall respond to all the reviewers' comments and questions as quickly as possible. Wherever possible, all design review comments should be resolved prior to the next design submittal date and neither the ENGINEER, the AUTHORITY nor the AUTHORITY's Program Management Consultant will unreasonably delay the resolution of any comments or questions. Notwithstanding any review comments provided by the AUTHORITY or the AUTHORITY's Program Management Consultant, the ENGINEER will remain fully and completely responsible for the accuracy and quality of the work produced under this Scope of Work. The ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

The ENGINEER agrees to provide design engineering services for conducting two briefing sessions to AUTHORITY's staff and to provide the meeting minutes thereof at the 60 percent and 100 percent. The engineer shall allow a minimum of 21 working days between the design submittal and the design briefing.

9. Deliverables

9.1 General

The ENGINEER shall provide the design deliverables to the AUTHORITY in accordance with this section. The deliverables are identified in accordance with their Work Package.

9.2 Deliverable

Deliverable quantities are defined below (subject to change based on SNWA feedback):

<u>Deliverable</u>	<u>Quantity</u>
QA/QC Plan	PDF format only
Project Management Plan	PDF format only
<u>Deliverable</u>	<u>Quantity</u>
60% Design	5 (drawings 24" x 36")
60% Schedule	5
60% Cost Estimate	5
60% Calculations	3
100% Design	5 (drawings 24" x 36")
100% Schedule	5
100% Cost Estimate	5
Final Design	5 (drawings 24" x 36")
Final Schedule	5
Final Cost Estimate	5
Bid Documents – Complete Set	10 (drawings @ 11" x 17")
Bid Documents – Orig. Drawing Set	1 @ 24"x 36"
Bid Documents – Drawing Set	1 @ 24" x 36"
Conformed Construction Document Set	1 (drawings 24" x 36" and specifications 8.5" x 11")

9.3 Sixty Percent (60%) Design Deliverable

The 60% submittal will follow the guidelines included in EDS Volume 1 & 2, and shall consist of the following four (4) individual submittals:

Design Report- This report shall contain the items listed below:

- Design criteria
- Long lead item list
- Final permit matrix
- Environmental impact
- Any reports and initial calculations pertinent to the design
- Description of interfaces with other construction packages and existing facilities
- Identification of proposed deviations from the EDSs
- Outstanding issues.
- Engineering considerations and instructions for field personnel report per the EDSs.
- Operational considerations with respect to the project start-up and the plant.

Specifications - Specifications shall be a legible first draft level with all Divisions, including Supplemental Technical Specifications.

Design Data Handbooks - Data handbook(s) shall be first draft consisting of the Basis of Design and Calculations (including spreadsheets and computer model runs) and Vendor Data/Catalog cuts for major equipment. The following engineering calculations will be submitted with 60 percent, but not limited to:

- Preliminary Structural Calculations
- Preliminary Mechanical Equipment Calculations
- Preliminary Electrical Calculations
- Power Equipment Sizing
- Drainage Technical Memorandum

Drawings - The drawing package shall contain drawings at a design state that show the location of laboratory on the site, plan views, elevation, profiles, all general drawings and detail sheets for all active disciplines. Interfaces shall be clearly illustrated. All existing utilities and dimensions shall be identified, located and shown on the appropriate drawings. An example of drawing status is listed below:

General Drawings (G sheets):

- Title sheet essentially complete
- Index of drawings partially complete
- General notes essentially complete
- Location map essentially complete
- Abbreviations essentially complete
- Symbols essentially complete

Survey (SV sheets):

- Horizontal and vertical control data partially complete
- Horizontal control plan partially complete

Demolition (D sheets):

- Symbols, Legends, Notes essentially complete
- Overall, Structural, Mechanical, and Electrical demolition plans partially complete
- Demolition details partially complete

Civil (C and CD sheets):

- All facilities are shown and located
- Grading plans are partially complete, with grading plans and associated details developed sufficiently for drainage study memorandum preparation and City submittal
- Plan sheets are partially complete
- Utility plans partially complete
- Civil details partially complete

Landscape Architectural (LA sheets):

- Demolition plans are essentially complete
- Planting and irrigation plans are partially complete
- Details are partially complete

Architectural (A and AD sheets):

- Demolition plans are essentially complete
- Floor plans are essentially complete
- Roof plans are essentially complete
- Reflected ceiling plans partially complete
- Wall Sections partially complete
- Building elevations partially complete

Laboratory Furnishings (LF sheets):

- Laboratory Furnishing plans, sections and details are partially complete

Laboratory Plumbing (LP sheets):

- Laboratory Plumbing plans, sections and details are partially complete

Laboratory Electrical (LE sheets):

- Laboratory Electrical plans and details are partially complete

Structural (S and SD sheets):

- Foundation plans are partially complete
- Roof and Floor framing plans are partially complete
- Concrete structure/vault designs are partially complete
- Other plans and sections are partially complete

Plumbing (P and PD sheets):

- Plumbing and Fire Protection System layouts and plans partially complete
- Plumbing and fire protection riser schematics partially complete
- Bulk argon gas system partially complete

Mechanical (M and MD sheets):

- Equipment and piping plans are essentially complete
- Equipment and piping sections partially complete
- HVAC System layouts and plans partially complete
- HVAC equipment schedule partially complete

Electrical (E and ED sheets):

- Panel schedules are partially complete
- Major electrical equipment located on architectural floor plan
- Major duct bank routing on site plans is partially complete
- Power Plans are partially complete

- Lighting plans are partially complete
- Fixture Schedules are partially complete
- Power system one-line diagrams are partially complete

Instrumentation and Controls (I and ID sheets):

- P&IDs are partially complete
- Control Strategies essentially complete
- I/O List is complete
- Instrument Summary is complete
- Communication Interface diagram is complete

9.3.1 60% Cost Estimate and Construction Schedule

The ENGINEER will provide a budget level cost estimate (+30% to -15%) based upon the 60% level drawings, technical specifications and general requirements and conditions. In addition to the cost estimate, the ENGINEER will provide a Preliminary Construction Schedule. This schedule will be based on the 60% design deliverable. Estimate shall be AACE Class 3 with low range -10% to -20% and high range +10% to +30%.

9.4 One Hundred Percent (100%) Design Deliverable

The 100% submittal will follow the guidelines included in EDS Volume 1 and EDS Volume 2, and shall consist of the following four (4) submittals:

Design Report - The ENGINEER will provide revisions to the 60% Design Report that reviewers can easily follow the designer's reasoning. The intent is not to provide a complete, new report but to submit enough of the appropriate material. It will include a discussion of the development of the design since the 60% submittal and any outstanding issues.

Specifications - The ENGINEER will submit a final typed version of all Divisions, including General Conditions, Supplemental Conditions, and Technical Specifications. This will include a complete set of Division 0, including Invitation to Bidders, Instructions to Bidders, Bid Forms, General Conditions, and Supplementary Conditions, and Division 1. The submittal will incorporate comments from the review of the 60% deliverable.

Design Data Handbooks - The ENGINEER will provide revisions to the 60% Design Data Handbooks such that reviewers can easily follow the designer's reasoning. The intent is not to provide complete, new handbooks but to submit enough of the appropriate material such that the reviewers can easily follow the designer's full and complete lines of reasoning. It will include a discussion of the development of the design since the 60% submittal.

Drawings - The ENGINEER will submit a complete set of drawings, including all information necessary to complete a 100% design package, and all dispositioned comments from the 60% review. All inter-disciplinary and intra-disciplinary coordination shall be complete.

9.4.1 100% Cost Estimate and Construction Schedule

The ENGINEER will provide a definitive cost estimate (+15% to -5%) based upon the 100% level drawings, technical specifications and general requirements and

conditions. In addition to the cost estimate, the ENGINEER will provide an Updated Construction Schedule. The updated construction schedule is based on the preliminary schedule will be updated to reflect design developments at the 100% stage of completion. The schedule will reflect the modifications that resulted from the technical review of the 60% submittal. Estimate shall be AACE Class 2 with low range -5% to -15% and high range +5% to +20%.

9.5 Final Design Deliverable

The Final Design Deliverable will follow the guidelines included in EDS Volume 1 and EDS Volume 2, and shall consist of the following four (4) submittals:

Design Report - The ENGINEER will provide a complete and final Design Report. It will be a stand-alone document, not an amended 100% Design Report. It will include a discussion of the development of the design since the 100% submittal. If outstanding issues remain, they should be clearly stated.

Specifications - The ENGINEER will provide a final specification package that contains the changes agreed to by the AUTHORITY and the ENGINEER from the review of the 100% design deliverable.

Design Data Handbooks - The ENGINEER will provide a complete and final set of Design Data Handbooks. They will be new, complete stand-alone documents, not amended 100% Design Handbooks. They will include a discussion of the development of the design since the 100% submittal.

Drawings - The ENGINEER will provide a final drawing package that contains the changes agreed to during the 100% review.

9.5.1 Final Cost Estimate and Construction Schedule

The ENGINEER will provide, as a separate deliverable, a revised cost estimate (+5% to -5%) based upon bid ready (Final) drawings, technical specifications and general requirements and conditions. In addition to the cost estimate, the ENGINEER will provide the Final Construction Schedule which will be updated to incorporate the changes agreed to by the AUTHORITY and the ENGINEER and will reflect the projected bid and award dates. Estimate shall be Class 2 with low range -5% to -15% and high range +5% to +20%.

9.6 Final Bid Documents

Final Bid Documents will follow the guidelines included in EDS Volume 1, 2, and 3 and shall be reviewed by the AUTHORITY's Director of Engineering and, upon approval of the documents, the ENGINEER will be authorized to print and sign the Bid Documents.

In addition to the above, the ENGINEER shall also submit an electronic version of the Final Bid Documents and all text submittals and reports in AUTOCAD, Revit, Microsoft Office and pdf. All inserts, attachments, appendices, etc. shall be scanned if necessary to ensure the documents are submitted entirely in electronic format. The electronic submittal shall be submitted either on CD diskettes with a copy CD and include an index to the files to allow the AUTHORITY to easily reconstruct the documents in their entirety, or as an upload to the AUTHORITY's enterprise project management platform (currently e-Builder).

9.7 Bid Phase Services

Perform Bid Phase Assistance as requested by the AUTHORITY.

Project Hand-Off Meeting -- Attend a project hand-off meeting organized and facilitated by the AUTHORITY, to review and transition the contract from the Design team to the Construction Department and provide an overview. This meeting will typically occur a few days after project advertisement.

Pre-bid Conference -- Attend a pre-bid conference with prospective bidders organized and facilitated by the AUTHORITY. The notice for the pre-bid conference will be included in the Contract Documents.

Responses to Bid Period Questions -- Prospective bidders will be required to formally submit questions to the AUTHORITY, who will then forward to the ENGINEER those questions requiring ENGINEER's response. The ENGINEER shall answer submitted questions in writing.

Addenda -- The ENGINEER will prepare up to two (2) draft addenda to the Contract Documents for issue during bidding period. The ENGINEER shall submit the draft addenda to the AUTHORITY for review and approval. Drawings, specifications, and other documents provided by the ENGINEER will be incorporated by the AUTHORITY into the prepared addenda and then issued to prospective bidders.

Bid Opening -- ENGINEER will attend the bid opening meeting during which the AUTHORITY will review the bid abstract, review the contractor qualifications, and prepare the bid tabulation.

Conformed Construction Documents -- The ENGINEER will prepare Conformed Construction Documents (both plans and specifications) that incorporate draft addenda and modifications issued during the bidding period. The ENGINEER shall submit the Conformed Construction Documents to the AUTHORITY for review and approval. Final Conformed Documents deliverable shall consist of signed .pdf files of both the conformed plans and specifications, as well as a signed full-size set of the plans, and a complete hard copy signed set of the specifications. The AUTHORITY will distribute the Conformed Construction Documents to the selected contractor and construction staff.

Any other ENGINEER-furnished Bid Phase services will be requested and authorized by the AUTHORITY in writing utilizing unallocated funds.

D. WA4 – CONSTRUCTION SUPPORT

A time-and-materials (cost reimbursable), not-to-exceed budget is established to address Construction Support (engineering services during construction) services because of uncertainty about the quantity of work and associated cost. Potential activities included in Construction Support are as follows:

Pre-Construction Conference -- The ENGINEER agrees to participate in a pre-construction conference at a date, time, and place to be designated by the AUTHORITY.

Progress Meetings -- The ENGINEER will attend Construction Progress Meetings at a date, time, and place as designated or requested by AUTHORITY staff in writing on an as-needed basis. This will include two (2) attendees at up to 20 total construction progress meetings.

Submittal Reviews -- The ENGINEER agrees to review up to 230 Contractor submittals and resubmittals (manufacturer data, shop drawings, etc.) for technical content and compliance with the conformed contract documents and design intent. The ENGINEER shall submit the draft reviews to the AUTHORITY for review and acceptance. Comments provided by the ENGINEER may be discussed with the AUTHORITY, and upon acceptance will be incorporated by the AUTHORITY into the prepared submittal responses issued to the Contractor.

Requests for Information (RFIs) -- The ENGINEER agrees to review up to 60 Contractor requests for information for technical content and compliance with the conformed contract documents and design intent. The ENGINEER shall submit the draft reviews to the AUTHORITY for review and acceptance. Responses provided by the ENGINEER may be discussed with the AUTHORITY, and upon acceptance will be incorporated by the AUTHORITY into the prepared RFI responses issued to the Contractor.

Change Order Assistance -- The ENGINEER agrees to review up to 5 Contractor-provided documentation in support of requested change orders including exhibits, specifications, manufacturer data, schedules, cost estimates, and other documents provided by the Contractor in connection with any potential contract change orders. The AUTHORITY will prepare and respond to any submitted change orders.

Construction Observation -- The ENGINEER agrees to provide construction observation services for monthly and final inspections of the work progress, and furnish to the AUTHORITY a written recommendation regarding the acceptability of the in-progress or completed construction work. The ENGINEER will attend a final project walk-through and assist AUTHORITY staff with the preparation of a final completion punch-list.

Record Drawings -- The ENGINEER agrees to provide construction engineering services which entails receipt of redline drawings from the Contractor and subsequently revising the original electronic design drawings and clearly marking the electronic drawings "Record Drawings" to depict the work as constructed. The engineer further agrees to plot to .pdf file format and deliver these .pdf drawings along with the AutoCAD files to the AUTHORITY within 60 calendar days after receipt of the AUTHORITY-provided redlined construction drawings. Payment or partial payment for this task will not be made until all work is accepted in writing by the AUTHORITY.

E. WA5 – UNALLOCATED

This Work Activity 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 Activity and other Work Activities to account for additional work activities or adjustments to other Work Activities.

III. SCHEDULE

The time for performance by the ENGINEER shall be governed by the ENGINEER's Baseline Schedule when accepted by the AUTHORITY. The schedule will include up to a 15-day review period for the AUTHORITY to review each submittal. Responses to review comments shall be submitted no later than 15 calendar days after receipt of comments from the AUTHORITY and before the next deliverable.

IV. FEE SUMMARY

The fee for performance by the ENGINEER shall be governed by the ENGINEER's fee summary when accepted by the AUTHORITY. Design tasks will be billed on a per-task lump sum basis. Construction phase services will be billed on a cost reimbursable basis. The ENGINEER agrees to complete the services in accordance with the engineering fee summary presented below.

RATES AND FEES

Project Management	\$214,229
Preliminary Design	\$501,239
Detailed Design Level 1	\$56,345
Detailed Design Level 2	\$674,577
Detailed Design Level 3	\$541,079
Detailed Design Level 4	\$226,007
Detailed Design Final	\$44,579
Bidding	\$47,294
Construction Phase Services	\$404,651
SUBTOTAL	\$2,710,000
Contingency	\$271,000
TOTAL	\$ 2,981,000

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

September 15, 2022

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an agreement between Wunderlich-Malec Engineering and the Authority to provide professional services associated with ongoing control systems projects in an annual amount not to exceed \$750,000, and authorize renewals for up to six additional one-year periods.

Fiscal Impact:

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

Background:

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

George T. Hall
Telstar Instruments dba SAE Systems
Wunderlich-Malec Engineering

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

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

This agreement is being entered into pursuant to NRS 332.115.1(b) and Section 1(13) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

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

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Employee Stock Ownership Plan - No one employee owns more than 5% of the company.

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

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

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

Chetan Champaneri

Signature

Chetan Champaneri, Purchasing Supervisor

Print Name/Title

7-27-2022

Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

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

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

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

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

2) PERIOD OF PERFORMANCE:

- a) This Agreement shall become effective as of the Effective Date and shall remain in effect for one year, with the option to renew for 6, 1-year periods, unless terminated in accordance with the terms of this Agreement. During this period, PROVIDER agrees to provide Services as required by AUTHORITY within the scope of this Agreement. Notice of AUTHORITY's decision to renew the Agreement shall be given to PROVIDER no later than 30 days prior to expiration of the Agreement.

- b) This Agreement may not extend more than seven years from Effective Date.

3) COMPENSATION:

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

5) RESPONSIBILITIES OF PROVIDER:

- a) PROVIDER shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by AUTHORITY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 calendar days, AUTHORITY may terminate this Agreement.
- b) PROVIDER 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.
- c) PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by PROVIDER, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- d) It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - i) Permitted or required approval by AUTHORITY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - ii) AUTHORITY's review, approval, acceptance, or payment for any of PROVIDER's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and PROVIDER shall be and remain liable in accordance with the terms of this Agreement and applicable

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

- e) All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for AUTHORITY relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than 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. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by AUTHORITY. AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- f) 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:

- a) AUTHORITY agrees that its officers and employees will cooperate with PROVIDER in the performance of the Services and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with other responsibilities.
- b) The Services performed by PROVIDER under this Agreement shall be subject to review for compliance with the terms of this Agreement by AUTHORITY's representative, Brad Callihan, telephone number (702) 567-2359 or their designee. AUTHORITY's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- c) AUTHORITY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.
- d) PROVIDER will not be responsible for accuracy of information or data supplied by AUTHORITY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

7) TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by PROVIDER shall constitute a truth-in-negotiation certification by PROVIDER that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which 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 PROVIDER 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, PROVIDER hereby covenants, represents and warrants the following:

- a) All content developed on behalf of AUTHORITY, in whole or in part, solely or jointly by PROVIDER and all of PROVIDER's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise

protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the AUTHORITY's engagement of PROVIDER, or previously conceived in anticipation of work to be performed in regard to AUTHORITY's engagement of PROVIDER, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and 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.

- b) To the extent that PROVIDER is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, PROVIDER hereby assigns, transfers, and conveys, all such Right to AUTHORITY.
 - i) PROVIDER 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.
- c) PROVIDER hereby waives and releases any claim of infringement of any Right of PROVIDER (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any PROVIDER's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute 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, PROVIDER hereby sells, conveys, transfers and assigns to AUTHORITY all of PROVIDER's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by PROVIDER or otherwise arising out of the PROVIDER's Services or Work and related content by and for the benefit of 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 PROVIDER if this sale, conveyance, transfer and assignment had not been made.

11) INTERPRETATION:

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

12) CONFLICT OF INTEREST:

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

13) PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

PROVIDER warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has PROVIDER paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, 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:

- a) 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.
- b) PROVIDER represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. PROVIDER further covenants that in the performance of said Services, no person having any such interest shall be employed.
- c) No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

15) COMPLETENESS AND ACCURACY OF PROVIDER'S WORK

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

16) INDEMNIFICATION:

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

If such claim(s) results in a trier of fact's adjudication of PROVIDER as liable, PROVIDER shall pay to AUTHORITY the reasonable attorneys' fees and costs which are determined to equate to

the proportionate liability of PROVIDER, as reimbursement for the attorneys' fees and costs incurred by the AUTHORITY in defending the claim.

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

17) SCHEDULE FOR PERFORMANCE OF SERVICES:

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

- a) General:
 - i) PROVIDER shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to AUTHORITY, nor shall PROVIDER allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. PROVIDER shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify AUTHORITY of any changes to their insurance coverage.
 - ii) AUTHORITY shall be named as an additional insured, under PROVIDER's commercial general liability, automobile liability, excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by PROVIDER or its subcontractor(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to AUTHORITY, regardless of how the "other insurance" provisions may read. PROVIDER agrees to waive its rights of subrogation against AUTHORITY, and PROVIDER's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

The 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.

- iii) 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 PROVIDER's or subcontractor's liability for claims arising out of this Agreement. PROVIDER and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
 - iv) If PROVIDER fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, AUTHORITY shall have the right, if AUTHORITY so chooses, to procure and maintain the required insurance in the name of PROVIDER with AUTHORITY as an additional named insured. PROVIDER shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event PROVIDER fails to pay the cost, AUTHORITY has the right to set-off any sums from the compensation due to PROVIDER set forth in this Agreement and directly pay for such coverage.
 - v) With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of AUTHORITY.
- b) Evidence of Insurance:
- i) PROVIDER's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.
 - ii) Within 10 working days after the Effective Date, PROVIDER shall deliver to the AUTHORITY a certificate of insurance documenting the required insurance coverage. Upon request of AUTHORITY, PROVIDER agrees to provide a copy of all insurance policies required under this Agreement.
 - iii) Renewal certificates shall be provided to AUTHORITY not later than 15 days prior to the expiration of policy coverage.
 - iv) All insurance policies shall require the insurer to provide a minimum of 60 calendar days' prior notice to 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.
- c) Insurance Coverages:
- i) Commercial General Liability Insurance: PROVIDER shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
 - ii) Business Automobile Insurance: PROVIDER shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
 - iii) Workers Compensation & Employers Liability Insurance: PROVIDER shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance PROVIDER maintains shall

comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

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

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

- iv) Professional Liability Insurance: PROVIDER shall maintain professional liability insurance applicable to PROVIDER's Services or Work as set forth in this Agreement, with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two years after completion of PROVIDER's Work as set forth in this Agreement.
- v) Cyber and Technology Liability Insurance: PROVIDER shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

19) TERMINATION:

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 PROVIDER 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:

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

21) CONFIDENTIALITY AND RELEASE OF INFORMATION:

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

Further, PROVIDER shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by 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. The PROVIDER's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

22) USE OF MATERIALS:

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

23) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- a) Due to the sensitive nature of information contained within the project management information system (PMIS), AUTHORITY requires that PROVIDER agree to the PMIS terms of use. By entering into this Agreement, PROVIDER agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").
 - i) Access to PMIS provided by 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.
 - ii) PROVIDER and its employees will abide by the typical use of protected applications/software, including but not limited to:
 - (1) Authorized users cannot give out their login information to another party.
 - (2) Authorized users shall notify AUTHORITY within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.
 - (3) Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.

- (4) These PMIS Services are provided for the convenience of contractors and engineering firms. AUTHORITY is not responsible for any issues created by a malfunction of these PMIS Services.
 - (5) PROVIDER agrees to use PMIS for work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.
 - (6) PROVIDER agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
- iii) PROVIDER agrees not to use the PMIS Services in any way that is unlawful, or harms AUTHORITY, its' service providers, suppliers or any other user. PROVIDER agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. AUTHORITY's failure to act with respect to a breach by PROVIDER or others does not waive its right to act with respect to subsequent or similar breaches.
 - iv) NO WARRANTY. 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 PROVIDER, 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.
 - v) 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 PROVIDER's use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If PROVIDER has any dispute or claim against AUTHORITY or its suppliers with respect to these Terms of Use or the PMIS Services, then PROVIDER's sole and exclusive remedy is to discontinue using the PMIS Services.
 - vi) AUTHORITY reserves the right to change the Terms of Use and will provide notice of any change to PROVIDER. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. 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 PROVIDER. PROVIDER may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.
 - vii) These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. PROVIDER agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada, for any and all

disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use.

- viii) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.
- ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between AUTHORITY and PROVIDER with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between AUTHORITY and PROVIDER with respect to the PMIS Services.
- x) The PMIS Services are subject to the intellectual property rights of AUTHORITY and to the Nevada public records law.

24) DATA PRIVACY AND SECURITY:

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

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

- c) CONSULTANT ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE CONSULTANT TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).
- d) Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by PROVIDER or by the AUTHORITY to the extent that AUTHORITY 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.
- e) PROVIDER shall:
 - i) Notify the AUTHORITY of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the PROVIDER becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the AUTHORITY's contacts listed in the Notices Section below;
 - ii) At its own expense, coordinate and fully cooperate with the AUTHORITY in the AUTHORITY's handling of the matter;
 - iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
 - iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and
 - v) Reimburse the AUTHORITY for all actual costs incurred by the AUTHORITY in responding to and mitigating damages caused by any Security Breach.
- f) PROVIDER acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the 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.
- g) PROVIDER has completed and provided to AUTHORITY the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. PROVIDER agrees to maintain a comparable or better information security program throughout the course of this Agreement that is reviewed for new risk assessments at least annually.
- h) PROVIDER shall implement reasonable administrative, physical and technical safeguards to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Facility Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply

with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

25) RECORDS:

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

26) ASSIGNMENT:

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

27) SEVERABILITY:

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

28) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

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

29) EQUAL EMPLOYMENT OPPORTUNITY:

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

30) APPLICABLE LAW:

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

31) VENUE:

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

32) ATTORNEY'S FEES:

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

33) NO THIRD-PARTY RIGHTS:

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

34) WAIVER:

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

35) CAPTIONS:

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

36) COUNTERPARTS:

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

37) INTEGRATION:

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

38) NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind PROVIDER or 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 PROVIDER:

Wunderlich-Malec Engineering, Inc., and its Affiliates
Attention: Skyler Brown
6101 Blue Circle Drive
Eden Prairie, Minnesota 55343
Skyler.brown@wmeng.com
With CC by email to: legal@wmeng.com

To AUTHORITY:

Southern Nevada Water Authority
Attention: Brad Callihan
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
brad.callihan@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.

39) AMENDMENT:

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

40) AUDITS:

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

41) SURVIVAL:

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

42) FORCE MAJEURE:

- a) A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. PROVIDER's economic hardship and changes in market conditions are not considered Force Majeure Events.
- b) Both the AUTHORITY and the PROVIDER have evaluated the effects of COVID-19 on this Agreement. The AUTHORITY and the PROVIDER expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events.
- c) Where PROVIDER is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the AUTHORITY and PROVIDER shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be the PROVIDER's sole and exclusive remedy for such delay, and PROVIDER shall not be entitled to an increase in the sums due under Agreement. PROVIDER shall provide a revised schedule for performance in accordance with Paragraph 17.b.

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

43) COMPANIES THAT BOYCOTT ISRAEL:

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

44) LIMITATION OF LIABILITY:

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

45) ELECTRONIC SIGNATURES:

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

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

**WUNDERLICH-MALEC ENGINEERING, INC.
AND ITS AFFILIATES**

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

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

Engineering and Design Services

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

System Integration

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

Control Panel Design and Control Panel Fabrication

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

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

RATES AND FEES

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

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

Most Favored Customer Pricing. PROVIDER represents that all of the fees being provided hereunder are equivalent to or better than the fees being offered by PROVIDER to any of its customers for similar volumes of goods and services. If at any time during the term of this Agreement, PROVIDER charges any customer a lower fee, rate, or price for similar volumes of such comparable goods or services than the corresponding fees charged hereunder, PROVIDER shall immediately apply such lower rate or amount,

as applicable, for all rates and fees provided to AUTHORITY. Such lower rates or amounts, as applicable, shall apply retroactively to the date on which PROVIDER began charging them to such customer. AUTHORITY shall provide written confirmation that it is in compliance with the requirements of this section annually or within a reasonable period of time from AUTHORITY's request.

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

EXHIBIT B
TRAVEL EXPENSE REIMBURSEMENT POLICY

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

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

1) AIR TRAVEL:

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

2) LODGING:

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

3) GROUND TRANSPORTATION:

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

4) MEALS AND INCIDENTALS:

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

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

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

5) TIPS:

- a) Tips of any nature are not reimbursable.

ENGINEERING & DESIGN SERVICES

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

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

INTEGRATION SERVICES

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

PANEL DESIGN & FABRICATION

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

LABOR

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

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

EQUIPMENT MARKUP

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

SHIPPING/FREIGHT

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

PROJECT MANAGEMENT SERVICES

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

LVVWD SOQ 010174 Rate Structure

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an agreement between Telstar Instruments dba SAE Systems and the Authority to provide professional services associated with ongoing control systems projects in an annual amount not to exceed \$750,000, and authorize renewals for up to six additional one-year periods.

Fiscal Impact:

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

Background:

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

George T. Hall
Telstar Instruments dba SAE Systems
Wunderlich-Malec Engineering

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

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

This agreement is being entered into pursuant to NRS 332.115.1(b) and Section 1(13) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	1
Corporate/Business Entity Name:	Telstar Instruments
Doing Business As:	S A E Systems
Street Address:	1717 Solano Way, Unit 34
City, State, and Zip Code	Concord, CA 94520
Website:	https://www.telstarinc.com
Contact Name:	Tammy Misenhimer
Contact Email:	contracts@telstarinc.com
Telephone No:	9256712888
Fax No:	

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	No
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Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

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

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

Chetan Champaneri
Signature

Chetan Champaneri, Purchasing Supervisor
Print Name/Title

7/28/2022
Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

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

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

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

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

2) PERIOD OF PERFORMANCE:

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

3) COMPENSATION:

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

5) RESPONSIBILITIES OF PROVIDER:

- a) PROVIDER shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by AUTHORITY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 calendar days, AUTHORITY may terminate this Agreement.
- b) PROVIDER 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.
- c) PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by PROVIDER, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- d) It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - i) Permitted or required approval by AUTHORITY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - ii) AUTHORITY's review, approval, acceptance, or payment for any of PROVIDER's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and PROVIDER shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to AUTHORITY caused by PROVIDER's performance or failures to perform under this Agreement.

- e) All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for AUTHORITY relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than 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. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by AUTHORITY. AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- f) 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:

- a) AUTHORITY agrees that its officers and employees will cooperate with PROVIDER in the performance of the Services and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with other responsibilities.
- b) The Services performed by PROVIDER under this Agreement shall be subject to review for compliance with the terms of this Agreement by AUTHORITY's representative, Brad Callihan, telephone number (702) 567-2359 or their designee. AUTHORITY's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- c) AUTHORITY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.
- d) PROVIDER will not be responsible for accuracy of information or data supplied by AUTHORITY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

7) TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by PROVIDER shall constitute a truth-in-negotiation certification by PROVIDER that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which 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 PROVIDER 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, PROVIDER hereby covenants, represents and warrants the following:

- a) All content developed on behalf of AUTHORITY, in whole or in part, solely or jointly by PROVIDER and all of PROVIDER's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the AUTHORITY's engagement of PROVIDER, or previously conceived in anticipation of work to be performed in regard to AUTHORITY's engagement of PROVIDER, shall be deemed "work made for hire" as defined in

the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and 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.

- b) To the extent that PROVIDER is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, PROVIDER hereby assigns, transfers, and conveys, all such Right to AUTHORITY.
 - i) PROVIDER 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.
- c) PROVIDER hereby waives and releases any claim of infringement of any Right of PROVIDER (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any PROVIDER's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute 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, PROVIDER hereby sells, conveys, transfers and assigns to AUTHORITY all of PROVIDER's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by PROVIDER or otherwise arising out of the PROVIDER's Services or Work and related content by and for the benefit of 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 PROVIDER if this sale, conveyance, transfer and assignment had not been made.

11) INTERPRETATION:

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

12) CONFLICT OF INTEREST:

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

13) PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

PROVIDER warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has PROVIDER paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, 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:

- a) 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.
- b) PROVIDER represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. PROVIDER further covenants that in the performance of said Services, no person having any such interest shall be employed.
- c) No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

15) COMPLETENESS AND ACCURACY OF PROVIDER'S WORK

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

16) INDEMNIFICATION:

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

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

- b) For all claims not based upon or arising out of the Services or Work of PROVIDER, PROVIDER shall indemnify, hold harmless, and defend, without cost to the 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 PROVIDER or the employees of the PROVIDER. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether

the person(s) or property of PROVIDER, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by PROVIDER's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. The AUTHORITY Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which PROVIDER has indemnified the AUTHORITY Parties by giving written notice of the assumption to PROVIDER. The AUTHORITY Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which PROVIDER has indemnified the AUTHORITY Parties without the prior written consent of PROVIDER, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by PROVIDER to the AUTHORITY Parties applies to all insurance policies of PROVIDER, whether primary, excess or umbrella coverage is provided to PROVIDER.

17) SCHEDULE FOR PERFORMANCE OF SERVICES:

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

- a) General:
 - i) PROVIDER shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to AUTHORITY, nor shall PROVIDER allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. PROVIDER shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify AUTHORITY of any changes to their insurance coverage.
 - ii) AUTHORITY shall be named as an additional insured, under PROVIDER's commercial general liability, automobile liability, excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by PROVIDER or its subcontractor(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to AUTHORITY, regardless of how the "other insurance" provisions may read. PROVIDER agrees to waive its rights of subrogation against AUTHORITY, and PROVIDER's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

The 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.
 - iii) 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 PROVIDER's or subcontractor's liability for claims arising out of this Agreement. PROVIDER and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
 - iv) If PROVIDER fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, AUTHORITY shall have the right, if AUTHORITY so chooses, to procure and maintain the required insurance in the name of PROVIDER with AUTHORITY

as an additional named insured. PROVIDER shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event PROVIDER fails to pay the cost, AUTHORITY has the right to set-off any sums from the compensation due to PROVIDER set forth in this Agreement and directly pay for such coverage.

- v) With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of AUTHORITY.

b) Evidence of Insurance:

- i) PROVIDER's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.
- ii) Within 10 working days after the Effective Date, PROVIDER shall deliver to the AUTHORITY a certificate of insurance documenting the required insurance coverage. Upon request of AUTHORITY, PROVIDER agrees to provide a copy of all insurance policies required under this Agreement.
- iii) Renewal certificates shall be provided to AUTHORITY not later than 15 days prior to the expiration of policy coverage.
- iv) All insurance policies shall require the insurer to provide a minimum of 60 calendar days' prior notice to 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.

c) Insurance Coverages:

- i) Commercial General Liability Insurance: PROVIDER shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
- ii) Business Automobile Insurance: PROVIDER shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
- iii) Workers Compensation & Employers Liability Insurance: PROVIDER shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance PROVIDER maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

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

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

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

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

19) TERMINATION:

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 PROVIDER 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:

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

21) CONFIDENTIALITY AND RELEASE OF INFORMATION:

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

Further, PROVIDER shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by 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. The PROVIDER's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

22) USE OF MATERIALS:

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

23) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- a) Due to the sensitive nature of information contained within the project management information system (PMIS), AUTHORITY requires that PROVIDER agree to the PMIS terms of use. By entering into this Agreement, PROVIDER agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").
 - i) access to PMIS provided by 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.
 - ii) PROVIDER and its employees will abide by the typical use of protected applications/software, including but not limited to:
 - (1) Authorized users cannot give out their login information to another party.
 - (2) Authorized users shall notify AUTHORITY within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.
 - (3) Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.
 - (4) These PMIS Services are provided for the convenience of contractors and engineering firms. AUTHORITY is not responsible for any issues created by a malfunction of these PMIS Services.
 - (5) PROVIDER agrees to use PMIS for work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.
 - (6) PROVIDER agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
 - iii) PROVIDER agrees not to use the PMIS Services in any way that is unlawful, or harms AUTHORITY, its' service providers, suppliers or any other user. PROVIDER agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. AUTHORITY's failure to act with respect to a breach by PROVIDER or others does not waive its right to act with respect to subsequent or similar breaches.
 - iv) NO WARRANTY. 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 PROVIDER, 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.

- v) **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 PROVIDER's use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If PROVIDER has any dispute or claim against AUTHORITY or its suppliers with respect to these Terms of Use or the PMIS Services, then PROVIDER's sole and exclusive remedy is to discontinue using the PMIS Services.
- vi) AUTHORITY reserves the right to change the Terms of Use and will provide notice of any change to PROVIDER. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. 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 PROVIDER. PROVIDER may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.
- vii) These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. PROVIDER agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada, for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use.
- viii) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.
- ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between AUTHORITY and PROVIDER with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between AUTHORITY and PROVIDER with respect to the PMIS Services.
- x) The PMIS Services are subject to the intellectual property rights of AUTHORITY and to the Nevada public records law.

24) DATA PRIVACY AND SECURITY:

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

Members' critical infrastructure of primary buildings, facilities and other structures used for storing, transporting, or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the AUTHORITY and the Authority Members. Facility Information is deemed to be Confidential Information of the AUTHORITY and the Authority Members.

b) PROVIDER shall:

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

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

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

e) PROVIDER shall:

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

- iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
 - iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and
 - v) Reimburse the AUTHORITY for all actual costs incurred by the AUTHORITY in responding to and mitigating damages caused by any Security Breach.
- f) PROVIDER acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the 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.
- g) PROVIDER has completed and provided to AUTHORITY the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. PROVIDER agrees to maintain a comparable or better information security program throughout the course of this Agreement that is reviewed for new risk assessments at least annually.
- h) PROVIDER shall implement reasonable administrative, physical and technical safeguards to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Facility Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

25) RECORDS:

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

26) ASSIGNMENT:

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

27) SEVERABILITY:

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

28) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

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

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

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

29) EQUAL EMPLOYMENT OPPORTUNITY:

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

30) APPLICABLE LAW:

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

31) VENUE:

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

32) ATTORNEY'S FEES:

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

33) NO THIRD-PARTY RIGHTS:

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

34) WAIVER:

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

35) CAPTIONS:

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

36) COUNTERPARTS:

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

37) INTEGRATION:

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

38) NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind PROVIDER or 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 PROVIDER: Telstar Instruments dba SAE Systems
Attention: Byron Martyn
1717 Solano Way, Unit 34
Concord, California 94520
bmartyn@telstarinc.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Brad Callihan
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
brad.callihan@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.

39) AMENDMENT:

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

40) AUDITS:

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

41) SURVIVAL:

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

42) FORCE MAJEURE:

- a) A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. PROVIDER's economic hardship and changes in market conditions are not considered Force Majeure Events.
- b) Both the AUTHORITY and the PROVIDER have evaluated the effects of COVID-19 on this Agreement. The AUTHORITY and the PROVIDER expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events.
- c) Where PROVIDER is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the AUTHORITY and PROVIDER shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be the PROVIDER's sole and exclusive remedy for such delay, and PROVIDER shall not be entitled to an increase in the sums due under Agreement. PROVIDER shall provide a revised schedule for performance in accordance with Paragraph 17.b.
- d) The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

43) COMPANIES THAT BOYCOTT ISRAEL:

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

44) LIMITATION OF LIABILITY:

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

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

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

45) ELECTRONIC SIGNATURES:

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

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

Telstar Instruments dba SAE Systems

Southern Nevada Water Authority

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

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

Engineering and Design Services

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

System Integration

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

Control Panel Design and Control Panel Fabrication

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

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

RATES AND FEES

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

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

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

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

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

EXHIBIT B
TRAVEL EXPENSE REIMBURSEMENT POLICY

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

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

1) AIR TRAVEL:

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

2) LODGING:

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

3) GROUND TRANSPORTATION:

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

4) MEALS AND INCIDENTALS:

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

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

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

5) TIPS:

- a) Tips of any nature are not reimbursable.

EXHIBIT C

ENGINEERING & DESIGN SERVICES RATES

TIME AND MATERIALS RATES FOR THIS CONTRACT, NORMAL RATES

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

Notes for Cost of Services:

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

SYSTEM INTEGRATION SERVICES RATES

TIME AND MATERIALS RATES FOR THIS CONTRACT, NORMAL RATES

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

Notes for Cost of Services:

1. Rates are valid for first year of contract term only
2. Overtime is billed at time and a half for time worked after 8 hours Monday-Friday, up to 12 hours. Saturday is billed at time and a half up for time worked up to 8 hours. Sunday and all hours after 12 in a day is billed at double time.

3. Onsite service calls carry a 4-hour minimum per person; time over 4 hours is charged as 8 hours. Minimum charge for remote support is 1 hour.
4. Telstar is available 24 hours per day, 7 days a week to provide remote services subject to scheduling availability. Onsite services will need to be scheduled in advance. Onsite emergency calls carry a 4- hour minimum.
5. Reimbursement for direct expenses, incurred in connection to the work such as: special fees, insurance, permits, licenses, and proprietary programs purchased for the work as approved by The District prior.
6. All travel expenses will be invoiced per Exhibit B: Travel Expense Reimbursement Policy provided in SOQ 010174.
- 4.7. Shipping/Freight terms will be FOB Destination. Shipping costs will be prepaid by Telstar and added to customer's invoice at 0% markup.

PANEL DESIGN & FABRICATION

TIME AND MATERIALS RATES FOR THIS CONTRACT, NORMAL RATES

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

Notes for Cost of Services:

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

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

September 15, 2022

Subject:

Award of Bid

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors award a bid for liquid chlorine to Thatcher Company of Nevada, Inc., in an amount not to exceed \$3,584,656, authorize contract renewals for up to four additional one-year terms with annual increases of up to 25 percent over the previous year, and authorize the General Manager to sign the purchase 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:

Bid No. 010214, Liquid Chlorine, was advertised on June 6, 2022, and opened on July 13, 2022. A tabulation of the bids received is listed below:

Thatcher Company of Nevada, Inc.	*\$2,867,725
DX Ventures, L.P. (dba DX Systems Company)	\$2,900,000
*Amount factors in the 2% discount if invoice is paid within 20 days	

Thatcher Company of Nevada, Inc. (Thatcher), was the low responsive and responsible bidder as defined by NRS 332.065. The attached agreement provides for Thatcher to agree to all contract terms.

If approved, this agreement will be in effect from October 1, 2022, through June 30, 2023, with the option to renew for up to four additional one-year periods. Thatcher will provide liquid chlorine to the Authority necessary for the treatment of raw water. Approval of this item also provides for annual price or consumption increases of up to 25 percent per agreement term. The initial year amount of \$3,584,656 includes 25 percent contingency funding over the bid amount of \$2,867,725 for potential volume or product cost increases.

This Agreement is being entered into pursuant to NRS 332.065 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this Agenda request.



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	14
Corporate/Business Entity Name:	Thatcher Company of Nevada, Inc.
Doing Business As:	N/A
Street Address:	90 Business Center Street
City, State, and Zip Code	Henderson, Nevada 89014-1400
Website:	www.tchem.com
Contact Name:	Kyle Peterson
Contact Email:	kyle.peterson@tchem.com
Telephone No:	702-564-7622
Fax No:	702-564-2818

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Craig N. Thatcher	C.E.O.	33.3
Diane T. Barlow	Secretary/Treasurer	33.3
Teri T. Flanders	Director	33.3

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Craig N. Thatcher
Signer Title:	C.E.O.
Signer Email:	craig.thatcher@tchem.com
Signed Date:	2022-07-14

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

John Castiglione

Signature

John Castiglione

Print Name/Title

8-3-2022

Date

**AGREEMENT
BID NO. 010214**

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Thatcher Company of Nevada, Inc. (Contractor).

The Parties do mutually agree as follows:

1. Owner has awarded an agreement to Contractor pursuant to an administrative approval document signed by the General Manager for the purchase of Liquid Chlorine as quoted on the Authority's Bid No. 010241 for the treatment of raw water.
2. Owner agrees to purchase, and Contractor agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the contract.
3. The Contractor certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
4. For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following (as applicable):

Agreement
Letter of Intent to Award
Amendments
Addenda
Contract General Provisions
Contract General Conditions
Contract Special Conditions
Statement of Work or Specifications
Bid Form

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

THATCHER COMPANY OF NEVADA, INC.

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:

Reject Bid and Award Contract

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors reject the bid from Shannon Chemical Corporation and award the contract for zinc orthophosphate to Carus LLC in an amount not to exceed \$1,290,000, authorize contract renewals for up to four additional one-year terms with annual increases of up to 25 percent over the previous year, and authorize the General Manager to sign the purchase 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:

Bid No. 010310 Zinc Orthophosphate (Bid Invitation) for the procurement of zinc orthophosphate used in the treatment of raw water was advertised on June 29, 2022, and opened on July 26, 2022. The Bid Invitation requested specific product specifications that would be necessary to properly treat raw water. A tabulation of the bids received is listed below:

Shannon Chemical Corporation	*\$687,600
Carus LLC	\$1,032,000
chemrite (Chemrite, Inc.)	\$2,181,600
* Rejected Bid	

Staff recommends that the bid submitted by Shannon Chemical Corporation be disqualified because it did not conform with the technical product specifications requested in the bid. The Carus LLC (Carus) bid would therefore be considered the low responsive and responsible bidder pursuant to NRS 332.065. The attached agreement (Agreement) provides for Carus to accept and agree to all Contract terms.

If approved, this Agreement will be in effect from October 1, 2022, through June 30, 2023, with the option to renew for up to four additional one-year periods. By approval of this item and in accordance with the Bid Invitation, this request allows for annual price or consumption increases of up to 25 percent per agreement term. The initial year amount of \$1,290,000 includes 25 percent contingency funding over the bid amount of \$1,032,000 for potential volume or product cost increases.

This Agreement is being entered into pursuant to NRS 332.065 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this Agenda request.



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

LVVWD/SNWA/SSEA

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	["WBE - Women-Owned Business Enterprise: An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.", "SBE - Small Business Enterprise: An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000."]
Number of Clark County Residents Employed:	0
Corporate/Business Entity Name:	Carus LLC
Doing Business As:	Carus LLC
Street Address:	315 Fifth Street
City, State, and Zip Code	Peru, Illinois 61354
Website:	www.carusllc.com
Contact Name:	Barbie Smith
Contact Email:	bids@carusllc.com
Telephone No:	800-435-6856
Fax No:	815-224-6697

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	No
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Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Inga Carus	Chairman	100

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Barbie Smith
Signer Title:	Inside Sales Manager
Signer Email:	bids@carusllc.com
Signed Date:	2022-07-21

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

John Castiglione
Signature

John Castiglione
Print Name/Title

8/10/22
Date

AGREEMENT
BID NO. 00010310

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Carus LLC (Contractor).

The Parties do mutually agree as follows:

1. Owner has awarded an agreement to Contractor pursuant to an administrative approval document signed by the General Manager for the purchase of Zinc Orthophosphate as quoted on the Authority's Bid No. 010310 for the treatment of raw water.
2. Owner agrees to purchase, and Contractor agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the contract.
3. The Contractor certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
4. For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following (as applicable):

Agreement
Letter of Intent to Award
Amendments
Addenda
Contract General Provisions
Contract General Conditions
Contract Special Conditions
Statement of Work or Specifications
Bid Form

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

CARUS LLC

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an agreement between Total Resource Management, Inc., and the Authority for professional services related to the installation, deployment, and training of IBM Maximo Enterprise Asset Management Software in an amount not to exceed \$5,133,834 for the period from September 2022 through December 2025.

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:

The Authority's current asset and work management system, Avantis, will reach end-of-life on December 31, 2026, and will no longer be supported by the vendor. Avantis is a critical system relied upon by the Authority to help operate and maintain water transmission and treatment facilities that are used to deliver water to over 2.2 million water users throughout southern Nevada. The Authority is seeking to replace this software with an enterprise asset management (EAM) system capable of managing and supporting all work-related activities for linear, vertical, and facility assets; inventory and warehouse management; planning and scheduling; mobile field use; and interfacing with other Authority enterprise systems.

A cross department evaluation team conducted a robust selection process from July 2020 through February 2022. Through this process, IBM Maximo EAM (Maximo) was selected as the best software to fulfill the Authority's asset and work management system needs. The Maximo system is designed to manage and operate water treatment, transmission, and distribution infrastructure and would allow the Authority to gain operational efficiencies through use of a modern software platform.

If approved, the attached Professional Services Agreement provides the terms and conditions necessary for Total Resource Management, Inc. (TRM), to supply implementation services for this software. TRM will also be responsible for the completion of tasks to build and deploy Maximo and the provision of required system skills training to staff. Through an additional item today, the Board of Directors will be asked to approve an agreement with Black & Veatch Corporation to provide oversight of this implementation and deployment.

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.



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	1
Corporate/Business Entity Name:	Total Resource Management, Inc
Doing Business As:	
Street Address:	5695 King Centre Drive, Suite 200
City, State, and Zip Code	Alexandria, Virginia 22315
Website:	www.trmnet.com
Contact Name:	Jagadisan Shivakumar
Contact Email:	shiva.shivakumar@trmnet.com
Telephone No:	703-548-4285
Fax No:	

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Jagadisan Shivakumar
Signer Title:	President
Signer Email:	shiva.shivakumar@trmnet.com
Signed Date:	2021-12-10

LVVWD/SNWA/SSEA Review

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

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

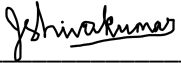
☐ Disclosure or Relationship **IS** noted above (complete the following):

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

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

Additional Comments or Notes:

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



Signature

Print Name/Title

Date

Corinna Hale

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Total Resource Management, 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:

- a) 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.
- b) 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.
- c) 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.
- d) 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, the 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. During this period, CONSULTANT agrees to provide Services as required by AUTHORITY within the scope of this Agreement.

- a) This Agreement may not extend more than seven years from Effective Date.

3) COMPENSATION:

- a) In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to AUTHORITY's satisfaction.
- b) Travel expenses will be reimbursed as set forth in Exhibit B, which is attached herewith and made a part of this Agreement.
- c) 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.
- d) 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.

4) LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$5,133,834 for the project.

5) RESPONSIBILITIES OF CONSULTANT:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
 - i) 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.
 - ii) 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.

- e) 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.
- f) 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:

- a) 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.
- b) 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, Jonathan Pickus, telephone number or their designee. AUTHORITY's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- c) 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.
- d) 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:

- a) 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.

- b) 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.
 - i) 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.
- c) 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 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:

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

15) 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.

16) INSURANCE:

- a) General:
 - i) 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.
 - ii) 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 Las Vegas Valley Water District, 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.

- iii) 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.
 - iv) 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.
 - v) With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of AUTHORITY.
- b) Evidence of Insurance:
- i) 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.
 - ii) 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.
 - iii) Renewal certificates shall be provided to AUTHORITY not later than 15 days prior to the expiration of policy coverage.
 - iv) All insurance policies shall require the insurer to provide a minimum of 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 10 days' prior notice.
- c) Insurance Coverages:
- i) 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.

ii) 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.

iii) 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.

iv) 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.

v) 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.

17) 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.

18) 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 duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter AUTHORITY duties thereunder or to require AUTHORITY to do, or refrain from doing, anything contrary to the Nevada Public Records Act. AUTHORITY 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 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 coordinate a response to the request and strive to prevent the disclosure of information considered confidential 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. The CONSULTANT's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

19) DATA PRIVACY AND SECURITY:

- a) 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.
- b) 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.
- c) CONSULTANT shall ensure that AUTHORITY data is stored only in data center(s) that are subject to United States federal jurisdiction.
- d) CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.
- e) 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.
- f) 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.

20) 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.

21) 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.

22) 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.

23) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- a) 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.
- b) 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.

24) EQUAL EMPLOYMENT OPPORTUNITY:

- a) 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.
- b) 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.

25) APPLICABLE LAW:

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

26) VENUE:

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

27) 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.

28) 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.

29) 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.

30) CAPTIONS:

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

31) 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.

32) 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.

33) 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: Total Resource Management Inc.
Jagadisan Shivakumar; President
5695 King Centre Drive, Suite 200
Alexandria, Virginia, 22315
shiva.shivakumar@trmnet.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Ken Wendtland
1001 S. Valley View Blvd.
Las Vegas, NV 89153
Ken.wendtland@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.

34) 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.

35) 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.

36) SURVIVAL:

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

37) FORCE MAJEURE:

- a) A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. CONSULTANT's economic hardship and changes in market conditions are not considered Force Majeure Events.
- b) 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.
- c) 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.
- d) The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall

use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

38) 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.

39) 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.

Total Resource Management Inc.

Southern Nevada Water Authority

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

Implementation Approach

1. **“Best Practice” Input:** TRM believes a key part of our role is to provide the LVVWD/SNWA with ideas, and content that has worked effectively for other maintenance organizations including many Water/Wastewater utilities. Through each phase of the deployment TRM will provide content for LVVWD/SNWA consideration.

This will be in different forms, including TRM’s Advanced Asset Management offerings, libraries of Water/WW content, new functions and capabilities not leveraged by LVVWD/SNWA today, connections to other Water/WW peers for input or possibly even full Maintenance/Reliability/Work Management business consulting through IDCON. <https://www.idcon.com/>

2. **Experienced staff** – Given the size and complexity of the LVVWD/SNWA deployment, in order to accelerate the transfer of skills, anticipate issues, and speed the deployment, TRM will be staffing this project with only senior staff. It will be staff with at least 8+ years Maximo experience and all with familiarity of deploying Maximo in Water/WW environments and related Asset Classes.
3. **TRM Team:** It is expected that the following group will be the primary team assigned to work with LVVWD/SNWA on the deployment of the Maximo System.

Executive Sponsor – Don Omura CEO

Project Manager – Todd Waterman

Functional Leads

- O&M/Vertical Assets/Reliability – John Todd
- Linear Assets/Inventory – Danean LeNoir

Technical Leads

- Ryan Adams – Maximo Configuration
- John Ballnik – Integrations
- Jayashri Kannan – Data Migration
- TRM Technical Specialists – Assist with Data Loading, Training etc

Cloud Operations

- Jim Miwa – Director Cloud Operations

Workshops and Configuration Management

The workshop sessions will include dynamic demonstrations where the LVVWD/SNWA SMEs will provide information about their current system and future processes. TRM will provide live Maximo demonstrations which will allow the District personnel to visualize LVVWD/SNWA business processes in Maximo. Sessions will always focus on the desired Future state for the LVVWD/SNWA, putting discussion of Maximo configuration within the context of LVVWD/SNWA business so examples are easier to relate to by the LVVWD/SNWA’s teams.

Workshops will be run to build core standard Work and Asset processes as laid out in Maximo and as the LVVWD/SNWA requested and if there are variances for say Meters, or Capital Planning, a smaller focused break out session maybe run. Processes will be discussed, governed and decided with consideration of timeline and budget. No Items will ever be lost. Instead, they will be added to the “Parking Lot” as potential work for follow on phases. Our approach of “show and tell” review sessions streamlines what can be a long and arduous process for LVVWD/SNWA.

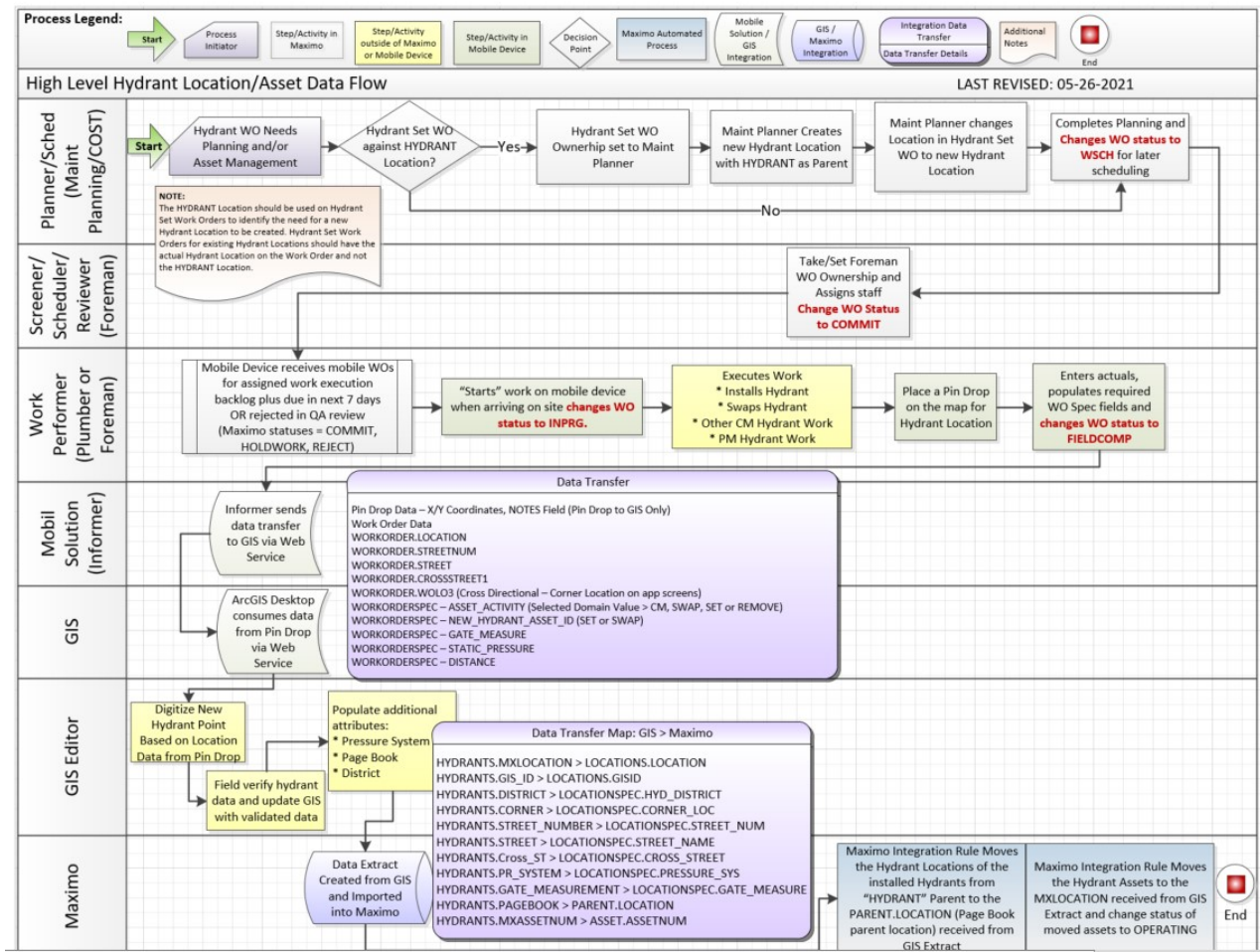
TRM avoids prolonged review sessions and extensive documentation that arduously identify every (many unnecessary) nuance and detail of the client processes. Instead we focus on identifying processes and practices that are managed by Maximo. This constrains the process identification activity to fit within the budget and schedule and provides the team with a manageable workload that provides the right amount of information to successfully implement the Maximo solution.

Each agreed-to system requirement will be given a unique number and will be documented in the TRM Requirements Traceability Work Sheet (also known as the "Requirements Matrix") that will serve as the functional agreement for what the LVVWD/SNWA wants the system to do and is the basis for the subsequent system design. Comments are cataloged for the initial content or specific data needs for that requirement. It is expected this content will be integrated to the Dev/Op systems chosen by LVVWD/SNWA.

An Example:

Phase I Requirements Matrix		Asset Management Tab							
No.	Process/Application	Requirement Description	Release I Scop	Design?	Design/Configuration Necessary to Meet Requirement	Comments	Approved By		
AM-020	Asset	System needs to allow a new Asset to be created.	Y	INT	Lawson interface - Receipts touch point	The Lawson interface will provide receipt data for a new Rotating Asset to Maximo, which will then use OOB Maximo functionality to create the Asset record.			
AM-021	Asset	System needs to generate the Asset Description from the Item Description, for a Rotating Asset.	Y	Y	Rule- Make Description readonly if Rotating Item identified.				
AM-022	Asset	System needs to auto-generate Asset Numbers.	Y	Y	Autonumber configuration in the Organizations application				
AM-023	Asset	System needs to create new Assets with a status = "NOT READY".	Y	INT					
AM-024	Asset	System needs to allow a Planner/PP Rep to update an Asset record and to change the Status of an Asset to "ACTIVE".	Y	SEC		Updating the Asset record means to associate a Classification, Failure Class, and User to the Asset.			
AM-025	Asset	System needs to allow meter readings from PICS to be imported.	Y	INT	Per Maximo-Pi interface requirements and design document (IDD)				
AM-026	Asset	System needs to prevent an Asset Status from changing to "SOLD" or "SALVAGED" until the Asset has been moved to the designated Surplus holding location.	Y	Y	Rule, additional status values. SOLD (synonym of DECOMMISSIONED) Sold	ASH: Need Asset Status values from MWRA (posted in 5070)			
AM-027	Asset (Tr)	System needs to allow the following custom Status values for Fleet Assets: ACTIVE, INACTIVE, Pending Decision, Pending Sale	Y	Y	PENDDDECISION (synonym OPERATING)- Pending Decision. PENDSALE (synonym OPERATING) - Pending Sale. Original design called for Dynamic Valuelist using Rules Manager using assettype, but in reqs meeting 3/7/16 it was decided not necessary. Can display all statuses	ASH: Need Asset Status values from MWRA (the other values are all identified in other reqs or OOB, per the approved spreadsheet posted in 5070)			
AM-028	Asset (Tr)	System needs to allow a meter read hour meter.	Y	OOB					

TRM will also create the Maximo Process Flows to accompany the requirements. An Example:



When the configurations, reports, integrations and data migrations are completed for each sprint, TRM will conduct a demonstration and receive feedback. Once we have approval to move the configurations to the Test instance, TRM will create User Test Cases.

Use Case: EU24			New Rotating Items					
Step #	Module/ App	Role	Action	Expected Result	Actual Result	Record # Created/ Referenced	Pass/ Fail	Tester Remarks
6	Inventory / Item Master		Select the Storerooms tab.	The Storerooms tab displays the Storeroom in Maximo where the rotating item is stored.				
7	Inventory / Item Master		Select the Specifications tab.	The Specifications tab displays.				
8	Inventory / Item Master		Click the Detail Menu button for the Classification field and select the Classify option.	The Classify dialog box lists the available Item Classifications.				
9	Inventory / Item Master		Scroll down the list and to find the appropriate Classification for the Rotating Item. Click on the blue box for the Classification you want to associate with the Rotating Item. <i>Note: To expand a Classification hierarchy click on the plus (+) sign to the left of the blue box.</i>	The selected classification populates the Classification field. The Class Description field populates with the corresponding description for the classification. Any associated Specification Attributes display in the Specifications section. <i>Note: Back Slashes (\) in the Classification and Class Description fields separate the different levels of the classification hierarchy.</i>		Record #		
10	Inventory / Item Master		Click the Save Item button on the Maximo toolbar.	The Rotating Item record is saved.				

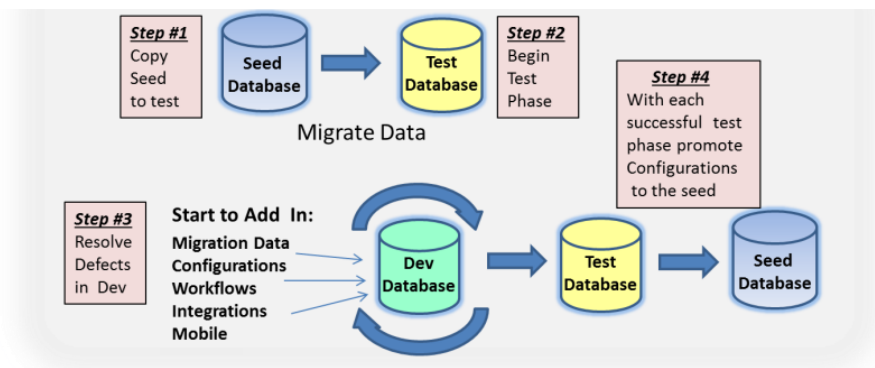
TRM will document the list of configuration changes in our Excel template. TRM will use the Maximo Migration Manager tool to move configuration changes from Development to Test and to Production. This spreadsheet is used as a checklist to ensure that all the changes have been moved.

Traceability					Design Details			Environment: max-dev				
Sys Setup#	REQ#	In Scope?	Design Complete?	Issue?	Design Description	Values	Notes	Build By	Build Date	Unit Tested By	Unit Tested Date	Development / Testing Notes
SS01	1	Yes	Yes	No	Create Item Set	ITEM	Item Set, set Item Status = ACTIVE	TL	8/8/2012	JC	9/6/2012	
SS02	1.44	Yes	Yes	No	Create Company Set	COMPANY	Company Set	TL	8/8/2012	JC	9/6/2012	
SS03	1	Yes	Yes	No	Create Currency Code	USD/United States of America	Active-Yes	TL	8/8/2012	JC	9/6/2012	
SS04	1	Yes	Yes	No	Establish Org	OCSO_ORG	Set Item Status ACTIVE	TL	8/8/2012	JC	9/6/2012	
SS05	1	Yes	Yes	No	Establish Site	SITE		TL	8/8/2012	JC	9/6/2012	
SS06	1.12	Yes	Yes	No	Establish GL Structure - Component 1	BUSUNIT/7/ALN/Required		TL	8/8/2012	JC	9/6/2012	
SS07	1.13	Yes	Yes	No	Establish GL Structure - Component 2	ACCOUNT/5/ALN/Required		SS	12/11/2012	JC	12/11/2012	GL Components needed to be #
SS08	1.14	Yes	Yes	No	Establish GL Structure - Component 3	SUBSIDIARY/4/ALN/Not Required		TL	8/8/2012	JC	9/6/2012	
SS09	1.15	Yes	Yes	No	Establish GL Structure - Component 3 Is Not Required			SS	12/11/2012	JC	12/11/2012	GL Components needed to be #
SS10	1.8	Yes	Yes	No	Enter GL Accounts	0000000.00000.0000	Insert placeholder GL account - actual GL accounts will be migrated/	TL	8/8/2012	JC	9/6/2012	
SS11	1.11	Yes	Yes	No	GL Delimiter			TL	8/8/2012	JC	9/6/2012	
SS12	1	Yes	Yes	No	Set Financial Period	Start July 1, 2012 + 10 years	Use fiscal year 7/1 to 6/30, start with July 1, 2012 and go out 10 years, add one Period for each month with dates for that month (e.g From 07/01/2012 12:00 AM - To 7/31/2012 11:59 PM), Format for Period = 2012-12, with July being 01 and June being 2012-12, then July 2013 starting new fiscal year = 2013-01. Earlier Financial periods to be migrated.	TL JC JC	8/8/2012 9/28/2012 10/1/2012 - removed TZ from user acct & fixed times	JC MN TL	9/6/2012 10/1/2012 - off by 3 hours 10/12/2012	Rebuilt based on final design, added only fiscal year 2012 and first period for 2013 in max-dev, will need all 10 years in seed.

Integrations are more complex to document. For that reason, TRM utilizes the Interface Design Document (IDD) template to document all the components of the integration. Specific configurations that are required, such as adding a specific field, are logged in the configuration spreadsheet.

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After the completion of each major task, TRM will promote configuration changes to the Production environment when all of the associated sprints have been approved and tested in the Maximo Test environment. This environment will act as a seed database storing all the configuration changes until we are ready to execute the first Go-Live dry run. With this method, there is an interactive build cycle that allows each round of successful results to be captured and moved forward until Go-Live where it can be used as the starting Production copy.



*As a new Go-Live the Seed Data base is the Production Database.

Overarching Project Assumptions

The following are the overarching project assumptions for the deployment of Maximo at LVVWD/SNWA. It is expected that as the project progresses, they may be modified by mutual agreement from both the LVVWD/SNWA and TRM.

1. **Target Dates** - Start and completion of this project are expected to be 8/1/2022 through 12/31/2025 estimated based on optimal project execution of 38 months.

2. **Contract Type** – Time and Material
3. **Single Phase Rollout** – LVVWD/SNWA preference is a one-time, single-phase cutover to the new system
4. **Project Management** – LVVWD/SNWA will provide a single point of contact/project manager for the duration of the project
5. ~~**Software and SaaS System** – Please see section 3.0~~
6. **Travel** - Barring health related circumstances, on site travel is expected for certain tasks and will be identified in the task description. Otherwise, remote work is acceptable.
7. **Project Task Execution**
 - a. The requirements and design documents generated from each applicable workshop are expected to be approved within one (1) to five (5) days, depending on the workshop. The expected approval time for each case is defined in the project schedule.
 - b. Each Maximo interface requirements/design workshop will be attended by LVVWD/SNWA IT and associated external system SMEs.
 - c. TRM will be responsible for the development and unit testing of the Maximo side of all interfaces associated with this project. LVVWD/SNWA will be responsible for the development and unit testing of the system being integrated with Maximo.
 - d. Integrations will use Rest API technology unless specifically identified as another interface technology in the task assumptions.
 - e. TRM and LVVWD/SNWA will work together to scrub data and create translation rules between source data files and new values in Maximo.
 - f. Many of the development sprints will include a task for creating Maximo reports and Start Center result sets and KPIs. TRM will create up to 40 BIRT reports and 40 Start Center results sets and/or KPIs during this project. Descriptions of these reporting functionalities are included in Appendix 1.
 - g. LVVWD/SNWA will be responsible for converting any existing reports and creating new reports that query the Maximo replicated database using existing Business Intelligence (BI) tools (e.g., SAP Crystal Reports).

1.0 Implementation Plan

1.1. Task 1 - Project Management

1.1.1. Project Initiation/Planning

The TRM Project Manager (PM) will lead the project planning task that will ensure the project is ready to be executed in a well-coordinated fashion. The following planning tasks will be performed, with associated deliverables described.

- Coordinate with LVVWD/SNWA to develop an initial project schedule, that once approved will serve as the baseline. Establishing a baseline schedule will allow project performance to be measured against a target schedule.
- A project Communication Management Plan will be developed by the TRM team. Its goal will be to make certain that there is effective communication to all project stake holders in order ensure successful project completion. The Communication Management Plan will document who needs what information, when they will need

it, how it will be provided, and by whom. A project contact list will be created as part of the Communication Management Plan.

- A Project Roles and Responsibilities document will also be developed by the TRM team to clearly define the roles and responsibilities of each member of the LVVWD/SNWA and TRM teams for this project. This document will include a RACI (Responsible, Accountable, Consulted, Informed) chart.
- An initial project RAID (Risks, Actions, Issues, and Decisions) Log will be created and known items will be entered into it. Each risk will be assessed for probability and impact and a plan to manage each one will be determined based on this assessment.

After the initial planning tasks have been completed, TRM will prepare for, and lead, an onsite project kickoff meeting with the LVVWD/SNWA project Core Team. This meeting will introduce the Core Team to the principal members of TRM's project team and discuss the project scope, schedule, roles and responsibilities, communications, risks, and key success factors. This kickoff meeting will be held within four (4) weeks of starting the project.

Deliverables

- Baselined project schedule
- Project Communications Management Plan document
- Project Roles and Responsibilities document
- Initial Project RAID Log
- Core Team kickoff meeting presentation

Assumptions

- LVVWD/SNWA will be responsible for developing the project RACI chart. TRM will support the development of this chart.
- LVVWD/SNWA will be able to review and approve the project management deliverables within 10 business days.

1.1.2. Ongoing Project Management

TRM will provide project management services for the duration of the project and the TRM PM will serve as the primary TRM point of contact for project status updates and overall project communications. The TRM PM will be responsible for managing the project schedule, budget, risks, and issues, as well as the TRM project team.

TRM will participate in mutually agreed upon project governance meetings:

- Weekly Status Update and Coordination Meetings with relevant stakeholders
- Monthly Steering Committee Meetings
- Quarterly Executive Sponsor Meetings
- Other meetings as determined by project leadership

The TRM PM will be responsible for providing periodic status reports to LVVWD/SNWA and TRM stakeholders. The following reporting protocols will be used.

- Bi-weekly Status Reporting: The TRM PM will provide LVVWD/SNWA with a status report describing completed, in progress, and near future tasks, project schedule and budget performance, and the status of risks and key issues.
- Bi-weekly Project Schedule update, using MS Project
- Monthly project status and cost updates will be entered in eBuilder by the TRM PM

LVVWD/SNWA will provide access to a Microsoft Azure DevOps instance to manage the project artifacts. These artifacts will include Requirements, Test Cases, Decisions, Action Items, Risks, Issues, Change Requests, Business Impacts and other mutually agreed upon items. LVVWD/SNWA will configure the solution to meet the needs of the program including alignment to existing TRM requirements and configuration spreadsheets. LVVWD/SNWA will be accountable for training team members on the solution. TRM will use this solution to manage the project artifacts listed above.

Deliverables

- Bi-weekly status reports
- Bi-weekly project schedule updates
- Monthly eBuilder updates
- Updated RAID log

Assumptions

- LVVWD/SNWA will have one primary Project Manager designated as the main point of contact for the TRM team.
- LVVWD/SNWA will be responsible for training the TRM team on the use of Microsoft Azure DevOps.
- LVVWD/SNWA will be responsible for training the TRM PM on how to enter required project information in eBuilder.

1.2. Task 2 - Change Management

1.2.1. Change Management Planning

The TRM team will participate in a Change Management planning workshop to provide input into stakeholder analysis and the needs assessment associated with the Enterprise Asset Management System (EAMS) change. TRM will provide content to the Change Management plan developed by the LVVWD/SNWA change management lead.

After the Change Management plan has been created and approved, TRM will work with LVVWD/SNWA to conduct an onsite Stakeholder Project Kickoff meeting. The meeting will include all LVVWD/SNWA stakeholders and will review the project purpose, scope, schedule, roles and responsibilities, risks, change management plan elements, and key success factors.

Deliverables

- Change Management plan content
- Stakeholder kickoff meeting presentation

Assumptions

- LVVWD/SNWA will use a 3rd party vendor to lead change management activities for the project. This vendor will be responsible for leading the Change Management planning workshop and developing the Change Management plan.

1.2.2. Ongoing Change Management

Change management activities will be conducted throughout the project to help facilitate the adoption of the new Enterprise Asset Management System (EAMS) and associated business processes by LVVWD/SNWA stakeholders. TRM anticipates that the Change Management plan will include various activities that will be scheduled throughout the life of the project. It is important that the plan is built to fully integrate into proven processes that LVVWD/SNWA has leveraged in the past.

The TRM team plans to participate in appropriate activities all the way through project completion following the guideline which includes these five steps:

1. Identify the Change: During the Maximo requirements and design workshop sessions, TRM will identify areas of impact to the current processes and the key stake holders affected by the change.
2. Prepare the Change: TRM will make recommendations concerning the messaging and the appropriate mechanism for delivering the information to prepare the organization.
3. Plan the Change: Change Management communications will be created to provide the tools and information that are needed to communicate the vision and strategy. TRM will collect information from the user community representatives. This information is used to better determine the exact training the user population needs for the successful system adoption. Once these activities are complete, a full training plan can be created that identifies the numbers of users and the educational topics that need to be delivered.
4. Implement the Change: Throughout the project, TRM will work with the LVVWD/SNWA change lead to generate the communication tasks required to communicate the vision and strategy.
5. Sustain the Change: TRM will support activities that are designed to anchor the change into the LVVWD/SNWA corporate culture. This includes providing additional communications after the system is live as well as conducting several surveys. These tasks will gauge the acceptance of change and identify additional training or other educational activities that need to occur.

TRM will support the development of the following Change Management deliverables, which are expected to be products described in the Change Management plan.

- Stakeholder Map - Identifies all stakeholders and where they fall in the RACI chart. In addition, this map will be needed for the testing and training schedules.
- Communication Plan - This plan will outline the structured communications that will occur over the lifecycle of the program and how they will be accomplished.
 - Business Impact Documentation: This will include workshops and documentation as to how the changes that will occur in the program will impact the stakeholders and mitigations for those impacts. This can be accomplished during the functional sprints. This will include potential changes to job descriptions based on changes that will occur in the process.

TRM will participate in regularly scheduled Change Management meetings. It is anticipated that the following meeting(s) will be held.

- Monthly Workstream Lead Meetings

Deliverables

- Content for change management communications
- Stakeholder Map
- Communication Plan
- Business Impact Documentation

Assumptions

- LVVWD/SNWA will use a 3rd party vendor to lead the change management activities specified in the Change Management plan.

1.3. Task 3 - Pre-Implementation Planning/Discovery

1.3.1. IT Workshop

The TRM Cloud team will lead a remote IT workshop with the LVVWD/SNWA IT system leads to finalize the details of the Maximo system installation for the Development (DEV), Test (TST) and Production (PRD) environments, including the configuration of LDAP, SSO, and a Site-to-Site VPN tunnel. TRM will update the Maximo system architectural specifications after the IT workshop is completed.

Deliverables

- Updated Maximo system architectural specifications

Assumptions

- The TRM Cloud team has created initial Maximo system architectural specifications based on SaaS discussions (outlined in section 4) conducted before the start of the project. These specifications will serve as a starting point for architecture discussions during the IT workshop.
- The initial specification identified in the system section of this SOW will remain the same.
- The IT workshop can be conducted before the Core Team kickoff meeting so that subsequent tasks to install the Maximo environments can be completed as early as possible. The installation of the Maximo DEV environment is on the critical path of the project schedule.

1.3.2. Maximo Environment Installations

TRM will install and deploy three Maximo environments (DEV, TST, and PRD) in the LVVWD - TRM AWS enclave. The PRD environment will include a replicated database that can be used for reports and queries. Each Maximo environment will be configured for LDAP and SSO authentication and will be installed with the TRM AAM configuration. TRM will also install a Site-to-Site Virtual Private Network (VPN) tunnel in support the LDAP and SSO configurations.

Deliverables

- Installed Maximo Development system, with LDAP and SSO authentication configured
- Installed Maximo Test system, with LDAP and SSO authentication configured
- Installed Maximo Production system, with LDAP and SSO authentication configured, and a replicated database instance
- Site-to-Site VPN tunnel installed

Assumptions

- TRM will be installing the Maximo SaaS solution for LVVWD/SNWA
- TRM's AAM configuration will be installed
- LVVWD/SNWA desires that DEV and TST are a replication of PRD
- The Maximo PRD replicated database is anticipated to be available at approximately the same time as the Maximo PRD environment.
- GIS and other LVVWD/SNWA systems that will be integrated with Maximo will each have DEV, TST, and PRD instances installed by LVVWD/SNWA and available to integrate with the associated Maximo instance.
- Access to the replicated database will be provided to LVVWD/SNWA users via a client to server VPN tunnel (OpenVPN) or via an established site-to-site IPSEC VPN tunnel to the private IP

address of the replicated database server. Credentials will be established on the database server to allow read-only access to the database via a JDBC connection.

1.3.3. LVVWD Avantis Demo - by Work Stream

LVVWD/SNWA will provide a series of remote demonstrations to the TRM team on how Avantis and supporting systems are used to support the various LVVWD/SNWA work streams. The purpose of the demonstrations is to provide the TRM team with an understanding of work stream process similarities (and differences) and on how Avantis is used today to support these processes. This will provide context for the Maximo requirements and design workshops.

The following LVVWD/SNWA work streams will be demonstrated to show how Avantis and supporting systems are used to manage each work stream's work. The demos will include a step-by-step walk-through of creating and updating data records and querying data. The demo should review reports that are run and any external systems that receive data from Avantis.

The demos will be interactive with TRM asking questions and gathering information that will be used to guide questions for the subsequent Maximo requirements and design workshops.

- Warehouse and Inventory Management
- Finance (Purchasing and Accounting)
- GIS
- Water Distribution
- Valves, Vaults and Hydrants
- Infrastructure Management
- CCFS
- Backflow
- Facilities Maintenance (see Appendix 3 for examples of associated assets)
- Vertical Facilities (see Appendix 2 for examples of associated assets)
- Water Quality & Treatment

Assumptions

- LVVWD/SNWA work stream SMEs will be available to provide the Avantis demonstrations
- The workshops will be interactive with TRM asking questions about the Avantis and supporting systems
- TRM is responsible for capturing all notes and content
- LVVWD/SNWA will provide TRM access to recordings of Request for Proposal (RFP) development workshops (and consolidated notes) where a wide range of current state processes were discussed.

1.3.4. Workshop Planning and Preparations

TRM will work with LVVWD/SNWA to plan and prepare for the Maximo requirements and design workshops. This effort will involve the following tasks.

- Data migration planning
- Interface planning
- Workshop preparation

1.3.4.1 Data Migration Planning

TRM will lead a remote Data Migration planning workshop with the LVVWD/SNWA Core Team to gather the necessary information to create a data migration plan. The workshop will include a discussion to determine what historical transactional data will be migrated to Maximo, versus being retained in a separate data repository for future use. The data migration plan will document the legacy data that will be migrated to Maximo, the data source, the type of data (system, static, or transactional), and the expected migration method (e.g., MxLoader, interface, data script, hand entry, etc.).

The data types are described below.

System Data

System data is data that must be established before static data or transactional data can be entered into Maximo. This consists of usernames, value lists, etc.

Static Data

Static data is data that must exist before entering transactional data. Examples of static data are:

- Locations: These must exist before a work order can be created against a location.
- Assets: These must exist before asset management capabilities can be achieved.
- Vendor records: These must exist before a PO can be created.
- PM records: These must exist before a PM work order can be generated.
- Attached Documents: The information and link details for each file (e.g., photo, PDF, MS Office document) that is attached to a Maximo record (e.g., Work Order, Asset, Item).

Transactional Data

Transactional Data is data that is entered on a daily or weekly basis. Typically, this becomes historic data that the organization wants to keep. This data is valuable to migrate if the data has a high degree of standardization. If this data is mostly used as referential data and not for metric development, then creating a separate repository for searching purposes is a less costly alternative.

Examples of transaction data are:

- Work Orders
- Labor Transactions
- Inventory Transactions
- Purchase Orders

After the workshop is completed, the following tasks will be completed.

- TRM will develop the Data Migration Plan and submit it to LVVWD/SNWA for approval.
- LVVWD/SNWA will review and approve the Data Migration Plan.

Deliverables

- Data Migration Plan

Assumptions

- LVVWD/SNWA and TRM will each have a Data Migration Lead to facilitate the coordination and standardization of all data migration related tasks during the project.
- LVVWD/SNWA is open to migrating data with Excel loader templates.

- All historical transactional data will be migrated to Maximo (for project budget purposes).
- The Aveva-Maximo data loading tool will not be ready for loading data during this project. If the tool becomes available during the project, the TRM and LVVWD/SNWA teams will evaluate the viability of using this tool for loading data into Maximo.
- After the data migration planning workshop is completed, a communications plan will be developed and a follow-up stakeholder meeting will be conducted (as part of the Change Management task) to communicate the data migration plan and what data will be in Maximo and what data will not be in Maximo.
- Alternatives to accessing historical data not migrated to Maximo will need to be explored. LVVWD/SNWA will be responsible for the alternative to access historical data not migrated to Maximo.

1.3.4.2 Interface Planning

TRM will lead a remote Interface planning workshop with the LVVWD/SNWA Core Team, GIS, and LVVWD/SNWA IT Team to determine the final list of interfaces to be developed in the project. The main focus of the workshop discussion will be how to incorporate the remaining list of various “To Be Determined” (TBD) software applications listed in the Request for Proposal (RFP) into the Maximo system. If the TBD application’s functionality will be absorbed by Maximo functionality, the design of the configuration for doing this will be covered in the associated configuration sprint(s) described later in the SOW. If the TBD application will be maintained as-is, a decision will be made on whether a Maximo interface is needed. In addition, TRM will provide a technical overview during the Interface planning workshop on how Maximo integrations work, specifically around baseline functionality needed for all integrations. This will include things like authentication, error handling (both when data sent to Maximo is invalid for the process in Maximo, and when data is pulled from Maximo that is invalid for LVVWD/SNWA downstream processes), and what tools are available for troubleshooting and taking corrective action. This overview will help to level set TRM and LVVWD/SNWA integration teams on Maximo integration capabilities prior to integration requirements and design workshops.

Note: The list of “TBD” software applications has been reduced to approximately 10 items that will be discussed as part of this workshop.

After the workshop is completed, the following tasks will be completed.

- TRM will develop the Interface Plan and submit it to LVVWD/SNWA for approval. This plan will list the final external systems that will be integrated with Maximo and the flow of data between the systems. The details of each of these integration items will be further elaborated in later project tasks.
- LVVWD/SNWA will review and approve the Interface Plan.

Deliverables

- Interface Plan

Assumptions

- LVVWD/SNWA and TRM will each have an Integration Lead to facilitate the coordination and standardization of all integration related tasks during the project.

1.3.4.3 Viryanet, C2M, & Maximo Process Definition

TRM will lead a remote workshop with the LVVWD/SNWA Core Team, applicable workstream SMEs, and LVVWD/SNWA IT Team to define the future high-level processes that will be associated with Viryanet, C2M, and Maximo systems and related integrations. This will include ensuring that Maximo Mobile and Viryanet do not conflict with each other (i.e., support the same

process) and that expectations are set for which system will be used for each work stream and type of work.

After the workshop is completed, the following tasks will be completed.

- TRM will document the high-level integration requirements, process flows, and data flows associated with Viryanet, C2M, & Maximo. The detailed requirements and associated designs of these integrations will be defined in later project tasks.
- LVVWD/SNWA will review and approve the high-level integration requirements, process flows, and data flows associated with Viryanet, C2M, & Maximo.

Deliverables

- High-level integration requirements, process flows, and data flows associated with Viryanet, C2M, & Maximo

Assumptions

- Viryanet will not be replaced by Maximo functionality and will continue to be used by LVVWD/SNWA field users.

1.3.4.4 Asset Creation Process Definition

TRM will lead a remote workshop with the LVVWD/SNWA Core Team, Engineering, Development Services, applicable workstream SMEs, and LVVWD/SNWA IT Team to determine when and how data for newly built Assets will be entered into Maximo. This workshop will focus on Assets created during LVVWD/SNWA construction (Engineering) and Development Services (e.g., contractor work for a new subdivision).

After the workshop is completed, the following tasks will be completed.

- TRM will document the high-level Asset Creation requirements and Maximo process flows associated with Engineering (construction) and Development Services. The detailed requirements and associated designs will be defined in later project tasks (SOW Task 6).
- LVVWD/SNWA will review and approve the high-level Asset Creation requirements and Maximo process flows associated with Engineering (construction) and Development Services.

Deliverables

- High-level Asset Creation requirements and Maximo process flows associated with Engineering (construction) and Development Services.

1.3.4.5 Workshop Preparation

TRM and the LVVWD/SNWA Core Team will coordinate to prepare for the Maximo requirements and design workshops.

TRM will lead a remote Sample Data planning workshop with the LVVWD/SNWA Core Team and LVVWD/SNWA IT Team to determine the sample data from Avantis to be loaded into the Maximo DEV environment to support the Maximo requirements and design workshops and subsequent sprint demonstrations. Loading Avantis sample data will allow LVVWD/SNWA to use familiar data throughout the process of building out the final Maximo solution.

After this planning workshop is completed, TRM will provide a final list of the Avantis sample data to be used, including data type (e.g., Asset) and number of records or specific records. TRM will also provide the source data templates to be used by LVVWD/SNWA to populate the sample data.

TRM will also coordinate with LVVWD/SNWA to perform the following workshop preparation tasks.

- TRM will provide a list of requested background documents and artifacts from LVVWD/SNWA (e.g., organization charts, examples of reports, current process flow diagrams, location and asset hierarchies, etc.)
- LVVWD/SNWA will provide TRM with the requested documents and artifacts, if possible
 - TRM will review the documents and artifacts provided by LVVWD/SNWA and perform additional discovery and research.
 - TRM will provide an initial workshop schedule and provide updates as needed due to any schedule changes. Also, TRM will provide workshop agendas to LVVWD/SNWA at least 4 weeks before each workshop.
 - For each workshop, TRM will develop and provide LVVWD/SNWA with an agenda, the expected participants, and any documents that TRM needs prior to the workshops.

Deliverables

- Initial workshop schedule and updates, as needed
- Workshop agendas, list of desired participants, and list of pre-workshop documents (for each workshop)

1.4. Task 4 – Build Maximo Foundation

1.4.1. Sprint 1 - Organization Set Up and Chart of Accounts

TRM will lead a remote workshop with the LVVWD/SNWA Core Project Team to review and understand the use of Organizations and Sites in Maximo. The team will determine the Organization and Site structure and values to be used in Maximo. Other required attribute values needed to set up Maximo will also be determined (e.g., Item Set and Company Set). TRM will enter the approved values into Maximo DEV and record them in the Maximo configuration document.

TRM will lead a remote Chart of Accounts (COA) interface requirements and design workshop with the LVVWD/SNWA Core Team to define the requirements and associated design for the Oracle EBS to Maximo COA interface. The following tasks associated with this interface will be completed.

- TRM will create the COA IDD to capture the interface's requirements and design and document the Maximo COA application requirements.
- LVVWD/SNWA will approve the Maximo COA requirements and the COA IDD
- TRM and LVVWD/SNWA will jointly build and unit test the COA interface on Maximo DEV and an Oracle EBS DEV environment. TRM will be responsible for the Maximo side interface and application configurations (see "Overarching Project Assumptions").
- TRM and LVVWD/SNWA will jointly load COA data into Maximo DEV using the COA interface.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data

- TRM will promote the sprint's configurations and load COA data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is completed.

Deliverables

- Requirements matrix
- Maximo DEV configured to meet COA requirements
- Inbound Oracle EBS COA interface configured on Maximo DEV
- COA data loaded on Maximo DEV
- Approved COA IDD
- Test scripts for Task 4, Sprint 1
- Promotion of all configurations and data to Maximo TST

1.4.2. Sprint 2 - Users & Employees/LDAP/Workday

TRM will lead a remote workshop with the LVVWD/SNWA Core Team and a Workday SME to define the requirements and associated designs for:

- Syncing LDAP user data with Maximo, and
- The Workday to Maximo Employee interface.

When the workshop is completed, TRM and LVVWD/SNWA will have come to an agreement on the formatting for the Maximo User ID, Person ID and Labor code attributes. The following tasks associated with this sprint will be completed.

- TRM will document the LDAP sync and Maximo application requirements in the Requirements Matrix and create the Employee IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the LDAP sync and Maximo application requirements and the Employee IDD. This will include the approval of the Maximo Person, User, and Labor attribute formats.
- TRM will configure the Maximo-LDAP sync functionality on Maximo DEV and coordinate with LVVWD/SNWA to perform unit testing.
- TRM and LVVWD/SNWA will jointly build and unit test the Employee interface on Maximo DEV and a Workday DEV environment.
- TRM and LVVWD/SNWA will jointly load User, Person, and Labor data into Maximo DEV using LDAP sync and the Employee interface.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable.
- TRM will create test scripts for the sprint's functionality and data.

- TRM will promote the sprint's configurations and load Person, User, and Labor data to the Maximo TST environment.
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is completed.

Deliverables

- Requirements matrix
- Maximo DEV configured to meet Maximo User, Person, and Labor application requirements
- Inbound Workday Employee interface configured on Maximo DEV
- User, Person, and Labor data loaded on Maximo DEV
- Approved Employee IDD
- Test scripts for Task 4, Sprint 2
- Promotion of all configurations and data to Maximo TST

Assumptions

- Person ID will be the same as User ID in Maximo

1.4.3. Sprint 3 - Vendors

TRM will lead a remote workshop with the LVVWD/SNWA Core Team, a representative from purchasing and inventory, and an Oracle EBS SME to define the requirements and associated design for the Oracle EBS to Maximo Vendors interface. The following tasks associated with this sprint will be completed.

- TRM will create the Vendors IDD to capture the interface's requirements and design and document any associated Maximo application requirements in the Requirements Matrix.
- LVVWD/SNWA will approve the Vendors IDD and Maximo application requirements.
- TRM and LVVWD/SNWA will jointly build and unit test the Vendors interface on Maximo DEV and an Oracle EBS DEV environment.
- TRM and LVVWD/SNWA will jointly load Vendor data into Maximo DEV using the Vendors interface.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable.
- TRM will create test scripts for the sprint's functionality and data.
- TRM will promote the sprint's configurations and load Vendor data to the Maximo TST environment.
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.

- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is completed.

Deliverables

- Requirements matrix
- Maximo DEV configured to meet Maximo application requirements, if applicable
- Inbound Oracle EBS interface configured on Maximo DEV
- Vendor data loaded on Maximo DEV
- Approved Vendors IDD
- Test scripts for Task 4, Sprint 3
- Promotion of all configurations and data to Maximo TST

Assumptions

- Oracle EBS is the system of record for all Vendors
- If Coupa may be used as the Vendors system of record, the requirements and design workshop will be used to discuss and make a decision on the system of record.

1.4.4. Sprint 4 – Maximo Resources Data

TRM will lead a remote workshop with the LVVWD/SNWA Core Team and representatives from the following work groups: CCFS, LVVWD and SNWA Maintenance, Small Systems and Distribution. The purpose of this workshop is to define the requirements and mapping for loading the data into Maximo for various Maximo resource related applications that are required to plan and assign work to the appropriate work group. The following types of data will be discussed (at a minimum) during the workshop.

- Crafts
- Crews
- Qualifications
- Person Groups
- External Contractor
- Calendars

The following tasks associated with this sprint will be completed.

- TRM will document the Maximo resource data and application requirements and the data mapping captured in the workshop in the Requirements Matrix.
- LVVWD/SNWA will approve the Maximo resources data and application requirements.
- TRM will develop the data load process and load associated data into Maximo DEV for the following types of data: Crafts, Crews, Qualifications, Person Groups, External Contractors, Calendars, and any others identified during the workshop.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable.

- TRM will create test scripts for the sprint's functionality and data.
- TRM will promote the sprint's configurations and load the various resource data to the Maximo TST environment.
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is completed.
- TRM will promote the accepted configurations (no data) for Task 4 sprints to Maximo PRD after all sprints for this task have been completed.

Deliverables

- Requirements matrix
- Maximo DEV configured to meet Maximo application requirements, if applicable
- The following data loaded on Maximo DEV: Crafts, Crews, Qualifications, Person Groups, External Contractors, Calendars, and any others identified during the workshop.
- Test scripts for Task 4, Sprint 4
- Promotion of all configurations and data to Maximo TST
- Promotion of all accepted configurations from each sprint to Maximo PRD

Assumptions

- The calendar and qualification data load may require an interface or have to be hand entered.
- If calendars do not exist in an external LVVWD system, TRM will create 2 initial calendars and LVVWD will create the remaining calendars.
- If qualifications do not exist in an external LVVWD system, TRM will create a quick guide and the data will be entered by LVVWD. LVVWD may decide to not use this Maximo application.

1.5. Task 5 - Maximo Orientation

1.5.1. LVVWD/SNWA Sample Data Load into Maximo DEV

TRM will load LVVWD/SNWA sample data from Avantis into Maximo DEV. Based on the list of requested sample EAMS data and source data templates provided by TRM in SOW Task 3, LVVWD/SNWA will extract and translate the data from Avantis into the templates. TRM will provide support to LVVWD/SNWA during this task, as needed. Once the source data templates have been populated, TRM will load this data into Maximo DEV.

Deliverables

- Sample EAMS data loaded to Maximo Dev

1.5.2. Maximo Fundamentals Training

TRM will conduct two four-day onsite Maximo fundamentals training sessions. One of these training sessions should be attended by all persons that will participate in the remaining workshops. Upon the completion of these training sessions, each workshop attendee will have a solid understanding of Maximo functionality. This approach allows the workshops to be focused on the specific topics where the group can dive into specific requirements, data mapping, process standardization, reports, and integration.

Deliverables

- Delivery of 2 Maximo fundamentals classes
- Electronic copy of the Maximo Fundamentals manual

Assumptions

- LVVWD/SNWA will print their own copies of the Maximo Fundamental training manual as needed
- Training will be conducted on the Maximo DEV environment
- Classes will be onsite

1.5.2.1 Maximo BIRT Report Writing Training

TRM will conduct one four-day onsite Maximo BIRT Report Writing Training session. This course is hands-on, scenario-based, and is designed for individuals who modify or write reports for Maximo. This training session is intended to train LVVWD/SNWA IT personnel who may develop BIRT reports during the project. The training will be delivered before the BIRT reports are scheduled to be developed (starting with the sprints associated with SOW Task 6).

Deliverables

- Delivery of 1 Maximo BIRT Reporting Writing training class
- Electronic copy of the Maximo BIRT Report Writing training manual

Assumptions

- LVVWD/SNWA will print their own copies of the Maximo BIRT Report Writing training manual as needed.
- Training will be conducted on the Maximo DEV environment.
- There will be no more than 5 students attending this class.

1.6. Task 6 – Build Assets and Locations

1.6.1. Sprint 1 – Vertical Assets and Locations

TRM will lead an onsite workshop with SME's from LVVWD/SNWA maintenance, Small Systems, Water Quality & Treatment, Facilities, and GIS. Appendices 2 and 3 provide examples of vertical assets associated with each of these work groups. TRM will gather requirements for the location hierarchy, location data mapping, asset hierarchy, asset lifecycle (including asset replacement), rotating assets, and asset data mapping for vertical assets. This workshop will also include a discussion and result in decisions on how to integrate vertical locations and assets between GIS and Maximo (if at all). When the workshop is completed, TRM and LVVWD/SNWA will have come to an agreement on location hierarchy structure for vertical assets, a common process for tracking the asset lifecycle in Maximo and the data required to generate reliability reports. The following tasks associated with this workshop will be completed.

- TRM will document the requirements and Maximo process flow from the workshop and submit them for approval.
- LVVWD/SNWA will approve the Maximo Location and Asset requirements and Maximo process flow
- TRM will configure Maximo Location and Asset Applications
- TRM will load the data for locations and assets records
- TRM will load the Location hierarchies.

- TRM will create Reports, Start Center result sets and KPI's

1.6.1.1 SCADA

TRM will lead a remote workshop with the LVVWD/SNWA Core Project Team and the SCADA SME to determine the requirements and design for the SCADA interface. TRM will then complete the following tasks.

- TRM will create the SCADA IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Maximo SCADA IDD
- TRM and LVVWD/SNWA will jointly build and unit test the SCADA interface on Maximo DEV and a SCADA DEV environment.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables (for Sprint 1)

- Requirements matrix and Maximo process flow document
- Maximo DEV configured to meet approved Asset and Location application requirements
- Approved SCADA IDD
- Location and Asset Data Load on Maximo DEV
- Inbound SCADA Interface configured on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 6, Sprint 1
- Promotion of all configurations and data to Maximo TST

Assumptions (for Sprint 1)

- LVVWD/SNWA is open to using the AAM pre-existing fields for capturing reliability data
- LVVWD/SNWA has done significant work to clean their location hierarchies

1.6.2. Sprint 2 – Linear Point Assets

TRM will lead an onsite workshop with SME's from Infrastructure Management, CCFS, LVVWD/SNWA maintenance, Distribution, and Backflow. Appendix 4 provides examples of linear point assets associated with each of these work groups. TRM will gather requirements for the

location hierarchy, Location data mapping, asset lifecycle, rotating assets, and asset data mapping for Linear point assets. The workshop will start with the output from the vertical asset and locations workshop. The expectation is that most of the processes will apply to the linear point assets.

This workshop will focus on the asset lifecycle as it pertains to identifying the system of record between Maximo and GIS for the creation of assets, updating of assets and decommissioning of assets. When the workshop is completed TRM and LVVWD/SNWA will have come to an agreement on location hierarchy structure for linear assets, a common process for tracking the asset lifecycle between Maximo and GIS, and the attribute mapping for each asset feature class between Maximo and GIS.

Maximo (using Maximo Spatial) provides the following functionality associated with GIS:

- On the “Map” tab, or in map windows that are opened from application records, GIS records and associated content and linked Maximo Asset Management records can be displayed. This functionality is available on the Locations, Assets, Service Requests, and Work Orders applications. These records can be viewed in a geospatial context, so that the user can easily and dynamically visualize the spatial relationships between these records and the roads, buildings, pipelines, and other mapped features around them.
- Maximo Location, Asset, Service Request, and Work Order records can be linked to GIS records to allow bi-directional data updates to be provided between the 2 systems. Additionally, new records created in one system can send data to the other one to create a new record (e.g., If a new valve asset is created in GIS, Maximo can pick up this record, create a new Maximo asset record, link the record to GIS, and send the Maximo asset number back to GIS.). Maximo uses GIS feature services for this integration with GIS.

The following tasks associated with this workshop will be completed.

- TRM will document the requirements and Maximo process flow from the workshop and submit them for approval.
- TRM will document the field level data map for GIS attributes and Avantis data fields.
- TRM will create the GIS IDD to capture the interface’s requirements and design.
- LVVWD/SNWA will approve the Maximo Location and Asset requirements, GIS IDD and Maximo process flow
- TRM will configure Maximo Locations and Assets Applications
- TRM will create the Location Hierarchies
- TRM will configure the GIS Integration
- TRM will load the data for locations and assets records from the GIS system
- TRM will load the data for locations and assets records from Avantis
- TRM will create Reports, Start Center result sets and KPI’s

In conjunction with the above tasks to configure the Maximo-GIS integration and load location and asset records in Maximo from GIS, TRM will provide training to LVVWD/SNWA on these processes. This will include the following tasks.

- TRM will create Maximo-GIS integration configuration and data load documentation. This documentation will be used to deliver training and can be used as a guide for performing these processes in the future.
- TRM will deliver one session of remote training to LVVWD/SNWA trainees (5 or less) on the Maximo-GIS integration configuration and data load processes.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Asset and Location data maps
- Maximo DEV configured to meet approved Asset and Location application requirements
- Approved GIS IDD
- Two-Way GIS Integration configured on Maximo DEV
- Location and Asset Data Load on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 6, Sprint 2
- Promotion of all configurations and data to Maximo TST

Assumptions

- Maximo Spatial is installed and utilized for GIS integration.
- There are linear point assets in Avantis that are not in GIS, and this data will need to be loaded into Maximo.
- Up to 25 GIS linear point feature classes (layers) will be configured to be linked to Maximo, and the associated GIS data will be loaded into Maximo per the data maps.

1.6.3. Sprint 3 - C2M and ProjectHub Asset Integrations

1.6.3.1 Small/Large Meter Asset Creation - Inbound C2M Integration

TRM will lead a remote workshop with the LVVWD/SNWA Core Project Team and the C2M SME to determine the requirements and design for the inbound C2M interface touch point(s) for small and large meter asset creation. The following tasks will then be completed.

- TRM will create the C2M IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Maximo C2M IDD
- TRM and LVVWD/SNWA will jointly build and unit test the C2M interface on Maximo DEV and a C2M DEV environment.

- TRM and LVVWD/SNWA will jointly load Small and Large Meter data into Maximo DEV using the C2M interface.

1.6.3.2 Backflow Asset Creation and Data Sync - Inbound ProjectHub Integration

TRM will lead a remote workshop with the LVVWD/SNWA Core Project Team, GIS, and the ProjectHub SME to determine the requirements and design for the inbound ProjectHub backflow interface. The following tasks will then be completed.

- TRM will create the ProjectHub IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Maximo ProjectHub IDD
- TRM and LVVWD/SNWA will jointly build and unit test the ProjectHub interface on Maximo DEV and a ProjectHub DEV environment.
- TRM and LVVWD/SNWA will jointly load Backflow data into Maximo DEV using the ProjectHub interface

TRM will create Reports, Start Center result sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables (for Sprint 3)

- Approved C2M IDD
- Approved ProjectHub IDD
- Inbound C2M Interface configured on Maximo DEV
- Inbound Project Interface configured on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 6, Sprint 3
- Promotion of all configurations and data to Maximo TST

1.6.4. Sprint 4 – Linear Line Assets

TRM will lead an onsite workshop with SME's from Infrastructure Management, LVVWD/SNWA Maintenance, Small Systems, Distribution, and GIS. Appendix 5 provides examples of linear line assets associated with each of these work groups. TRM will gather requirements for the location hierarchy, location data mapping, asset lifecycle and asset data mapping for Linear pipeline assets.

The workshop will start with the output from the previous vertical & linear asset and locations workshops. The expectation is that by seeing what has been created from the previous workshops, TRM can apply most of the same approach to pipelines and focus the workshops on the representation of pipelines in Maximo. This workshop will review previous configurations, identify any gaps and dive into segmentation and leak identification. When the workshop is completed, TRM and LVVWD/SNWA will have come to an agreement on the process for representing pipelines in Maximo and the attribute mapping for each asset feature class between Maximo and GIS. The following tasks associated with this workshop will be completed.

- TRM will document the requirements and update the Maximo process flow from the workshop and submit them for approval.
- TRM will document the field level data map for GIS attributes.
- TRM will update the GIS IDD to capture additional interface's requirements and design.
- LVVWD/SNWA will approve the Maximo Location and Asset requirements, GIS IDD and Maximo process flow
- TRM will configure Maximo Locations and Assets Applications
- TRM will create the Location Hierarchies
- TRM will configure the GIS Integration
- TRM will load the data for locations and assets records from the GIS system

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Asset and Location data maps
- Maximo DEV configured to meet approved Asset and Location application requirements
- Approved GIS IDD
- Two-Way GIS Integration configured on Maximo DEV
- Location and Asset Data Load on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 6, Sprint 4
- Promotion of all configurations and data to Maximo TST

Assumptions

- Maximo Spatial is installed and utilized for GIS integration
- Up to 5 GIS linear point feature classes (layers) will be configured to be linked to Maximo, and the associated GIS data will be loaded into Maximo per the data maps.
- The workshop associated with this sprint will need to explore the “Purpose of having Waterlines in Maximo” with stakeholders. This effort will help identify the key attributes needed in Maximo. Waterlines/Pipelines are segmented in GIS based on Project, Diameter, Material, Record Drawing Sheet and at tees and junctions. Exploring the attributes needed in Maximo to generate work, PMS, etc. might help understand the additional architecture necessary to support waterlines in Maximo and the additional level of effort required to establish and maintain this relationship.

1.6.5. Sprint 5 – Attached Documents Data Migration - Assets

TRM will lead a remote workshop with the LVVWD/SNWA Project Core team, applicable workstream SMEs, and LVVWD/SNWA IT to determine the process to migrate Attached Document records used in Avantis to Maximo. This will include defining the data mapping needed to load the existing Asset related document links data to Maximo as well as a plan to move the associated files to the Maximo application servers from their current locations. The following tasks will be completed after the workshop.

- TRM will document the data map for Asset related document links used in Avantis
- TRM and LVVWD/SNWA will prepare the Asset related document links source data for loading to Maximo, including the naming of document files
- TRM will load the Asset related document links data to Maximo DEV.
- LVVWD/SNWA will coordinate with TRM to move the Asset related Attached Document files to the Maximo DEV server.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Asset related document links data map
- Asset related Document Links Data Load on Maximo DEV
- Test Scripts for Task 6, Sprint 5
- Promotion of all configurations and data to Maximo TST

Assumptions

- For attached documents that are linked in Avantis, LVVWD/SNWA will be responsible for moving these document files to the associated Maximo application server. This includes documents that reside in the Avantis database and in network drives today. TRM will provide a means for LVVWD/SNWA to perform this task (e.g., provide access to a staging folder or direct access to the Maximo application servers).

1.6.6. Sprint 6 – Redeye – Attached Documents

TRM will lead a remote workshop with appropriate SNWA workstream leads (WSL), including IT, GIS and WSL that oversee asset hierarchies. This workshop will include defining the requirements and design for the process to access Asset related documents from Redeye using Maximo. TRM will also define the data mapping needed to load the document links for existing Asset related documents in Redeye to Maximo. When the workshop is completed, TRM and LVVWD/SNWA will have come to an agreement on the process to manage how Asset documents/files are linked to, and accessed from, Redeye using Maximo.

During the workshop, TRM will work with SNWA to formalize the process upon which RedEye ARTIFACTID's are managed, preferably within Maximo. SNWA has an existing process that populates ARTIFACTID during the as-building process. This effort will review and reach consensus on the most appropriate method that accounts for Maximo functionality and suitability of SNWA's existing processes. The results may include leveraging existing process and adding additional functionality from within Maximo.

SNWA has developed existing API's to perform basic functions (GET, POST, DELETE) to manage/obtain ARCTIFACTID's needed to access RedEye drawings via URL. However, this REST service is based on IDFEATURE to ARTIFACTID relationships populated during the as-building process. During the workshop, TRM will work with LVVWD/SNWA representatives to architect the methods best suited for Maximo, considering the existing methods in operation at SNWA.

Depending on the results:

1. New methods (API's) will be developed by TRM.
2. Modifications of existing methods will be performed by SNWA.

TRM will integrate the methods within Maximo where appropriate.

The following tasks associated with this workshop will be completed.

- TRM will develop the Redeye Attached Documents IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Redeye Attached Documents IDD
- TRM will configure the Redeye Attached Document Integration.
- TRM will provide guidance and technical support as part of the Maximo to GIS integration efforts to add capability to access RedEye drawings from within Maximo. This information (RedEye ARTIFACTID) will come directly from SNWA GIS which maintains the ARTIFACTID to GIS FEATUREID relationship.
- TRM will document the data map for linked Asset documents in Redeye
- TRM and LVVWD/SNWA will prepare the linked Asset documents source data for loading to Maximo
- TRM will load the Asset document links data for Redeye to Maximo DEV.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.
- TRM will promote the accepted configurations (no data) for Task 6 sprints to Maximo PRD after all sprints for this task have been completed.

Deliverables

- Approved Redeye Attached Documents IDD
- Redeye Attached Documents Integration configured on Maximo DEV
- Redeye Asset document links data map
- Redeye Asset document links Data Load on Maximo DEV
- Test Scripts for Task 6, Sprint 6
- Promotion of all configurations and data to Maximo TST
- Promotion of all accepted configurations from each sprint to Maximo PRD

Assumptions

- Existing Redeye API custom functionality developed by LVVWD/SNWA may be used in the final RedEye Attached Documents integration.

1.7. Task 7 – Build Inventory Management

1.7.1. Inventory Management Workshop

TRM will lead an onsite workshop with SME's from LVVWD/SNWA Material Services, the LVVWD/SNWA Core team and IT's integration representatives. TRM will gather requirements for inventory management, including for rotating items. This will include defining the processes to add, update, and remove inventory item records in Maximo, including approvals and notifications. The Maximo functionality to support this process will replace the existing Inventory ACD (add/change/delete) custom application currently used by LVVWD/SNWA. When the workshop is completed TRM and LVVWD/SNWA will have come to an agreement on how to initiate a new item master record, and Maximo/mobile processes for cycle counts, issuing and re-ordering. The high-level requirements for initiating automatic reorder and the external integration for these PR's to Coupa will be identified. The following tasks associated with this workshop will be completed.

- TRM will document the requirements and Maximo process flows from the workshop and submit them for approval.
- LVVWD/SNWA will approve the Maximo Inventory requirements and Maximo process flows

Deliverables

- Requirements matrix and Maximo process flow document

Assumptions

- The Warehouse managers work in the Material Services Department
- There are no inbound integrations for inventory
- New Item Request Workflow will be executed in Maximo
- The Integration Design Documents (IDDs) will be created during the sprints

1.7.2. Sprint 1 – Item Master

During this sprint, TRM will focus on the item master application which is its own application in Maximo. TRM will configure Maximo based on the approved requirements matrix and the associated Maximo process flows. It is expected that the requirements and Maximo process flows may be refined with slight modifications to the approved requirements. TRM will update the requirements document and Maximo flows and seek LVVWD/SNWA approval for new or updated requirements. The following tasks associated with this sprint will be completed.

- TRM will update the requirements and the Maximo process flows from the workshop and submit them for approval.
- TRM will document the field level data map for Item Master and associated attached documents data
- TRM will configure Maximo Item Master Application
- TRM will create Item Master Approval functionality
- TRM will load Item Master and associated attached documents data from Avantis
- LVVWD/SNWA will approve the Maximo Item Master requirements and Maximo process

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Maximo DEV configured to meet approved Item Master and Item Approval application requirements
- Item Master and associated attached documents Data Load on Maximo DEV
- Test Scripts for Task 7, Sprint 1
- Promotion of all configurations and data to Maximo TST

Assumptions

- For attached documents that are linked in Avantis, LVVWD/SNWA will be responsible for moving these document files to the associated Maximo application server. This includes documents that reside in the Avantis database and in network drives today. TRM will provide a means for LVVWD/SNWA to perform this task (e.g., provide access to a staging folder or direct access to the Maximo application servers).
- Reports will be created as part of the inventory sprints

1.7.3. Sprint 2 – Inventory

During this sprint TRM will focus on the inventory application which is its own application in Maximo. TRM will configure Maximo based on the approved requirements matrix and the associated Maximo process flow. It is expected that the requirements and Maximo process flows may be refined with slight modifications to the approved requirements. TRM will update the requirements document and Maximo flow and seek LVVWD/SNWA approval for new or updated requirements. The following tasks associated with this sprint will be completed.

- TRM will update the requirements and the Maximo process flow from the workshop and submit them for approval.
- TRM will document the field level data map for Inventory
- TRM will configure Maximo/Maximo Mobile Inventory Application
- TRM will load LVVWD/SNWA storerooms/warehouses
- TRM will load Inventory data from Avantis, including rotating assets (if any)
- TRM will create Reports, Start Center result sets and KPI's
- LVVWD/SNWA will approve the Maximo Inventory requirements and Maximo process

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Maximo DEV configured to meet approved Inventory application requirements
- Storeroom/Warehouse and Inventory Data Load on Maximo DEV
- Maximo Work Center or Maximo Mobile Configured on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 7, Sprint 2

- Promotion of all configurations and data to Maximo TST

Assumptions

- If IBM has not released an inventory mobile application, LVVWD/SNWA will utilize Maximo Work Centers.

1.7.4. Sprint 3 – Inventory Transactions

TRM will configure the Maximo Inventory Usage application and Maximo Mobile Issues and Returns application per the approved requirements. TRM will also lead a remote workshop with the LVVWD/SNWA Core Project Team and SME's from EBS and the LVVWD/SNWA Integrations team. The purpose of this workshop will be to further refine the requirements and develop the design for the outbound inventory transactions interface to EBS. TRM will then complete the following tasks.

- TRM will create the Inventory Transactions IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Maximo EBS IDD
- TRM will document the field level data map for Inventory transactions
- TRM will load historical Inventory transactions data from Avantis
- TRM and LVVWD/SNWA will jointly build and unit test the Inventory Transactions interface on Maximo DEV and an EBS DEV environment.
- TRM will design and develop the Inventory Issues report in Maximo to replace the existing report.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Maximo DEV configured to meet approved Inventory Usage and Maximo Mobile Issues and Returns application requirements
- Approved EBS Inventory Transaction IDD
- Inventory Transaction Data Load (historical data) on Maximo DEV
- Outbound EBS Inventory Transaction Integration configured on Maximo DEV
- Inventory Issues report loaded on Maximo DEV
- Test Scripts for Task 7, Sprint 3
- Promotion of all configurations and data to Maximo TST

Assumptions

- Maximo Mobile Issues and Returns application will be available from IBM by the time this sprint is started.
- LVVWD/SNWA has made the decision to load historical Inventory Transaction data into Maximo.

1.7.5. Sprint 4 – Re-Order Outbound Purchase Requisition (PR)

TRM will lead a remote workshop with SME's from Material Services, Coupa and LVVWD/SNWA Integrations. During this sprint TRM will focus on the inventory re-order process which includes an outbound PR integration to Coupa. When the workshop is complete TRM and LVVWD/SNWA will have come to an agreement on how the re-order process in Maximo will work. For example, Maximo does not utilize typical Max / Min fields, but instead utilizes re-order points and economic order quantity values to generate the re-order amounts. TRM will then complete the following tasks.

- TRM will create the Purchase Request IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Maximo PR IDD
- TRM will configure the Maximo PR application and Re-order settings
- TRM and LVVWD/SNWA will jointly build and unit test the PR interface on Maximo DEV and a Coupa DEV environment.
- TRM will create detailed data maps or templates for PR data loading
- TRM will load open PR records from Avantis

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.
- TRM will promote the accepted configurations (no data) for Task 7 sprints to Maximo PRD after all sprints for this task have been completed.

Deliverables

- Maximo DEV configured to meet approved PR application and Re-Order requirements
- Approved PR IDD
- PR Data Load (open PRs only) on Maximo DEV
- Outbound PR Integration to Coupa configured on Maximo DEV
- Test Scripts for Task 7, Sprint 4
- Promotion of all configurations and data to Maximo TST

- Promotion of all accepted configurations from each sprint to Maximo PRD

Assumptions

- LVVWD/SNWA will use out of the box Maximo re-order process and fields
- Historic PRs for Inventory Replenishment is not included in the data migration plan
- PR reports are run from Coupa

1.8. Task 8 – Build Purchasing

1.8.1. Purchasing Workshop

TRM will lead an onsite workshop with SME's from LVVWD/SNWA Purchasing department, LVVWD/SNWA Core team and IT's integration representatives. TRM will gather requirements for the Maximo Purchasing applications and for the Purchasing inbound and outbound integrations. The following Maximo-Coupa integration touch points will be discussed.

- Remote Approver (Maximo outbound)
- PO and Receipts (Maximo inbound)
- Invoices (Maximo inbound)
- P-Card Expenses (Maximo inbound)

During the workshop, TRM will facilitate discussions to identify any discrepancies between Coupa's purchasing process and Maximo purchasing process. For example, Maximo does not allow the re-opening of a closed PO. If Coupa allows this function, there would need to be an adjustment to the current PO business process. The design of the Purchasing integrations will be defined during the workshop. The following tasks associated with this workshop will be completed.

- TRM will document the Maximo Purchasing application requirements and Maximo process flow from the workshop and submit them for approval.
- TRM will create the Purchasing IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Maximo Purchasing application requirements and Maximo process flow.
- LVVWD/SNWA will approve the Purchasing IDD.

Deliverables

- Requirements matrix and Maximo process flow document
- Purchasing IDD

Assumptions

- LVVWD/SNWA processes will work with Maximo PO Functionality
- There are no outbound integrations for PO's, Receipts or Invoices
- Purchasing Reports are run from Coupa

1.8.2. Sprint 1 – Remote Approver – Coupa Integration

During this sprint, TRM will focus on the 2-way Work Order validation integration between Maximo and Coupa. The following tasks associated with this sprint will be completed.

- TRM and LVVWD/SNWA will jointly build and unit test the 2-way Work Order validation interface on Maximo DEV and a Coupa DEV environment.
- TRM will update the requirements matrix and IDD, as needed.

- LVVWD/SNWA will approve updated requirements and the integration design, as needed.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's integrations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured integrations in Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- Updated and Approved Maximo Interface Design Document – Coupa Purchasing
- 2-way Work Order validation integration configured on Maximo DEV
- Test Scripts for Task 8, Sprint 1
- Promotion of all configurations to Maximo TST

Assumptions

- LVVWD/SNWA will provide the requirements for the outbound record

1.8.3. Sprint 2 – Purchase Orders (PO) and Receipts

During this sprint TRM will focus on the inbound integration for Purchase Orders and Receipts from Coupa (for the stock purchasing process). Note that the non-stock purchasing integrations will be covered in SOW Work Task 1.10. The following tasks associated with this sprint will be completed.

- TRM will configure the Maximo PO and Receiving applications based on approved requirements
- TRM and LVVWD/SNWA will jointly build and unit test the inbound integration for Purchase Order interface on Maximo DEV and a Coupa DEV environment
- TRM and LVVWD/SNWA will jointly build and unit test the inbound integration for the Receipts interface on Maximo DEV and a Coupa DEV environment
- TRM will update the requirements matrix and IDD, as needed
- LVVWD/SNWA will approve updated requirements and the integration design, as needed.
- TRM will load open PO's and associated Receipts into Maximo DEV from Coupa.
- TRM will create detailed data maps or templates for PO records and associated Receipts
- TRM will load historical PO's and associated Receipts from Avantis into Maximo.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application)
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Updated and Approved Maximo Interface Design Document – PO's and Receipts
- Maximo DEV configured to meet approved PO and Receiving application requirements
- Inbound integration for Purchase Order configured on Maximo DEV
- Inbound integration for Receipts configured on Maximo DEV
- PO and associated Receipts Data Load for open PO's on Maximo DEV
- PO and associated Receipts Data Load for closed PO's (historical data) on Maximo DEV
- Test Scripts for Task 8, Sprint 2
- Promotion of all configurations and data to Maximo TST

Assumptions

- PO's are not updated in Maximo
- All Receipts are completed in Coupa
- Open PO and associated Receipt data can be loaded to Maximo using the inbound Coupa interface
- LVVWD/SNWA has made the decision to load historical PO and Receipts data into Maximo
- A Maximo requirement will be to have the ability to batch serialize Assets during the receipts process (for rotating assets).

1.8.4. Sprint 3 – Invoices

During this sprint TRM will focus on the inbound integration for Invoices from Coupa (for the stock purchasing process). Note that the non-stock purchasing integrations will be covered in SOW Work Task 1.10. The following tasks associated with this sprint will be completed.

- TRM will configure the Maximo Invoices application based on approved requirements
- TRM and LVVWD/SNWA will jointly build and unit test the inbound integration for Invoice interface on Maximo DEV and a Coupa DEV environment
- TRM will update the requirements matrix and IDD, as needed.
- LVVWD/SNWA will approve updated requirements and the integration design, as needed.
- TRM will load Invoices for open PO's into Maximo from Coupa.

- TRM will create detailed data maps or templates for Invoices
- TRM will load historical Invoices for associated PO's from Avantis into Maximo.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Updated and Approved Maximo Interface Design Document – Invoices
- Maximo DEV configured to meet approved Invoices application requirements
- Inbound integration for Invoices configured on Maximo DEV
- Invoice Data Load for open PO's on Maximo DEV
- Invoice Data Load for closed PO's (historical data) on Maximo DEV
- Test Scripts for Task 8, Sprint 3
- Promotion of all configurations and data to Maximo TST

Assumptions

- Invoices are not updated in Maximo
- Invoice data for open PO records can be loaded to Maximo using the inbound Coupa interface
- LVVWD/SNWA has made the decision to load historical Invoice data into Maximo

1.8.5. Sprint 4 – P-Card Expenses – Inbound Coupa Integration

During this sprint, TRM will focus on the inbound integration for P-Card Expenses from Coupa. The following tasks associated with this sprint will be completed.

- TRM and LVVWD/SNWA will jointly build and unit test the inbound integration for P-Card Expense interface on Maximo DEV and a Coupa DEV environment.
- TRM will update the requirements matrix and IDD, as needed.
- LVVWD/SNWA will approve updated requirements and the integration design, as needed.
- TRM will create detailed data maps or templates for P-Card Expense data.
- TRM will load P-Card Expense data for associated open Work Orders into Maximo from Coupa.

- TRM will load historical P-Card Expense data for associated closed Work Orders from Coupa into Maximo.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.
- TRM will promote the accepted configurations (no data) for Task 8 sprints to Maximo PRD after all sprints for this task have been completed.

Deliverables

- Updated and Approved Maximo Interface Design Document – P-Card Expenses
- Inbound integration for P-Cards configured on Maximo DEV
- P-Card expense data load for open WO's on Maximo DEV
- P-Card expense data load for closed WO's (historical data) on Maximo DEV
- Test Scripts for Task 8, Sprint 4
- Promotion of all configurations and data to Maximo TST
- Promotion of all accepted configurations from each sprint to Maximo PRD

Assumptions

- P-Card reconciliation is completed in Coupa
- P-Card transactions in Maximo reference work orders
- P-Card expense transactions associated with open Work Orders can be loaded to Maximo using the inbound Coupa interface
- LVVWD/SNWA has made the decision to load historical P-Card expense data into Maximo
- The task to load the majority of the P-Card Expense data will be deferred until the work orders have been loaded.

1.9. Task 9 – Build Capital Planning Support

1.9.1. Capital Planning Workshop

TRM will lead an onsite workshop with SME's from Infrastructure Management and LVVWD/SNWA Core team. TRM will gather requirements for Capital Planning Support. TRM will review the project module in Maximo and the relationship with work orders. LVVWD/SNWA will provide expectations

of the data they need from Maximo to assist them with their capital planning efforts and project tracking requirements. The following tasks associated with this workshop will be completed.

- TRM will document the requirements and Maximo process flow from the workshop and submit them for approval.
- LVVWD/SNWA will approve the Maximo Capital Planning requirements and Maximo process flow.

Deliverables

- Requirements matrix and Maximo process flow document

Assumptions

- Capital Planning does not require their own custom Maximo applications.
- Capital project data will be loaded as project records and work orders
- Maximo data is an input to the capital planning process

1.9.2. Sprint 1 – Capital Planning

TRM will configure Maximo and load the data for project records in Maximo and a small sample of project work orders. TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.
- TRM will promote the accepted configurations (no data) for Task 9 sprints to Maximo PRD after all sprints for this task have been completed.

Deliverables

- Maximo Configuration on Dev
- Data loaded for Project Records and a small sample of project work orders
- Reports, Start Centers and KPI's
- Test Scripts for Task 9, Sprint 1
- Promotion of all configurations and data to Maximo TST
- Promotion of all accepted configurations from each sprint to Maximo PRD

Assumptions

- Project Work Orders are created by other organizations and those details will be discussed in the work order workshops.

1.10. Task 10 – Build Work Order Initiation and Approval

1.10.1. Work Order Initiation Workshops

TRM will lead two onsite workshops with SME's from LVVWD/SNWA maintenance, Small Systems, Facilities, CCFS, Distribution, Water Quality & Treatment and Backflow. TRM will gather requirements for the work order initiation and approval process. These SMEs only need to attend one of the workshops. Two workshops are being conducted to ensure all requested SMEs can attend one of them. TRM will guide the group through the identification of requirements to initiate a work request through the use of a service request and/or a work order. TRM will collect high level requirements for creating a work order or service request from the C2M, ProjectHub, SysIQ, Viryanet, and HydroWeb inbound interfaces. Additionally, the representatives will agree on shared values such as work types, work priorities, status codes and failure codes. When the workshops are completed, TRM and LVVWD/SNWA will have come to an agreement on how work is initiated from outside of the maintenance organizations and from within the organization. The following tasks associated with this workshop will be completed.

- TRM will document the requirements and Maximo process flow from the workshop and submit them for approval.

Deliverables

- Documented Requirements and Maximo process flow

Assumptions

- TRM will start the workshop with AAM values and processes.
- TRM will have recommendations based on previous demos and workshops
- Detailed Integration requirements and design details (IDD) will be created in each sprint.

1.10.2. Sprint 1 – Build Work Order Initiation

During this sprint, TRM will focus on the Service Request and Work Order Tracking applications in Maximo. TRM will configure Maximo based on the approved requirements matrix and the associated Maximo process flow. Work Initiation has many nuances and crosses all departments at LVVWD/SNWA. It is expected that requirements may need to be refined during the build process, so TRM will update any requirement changes and Maximo process flow changes. Significant requirement changes will be re-submitted for approval. The following tasks associated with this sprint will be completed.

- TRM will configure Service Request and Work Order Applications
- TRM will update the requirements and the Maximo process flow from the workshop and submit them for approval.
- LVVWD/SNWA will approve the updated Requirements Matrix and Maximo process flow

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment

- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Maximo DEV configured to meet approved Service Request and Work Order application requirements
- Test Scripts for Task 10, Sprint 1
- Promotion of all configurations to Maximo TST

Assumptions

- Reports will be created as part of Sprint 5 – Data Load

1.10.3. Sprint 2 – Customer/Address – Inbound C2M Integration

TRM will lead a remote integration design workshop for the inbound C2M Customer/Address interface with SME's from LVVWD/SNWA Integrations and C2M. The following tasks will then be completed.

- TRM will create the Customer and Customer Address IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Maximo Customer and Customer Address IDD
- TRM will configure the People and Service Address application, per the requirements defined earlier in this task.
- TRM and LVVWD/SNWA will jointly build and unit test the Customer and Customer Address interface on Maximo DEV and a C2M DEV environment.
- TRM will load Customer and Customer Address records to Maximo DEV utilizing the interface.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- LVVWD/SNWA will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Maximo DEV configured to meet approved People and Service address requirements
- Approved C2M Customer/Address IDD
- Inbound integration for Customer/Address from C2M
- Customer and Customer Address Data Load on Maximo DEV
- Test Scripts for Task 10, Sprint 2
- Promotion of all configurations and data to Maximo TST

Assumptions

- Customer data is not updated in Maximo
- Customer and Customer Address data can be loaded to Maximo using the inbound C2M interface.

1.10.4. Sprint 3 – Work Order Inbound Integrations

TRM will lead a remote design workshop for each of the 4 sets of Work Order inbound integrations listed below. Workshops will be conducted with SME's from LVVWD/SNWA Integrations and an SME from each external system.

- C2M Work Initiation inbound interface
- ProjectHub Work Initiation inbound interface
- SysIQ Work Initiation and Viryanet Work Initiation inbound interfaces
- HydroWeb Work Initiation inbound interface

The following tasks will then be completed.

- TRM will create the following new IDD's, or update the existing IDD, to capture the requirements and design for each respective Work Initiation integration touch point.
 - C2M (existing IDD)
 - ProjectHub (existing IDD)
 - SysIQ (new IDD)
 - Viryanet (new IDD)
 - HydroWeb (new IDD)
- LVVWD/SNWA will approve each of the 5 submitted IDD's
- TRM and LVVWD/SNWA will jointly build and unit test the C2M inbound interface on Maximo DEV and a C2M DEV environment.
- TRM and LVVWD/SNWA will jointly build and unit test the ProjectHub inbound interface on Maximo DEV and a ProjectHub DEV environment.
- TRM and LVVWD/SNWA will jointly build and unit test the SysIQ inbound interface on Maximo DEV and a SysIQ DEV environment.
- TRM and LVVWD/SNWA will jointly build and unit test the Viryanet inbound interface on Maximo DEV and a Viryanet DEV environment.
- TRM and LVVWD/SNWA will jointly build and unit test the Hydro Web inbound interface on Maximo DEV and a Hydro Web DEV environment.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured integrations using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- Approved C2M IDD
- Approved ProjectHub IDD
- Approved SysIQ IDD
- Approved Viryanet IDD
- Approved HydroWeb IDD
- Inbound integration for C2M on Maximo DEV
- Inbound integration for ProjectHub on Maximo DEV
- Inbound integration for SysIQ on Maximo DEV
- Inbound integration for Viryanet on Maximo DEV
- Inbound integration for Hydro Web on Maximo DEV
- Test Scripts for Task 10, Sprint 3
- Promotion of all configurations to Maximo TST

Assumptions

- These integrations may create either a Service Request or Work Order in Maximo. This decision will be made during the Work Initiation workshops.
- The decision to interface or replace an external system will be made during the Interface Planning workshop in SOW Task 3.

1.10.5. Sprint 4 – Non-Stock Purchasing Process

TRM will lead a remote workshop to define the requirements and design for the process of purchasing non-stock items and services needed for a Work Order and for the associated PR, PO, Receipts, and Invoices Coupa integration. The LVVWD/SNWA workshop attendees will include SMEs from the maintenance work streams (LVVWD/SNWA maintenance, Small Systems, Facilities, CCFS, Distribution, Water Quality & Treatment and Backflow), Purchasing, LVVWD/SNWA integrations and Coupa. The following tasks will then be completed.

- TRM will document the requirements and Maximo process flow from the workshop.
- TRM will update the Coupa Purchasing IDD to capture the interface requirements and design.

- LVVWD/SNWA will approve the updated Requirements Matrix, Maximo process flow, and updated Coupa Purchasing IDD.
- TRM will configure the applicable Work Order and Purchasing applications in Maximo DEV based on the approved requirements.
- TRM and LVVWD/SNWA will jointly build and unit test the non-stock purchasing configurations for the Coupa Purchasing interface on Maximo DEV and a Coupa DEV environment.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality and data
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- LVVWD/SNWA will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Requirements matrix
- Maximo DEV configured to meet approved non-stock purchasing requirements
- Approved Coupa Purchasing IDD (for non-stock purchasing processes)
- Coupa Integration for non-stock purchasing processes on Maximo DEV
- Test Scripts for Task 10, Sprint 4
- Promotion of all configurations and data to Maximo TST

Assumptions

- PR creation in Maximo will be restricted to planners and maintenance supervisors.
- Viryanet will not be used to initiate the PR creation process.

1.10.6. Sprint 5 – Work Order Outbound Integrations

TRM will lead a remote design workshop for each of the 2 Work Order/Request outbound integrations associated with Viryanet and GIS. Workshops will be conducted with SME's from LVVWD/SNWA Integrations and an SME from Viryanet and GIS. TRM will conduct an integration design workshop for the outbound Viryanet work order/request interface and a workshop for linking Maximo work orders to GIS. The following tasks will then be completed.

- TRM will create the following new IDD, or update the existing IDD, to capture the requirements and design for each respective Work Order/Request outbound integration touch point.
 - Viryanet (new IDD)
 - GIS (existing IDD)

- LVVWD/SNWA will approve each of the 2 submitted IDD's
- TRM and LVVWD/SNWA will jointly build and unit test the Viryanet Work Order/Request interface on Maximo DEV and a Viryanet DEV environment.
- TRM and LVVWD/SNWA will jointly build and unit test the Work Order GIS interface on Maximo DEV and a GIS DEV environment.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured integrations using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.

Deliverables

- Approved Work Order/Request Viryanet Interface IDD
- Approved Work Order GIS Interface IDD
- Outbound Work Order/Request integration for Viryanet
- Outbound Work Order integration for GIS
- Test Scripts for Task 10, Sprint 5
- Promotion of all configurations and data to Maximo TST

Assumptions

- If there is a need to query and view work orders on a Maximo and/or Maximo Mobile map, LVVWD/SNWA will create, if not already available, a GIS work order layer. This also enables GIS to receive work order data from Maximo, if this is desired. One work order feature class will be created in GIS and linked to Maximo work order records, except for the "paving" work order described below.
- There will be the need to create a GIS feature class (layer) for a "paving" work order. The attributes associated with this work order related feature class will be sent from Maximo to GIS and then to the e-Builder system using an existing GIS to e-Builder interface.
- If the current solution of providing work order data from Avantis to GIS (using an Oracle database view) is desired with Maximo, LVVWD/SNWA will develop the necessary queries to access the Maximo data.
- LVVWD/SNWA has made the decision to not replace Viryanet with Maximo functionality.
- The decision on whether to integrate both Work Orders and Work Requests between Maximo and Viryanet will be made during the workshop.

1.10.7. Sprint 6 – Work Order Data Load & Reports

During this sprint, TRM will focus on loading open work orders and associated attached document data from Avantis and creating the reports identified during the Work Initiation workshops. The following tasks associated with this sprint will be completed.

- TRM will document the field level data map for open work orders and associated attached documents
- TRM will load Open Work Order and associated attached document data from Avantis
- TRM will create Reports, Start Center result sets and KPI's

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations and migrated data.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality and data loaded using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations and load data to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality and data after testing is complete.
- TRM will promote the accepted configurations (no data) for Task 10 sprints to Maximo PRD after all sprints for this task have been completed.

Deliverables

- Updated Requirements and Maximo process flow, as applicable
- Work Order and associated attached documents Data Load for open Work Orders on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 10, Sprint 6
- Promotion of all configurations and data to Maximo TST
- Promotion of all accepted configurations from each sprint to Maximo PRD

Assumptions

- Work Order Transaction data (e.g., Labor hours/costs) is not loaded in this sprint.
- Historic Work Order data is not loaded in this sprint.
- For attached documents that are linked in Avantis, LVVWD/SNWA will be responsible for moving these document files to the associated Maximo application server. This includes documents that reside in the Avantis database and in network drives today. TRM will provide a means for LVVWD/SNWA to perform this task (e.g., provide access to a staging folder or direct access to the Maximo application servers).

1.11. Task 11 – Build Work Order Completion

1.11.1. Scheduler and Graphical Assignment Training

TRM will conduct two three-day onsite Maximo Scheduler and Graphical Assignment training sessions. One of these sessions should be attended by all persons that will attend the Work Order completion workshops and will be responsible for scheduling and assigning work in Maximo.

Deliverables

- Delivery of Maximo Scheduler and Graphical Assignment training (two three-day classes)
- PDF version of the training manuals

Assumptions

- Training will be conducted on Maximo TST
- LVVWD/SNWA is responsible for printing materials

1.11.2. Work Order Integration Requirements Workshops

TRM will lead a remote workshop with SME's from LVVWD/SNWA Core Team, IT Integration group and representatives from the external systems. TRM will gather requirements for the work order related integrations associated with sending captured work order and attached document data from external systems (including Viryanet) to Maximo. The work order completion process is very nuanced as each work stream and asset class has different requirements for capturing data when completing a work order. TRM will start with the integration requirements because it gives a broad view of the different requirements by different divisions. When the workshop is completed, TRM and LVVWD/SNWA will have come to an agreement on what data needs to be captured and transmitted to external systems.

Deliverables

- Documented Integration Requirements

Assumptions

- The IDD's will be created during Sprint #8 – Work Order Interfaces
- The current Avantis to e-Logger interface will not be re-created for Maximo. The Maximo "Work Log" functionality will be used to meet the logging needs for work orders or work requests. If configuration is required to meet LVVWD/SNWA's requirements, this will be identified during the subsequent requirements workshops in this task.

1.11.3. Sprint 1 – Facilities Maintenance

TRM will lead a remote workshop with SME's from Facilities Maintenance. TRM will gather requirements for capturing the work order data fields that are required by facilities maintenance. TRM will demonstrate the use of inspection forms and the mobile system and will facilitate gaining agreement on the data attributes and method for capturing the required data. During the workshop, TRM will map the work order completion data from Avantis. The following tasks associated with this workshop will be completed.

- TRM will document the requirements for Maximo and Mobile applications and create Maximo process flows for scheduling and assigning work.
- TRM will document the requirements for capturing actual labor and work order data.
- LVVWD/SNWA will approve the updated Requirements Matrix and Maximo process flow
- TRM will configure Maximo and Maximo Mobile applications

- TRM will create Inspection forms
- TRM will load the completion data for open work orders on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will load closed work order header records (historical data) and associated attached documents data on Maximo DEV
- TRM will load the completion data for closed work orders (historical data) on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will work with the SME's to establish the queries for the scheduler and assignment application to work for the facilities work stream.
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA workshop participants will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Maximo DEV Configured for Work Orders
- Inspection Forms created in Maximo DEV
- Operational Work Management Mobile/Field system connected to Maximo DEV
- Maximo Schedules and Assignments created in Maximo DEV
- Work Order completion Data Load (for open Work Orders) on Maximo DEV including associated PO, Receipts, and Invoice records
- Work Order header records and associated attached documents Data Load for closed Work Orders (historical data) on Maximo DEV.
- Work Order completion Data Load for closed Work Orders (historical data) on Maximo DEV including associated PO, Receipts, and Invoice records
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 11, Sprint 1
- Promotion of all configurations and data to Maximo TST

Assumptions

- Maximo Mobile solution is used by Facilities Maintenance.
- LVVWD/SNWA has made the decision to load historical Work Order header and completion data for closed Work Orders into Maximo.
- Work Orders will be able to be identified in Avantis by work stream.

1.11.4. Sprint 2 – Vertical Facilities

TRM will lead a remote workshop with SME's that manage vertical assets from LVVWD/SNWA Maintenance, Small Systems, and Water Quality & Treatment. TRM will gather requirements for capturing the workorder data fields that are required to manage the vertical assets by these groups (see Appendix 2). TRM will demonstrate the use of inspection forms and the mobile system and will facilitate gaining agreement on the data attributes and method for capturing the required data. During the workshop TRM will map the work order completion data from Avantis. The following tasks associated with this workshop will be completed.

- TRM will document the requirements for Maximo and Mobile applications and create Maximo process flows for scheduling and assigning work.
- TRM will document the requirements for capturing actual labor and work order data.
- LVVWD/SNWA will approve the updated Requirements Matrix and Maximo process flow
- TRM will configure Maximo and Maximo Mobile applications
- TRM will create Inspection forms
- TRM will load the completion data for open work orders on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will load closed work order header records (historical data) and associated attached documents data on Maximo DEV
- TRM will load the completion data for closed work orders (historical data) on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will work with the SME's to establish the queries for the scheduler and assignment application to work for the LVVWD/SNWA Maintenance, Small Systems, Water Quality & Treatment work streams.
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA workshop participants will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Maximo DEV Configured for Work Orders
- Inspection Forms created in Maximo DEV
- Operational Work Management Mobile/Field system connected to Maximo DEV
- Maximo Schedules and Assignments created in Maximo DEV

- Work Order completion Data Load (for open Work Orders) on Maximo DEV including associated PO, Receipts, and Invoice records
- Work Order header records Data Load for closed Work Orders (historical data) and associated attached documents on Maximo DEV
- Work Order completion Data Load for closed Work Orders (historical data) on Maximo DEV including associated PO, Receipts, and Invoice records
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 11, Sprint 2
- Promotion of all configurations and data to Maximo TST

Assumptions

- Maximo Mobile solution is used by LVVWD/SNWA Maintenance, Small Systems, Water Quality & Treatment.
- LVVWD/SNWA has made the decision to load historical Work Order header and completion data for closed Work Orders into Maximo.
- Work Orders will be able to be identified in Avantis by work stream.

1.11.5. Sprint 3 – Valves, Vaults and Hydrants

TRM will lead a remote workshop with SME's from LVVWD/SNWA Maintenance, Distribution, and GIS. TRM will gather requirements for capturing the workorder data fields that are required to manage the valves, vaults and hydrants. TRM will demonstrate the use of inspection forms and the mobile system and will facilitate gaining agreement on the data attributes and method for capturing the required data. During the workshop TRM will map the work order completion data from Avantis and gather the final requirements for the iWater interface. The following tasks associated with this workshop will be completed.

- TRM will document the requirements for Maximo and Mobile applications and create Maximo process flows for scheduling and assigning work.
- TRM will document the requirements for capturing actual labor and work order data.
- LVVWD/SNWA will approve the updated Requirements Matrix and Maximo process flow
- TRM will configure Maximo and Maximo Mobile applications
- TRM will create Inspection forms
- TRM will load the completion data for open work orders on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will load closed work order header records (historical data) and associated attached documents data on Maximo DEV
- TRM will load the completion data for closed work orders (historical data) on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will work with the SME's to establish the queries for the scheduler and assignment application to work for the LVVWD/SNWA Maintenance and Distribution work streams.
- TRM will generate reports, start center results sets and KPI's.

TRM will lead a remote workshop with the LVVWD/SNWA Integration Team and the iWater SME to determine the requirements and design for the iWater interface. The following tasks will then be completed.

- TRM will create the iWater IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the iWater IDD

- TRM and LVVWD/SNWA will jointly build and unit test the iWater interface on Maximo DEV and an iWater DEV environment.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality, including Maximo Mobile and spatial maps, using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA workshop participants will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Approved iWater Work Order IDD
- Maximo DEV Configured for Work Orders
- Inspection Forms created in Maximo DEV
- Operational Work Management Mobile/Field system connected to Maximo DEV
- Maximo Schedules and Assignments created in Maximo DEV
- iWater Work Order Integration configured on DEV
- Work Order completion Data Load (for open Work Orders) on Maximo DEV including associated PO, Receipts, and Invoice records
- Work Order header records Data Load for closed Work Orders (historical data) and associated attached documents on Maximo DEV
- Work Order completion Data Load for closed Work Orders (historical data) on Maximo DEV including associated PO, Receipts, and Invoice records
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 11, Sprint 3
- Promotion of all configurations and data to Maximo TST

Assumptions

- Maximo Mobile solution is used by LVVWD/SNWA Maintenance and Distribution.
- LVVWD/SNWA has made the decision to load historical Work Order header and completion data for closed Work Orders into Maximo.
- Work Orders will be able to be identified in Avantis by work stream.
- LVVWD/SNWA has made the decision to integrate Maximo with iWater.

1.11.6. Sprint 4 – CCFS

TRM will lead a remote workshop with SME's from CCFS, GIS, C2M, and Viryanet. TRM will gather requirements for capturing the workorder/request data fields in Viryanet that are required to

manage small meters, large meters, collectors, repeaters and service points. The associated requirements and design for the Maximo-Viryanet interface will be defined as well. Additionally, the integration requirements and design for sending attached documents captured in Viryanet to Maximo will be defined. During the workshop TRM will map the work order completion data from Avantis and gather the final requirements for the C2M interface, to include each use case where data is sent between C2M and Maximo. The following tasks associated with this workshop will be completed.

- TRM will document the requirements for Maximo applications and create Maximo process flows for scheduling and assigning work.
- TRM will update the Viryanet IDD to document the requirements and design associated with CCFS work completion use cases, including capturing actual labor and work order data.
- TRM will update the Viryanet IDD to document the requirements and design associated with attached documents captured in Viryanet.
- LVVWD/SNWA will approve the updated Requirements Matrix, Maximo process flow, and Viryanet IDD.
- TRM will configure Maximo applications
- TRM and LVVWD/SNWA will jointly build and unit test the Viryanet Work Order/Request interface based on the IDD updates on Maximo DEV and a Viryanet DEV environment.
- TRM will load the completion data for open work orders on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will load closed work order header records (historical data) and associated attached documents data on Maximo DEV
- TRM will load the completion data for closed work orders (historical data) on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will work with the SME's to establish the queries for the scheduler and assignment application to work for the CCFS work stream.
- TRM will generate reports, start center results sets and KPI's.

TRM will lead a remote workshop with the LVVWD/SNWA Integration Team and the C2M SME to determine the requirements and design for the C2M interface. The following tasks will then be completed.

- TRM will update the existing C2M IDD to capture the interface's outbound Work Order requirements and design.
- LVVWD/SNWA will approve the C2M IDD
- TRM and LVVWD/SNWA will jointly build and unit test the C2M interface on Maximo DEV and a C2M DEV environment.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment

- The LVVWD/SNWA workshop participants will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Approved updated Viryanet IDD
- Approved Oracle C2M Work Order IDD
- Maximo DEV Configured for Work Orders
- Updated Viryanet Work Order/Request integration configured on Maximo DEV
- Maximo Schedules and Assignments created in Maximo DEV
- C2M Work Order Integration configured on Maximo DEV
- Work Order completion Data Load (for open Work Orders) on Maximo DEV including associated PO, Receipts, and Invoice records
- Work Order header records Data Load for closed Work Orders (historical data) and associated attached documents on Maximo DEV
- Work Order completion Data Load for closed Work Orders (historical data) on Maximo DEV including associated PO, Receipts, and Invoice records
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 11, Sprint 4
- Promotion of all configurations and data to Maximo TST

Assumptions

- The Viryanet Mobile solution is used by CCFS.
- LVVWD/SNWA has made the decision to load historical Work Order header and completion data for closed Work Orders into Maximo.
- Work Orders will be able to be identified in Avantis by work stream.
- The decision on whether to integrate both Work Orders and Work Requests between Maximo and Viryanet will be made during the workshop in SOW Task 1.10.6.

1.11.7. Sprint 5 – Backflow

TRM will lead a remote workshop with SME's from Backflow, GIS and Viryanet. TRM will gather requirements for capturing the workorder data fields in Viryanet that are required to manage the backflow maintenance and the certification completion process. The associated requirements and design for the Maximo-Viryanet interface will be defined as well. During the workshop, TRM will map the work order completion data from Avantis. The following tasks associated with this workshop will be completed.

- TRM will document the requirements for Maximo applications and create Maximo process flows for scheduling and assigning work.
- TRM will update the Viryanet IDD to document the requirements and design associated with Backflow work completion use cases, including capturing actual labor and work order data.
- LVVWD/SNWA will approve the updated Requirements Matrix, Maximo process flow, and Viryanet IDD.

- TRM will configure Maximo applications
- TRM and LVVWD/SNWA will jointly build and unit test the Viryanet Work Order interface based on the IDD updates on Maximo DEV and a Viryanet DEV environment.
- TRM will load the completion data for open work orders on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will load closed work order header records (historical data) and associated attached documents data on Maximo DEV
- TRM will load the completion data for closed work orders (historical data) on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will work with the SME's to establish the queries for the scheduler and assignment application to work for the Backflow work stream.
- TRM will generate reports, start center results sets and KPI's.

TRM will lead a remote workshop with the LVVWD/SNWA Integration Team and the ProjectHub SME to determine the requirements and design for the integration to send Backflow inspection results from Maximo to ProjectHub. The following tasks will then be completed.

- TRM will update the existing ProjectHub IDD to capture the interface's outbound requirements and design.
- LVVWD/SNWA will approve the ProjectHub IDD
- TRM and LVVWD/SNWA will jointly build and unit test the ProjectHub inspection results interface on Maximo DEV and a ProjectHub DEV environment.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA workshop participants will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Approved updated Viryanet IDD
- Approved ProjectHub IDD
- Maximo DEV Configured for Work Orders
- Updated Viryanet Work Order integration configured on Maximo DEV
- ProjectHub inspection results integration configured on Maximo DEV
- Maximo Schedules and Assignments created in Maximo DEV
- Work Order completion Data Load (for open Work Orders) on Maximo DEV including associated PO, Receipts, and Invoice records

- Work Order header records Data Load for closed Work Orders (historical data) and associated attached documents on Maximo DEV
- Work Order completion Data Load for closed Work Orders (historical data) on Maximo DEV including associated PO, Receipts, and Invoice records
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 11, Sprint 5
- Promotion of all configurations and data to Maximo TST

Assumptions

- The Viryanet Mobile solution is used by Backflow.
- LVVWD/SNWA has made the decision to load historical Work Order header and completion data for closed Work Orders into Maximo.
- Work Orders will be able to be identified in Avantis by work stream.
- The Maximo-Viryanet attached documents integration designed and built in SOW task 1.11.7 for CCFS will meet the needs for this work stream.

1.11.8. Sprint 6 – Cathodic Protection

TRM will lead a remote workshop with SME's from Infrastructure Management to gather requirements for capturing the workorder data fields that are required to report the results of the work on the components of the Cathodic Protection system. TRM will demonstrate the use of inspection forms and the mobile system and will facilitate gaining agreement on the data attributes and method for capturing the required data. During the workshop TRM will map the work order completion data from Avantis. The following tasks associated with this workshop will be completed.

- TRM will document the requirements for Maximo and Mobile applications and create Maximo process flows for scheduling and assigning work.
- TRM will document the requirements for capturing actual labor and work order data.
- LVVWD/SNWA will approve the updated Requirements Matrix and Maximo process flow
- TRM will configure Maximo and Maximo Mobile applications
- TRM will create Inspection forms
- TRM will load the completion data for open work orders on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will load closed work order header records (historical data) and associated attached documents data on Maximo DEV
- TRM will load the completion data for closed work orders (historical data) on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will work with the SME's to establish the queries for the scheduler and assignment application to work for the Infrastructure Management work stream.
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality

- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA workshop participants will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Maximo DEV Configured for Work Orders
- Inspection Forms created in DEV
- Operational Work Management Mobile/Field system connected to Maximo DEV
- Maximo Schedules and Assignments created in Maximo DEV
- Work Order completion Data Load (for open Work Orders) on Maximo DEV including associated PO, Receipts, and Invoice records
- Work Order header records Data Load for closed Work Orders (historical data) and associated attached documents on Maximo DEV
- Work Order completion Data Load for closed Work Orders (historical data) on Maximo DEV including associated PO, Receipts, and Invoice records
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 11, Sprint 6
- Promotion of all configurations and data to Maximo TST

Assumptions

- Maximo Mobile solution is used by Cathodic Protection.
- LVVWD/SNWA has made the decision to load historical Work Order header and completion data for closed Work Orders into Maximo.
- Work Orders will be able to be identified in Avantis by work stream.

1.11.9. Sprint 7 – Water Distribution Pipes and Service Laterals, Main Breaks and Repairs

TRM will lead a remote workshop with SME's from SNWA Maintenance, Distribution, GIS, and Viryanet. TRM will gather requirements for capturing the workorder data fields in Viryanet that are required to report leaks and breaks on the pipelines for distribution and transmission. The associated requirements and design for the Maximo-Viryanet interface will be defined as well. During the workshop, TRM will map the work order completion data from Avantis.

- TRM will document the requirements for Maximo applications and create Maximo process flows for scheduling and assigning work.
- TRM will update the Viryanet IDD to document the requirements and design associated with Water Distribution Pipes and Service Laterals, Main Breaks, and Repairs work completion use cases, including capturing actual labor and work order data.
- LVVWD/SNWA will approve the updated Requirements Matrix, Maximo process flow, and Viryanet IDD.
- TRM will configure Maximo applications
- TRM and LVVWD/SNWA will jointly design, build and unit test leak identification functionality on the GIS interface on Maximo DEV and a GIS DEV environment.

- TRM and LVVWD/SNWA will jointly build and unit test the Viryanet Work Order interface based on the IDD updates on Maximo DEV and a Viryanet DEV environment.
- TRM will load the completion data for open work orders on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will load closed work order header records (historical data) and associated attached documents data on Maximo DEV
- TRM will load the completion data for closed work orders (historical data) on Maximo DEV to include any associated PO, Receipts, and Invoice records.
- TRM will work with the SME's to establish the queries for the scheduler and assignment application to work for the SNWA Maintenance and Distribution work streams.
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured functionality using Maximo DEV.
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA workshop participants will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- Requirements matrix and Maximo process flow document
- Approved updated Viryanet IDD
- Maximo DEV configured for Work Orders
- Leak identification functionality configured for the GIS interface on Maximo DEV
- Updated Viryanet Work Order integration configured on Maximo DEV
- Maximo Schedules and Assignments created in Maximo DEV
- Work Order completion Data Load (for open Work Orders) on Maximo DEV including associated PO, Receipts, and Invoice records
- Work Order header records Data Load for closed Work Orders (historical data) and associated attached documents on Maximo DEV
- Work Order completion Data Load for closed Work Orders (historical data) on Maximo DEV including associated PO, Receipts, and Invoice records
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 11, Sprint 7
- Promotion of all configurations and data to Maximo TST

Assumptions

- The Viryanet Mobile solution is used by SNWA Maintenance and Distribution.

- LVVWD/SNWA has made the decision to load historical Work Order header and completion data for closed Work Orders into Maximo.
- Work Orders will be able to be identified in Avantis by work stream.
- Maximo Linear will not be implemented during this project.
- The Maximo-Viryanet attached documents integration designed and built in SOW task 1.11.7 for CCFS will meet the needs for this work stream.

1.11.10. Sprint 8 – Work Order Interfaces

TRM will lead a remote workshop with the LVVWD/SNWA Integration Team and the SysIQ SME to determine the requirements and design for the Outbound SysIQ Work Order integration. The following tasks will then be completed.

- TRM will update the existing SysIQ IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Maximo SysIQ IDD.
- TRM and LVVWD/SNWA will jointly build and unit test the SysIQ interface on Maximo DEV and a SysIQ DEV environment.

TRM will lead a remote workshop with the LVVWD/SNWA Integration Team and the Oracle EBS SME to determine the requirements and design for the Outbound Oracle EBS Labor Expenses interface. The following tasks will then be completed.

- TRM will update the existing Oracle EBS IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Maximo Oracle EBS IDD.
- TRM and LVVWD/SNWA will jointly build and unit test the Oracle EBS interface on Maximo DEV and an Oracle EBS DEV environment.

TRM will lead a remote workshop with the LVVWD/SNWA Integration Team and the Viryanet SME to determine the requirements and design for the Inbound Viryanet Labor Expenses integrations. The following tasks will then be completed.

- TRM will update the existing Viryanet IDD to capture the interface's requirements and design.
- LVVWD/SNWA will approve the Maximo Viryanet IDD.
- TRM and LVVWD/SNWA will jointly build and unit test the Viryanet interface on Maximo DEV and a Viryanet DEV environment.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's configured integrations using Maximo DEV.
- TRM will provide a guided demonstration of how to manage the integration, to include the management of Maximo integration queues and interface error records (Message Reprocessing application).
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.

- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.
- TRM will promote the accepted configurations (no data) for Task 11 sprints to Maximo PRD after all sprints for this task have been completed.

Deliverables

- Approved SysIQ Interface IDD
- Approved Oracle EBS Interface IDD
- Approved Viryanet Interface IDD
- SysIQ Work Order Integration configured on Maximo DEV
- Oracle EBS Labor Expenses Integration configured on Maximo DEV
- Viryanet Labor Expenses Integration configured on Maximo DEV
- Test Scripts for Task 11, Sprint 8
- Promotion of all configurations to Maximo TST
- Promotion of all accepted configurations from each sprint to Maximo PRD

Assumptions

- LVVWD/SNWA has made the decision to not replace Viryanet with Maximo functionality.

1.12. Task 12 – Build PM Program

Prior to starting this task, each work stream will have identified how to initiate a corrective, emergency, and project work order. They will have identified how they are going to capture the results of their work. Their assets and locations will have been loaded in the system. The purchasing and inventory system will have been established. This task is focused on establishing the recurring maintenance programs for each work stream in Maximo. Every element listed above will need to exist to create a PM program in Maximo.

Typically, there is very little configuration with the Maximo PM applications. Most of the work is identifying how the PM's will be established for each organization such as the use of job plan sequencing or routes. For each work stream, TRM will review the current PM program for each work stream that was addressed in the previous work order completion workshops. TRM will determine if the PM program exists in Avantis, external spreadsheets or in the work stream's tribal knowledge.

Upon the completion of each sprint, the work stream will be provided with a Standard Operating Procedure (SOP) document describing their PM program and how it will be implemented in Maximo.

1.12.1. Recurring Maintenance Refresher Training

TRM will conduct two 3-day remote Maximo refresher training sessions for PM's, Job Plans, Routes, and Inspection Forms. One of these sessions should be attended by all persons that will attend the PM program workshops. The following Maximo applications will be reviewed in the training class.

- Job Plans are used to create a detailed description of how a job is to be performed, as well as the labor, materials, tools, and services required to perform the job, and safety precautions that need to be observed.
- Inspection Forms are used to identify the data that should be captured while executing the job plan tasks.

- Routes are used to list related work assets that are considered “stops” along an inspection or maintenance route. Preventative Maintenance records are used to create, modify, and view preventive maintenance plans for work assets.
- PM records are the templates and schedule for recurring work activities.

Deliverables

- Two 3-day remote Refresher Training sessions for recurring maintenance
- PDF version of the training manuals

Assumptions

- Training will be conducted on Maximo TST
- LVVWD/SNWA is responsible for printing materials

1.12.2. Sprint 1 – Facilities Maintenance

TRM will lead a remote workshop with SME's from Facilities. TRM will gather requirements for executing the preventative maintenance program. The following tasks will then be completed.

- TRM will provide an SOP describing how Maximo will be used to support the PM program.
- LVVWD/SNWA will approve the PM program SOP.
- TRM will review the PM data in the Avantis system and provide recommendations for data cleaning and migration.
- TRM will create data load templates and a data mapping document
- LVVWD/SNWA will populate data load templates with TRM assistance
- TRM will load PM, Job Plan and Route data to Maximo DEV
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's data load and application functionality
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- SOP Document for the Facilities Maintenance Program
- Data Mapping Document, including data migration rules
- Job Plan Data Load template
- Job Plan Data Load on Maximo DEV
- PM Data Load Template

- PM Data Load on Maximo DEV
- Route Data Load Template
- Route Data Load on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 12, Sprint 1
- Promotion of all configurations and data to Maximo TST

Assumptions

- Workshop SME's attended the Recurring Training Class
- PM's, job plans and routes will be loaded from existing Avantis data or from spreadsheets that are populated by both TRM and LVVWD/SNWA
- If the PM program requires significant data cleaning, LVVWD/SNWA will assist with TRM guidance
- The PM program work may extend past the Go-Live date as work streams build out their program

1.12.3. Sprint 2 – Vertical Facilities

TRM will lead a remote workshop with SME's that manage vertical assets from LVVWD/SNWA Maintenance, Small Systems, Water Quality & Treatment (see Appendix 2). TRM will gather requirements for executing the preventative maintenance program. The following tasks will then be completed.

- TRM will provide an SOP describing how Maximo will be used to support the PM program.
- LVVWD/SNWA will approve the PM program SOP.
- TRM will review the PM data in the Avantis system and provide recommendations for data cleaning and migration.
- TRM will create data load templates and a data mapping document
- LVVWD/SNWA will populate data load templates with TRM assistance
- TRM will load PM, Job Plan and Route data to Maximo DEV
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's data load and application functionality
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- SOP Document for the LVVWD/SNWA Maintenance, Small Systems, Water Quality & Treatment Vertical Assets Program
- Data Mapping Document, including data migration rules
- Job Plan Data Load template
- Job Plan Data Load on Maximo DEV
- PM Data Load Template
- PM Data Load on Maximo DEV
- Route Data Load Template
- Route Data Load on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 12, Sprint 2
- Promotion of all configurations and data to Maximo TST

Assumptions

- Workshop SME's attended the Recurring Training Class
- PM's, job plans and routes will be loaded from existing Avantis data or from spreadsheets that are populated by both TRM and LVVWD/SNWA
- If the PM program requires significant data cleaning, LVVWD/SNWA will assist with TRM guidance
- The PM program work may extend past the Go-Live date as work streams build out their program

1.12.4. Sprint 3 – Valves, Vaults and Hydrants

TRM will lead a remote workshop with SME's from LVVWD/SNWA Maintenance and Distribution. TRM will gather requirements for executing the preventative maintenance program required to manage the valves, vaults and hydrants. The following tasks will then be completed.

- TRM will provide an SOP describing how Maximo will be used to support the PM program.
- LVVWD/SNWA will approve the PM program SOP.
- TRM will review the PM data in the Avantis system and provide recommendations for data cleaning and migration.
- TRM will create data load templates and a data mapping document
- LVVWD/SNWA will populate data load templates with TRM assistance
- TRM will load PM, Job Plan and Route data to Maximo DEV
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's data load and application functionality
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable

- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- SOP Document for the LVVWD/SNWA Maintenance and Distribution valve, vault, and hydrant PM program
- Data Mapping Document, including data migration rules
- Job Plan Data Load template
- Job Plan Data Load on Maximo DEV
- PM Data Load Template
- PM Data Load on Maximo DEV
- Route Data Load Template
- Route Data Load on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 12, Sprint 3
- Promotion of all configurations and data to Maximo TST

Assumptions

- Workshop SME's attended the Recurring Training Class
- PM's, job plans and routes will be loaded from existing Avantis data or from spreadsheets that are populated by both TRM and LVVWD/SNWA
- If the PM program requires significant data cleaning, LVVWD/SNWA will assist with TRM guidance
- The PM program work may extend past the Go-Live date as work streams build out their program

1.12.5. Sprint 4 – CCFS

TRM will lead a remote workshop with SME's from CCFS. TRM will gather requirements for executing the preventative maintenance program required to manage small meters, large meters, collectors, repeaters and service points. The following tasks will then be completed.

- TRM will provide an SOP describing how Maximo will be used to support the PM program.
- LVVWD/SNWA will approve the PM program SOP.
- TRM will review the PM data in the Avantis system and provide recommendations for data cleaning and migration.
- TRM will create data load templates and a data mapping document
- LVVWD/SNWA will populate data load templates with TRM assistance
- TRM will load PM, Job Plan and Route data to Maximo DEV
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's data load and application functionality
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- SOP Document for the CCFS small meters, large meters, collectors, repeaters and service points PM program
- Data Mapping Document, including data migration rules
- Job Plan Data Load template
- Job Plan Data Load on Maximo DEV
- PM Data Load Template
- PM Data Load on Maximo DEV
- Route Data Load Template
- Route Data Load on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 12, Sprint 4
- Promotion of all configurations and data to Maximo TST

Assumptions

- Workshop SME's attended the Recurring Training Class
- PM's, job plans and routes will be loaded from existing Avantis data or from spreadsheets that are populated by both TRM and LVVWD/SNWA
- If the PM program requires significant data cleaning, LVVWD/SNWA will assist with TRM guidance
- The PM program work may extend past the Go-Live date as work streams build out their program

1.12.6. Sprint 5 – Backflow

TRM will lead a remote workshop with SME's from Backflow. TRM will gather requirements for executing the preventative maintenance program required to manage backflows. The following tasks will then be completed.

- TRM will provide an SOP describing how Maximo will be used to support the PM program.
- LVVWD/SNWA will approve the PM program SOP.

- TRM will review the PM data in the Avantis system and provide recommendations for data cleaning and migration.
- TRM will create data load templates and a data mapping document
- LVVWD/SNWA will populate data load templates with TRM assistance
- TRM will load PM, Job Plan and Route data to Maximo DEV
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's data load and application functionality
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- SOP Document for the backflow PM program
- Data Mapping Document, including data migration rules
- Job Plan Data Load template
- Job Plan Data Load on Maximo DEV
- PM Data Load Template
- PM Data Load on Maximo DEV
- Route Data Load Template
- Route Data Load on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 12, Sprint 5
- Promotion of all configurations and data to Maximo TST

Assumptions

- Workshop SME's attended the Recurring Training Class
- PM's, job plans and routes will be loaded from existing Avantis data or from spreadsheets that are populated by both TRM and LVVWD/SNWA
- If the PM program requires significant data cleaning, LVVWD/SNWA will assist with TRM guidance
- The PM program work may extend past the Go-Live date as work streams build out their program

1.12.7. Sprint 6 – Cathodic Protection

TRM will lead a remote workshop with SME's from Infrastructure Management and GIS. TRM will gather requirements for executing the preventative maintenance program required to manage Cathodic Protection system. The following tasks will then be completed.

- TRM will provide an SOP describing how Maximo will be used to support the PM program.
- LVVWD/SNWA will approve the PM program SOP.
- TRM will review the PM data in the Avantis system and provide recommendations for data cleaning and migration.
- TRM will create data load templates and a data mapping document
- LVVWD/SNWA will populate data load templates with TRM assistance
- TRM will load PM, Job Plan and Route data to Maximo DEV
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's data load and application functionality
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.

Deliverables

- SOP Document for the Cathodic Protection PM program
- Data Mapping Document, including data migration rules
- Job Plan Data Load template
- Job Plan Data Load on Maximo DEV
- PM Data Load Template
- PM Data Load on Maximo DEV
- Route Data Load Template
- Route Data Load on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 12, Sprint 6
- Promotion of all configurations and data to Maximo TST

Assumptions

- Workshop SME's attended the Recurring Training Class

- PM's, job plans and routes will be loaded from existing Avantis data or from spreadsheets that are populated by both TRM and LVVWD/SNWA
- If the PM program requires significant data cleaning, LVVWD/SNWA will assist with TRM guidance
- The PM program work may extend past the Go-Live date as work streams build out their program

1.12.8. Sprint 7 – Pipeline Inspections

TRM will lead a remote workshop with SME's from SNWA Maintenance, Distribution, and GIS. TRM will gather requirements for executing the preventative maintenance program required to inspect and evaluate the pipelines. The following tasks will then be completed.

- TRM will provide an SOP describing how Maximo will be used to support the PM program.
- LVVWD/SNWA will approve the PM program SOP.
- TRM will review the PM data in the Avantis system and provide recommendations for data cleaning and migration.
- TRM will create data load templates and a data mapping document
- LVVWD/SNWA will populate data load templates with TRM assistance
- TRM will load PM, Job Plan and Route data to Maximo DEV
- TRM will generate reports, start center results sets and KPI's.

After completion of the above tasks, the following tasks will be performed to demonstrate the configured functionality to LVVWD/SNWA, prepare for testing, and conduct testing of this sprint's configurations.

- TRM will conduct a guided review with LVVWD/SNWA of the sprint's data load and application functionality
- TRM will make updates to the configurations based on LVVWD/SNWA feedback, if applicable
- TRM will create test scripts for the sprint's functionality
- TRM will promote the sprint's configurations to the Maximo TST environment
- The LVVWD/SNWA Core Team will use the test scripts developed by TRM to test the sprint's functionality and data on Maximo TST. TRM will support the performance of this testing, as needed, and will fix issues identified during the testing.
- LVVWD/SNWA will provide acceptance of this sprint's functionality after testing is complete.
- TRM will promote the accepted configurations (no data) for Task 12 sprints to Maximo PRD after all sprints for this task have been completed.

Deliverables

- SOP Document for the Pipeline PM program
- Data Mapping Document, including data migration rules
- Job Plan Data Load template
- Job Plan Data Load on Maximo DEV
- PM Data Load Template
- PM Data Load on Maximo DEV
- Route Data Load Template

- Route Data Load on Maximo DEV
- Reports, Start Center result sets and KPI's configured on Maximo DEV
- Test Scripts for Task 12, Sprint 7
- Promotion of all configurations and data to Maximo TST
- Promotion of all accepted configurations from each sprint to Maximo PRD

Assumptions

- Workshop SME's attended the Recurring Training Class
- PM's, job plans and routes will be loaded from existing Avantis data or from spreadsheets that are populated by both TRM and LVVWD/SNWA
- If the PM program requires significant data cleaning, LVVWD/SNWA will assist with TRM guidance
- The PM program work may extend past the Go-Live date as work streams build out their program

1.13. Task 13 – Systems Integration - Final User Acceptance Testing (UAT)

This task will provide the final User Acceptance of the system as a whole in the Maximo TST environment. Throughout the configuration sprints, the LVVWD/SNWA SME's will have had the opportunity to see Maximo and use the system with each sprint's content. This phase is the official User Acceptance of the whole system. LVVWD/SNWA's UAT team may consist of additional stakeholders that will be involved with the acceptance of the system.

1.13.1. Go-Live Cutover Plan and Dry Run

Prior to conducting UAT, TRM will work with LVVWD/SNWA to create an initial draft of a Cutover Plan that provides the steps needed to prepare the Maximo PRD environment for Go-Live. The Cutover Plan will include detailed steps to cover areas such as (not an entire list):

- The migration of incremental static and historical transactional data
- The migration of active transactional data
- The application of configuration changes
- The establishment of the integration points
- The QA steps to validate items such as data migration, integration connectivity, system response and system configurations.

In preparation for the first cutover dry run, the following tasks will be completed.

- TRM and LVVWD/SNWA will conduct a workshop to define the LVVWD/SNWA business requirements for cutover such as establishing storeroom inventory counts, tracking emergency work, etc. This will include assessing the impacts to business groups and starting the development of necessary plans to support the affected groups. Plans will be further developed and refined after the workshop.
- TRM will load system, static, and historical transactional data into Maximo PRD and perform QA checks to verify the data migration.
- TRM will refresh the Maximo TST database from the Maximo PRD database.

TRM and LVVWD/SNWA will work as a team to execute cutover dry run #1 on the Maximo TST environment, using the draft Cutover Plan to mimic the Go-Live process. The following tasks will be completed for this dry run.

- TRM and LVVWD/SNWA will complete dry run preparations, as defined in the Cutover Plan
- TRM and the LVVWD/SNWA Core team will execute the cutover steps.
- TRM will execute high level test scripts to verify basic functionality and run QA checks for data migrated during the cutover.
- LVVWD/SNWA Core team will execute detailed test scripts to verify the functionality for key business processes.
- TRM will document issues and manage the assignment and resolution of issues (including updating data migration scripts as necessary).
- TRM will update the Cutover Plan based on the dry run results (e.g., add steps missing from the plan).
- TRM will document the time to complete each step so the overall Go-Live cutover duration can be determined for planning the actual cutover.

Deliverables

- Go-Live Cutover Plan (updated thru dry run #1)
- One Go-Live cutover dry run (dry run #1)
- Dry run Issues List

Assumptions

- Dry run #1 will be performed using Maximo TST.
- LVVWD/SNWA will be responsible for developing and managing the processes needed to meet the Maximo cutover business requirements. TRM will provide support as needed.
- TRM will manage the tracking of all issues identified during the dry runs.
- LVVWD/SNWA Core team will conduct ad hoc testing and follow documented test scripts for each dry run.

1.13.2. User Acceptance

The following tasks will be completed to plan and prepare for UAT.

- TRM will develop a UAT schedule that provides the details of the Maximo applications and functionality to be tested each day of the UAT period.
- TRM will create a UAT plan that describes how testing will be performed and the roles and responsibilities of key personnel that will be managing and participating in the testing.
- TRM will finalize the test cases and scripts to be used for UAT. The test scripts developed for each sprint conducted throughout the project will be collated and updated as needed to provide the bulk of the UAT test scripts. New test scripts will be created as needed to address any testing gaps.

After the above tasks have been completed, TRM and LVVWD/SNWA will work together per the UAT plan and schedule to execute Final UAT (Systems Integration Testing) on the Maximo TST environment. TRM will lead the execution of UAT and will provide remote support during this task. The following describes the approach for conducting UAT.

- Each testing day during UAT will begin with application training and presentation of the test scripts. TRM will begin each UAT training day with a review of which applications and functionality will be tested.
- TRM will present the requirements, the process flows and explain how the system is intended to work.

- TRM will review (step by step) the UAT test scripts to be used for the testing that day.
- After each morning's presentation, the users will then have the knowledge necessary to follow and execute the UAT test scripts. Additionally, once the UAT scripts have been followed and issues have been logged, TRM will encourage additional ad hoc testing.
- The TRM testing team will record testing issues/defects in the UAT Issues Log so that each one is able to be managed to resolution.

Final UAT will also serve as the Integration testing of the system. It will serve to test the functionality of the interfaces and the communication and file/data transfer between systems. Integration testing requires the most coordination of resources and systems. Integration testing cannot occur until the integration points have been established in the testing environments. The integration team must consist of functional and technical experts for both the Maximo system and the integrated systems. It is critical that the entire interface testing team be engaged during the testing task.

TRM will use functional test scripts from each sprint that reflect the interface testing steps in Maximo. LVVWD/SNWA will need to provide the test steps for each external system that is interfaced with Maximo. These can be combined with the Maximo steps to create a joint interface testing document. Additionally, TRM and LVVWD/SNWA technical experts will identify how to test and manage the actual interface including the error checking and re-validating functions associated with the interface processing.

TRM will fix issues and defects identified during UAT on Maximo DEV and migrate the fixes to Maximo TST. After LVVWD/SNWA verifies the fixes on Maximo TST, they will be migrated to Maximo PRD.

Deliverables

- UAT Plan/Schedule
- Test scripts for use cases associated with Maximo functionality
- Accepted Maximo system

Assumptions

- The TRM Lead will capture defects, issues, and requested changes and will manage the UAT Issues Log during the UAT.
- An LVVWD/SNWA work stream lead will accompany TRM for any UAT testing in the field.
- LVVWD/SNWA will be responsible for ensuring UAT testers are identified and available to attend planned UAT sessions.
- LVVWD/SNWA will assign a dedicated UAT coordinator to manage the planning and preparations of the respective UAT session with the TRM team.
- LVVWD/SNWA will have an environment available to use for each external system that will have an interface with Maximo TST.
- TRM will participate remotely in the UAT sessions.

1.14. Task 14 – Training Services

The purpose of this task is to conduct training planning, create training materials, and deliver the training required for the end users and administrators of the Maximo system.

1.14.1. Training Planning

TRM will conduct training planning sessions with the LVVWD/SNWA Core Team and other designated stakeholders to finalize the Maximo training that will be delivered to LVVWD/SNWA Maximo users and administrators. Training classes will be optimally organized by functional areas and teach the Maximo processes in the context of the LVVWD/SNWA's business processes.

Classes will be role-based and will be provided either onsite or remotely. The Maximo TST environment will be used for training.

The outputs of these planning sessions will be used to develop a Maximo Training Plan and Schedule, which will be submitted to LVVWD/SNWA to review and approval. The Training Plan will describe the training classes to be delivered, including training audience, topics, number, duration, and how training will be delivered.

LVVWD/SNWA will start the process of signing up users for the Maximo training classes once the Maximo Training Plan and Schedule are approved.

Deliverables

- Maximo Training Plan
- Maximo Training Schedule

1.14.2. Maximo Training Materials

TRM will create the following Maximo training materials that will be used to deliver training classes specified in the Maximo Training Plan. These training materials will be written to include specific LVVWD/SNWA content and Maximo screen designs.

- Maximo Training Manuals
- Work Order Quick Guides for each Work Stream
- Mobile Pocket Guides

1.14.2.1 Maximo Training Manuals

TRM will create the following Maximo Training Manuals.

- Maximo Admin
- Maximo Ad hoc Report Writing
- Maximo Basics
- Warehouse/Inventory Management
- Asset Management
- Work Planning and Scheduling
- Recurring Maintenance

Deliverables

- Maximo Training Manuals – total of seven

Assumptions

- LVVWD/SNWA is responsible for the printing of all training materials

1.14.2.2 Work Order Quick Guides - each Work Stream & Mobile Pocket Guides

TRM will create Maximo Work Order Quick Guides for each of the seven (7) work streams associated with the workshops in SOW Tasks 11 and 12 as well as Mobile Pocket Guides. The Work Order Quick Guides will provide “at a glance” guides for field users and are intended to be portable and available for each of the work stream user groups. The Mobile Pocket Guides will be pocket-sized guides that contain steps for performing common tasks with Maximo Mobile applications. These guides will be available for mobile users (field and warehouse) after training is completed.

Deliverables

- Maximo Work Order Quick Guides – total of seven, one for each work stream
- Maximo Mobile Pocket Guides

Assumptions

- LVVWD/SNWA is responsible for the printing of all training materials

1.14.3. Maximo Training Delivery

TRM will deliver Maximo training classes per the approved Maximo Training Plan and Schedule. TRM will provide the trainers for each training class. A syllabus will be provided by TRM to LVVWD/SNWA at least 4 weeks before each class for review and communication to the attendees.

Deliverables

- Delivery of all Maximo training classes
- Syllabus (at least 4-weeks before each training class)

Assumptions

- At least one LVVWD/SNWA business area resource will be present during user trainings to help answer any questions regarding LVVWD/SNWA business processes impacted during the implementation of Maximo.
- At least one LVVWD/SNWA will serve as a “floater” to assist with trainees having issues (for onsite training).
- The maximum number of trainees for each class is 15 for onsite training and 20 for remote training.
- The following training classes are built into the project schedule and budget. The final training plan and schedule will be developed during the project.

Training Group	Training Class - Topics	Duration	# Classes	Onsite/ Remote
All Maximo Users (except for work stream users)	Welcome to Maximo – how to log in, navigate, search, etc.	4 hours	4	Remote
Warehouse and Inventory Management	Warehouse/Inventory Management	2 days	2	Onsite
Asset Management for those that can add, modify location and asset data	Asset Management - Asset Management / Location Management / GIS	2 days	2	Onsite
Planners across work streams	Work Planning – PMs, Job Plans	3 days	4	Onsite
Planners and Schedulers across work streams	Work Scheduling - Scheduler and Assignment Manager	3 days	4	Onsite
Work stream Users	Welcome to Maximo – how to log in, navigate, search, etc.	4 hours	4	Remote
Facilities Maintenance – Supervisors /Leads	Maximo – Application – Work Order Life Cycle, PR creation	2 days	1	Remote
Vertical Facilities - Pump Stations - Treatment Plant Supervisors /Leads	Maximo – Application – Work Order Life Cycle, PR creation	2 days	1	Remote

Training Group	Training Class - Topics	Duration	# Classes	Onsite/ Remote
Water Distribution Pipes and Service Laterals, Main Breaks and Repairs Supervisors /Leads	Maximo – Application – Work Order Life Cycle, PR creation	2 days	1	Remote
Valves, Vaults and Hydrants Supervisors /Leads	Maximo – Application – Work Order Life Cycle, PR creation	2 days	1	Remote
Cathodic Protection Supervisors /Leads	Maximo – Application – Work Order Life Cycle, PR creation	2 days	1	Remote
CCFS Supervisors /Leads	Maximo – Application – Work Order Life Cycle, PR creation	2 days	1	Remote
Backflow Supervisors /Leads	Maximo – Application – Work Order Life Cycle, PR creation	2 days	1	Remote
Field Technicians	Remote Web Ex on making sure field device is ready for training	2 hours	8	Remote
Facilities Maintenance Field Technicians	Mobile Application – How field users find work, report work completed, expectations	1 day	2	Remote
Vertical Facilities - Pump Stations - Treatment Plant Field Technicians	Mobile Application – How field users find work, report work completed, expectations	1 day	2	Remote
Water Distribution Pipes and Service Laterals, Main Breaks and Repairs Field Technicians	Mobile Application – How field users find work, report work completed, expectations	1 day	2	Remote
Valves, Vaults and Hydrants Field Technicians	Mobile Application – How field users find work, report work completed, expectations	1 day	2	Remote
Cathodic Protection Field Technicians	Mobile Application – How field users find work, report work completed, expectations	1 day	2	Remote
CCFS Field Technicians	Mobile Application – How field users find work, report work completed, expectations	1 day	2	Remote
Backflow Field Technicians	Mobile Application – How field users find work, report work completed, expectations	1 day	2	Remote
Field Technicians (make-up sessions)	Mobile Application – How field users find work, report work completed, expectations	1	8	Remote
Maximo System Admin	Maximo Admin	3 days	1	Remote
TBD (Power users)	Maximo Ad hoc Report Writing	3 hours	2	Remote

1.15. Task 15 – Production Go-Live and Post Go-Live Support Services

After the completion of the Final UAT task, TRM and LVVWD/SNWA will work together to execute cutover dry runs #2 and #3. Each dry run will be executed sequentially in parallel with Maximo training (Task 14) and will use the Maximo PRD environment.

For each of these two dry runs, the following tasks will be completed.

- TRM and LVVWD/SNWA will complete dry run preparations, as defined in the Cutover Plan
- TRM will load incremental static and historical transactional data to account for updates to this data since the last respective dry run.
- A copy will be taken of the Maximo PRD database.
- TRM and the LVVWD/SNWA Core team will execute the cutover steps.
- TRM will execute high level test scripts to verify basic functionality and run QA checks for data migrated during the cutover.
- LVVWD/SNWA Core team will execute detailed test scripts to verify the functionality for key business processes.
- TRM will document issues and manage the assignment and resolution of issues (including updating data migration scripts as necessary).
- The Maximo PRD database will be restored to the earlier copy that was taken.
- TRM will update the Cutover Plan based on the dry run results.
- TRM will document the time to complete each step so the overall Go-Live cutover duration can be determined for planning the actual cutover.

After successful completion of dry run #3, the Cutover Plan will be reviewed and approved by LVVWD/SNWA. This approved version will be used for the actual Maximo PRD cutover.

TRM will work with LVVWD/SNWA to determine the start date and time of the Go-Live cutover. The cutover is typically conducted over a weekend to minimize the impact to the users of the legacy EAM system. TRM and LVVWD/SNWA will conduct Go-Live cutover preparation and coordination meetings during the days leading up to the Go-Live start date to manage the completion of preparation tasks and verify all cutover participants are aligned on the cutover plan. TRM will lead the cutover and will have at least 1 person onsite during the cutover period.

Upon successful completion of the cutover, TRM will provide 2 team members onsite for 2 weeks to provide post Go-Live support to LVVWD/SNWA. Overall, TRM will provide Maximo support for 6 weeks after Go-Live. Post Go-Live support will primarily include troubleshooting and resolving issues and answering questions related to the deployed Maximo functionality.

Deliverables

- Two Go-Live cutover dry runs (dry runs #2 and #3)
- Dry run Issues List
- Approved Go-Live Cutover Plan
- Live Maximo Production (PRD) system
- Fixes to issues identified after Go-Live

Assumptions

- During the Go-Live downtime window, only active transactional data is migrated. All incremental updates for static and historical transactional data will be made prior to the downtime window.

- All post Go-Live support, other than the first 2 weeks after Go-Live, will be provided remotely.
- LVVWD/SNWA and TRM will work as a team to collect and respond to user issues.
- After Go-Live, and after Maximo System Administration training has been delivered, LVVWD/SNWA will be responsible for making any desired changes to the Maximo Security Groups and Start Centers. The TRM team will provide support, as needed, as part of post Go-Live support.

1.16. Task 16 – Project Close

TRM will update, as needed, deliverables provided throughout the project so that any changes made to the initial delivery reflect the final as-built state. These updated deliverables will be provided to LVVWD/SNWA electronically in the same format used for the initial respective deliverable. This includes the following documentation (not all encompassing):

- Requirement matrix
- Configuration document
- Maximo process flows
- IDDs
- Report designs
- Test scripts
- Training materials

TRM will also work with LVVWD/SNWA to conduct project close activities, to include (at a minimum):

- Verify acceptance of all project deliverables
- Review any open issues to determine closure process
- Determine follow-on support requirements, if applicable
- Determine final invoicing amount

Deliverables

- Final version of project deliverable documentation

2.0 Project Schedule

The following is TRM's proposed Time & Material based, schedule for the deployment of the LVVWD/SNWA Maximo system.

WBS	Task Name	Dur	Start	Finish	Work
1	LVVWD Maximo	799 days	Mon 8/1/22 8:00 AM	Fri 10/24/25 5:00 PM	28,107 hrs
1.1	Task 1 - Project Management	785 days	Mon 8/1/22 8:00 AM	Mon 10/6/25 5:00 PM	3,815 hrs
1.2	Task 2 - Change Management	772 days	Mon 8/29/22 8:00 AM	Wed 10/15/25 5:00 PM	1,112 hrs
1.3	Task 3 - Pre-Implementation Planning/Discovery	61 days	Mon 8/8/22 8:00 AM	Wed 11/2/22 5:00 PM	1,148 hrs
1.4	Task 4 - Build Maximo Foundation	66 days	Tue 9/6/22 8:00 AM	Mon 12/12/22 5:00 PM	730 hrs
1.5	Task 5 - Maximo Orientation	64 days	Tue 10/4/22 8:00 AM	Fri 1/13/23 5:00 PM	848 hrs
1.6	Task 6 - Build Assets and Locations	147 days	Tue 1/17/23 8:00 AM	Mon 8/14/23 5:00 PM	3,048 hrs
1.7	Task 7 - Build Inventory Management	58 days	Mon 6/12/23 8:00 AM	Thu 8/31/23 5:00 PM	1,084 hrs
1.8	Task 8 - Build Purchasing	200 days	Tue 8/29/23 8:00 AM	Fri 6/21/24 5:00 PM	1,108 hrs
1.9	Task 9 - Build Capital Planning Support	146 days	Mon 11/20/23 8:00 AM	Tue 6/25/24 5:00 PM	320 hrs
1.10	Task 10 - Build Work Order Initiation and Approval	124 days	Mon 1/8/24 8:00 AM	Tue 7/2/24 5:00 PM	2,276 hrs
1.11	Task 11 - Build Work Order Completion	144 days	Mon 6/10/24 8:00 AM	Mon 1/13/25 5:00 PM	4,488 hrs
1.12	Task 12 - Build PM Program	82 days	Tue 11/12/24 8:00 AM	Wed 3/19/25 5:00 PM	1,720 hrs
1.13	Task 13 - Systems Integration - Final User Acceptance Testing (UAT)	78 days	Fri 1/31/25 8:00 AM	Wed 5/21/25 5:00 PM	1,904 hrs
1.14	Task 14 - Training Services	165 days	Mon 1/6/25 8:00 AM	Thu 8/28/25 5:00 PM	2,226 hrs
1.15	Task 15 - Production Go-Live and Post Go-Live Support Services	103 days	Fri 5/23/25 8:00 AM	Fri 10/17/25 5:00 PM	2,112 hrs
1.16	Task 16 - Project Close	25 days	Mon 9/22/25 8:00 AM	Fri 10/24/25 5:00 PM	168 hrs

3.0 Costs

Services Costs = \$4,372,899.05

Travel Costs = \$105,000.00, based on 55 trips and 156 days of travel to support the SOW

4.0 Appendices

4.1 Appendix 1 – Maximo Reporting Functionality

There are various options available in Maximo to provide reports or a structured display of data for a Maximo user to review and use for business purposes. The key reporting functionalities are described below.

- Business Intelligence and Reporting (BIRT) is the reporting tool embedded in Maximo and is seamlessly included throughout the various Maximo applications. Maximo is installed with a large number (~100) out-of-the-box reports and include various types of reports (list, detail, analysis, hierarchical, and drilldown). The out-of-the-box reports provide a starting point for custom report needs. Advanced report development skills are required to create custom BIRT reports.
- Ad hoc reports, or Query Based Reports (QBR) provide one-off reporting needs for Maximo users. They enable users to create their own unique reports by selecting columns, specifying sorting and grouping, and the query the report will run against. This functionality does not require technical or development skills to create a report.
- Results Sets display selected fields or charts on the Maximo user's Start Center. Results sets utilize predefined application queries, and attributes from multiple related objects can be displayed in result sets. Results sets are focused on user specific activities. Users can review the listings of the results, and click on a record to be taken to the application where it can be acted on.

- Key Performance Indicators (KPIs) are metrics highlighting performance against a set goal and are available in list and graphic format. They are used to quickly highlight status in red/yellow/green colors. Additionally, KPIs are able to link to other KPIs or related reports for additional data analysis. KPIs can be viewed by users either on the Maximo Start Center, or the KPI Viewer application.

Appendix 2 – LVVWD/SNWA Vertical Assets by Work Group

Infrastructure Management	LVVWD Maintenance	SNWA Maintenance	Small Systems	Water Quality & Treatment
Process Control System SCADA	Air Compressor Analyzers Communication System Disinfection Electrical System Flow Control System Hydraulic System Level Monitoring Mixer Control System Overhead Lifting Station PLC's Pump Station Pump String Reservoirs / Tanks Stand By Power (UPS, Gen.) Sump Pumps Surge System Telemetry (inc. Surveillance) THM System Valves Well	Air Compressor Analyzers Communication System Electrical System Flow Control System Hydraulic System Level Monitoring Overhead Lifting Station PLC's Pump Station Pump String Reservoirs / Tanks Stand By Power (UPS, Gen.) Sump Pumps Surge System Valves Vault	Disinfection Level Monitoring Small Pumps Stand By Power (UPS, Gen.) Sump Pumps Valves Vault Wells	Analyzers Chemical Pump Chemical Storage Tank Disinfection Level Monitoring Mixer Control System Ozone Systems Reservoirs / Basins Scrubber Stand By Power (UPS, Gen.) Treatment Plant Truck Scale (Chlorine Trailer) Valves

Note: This appendix does not represent an entire listing of LVVWD/SNWA vertical facility assets.

4.2 Appendix 3 – LVVWD/SNWA Facility Maintenance Vertical Assets

Facilities
Buildings Cooling Tower Custodial Electrical Elevators Facility System Fire & Life Safety Grounds HVAC Plumbing Ranch Properties Rooms

Note: This appendix does not represent an entire listing of LVVWD/SNWA facility maintenance assets.

4.3 Appendix 4 – LVVWD/SNWA Linear Point Assets by Work Group

Infrastructure Management	CCFS	LVVWD Maintenance	SNWA Maintenance	Distribution	Backflow
Cathodic - Anode Bed Cathodic - Corrosion Ctl. Cathodic - Insulating Flange Cathodic - Rectifier Cathodic - Test Station	Collectors Large Meters Repeaters Service Point Small Meters	Vault Valve	Vault Valve, AVAR Valve, Blow off Valve, Inline	Backflows Hydrants Service Point Valve Valve, AVAR Valve, Blow Off Valve, PRV Vault	Backflows

Note: This appendix does not represent an entire listing of LVVWD/SNWA linear point assets.

4.4 Appendix 5 – LVVWD/SNWA Linear Line Assets by Work Group

Infrastructure Management	LVVWD Maintenance	SNWA Maintenance	Small Systems	Distribution
Fiber Network	Rate of Flow Control	Pipeline, Transmission Rate of Flow Control & Metering	Rate of Flow Control	Pipeline, Distribution Pipeline, Service Lateral

Note: This appendix does not represent an entire listing of LVVWD/SNWA linear line assets.

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:

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

2) LODGING:

- a) Hotel Selection: 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.
- b) Additional Fees: If additional fees are charged in association with lodging (e.g. Resort Fees) the AUTHORITY reserves the right to limit reimbursement up to \$30 plus tax.

3) GROUND TRANSPORTATION:

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

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

5) TIPS:

- a) Tips of any nature are not reimbursable.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an agreement between Black & Veatch Corporation and the Authority for professional services to provide program management support related to the implementation of IBM Maximo Enterprise Asset Management Software in an amount not to exceed \$2,871,799 for the period from September 2022 through December 2025.

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:

The Authority's current asset and work management system, Avantis, will reach end-of-life on December 31, 2026, and will no longer be supported by the vendor. Avantis is a critical system relied upon by the Authority to help operate and maintain water transmission and treatment facilities that are used to deliver water to over 2.2 million water users throughout southern Nevada. The Authority is seeking program management oversight to help replace Avantis with IBM Maximo, a modern industry-leading enterprise asset management (EAM) system.

The Maximo EAM system is an asset and work management system designed to manage and operate water treatment, transmission and distribution infrastructure, and would allow the Authority to gain operational efficiencies through use of a modern software platform. A professional services agreement for implementation of the IBM Maximo EAM software with Total Resource Management, Inc. (TRM) is also being brought before the Board of Directors today.

If approved, the attached Professional Services Agreement will provide the terms and conditions necessary for Black & Veatch Corporation (Black & Veatch) to help ensure successful implementation of the TRM scope-of-work. In addition, Black & Veatch will provide oversight of project progression, cost review and deliverable approvals. Black & Veatch will also recommend EAM system implementation best practices related to project activities and assist in the development of strategies that may improve project outcomes. The requested amount of \$2,871,799 includes a 10 percent contingency over the contract amount of \$2,610,726 to cover any unanticipated expenses.

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.



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	33
Corporate/Business Entity Name:	Black & Veatch Corporation
Doing Business As:	
Street Address:	11401 Lamar Avenue
City, State, and Zip Code	Overland Park, Kansas 66211
Website:	www.bv.com
Contact Name:	Dan Wonders
Contact Email:	wondersd@bv.com
Telephone No:	913-458-2200
Fax No:	913-458-9392

Nevada Local Business Information (if applicable)

Local Street Address:	8965 South Eastern Avenue, Suite 325
City, State, and Zip Code	Las Vegas, NV 89123
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	702-894-4504
Fax No:	702-434-9978

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

100% Employee Owned with no one employee owning more than 5% of the company.

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Lisa Jackson
Signer Title:	Associate Vice President
Signer Email:	jacksonla@bv.com
Signed Date:	2022-01-28

LVVWD/SNWA/SSEA Review

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

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

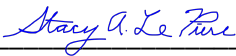
☐ Disclosure or Relationship **IS** noted above (complete the following):

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

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

Additional Comments or Notes:

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

	Stacy A. Le Piere	3/8/22
Signature	Print Name/Title	Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Black & Veatch Corporation, hereinafter called "PROVIDER" and the Southern Nevada Water Authority, a political subdivision of the State of Nevada, hereinafter called "AUTHORITY." PROVIDER 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, PROVIDER is properly qualified and desires to provide the professional services required by AUTHORITY, and

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

2. PERIOD OF PERFORMANCE:

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 PROVIDER, unless terminated in accordance with the terms of this Agreement. During this period, PROVIDER 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 PROVIDER, in accordance with Exhibit A, for Work completed to AUTHORITY's satisfaction.
- 3.2. PROVIDER 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 PROVIDER shall be included.
- 3.3. AUTHORITY shall pay invoiced amounts from PROVIDER 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. Travel expenses will be reimbursed as set forth in **Exhibit B**, which is attached herewith and made a part of this Agreement.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$2,610,726.00.

5. RESPONSIBILITIES OF PROVIDER:

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

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

5.4. It shall be the duty of PROVIDER to assure that all products of its effort are in accordance with the standards of section 5.3 and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.

5.4.1. Permitted or required approval by AUTHORITY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.

5.4.2. AUTHORITY's review, approval, acceptance, or payment for any of PROVIDER's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and PROVIDER shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to AUTHORITY caused by PROVIDER's performance or failures to perform under this Agreement.

5.5. Intentionally Left Blank

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 PROVIDER in the performance of the Services and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with other responsibilities.

6.2. The Services performed by PROVIDER under this Agreement shall be subject to review for compliance with the terms of this Agreement by AUTHORITY's representative, Jonathan Pickus, Infrastructure Management, telephone number (702) 259-8224, 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 PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.

6.4. PROVIDER 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 PROVIDER.

7. TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by PROVIDER shall constitute a truth-in-negotiation certification by PROVIDER that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which 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 PROVIDER 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, PROVIDER hereby covenants, represents and warrants the following:

All project specific materials, information, and documents which are drafted, developed, prepared, completed, or acquired by PROVIDER for AUTHORITY relating to the Services and not otherwise used or useful in connection with services previously rendered by PROVIDER to parties other than AUTHORITY are instruments of service with respect to the Services to be provided pursuant to this Agreement and are not intended to be modified nor represented to be suitable for use on other projects. They shall become the property of AUTHORITY upon payment for same to PROVIDER and shall be delivered to AUTHORITY's representative upon completion or termination of this Agreement, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any such materials, information or documents on any other project conducted by AUTHORITY. AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement for the purpose of operating, constructing, altering, improving and maintaining the Project. PROVIDER and its subconsultants shall retain ownership of PROVIDER's and subconsultants' proprietary and other intellectual property used, modified or developed in the performance of the Services ("PROVIDER IP"). Without limiting the foregoing, and notwithstanding anything in this Agreement to the contrary, AUTHORITY shall not obtain any rights to PROVIDER's, subconsultants' or third party software, except as may be separately agreed. Nothing in this Agreement shall be construed as limiting PROVIDER's and its subconsultants' rights to use their respective skills and knowledge to provide services for themselves or others, regardless of whether such services are similar to the Services provided hereunder.

10. INTELLECTUAL PROPERTY LICENSE:

Upon payment of consideration in accordance with this Agreement, PROVIDER hereby grants the AUTHORITY an irrevocable, nonexclusive, royalty-free license for use solely in connection with operation, maintenance, repair, or alteration of the Authority's facilities in respect of any PROVIDER IP included in the work products.

11. INTERPRETATION:

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

12. CONFLICT OF INTEREST:

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

13. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

PROVIDER warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has PROVIDER paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent

upon or resulting from award of this Agreement. For any breach or violation of this warranty, 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. PROVIDER represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. PROVIDER further covenants that in the performance of said Services, no person having any such interest shall be employed.
- 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 PROVIDER'S WORK:

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

16. INDEMNIFICATION:

PROVIDER 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 PROVIDER'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 PROVIDER, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by PROVIDER's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; negligence, whether active, passive or contributory, of PROVIDER 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 PROVIDER has indemnified AUTHORITY Parties by giving written notice of the assumption to PROVIDER. AUTHORITY Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which PROVIDER has indemnified AUTHORITY Parties without the prior written consent of PROVIDER, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by PROVIDER to AUTHORITY Parties applies to all insurance policies of PROVIDER, whether primary, excess or umbrella coverage is provided to PROVIDER.

17. SCHEDULE FOR PERFORMANCE OF SERVICES:

- 17.1. Time is of the essence for this Agreement.
- 17.2. If PROVIDER's performance of Services is delayed or if PROVIDER's sequence of tasks is changed, PROVIDER 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. PROVIDER 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 PROVIDER allow any subcontractor to commence Work until all similar insurance required of the

subcontractor has been so obtained. PROVIDER shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify PROVIDER of any changes to their insurance coverage.

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

The 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.

The parties hereby shall require their insurers to waive subrogation rights against the other party under any applicable policy of property insurance.

- 18.1.3. AUTHORITY shall also be named as an additional insured by written contract between the CONSULTANT and their Subcontractor on Subcontractor's commercial general liability, automobile liability, excess and/or umbrella 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 PROVIDER's or subcontractor's liability for claims arising out of this Agreement. PROVIDER and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
- 18.1.4. With respect to all insurance required under this Agreement, the deductible shall not exceed \$1,000,000 without the prior written approval of the Risk Manager of AUTHORITY.

18.2. Evidence of Insurance:

- 18.2.1. PROVIDER's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.
- 18.2.2. Within 10 working days after the Effective Date, PROVIDER shall deliver to the AUTHORITY a certificate of insurance documenting the required insurance coverage. Upon request of AUTHORITY, PROVIDER agrees to make available at PROVIDER's local office 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 any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 10 days' prior notice.

18.3. Insurance Coverages:

- 18.3.1. Commercial General Liability Insurance: PROVIDER shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
- 18.3.2. Business Automobile Insurance: PROVIDER shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
- 18.3.3. Workers Compensation & Employers Liability Insurance: PROVIDER shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance PROVIDER maintains shall comply with Nevada Industrial Insurance Act,

NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

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

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

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

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

19. TERMINATION:

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 PROVIDER 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. PROVIDER 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 10 working days after receipt of the submission package, and the package will be returned to PROVIDER. Corrections and changes to the submission will be made by PROVIDER and resubmitted to AUTHORITY for approval within 10 working days after receipt. The final approval will be submitted to PROVIDER within five working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, PROVIDER may furnish AUTHORITY with information that PROVIDER has independently determined to be confidential under Nevada law and that PROVIDER will label "Confidential Information". "Confidential Information" means confidential and proprietary information of PROVIDER that is disclosed to 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 PROVIDER 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 PROVIDER; (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 PROVIDER 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 PROVIDER 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 PROVIDER. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the AUTHORITY will promptly forward the request to PROVIDER and work with PROVIDER in good faith to minimize the extent of the disclosure to the extent requested by PROVIDER and permitted by the Nevada Public Records Act.

Further, PROVIDER shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by 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, technical or academic journal, the Internet, radio, television, and presentations to professional, technical, academic, and/or other groups or conferences.

22. USE OF MATERIALS:

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

23. 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. PROVIDER 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. PROVIDER shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.
- 23.4. PROVIDER 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.
- 23.5. PROVIDER 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 PROVIDER by the AUTHORITY was or is reasonably believed to have been acquired by an unauthorized person.

24. RECORDS:

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

25. ASSIGNMENT:

PROVIDER shall not assign or transfer its interest in this Agreement without the prior written consent of AUTHORITY. If PROVIDER 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. PROVIDER and any subcontractor working under the authority of PROVIDER, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.
- 27.2. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the AUTHORITY may declare PROVIDER in breach of the Agreement, terminate the Agreement, and designate PROVIDER as non-responsible.

28. EQUAL EMPLOYMENT OPPORTUNITY:

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

Black & Veatch Corporation
Attention: Brent Harland
8965 S. Eastern Ave #325
Las Vegas, Nevada 89123
harlandbj@bv.com

To AUTHORITY:

Southern Nevada Water Authority
Attention: Jonathan Pickus
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
Jonathan.Pickus@lvvwd.com

With copy to:
(excluding invoices)

Southern Nevada Water Authority
Attn: General Counsel
1001 South Valley View Boulevard, MS 475
Las Vegas, Nevada 89153
generalcounsel@lvvwd.com

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

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

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 PROVIDER is subject to review by AUTHORITY to insure contract compliance at the discretion of AUTHORITY. PROVIDER 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 PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the

written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

40. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) 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 License), 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. Notwithstanding the foregoing, the Parties acknowledge that the circumstances of COVID-19 are subject to change and that such changed circumstances may result in a delay constituting a Force Majeure Event.

41.3. Where the 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 this 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:

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

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.

BLACK & VEATCH CORPORATION

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

TASK 1 – IMPLEMENTATION SUPPORT SERVICES

Subtask 1.1. Planning and Project Management

Black and Veatch (BV) will provide planning and project management support to the SNWA EAM implementation management team. This will include support in the development of the Project and Change Management Plans. BV will also support the SNWA project management team in the day-to-day activities associated with the work breakdown structure.

BV will provide support to all governance activities from weekly status reports to steering committee meetings. This includes creating and managing status reports, PowerPoint presentations and other relevant communications.

BV will manage the Azure Dev Ops (“ADO Boards”) solution as provided and configured by the SNWA team.

BV will be available to support ad hoc activities as deemed appropriate by the SNWA Program Manager within the hours identified in this task order.

The BV Team will facilitate review and provide feedback on specification documents created by TRM as requested by SNWA.

Subtask 1.2 – Data Conversion and Migration

The conversion and migration of information from Avantis and other legacy solutions will be a critical path item for the program. The BV team will support the effort to identify the relevant data that will be migrated from Avantis (and other SNWA solutions where required) and provide tactical support for completing artifacts (spreadsheets, etc.) that will be used to migrate data from legacy systems to Maximo. It is assumed that BV will not perform the physical data migration, as it is TRM’s responsibility.

BV team members will facilitate and/or participate in workshops related to Data Conversion and Migration.

The BV Team will facilitate review and provide feedback on specification documents created by TRM as requested by SNWA.

Subtask 1.3 – Configuration Design

The configuration of the user experience for both the desktop and mobile applications of Maximo will play an integral role in the success of the program. The configuration process will include designing all Maximo “Pages” that will need to be updated from their “Out of the Box” state. TRM will be accountable for providing the physical configuration and documenting what changes will be made to the “Out of the Box” solution.

The BV team will facilitate and/or participate in workshops related to configuration design.

The BV Team will facilitate review and provide feedback on specification documents created by TRM as requested by SNWA.

Subtask 1.4 – Integration

The Maximo solution will be integrated to over 15 unique systems (Workday, Coupa, ESRI, etc.) The BV Team will provide insight and experience regarding the technical requirements associated with the integrations and business process alignments to ensure that the workflows meet the requirements of the business.

The BV team will facilitate and/or participate in workshops related to integration.

The BV Team will facilitate review and provide feedback on specification documents created by TRM as requested by SNWA.

Subtask 1.5 – GIS Master Data Support

The GIS data model that will be integrated to Maximo must meet the needs of the business and be delivered in a manner that is easily consumed by the Maximo solution. The BV team will support SNWA in all relevant GIS data activities including but not constrained to: Data Model and Data Dictionary Management, GIS data editing (with SNWA approval).

The BV team will facilitate and/or participate in workshops related to GIS Master Data.

The BV Team will facilitate review and provide feedback on specification documents created by TRM as requested by SNWA.

Subtask 1.6 – Report Development

The Report Development process is included in every relevant “Development Sprint” of the project. While the BV team will participate in this process, we have not earmarked specific hours in our proposal but have included hours associated with report development in the Configuration Design subtask (1.3).

The BV team will facilitate and/or participate in workshops related to Report Development.

The BV Team will facilitate review and provide feedback on specification documents created by TRM as requested by SNWA.

Subtask 1.7 – Testing

The BV team will be engaged in the testing (Configuration, Integration, Data Migration, and User Acceptance) process in the evaluation of the Test Strategy, Test Plan and Test Scripts that will be created by TRM during the project. BV will ensure that these artifacts are delivered in accordance with industry better practices.

BV will participate in testing events to ensure that the tests are passed to SNWA’s satisfaction and that the defect identification and resolution process is efficient and effective.

The BV team will facilitate and/or participate in workshops related to testing.

The BV Team will facilitate review and provide feedback on specification documents created by TRM as requested by SNWA.

Subtask 1.8 – Training

The BV team will participate in all aspects of the training phase of the program from evaluation of the training materials created by TRM to participating in the End User training events to ensure that the SNWA team members have achieved a level of confidence and competence in using Maximo.

The BV team will facilitate and/or participate in workshops related to training.

The BV Team will facilitate review and provide feedback on specification documents created by TRM as requested by SNWA.

Subtask 1.9 – Go Live / Post Go Live Support

The BV team will support all relevant Go Live Activities. This includes, but is not limited to, activities such as review of cut over plans, participation in mock cut overs, and providing in person and remote support of team members upon the completion of Go Live.

The BV team will facilitate and/or participate in workshops related to Go Live / Post Go Live Support.

The BV Team will facilitate review and provide feedback on specification documents created by TRM as requested by SNWA.

Task 1 Deliverables

- Support of relevant activities identified in the Scope of Work
- Management of ADO Boards Solution
- Participation and/or Facilitation of relevant workshop events
- Review and Feedback of specification documents created by TRM

ASSUMPTIONS IN SCHEDULE & LEVEL OF EFFORT ESTIMATE

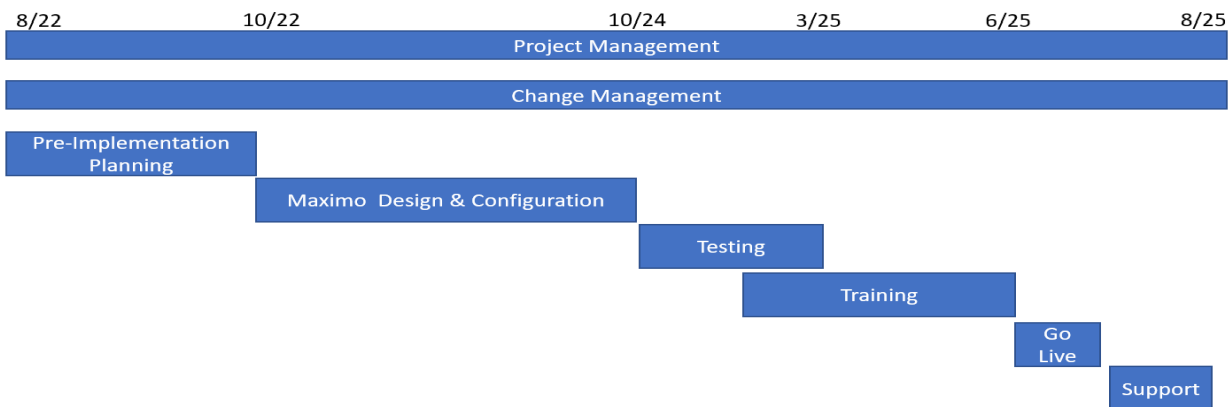
The following assumptions have been considered in development of this proposal:

1. SNWA will manage all matters related to the commercial concerns of the project with TRM.
2. SNWA will have relevant team members available to participate in this process to meet the deliverables and deadlines set out in this proposal
3. SNWA will provide a software solution (Microsoft Azure DevOps) to manage the requirements/epics and RAID (Risk, Action, Issues, Decisions) on the program.
4. Black and Veatch team will be provided access to SNWA Physical and IT Environments upon the completion of standard security process
5. Black and Veatch team will be onsite for relevant activities dependent on adhering to COVID-19 Security protocols
6. Standard working hours will be between 8:30 AM and 4:30 PM Pacific Daylight Time while team members will be available to collaborate outside of this time if agreed upon by all participating team members.

Proposed Schedule

The following table represents the proposed schedule for the process to be completed. This schedule does not consider any potential issues or conflicts with the SNWA team. The “Owner Engineer” work in Task 1

Project Timeline



RATES AND FEES

Task	Sub Task	Labor Hours	Labor Cost	Expense Cost	Total Cost
1.0 Implementation Support Services					
	1.1 Planning and Project Management	2956	\$749,560	\$23,530	\$773,090
	1.2 Data Conversion and Migration	986	\$210,724	N/A	\$210,724
	1.3 Configuration Design	2460	\$582,468	\$23,530	\$605,998
	1.4 Integration	908	\$194,312	\$18,865	\$213,177
	1.5 GIS Master Data	392	\$83,888	N/A	\$83,888
	1.6 Report Development	N/A	Costs included in Task 1.3		
	1.7 Testing	632	\$142,888	N/A	\$142,888
	1.8 Training	1296	\$307,152	\$18,385	\$325,537
	1.9 Go Live / Post Go Live Support	1080	\$255,424	N/A	\$255,424
<u>Total Program Investment</u>		<u>10,710</u>	<u>\$2,526,416</u>	<u>\$84,310</u>	<u>\$2,610,726</u>

EXHIBIT B

TRAVEL EXPENSE REIMBURSEMENT POLICY

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

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

1. Air Travel

- **Lowest Fare Routing:** Air travel should be in economy (coach) class and booked and expensed at the lowest available airfare.
- **Flight Changes:** Any changes to flight reservations which result in an additional cost must be pre-approved by 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:** PROVIDER shall invoice AUTHORITY using the GSA Lodging Rate. Higher rates must be pre-approved by AUTHORITY. If PROVIDER submitted rate is above GSA Lodging Rate without pre-approval, the AUTHORITY reserves the right to reimbursement at GSA rate, plus associated taxes calculated at GSA rate only.
- **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:** PROVIDER shall invoice AUTHORITY for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by AUTHORITY.

4. Meals and Incidentals

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

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

- **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
September 15, 2022

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an agreement between HDR Engineering Inc. and the Authority to provide professional engineering services on the expansion of two Authority pump stations in an amount not to exceed \$5,275,667.

Fiscal Impact:

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

Background:

On November 19, 2020, the Board of Directors approved the amended Major Construction and Capital Plan, which includes the Stage II: Sloan 2160 PS & Lamb 2350 PS Expansion Project (Project). The Project, as generally shown on Attachment A, is part of the Stage II Reliability Upgrades, provides enhanced reliability of water service delivery to the central Las Vegas Valley and supports the needs of the future Garnet Valley Water Transmission System.

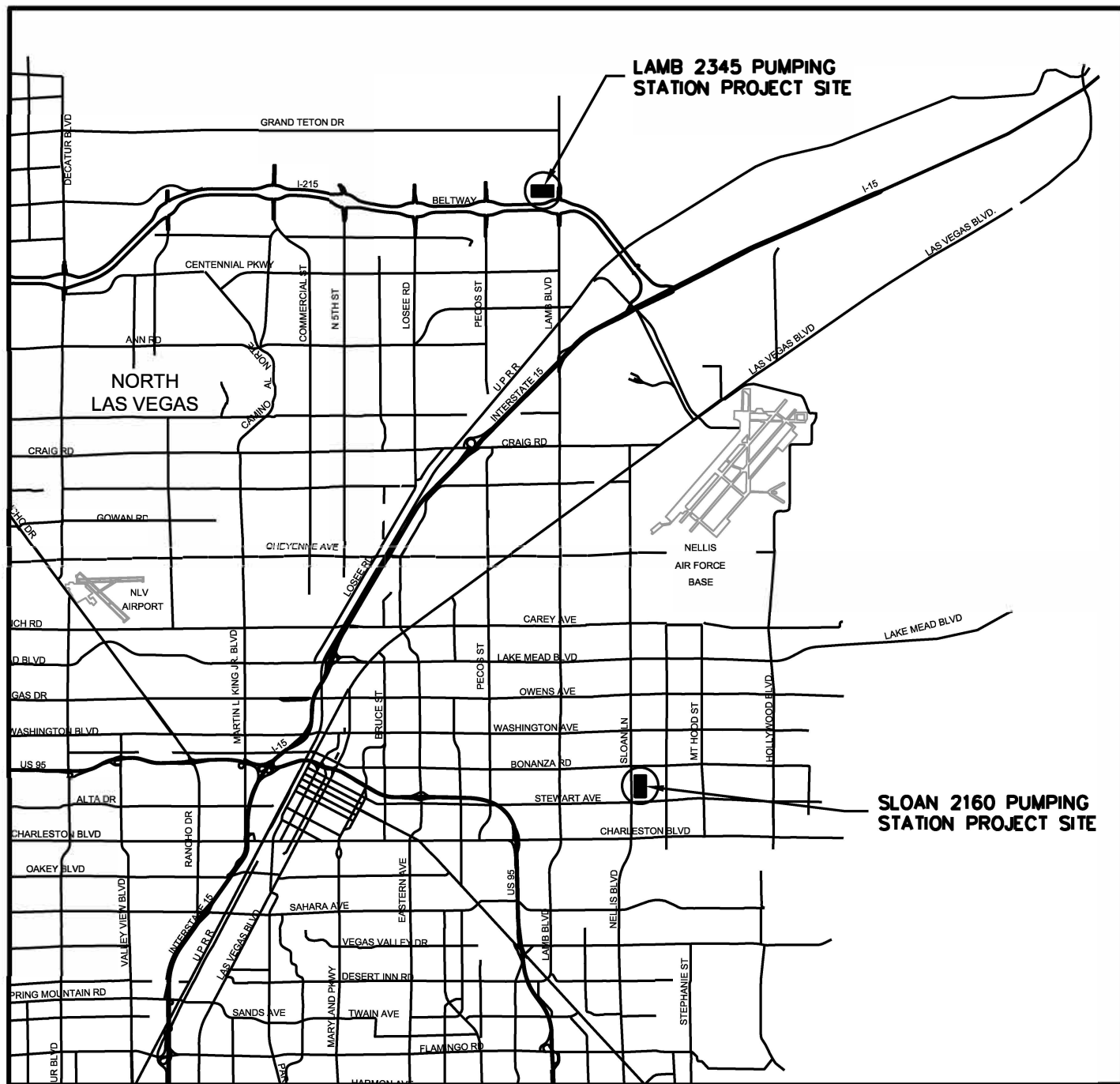
The Project includes the addition of four pumping units each to both the Sloan 2160 (Sloan) and Lamb 2350 (Lamb) pumping stations, motor control centers, programmable logic controllers, instrumentation and other ancillary devices, and electrical system upgrades. The electrical system upgrades provide redundancy, allowing Sloan to operate all pumps at Sloan and Lamb in the event of emergency conditions. Evaluation of the existing Sloan system will be performed to determine if heating and cooling systems need to be modified or new systems installed.

The selection of HDR Engineering Inc. (HDR) is recommended due to its knowledge of the previous expansions at Sloan and Lamb and the Garnet Valley Water Transmission System, to which this Project will connect.

If approved, the attached Agreement to Provide Professional Services would provide the terms and conditions necessary for HDR to complete the engineering design of the Project. The requested \$5,275,667 includes a contingency of approximately 10 percent.

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.

ATTACHMENT A



SOUTHERN NEVADA WATER AUTHORITY VICINITY MAP

NOT
TO
SCALE

STAGE II: SLOAN 2160 PS AND LAMB 2350 PS EXPANSION



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

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

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

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

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

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

Signature

Ryan Pearson/Eng. Division Manager

Print Name/Title

2/28/2022

Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between HDR ENGINEERING, INC., hereinafter called "CONSULTANT," and the 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:

- a) CONSULTANT shall provide any requested services, hereinafter referred to as "Services" or "Work," as described in **Exhibit A**, which is attached herewith and made a part of this Agreement. The specific Scope of Services and schedule for each task authorized pursuant to this Agreement shall be set forth in each subsequently executed Task Order, the format of which is attached hereto as Exhibit C. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any of the attached Exhibits, the provision contained in this Agreement shall govern and control.
- b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to 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.
- c) 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.
- d) 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. During this period, CONSULTANT agrees to provide Services as required by AUTHORITY within the scope of this Agreement. This Agreement may not extend more than seven years from Effective Date.

3) COMPENSATION:

- a) In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to AUTHORITY's satisfaction.
- b) 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.
- c) 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.
- d) 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 \$5,275,667.00

5) RESPONSIBILITIES OF CONSULTANT:

- a) 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.
- b) 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.
- c) 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.
- d) It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products that do not meet generally acceptable professional and technical standards.
 - i) 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.
 - ii) 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 negligent or wrongful performance or failures to perform under this Agreement.

- e) 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.
- f) 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:

- a) 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.
- b) 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, Anita Marquez, Engineering, telephone number (702) 691-5294 or their designee. AUTHORITY's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- c) 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.
- d) 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:

- a) 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.

- b) 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.
 - i) 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.
- c) 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:

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

15) COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK

- a) 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.
- b) 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:

- a) 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 or intentionally wrongful errors, negligent or intentionally wrongful 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.

- b) 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) INSURANCE:

a) General:

- i) 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.
- ii) 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.
- iii) 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.

- iv) 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.

b) Evidence of Insurance:

- i) 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.
- ii) 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.
- iii) Renewal certificates shall be provided to AUTHORITY not later than 15 days prior to the expiration of policy coverage.
- iv) All insurance policies shall require the insurer to provide a minimum of 30 calendar days' prior notice to AUTHORITY for any cancellation.

c) Insurance Coverages:

- i) 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.
- ii) 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.
- iii) 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.

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

18) 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.

19) 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 duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter AUTHORITY duties thereunder or to require AUTHORITY to do, or refrain from doing, anything contrary to the Nevada Public Records Act. AUTHORITY 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 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 coordinate a response to the request and strive to prevent the disclosure of information considered confidential 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. The CONSULTANT's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

20) USE OF MATERIALS:

- a) 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.
- b) 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.

21) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- a) 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").
 - i) 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.
 - ii) CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:
 - (1) Authorized users cannot give out their login information to another party.
 - (2) Authorized users shall notify AUTHORITY within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.
 - (3) Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.
 - (4) These PMIS Services are provided for the convenience of contractors and engineering firms. AUTHORITY is not responsible for any issues created by a malfunction of these PMIS Services.
 - (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.
 - (6) CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
 - iii) 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.
 - iv) 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.

- v) **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.
- vi) 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.
- vii) 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.
- viii) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.
- ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between 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.
- x) The PMIS Services are subject to the intellectual property rights of AUTHORITY and to the Nevada public records law.

22) DATA PRIVACY AND SECURITY:

- a) During the course of this Agreement, CONSULTANT will create, receive or have access to the AUTHORITY's Facility Information. and the Facility Information of the Southern Nevada Water Authority ("Authority") Facility Information means drawings, maps, plans or records that reveal the AUTHORITY's or the Authority's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the AUTHORITY and the Authority. Facility Information is deemed to be Confidential Information of the AUTHORITY and the Authority.
- b) CONSULTANT shall:
 - i) Keep and maintain all Facility Information in accordance with NIST 800-171.;

- ii) Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;
 - iii) Not create, collect, receive, access, or use Facility Information in violation of law;
 - iv) Use and disclose Facility Information solely and exclusively for the purposes of providing Work under this Agreement;
 - v) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the AUTHORITY without the AUTHORITY's prior written consent;
 - vi) 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; and
 - vii) Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are bound to comply with all provisions of this Data Privacy and Security section. CONSULTANT acknowledges that it will be liable to the AUTHORITY for any and all damages the AUTHORITY incurs from the failure of CONSULTANT or its Authorized Persons to comply with all provisions of this Data Privacy and Security section.
- c) CONSULTANT ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE CONSULTANT TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).
- d) Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by CONSULTANT or by the AUTHORITY to the extent that AUTHORITY 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.
- e) CONSULTANT shall:
- i) Notify the AUTHORITY of any Security Breach as soon as practicable, but no later than three (3) days after the CONSULTANT becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the AUTHORITY's contacts listed in the Notices Section below;
 - ii) At its own expense, coordinate and fully cooperate with the AUTHORITY in the AUTHORITY's handling of the matter;
 - iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
 - iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and
 - v) Reimburse the AUTHORITY for all actual costs incurred by the AUTHORITY in responding to and mitigating damages caused by any Security Breach.
- f) 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.

- g) 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.
- h) 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.

23) 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.

24) 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.

25) SEVERABILITY:

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

26) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- a) 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.
- b) 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.

27) EQUAL EMPLOYMENT OPPORTUNITY:

- a) 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.
- b) 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.

28) APPLICABLE LAW:

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

29) VENUE:

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

30) 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.

31) 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.

32) WAIVER:

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

33) CAPTIONS:

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

34) COUNTERPARTS:

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

35) INTEGRATION:

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

36) NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind CONSULTANT or 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: Craig Smart
770 E. Warm Springs Road STE 360
Las Vegas, Nevada 89119
craig.smart@hdrinc.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Anita Marquez
P.O. Box 99956
Las Vegas, Nevada 89193-9956
marqueza@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.

37) AMENDMENT:

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

38) AUDITS:

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

39) SURVIVAL:

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

40) FORCE MAJEURE:

- a) A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. CONSULTANT's economic hardship and changes in market conditions are not considered Force Majeure Events.
- b) 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.
- c) 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(b).
- d) The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

41) COMPANIES THAT BOYCOTT ISRAEL:

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

42) ELECTRONIC SIGNATURES:

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

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

HDR ENGINEERING, INC.

Southern Nevada Water Authority

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES
FOR THE
STAGE II: SLOAN 2160 PS AND LAMB 2345 PS EXPANSION DESIGN

The Scope of Services for this Contract shall be set forth in each subsequently executed Task Order, the format of which is attached hereto as Exhibit C. The Scope of Services included in each Task Order may include any professional services that the CONSULTANT is capable of providing in support of the AUTHORITY'S Stage II: Sloan 2160 PS and Lamb 2345 PS Expansion Design project including, but not limited to the preliminary design and final design efforts for the addition of four (4) pumping units to each Sloan 2160 and Lamb 2345 pumping stations, Sloan Pump Station electrical analysis, evaluation of cooling systems and HVAC, expansion and modification of instrumentation, controls, communications, and electrical equipment of existing cabinets, installation of discharge and suction piping, valve and applicable appurtenances, installation of variable frequency drives, replacement of existing vibration monitoring equipment, replacement of power monitoring systems, replacement of existing excitation packages, electrical coordination study, modification to existing electrical gear, replacement of pressure switches, transfer switch replacement, PLC back panel replacements, installation of HVAC systems, painting of pumps and piping, and support during testing, construction and start up. Scope of Services for each subsequently executed Task Order may include, but are not limited to the following:

- Project Management and Administration
- Meetings, Workshops and Coordination
- Project Quality Management
- Design Scheduling and Progress Reporting
- Site Reconnaissance and Analysis
- Pre-Design Criteria Workshop and Memorandum
- Early Work Packages for Early Procurement
- Sloan Electrical Improvements Analysis
- Evaluation of Cooling Systems, HVAC
- Electrical Coordination Study
- Pump Hydraulics and Transient Analysis
- Preliminary and Final Design Engineering
- CMAR Coordination Meetings
- Risk Register Development, Workshops and Updates
- Construction Scheduling
- Opinions of Probable Construction Costs, Independent Cost Estimating
- Construction Phase Support and Coordination
- Value Engineering
- Pre-Construction Conference
- Shop Drawing Review
- Contractor Request(s) for Information
- Site Meetings
- Specialty Work Observations (Pump, Valve, MCC Tests)
- Construction Record Drawings
- Supplemental Services as Approved

The AUTHORITY agrees to pay the CONSULTANT either on a lump sum basis or on the basis of direct salary times a multiplier of **3.15**, plus approved non-salary expenses. AUTHORITY will determine which method used to pay the CONSULTANT on a task-by-task basis for each Task Order.

1. Lump Sum: For tasks on Task Orders that AUTHORITY determines will be paid on a lump sum basis, Consultant will invoice monthly for the percent complete of the scope of services for each task.
2. Direct Salary Times Multiplier: For tasks on Task Orders that AUTHORITY determines will be paid on the basis of direct salary times a multiplier of 3.15, plus approved non-salary expenses, CONSULTANT will invoice monthly for actual hours spent, times the direct hourly rate, times the multiplier of 3.15. Actual costs of expenses will be charged at actual cost. Actual cost of subconsultant services will be charged at actual cost plus 5% administrative charge. Mileage will be billed at the Federal rate. The following range of direct hourly rates are valid for the duration of the Project.

Position	Direct Salary Hourly Rate
PIC/Principal	\$155-\$175
Quality Manager	\$115-\$130
Technical Advisor	\$100-\$115
Project Mgr/Design Lead	\$95-\$120
Discipline Lead	\$90-\$105
Sr. Engineer	\$80-\$95
Project Engineer	\$60-\$75
Staff Engineer	\$35-\$45
Sr. CAD	\$55-\$65
CAD	\$35-\$45
Project Controls	\$50-\$55
Admin	\$35-\$40

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.

EXHIBIT C
TASK ORDER

Agreement Number: #####.0.0

Task Order Number:

This Task Order is made part of and governed by the terms and provisions of the Master Services Agreement, dated the _____ day of _____, 20____ ("Agreement"), by and HDR Engineering, Inc. ("CONSULTANT") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (the "AUTHORITY"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

Scope of Services: In performing its work under this Task Order, CONSULTANT shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by CONSULTANT. CONSULTANT agrees to perform the following scope of services in accordance with the Payment Basis set forth below.

Describe Scope of Services, fees, and compensation basis here

TASK ORDER SUMMARY

The AUTHORITY previously authorized \$x.xx under this Agreement. This request is for the AUTHORITY to authorize \$x.xx. Including this Task Order No. xx, the total amount of authorized Services will be \$x.xx. Therefore, the remaining balance under this Agreement after the authorization of this Task Order will be \$x.xx

APPROVAL/ACCEPTANCE

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. This Task Order consists of this document and any supplemental pages attached and referenced hereto.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

HDR ENGINEERING, INC.:

SOUTHERN NEVADA WATER AUTHORITY

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign a purchase agreement between R&R Instrument Company and the Authority for the purchase of REXA actuators from October 1, 2022, through September 30, 2027, in an amount not to exceed \$2,595,000 annually, with increases not to exceed 10 percent per contract year.

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:

The Authority has been utilizing REXA actuators since 1995. REXA actuators have proven to deliver improved performance and reliability within the Authority's production system in comparison to other actuator manufacturers. REXA's engineered process control solutions in linear and rotary actuator configurations are specific to the Authority's rate of flow and pump station control and isolation valves. Service and support provided by R&R Instrument Company (R&R), including on-site startup, commissioning, troubleshooting, and repair, far exceeds service and support currently available from other actuator suppliers, and therefore is paramount to the Authority's ability to continually assure quality water through reliable and highly efficient systems. The Authority wishes to continue the use of REXA actuators within the production system as installation and preventative maintenance costs are favorable when compared to other actuator manufacturers.

If approved, this agreement provides the terms and conditions necessary to contract with R&R for the procurement of REXA valve actuators. This item would also authorize increases to the annual amount of \$2,595,000 by up to 10 percent per contract year. These increases would cover anticipated price increases included in the REXA Price Agreement and increased usage. REXA actuators were selected based on past performance and reliability. R&R is the sole authorized distributor for REXA products in Nevada.

This agreement is being entered into pursuant to NRS 332.115.1(d) and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.



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

LVVWD/SNWA/SSEA

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Partnership
Business Designation Group:	["WBE - Women-Owned Business Enterprise: An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.", "SBE - Small Business Enterprise: An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.", "VET - Veteran Owned Business: An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans."]
Number of Clark County Residents Employed:	0
Corporate/Business Entity Name:	R & R Instrument Company
Doing Business As:	
Street Address:	1969 Avenida Monte Vista
City, State, and Zip Code	San Dimas, California 91773
Website:	
Contact Name:	Richard Dziubaniuk
Contact Email:	richdz@roadrunner.com
Telephone No:	(626) 967-3391
Fax No:	

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Richard Dziubaniuk	Partner	49
Ruth Dziubaniuk	Partner	51

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Richard Dziubaniuk
Signer Title:	Partner
Signer Email:	richdz@roadrunner.com
Signed Date:	2022-06-02

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

John Castiglione
Signature

John Castiglione
Print Name/Title

8-8-2022
Date

PURCHASE AGREEMENT

BID NO. 010284.0

This Purchase Agreement Bid No. 010284.0 ("Agreement") is made and entered into, by and between the Southern Nevada Water Authority ("Authority") and R&R Instrument Company ("Supplier"), collectively, the "Parties". The "Effective Date" is the date of last signature on this Agreement.

The Parties do mutually agree as follows:

- a) Authority agrees to purchase, and Supplier agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents, as defined in Section d), and throughout the term of the Agreement.
- b) The Supplier certifies that the Supplier has read and understands every provision contained in the Contract Documents. Supplier shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
- c) For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Authority will pay the Contract Prices specified in the REXA Price Agreement, Revision 2, dated May 9, 2022 (REXA Price Agreement), in the manner and upon the conditions set forth in the Agreement.
- d) The Contract Documents which comprise the entire agreement between the Authority and Supplier for performance of this Agreement shall consist of the following:

Purchase Agreement Bid No. 010284.0
PO Terms and Conditions for the Purchase of Goods and Services
REXA Price Agreement
Disclosure of Ownership and Principals form

Any conflict or inconsistency among the Contract Documents shall be resolved in favor of the documents in descending order according to the above list in this Section d).

- e) Except as otherwise provided in the Contract Documents, this Agreement shall terminate upon the expiration of the REXA Price Agreement.
- f) The following terms shall survive termination of this Agreement:
 - a. Sections d) and f) of this Agreement; and
 - b. Sections 1, 8, 9, 17, 18, 19, 20, and 21 of the PO Terms and Conditions for the Purchase of Goods and Services.

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

R&R Instrument Company

Southern Nevada Water Authority

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 15, 2022

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 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.