

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – JULY 20, 2023

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

Board of Directors

Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
Scott Black
Olivia Diaz
Jim Gibson
Justin Jones
Steve Walton

John J. Entsminger,
General Manager

Date Posted: July 13, 2023

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 July 19, 2023, 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 May 18, 2023.
2. *For Possible Action:* Appoint a chair and vice chair to preside over the Board of Directors for Fiscal Year 2023/24.
3. *For Possible Action:* Receive a presentation from the Authority's Youth Conservation Council and direct staff accordingly.

CONSENT AGENDA Items 4 – 6 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

4. *For Possible Action:* Approve and authorize the General Manager to sign an amendment to the agreement between Black & Veatch Corporation and the Authority for professional engineering design and construction support services for the River Mountains Water Treatment Facility Microbiology Research Laboratory Expansion Project increasing the not to exceed amount by \$715,864.

5. *For Possible Action:* Approve and authorize the General Manager to sign an amended and restated interlocal agreement between the City of North Las Vegas and the Authority for the conversion of approximately 2,142,200 square feet of irrigated turf with water-efficient landscaping and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed \$4,000,000.
6. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Aquatic Ecosystem Restoration Projects grants program seeking \$20,000,000.

BUSINESS AGENDA

7. *For Possible Action:* Approve and authorize funds in an amount not to exceed \$10 million to support the installation of up to 100,000 trees under a new Tree Enhancement Program and authorize staff to implement the incentive as a supplement to the Water Smart Landscapes program.
8. *For Possible Action:* Approve and authorize the General Manager to enter into an agreement, in substantially the same form as attached hereto, between Green Chips, a Nevada non-profit corporation dba ImpactNV, and the Authority to support the installation of approximately 1,000 trees as part of an Urban Forest Initiative and to help fund the project for an amount not to exceed \$500,000.
9. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Brown and Caldwell and the Authority to provide professional services on the Boulder City Effluent Reuse Project for an amount not to exceed \$5,000,000.
10. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Parsons Corporation dba Parsons Water & Infrastructure, Inc., and the Authority for program management services for capital projects in an amount not to exceed \$150,000,000.
11. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between MWH Constructors, Inc., and the Authority to provide construction manager at risk pre-construction services in support of the Ozone Equipment Upgrade Project for an amount not to exceed \$30,000,000.
12. *For Possible Action:* Award a contract for on-call repair, maintenance and construction services to MMC, Inc., in the amount of \$2,500,000, authorize a change order contingency amount not to exceed \$250,000, and authorize the General Manager to sign the construction agreement and up to four renewals.
13. *For Possible Action:* Approve an increase to the maximum incentive issued for Water Efficient Technologies projects associated with consumptive water use reduction for evaporative cooling conversions from \$45 to \$70 per 1,000 gallons of water saved annually, ratify the rebate incentive for wet-to-dry cooling from \$950 to \$1,500 per ton converted, and remove the \$500,000 annual cap for all evaporative cooling projects that fall under the Water Efficient Technologies program.
14. *For Possible Action:* Approve guidelines for the Authority's voluntary Septic Conversion Program, including authorization for the General Manager, or its designee, to execute agreements and ministerial documents, and issue reimbursements consistent with such guidelines.
15. *For Information Only:* Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Southern Nevada Water Authority. Please limit your comments to three minutes or less and refrain from making comments that are repetitious, offensive, or amounting to personal attacks. No action may be taken upon a matter not listed on the posted agenda.

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING
MAY 18, 2023
MINUTES**

CALL TO ORDER 9:02 a.m.

BOARD MEMBERS PRESENT Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
Scottt Black
Olivia Diaz
Jim Gibson
Steve Walton

BOARD MEMBERS ABSENT Justin Jones

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

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

Laura McSwain spoke concerning the tentative budget and policies that contribute to and exacerbate drought conditions in the Las Vegas Valley. She spoke concerning parts of Southern Nevada becoming uninhabitable due to excessive heat. She said that the Authority's conservation goal of 86 gallons per capita per day was a death nail for her neighborhood and the community at large. She said that excessive use charges were skewed unfairly as a penalty and constitutionally prohibited. She said that the charges make caring for legacy trees unsustainable. The water conservation policies adversely impact property values and financial security.

Christopher Allen, Shaily Jain, Caleb Brooks, Anna Benda, Karina Mirkovich, and Laura McSwain submitted written public comments. A copy of their comments are attached to these 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 meetings of March 16, 2023, and April 20, 2023.

FINAL ACTION: Director Gibson made a motion to approve the agenda for this meeting, and to approve the minutes from the regular meetings of March 16, 2023, and April 20, 2023. The motion was approved.

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

2. ***For Possible Action:*** Renew the Amended and Restated Interlocal Contract between the Las Vegas Valley Water District and the Authority, which authorizes the General Manager of the District to serve as the General Manager of the Authority and utilize the staff and resources of the District to manage the affairs of the Authority.
3. ***For Possible Action:*** Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between The WLB Group, Inc., and the Authority to provide professional services for the trail design services for the Warm Springs Natural Area Phase IV in an amount not to exceed \$168,432.
4. ***For Possible Action:*** Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Environmental Water Resources Projects grants program seeking \$743,329.
5. ***For Possible Action:*** Approve and authorize the Chair to sign, in substantially the same form as attached hereto, an interlocal agreement among the City of Henderson, the City of Las Vegas, the City of North Las Vegas, Clark County, the Clark County Regional Flood Control District, the Clark County Water Reclamation District, and the Authority to establish funding allocations and the budget for Las Vegas Wash activities in Fiscal Year 2023/24 and approve the Authority's allocation of \$808,096.

6. ***For Possible Action:*** Approve and authorize the General Manager to sign an amended and restated retail access form of service agreement for network integration transmission service among Nevada Power Company, doing business as NV Energy, the Colorado River Commission of Nevada and the Authority, and authorize the General Manager or his designee to approve future term extensions and ministerial or administrative changes to this agreement.
7. ***For Possible Action:*** Approve a resolution updating the authority of the Southern Nevada Water Authority's NRS Chapter 332 Authorized Representative, authorizing the General Manager, or designee, to continue as the Authority's authorized representative, as defined by NRS 332.025(1) of the Local Government Purchasing Act, and, to the extent authorized by the Act, to develop, award, and execute contracts subject to certain fiscal and other limitations.

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

BUSINESS AGENDA

8. ***For Possible Action:*** Approve and authorize the General Manager to sign a professional services agreement between Research Triangle Institute, doing business as RTI International, and the Authority for an amount not to exceed \$224,939 for the evaluation of remotely sensed evapotranspiration and consumptive use modeling implementation in the Colorado River Basin.

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

9. ***For Possible Action:*** Conduct a Public Hearing on the Tentative Budget for the Authority and subsequently adopt a Final Budget for Fiscal Year 2023/24.

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

Chair Kirkpatrick opened the public hearing. Ed Uehling said the Authority was formed for the benefit of the people of Southern Nevada, but instead residents were impacted by constantly increasing rates and water use restrictions. He said that the organization also continued to borrow money. He said that the Authority claimed to be conserving water, but instead it was transferring water from existing users to other users, particularly homebuilders. Instead of putting restrictions on existing users, the Authority should look for new sources of water. He complimented the cooperative project in Southern California to recycle water and augment Nevada's water supply, but he said that project had not been implemented. He said that water rates should be double for new customers in Southern Nevada.

Daniel Braisted said that there should be a third-party management audit conducted on operations at the Authority and Las Vegas Valley Water District. He said that it appeared that the organizations spend large amounts of money and that the operations should be audited. He also said that a system should be developed to transfer excess water from the Missouri River into the Colorado River Basin. Director Gibson said that the Authority and the Water District are audited annually by highly-rated public accounting firms to ensure the fiscal integrity of the organizations.

Chair Kirkpatrick closed the public hearing.

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

10. ***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.

Colby Pellegrino, Deputy General Manager – Resources, gave an update on water resources and conservation initiatives. A copy of her presentation is attached to these minutes.

NO ACTION REQUIRED

Public Comment

Ed Uehling said that the Authority's efforts to remove grass in Southern Nevada was causing thousands of trees to die, which will cost billions of dollars as the Valley suffers from increased heat. He said that the Authority has shown no interest in addressing heat island affects. He said that the Authority's operations and management should be audited. He suggested that perhaps the organizations could be operated by hundreds of less employees for less money.

Daniel Braisted said that he observed water waste near Bruce and Charleston but could not find a phone number or way online to report water waste. He suggested that the Authority make it easier for residents to report water waste.

Alicia Revzin said that she lived in the downtown corridor outside of the medical district. She said that the water rates and fees were not only negatively impacting current residents but also the future generation with a lack of trees. Trees, shrubbery, and greenery are needed to combat pollution from nearby roads and freeways. She said that the increased carbon dioxide levels from the removal of grass and trees would deplete the ozone layer, increase heat in the valley and deplete water in Lake Mead. She said that the decisions that the Authority was making lacked basic scientific understanding of how the ecosystem functions. She said that she cannot financially plan for her family because she had to spend every penny just to bring water to her home. She urged the reconsideration of the excessive use charges.

Michelle Benda said that she had lived in her downtown neighborhood for 20 years. When she bought her house, her yard had native Mesquite trees, which they have kept. They removed some of the grass that was in the yard and have tried to be good stewards of water and their landscaping. Although they follow the Authority's watering schedule, they are still being negatively impacted by the new fees and charges. She asked for reconsideration of the fees and fines.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 9:40 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.

From: Christopher Allen <christopher@hkmproductions.com>
Sent: Wednesday, May 17, 2023 10:23 PM
To: &PublicComment
Subject: {External} Water Usage for Larger Lots (Fines and Potential Shut Off)

My wife and I live in McNeil Estates, a neighborhood established in 1957. Larger lots with mature landscapes can't survive under these unreasonable new fines and the potential water shut off, and losing many environmental benefits. Homeowners on larger lots should not be compared with zero lot line homes. Our older established neighborhood will lose 50 plus year old trees and mature landscapes which will result in more electricity used to cool homes due to the loss of shade trees and bushes, which will inevitably reduce home values. California needs to reduce water consumption based purely on population and gallons of water used. Nevada is not even 10% the size of California's population. Yet Nevadan's, especially those with older neighborhoods and larger lots are unfairly paying a heavy price per gallon. Once the residents reduce water usage and SNWA has a reduction of revenues from the fines, will SNWA have enough resources to manage and uphold the city's water quality and needs for the residents of Las Vegas. I'm guessing rates will go up to maintain this high level of revenue. We need to meet with an SNWA representative ASAP.

Christopher and Raquel Allen
702-525-5544

From: Shaily Jain <shailyjain7@gmail.com>
Sent: Wednesday, May 17, 2023 10:19 PM
To: &PublicComment
Subject: {External} Water issues for larger lots with mature trees

To the Board Members of SNWA,

I am writing as a resident and homeowner in the McNeil Estates to express my concern about some of the water conservation policies being implemented that seem to not consider the issue of heat island effect and green urban pockets.

As per the Mayor's tree initiative (<https://mayorsfundlv.org/initiatives/tree-initiative/>), 60,000 trees have to be planted by 2050. Neighborhoods like ours have mature tall trees that are 50-70 years old that are essential in the fight against climate change, as they capture and store more carbon in their roots, stumps and branches than younger trees.



The drastic water rate hikes and excessive overuse charges do not account for older neighborhoods with mature landscapes, older tall trees that provide much needed urban canopy, larger lots. It is discriminatory toward residents of this community that have been stewarding the climate maintenance legacy by investing and maintaining the viability of mature trees on their yards. One size fits all is not a policy that accounts for thoughtful and comprehensive assessment of climate change needs which include water conservation needs.

It is short sighted and myopic to invest in tree planting while you force residents to cut down their mature trees. The SNWA should be considering giving residents water credits for mature trees and what they do for the urban landscape in mitigating the heat island effects.

These water rate hikes were introduced without public input and fair representation, while the city continues on the path of unprecedented city growth by investing in new communities. The SNWA still allows for new pool construction in new communities which is part of the outdoor water use that does nothing for the environment. <https://www.snwa.com/landscapes/pools-and-spas/index>.

Lastly, our community feels blindsided as the water rate hikes that were approved and implemented without any engagement and warnings to the residents. The water district did not send in mailers with big red bold letters saying "water hike 3+ times coming soon for you" or "please check your water bills today and make immediate changes" which might have gotten our attention sooner. No, our regular water bills came and were auto-paid just like before (as we are signed up for payment online). And while the mailers and social media advertising for watering restrictions which we religiously follow came fast and furious thanks to the exceptional advertising by the water district, there were no such corollary educational warnings or letters that had a table with estimators and how they would personally affect our bill this coming summer. Something that says, if your bill was \$600-700 last July, expect it to be \$1800 this July. Also nowhere on the bill does it alert us to the consideration that we might be the top 1, 5, 10 or 20% of water users in the Vegas valley. I still do not know where my water usage stands.

This does not demonstrate any meaningful engagement with the community that you want to partner with in a common goal towards water conservation.

Moreover, to add insult to injury, we are being portrayed as water wasters without consideration of the size of our lots and the mature trees that grow on our lots that help this entire community as acknowledged by the mayor on the

website for the tree initiative- Going green for good health by improving air quality, health and well being effects and cooling properties, all essential for the longevity and sustainability of city life in Las Vegas.

We urge to arrange for a meeting as soon as possible with the SNWA and the board members that are responsible for this water conservation policy so that some reasonable solutions can be implemented.

Shaily Jain M.D.
214-642-3015

From: Caleb Brooks <revcaleb@hotmail.com>
Sent: Wednesday, May 17, 2023 10:02 PM
To: &PublicComment
Subject: {External} The Needless Death of Mature Trees

To the Board Members of the SNWA:

Residents of Las Vegas know that the city streets are H-O-T! No, we're not talking about its vibrant and bustling culture and entertainment—we mean, quite literally, the temperature is HOT. And it's only getting hotter. With temperatures rising annually since 1970, Las Vegas is the fastest-warming city in the United States. Urban planners, academics and city leaders all agree that trees help to keep our communities cooler and healthier and that we need to help curb those high temps in our valley neighborhoods.

There are multiple reasons that trees are important to our community....

Trees improve overall quality of life by adding green space to communities and enhancing neighborhood aesthetics.

Cooling Effect: Trees release water vapor from their leaves, which produces a cooling effect. The overall cooling effect of a single, mature tree is equivalent to 10 air conditioning units running for 20 hours a day.

Air Quality: Planting trees remains one of the most cost-effective ways of drawing carbon dioxide from the atmosphere. Research has shown a 60% reduction in particulates from car exhaust fumes on streets lined with trees.

Health/Well-Being: Trees have proven positive impact on skin cancer, asthma, hypertension, and other stress-related illness by filtering out polluted air, reducing smog formation, providing shade from solar radiation, and creating an attractive, calming setting for recreation.

Just imagine, for generations to follow, Las Vegans will admire these trees while reaping all the health benefits. Trees not only produce immediate benefits for residents, they will continue to do so for many lifetimes.

Though I agree with them 100%, the above words are not mine...they are taken from the Mayor's Initiative website describing the city's project to "fund the city's long term plan to create tree canopies across the city by planting more than 60,000 trees by the year 2050." These are to be "both mature trees as well as nursery trees for planting."

So you can imagine my confusion as a homeowner of a 1950s home in one of the several historic neighborhoods in Las Vegas with a long-established landscape including mature trees as I am being labeled a water waster and financially punished by recent water district choices and seemingly more in proposed upcoming changes. Since purchasing this home 15 years ago we have xeriscaped, replaced almost all of our grass, installed a pool cover on the existing pool, replaced every foot of irrigation pipes with new, and maintain as close an eye as we can on the system on an ongoing basis. And, given the water situation across the Southwest, have plans to remove some more plants and replace our last small area of grass (now that our son is not a toddler). And yet, given the mature trees we feel that we are stewards to (not just for us but for the neighborhood and the future) we are being forced to consider having to let these trees die as we cannot afford to water them under the excessive fees we are to be levied. This conversation and pain is happening throughout our neighborhood and (I'm sure) the many other older neighborhoods that include mature trees.

We are all ready and willing to do our share to conserve water. We are willing to pay larger water bills than most (as we have done since we moved in). But it seems unfair that in the most recent (and most surprisingly draconian) rate hikes no consideration to lot size was given when the water tiers and excessive fees were established, and that there is no consideration for the value (for all of us) of mature trees.

It is DOUBLY maddening to then click open a city-related website and see Las Vegas government tooting its own horn about “being consistently recognized as a Tree City USA” since 1989 by the Arbor Day Foundation, talking about a goal of “build the city’s urban tree canopy by 20% by 2035”, and asking for “\$10,000 to purchase 10 park-ready trees.” You apparently get a plaque with that too. Well how about you give me \$10,000 in water credits over the next ten years and I will keep my trees alive for Las Vegas. You don’t have to plant them. They’re already established and helping with the mayor’s excellent goals of keeping the city cooler, cleaning the air, and all that good stuff mentioned in the site. You can even keep the plaque.

Please consider meeting with me and my concerned neighbors to discuss immediate action on what can be done to help historic neighborhoods, homes with larger lots, and stewards of mature trees be able to keep the important ecological integrities of our neighborhoods.

Caleb Brooks

(702) 769-4865

From: Michelle B <mbenda364@gmail.com>
Sent: Wednesday, May 17, 2023 9:41 PM
To: &PublicComment
Subject: {External} Public Comment

SNWA Board
Board of Directors Meeting
May 18, 2023

I am Anna Benda, and I am writing to ensure my voice is heard.

The changes to the water rates, specifically the excess water usage fee, is incredibly troubling to me. I am stunned that these fees lack any equity in relation to size of residential lots, number of occupants per property, age of mature landscaping and more. I hope your board is prepared to demonstrate the methodology you used to arrive at these numbers and formulas. That I believe is the very least you owe us at this time.

Our neighborhood, McNeil Estates, is requesting a meeting with your members as soon as possible. I believe our President, Laura McSwain, as well as others will be reaching out.

Sincerely,
Anna Benda
mbenda364@gmail.com

From: karina giraldo <kgiraldolv@gmail.com>
Sent: Wednesday, May 17, 2023 9:23 PM
To: &PublicComment
Subject: {External} AB220

Dear SNWA

I am Karina Mirkovich, and I am writing to express my deep reservations about the language used in AB220, which grants the LVVWD the ability to reduce our water allowance. I firmly believe that this provision is not a wise decision. The language employed is alarmingly vague, lacking the clarity and transparency the public deserves. In order to ensure accountability, I propose the implementation of a special hearing that would allow real-time visibility for the community, especially during dire circumstances that call for immediate action.

Currently, the meetings held by the LVVWD take place exclusively during business hours, making it difficult for many members of the public to attend and voice their concerns. This lack of accessibility severely limits public participation and dilutes the true representation of our community's interests. Moreover, the water district's efforts for public outreach could be more adequate, confined only to mailers that contain insufficient language about the financial implications for homeowners and business owners resulting from their policies. This dearth of comprehensive information deprives us of our right to make informed decisions regarding our water usage.

Recently, the water district introduced excess water usage charges without proper community engagement. This unilateral decision further emphasizes the need for a more inclusive approach, ensuring that the concerns and insights of the public are taken into account. Granting such broad and stringent authority without a well-defined plan is undoubtedly contrary to the best interests of our community's welfare.

I kindly request your consideration of these concerns. It is essential that the language in AB220 be revisited to provide greater accountability, transparency, and public involvement. The inclusion of a special hearing process and the provision of real-time visibility will foster a more inclusive decision-making process, ensuring that the voices of the community are heard and respected.

Thank you for your attention to this matter.

Karina Giraldo Mirkovich, REALTOR®

Alchemy Investments Nevada

License S.068904

PureWest Christie's Montana

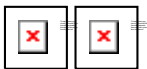
License: RRE.RBS.99397

C. (702) 480-9131

O. (702) 751-1161

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Laura McSwain 2727 Ashby Ave, representing McNeil Estates Neighborhood Association

I am here to object to your agenda, particularly your budget and the policies you are promoting at the peril of our neighborhood, local community and our State. There is a plethora of data that supports how these policies are contributing to and exacerbating our drought conditions. There is no time to delineate this data in this setting, but suffice it to say that an online article published by Kim Passoth just April 19th of this year, Dr Lehmann, professor of architecture and urbanism at UNLV was quoted as saying "some scientists predict that by the end of the century some areas of Southern Nevada will become uninhabitable due to excessive heat." Absent an immediate course correction, a legacy of blight and uninhabitability will be on your shoulders.

The LVVWD's stated objective to limit water consumption to 86 gallons per day per capita is a death nail for our neighborhood and the valley at large. You might as well bring in a bulldozer and wipe out the legacy neighborhoods throughout the valley such as the NW Rural Preservation Are, Sections 10 and 11, Palomino, and Rancho Nevada, to name a few, because once compromised there is no turning back.

Having ushered in excessive use charges, (which by the way are skewed unfairly as a penalty and are constitutionally prohibitive) are being touted as successfully reducing water consumption, and have making the maintenance of our legacy trees and functionality of the ecosystems they create, unsustainable. It amounts to a taking of our properties absent a formal notice of condemnation. You are threatening our property values, our financial security, and the outlook of Southern Nevada under the guise of water conservation policies that are overly simplified and flawed.

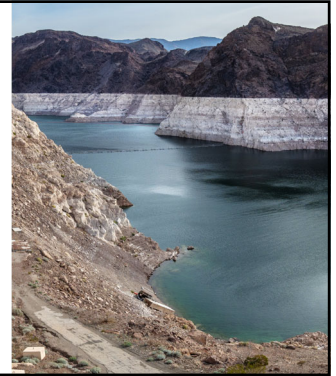
Constitutionally we are entitled to equal protection under the law and the people who pay more in taxes for their larger parcels are being penalized while all along we have been paying our share for water services. Not to mention that there is an implied contract between LVVWD as a utility provider and the owner of the properties, that the utilities will be available for the services of their properties. There is also inherently a conflict of interest between the board of the LVVWD and the SNWA that must be corrected as it arguably has contributed to where we are now.

 5/18/2023



2022-23 Highlights

- Cash defeasance of **\$21.7 million**, as supported by IRPAC recommendations
- Entered into **conservation MOU** among urban municipalities within the Colorado River Basin
- Worked with member agencies to **approve and adopt conservation** regulations to further reduce consumptive water uses, including golf course water budget reductions, pool size limits and an evaporative cooling moratorium
- Received approximately **\$40.7 million in grant funding**, approximately \$9.7 million pending
- Chaired committee to develop and provide **water-related recommendations** to incoming Governor Lombardo
- The **Wall Street Journal** recognized Southern Nevada as "one of the most water-minded places on Earth"

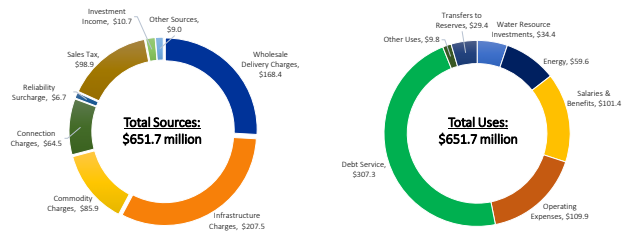


2023-24 Budget Overview

- Sources of funds reflect IRPAC-approved inflationary-catch up increases
- Capital expenses up 40 percent, reflecting increasing work efforts on major construction activities including those identified within the MCCP
- Indexed rate adjustments continue to use a conservative 25-year average (well below experienced inflation adjustments)
- Sales Tax revenues reflect a return to pre-pandemic levels

SNWA Operating Budget

2023-24 Sources and Uses Summary



Amounts in million dollars. Totals are rounded.

SNWA Operating Budget

2023-24 Sources of Funds

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
SOURCES				
Wholesale delivery charge	\$ 149.8	\$ 164.0	\$ 168.4	\$ 4.4
Infrastructure charge	180.5	194.4	207.5	13.0
Commodity charge	73.4	79.2	85.9	6.7
Connection charge	111.1	55.7	64.5	8.9
Reliability surcharge	6.2	6.3	6.7	0.4
Sales tax	89.3	89.5	98.9	9.5
Investment income	(40.8)	11.4	10.7	(0.7)
Other sources	13.0	8.8	9.0	0.2
SNWA SOURCES	\$ 582.5	\$ 609.3	\$ 651.7	\$ 42.4

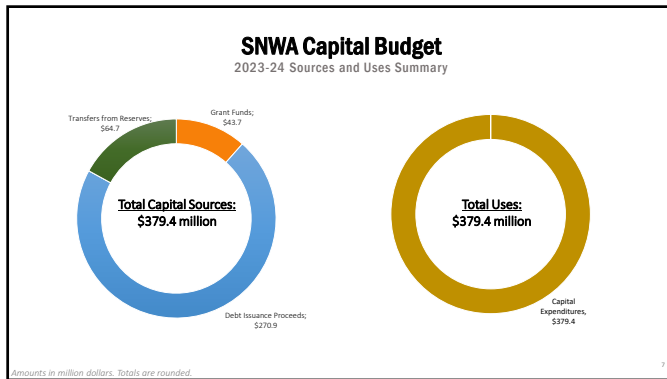
Amounts in million dollars. Totals are rounded.

SNWA Operating Budget

2023-24 Uses of Funds

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
USES				
Water resource investments	\$ 7.3	\$ 31.8	\$ 34.4	\$ 2.6
Energy	43.9	51.6	59.6	8.0
Salaries and benefits	81.0	94.1	101.4	7.3
Operating expenses	66.3	91.3	109.9	18.6
Debt service	281.9	291.2	307.3	16.1
Other uses	3.9	0.2	9.8	9.6
Transfers to reserves	98.3	49.1	29.4	(19.8)
SNWA USES	\$ 582.5	\$ 609.3	\$ 651.7	\$ 42.4

Amounts in million dollars. Totals are rounded.

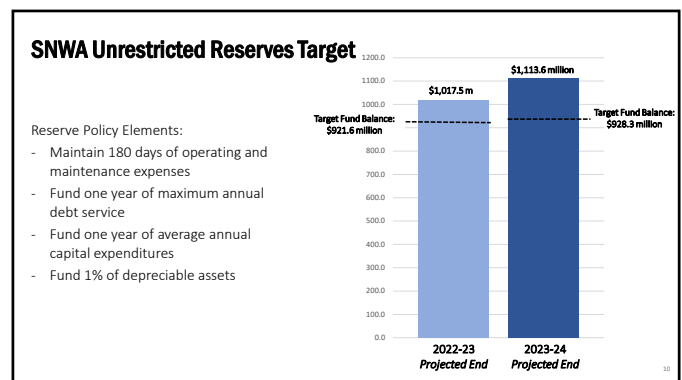


SNWA Capital Budget
2023-24 Sources of Funds

SOURCES	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
Grant funds	\$ -	\$ 10.0	\$ 43.7	\$ 33.8
Debt issuance proceeds	351.6	-	270.9	270.9
Other sources	5.2	-	-	-
Transfers from reserves	-	260.3	64.7	(195.6)
SNWA SOURCES	\$ 356.9	\$ 270.3	\$ 379.4	\$ 109.1

SNWA Capital Budget
2023-24 Uses of Funds

USES	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
Capital expenditures	\$ 73.7	\$ 270.3	\$ 379.4	\$ 109.1
Other uses	3.9	-	-	-
Transfers to restricted reserves	279.3	-	-	-
SNWA USES	\$ 356.9	\$ 270.3	\$ 379.4	\$ 109.1



2023-24 Budget Summary

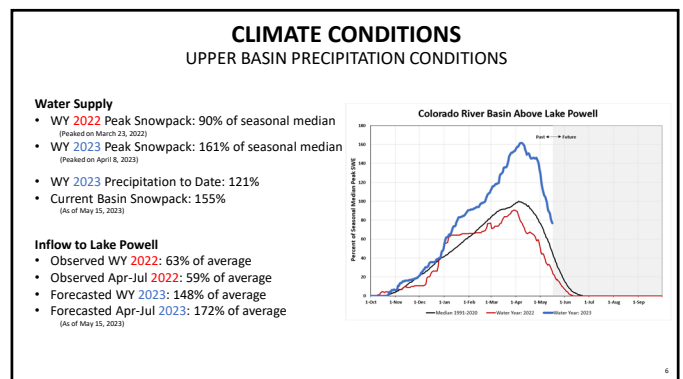
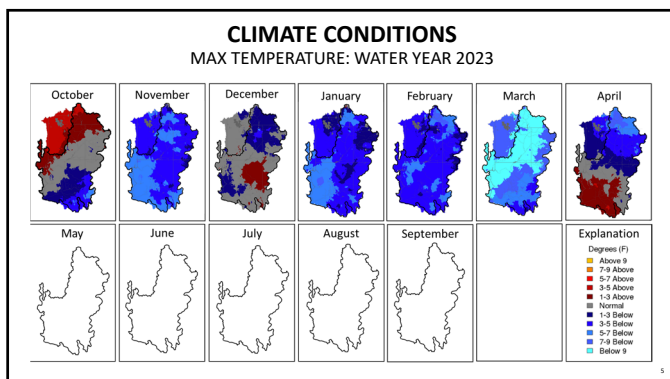
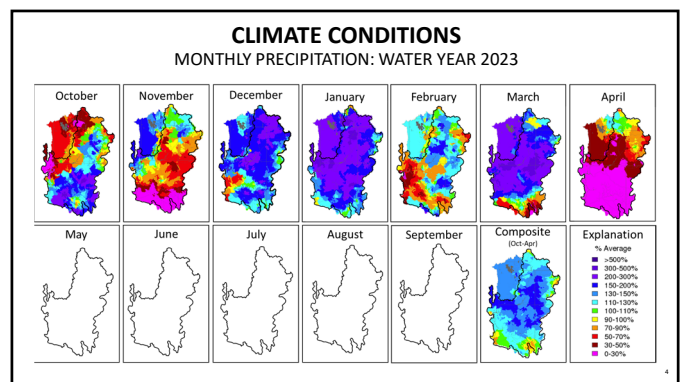
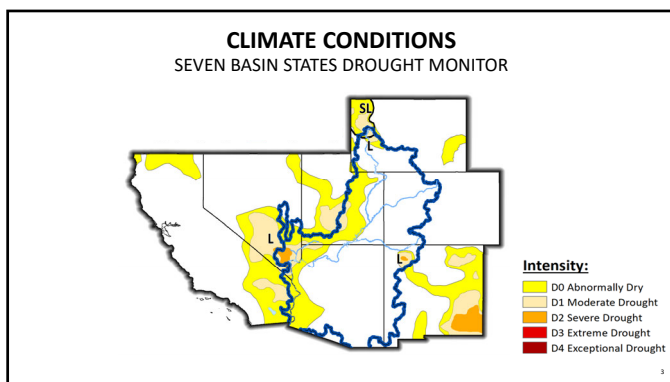
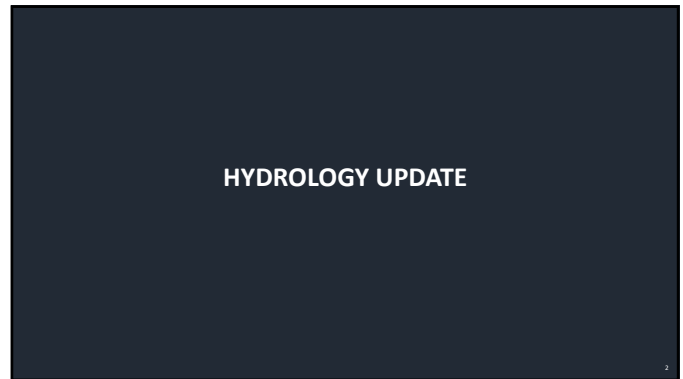
- Fund sources represent the increased availability of federal funding
- Operating expenses represent increases to chemicals, materials and energy costs. Also includes increased conservation-related funding for rebate programs (septic, WET and WSL)
- The capital budget reflects progress on major MCCP projects:
 - Boulder Flats solar project
 - Garnet Valley water and wastewater projects
 - Stage II improvements
 - Ozone equipment upgrades
- Unrestricted reserves remain above fund balance target

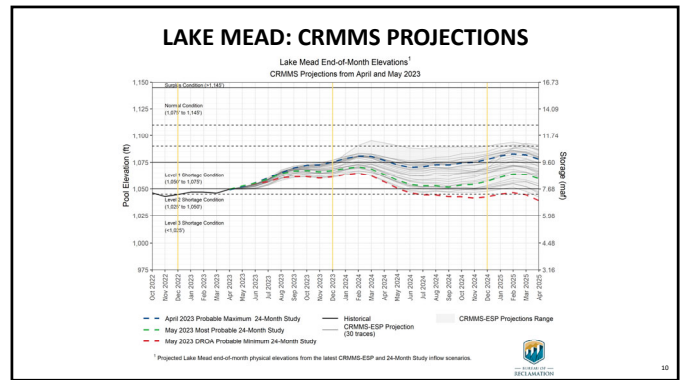
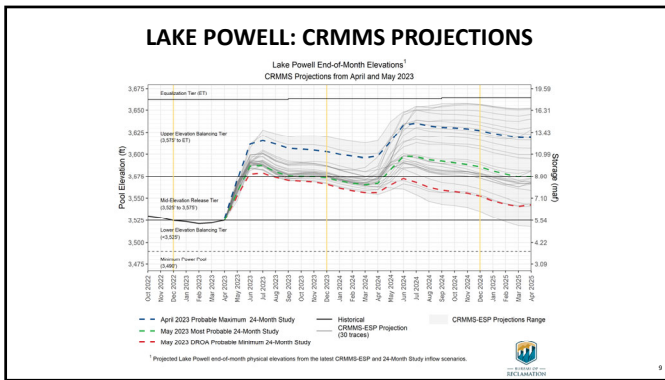
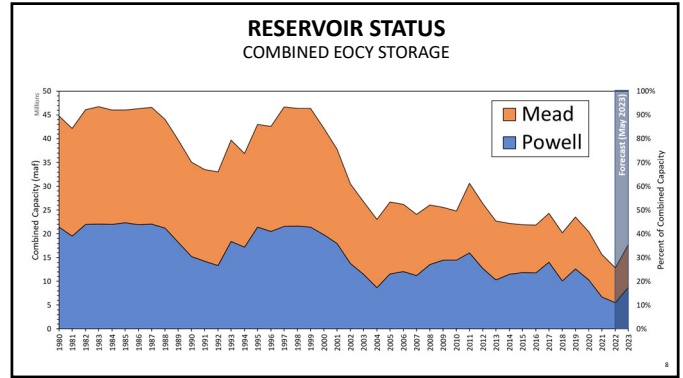
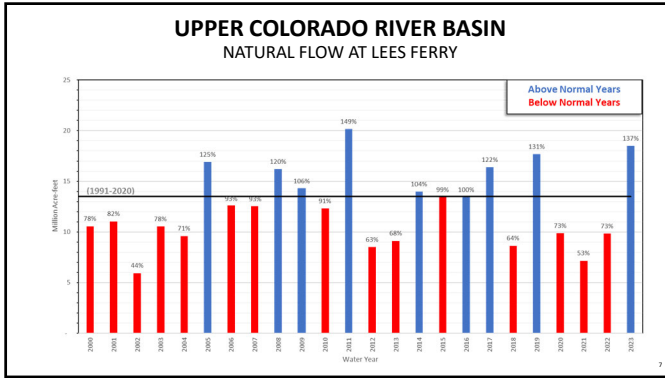
2023-24 SNWA Initiatives

- Meet funded grant obligations (WET Cooler rebate programs, Lower Wash obligations, voluntary septic conversions)
- Support and implement legislative outcomes, as needed
- Continue progress on capital projects
- Support water conservation initiatives to drive down water use

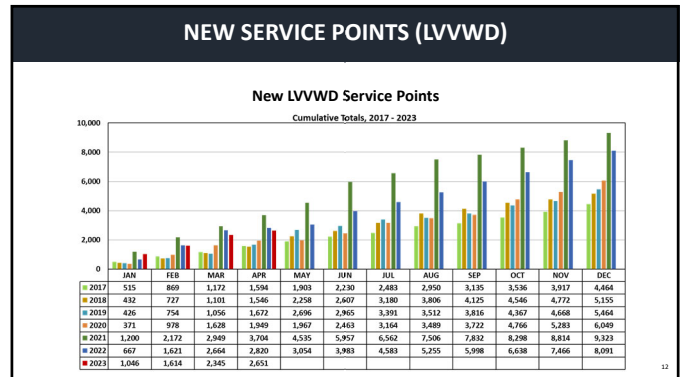






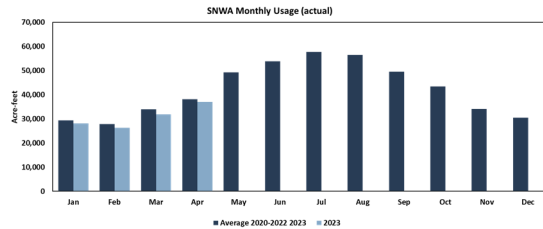


WATER USE UPDATE



SNWA WATER USE

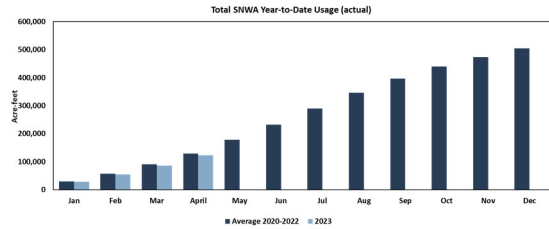
April 2023 SNWA water use was lower than 2022 and the 3-year average.



13

SNWA WATER USE

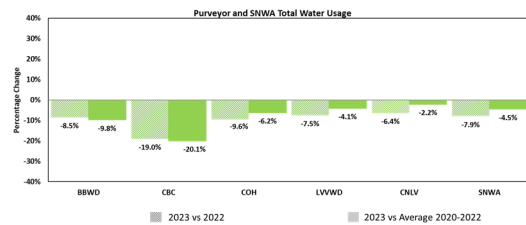
Total SNWA water use through April was lower than 2022 and the 3-year average.



14

SNWA WATER USE

January-April 2023 SNWA water use was lower than 2022 and the 3-year average.

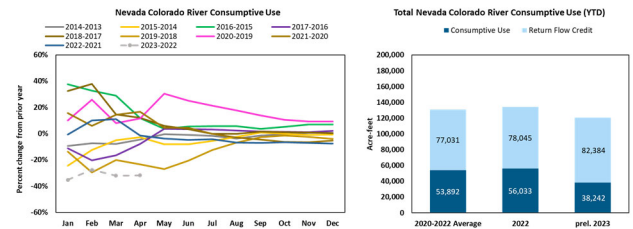


* The change in Henderson and SNWA water usage would have been lower without the addition of service to Black Mountain Industrial Complex, which was previously served by Basic Water Company

15

NEVADA Colorado river use

January-April 2023 Colorado River consumptive use was well below 2022 and the 3-year average.



16

WATER CONSERVATION UPDATE

17

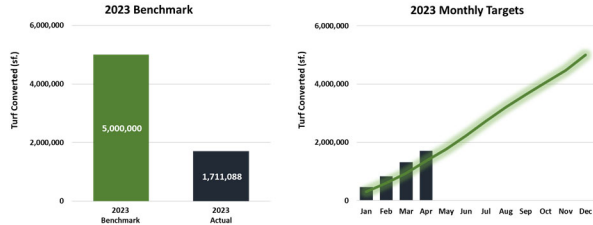
WATER SMART LANDSCAPES



18

WATER SMART LANDSCAPES

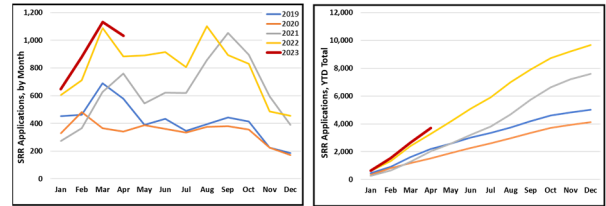
Residents converted more than 1.7 million square feet of turf in 2023, saving an estimated 95.4 million gallons of water annually.



19

WATER SMART LANDSCAPES

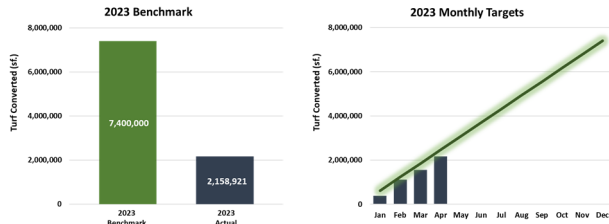
Single Family Residential WSL applications continue to outpace progress in recent years.



20

WATER SMART LANDSCAPES

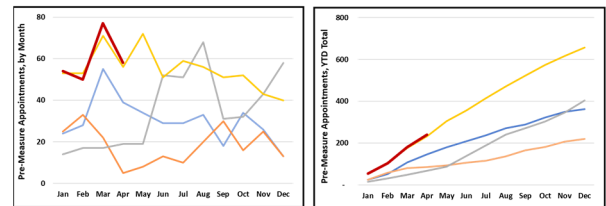
Non-SFR property owners converted more than 2.1 million square feet of turf in 2023, saving an estimated 120.4 million gallons of water annually.



21

WATER SMART LANDSCAPES

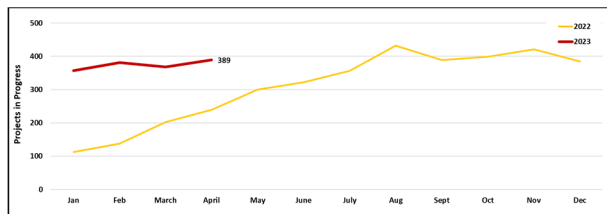
Program interest among Non-SFR water users is on par with the same time last year.



22

WATER SMART LANDSCAPES

There are 389 Non-SFR Water Smart Landscapes projects currently in progress.



23

WATER SMART LANDSCAPES

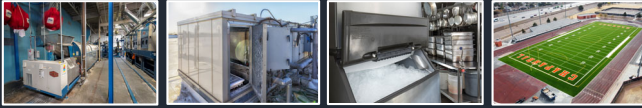
Conversion Highlights

- Sun City North Master Association, 78,157 sf.
- Green Valley Ranch Casino, 75,025 sf.
- Palo Verde High School (CCSD), 76,755 sf.
- TPC Las Vegas, 50,483 sf.



24

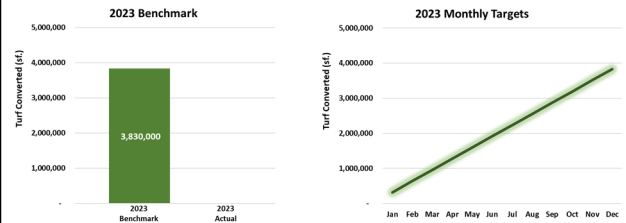
WATER EFFICIENT TECHNOLOGIES



25

COOL-TO-WARM SEASON TURF CONVERSIONS (WET)

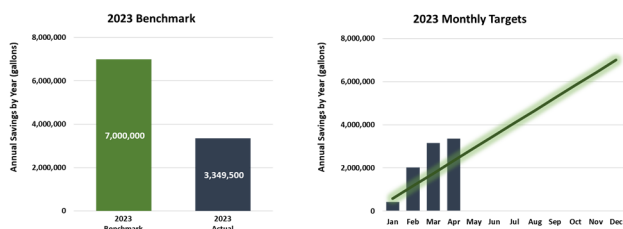
The 2023 benchmark for WET cool-to-warm-season turf conversions is 3.83 million square feet (~80 million gallons).



26

EVAPORATIVE COOLING REDUCTIONS (WET)

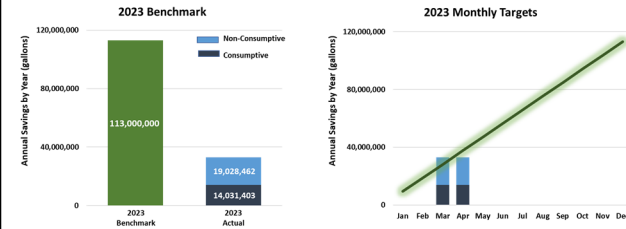
Customers have completed 13 WET projects in 2023, saving an estimated 3.3 million gallons of water annually.



27

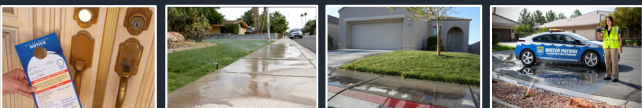
OTHER PROJECTS (WET)

Participants completed three other WET projects in 2023, saving an estimated 33.1 million gallons of water annually.



28

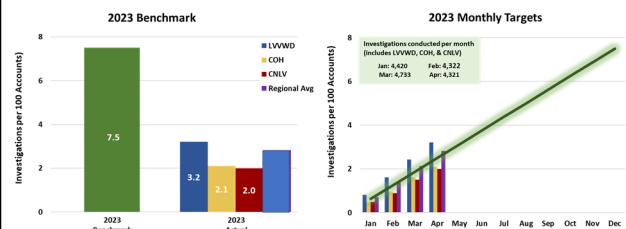
WATER USE COMPLIANCE



29

WATER USE COMPLIANCE

The 2023 benchmark for water use compliance investigations is 7.50 per 100 accounts.



30



SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 20, 2023

Subject:

Appointment of Chair and Vice Chair

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors appoint a chair and vice chair to preside over the Board of Directors for Fiscal Year 2023/24.

Fiscal Impact:

None by approval of the above recommendation.

Background:

Section 20(a) and (b) of the SNWA 1995 Amended Cooperative Agreement require the Board of Directors to appoint from its membership a chair and vice chair each fiscal year. For Fiscal Year 2022/23, Marilyn Kirkpatrick served as the Board's Chair, and Dan Stewart served as the Board's Vice Chair.

At this time, the Board is being asked to appoint its chair and vice chair for Fiscal Year 2023/24.

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

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 20, 2023

Subject:

SNWA Youth Conservation Council

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors receive a presentation from the Authority's Youth Conservation Council and direct staff accordingly.

Fiscal Impact:

None by approval of the above recommendation.

Background:

At the request of the Board of Directors, the Southern Nevada Water Authority formed the first Youth Advisory Council in 1999. For more than two decades, the Authority has engaged local high school students in the critical issues of water sustainability on a global, regional and local level through this program. After being on hold during the pandemic, the program returned in 2022 with a new name, the Youth Conservation Council (YCC), which reflects the program's focus and purpose - water conservation.

The 2023 YCC program included more than 45 high school students from 23 Southern Nevada high schools. Weekly meetings were hosted at the Springs Preserve. To increase accessibility, students were able to attend in-person or online. Meetings included discussions with guest speakers from SNWA and field trips to SNWA facilities. In addition to the expertise of these speakers, this engagement exposed students to the wide variety of educational paths and professional pursuits that support water resources and a sustainable future.

The YCC program culminated with the YCC students creating dynamic outreach-booths and activities focused on water conservation at Springs Preserve's annual Earth Day event on April 22, 2023. Designed to engage the public in a fun and meaningful way, the booths and activities explored water resources, water conservation, animal and plant adaptations for the Mojave Desert, and individual commitments to sustainability. The students created and staffed six booths offering visitors visuals (handmade posters), models, crafts, games and outreach materials, all focused on water sustainability. In addition, the students created and hosted puppet shows, story times and sustainable fashion shows. More than 3,000 people attended the Earth Day event. The students interacted with hundreds of people of all ages and collected more than 300 water conservation pledges.

At this time, the Board is being asked to receive a presentation from the Authority's YCC and direct staff accordingly.

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

JJE:CNP:AMB:LW
Attachments: None

AGENDA
ITEM #

3

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 20, 2023

Subject:
Amendment

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an amendment to the agreement between Black & Veatch Corporation and the Authority for professional engineering design and construction support services for the River Mountains Water Treatment Facility Microbiology Research Laboratory Expansion Project increasing the not to exceed amount by \$715,864.

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 (Project). The Project encompasses building a 5,500 square foot, state-of-the-art microbiology research facility located at RMWTF adjacent to the existing Research and Development lab. The Project will include the facilities and equipment necessary to conduct leading-edge microbiology research using microscopy and a combination of culture and molecular methods.

On September 15, 2022, the Board approved an agreement with Black & Veatch Corporation to complete design and construction support services for the Project in an amount not to exceed \$2,981,000 (Agreement). Since that time, the design has been re-evaluated to maximize the useable space of the building. If approved, the attached Amendment No. 1 provides the terms and conditions necessary to revise the scope of the Agreement to include revisions to first floor improvements. Under Amendment No. 1, professional engineering design and construction support services will be increased by an amount not to exceed \$715,864, increasing the total not to exceed amount of the Agreement to \$3,696,864.

This amendment 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 amendment.



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:	34
Corporate/Business Entity Name:	Black & Veatch Corporation
Doing Business As:	
Street Address:	11201 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:	9134582200
Fax No:	9134589392

Nevada Local Business Information (if applicable)

Local Street Address:	8965 South Eastern Avenue, Suite 325
City, State, and Zip Code	Las Vegas, NV, NV 89123
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	7028944504
Fax No:	7024349978

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

No Ownership More than Five Percent (5%) Statement: <i>(if applicable)</i>
100% Employee Owned with no one employee owning more than 5% of the company.

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

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

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.

Zachary Hills for Adriana Ventimiglia
Signature

Zachary Hills / Civil Engineer P.E.
Print Name/Title

12 JUNE 2023
Date

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement"), is made by and between Black & Veatch Corporation ("CONSULTANT") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("AUTHORITY"). AUTHORITY and CONSULTANT are sometimes hereinafter referred to individually as "Party" or collectively as "Parties." The "Effective Date" is the date of last signature on this Amendment.

WITNESSETH:

WHEREAS, the Parties entered into the original Agreement Effective September 15, 2022, through which CONSULTANT would provide the AUTHORITY with engineering services related to SNWA 3160S – Microbiology Research Laboratory Expansion project located at the River Mountains Water Treatment Facility,

WHEREAS, the Parties desire to amend the Agreement to add lab improvements to the first floor of the proposed structure.

NOW THEREFOR, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree to this Amendment to the Agreement as follows:

- 1) AMEND Exhibit A of the Agreement to include Exhibit A-1, Project Commitment Change Request (PSCO) No. 2 – 1st Floor Addition, as attached to this Amendment No. 1.
- 1) REPLACE Paragraph 4 on Page 2 of 52 of the Agreement with the following Paragraph 4.

4) LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$3,696,864.

All other terms and conditions of the Agreement shall remain in full force and effect.

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-1

PROJECT COMMITMENT CHANGE REQUEST (PSCO) No. 2 1st FLOOR ADDITION

SCOPE OF SERVICES

INTRODUCTION

Southern Nevada Water Authority (AUTHORITY) contracted with Black & Veatch (CONSULTANT) in September 2022 to provide planning, engineering design, bid phase support, and engineering services during construction for the SNWA 3160S – Microbiology Research Laboratory Expansion project (Project) at the River Mountains Water Treatment Facility (RMWTF) located in Henderson, Nevada.

The Project scope involves design of a microbiology research laboratory building that will further support the AUTHORITY's efforts to achieve and maintain a leadership role in the field of microbiology research. In 2019, CONSULTANT prepared the May 2020 Final Microbiology Facility Feasibility Study (Final Feasibility Study), and the proposed microbiology research laboratory was determined to be a 5,500 square foot single-story elevated building constructed over the existing interpretive courtyard of the existing RMWTF Water Quality Laboratory. The microbiology research laboratory was proposed to be elevated on columns to match the second floor of the existing adjacent RMWTF Research and Development (R&D) lab, and the first floor was to remain open to facilitate deliveries to the existing pilot plant.

During the Design Development Workshop No. 1 held on November 2, 2022 for the Project, the AUTHORITY advised the project team they are internally re-evaluating the Final Feasibility Study findings. The Project was scoped utilizing the Final Feasibility Study as a basis of design and requires compliance with the document. AUTHORITY requested CONSULTANT prepare a PSA Project Commitment Change (PSCO) request to draw funds from Project contingency to facilitate coordination and collaboration with AUTHORITY laboratory managers and prepare a Revised Feasibility Study to form a new basis of design for the Project.

The PSCO NO. 1 effort provided a high-level analysis to determine the potential space allocations, equipment requirements, supporting system needs, improvements needed, and the corresponding construction budget for the revised laboratory building. A series of meetings was conducted with AUTHORITY, CONSULTANT, and Laboratory Building Design Consultants (LBDC) to drive consensus on the vision of the new laboratory building. The group evaluated multiple concepts and selected an alternative consisting of reconfiguring the building footprint by removing the existing bridge walkway and screening wall to maximize the space for a two-story building with an approximate 10,000 square foot building footprint. To maximize space while avoiding existing utilities and structures, the second floor of the building was decided to cantilever over the first floor in a "T" shape. The building footprint presented in the Revised Feasibility Study is provided as Figure 1 on the following page.

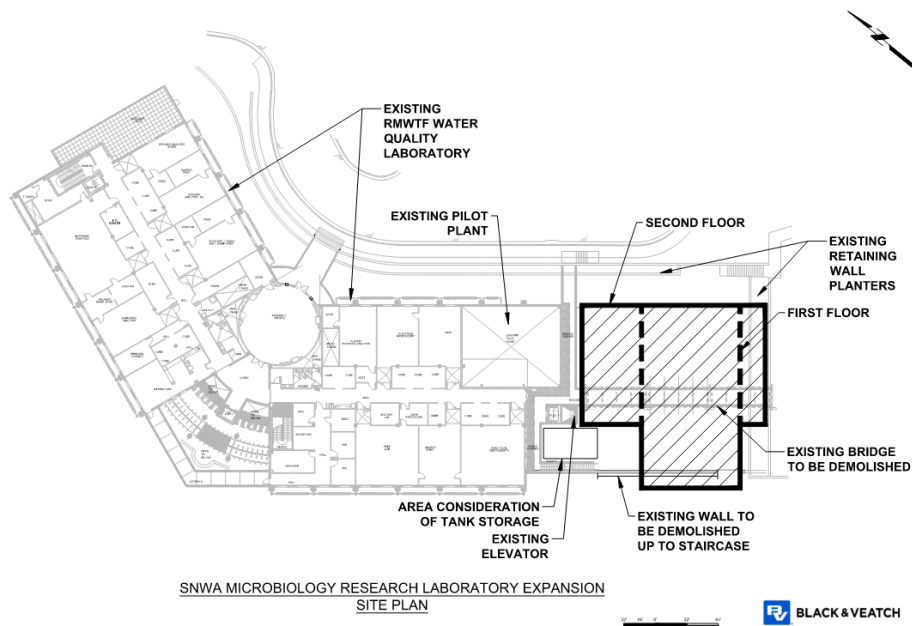


Figure 1 - Selected Building Footprint from Revised Feasibility Study

The Revised Feasibility Study was finalized and submitted for AUTHORITY approval on February 23, 2023. The Revised Feasibility Study documents the proposed laboratory building, which is comprised of two floors, a general research laboratory on the first floor and a microbiology research laboratory on the second floor. The microbiology research laboratory (2nd floor) is relatively similar to the laboratory proposed in the original Final Feasibility Study. A floor plan for each floor is provided as Figure 2 below and Figure 3 on the following page.

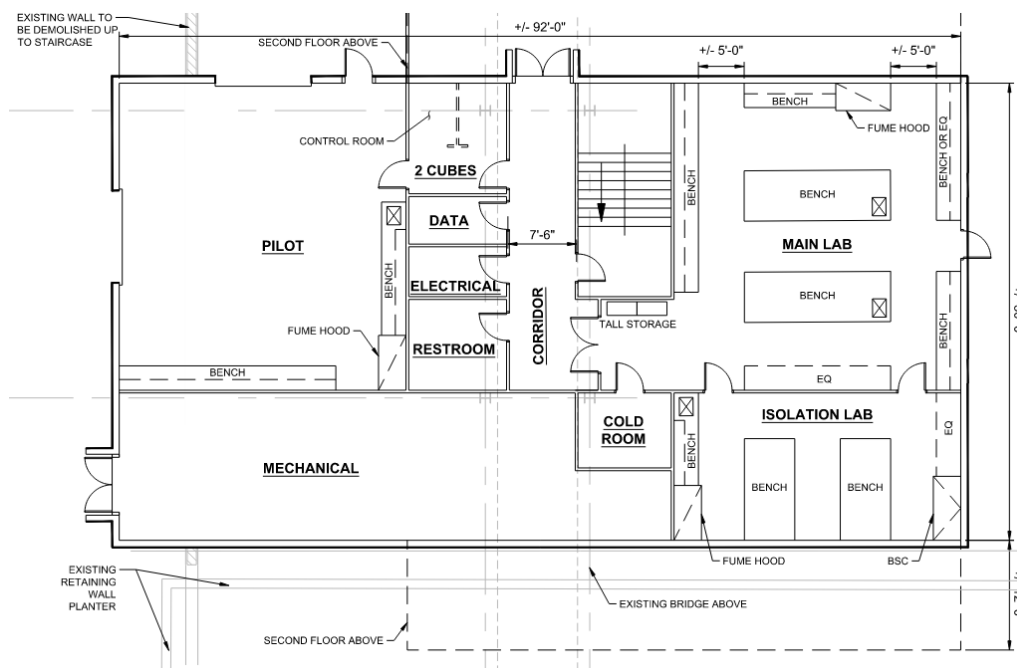


Figure 2 - First Floor Plan from Revised Feasibility Study

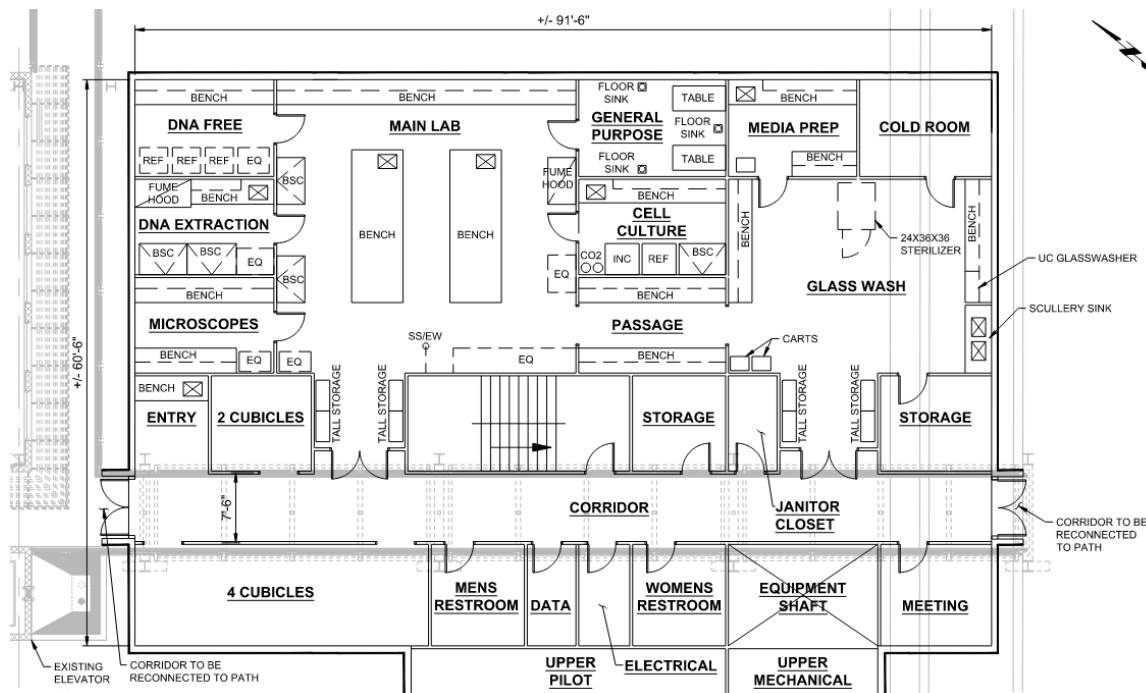


Figure 3 - Second Floor Plan from Revised Feasibility Study

AUTHORITY approved the Revised Feasibility Study on March 9, 2023, and the Project is moving forward with design and construction of a two-story laboratory facility. This PSCO No. 2 involves the engineering design and construction support effort required for the additional floor as shown on Figure 2 - First Floor Plan from the Revised Feasibility Study. The second-floor effort remains the same as per the original scope.

PROJECT DESCRIPTION

CONSULTANT will perform PSCO No. 2 services described under the following work activities:

- 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

The objective of the effort is to develop bid and construction documents for the 1st floor addition and incorporate into the contract documents for the Project. The effort will be conducted by CONSULTANT, Laboratory Building Design Consultants, LLC (Lab Subconsultant), and VTN Nevada (Survey and Pothole Subconsultant). Detailed scope of work for PSCO No. 2 is provided below.

SCOPE OF WORK

1.0 WA1 – Project Administration and Control (PSCO NO. 2)

- 1.1 Project Management. CONSULTANT will perform project management services associated with the PSCO No. 2 work including project controls, financing, staffing, communication, correspondence, and contract administration.

2.0 WA2 – Predesign (PSCO NO. 2)

- 2.1 Survey. CONSULTANT will perform survey services to locate potholes and utility markings established under Task 2.2 below.
- 2.2 Subsurface Utility Exploration (SUE). CONSULTANT will perform SUE within the RMWTF site to confirm existing vertical utility locations as well as locations for columns supports for the

second floor. SUE will be performed in accordance with ASCE Standard Guidelines 38-02. SUE plans will be submitted to the AUTHORITY prior to commencing any work. CONSULTANT will complete up to twenty (20) utility test holes (potholes) via vacuum excavation methods.

Test hole Work includes the following:

- a) Layout test hole locations in the field using various pieces of geophysical locating equipment and processes such as electromagnetic, ground penetrating radar, as-built plans, etc.
- b) Notify USA North 811 Call-Before-You-Dig service 48 hours before any excavation.
- c) Removal of pavement and concrete surfaces will be accomplished by use of a 10" diameter core drilling process.
- d) Use air vacuum excavation methods to excavate and expose targeted utility or column location.
- e) Record utility data: type, depth, size, and material as readily obtainable. If the utility is a duct bank or encased, CONSULTANT will attempt to record top, bottom, width and configuration.
- f) Backfill test hole with native material excavated from the hole and compacted pneumatically in one-foot lifts in non-paved surface areas.
- g) Backfill test hole with CLSM (slurry) as required by permitting agency in paved surface areas.

Deliverables for Task 2.2: Provide a Test Hole Data Report in a Portable Document Format (.pdf) for each completed location and shall include the following information.

- a) Test hole number and date of completion.
- b) Approximate plan and section view (not to scale) of utility and test hole location in relationship to the existing roadway and ground surface.
- c) Collected utility data: type, depth, size, and material as readily obtainable.
- d) Provide utility photos where obtainable at exposed locations.

2.3 **Pre-design - Design Development Phase.** Based on the goals, findings, and technical criteria presented in the 2023 Revised Feasibility Study, the Design Development phase defines and configures the facilities to be designed. A conceptual floor plan for the additional 1st floor of the proposed laboratory building will be developed and refined to determine the size, configuration, and spatial relationships for all the spaces/functions being accommodated. Specific tasks for the additional 1st floor are described below:

- a) Confirm Detailed Space Programming – Confirm and prepare written criteria that details the functional requirements for all programmed spaces within the additional 1st floor.
- b) Space Programming/Architectural Submittal – Prepare and submit the programming level floor plan, architectural elevations, and renderings for the additional 1st floor.
- c) Design Development Level Discipline Drawings – Following AUTHORITY approval of programming level floor plans for the additional 1st floor, CONSULTANT will prepare design development level plans for each sub-discipline (i.e., civil, architectural, structural, building mechanical, electrical, communications, etc.)

Deliverables for Task 2.3: Detailed Space Programming, Conceptual Architectural Programming, Conceptual Electrical Programming, and Conceptual Architectural Plans and Elevations for the additional 1st floor.

2.4 **Preliminary Cost Estimate.** CONSULTANT will develop a construction cost estimate in accordance with EDS Volume 1, Chapter 4, consistent with the progress of the design work.

This task includes preparation of a construction cost estimate for the 1st floor addition only, and it will be incorporated into the cost estimate that was scoped in the original contract under Task II.B.6.

Deliverables for Task 2.4: Preliminary OPCC for the additional 1st floor.

- 2.5 **Predesign Report.** CONSULTANT will prepare a Predesign Report detailing the findings in Task 2.3 above and a basis of design summary for civil, structural, architectural, building mechanical, and electrical disciplines. This task only includes development of a predesign report for the additional 1st floor of the proposed laboratory building, and it will be incorporated into the Predesign Report detailed in the original scope of work.

Deliverables for Task 2.5: Draft and Final Predesign Report and 30% Drawings for the additional 1st floor.

3.0 WA3 – Design (PSCO NO. 2)

- 3.1 **Detailed Design Work.** CONSULTANT will prepare design drawings and specifications required for the 1st floor addition. It is anticipated the 1st floor addition will involve approximately 45 additional drawings and 12 new specifications for the 1st floor addition.

Civil / Structural: CONSULTANT will conform the civil and structural requirements for the 1st floor addition and shall:

- a) Develop demolition drawings for the removal of the existing pedestrian bridge with indications of limits, removal requirements, and interim provisions.
- b) Prepare structural drawings and details for the 1st floor addition and portions of the 2nd floor.
- c) Evaluate existing retaining wall along east side of building and develop design drawings for removal of lower retaining to accommodate column footing for the building.

Architectural: CONSULTANT will confirm the architectural requirements for the 1st floor addition and shall complete the following tasks:

- a) Develop plans of the additional 1st floor with indications of materials, dimensions, and reference to related details.
- b) 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.
- c) Provide schedules of door and window openings. Schedules shall include information on door and window components, including dimensions, details, hardware, and finish.
- d) 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.
- e) Provide plans of lighting layouts and other ceiling mounted equipment and devices.

Mechanical: CONSULTANT will confirm the mechanical requirements for the 1st floor addition and shall complete the following tasks:

- a) Refine the PDR layouts as necessary based upon the selection of the proposed mechanical equipment to meet the system's requirements. CONSULTANT 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,

CONSULTANT will select the most appropriate configuration and equipment.

- b) Provide design, detailed drawings, and specifications for heating, ventilating, and air conditioning for the additional 1st floor.
- c) Provide design, detailed drawings, and specifications for potable water system, chemical waste drainage systems, fire protection system, roof drainage systems and floor drainage systems for the additional 1st floor.
- d) Provide design, detailed drawings, and specifications for ancillary systems, equipment, and devices for the 1st floor General Research Laboratory.
- e) Provide design, detailed drawings, and specifications for ancillary systems, equipment, and devices for the 1st floor Pilot Plant.

Electrical: CONSULTANT will confirm the electrical requirements for the 1st floor addition and shall complete the following tasks:

- a) Develop a demolition plan for maintaining electrical power to the existing laboratory during the removal of the existing pedestrian bridge. Provide a plan for temporary power during bridge demolition and a plan for relocating permanent power around the new laboratory building.
- b) Design cable and conduits for on-site power, instrumentation, and control equipment.
- c) Design electrical equipment and appliances, including on-site power distribution.
- d) Design appropriate switchgear, motor starters, motor control centers, local control panels and appurtenances for the equipment located within the 1st floor addition.
- e) Design lighting and receptacles for interior and exterior requirements for the 1st floor addition.
- f) 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. CONSULTANT will show locations of equipment on the plans based on input from the AUTHORITY. CONSULTANT will develop specifications where required based on component data sheet information and system requirements provided by the AUTHORITY.
- g) Design for status, control, and performance specified fire alarm systems and transmission to the RTU/I/O.
- h) Provide one-line diagrams, that will show cable and conduit sizes and system components in support of the AUTHORITY's security system supplier. CONSULTANT will show locations of equipment on the plans based on input from the AUTHORITY. In addition, CONSULTANT will develop specifications where required based on component data sheet information and system requirements provided by the AUTHORITY.
- i) Coordinate power and control requirements with all discipline designers for the 1st floor addition.
- j) Prepare site plans, power plans, lighting plans, panel and fixture schedules, schematic diagrams, and one-line diagrams for the 1st floor addition.
- k) For the detailed electrical design for the 1st floor addition, 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.

Instrumentation and Control: CONSULTANT will confirm the instrument and control requirements for the 1st floor addition and shall complete the following tasks:

- a) Prepare Process and Instrumentation Diagrams (P&ID) using the AUTHORITY's standard P&ID legend and abbreviations sheet.
- b) Provide an instrument summary and I/O listing of all instruments for the systems included in the project using AUTHORITY's standard format.
- c) Provide instrument datasheets using ISA format.
- d) Provide instrument installation details.
- e) Provide the design of communication interfaces depicting connections from and to the PLC, RTU, OMI, RIO, etc.
- f) Coordinate design of security and fire alarm system with the electrical designers.
- g) Provide I&C design of HVAC and utilities equipment.

3.2 **Construction Cost Estimates.** CONSULTANT will develop construction cost estimates for the 1st floor addition consistent with the progress of the design work. The estimates will be incorporated into the construction cost estimate being prepared under the original scope of work. CONSULTANT is scoped to provide the following construction cost estimates under the design phase:

- a) 60% Estimate (AACE Class 3)
- b) 100% Estimate (AACE Class 2)
- c) Final Estimate (AACE Class 2)

3.3 **Deliverables.** Design deliverables are in accordance with the original scope of work. The PSCO NO. 2 work will be incorporated into the contract documents being prepared under the original scope of work. Per the original scope, the 60%, 100%, and Final Design deliverables each include drawings, specifications, design data handbooks, cost estimate, and construction schedule. Each deliverable is detailed in Section II.C.9 of the original scope.

4.0 WA4 – Construction Support (PSCO NO. 2)

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 for the 1st floor addition, under PSCO NO. 2, are as follows:

- 4.1 Submittal Reviews. CONSULTANT will review up to 30 additional Contractor submittals and resubmittals (manufacturer data, shop drawings, etc.) for technical content and compliance with the conformed contract documents and design intent. CONSULTANT shall submit the draft reviews to the AUTHORITY for review and acceptance. Comments provided by CONSULTANT may be discussed with the AUTHORITY, and upon acceptance will be incorporated by the AUTHORITY into the prepared submittal responses issued to the Contractor.
- 4.2 Requests for Information (RFIs). CONSULTANT agrees to review up to 20 additional Contractor requests for information for technical content and compliance with the conformed contract documents and design intent. CONSULTANT shall submit the draft reviews to the AUTHORITY for review and acceptance. Responses provided by CONSULTANT may be discussed with the AUTHORITY, and upon acceptance will be incorporated by the AUTHORITY into the prepared RFI responses issued to the Contractor.
- 4.3 Change Order Assistance. CONSULTANT agrees to review up to one (1) additional 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.
- 4.4 Record Drawings. CONSULTANT will prepare construction engineering services which entails receipt of redline drawings for the Contractor and subsequently revising the original electronic design drawings and clearly marking the electronic drawings "Record Drawings" to depict the work as constructed. This task includes preparation of approximately 45 record drawings for the 1st floor.

5.0 Schedule

Project schedule was evaluated based on AUTHORITY request to expedite the design phase. Despite the additional work in the PSCO NO. 2 effort, design phase was still reduced by two months.

6.0 Fee Schedule

CONSULTANT agrees to complete the PSCO NO. 2 services in accordance with the engineering fee summary presented below.

PSCO NO. 2 Work Breakdown	Billing Basis	Total Billings
WA1 Project Management	LS	\$ 27,120
WA2 Preliminary Design	LS	\$ 170,956
WA3.2 Detailed Design - Level 2 (60%)	LS	\$ 184,901
WA3.3 Detailed Design - Level 3 (100%)	LS	\$ 164,360
WA3.4 Detailed Design - Level 4 (Final)	LS	\$ 77,278
WA3.5 Detailed Design - Final (Bid Docs)	LS	\$ 16,237
WA4 Construction Phase Services	CR	\$ 75,012
TOTAL		\$ 715,864

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 20, 2023

Subject:

Amended 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 amended and restated interlocal agreement between the City of North Las Vegas and the Authority for the conversion of approximately 2,142,200 square feet of irrigated turf with water-efficient landscaping and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed \$4,000,000.

Fiscal Impact:

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

Background:

Lake Mead, which supplies 90 percent of Southern Nevada's municipal water, may continue to decline due to ongoing poor hydrology in the Colorado River Basin. Given the severe condition of the river system, the Nevada State Legislature passed Assembly Bill 356 (AB 356) in 2021 to prohibit the use of Colorado River water to irrigate nonfunctional turfgrass after December 31, 2026. The continued replacement of turfgrass with water-efficient landscaping will save Southern Nevada billions of gallons of water each year.

On July 15, 2021, the Board of Directors approved an agreement for twelve (12) properties the City of North Las Vegas (City) owns or controls. The City has identified an additional sixteen (16) properties for potential participation in the Water Smart Landscaping (WSL) incentive program that collectively qualify for an estimated rebate of up to \$4,000,000. The City desires to convert approximately 2,142,200 square feet of irrigated turf to water-efficient landscaping, saving an estimated 55 gallons per square foot. The program will pay \$3 per square foot for the first 10,000 square feet converted per property and \$1.50 per square foot converted thereafter. The projected consumptive water savings associated with these projects is more than 117 million gallons (360 acre-feet) annually. If approved, this interlocal agreement amends, restates, and otherwise supersedes the July 15, 2021, Board approved agreement.

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 variation 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.

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

This Agreement is made and entered into this _____ (“Effective Date”), by and between the City of North Las Vegas, 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 conversion of irrigated turf grass to drought-tolerant landscaping.

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

WHEREAS, the Parties previously entered into the Interlocal Agreement for Water Smart Landscapes Projects dated July 7, 2021, which was approved by the City’s Council on July 7, 2021 and the Authority’s Board of Directors on July 15, 2021 (“2021 Agreement”);

WHEREAS, this Agreement amends, restates, and otherwise supersedes the 2021 Agreement;

WHEREAS, the City owns or controls multiple park properties at the locations identified in Exhibit A where the City has identified twenty-eight (28) turf replacement projects for participation in the Program (“Projects”) and which, collectively, qualify for an estimated Program rebate of \$3,633,394.50 based on the estimated area of turf grass to be replaced as identified in Exhibit A, and subject to a funding contingency described below;

WHEREAS, the City desires to convert approximately 2,142,200 square feet of turf grass at the locations designated in Exhibit A, to drought-tolerant landscaping in accordance with the Program, which could conserve more than one hundred seventeen (117) million gallons annually;

WHEREAS, the City agrees 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;

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 to 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, with its Exhibits, sets forth the conditions and establishes the responsibilities of the Parties, whereby the City will receive a Program rebate from the Authority for each Project that is satisfactorily completed. This Agreement amends, restates, and supersedes the 2021 Agreement, consistent with the applicable provisions regarding amendment of the 2021 Agreement.
- 2. Supplemental Program Terms.** Notwithstanding the standard Program requirements contained in 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 Program requirements in 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 upon which the Project is located.
 - c) Upon the Effective Date, the City will have until January 1, 2027, to complete the Projects and receive a rebate (the "Term"). If the incentive rate is modified during the Term of this Agreement, the rebate will be paid at the prevailing incentive rate in force at the time of each Project's completion. Projects not completed within the Agreement's Term shall not be eligible for the rebate under this Agreement, except as provided in subsection (d).
 - d) If the Authority's Final Inspection occurs less than sixty (60) days prior to termination of the Term of this Agreement, and the Authority determines the Projects do 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 the City to grant a Conservation Easement, following the Authority's Final Inspection, the rebate shall be paid to the City, upon receipt of the Conservation Easement which the City shall execute and deliver to the Authority. The Authority shall then record the Conservation Easement in the records of the Clark County Recorder.

3. **Requirements for the Converted Area.** To qualify for the rebate, the Projects 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 requires to authorize the execution of this Agreement.
5. **Contingency Funds.** The Project size and associated rebate amounts have been estimated. Actual amounts will be based upon precise measurements taken upon each Project's completion. This Agreement includes an approximate contingency of approximately ten (10) percent, which is \$366,605.50, 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 \$4,000,000.
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, as detailed in Section 2(d) above, 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, in the public, or any member of the public.
9. **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.
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 North Las Vegas
Director of Neighborhood and Leisure Services
Attn: Cass Palmer
2250 Las Vegas Blvd. N.
North Las Vegas, NV 89030

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

To the Authority: Enterprise Conservation Division
Southern Nevada Water Authority
100 City Parkway, Suite 700 MS 530
Las Vegas, NV 89153

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

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

- 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. Termination.** 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 terminated by providing written notice to the Authority.

- 16. Further Assurances.** Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts to carry out the intent of this Agreement.
- 17. Integration / Merger.** This Agreement (including the exhibits hereto) constitutes the entire agreement between the Parties related to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representations, discussions, and any other agreements that may have been made in connection with the subject matter hereof are superseded by this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. Effective Date.** For purposes of this Agreement, the Effective Date shall be the date on which the City's governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date of the City's governing body approval.
- 22. Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement. For Projects located on BLM lands, federal law(s) may govern.
- 23. Severability.** If any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity, or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.
- 24. Headings; Exhibits; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[SIGNATURES ON NEXT PAGE]

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

**CITY OF NORTH LAS VEGAS
CLARK COUNTY, NEVADA**

Date of Council Action: _____

Pamela A. Goynes-Brown
Mayor

ATTEST:

APPROVED AS TO FORM:

Jackie Rodgers
City Clerk


Micaela Rustia Moore
City Attorney

SOUTHERN NEVADA WATER AUTHORITY

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

John J. Entsminger
General Manager



Steven C. Anderson
Deputy Counsel – Legal Services

EXHIBIT A
Turf Removal Projects

#	Common Property Name	Common Street Address	APN	Projected Start Date	Projected Completion Date	Estimated Square Footage	Estimated Incentive
1	Annie Walker Park	2227 W. Evans Ave	13917702001	1/1/2025	2/28/2025	16,212	\$ 39,318.00
2	Aviary Park	6750 Aviary Way	12419712003	1/1/2025	2/28/2025	18,750	\$ 43,125.00
3	Boris Terrace Park	2200 E. Cartier Ave	13914712007	3/1/2025	4/30/2025	14,659	\$ 36,988.50
4	Camino Eldorado Ave. - center medians; east side; and west side turf	Center medians between Bent Arrow and Clayton; westside planters between Bent Arrow and Clayton; eastside planters between Tropical and Gliding Eagle Rd.	12428699002	6/1/2023	7/30/2023	84,980	\$ 142,470.00
5	Centennial Lawrence Trailhead Park	6350 Lawrence St	12426501007	12/1/2023	1/31/2024	10,405	\$ 30,607.50
6	Cheyenne Ridge Park	3814 Scott Robinson Blvd	13909210002	5/1/2025	6/30/2025	29,916	\$ 59,874.00
7	Cheyenne Sports Complex	3500 E. Cheyenne Ave	13912802001	2/1/2024	4/30/2024	224,149	\$ 351,223.50
8	City View Park	101 E. Cheyenne Ave	13915501028	5/1/2024	6/30/2024	107,510	\$ 176,265.00
9	College Park	2613 Tonopah Ave	13924410048	12/1/2023	1/31/2024	2,472	\$ 18,708.00
10	Craig Ranch Regional Park	628 W. Craig Rd.	13903102007	10/1/2026	12/15/2026	766,195	\$ 1,164,292.50
11	Desert Horizons Park	3750 Simmons St	13908601010	7/1/2024	8/31/2024	25,837	\$ 53,755.50
12	Eldorado Park	5900 Camino Eldorado Blvd	12428714002	10/1/2023	11/30/2023	185,313	\$ 292,969.50
13	Gold Crest Park	714 Craig Creek Ave	13903310082	9/1/2025	10/31/2025	31,243	\$ 61,864.50
14	Joe Kneip Park	2800 Judson Ave	13924210137	9/1/2024	10/31/2024	9,020	\$ 28,530.00
15	Monte Vista Park	4911 Scott Robinson Blvd	12433414001	4/1/2023	5/31/2023	15,182	\$ 37,773.00
16	Nature Discovery Park	2627 Nature Park Dr	12420611002	11/1/2025	12/31/2025	43,127	\$ 79,690.50
17	Nicholas Flores Park	4133 Allen Ln	13906801003	1/1/2026	2/28/2026	42,326	\$ 78,489.00
18	Petitti Park	2505 N. Bruce	13914403001	3/1/2026	4/30/2026	55,090	\$ 97,635.00
19	Prentis Walker Park and Pool	1509 June Ave	13916310070	3/1/2026	4/30/2026	19,194	\$ 43,791.00
20	Richard Tam Park	4631 Rockpine Dr	13902102006	5/1/2026	6/30/2026	33,007	\$ 64,510.50
21	Scott Robinson Blvd - center medians and westside planters	between Lone Mountain Rd and Washburn Rd	12433499004	4/1/2023	5/31/2023	36,543	\$ 69,814.50
22	Seastrand Park	6330 Camino Eldorado Ave	1242181001	8/1/2023	9/30/2023	129,871	\$ 209,806.50
23	Silver Mesa Recreation Center	4025 Allen Ln	13906801004	7/1/2026	8/31/2026	32,418	\$ 63,627.00
24	Theron Goynes Park	3909 W. Washburn Rd	12431701301	9/1/2026	10/30/2026	19,125	\$ 43,687.50
25	Tonopah Park	200 E. Tonopah Ave	13922711089	9/1/2024	10/31/2024	5,273	\$ 22,909.50
26	Tropical Breeze Park	1505 E. Tropical Pkwy	12426701001	11/1/2024	12/31/2024	89,846	\$ 149,769.00
27	Valley View Park	2000 Bennett St	13922212027	10/1/2026	12/31/2026	49,768	\$ 89,652.00
28	Windsor/Annie Walker Park	2227 W. Evans Ave.	13917701001	3/1/2026	4/30/2026	44,832	\$ 82,248.00
Totals						2,142,263	\$ 3,633,394.50
Contingency (approximately 10%)							\$ 366,605.50
Grand Total							\$ 4,000,000.00

**Parks highlighted in yellow were included under a previous Interlocal Agreement which was approved in the July 2021 SNWA Board meeting.*

***This 2023 Interlocal Agreement replaces the previous 2021 agreement.*

EXHIBIT B

Water Smart Landscapes Standard Program Agreement

I. PRE-CONVERSION ELIGIBILITY

- A) Authorization to proceed required** - Do not remove the existing lawn 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 lawn 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 lawn and/or water surface must be converted. At the Authority's discretion, smaller projects may be accepted if less than 400 square feet of lawn 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 for the entire landscaped area of the front or backyard 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 lawn is converted, 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 percent plant cover). Plastic, concrete, and other impermeable materials are not allowed.

III. TERMS OF THE REBATE

- A) Cancellation** - You may cancel this Agreement at any time prior to accepting the Authority's payment.
- B) Important deadlines** - The conversion and request for Authority inspection must be completed within 12 months of your pre-conversion inspection. Corrective actions, if required, must be completed within (i) 60 days of notice or (ii) the remainder of the 12-month period, whichever is greater. Applicant must submit the executed Conservation Easement within 18 months of this Agreement's execution. Failure to meet deadlines will result in forfeiture of the rebate.
- C) Rebate amounts and limits** - Single family residential (SFR) properties will be paid \$3 per square foot for the first 10,000 square feet and \$1.50 per square foot thereafter on a per-property, per-fiscal year (July 1 – June 30) basis. Non-SFR properties will be paid \$3 per square foot for the first 10,000 square feet and \$1.50 per square foot thereafter, without regard to passage of time or number of project phases taken. Groundwater Management Program rebates are limited to 2,500 square feet per fiscal year.
- D) Protecting and sustaining the conversion** - Rebate is subject to the property owner's grant of a conservation easement that restricts certain uses of the conversion project areas in perpetuity. Transfer of property prior to recording of the conservation easement will forfeit the rebate. A sample easement is available upon request.
- E) Payment** - Checks are issued to property owners or their appointed agent within 30 days of recording the easement.

- F) Authority discretion** - Notwithstanding satisfaction of eligibility conditions, the Authority retains discretion to reject or delay Application approval and may withhold payment if the Authority determines conversion requirements have not been met.
- G) Communication** - You authorize the Authority to communicate with you about Authority programs or research projects.
- H) Acknowledgement & Agreement** - You, the Applicant, hereby acknowledge, understand, and agree:
1. To maintain responsibility for the quality and appearance of the conversion.
 2. to comply with applicable statutes, regulations, codes, ordinances, and covenants pertaining to the project, the failure of which may result in rebate forfeiture, or postponement or rejection of this Application.
 3. to accept any tax liability related to payments received under this Agreement.
 4. to abide and be bound by the terms stated in this Application and Agreement and in the Conservation Easement, if applicable, and that the terms of those documents may be invoked by the Authority.
 5. that upon the Authority's determination that you fulfilled the requirements of this Application and Agreement, payment will be made by the Authority to you as consideration.
 6. that assignment or transfer of your interest in this Agreement without the Authority's prior written approval shall be void.
 7. this Agreement may not be modified except by written instrument executed by both Parties and their designees.
 8. that if any term of this Agreement is unenforceable or invalid, such term shall be excluded to that extent; the Agreement shall otherwise remain enforceable; and the invalid or unenforceable term shall be deemed replaced by a valid and enforceable term that most closely states the invalid or unenforceable term's intent. If this Paragraph's application materially and adversely affects a Party, by altering the contemplated economic substance, that Party shall be entitled to compensation for the impact.
 9. Nevada law shall govern interpretation of this Agreement, without reference to its choice of law provisions and that the exclusive venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.
 10. this Agreement does not create any right in or benefit to parties other than the Authority and the Applicant and does not create any third-party beneficiary rights or causes of action; the failure of either Party to enforce a provision of the Agreement shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision; and,
 11. this Agreement contains the Parties' entire understanding of the contemplated transactions, notwithstanding any previous negotiations or agreements, oral or written, between the Parties concerning all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, regarding this Agreement's subject matter are merged in this Agreement and shall be of no further force or effect.

Exhibit C

Conservation Easement

SAMPLE ONLY

DO NOT SIGN

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

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

APN: _____

When Recorded, Return To:

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

CONSERVATION EASEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. The Authority shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive

and other equitable relief to enforce this Easement. No delay in enforcing this Easement or any portion of it shall be deemed a waiver by the Authority or of the part not enforced. A waiver of Authority rights may be granted only by 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.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Legal Description of property from Clark County will be inserted on this page

SAMPLE

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

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

Physical description of the Project area:

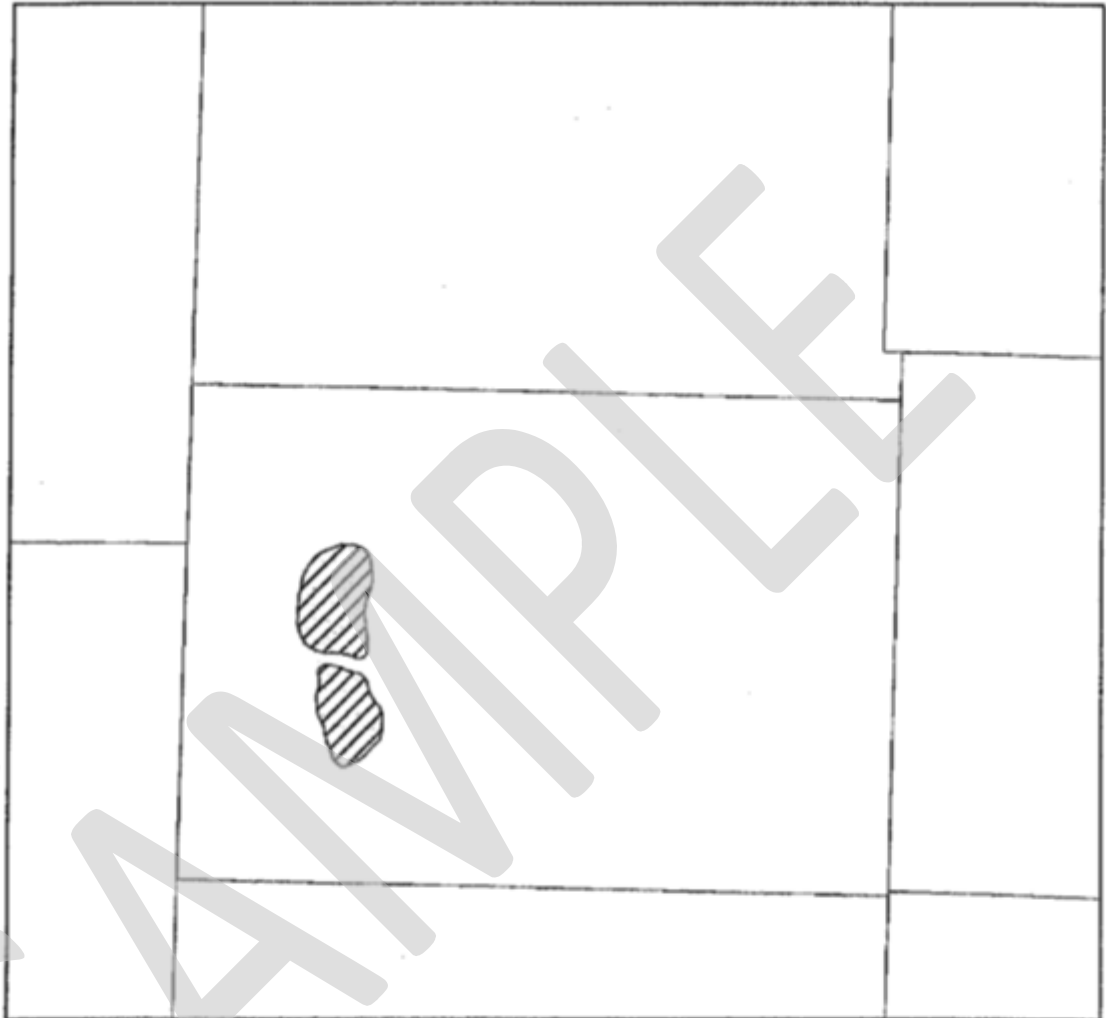
A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

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

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

Parcel Number:

Exhibit C

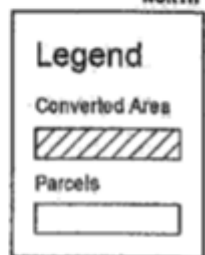


Total Sq. Ft.

Incentive Amount

Legal Description:

0 25 50 75 100 Feet



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

Owner's Signature

Owner's Printed Name

(NOTARY USE ONLY)

STATE OF _____) COUNTY OF _____)

The restrictive covenant and grant of conservation easement was acknowledged

before me on (date) _____, 20____,

by (Owner's Name) _____

Notary Public Signature

My commission expires (date) _____

(NOTARY STAMP BELOW)

App Phase ID: _____

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

July 20, 2023

Subject:

Resolution to Submit Grant Proposal

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

The Board of Directors approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Aquatic Ecosystem Restoration Projects grants program seeking \$20,000,000.

Fiscal Impact:

None by approval of the above recommendation. If the Bureau of Reclamation accepts the proposal, a funding agreement will be brought before the Board of Directors for approval.

Background:

The Bureau of Reclamation (Reclamation) recently announced funding availability for its WaterSMART Aquatic Ecosystem Restoration Projects grants program, which supports projects that are collaboratively developed, have widespread regional benefits, and result in improvement in the health of fisheries, wildlife, and aquatic habitat through restoration.

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 \$20,000,000 in grant funding to support completion of construction of Weir 5 in the Lower Las Vegas Wash. If awarded, the Authority would provide matching funds in an amount not to exceed \$15,000,000.

If this proposal is accepted by Reclamation, a funding agreement will be brought before the Board for approval at a future meeting.

This resolution is being entered into pursuant to 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 AQUATIC ECOSYSTEM
RESTORATION PROJECTS GRANT FUNDING TO THE UNITED STATES BUREAU OF RECLAMATION

WHEREAS, the U.S. Bureau of Reclamation's (Reclamation) WaterSMART Aquatic Ecosystems Restoration Projects grant 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 environmental benefits that have been developed as part of a collaborative process to improve the health of fisheries, wildlife, and aquatic habitat through restoration; and

WHEREAS, the WaterSMART Aquatic Ecosystems Restoration Projects grant program specifically allows for project proposals for that include removal of invasive species, restoration of habitat, and wetland regeneration; and

WHEREAS, the Southern Nevada Water Authority (Authority) utilizes the Las Vegas Wash Comprehensive Adaptive Management Plan, which calls for efforts that stabilize the Wash to enhance the environment for fish and wildlife, manage the watershed to help protect Lake Mead, and work to reduce erosion and increase wetlands; and

WHEREAS, the Authority will benefit significantly from financial assistance to support environmental protection efforts in Southern Nevada.

NOW, THEREFORE, BE IT RESOLVED that the Southern Nevada Water Authority Board of Directors agrees, authorizes, and verifies:

1. That, if awarded, the Authority's General Manager, John J. Entsminger, upon subsequent approval by the Board of Directors, has the authority to enter into an assistance agreement or similar agreement on behalf of the Authority with Reclamation for WaterSMART Aquatic Ecosystems Restoration Projects grant program funding.
2. That the Authority's application requesting \$20,000,000 to support its proposed project, Erosion Control Structure at the Las Vegas Wash: Completion of Weir 5, has been reviewed and approved by appropriate Authority staff, and the Board supports its submission to Reclamation's WaterSMART Aquatic Ecosystems Restoration Projects grant program.
3. That the application includes a funding plan that outlines the Authority's ability to contribute up to \$15,000,000 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 assistance agreement or other similar type of agreement.

Introduced and passed this 20th day of July 2023.

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**

July 20, 2023

Subject:

Tree Enhancement Program Incentive

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize funds in an amount not to exceed \$10 million to support the installation of up to 100,000 trees under a new Tree Enhancement Program and authorize staff to implement the incentive as a supplement to the Water Smart Landscapes program.

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 implements the Water Smart Landscapes (WSL) program to help protect, preserve, and conserve Southern Nevada's limited water supply. Since its inception in 1999, the program has supported the conversion of approximately 4,775 acres of turf to water-smart landscaping, saving the community more than 11.6 billion gallons of water annually. Implementation of Assembly Bill 356, passed in 2021, will further reduce non-functional turf areas and generate additional water savings.

The WSL program requires conversions to sustain at least 50 percent living canopy coverage. This condition helps to maintain the vibrancy of community landscapes while reducing the area of surface exposed to solar radiation, which contributes to urban heat island effects. The proposed tree enhancement program will further reduce the amount of exposed surface area in WSL conversions by incentivizing participants to increase tree canopy coverage. Trees require much less water than turf to maintain and offer significant benefits to the community, including improved resilience to climate change.

If approved, the incentive will be applied to WSL program enrollments and will provide a rebate of \$100 per tree for all new trees that meet program requirements, up to 100,000 total trees or an amount not to exceed \$10 million. This incentive is in addition to the current WSL rebate amount, and all WSL project enrollments that have not received a post-conversion site inspection are eligible.

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

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 20, 2023

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to enter into an agreement, in substantially the same form as attached hereto, between Green Chips, a Nevada non-profit corporation dba ImpactNV, and the Authority to support the installation of approximately 1,000 trees as part of an Urban Forest Initiative and to help fund the project for an amount not to exceed \$500,000.

Fiscal Impact:

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

Background:

Buildings, roads, and parking lots absorb and re-emit the sun's heat, creating areas of higher temperature commonly referred to as an urban heat island (UHI). Like climate change, UHI causes increased energy consumption for cooling, elevated emissions of air pollutants and greenhouse gases associated with increased cooling demands, and water quality changes due to disruptions in stormwater runoff and absorption. UHI can also negatively impact human health and safety, particularly among vulnerable populations.

The number of trees in particular areas often correlates to socioeconomic factors. According to the Tree Equity Score Analyzer (TESA) developed by American Forests, there are significant disparities in tree canopy coverage in our community. Generally, higher income neighborhoods have more trees and lower income neighborhoods have fewer trees.

Local municipalities and other partners are focused on ways to increase Southern Nevada's urban tree canopy coverage, particularly in the underserved areas most vulnerable to climate impacts. As part of the proposed agreement, the Authority will work with Green Chips (ImpactNV) to install approximately 1,000 trees in areas where resident populations are most vulnerable to extreme heat. Planting sites will include high-use areas to maximize public benefits such as at schools, parks and recreation centers, commerce and community centers, mass transit terminals, high-traffic pedestrian routes, and residential community common areas.

If approved, the Authority will consult with ImpactNV to determine appropriate locations and types of trees for installation and authorize funds to support the implementation of an Urban Forest Initiative.

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

**AGREEMENT BETWEEN
GREEN CHIPS dba IMPACT NV AND THE SOUTHERN NEVADA WATER AUTHORITY
FOR AN URBAN FOREST INITIATIVE PROJECT**

This Agreement is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between Green Chips, a Nevada 501(c)(3) non-profit corporation dba ImpactNV ("ImpactNV"), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("Authority"). ImpactNV and the Authority are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, communities across the nation are experiencing urban heat islands (UHI), which are urban areas that experience considerably higher temperatures compared to neighboring areas, caused primarily by human activities such as the construction of buildings, roads and other infrastructure in the urban areas;

WHEREAS, large portions of Las Vegas are experiencing a UHI effect, with temperatures measuring 7.3 degrees Fahrenheit higher than adjacent and more rural areas;

WHEREAS, Las Vegas is recognized as one of the fastest warming cities in the nation, and is projected to continue to experience rising temperatures in the future due to climate change;

WHEREAS, heightened warming trends and the UHI effect pose significant challenges to the wellbeing of Southern Nevada, including increased water and energy demands, compromised water quality and elevated health risks, particularly among vulnerable residents with increased exposure to intense heat and reduced access to shade;

WHEREAS, the Authority seeks to collaborate with community partners by undertaking efforts to address and alleviate the impacts of UHI that may be associated with non-functional turf removal activities necessary to protect, preserve and conserve community water supplies, which are being impacted by drought and climate change;

WHEREAS, the Authority desires to support the installation of approximately 1,000 trees to help reduce heat loads associated with solar radiation; reduce cooling water demands by shading streets and structures; sequester emissions that contribute to global climate change; create opportunities to enhance tree equity; reduce the potential for heat-related injuries; and positively impact physical and mental health and neighborhood beautification by increasing tree canopy cover in some of the most vulnerable parts of the Southern Nevada community;

WHEREAS, ImpactNV is a 501(c)(3) non-profit organization comprised of public and private organizations, with particularly relevant expertise concerning the UHI effect, that collaborate to improve economic, social and environmental issues in the state of Nevada;

WHEREAS, ImpactNV is working with community partners, member organizations and board members to improve sustainability throughout Nevada by addressing challenges associated with extreme heat, drought and poor air quality;

WHEREAS, ImpactNV has committed to planting 100,000 trees in the next ten years to support its sustainability initiatives and has the experience, capacity and interest to support the Authority's contribution to this effort, to be counted separately from other jurisdictional tree planting commitments, as further detailed under this agreement; and

WHEREAS, the Authority and ImpactNV have each reviewed, understand and agree to the terms to this agreement as described, including the roles, responsibilities and deliverables of each assigned Party.

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

AGREEMENT

1. **Purpose.** This Agreement sets forth the conditions and establishes the responsibilities of the Parties, whereby ImpactNV will receive an amount not to exceed \$500,000.00 for coordinating and satisfactorily completing tree installations in consultation with the Authority to address inequities and reduce the potential for heat-related injuries by increasing tree canopy cover in some of the most vulnerable parts of the community.
2. **Scope of Work.** ImpactNV agrees to recruit properties for the installation of approximately 1,000 total trees within areas consistent with the Agreement's Purpose and which are mutually agreed upon by the Parties, secure liability/indemnification releases and tree care commitments from authorized agents of property owners at participating properties, source and secure trees for installation based on the Preferred Tree List and Size Specifications provided in **Exhibit 1**, coordinate or contract labor for tree installations to include volunteers or third-party providers, and report progress on these deliverables to the Authority as detailed in Section 3.
3. **Project Terms.** ImpactNV agrees to perform all deliverables described in the Scope of Work (Section 2), as further detailed and described in Section 3a-g, below ("Work").
 - a) ImpactNV agrees to coordinate with the Authority to identify tree planting locations prior to commencing of tree installations. Generally, these planting sites will be located within the greater Las Vegas Valley, focusing on high-heat, low-income areas with sparse tree canopy, which are most vulnerable to heat impacts.
 - b) Participating property owners must agree in writing and in a format acceptable to the Authority to maintain irrigation systems that support tree installations, to regularly irrigate trees installed under this pilot program and to make best efforts to ensure the long-term survival of tree installations for the benefit of the property owner and the community at large. ImpactNV agrees to provide property owners with informational resources, including best practices for tree care, recommended watering practices and/or other related tree care materials offered by the Authority to support the success of this pilot project.
 - c) ImpactNV agrees to inspect trees prior to installation and to reject any specimen(s) of questionable health. ImpactNV further agrees to refer to the 2021 Southern Nevada Water Authority and Southern Nevada Regional Planning Coalition Regional Plant List when selecting tree varieties for installation to ensure mature tree dimensions and tree root characteristics are appropriate for specific planting locations. Not all trees are recommended for all locations.
 - d) ImpactNV shall train involved staff members on proper tree planting techniques and shall monitor all volunteers, contractors and subcontractors supporting tree installations to ensure the work performed is consistent with industry standards to support tree health and promote survivability. The Parties recognize that some trees may not survive installation, even in optimal conditions, and shall not be responsible to guarantee or replace dead or dying trees at planting locations at a later date.
 - e) Within 30 days of this Agreement's Effective Date, the Authority agrees to make an initial payment of \$50,000 to ImpactNV to support planning and tree acquisitions. Future funding will be issued consistent with the following provisions:
 - a. ImpactNV shall invoice the Authority no more than once a month for work performed in accordance with the Preferred Tree List and Size Specifications rate schedule provided in Exhibit 1, to be billed after tree installations are complete. The Authority shall pay invoices within

30 days of receipt. The Authority reserves the right to inspect tree-installation areas prior to the payment of invoices and reserves the right to reject payment for any installations that do not meet quality standards as stated in Section 3. ImpactNV shall have sixty (60) days from the date the Authority notifies ImpactNV of the failed inspection to take corrective action to obtain payment for work.

- b. \$200 - \$400 per 24" boxed tree (or equivalent) installed
 - c. \$200 - \$250 per 15-gallon tree (or equivalent) installed
 - d. 15 percent administrative fee
- f) ImpactNV invoices must be accompanied by a progress report that details or describes the property name, owner and location of each planting site; the size, species, and quantity of trees installed at each location; copies of liability releases and tree care commitments signed by authorized agents; and pre- and post-installation images of each planting site.
- g) ImpactNV agrees that any and all photos provided to the Authority may be used by the Authority for internal and external communications, including website and social media communications.
- h) ImpactNV will have three years from the Effective Date of this Agreement to complete the agreed upon scope of work and may be completed sooner than the three-year period. Installations not completed prior to termination of the three-year period shall not be eligible for reimbursement and any funds not approved for use or expended by ImpactNV shall be canceled or returned to the Authority.
4. **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.
5. **No Third-Party Rights.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than ImpactNV and Authority. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action.
6. **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.

ImpactNV: ImpactNV
 Attn: Lauren Boitel
 6675 S. Tenaya Way, Suite 200
 Las Vegas, NV 89113

To the Authority: Water Resources Department
 Attn: Zane Marshall
 Southern Nevada Water Authority
 1001 S. Valley View Blvd., Suite 700
 Las Vegas, NV 89106

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.

7. **Successors.** This Agreement shall inure to the benefit of and bind the successors of the respective Parties hereto.
8. **Assignment.** The Parties shall not assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Parties.
9. **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.
10. **Amendments.** This Agreement may not be amended or modified except by written instrument, duly authorized by ImpactNV'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.
11. **Further Assurances.** Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts to carry out the intent of this Agreement.
12. **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. ImpactNV'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. ImpactNV's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.
13. **Approval.** This Agreement will not be effective until it is approved by ImpactNV's governing body and executed by ImpactNV's duly authorized representative, and it has been approved and executed by the Authority's duly authorized representative.
14. **Effective Date.** For purposes of this Agreement, the Effective Date shall be the date on which each Party's governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date on which the Agreement has been signed and dated by each Party following approval by the respective Party's governing body.
15. **Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.
16. **Remedies Cumulative.** The various rights, options, elections, and remedies of the Parties contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.
17. **Indemnification.** For all claims based upon or arising out of ImpactNV's Services or Work, ImpactNV 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 ImpactNV or its employees or volunteers. 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 ImpactNV, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by ImpactNV's employees, agents, subcontractors, arising out of the Services or Work under this Agreement. If such claim(s) results in a trial of fact's adjudication of ImpactNV as liable, ImpactNV shall pay to Authority the reasonable attorneys' fees and costs which are determined to equate to the proportionate liability of ImpactNV, as reimbursement for the attorneys' fees and costs incurred by the Authority in defending the claim.

18. **Prohibition Against Commission for Obtaining Services.** ImpactNV 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 ImpactNV 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, the 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 consideration and any other damages.
19. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon the Parties as a warranty or otherwise.
20. **Termination.** Either Party may terminate the Agreement upon 30-days' prior written notice. In the case of termination by the Authority, the Authority shall pay ImpactNV for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.
22. **Severability.** If any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity, or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.
23. **Headings; Exhibits; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[SIGNATURES ON NEXT PAGE]

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

GREEN CHIPS

[Lauren Boitel]
[Executive Director]

Date

ATTEST:

APPROVED AS TO FORM:

[INSERT NAME]
[INSERT TITLE]

[INSERT NAME]
[INSERT TITLE]

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 – Preferred Tree List and Tree Size Specifications

Tree Species	Tree Size Specifications
African Sumac	24-Inch Boxed Tree or equivalent (preferred) Or 15-Gallon Tree or equivalent
Chilean Mesquite	
Chinese Pistache	
Desert Willow	
Holly Oak	
Mastic Tree	
Mulga Acacia	
Palo Verde	
Shoestring Acacia	
Southern Live Oak	
Sweet Acacia	
Willow Acacia	

**Additional trees may be added as agreed in writing by both Parties.*

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 20, 2023

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 Brown and Caldwell and the Authority to provide professional services on the Boulder City Effluent Reuse Project for an amount not to exceed \$5,000,000.

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:

Nevada receives credit for water returned to the Colorado River or Lake Mead. The Authority is currently reviewing opportunities to maximize the use of water not currently being returned to Lake Mead for return flow credits. One such opportunity is the Boulder City Wastewater Treatment Plant (Treatment Plant), which currently does not return any water to Lake Mead and instead sends approximately 1.3 million gallons of water per day (MGD) to evaporation ponds.

On November 19, 2020, the Board of Directors approved the amended Major Construction and Capital Plan that includes budget allocations for projects that extend or bolster water resources and protect water supplies. The Boulder City Effluent Reuse Project (Project) will examine alternatives and provide a preliminary design for effluent reuse from the Treatment Plant, as generally shown on Attachment A.

The Project involves the development of a feasibility study for alternatives that will allow approximately 1.0 to 1.5 MGD of effluent from the Treatment Plant to be reused or returned to Lake Mead for return flow credits. An evaluation of the proposed alternatives will be performed with the goal of ranking them for selection as part of the Project. A 30 percent preliminary design will then be performed for the selected alternative. Brown and Caldwell is recommended for this Project due to past work performance and knowledge of City of Boulder City and Authority infrastructure.

If approved, the attached Master Services Agreement provides the terms and conditions necessary for Brown and Caldwell to provide services through the completion of construction of the effluent reuse facilities. This agenda item requests authorization for the feasibility study, ranking of alternatives, and the 30 percent design. Approval for funding to cover additional tasks will be brought to the Board at a future date.

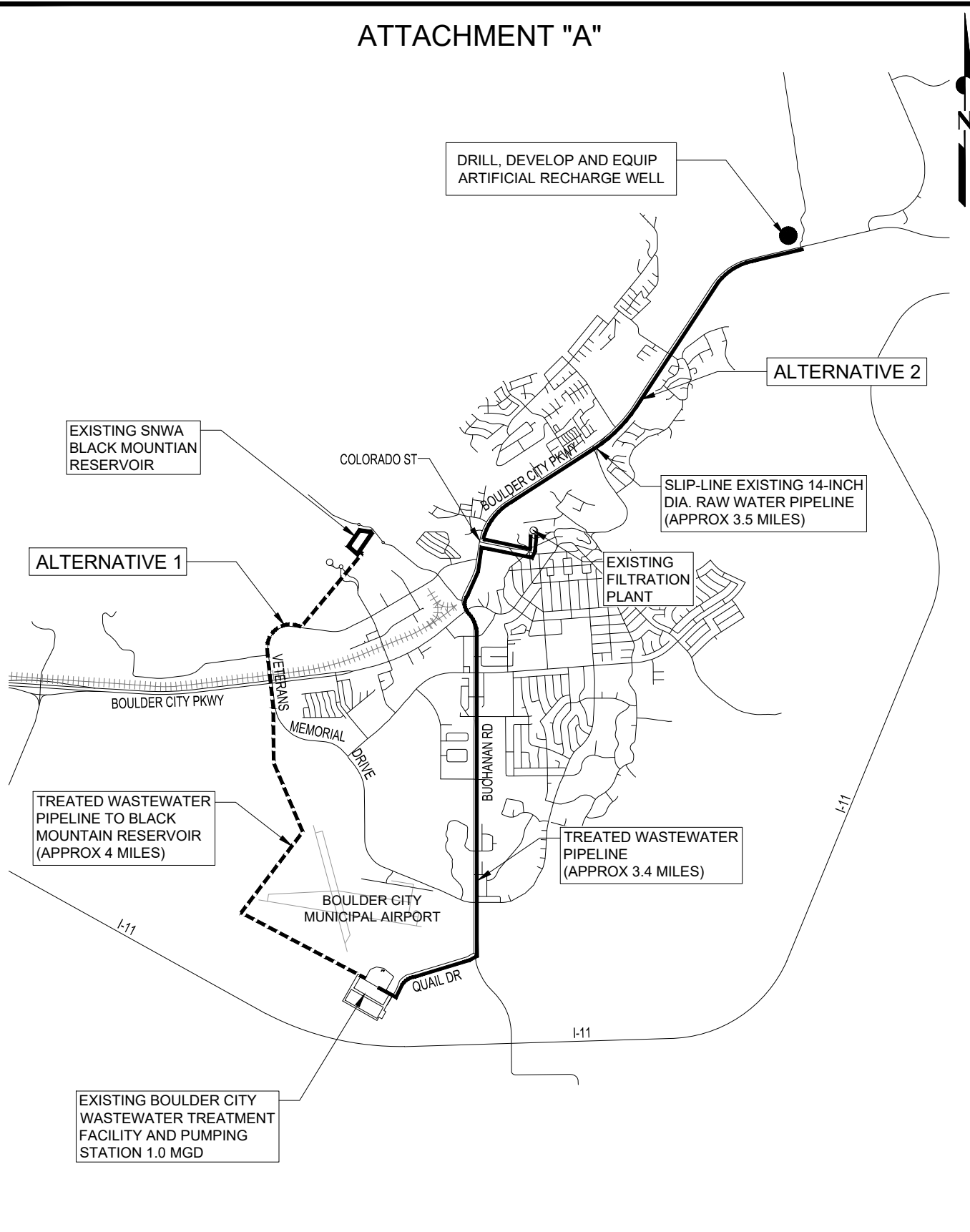
This agreement is being entered into pursuant to NRS 332.115(1)(b) and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:PJJ:AM:amn
Attachments: Attachment A, Disclosure, Agreement

AGENDA
ITEM #

9

ATTACHMENT "A"



SOUTHERN NEVADA WATER AUTHORITY CONCEPTUAL DRAWING

NOT
TO
SCALE

DRAWN BY:
MEN
EDITED BY:
MEN
ENGINEER:
MM

BOULDER CITY EFFLUENT REUSE

PROJECT

PAGE 1 OF 1



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	15
Corporate/Business Entity Name:	Brown and Caldwell
Doing Business As:	
Street Address:	201 North Civic Drive, Suite 300
City, State, and Zip Code	Walnut Creek, CA 94596
Website:	browncaldwell.com
Contact Name:	Jon Osborne
Contact Email:	josborne@brwncald.com
Telephone No:	925-937-9010
Fax No:	925-937-9026

Nevada Local Business Information (if applicable)

Local Street Address:	8337 West Sunset Road, Suite 310
City, State, and Zip Code	Las Vegas, NV 89113
Local Website:	
Local Contact Name:	Jon Osborne
Local Contact Email:	josborne@brwncald.com
Telephone No:	702-938-4080
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)?
Yes
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
Dennis Porter	Annalise Porter	Father / Daughter	Public Affairs

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:	Jon P. Osborne
Signer Title:	Managing Engineer
Signer Email:	josborne@brwncald.com
Signed Date:	2023-05-25

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.



Digitally signed by Anita Marquez
Contact Info: Sr. Program Engineer
Date: 2023.06.05 10:27:54-07'00'

Signature

Anita Marquez, Sr. Program Engineer

Print Name/Title

6/5/23

Date

MASTER SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

1) SCOPE OF SERVICES:

- a) CONSULTANT shall provide any requested services, hereinafter referred to as "Services" or "Work," as generally 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 Contract 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.

- 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.
- a) Travel expenses will be reimbursed as set forth in Exhibit B, which is attached herewith and made a part 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 **\$5,000,000.00**.

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 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, Anita Marquez, telephone number (702) 6915294 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 other Nevada state or federal 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 negligent acts, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees of CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark.

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

to the proportionate liability of CONSULTANT, as reimbursement for the attorneys' fees and costs incurred by the AUTHORITY in defending the claim.

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

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

- iii) AUTHORITY shall also be named as an additional insured under the subcontractor's commercial general liability, automobile liability and excess/umbrella liability insurance policies. Any deviation from the required insurance requirements will need to be approved by AUTHORITY in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of CONSULTANT's or subcontractor's liability for claims arising out of this Agreement. CONSULTANT and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
 - 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. CONSULTANT shall be responsible for any deductibles or self-insured retentions.
- 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 60 calendar days' prior notice to AUTHORITY for any cancellation, except for non-payment of premium, for which the insurer shall provide 10 days' prior notice. If an insurer refuses to provide such notice, CONSULTANT can provide notice in lieu of the insurer.
- 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 \$2,000,000 per occurrence, and \$4,000,000 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 \$2,000,000 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) 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) 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.

22) 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.

23) DATA PRIVACY AND SECURITY:

- a) During the course of this Agreement, CONSULTANT will create, receive, or have access to the District's Facility Information and the Facility Information of the Southern Nevada Water Authority's members ("Authority Members"). The Authority Members include Big Bend Water District, City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Reclamation District, and the Las Vegas Valley Water District. Facility Information means drawings, maps, plans, or records that reveal the District's or the Authority Members' critical infrastructure of primary buildings, facilities and other structures used for storing, transporting, or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the District and the Authority Members. Facility Information is deemed to be Confidential Information of the District and the Authority Members.
- b) 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 the 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 AUTHORITY for any and all damages the AUTHORITY 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 the CONSULTANT or by the AUTHORITY to the extent that CONSULTANT has access to 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) The CONSULTANT shall:

- i) Notify the AUTHORITY of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the SERVICE 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) CONSULTANT acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause AUTHORITY irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, 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 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 System Access 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 to that disclosed in the System Access Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.
- h) CONSULTANT shall implement the administrative, physical and technical safeguards disclosed in the System Access Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc. or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, 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.

24) RECORDS:

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

25) ASSIGNMENT:

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

26) SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall

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

27) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- 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.

28) 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.

29) APPLICABLE LAW:

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

30) VENUE:

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

31) ATTORNEY'S FEES:

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

32) NO THIRD-PARTY RIGHTS:

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

33) WAIVER:

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

34) CAPTIONS:

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

35) COUNTERPARTS:

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

36) INTEGRATION:

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

37) NOTICES:

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

To CONSULTANT:	Brown and Caldwell Attention: Troy Hunt 8337 Sunset Rd. Las Vegas, Nevada 89113 thunt1@brwnncald.com
To AUTHORITY:	Southern Nevada Water Authority Attention: Anita Marquez P.O. Box 99956 Las Vegas, Nevada 89193-9956 anita.marquez@snwa.com
With copy to: (excluding invoices)	Southern Nevada Water Authority Attention: General Counsel 1001 S. Valley View Blvd. Las Vegas, Nevada 89153 generalcounsel@lvvwd.com

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

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

38) AMENDMENT:

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

39) AUDITS:

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

40) 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.

41) 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 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

42) COMPANIES THAT BOYCOTT ISRAEL:

CONSULTANT certifies that it is not engaged in, and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel;

or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

43) ELECTRONIC SIGNATURES:

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

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

Brown and Caldwell

Southern Nevada Water Authority

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

Boulder City Effluent Reuse Program

The Scope of Services for this Contract shall be set forth in each subsequently executed Task Order. 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 Boulder City Effluent Program including, but not limited to feasibility study evaluations, predesign efforts, final design, permitting, right-of-way, utility coordination, CMAR coordination and post-design support. Scope of Services for each subsequently executed Task Order may include, but are not limited to the following:

- Project Administration, Control, and Management
- Meetings, Workshops, and Coordination
- Schedule Updates and Progress Reporting
- Project Reviews, Approvals and Permitting
- Quality Control Plan Development and Implementation
- Risk Register Development and Management
- Boulder City Water and Wastewater Coordination
- Preliminary and Final Design Engineering
- Construction Cost Estimating
- GIS Mapping
- Technical Drainage Studies
- Site Reconnaissance and Existing Utilities Analysis
- Geotechnical and Hydrogeological Exploration
- Hydraulic Modeling
- Hydraulic and Transient Analysis
- Power Planning Support
- Constructability Reviews
- NEPA Permitting and Environmental Planning and Compliance Support
- Environmental Assessment Development and/or Support
- Regulatory Permitting Support
- Utility Coordination
- Right-Of-Way Acquisition Support Including Easement Identification/Planning, Research, and Legal Descriptions
- Wastewater Treatment Designs
- Pipeline Condition Assessments
- Groundwater Modeling
- Well Design
- Pipeline and Pump Station Designs
- Environmental Compliance Monitoring and Assistance
- Reports, Tech Memos, and Calculations
- Long Term Operating Plan Development and Monitoring
- Other Supplemental Services as Approved

RATES AND FEES

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 will be used to pay 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. Actual cost 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. Travel will be invoiced in accordance with Exhibit B Travel Policy.

Position	Direct Salary Hourly Rate
Project Manager/Design Lead	\$82-\$114
Admin	\$40-\$62
Technical Advisor	\$91-\$122
Senior Engineer	\$60-\$116
Staff Engineer	\$37-\$71
Intern	\$18-\$27
CAD	\$32-\$62
Senior Geologist/Hydrologist	\$72-\$100
Geologist/Hydrologist	\$28-\$72
GIS	\$35-\$60
Estimating Lead	\$85-\$100
Estimating	\$60-\$85

EXHIBIT B TRAVEL POLICY

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

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

1. Air Travel

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

2. Lodging

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

3. Ground Transportation

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

4. Meals and Incidentals

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

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

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

5. Tips

- Tips of any nature are not reimbursable.

SOUTHERN NEVADA WATER AUTHORITY TRAVEL AUTHORIZATION
(PLEASE PRINT OR TYPE)

LAST NAME	FIRST	MIDDLE INITIAL	SNWA No.	SNWA Title

Travel Category (Check appropriate box)

Business Trip		Extended Assignment	
<input type="checkbox"/>	One Day (no overnight stay)	<input type="checkbox"/>	Per individual agreement
<input type="checkbox"/>	More than one day but not exceeding 30 consecutive business days		

Note: Reimbursement for allowable costs will be paid in accordance with the contract. All special reimbursement requests must be identified on this form prior to approval.

Departure Point: _____

Destination: _____

Return: _____

List in order all points of authorized business stopovers: _____

	Beginning Date	Ending Date	An ending date must be indicated. An "open" ending date will not be accepted.
Dates of Travel	From	To	

Mode of travel to and from destination

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	Air Travel, Coach, Lowest Cost Privately Owned Vehicle @ Current IRS Rate per mile Use of rental car at destination	Special Reimbursement Requests:
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO		
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO		
Traveler's home office location: _____					

Justification for Travel:

Hotel: \$	Per Day	Per Diem: \$
Approved by:		
SNWA	Project Coordinator	
	Print or type full name	Signature _____ Date _____
	Project Manager	
	Print or type full name	Signature _____ Date _____
	Traveler	
	Print or type full name	Signature _____ Date _____

NOTE: Travel Authorization must be processed and approved in accordance with the provisions delineated in the SNWA Travel Policy.

EXHIBIT C
TASK ORDER

Commitment 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 Brown and Caldwell. ("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.

Brown and Caldwell:

SOUTHERN NEVADA WATER AUTHORITY:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 20, 2023

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 Parsons Corporation dba Parsons Water & Infrastructure, Inc., and the Authority for program management services for capital projects in an amount not to exceed \$150,000,000.

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 October 21, 1993, the Board of Directors approved Agreement No. SNWA94-C-001 with Parsons Corporation dba Parsons Water & Infrastructure, Inc. (Parsons), for program management services related to the Authority's Capital Improvement Program, which was amended several times through 2020. During that time, Parsons assisted with the completion of 120 major construction projects. On November 19, 2020, the Board approved the 2020 amended Major Construction and Capital Plan (2020 MCCP), which focused on system reliability. On that date, the Board also approved a renewable Program Management Agreement (PMA) with Parsons in anticipation of Parsons' ability to provide onsite personnel and technical resources to support projects identified in the 2020 MCCP.

If approved, the attached Professional Services Agreement for Master Services (MSA) would allow Parsons to provide program support for major capital projects as requested by the Authority. Under the MSA, Parsons would furnish the necessary personnel and technical resources to support management and administrative functions for Project Labor Agreement projects within the 2020 MCCP or specific major capital projects as directed by the Authority. The requested funding is based on program management support through 2028, primarily to support the Garnet Valley Water and Wastewater projects, Stage II Reliability projects, Ozone Equipment Upgrades, Microbiology Lab Expansion, Lower Las Vegas Wash Stabilization and portions of the Horizon Lateral Program. The MSA establishes rates for labor, overhead and other related direct costs. It is anticipated that this agreement may be amended to increase the funding amount to support the construction of the Horizon Lateral and other major capital projects in the future.

Upon approval, the General Manager, or his designee, will assign and approve work assignments for Parsons to perform tasks in accordance with the MSA. Staff will monitor invoices for compliance with MSA guidelines and ensure that work invoiced has been performed satisfactorily. The Authority maintains the right to audit Parsons' records at any time up to 3 years after the last payment is made on the MSA. If any adjustments are necessary to the MSA, those items will be brought to the Board for approval. The MSA will replace the PMA and benefit the purveyor members through continued execution of Authority programs as directed by the 2020 MCCP.

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

JJE:DJR:PJJ:amn

Attachments: Disclosure, Agreement

AGENDA
ITEM #

10



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:	34
Corporate/Business Entity Name:	Parsons Water & Infrastructure Inc.
Doing Business As:	
Street Address:	100 West Walnut Street
City, State, and Zip Code	Pasadena, California 91124
Website:	parsons.com
Contact Name:	Kevin Ulrey
Contact Email:	kevin.ulrey@parsons.com
Telephone No:	703-988-8500
Fax No:	NA

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?	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:	Kevin W. Ulrey
Signer Title:	Senior Program Director
Signer Email:	kevin.ulrey@parsons.com
Signed Date:	2023-05-04

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.

Ryan Pearson
Signature

Digitally signed by Ryan Pearson
Date: 2023.06.15 06:09:52-07'00'

Ryan Pearson/Eng. Div. Manager
Print Name/Title

06/15/23
Date

Parsons
Corporate Officers / Directors
May 2023

Carey Smith
Chairwoman, President, and Chief Executive Officer

Susan Balaguer
Chief Human Resources Officer

Paul Decker
President, Defense and Intelligence

Mark Fialkowski
President, Mobility Solutions

Michael "Mike" Kolloway
Chief Legal Officer

Ricardo "Rico" Lorenzo
Chief Technology Officer

Jon Moretta
President, Engineered Systems

Matt Ofilos
Chief Financial Officer

Tim Schmitt
Chief Development Officer

Peter Torrellas
President, Connected Communities

Wendy Van Wickle
Chief Business Operations Officer

Jason Yaley
Chief Communications Officer

Board of Directors

Carey Smith
Chairwoman, President, and Chief Executive Officer

George Ball
Former Chief Financial Officer of Parsons Corporation

Mark K. Holdsworth
Founder and Managing Partner of the Holdsworth Group

Steven F. Leer

Former Executive Chairman of the Board of Directors of Arch Coal, Inc.

Ellen Lord

Former Under Secretary of Defense for Acquisition and Sustainment for the
U.S. Department of Defense

Letitia A. Long

Former Director of the National Geospatial-Intelligence Agency (NGA)

Darren W. McDew, General USAF (ret)

Retired U.S. Air Force General

Harry T. McMahon

Former Executive Vice Chairman of Bank of America Merrill Lynch

M. Christian Mitchell

Former National Managing Partner of Deloitte

Suzanne M. "Zan" Vautrinot, Major General USAF (ret)

President of Kilovolt Consulting, Inc.

David C. Wajsgras

Former President of the Intelligence, Information and Services (IIS)
Business (Raytheon)

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Parsons Water & Infrastructure 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 generally 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 Contract shall be set forth in each subsequently executed Task Order, the format of which is attached hereto as **Exhibit E**. 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) CONSULTANT shall furnish an annual fiscal year budget forecast for review by the AUTHORITY. The AUTHORITY fiscal year ends June 30 of each year. The proposed budget forecast shall be submitted by November 30 of the preceding year.
- c) All Services performed shall be subject to the cost ceiling contained in Paragraph 5 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.
- d) 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.
- e) 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) PLACE OF PERFORMANCE:

CONSULTANT's services shall be performed primarily at AUTHORITY's offices in Las Vegas, Nevada. Certain of CONSULTANT's employees may be located at CONSULTANT's home office, at other field locations, or elsewhere. CONSULTANT's employees working at AUTHORITY's office shall be furnished with suitable office space, office furniture, and necessary office equipment by the AUTHORITY at no cost to the CONSULTANT.

4) COMPENSATION:

- a) In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay CONSULTANT, in accordance with **Exhibit B**, 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. The invoices shall indicate in detail the services rendered, the billing period and time devoted during the period to the rendition of such services. In addition, CONSULTANT shall itemize the amounts claimed for all costs. Documentation for costs shall be an itemized list of all direct cost items including outside services and subcontractors. AUTHORITY shall make payment to CONSULTANT within 30 days after receipt of each valid invoice. In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment until resolved. All incurred costs must be invoiced to the AUTHORITY within 180 days after the cost is incurred in order to be reimbursed. Costs which are older than 180 days may be approved or denied by the SNWA Director of Engineering on a case by case basis. The decision of the SNWA Director of Engineering is final.
- c) AUTHORITY shall pay invoiced amounts from CONSULTANT based on the fees set forth in Exhibit B 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.

5) LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$150,000,000.

6) 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) Work Hours and Holidays
 - i) CONSULTANT employees assigned to AUTHORITY premises shall observe the same work hours as observed by AUTHORITY's staff. CONSULTANT shall observe their respective Company holidays. CONSULTANT shall invoice AUTHORITY for all AUTHORITY holidays exceeding CONSULTANT's standard holiday schedule, as it is the CONSULTANT's policy that their employees will either work "AUTHORITY ONLY" holidays or work overtime to overcome the difference.
- f) 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. Any such reuse would be at the user's sole risk and without liability or legal exposure to CONSULTANT.
- g) Construction and Operations Proscription (or Prohibition)
 - i) CONSULTANT covenants that neither CONSULTANT, nor CONSULTANT's subsidiaries or affiliates will attempt to secure any award for construction for any part of the capital programs which are the subject of this Agreement.
 - ii) During the term of this Agreement and for 2 years after the termination of this Agreement, neither the CONSULTANT nor any subsidiary or affiliate of the CONSULTANT, unless specifically requested to do so by the Southern Nevada Water Authority or Las Vegas Valley Water District, shall (1) make any solicitations or proposals to any party to provide that the CONSULTANT undertake operations of any or all of the existing or proposed Southern Nevada Water Authority or Las Vegas Valley Water District contracts, projects or facilities; or (2) engage in any activity which could lead to CONSULTANT undertaking operations of any or all of the Southern Nevada Water Authority or Las Vegas Valley Water District contracts, projects, or

facilities; or (3) use information learned under this Agreement to in any manner promote CONSULTANT to undertake the operations of any or all of the Southern Nevada Water Authority or Las Vegas Valley Water District contracts, projects or facilities that are the subject of this Agreement.

h) Safety

- i) In accordance with the AUTHORITY's construction, construction manager-at-risk, and design-build contracts, the construction contractor, construction manager-at-risk contractor, and design-builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work being performed by the respective construction contractor, construction manager-at-risk contractor or design-builder. CONSULTANT shall receive and review required safety programs and shall monitor compliance with their respective programs; however, CONSULTANT's receipt, review or monitoring of any safety plans or programs will not relieve the construction contractors, construction manager-at-risk contractors and design-builders from full and complete responsibility for safety and training of all onsite personnel, inclusive of the personnel for AUTHORITY and CONSULTANT.
- ii) CONSULTANT shall strictly comply with OSHA and other safety laws, regulations and rules governing the conduct of its employees, agents and subcontractors at and about the job sites.
- i) 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.

7) 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, Peter Jauch, (702) 862-3401 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.

8) 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.

9) 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 other Nevada state or federal law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

10) 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.

11) 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 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.

12) 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.

13) 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.

14) 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.

15) 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.

16) COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

- a) CONSULTANT shall perform its services in accordance with the degree of skill and care exercised by similarly practicing professionals performing similar services under similar conditions.
- b) 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.
- c) 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.

17) 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 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.

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. Notwithstanding the foregoing, neither CONSULTANT nor its insured are required to provide a waiver of subrogation regarding its professional liability policy. 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, and 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 \$250,000 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 30 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 \$1,500,000 per occurrence, and \$3,000,000 annual aggregate (January 1st through December 31st). The limit may be satisfied by a combination of primary and excess/umbrella insurance. In addition to the aforementioned limits, Ten Million Dollars (\$10,000,000) in excess liability limits resulting in total limits of Eleven and One Half Million Dollars (\$11,500,000) per claim and Thirteen Million Dollars (\$13,000,000) in the aggregate in each policy year.
 - 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 \$10,000,000 for each occurrence. 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 third party 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) 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) 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.

22) 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.

23) 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 record 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 District and the Authority Members. Facility Information is deemed to be Confidential Information of the District and the Authority Members.

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 the 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 AUTHORITY for any and all damages the AUTHORITY 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 by CONSULTANT or any Third Party that results in Facility Information being exfiltrated as a result of a security incident. Without limiting the foregoing, a Security Breach shall include any unauthorized access to or disclosure or acquisition of Facility Information.

e) The 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 for a period of six (6) years after termination or expiration of this Agreement; 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 AUTHORITY irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach, 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 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 System Access 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 to that disclosed in the System Access Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.
- h) CONSULTANT shall implement the administrative, physical and technical safeguards disclosed in the System Access Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc. or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, 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.

24) RECORDS:

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

25) ASSIGNMENT:

Neither Party shall assign or transfer its interest in this Agreement without the prior written consent of the other Party. If a Party 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:

- 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.

28) 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.

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) LIMITATIONS OF LIABILITY:

- a) To the greatest extent permitted by law, CONSULTANT'S liability arising out of or in connection with this Agreement from any cause or causes, including but not limited to the negligence, strict liability, breach of contract, or breach of warranty, shall not exceed \$1,000,000.00 per liability incident with an aggregate liability of \$18,000,000.00 under this Agreement.
- b) Notwithstanding any other provision of this Agreement, and to the greatest extent permitted by law, neither Party shall not be liable for any special, indirect, incidental, or consequential damages, including but not limited to loss of product, loss of use of the equipment or system, loss of anticipated profits and revenue, loss of business revenue or profit, or loss of business opportunity, however arising, whether under contract, in tort, in equity, under statute, or otherwise.
- c) Notwithstanding the foregoing waiver of consequential damages this waiver shall not apply to:
 - i) Any third-party claims against the DISTRICT;
 - ii) Property damage;
 - iii) Personal injury or death;
 - iv) Fines, levies, or other damages assessed against the DISTRICT by any governmental or regulatory agency related to the CONSULTANT's breach;
 - v) Fraud;
 - vi) Intentional, willful, or reckless misconduct or breach; and

vii) Breach of confidentiality or data privacy and security obligations.

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: Parsons Water & Infrastructure Inc.
Michael Unger
1776 N. Lincoln Street
Denver, Colorado 80203
Michael.unger@parsons.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Peter Jauch
100 City Parkway, Suite 700
Las Vegas, Nevada 89106
peter.jauch@lvvwd.com

With copy to:
(excluding invoices)

Southern Nevada Water Authority
Attention: General Counsel
1001 S. Valley View Boulevard
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) KEY PEOPLE:

It is the intent of both parties to this Agreement that CONSULTANT make available the professional services of Mr. Kevin Ulrey as Program Manager for administering all work under this Agreement. Other key personnel may be added as dictated by future requirements and as approved by the AUTHORITY. Any substitution of the above personnel must be approved in advance by the AUTHORITY, which approval may be granted or denied in the AUTHORITY's sole discretion.

40) AMENDMENT:

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

41) AUDITS:

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

AUTHORITY agrees that it shall not audit overhead as it is fixed for a three-year period based on negotiations.

42) 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.

43) 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.
- 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.

44) COMPANIES THAT BOYCOTT ISRAEL:

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

45) ELECTRONIC SIGNATURES:

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

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

Parsons Water & Infrastructure Inc.

Southern Nevada Water Authority

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES

Consultant will provide general capital program administrative support and project management support for the AUTHORITY's Major Construction Capital Plan projects that include a Project Labor Agreement, the Lower Las Vegas Wash Stabilization project, and other specific capital projects requested by the AUTHORITY fully integrated with the AUTHORITY staff, within the broad range of services outlined below and as authorized and approved by the SNWA Director of Engineering through the issuance of Work Assignments. Upon approval of Assignments, the Consultant will be authorized to perform the work within the funding and time limits stated.

TYPES OF SERVICES

1. PROGRAM MANAGER

Provide a Program Manager who will:

- Manage the Parsons program resources and ensure necessary resources are available.
- Ensure cost, schedule, and quality performance is compared to established baselines and provide corrective management direction when variances occur.
- Participate in AUTHORITY management and Board of Directors meetings as requested and participate with the AUTHORITY in resolving program issues.
- Represent the AUTHORITY Director of Engineering, as requested, in meetings with other program participants to develop positions and recommendations for AUTHORITY consideration.
- Participate in program review meetings as requested to assure all cost, schedule and quality objectives are being met.

2. QUALITY ASSURANCE PROGRAM

- Develop a Quality Management Plan that addresses all aspects of the capital program.
- Assist in the review and evaluation of consultants' and construction contractors' Quality Control Plans.
- Review contracting documents for adequate quality provisions.
- Direct staff inspections, appraisals, audits, and reviews of designers' and contractors' performance to ensure the required level of quality is maintained throughout the program team.
- Perform quality audits of the program management team to ensure quality procedures and requirements are being adhered to.

3. PROGRAM ADMINISTRATION

- Direct resources and office support functions.
- Integrate records created within AUTHORITY's Project Management Information System (PMIS).
- Develop contracting strategies for design and construction.
- Develop scopes of work for professional services contracts.
- Assemble contract bidding packages for procuring construction services through bidding processes as administered by AUTHORITY.
- Provide analysis of consultant and construction contracts to ensure contractual requirements are consistent and complete.

- Provide independent third-party construction cost estimates on contracts, change orders, and amendments as directed by AUTHORITY.
- Assist in preparation and negotiation of professional services contracts.
- Assist the AUTHORITY in the procurement of consultant and construction services and the evaluation of proposals and bids.
- Develop, as needed, and assist in the procurement of long lead time equipment by the AUTHORITY.
- Develop and process contract modifications.
- Schedule, prepare for, and conduct pre-bid and pre-construction conferences.
- Ensure all AUTHORITY procurement procedures are followed and assist the AUTHORITY in meeting agency requirements.
- Develop and maintain a claims avoidance program throughout all phases of the program.
- Use AUTHORITY's uniform format and editorial style for program documents.
- Use AUTHORITY's standard plan sheet and numbering system for contract drawings.
- Prepare invoices, perform financial audits, and maintain all financial records related to the Program Manager's contract.
- Prepare and maintain specific reports and dashboards for project and program performance, in coordination with the Program Controls Division, for AUTHORITY Management and the AUTHORITY Board of Directors.
- Participate in the maintenance of the PMIS which tracks project commitments and schedules including actual expenditures, forecasted cash flows, and measures project performance against established baselines.
- Provide cost estimating support to establish project budgets, verify engineering cost estimates, and update cost estimating guidelines and templates.
- Provide support to the AUTHORITY with program and project management including, but not limited to, commitment management and cost control, schedule management, and implementation of best practices.

4. PROGRAM PLANNING PHASE

- Supervise preparation of an Environmental Impact Statement for specific projects as requested by AUTHORITY.
- Prepare a Preliminary and Final Financial Plan for specific projects as requested by AUTHORITY.
- Supervise preparation of a Conceptual Design Criteria for specific projects as requested by AUTHORITY.
- Perform constructability reviews of specific projects as requested by AUTHORITY.

5. PROGRAM DESIGN PHASE

- Provide design management services.
- Provide technical design and constructability reviews, value engineering reviews, and reviews for operability and maintainability.
- Review design cost estimates, schedule, and quality performance, and report on program status.
- Assist in prequalification of prospective bidders and suppliers.

- Assure change requests, progress payments and schedule adjustments are properly reviewed, evaluated, and implemented.

6. PROGRAM CONSTRUCTION PHASE

- Provide construction management services.
- Direct and supervise the construction management staff.
- Review all construction contract documents to ascertain that they are descriptive and complete prior to advertisement.
- Provide and assign resident construction managers and inspectors to maximize coverage at least cost.
- Assure the preparation for and conducting pre-bid, pre-construction, progress, coordination, completion and project close out meetings to include the preparation of all necessary notices, forms, documents, hand-outs, agendas, attendance records, minutes, and action item lists.
- Assure all contract or supplied documents, submittals, samples, permits, traffic management plans, etc., are provided as required, reviewed, and returned to the contractor in a timely manner.
- Assure responses to requests for clarifications/information, assistance, access, quotation, and coordination by the contractor are provided accurately and in a timely manner.
- Assure daily observation of work progress and inspection of work placed to ascertain compliance with contract documents, industry standards, site security and safety, testing, housekeeping, budget quality, and schedule and the successful interface with other public and private entities.
- Monitor, document, and report on the contractor's conformance with cost, schedule, and overall performance of the work.
- Assure change requests, progress payments, schedule adjustments, completion, startup, and acceptance plans are properly reviewed, evaluated, revised, and implemented.
- Participate in all change negotiations to assure the best interests of the AUTHORITY are maintained and prudent and effective recommendations are provided to the AUTHORITY for approval.
- Assure project and commitment close-out procedures are planned, prepared, executed, documented, and completed for the successful training, startup, commissioning, and transfer of completed facilities to include inspection, preparation of completion certificates, receipt and review of contractor waivers, certifications, operations and maintenance data, as-built drawings and warranties, etc., and the preparation and execution of transfer documents.
- Provide staff to ensure contractors are compliant with prevailing wage and certified payroll requirements. Staff shall review payrolls and conduct field interviews to verify work classifications are consistent with the work performed, correct wage rates are being applied, overtime is being paid correctly, OJT and apprentice program documentation are in project files, compare payrolls with wage rate interviews, and compare number of employees and hours worked with project documentation.

7. TECHNICAL SUPPORT

Provide planning, engineering, and construction expertise when requested in such areas as:

- Public information/public education

- Project controls
- Financial
- Water treatment
- Water conveyance systems
- Estimating
- Permitting
- Power supply
- Tunneling
- Air quality
- Technical review
- Testing/startup/operations

8. OTHER SERVICES

- Provide other services as deemed necessary by the AUTHORITY Director of Engineering to achieve the program goal, excluding specific design of facilities or physical construction of facilities.

EXHIBIT B
FISCAL APPLICATIONS AND WORK ASSIGNMENTS

1. Fiscal Applications

A. Reimbursable Labor Costs

CONSULTANT will be reimbursed for actual direct labor costs, subject to the limitations set forth below, expended in performance of Work Assignments, but not including time spent in the preparation and negotiation of work scopes and costs proposals, and in accordance with the following:

Salary Adjustments occurring January 2, 2024 and annually thereafter.

Salary increases for CONSULTANT's employees assigned to the Scope of Services, as identified in Exhibit A, shall be limited to a rate equal to the maximum total annual increase percentage below and will be comprised of the sum of a performance and merit increase plus a cost of living increase. The cost of living increase will not exceed the cost of living increase given to employees of the AUTHORITY's Operating Agent the prior calendar year. Performance and merit increases will generally align with the typical increases below. Any performance and merit raises in excess of these that involve formal training programs, job classification change, promotions, or where special consideration is requested, must be submitted and approved in advance on a case by case basis. CONSULTANT shall notify the Director of Engineering in advance of billing for all salary adjustments.

PERFORMANCE AND MERIT INCREASE SCHEDULE

<u>Salary</u>	<u>Typical Performance and Merit Increase</u>	<u>Maximum total annual increase</u>
More than \$100/hr	2%	7%
\$80 to \$99/hr	3%	8%
\$60 to \$79/hr	4%	9%
\$15 to \$59/hr	5%	10%

Overhead Application:

In addition to reimbursement of actual direct labor costs, CONSULTANT will be paid for overhead costs and profit. Payment for actual direct labor costs, overhead costs, and profit will be equal to the product of the actual direct labor costs and a negotiated labor multiplier. Effective upon execution of this Agreement, the negotiated multiplier will be 2.87 for CONSULTANT employees assigned to work at one of the AUTHORITY's facilities. For work on AUTHORITY matters accomplished by CONSULTANT employees not assigned to work at an AUTHORITY facility, the negotiated labor multiplier will be 3.12. Modifications of labor multipliers shall occur no more frequently than every three years, unless the AUTHORITY and CONSULTANT mutually agree otherwise.

B. Other Reimbursable Direct Costs

Other direct costs, which may include, but are not limited to the following, will be reimbursed by the AUTHORITY at actual cost without markup. All capital purchases or general services contracts will be approved by the authority in accordance with the Authority's Purchasing Guidelines. All professional services subcontracts must be approved by the AUTHORITY prior to their award and the subcontract agreement must be submitted by the AUTHORITY. Unauthorized subcontract expense shall not be reimbursed.

Travel and Subsistence in accordance with Exhibit C

Communications

Postage/Shipping

Office Supplies and Equipment

Office Equipment Maintenance

Photography Equipment and Costs

Sales, Use and Excise Taxes

Construction Field Offices

Temporary or Special Consultants or Personnel

Computer and Support Equipment and Software reviewed and approved in accordance with Authority Information Security and Compliance Requirements

Vehicle lease costs (including cost of maintenance, fuel and premium for insurance covering loss of, or damage to, the vehicle)

Subcontracts

Relocation: Generally, the AUTHORITY will not reimburse for relocation expenses for permanent assignment to the Scope of Services as identified in Exhibit A. However, relocation expenses may be authorized if the Director of Engineering determines that it is in the best interest of the AUTHORITY to do so. However, in no event will the AUTHORITY reimburse moving expenses for replacement of personnel vacating a position, whether the position has been vacated voluntarily or involuntarily.

Reimbursement will be made in accordance with the following:

1. Any relocation reimbursement requires prior approval by the Director of Engineering. Each relocation reimbursement request shall include a complete written understanding of the extent of the financial commitment. The Director of Engineering's decision is final.
2. Relocation expenses shall not exceed \$10,000 per employee/employee and family based upon documented expenses for actual moving costs. Moving costs will include any house hunting trips, temporary lodging prior to moving into a home, costs associated with the transfer of personal goods to the new area, and costs of all immediate family members relocating to the area of transfer.
3. All relocation costs, along with supporting documentation, must be submitted in a single packet to the AUTHORITY within six (6) months after approval by the Director of Engineering. After approval, the amount may be included in a following invoice.
4. The AUTHORITY will not reimburse any expenses associated with real estate transactions, utility fees, driver's licenses, professional registrations or Nevada vehicle plates.
5. CONSULTANT shall refund to AUTHORITY relocation reimbursement paid for CONSULTANT employees who leave the employ of CONSULTANT or who are reassigned by CONSULTANT to other projects within one year of AUTHORITY's authorization of the relocation reimbursement.
6. Payment of relocation expenses must be substantiated by receipts for actual moving-related expenses.

Service Center Charges (other than travel) will be invoiced in accordance with current schedules furnished by CONSULTANT, and which are used for the CONSULTANT's most favored customer.

C. Calculation of Total Reimbursable Costs

The total reimbursable cost will be the sum of the reimbursable labor costs, as defined in Section 1.A. herein, and the other reimbursable direct costs, as defined in Section 1.B. herein.

D. Cost Adjustments

AUTHORITY agrees to update the negotiated labor multipliers approximately at three-year intervals. As a result of the labor multipliers negotiated effective upon execution of this Agreement, the next update of the negotiated labor multiplier is expected to be effective July 1, 2026, and again at three-year intervals thereafter for the duration of the Agreement.

E. Deviations from Fiscal Applications and Work Assignments

Deviations from the fiscal applications and Work Assignments, including but not limited to vehicle lease costs, may be approved in writing by the SNWA Director of Engineering if it is determined that the change is in the best interest of the AUTHORITY.

2. Work Assignments

A. Issuance of Work Assignments

The CONSULTANT shall only perform work upon an approved documented Work Assignment or Work Directive, as defined below, issued in accordance with this Section. A scope of work will be sent to the CONSULTANT with a request for a detailed proposal for completion of that work. The CONSULTANT will be given a specified time for completion and return of the proposal. Earlier submission to the AUTHORITY of the CONSULTANT's response is encouraged. The CONSULTANT's proposal shall be fully supported with complete detail, as to the estimate of cost and schedule which may be affected.

The CONSULTANT will propose the most efficient time for completion along with a not-to-exceed amount for the reimbursable costs and overhead work, including profit. The cost proposal shall include detailed estimated salary amounts including adjustments anticipated to occur during the term of the Work Assignment. The AUTHORITY shall have the right to accept, reject, or negotiate the proposal with the CONSULTANT. An agreement for the proposed work will be made when the Work Assignment is issued and signed by both parties. All changes and assignments must be in writing and signed by the AUTHORITY's representative, who, shall for the purposes of the capital programs be the Deputy General Manager or their authorized designee.

The CONSULTANT shall notify the AUTHORITY, in writing, when 80% of the awarded amount has been used and provide an indication of whether additional funds will be required to finish the work.

In the event that the CONSULTANT performs any work beyond the not-to-exceed figure on any Work Assignment without receiving documented authorization from the AUTHORITY, work will be performed without any obligation on behalf of the AUTHORITY to reimburse CONSULTANT. Any work performed after the funds that are available have been depleted, will be performed without any obligation on behalf of the AUTHORITY to reimburse the CONSULTANT.

B. Work Directives

In the unlikely event that the CONSULTANT and the AUTHORITY fail to agree on a not-to-exceed amount for the proposed work, the AUTHORITY reserves the right to unilaterally direct the CONSULTANT, in writing, to begin work while negotiations continue (Work Directive).

Until an agreement has been reached for a not-to-exceed amount, the CONSULTANT will receive interim payment for all direct costs and overhead.

If for any reason, the CONSULTANT proceeds with the work on a proposed assignment or change without a proper Work Directive, it shall do so at its own risk and expense.

C. Changes

The AUTHORITY shall have the absolute right to make Work Assignments or changes to the capital programs in which changes may materially modify, alter, increase, or decrease the scope of work, may extend or compress any activity within the schedule, or add extra work within or outside the scope of the capital programs, by the issuance of a Work Assignment or Work Directive.

EXHIBIT C

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 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:

- 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 D
CERTIFICATE OF COMPLIANCE

While occupying AUTHORITY premises I agree to abide by all applicable policies and regulations of the Southern Nevada Water Authority and the Las Vegas Valley Water District. This includes but is not limited to provisions relating to non-smoking, security, parking, drug-free workplace and discrimination-free workplace.

Signature

Date

EXHIBIT E
TASK ORDER

Agreement Number: 010993.0

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 between Parsons Water & Infrastructure 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.

PARSONS WATER & INFRASTRUCTURE INC.:**SOUTHERN NEVADA WATER AUTHORITY:**

Name:

Title:

Date:

Name:

Title:

Date:

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

July 20, 2023

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 MWH Constructors, Inc., and the Authority to provide construction manager at risk pre-construction services in support of the Ozone Equipment Upgrade Project for an amount not to exceed \$30,000,000.

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 Ozone Equipment Upgrade Project (Project). The Project consists of performing ozone equipment upgrades at the Authority's Alfred Merritt Smith and River Mountains water treatment facilities. When completed, the Project will provide operational flexibility, expansion options through standardization of equipment and redundancy, and disinfection resiliency during changing source water and regulatory conditions. This upgrade will extend the service life of the ozone equipment by more than 20 years.

On January 31, 2023, the Authority issued a request for qualifications soliciting construction manager at risk (CMAR) proposals for the Project. On March 16, 2023, three proposals were received and reviewed by an evaluation committee comprised of members from the Engineering and Water Quality & Treatment Departments. Interviews for all three candidates were held on May 17, 2023, and the candidates were evaluated based upon personnel experience and qualifications, experience with projects of similar size and scope, and the understanding of, and approach for, the Project. Based on the evaluation results, MWH Constructors, Inc. (MWH), is considered the top-ranked applicant and is recommended to provide CMAR pre-construction services for the Project.

If approved, the attached Owner-CMAR Pre-Construction Services Agreement (Agreement) provides the terms and conditions necessary for MWH to complete the pre-construction services for the Project. These services include consultation with the Authority to establish a design that will meet all Project criteria in a way that optimizes construction costs, provides for high quality results, addresses risk, and assures timely completion of the construction. MWH will also prepare cost estimates and construction schedules to confirm that cost and schedule targets are achievable before commencing construction. In addition, the Agreement includes terms for funding the prepurchase of long-lead materials for use on the Project. Additional construction agreements will be necessary for this Project and will be brought to the Board for approval.

This agreement is being entered into pursuant to NRS 338.1693 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:PJJ:AV:ZDH:amn
Attachments: Disclosure, Agreement

AGENDA
ITEM #

11



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:	5
Corporate/Business Entity Name:	MWH Constructors, Inc
Doing Business As:	
Street Address:	8001 Arista Place, Suite 500
City, State, and Zip Code	Broomfield, Colorado 80021
Website:	www.MWHConstructors.com
Contact Name:	Thomas Paul
Contact Email:	usc.licensing@mwhconstructors.com
Telephone No:	425.449.6994
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	6325 South Pacos Road, #20
City, State, and Zip Code	Las Vegas, NV 89120
Local Website:	
Local Contact Name:	Thomas Paul
Local Contact Email:	usc.licensing@mwhconstructors.com
Telephone No:	720.547.5354
Fax No:	

Disclosure of Relationship/Ownership

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

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

No Ownership More than Five Percent (5%) Statement: <i>(if applicable)</i>
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:	Thomas Paul
Signer Title:	Senior Vice President
Signer Email:	tom.paul@mwhconstructors.com
Signed Date:	2023-06-28

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.

Adriana Ventimiglia,
P.E.

Digitally signed by Adriana
Ventimiglia, P.E.
Date: 2023.06.28 09:28:02 -07'00'

Sr. Program Manager
Print Name/Title

06/28/2023
Date

OWNER-CMAR PRE-CONSTRUCTION SERVICES AGREEMENT

This Owner-CMAR Pre-construction Services Agreement ("Agreement") is made and entered into by and between MWH CONSTRUCTORS, INC. as the construction manager at risk ("CMAR"), and the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada, ("Owner"). The CMAR and the Owner are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "Owner" also refers to staff of the Owner acting within their designated authority and duties.

Project Identification:

Contract Name:	Ozone Equipment Upgrades
Project No.:	3128S
Project Address, City State:	100 City Parkway, Suite 700 Las Vegas, NV 89106
Public Works Project Identifying No.:	CL-202X-XXX

WITNESSETH:

WHEREAS, the Owner desires to obtain professional services as more specifically described herein;

WHEREAS, the CMAR is properly qualified and desires to provide the professional services required by the Owner; and

WHEREAS, the Owner, in reliance on the CMAR's representations and proposals, agrees to retain the CMAR, and the CMAR agrees to furnish professional services to the Owner, 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) CONTRACT DOCUMENTS:

The Contract Documents comprise the entire agreement between the Owner and CMAR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Nevada. In resolving inconsistencies among two or more components of the Contract Documents, precedence shall be given in the following order (with the first listed component having the highest precedent):

- a) Addenda;
- b) Owner-CMAR Pre-construction Services Agreement;
- c) General Requirements, to the extent referenced in this Agreement;
- d) CMAR Supplementary Conditions, to the extent referenced in this Agreement;
- e) CMAR General Conditions, to the extent referenced in this Agreement;
- f) Drawings;
- g) Technical Specifications (as required by the Scope of Work in the RFP);
- h) Permits (as required by the Scope of Work in the RFP);
- i) CMAR's Proposal (Responding to the Request for Proposals) and accompanying documents, including without limitation, Affidavit Pertaining to Preference Eligibility;
- j) Notice of Intent to Award;
- k) Request for Proposals;

- l) Project Labor Agreement, to the extent referenced in this Agreement; and
- m) Geotechnical Report (if applicable).

2) SCOPE OF SERVICES:

- a) The CMAR shall provide all requested services, hereinafter referred to as "Services" or "Work," as described and within the time indicated in Section 3.0 of the Southern Nevada Water Authority Request for Proposals for Construction Manager at Risk (CMAR) for Ozone Equipment Upgrade, Project No. 3128S ("RFP"), unless otherwise modified in Section 3 Performance of this Agreement.
- b) All Services performed shall be subject to the cost ceiling contained in Paragraph 5 hereof and subject to the Owner's directions respecting priorities. The CMAR 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 the CMAR or an approved subcontractor.
- c) In performing Services under this Agreement, the CMAR 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. The CMAR 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) In performing Services under this Agreement, all work performed by CMAR or contracted by the CMAR that falls within an existing Clark County Prevailing Wage Rate classification is covered by the terms and conditions of the Southern Nevada Water Authority SNWS Improvements Project Labor Agreement ("PLA"), unless specifically excluded by Article II, Section 2 of the PLA. The PLA is attached to the RFP as Attachment 6.
- e) The CMAR 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, the Owner, or any other political subdivision of the State of Nevada.
- f) The Owner and the CMAR acknowledge that the qualifications of the CMAR's team members and any subcontractor's team members who will perform work on this Project are an essential element to the CMAR being chosen for this Agreement. As such, the CMAR shall provide Exhibit C, List of All CMAR and Subcontractor Team Members, which shall include all persons to be employed under this Agreement. Changes to Exhibit C are permitted only with the written consent of the Owner, which consent will not be unreasonably withheld.
- g) When the Owner and the CMAR have finalized the form of the Agreement, the CMAR shall sign and deliver the Agreement and any necessary counterparts to the Owner. The Owner shall execute such Agreement and any necessary counterparts upon approval of the Agreement by the Owner's Board of Directors. When the CMAR delivers the executed Agreement to the Owner, the CMAR shall also deliver to the Owner the certificates of insurance that the CMAR is required to furnish.
- h) The Owner and the CMAR mutually agree that the compensation described herein is for pre-construction services only and in no manner obligates the Owner to enter into a construction contract with the CMAR.

3) PERFORMANCE:

- a) This Agreement shall become effective as of the date it is fully executed by both Parties and shall remain in effect until all Services authorized to be performed by the Owner are completed by the CMAR or terminated in accordance with this Agreement.

b) The CMAR agrees to abide by the Pre-construction Services Performance Schedule durations pursuant to the RFP as Attachment 1, with the following amendments to reflect actual dates:

- i) Interviews: May 17, 2023
- ii) Notice of CMAR Selection: May 27, 2023
- iii) (Anticipated) Execution of Contract: July 20, 2023

c) The CMAR shall commence the Work on the Effective Date of the Agreement.

4) COMPENSATION:

- a) In consideration for completion of all duties and responsibilities under this Agreement, the Owner agrees to pay the CMAR on a cost-plus basis, in accordance with Exhibit A, Pre-construction Services Compensation, and Exhibit B, Travel Policy, for Work completed to the Owner's satisfaction.
- b) The CMAR shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to the Owner by the 30th of the month in accordance with the Notice provisions of the Agreement and must reference the name and date of the Agreement. A copy of invoices received from subconsultants or subcontractors used by the CMAR shall be included.
- c) The Owner shall pay invoiced amounts from the CMAR within thirty (30) calendar days after the date the invoice is received and approved by the Owner.

5) LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$30,000,000. The final amount paid for work completed by the CMAR shall not include unspent budget remaining in this Agreement.

6) RESPONSIBILITIES OF CMAR TYPE:

CMAR 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 CMAR's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CMAR be unable to complete his or her responsibility for any reason, CMAR must obtain written approval by Owner prior to replacing him or her with another equally qualified person. If CMAR fails to make a required replacement within 30 calendar days, Owner may terminate this Agreement.

7) RESPONSIBILITIES OF OWNER:

Owner agrees that its officers and employees will cooperate with CMAR in the performance of the Services and will be available for consultation with CMAR at such reasonable times with advance notice as to not conflict with other responsibilities.

8) TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by the CMAR shall constitute a truth-in-negotiation certification by the CMAR 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 the Owner 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 (1) year following the end of the term of this Agreement.

9) INDEPENDENT CONTRACTOR:

The relationship of the CMAR to the Owner hereunder shall be that of an independent CMAR and not an agent or employee. The CMAR shall have complete control over its employees and the method of performing its Work under this Agreement. No permitted or required approval by the Owner of personnel, costs, documents or Services of the CMAR shall be construed as making the Owner responsible for the manner in which the CMAR performs its Services or for any acts, errors or omissions of the CMAR. Such approvals are intended only to give the Owner the right to satisfy itself with the quality of Work performed by the CMAR.

10) INTELLECTUAL PROPERTY ACKNOWLEDGEMENT:

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, the CMAR hereby covenants, represents and warrants the following:

- a) All content developed on behalf of the Owner, in whole or in part, solely or jointly by the CMAR and all of the CMAR's employees, associates, subcontractors or subconsultants 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 Owner's engagement of the CMAR, or previously conceived in anticipation of work to be performed in regard to the Owner's engagement of the CMAR, 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 the Owner 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 the CMAR is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, the CMAR hereby assigns, transfers, and conveys, all such Right to the Owner.
- c) The CMAR shall execute all documents and undertake all actions necessary to effect the clarification of ownership of all Work Product in and to the Owner and to allow the Owner 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 11.
- d) The CMAR hereby waives and releases any claim of infringement of any Right of the CMAR (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 of the CMAR'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 the Owner's Right in and to the Work Product.

11) 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, the CMAR hereby sells, conveys, transfers and assigns to the Owner all of the CMAR's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all ideas and content (including, without limitation, all material, information, creative works, documents, matter, text, data, graphics, computer-generated displays and interfaces, images, photographs and works of whatsoever nature, including, without limitation, all compilations of the foregoing and all results and/or derivations of the expression of the foregoing) designed, developed, or created by the CMAR or otherwise arising out of the CMAR's Services or Work and related content by and for the benefit of the Owner (including, without limitation, patents applications, issued patents, prototypes for the purpose of

same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, marks, 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 the Owner, for the Owner's own use and benefit and for the use and benefit of the Owner's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the CMAR if this sale, conveyance, transfer and assignment had not been made.

12) JOINT VENTURE:

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between the Owner and the CMAR, and neither Party shall have any right, power, or authority to create any obligation, expressed or implied, on behalf of the other.

13) 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.

14) CONFLICT OF INTEREST:

During the course of performance of this Agreement, the CMAR will not contract with any client whose interest is adverse to or would require the CMAR to take a position contrary to that of the Owner.

15) PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

The CMAR 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 the CMAR 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, the Owner 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.

16) PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

- a) No officer, employee or member of the governing body of the Owner 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) The CMAR 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. The CMAR 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.

17) COMPLETENESS AND ACCURACY OF CONTRACTOR'S WORK:

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

18) INDEMNIFICATION:

The CMAR shall indemnify, hold harmless, and defend without cost to the Owner, its Board of Directors and its officers, agents, Owner's Representative(s), Engineer, and employees (collectively "Owner 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 the CMAR or the employees of the CMAR. If the CMAR is a joint venture, all parties that comprise the joint venture shall be jointly and severally liable 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 the CMAR, its agents, subcontractors, or subconsultants, or of third parties; harassment or discrimination or any theory of joint or dual employment by the CMAR's employees, agents, subcontractors or subconsultants, 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. CMAR shall not be required to indemnify the Owner Parties for negligent acts of the Owner Parties. Owner Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which CMAR has indemnified the Owner Parties by giving written notice of the assumption to CMAR. Owner Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CMAR has indemnified the Owner Parties without the prior written consent of CMAR, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by CMAR to Owner Parties applies to all insurance policies of CMAR, whether primary, excess or umbrella coverage is provided to CMAR.

19) SCHEDULE FOR PERFORMANCE OF SERVICES:

- a) Time is of the essence in this Agreement.
- b) If CMAR's performance of Services is delayed or if CMAR's sequence of tasks is changed, CMAR shall notify Owner'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 Owner's written approval.

20) INSURANCE:

- a) General Requirements:
 - i) The CMAR shall not commence Work at or near the site under this Contract until it has obtained all insurance required under this Paragraph with insurance companies reasonably acceptable to the Owner, nor shall the CMAR allow any Subcontractor to commence Work until all similar insurance required of the Subcontractor has been so obtained and the Subcontractor is required by written agreement to name the Owner as an additional insured.
 - ii) The CMAR shall defend, indemnify and hold harmless the Owner, its directors, officers, and employees against any and all claims arising out of the CMAR's Services or Work including

(without limitation) any claims, liability, loss damage, cost, expense, award, fine, or judgment arising by reason of death, bodily injury, property damage, defects in workmanship or materials, or design defects arising out of CMAR's or subcontractor's performance under this agreement.

- iii) Owner shall be named as an additional insured, under CMAR's commercial general liability, automobile liability, and excess and/or umbrella liability policies. In the event of a loss arising out of or related to performance of the Work by CMAR or its subcontractor (s) hereunder, all insurance required under this Paragraph shall be primary (pay first) with respect to any other insurance which may be available to the Owner, regardless of how the "other insurance" provisions may read. The CMAR agrees to waive its rights of subrogation against the Owner as well as evidencing evidence by endorsement that their insurers also waive their rights to recover.

The additional insured and waiver of subrogation shall read for blanket coverage of additional insured endorsement underwritten contracts or agreements as follows:

The Southern Nevada Water Authority, Parsons Water & Infrastructure, CDM Smith, Inc., and their members and affiliated companies, successors or assigns, including their directors, officers, and employees individually and collectively; when acting in the scope of their employment. Also, all Owner(s) of the property where the Work will be performed.

- iv) The Owner shall be named as an additional insured under the Subcontractor's policy. Any deviation from the required insurance requirements will need to be approved by the Owner in writing. Nothing contained in this Insurance Paragraph is to be construed as limiting the extent of the CMAR's or Subcontractor's liability for claims arising out of this agreement. CMAR and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
- v) If the CMAR fails to procure and maintain insurance set forth herein, in addition to other rights or remedies, the Owner shall have the right, if the Owner so chooses, to procure and maintain the said insurance to meet the insurance requirements specific to this agreement in the name of the CMAR with the Owner as an additional named insured and the CMAR shall pay the cost thereof and shall furnish all necessary information to make effective for maintenance of such insurance. In the event the CMAR fails to pay the cost, the Owner hereby has the right to set off any sums from the compensation set forth in this Agreement and directly pay for such coverage.
- vi) With respect to all insurance required of the CMAR under this Paragraph, the deductible shall not exceed \$100,000.00 without the prior approval of the Risk Manager of the Owner.

b) Evidence of Insurance:

- i) CMAR'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 date of the award of the Contract, the CMAR shall deliver to the Owner a certificate of insurance documenting the required insurance coverage. CMAR agrees upon requires of the Owner to provide a copy of all policies required hereunder.
- iii) Renewal certificates shall be provided to the Owner 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 sixty (60) calendar days' notice to the Owner for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium which shall provide thirty (30) days' notice.

c) Insurance Coverage:

i) Commercial General Liability Insurance

CMAR shall maintain commercial general liability insurance, including coverage for rigger's liability (if any rigging is required as part of this agreement), products and completed operations liability, property damage liability, bodily injury liability, and personal injury liability with limits of \$2,000,000 per occurrence, and \$4,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance. The products and completed operations coverage and protective liability shall be maintained for a period of 2 years following Final Completion.

ii) Business Automobile Insurance

CMAR 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

CMAR shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance the CMAR maintains shall comply with Nevada Industrial Insurance ACT, NRS Chapters 616 and 617, for all of its employees working on the Project as described in this contract.

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

iv) Professional Liability Insurance

CMAR shall maintain professional liability insurance applicable to the CMAR's obligations, covenants, requirements and duties as set forth in this Agreement, with limits of not less than \$1,000,000 each occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two (2) years after completion of the CMAR's Work as set forth in this Agreement.

v) Pollution Liability Insurance

CMAR or subcontractor shall maintain Pollution liability insurance, covering liability arising out of hazardous substances, including lead, asbestos and asbestos containing materials, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

vi) Cyber and Technology Liability Insurance

CMAR 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.

21) TERMINATION:

The Owner's General Manager, his/her designee and/or the CMAR may terminate this Agreement on thirty (30) days prior written notice. In the case of termination by the Owner, the Owner shall pay the

CMAR for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to the Owner.

22) REVIEWS:

- a) CMAR 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) Owner 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 CMAR. Corrections and changes to the submission will be made by CMAR and resubmitted to for approval within 10 working days after receipt. The final approval will be submitted to CMAR 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.

23) CONFIDENTIALITY AND RELEASE OF INFORMATION:

The Owner acknowledges that the CMAR's construction cost, overhead, and profit data must be regarded as proprietary and confidential to preserve whatever competitive advantage the CMAR may enjoy in the marketplace. The CMAR acknowledges that the Owner will submit to the CMAR proprietary and confidential information. "Confidential Information" means confidential and proprietary information of the disclosing party that is disclosed to non-disclosing party 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 the disclosing party to the non-disclosing party 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 the non-disclosing party; (2) the non-disclosing party can demonstrate to have had rightfully in its possession prior to disclosure by the disclosing party; (3) is independently developed by the non-disclosing party without the use of any Confidential Information; or (4) the non-disclosing party rightfully obtains from a third party who has the right to transfer or disclose it.

Owner and CMAR recognize the Owner's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter Owner's duties thereunder or to require Owner to do, or refrain from doing, anything contrary to the Nevada Public Records Act. The Owner'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 the Owner's Office of General Counsel determines that any document or record supplied by CMAR and marked "confidential" is determined to be a public record, the Owner may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to CMAR. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the Owner will promptly forward the request to CMAR and work with CMAR 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, CMAR 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 Owner 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 Owner. 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 CMAR's use of Facility Information is governed in this Agreement's Data Privacy and Security section.

24) USE OF MATERIALS:

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

25) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- a) Due to the sensitive nature of information contained within the project management information system ("PMIS"), Owner requires that CMAR agree to the PMIS terms of use. By entering into this Agreement, CMAR 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 Owner 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) CMAR 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 Owner 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 CMARs and engineering firms. Owner is not responsible for any issues created by a malfunction of these PMIS Services.
 - (5) CMAR 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) CMAR agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
 - iii) CMAR agrees not to use the PMIS Services in any way that is unlawful, or harms Owner, its' service providers, suppliers or any other user. CMAR agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. Owner's failure to act with respect to a breach by CMAR or others does not waive its right to act with respect to subsequent or similar breaches.
 - iv) NO WARRANTY. Owner 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 CMAR, to the maximum extent permitted by applicable law. Owner and its suppliers make no representations, warranties or conditions, express or implied. Owner 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 Owner 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 CMAR'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 CMAR has any dispute or claim against Owner or its suppliers with respect to these Terms of Use or the PMIS Services, then CMAR's sole and exclusive remedy is to discontinue using the PMIS Services.
- vi) Owner reserves the right to change the Terms of Use and will provide notice of any change to CMAR. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. Owner may change, suspend or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. Owner may assign these Terms of Use, in whole or in part, at any time with or without notice to CMAR. CMAR 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. CMAR 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 Owner and CMAR with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between Owner and CMAR with respect to the PMIS Services.
- x) The PMIS Services are subject to the intellectual property rights of Owner and to the Nevada public records law.

26) DATA PRIVACY AND SECURITY:

- a) During the course of this Agreement, CMAR will create, receive, or have access to the Owner'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 Owner'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 Owner and the Authority Members. Facility Information is deemed to be Confidential Information of the Owner and the Authority Members.

b) The CMAR shall:

- i) Keep and maintain all Facility Information in strict confidence, using such degree of care as in to avoid unauthorized access, use or disclosure 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 for which the Facility Information, or access to it, is provided pursuant to the terms and conditions of 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 Owner without the Owner's prior written consent;
- vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the Owner's prior written consent. Authorized Persons means that CMAR's employees, CMARs, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable to CMAR to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligation 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. CMAR acknowledges that it will be liable to the Owner for any and all damages the Owner incurs from CMAR'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) CMAR ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE CMAR 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 the CMAR or by the Owner to the extent that the CMAR has access to the Owners 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) The CMAR shall:

- i) Notify the Owner of any Security Breach as soon as practicable, but no later than forty-eight (48) hours after the CMAR 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 Owner's contacts listed in the Notices Section below;
- ii) At its own expense, coordinate and fully cooperate with the Owner in the Owner'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 Owner for all actual costs incurred by the Owner in responding to and mitigating damages caused by any Security Breach.
- f) The CMAR acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Paragraph may cause the Owner irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the Owner 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 Owner 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 the Agreement to the contrary.
- g) CMAR has completed and provided to Owner the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. CMAR 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) The CMAR shall implement administrative, physical and technical safeguards to protect Personal Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are not less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal 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.

27) RECORDS:

The CMAR shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this agreement, and shall make available to the Owner for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

28) ASSIGNMENT:

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

29) 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.

30) APPLICABLE LAW AND VENUE:

Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions. 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 the Owner and the CMAR. 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 the CMAR or the Owner, 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 CMAR:

MWH Constructor, Inc.
Attention: Tom Paul, Project Executive
4686 E Van Buren St., Suite 200
Phoenix, Arizona 85008
Tom.Paul@MWHconstructors.com
425-449-6994

To Owner: Southern Nevada Water Authority
P.O. Box 99956
Las Vegas, Nevada 89193-9956
Attention: Peter J. Jauch, Director of Engineering
peter.jauch@snwa.com
702-862-3401

With copy to:
(excluding invoices) Southern Nevada Water Authority
Attention: General Counsel
1001 S. Valley View Blvd., MS 475
Las Vegas, Nevada 89153
generalcounsel@lvvwd.com

When notice is given by mail, it shall be deemed served three (3) 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 facsimile or 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 CMAR is subject to review by Owner to insure contract compliance at the discretion of Owner. CMAR agrees to provide Owner any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to CMAR. 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 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.

41) 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) 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. CMAR's economic hardship and changes in market conditions are not considered Force Majeure Events.

- b) Both the Owner and the CMAR have evaluated the effects of COVID-19 on this Agreement. The Owner and the CMAR 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 CMAR is prevented from completing any part of the Work under this Agreement due to a Force Majeure Event, the Owner and CMAR 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 CMAR's sole and exclusive remedy for such delay, and CMAR shall not be entitled to an increase in the sums due under Agreement. CMAR shall provide a revised schedule for performance of the Work.
- 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.

42) COMPANIES THAT BOYCOTT ISRAEL:

CMAR certifies that it is not engaged in and agrees for the duration of this 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 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.

44) PROPRIETARY AND CONFIDENTIAL INFORMATION:

The Owner acknowledges that the CMAR's construction cost, overhead, and profit data must be regarded as proprietary and confidential to preserve whatever competitive advantage the CMAR may enjoy in the marketplace. The CMAR acknowledges that the Owner may submit to the CMAR proprietary or confidential information. Before a disclosing Party provides any information to the receiving Party that the disclosing Party deems to be confidential, the disclosing Party will ensure that the document is marked with "Confidential Information."

The Parties will safeguard Confidential Information against disclosure by employing the same means to protect such Confidential Information as that Party uses to protect its own non-public, confidential or proprietary information, and otherwise in accordance with the provisions of this paragraph 44. Subject to the following paragraph, no receiving Party shall itself, or permit its employees, consultants and/or agents to disclose to any person, corporation or other entity the Confidential Information without the prior written consent of the Party providing the Confidential Information, except a receiving Party may distribute the Confidential Information to its board members, officers, employees, agents, consultants, potential investors and lenders and others who have a need for such Confidential Information. In the event that any Party receiving the Confidential Information becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, the legally compelled Party shall give the other Party providing the Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with

the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof. Subject to the following paragraph, each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of this paragraph 44 although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of this paragraph 44 whether a claim is based in contract, tort or otherwise. The Parties agree that the respondent in any action for an injunction, specific performance decree or similar relief shall not allege or assert that the initiating Party has an adequate remedy at law in respect to the relief sought in the proceeding, nor shall the respondent seek the posting of a bond by the Party initiating the action. Under no circumstances will either Party's directors, management, employees, agents or consultants be individually liable for any damages resulting from the disclosure of Confidential Information in violation of the terms of this Agreement.

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

45) JOINT VENTURE:

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between the Owner and the CMAR, and neither Party shall have any right, power or authority to create any obligation, expressed or implied, on behalf of the other.

46) TORTOISE TRAINING:

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

47) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- a) The CMAR shall not employ discriminatory practices in the provision of Services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.
- b) No person in the United States shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- c) The CMAR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin. The CMAR shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin. This non-discrimination provision

shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CMAR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

- d) The CMAR will, in all solicitations or advertisements for employees placed by or on behalf of the CMAR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.

48) EQUAL EMPLOYMENT OPPORTUNITY:

- a) The CMAR and any subcontractor or subcontractor working under the authority of the CMAR, 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, the CMAR 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) The CMAR shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the Owner upon the Owner's request. The CMAR is solely liable for failure to comply with this provision.

49) DISPUTE RESOLUTION:

- a) Affirmative Agreement to Arbitrate: By the signing of this Owner-CMAR Pre-construction Agreement, the CMAR expressly authorizes this Article and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration. If the dispute, claim or question falls under the purview of the PLA, the terms of the PLA shall govern.

- b) Dispute Resolution Process:

- i) It is the Owner's objective to resolve disputes that arise in a timely, orderly, fair, and non-adversarial manner. The Owner and the CMAR, by entering into this Agreement, agree to pursue resolution of disputes as early as possible, at the lowest organizational level possible, and with respect for the interests and integrity of each party. To achieve these dispute resolution objectives and promote amicable working relationships, this Article enumerates the following dispute resolution methods: Dispute Review Board, Mediation, and Arbitration.

It is not intended for the Owner or the CMAR to default on their normal responsibility to amicably and fairly settle their differences by the indiscriminate use of the dispute resolution methods called for under the Agreement. The Parties will each bear their own expense of participating in all dispute resolution processes and will equally share the expenses of the dispute review board(s), mediator(s), and arbitrator(s), if needed.

- ii) At all times during the course of any dispute resolution process, the CMAR shall continue with the Services or Work as directed, in a diligent manner and without delay, or shall conform to the Owner's decision or order, and shall be governed by all applicable provisions of the Agreement. Records of the Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions in the Agreement.
- iii) If the CMAR considers any Work directed to be outside the requirements of the Agreement, or considers any order, ruling, instruction, or decision of the Owner to be unjustified, the CMAR

shall immediately, upon such Work being directed or such order, ruling, instruction or decision being made, ask the Owner for written confirmation thereof (Confirmation). The Owner will respond to the CMAR's request for Confirmation within 7 Days. If the CMAR does not accept the Confirmation, the CMAR shall within 7 Days after receipt of the Confirmation, file a written protest with the Owner, stating clearly and in detail the objections and the reasons therefor. The Owner will, as soon as practicable after receipt of such written protest from the CMAR, deliver its written decision on the issue(s) involved (Decision) to the CMAR. Except for protests made of record in the manner specified and within the time stated herein, the CMAR hereby waives all protest or objections to the directions, orders, rulings, instructions, or decisions of the Owner. If the CMAR does not accept or fails to conform to the Owner's Decision, either Party may elect to proceed to the next dispute resolution method called for under the Agreement.

iv) In compliance with NRS 338.150, ADR methods must be used before initiation of a judicial action.

c) Alternate Dispute Resolution Methods

i) Mediation

- (1) A Party shall initiate the mediation process by serving a written request for mediation on the other Party. Within 15 Days from the date of service of the mediation request, the Parties shall agree upon a mediator.
- (2) The Parties shall share the mediator's fee and any facility costs equally.
- (3) The mediation shall be held in Las Vegas, Nevada, unless another location is mutually agreed in writing.
- (4) All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration, litigation, or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- (5) No statutes of limitation or defenses based upon the passage of time shall be tolled by any mediation conducted under this Agreement.
- (6) Should the mediation be unsuccessful, 20 Days after the final conclusion of the mediation by the mediator, either Party may file a claim in arbitration.

ii) Arbitration

- (1) All disputes, claims or questions not resolved by the foregoing ADR methods, if any required by the Agreement, will be settled by binding arbitration according to the procedures described in this Agreement and the Agreement for Submission to Arbitration (Arbitration Agreement) attached as Exhibit E. A judgment may be entered upon the award rendered by the arbitrator(s) in any court of proper jurisdiction. The question as to the arbitrability of any claim shall be determined by the arbitrator(s).
- (2) Commencement of the Arbitration. A Party may begin arbitration by serving the other party with a written notice to commence arbitration by certified mail or electronic document transfer in accordance with this Agreement. The written notice will provide a detailed statement of the nature and subject of the claim and the amount of damages claimed or the type of non-monetary relief sought. Within 30 Days of service of the commencing-Party's claim, the other Party shall submit a detailed statement of its counterclaim, if any.

- (3) Arbitrators. The Parties agree that any dispute under this Agreement shall be determined by a single arbitrator. The arbitrator will be selected by agreement of the Parties, or if no agreement is reached by application to a court of competent jurisdiction. The arbitrator must be experienced in the subject matter of the dispute and must be fully active in his/her profession or occupation. It is preferred that the arbitrator shall be an attorney or retired judge, be affiliated with the American College of Construction Lawyers, or have construction and alternative dispute resolution experience.

After the arbitrator is selected, the arbitrator will have no ex parte communications with any Party regarding the arbitration proceeding or the subject of the arbitration.

All costs of the arbitration will be shared equally among the Parties. Administration of fees, costs and related matters will be undertaken by the arbitrator.

- (4) Location of the Arbitration. The arbitration will be conducted in Clark County, Nevada, or such other location as the Parties may agree.
- (5) Arbitration Proceedings. The arbitration proceedings shall be governed by the Arbitration Agreement attached as Exhibit E.

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

MWH CONSTRUCTORS, INC.

SOUTHERN NEVADA WATER AUTHORITY

Name: Tom Paul
Title: Project Executive
Date:

Name: John J. Entsminger
Title: General Manager
Date:

Approved as to form:

Approved as to form:

Name:
Title:

Name: Laura Ellen Browning
Title: Deputy Counsel

LIST OF EXHIBITS

- A. Pre-construction Services Compensation
- B. Travel Policy
- C. List of All CMAR and Subcontractor Team Members
- D. Dispute Review Board Procedures
- E. Agreement for Submission to Arbitration
- F. Owner-CMAR Pre-Construction Services Agreement Scope of Work

EXHIBIT A

PRE-CONSTRUCTION SERVICES COMPENSATION

1.0 Reimbursable Labor Costs

The CMAR will be reimbursed for actual direct labor costs expended in performance of pre-construction services. In addition to reimbursement of actual direct labor costs, the CMAR will be paid for overhead costs and profit. Payment for actual direct labor costs, overhead costs and profit will be equal to the product of the actual direct labor costs and a labor multiplier. The labor multiplier shall be 2.1. These actual hourly rates with labor multiplier include all costs to accomplish the work including administration and overhead, fringe benefits, quality control, direct costs and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives, executive assistants, financial accounting personnel, facility-equipment-IT maintenance personnel, taxes, contributions, assessments, sick leave, medical and other benefits, holidays, vacations, bonuses and pensions. Exhibit C lists all CMAR and Subcontractor team members who will work on the Project. The labor multipliers identified in this Exhibit A Sections 1.0 and 2.1 shall be used to calculate the rates in Exhibit C for these team members and team members who may be added with the approval of the Owner at a later date.

2.0 Equipment Costs

The CMAR will be reimbursed for the use of any authorized machinery or special equipment at an hourly rate determined to be 85 percent of either the Federal Highway Administration hourly rate as established in publications and revisions thereto entitled "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment" as published by <https://www.equipmentwatch.com>. Attachments will be included in the hourly rate only when deemed essential to the Work by the Owner. When multiple attachments are approved for use and are being used interchangeably, the attachment having the higher rental rate shall be the only one included for payment. The total established rental rate per hour shall be rounded to the nearest 10 cents. Rental Rates shall not be adjusted for regional differences. No compensation shall be allowed for shop tools having a daily rental rate of less than 10 dollars.

If it is deemed necessary by the CMAR and Owner to use equipment not listed in the rental blue book, a suitable rental rate for such equipment will be established by the Owner based on the rate of comparable model or unit. The CMAR may furnish cost data that might assist the Owner in the establishment of such rental rate including an adequate descriptions, trade or manufacturer's name, model, capacity, horsepower, years of manufacture and purchase prices.

Authorized standby time for idle equipment shall be paid for at 50 percent of the specified rate, less the estimated operating cost per hour. No markup will be added or allowed for overhead and profit. Payment will be made for actual time, to which a rental sum of 15 percent shall be added. The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation storage, insurance, and incidentals, but not labor costs for operation of the equipment.

3.0 Material Costs

The CMAR will be reimbursed the actual cost of materials plus 10 percent, for material purchases authorized by Owner. Any exceptions to this formula shall be approved by the Owner, in the Owner's sole discretion, and enumerated in the approved Work Authorization(s), as referenced in Exhibit F Procurement Coordination.

4.0 Other Reimbursable Direct Costs

The CMAR will be reimbursed for the following other direct costs at actual cost without markup. All professional services subcontracts shall be approved by the Owner prior to their award and the subsequent subcontract agreement shall be submitted to the Owner. The CMAR shall ensure that any subcontracts carry through the provisions of this Agreement. In the event of a conflict between the terms of this Agreement and any subcontract, this Agreement shall be controlling. Unauthorized subcontract expenses will not be reimbursed.

4.1 Subcontracts

The CMAR will be reimbursed the costs of subcontractors plus 10 percent, for activities authorized by the Owner. Travel and Subsistence. The CMAR and subcontractor Travel and Subsistence will be reimbursed in accordance with Exhibit B.

4.2 Travel

The CMAR and subcontractor travel costs will be reimbursed without markup in accordance with Exhibit B.

5.0 Calculation of Total Reimbursable Costs

The total reimbursable cost will be the sum of the reimbursable labor costs as defined in this Exhibit A, Section 1.0, and the other reimbursable direct costs, as defined in this Exhibit A, Section 2.0.

EXHIBIT B TRAVEL POLICY

CMAR will bill all such expenses to AUTHORITY at cost without markup. CMAR 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 CMAR for any travel time charges. AUTHORITY reserves the right to approve all travel plans and expected costs prior to trips.

AUTHORITY shall reimburse CMAR according to the following expense reimbursement policy utilizing the U. S. General Services Administration travel rates (<http://www.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: CMAR shall invoice AUTHORITY using the GSA Lodging Rate. Higher rates must be pre-approved by AUTHORITY. If CMAR 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: CMAR 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. CMAR 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 TRAVEL AUTHORIZATION
(PLEASE PRINT OR TYPE)

LAST NAME	FIRST	MIDDLE INITIAL	SNWA WBS No.	SNWA WBS Title

Travel Category (Check appropriate box)

Business Trip		Extended Assignment	
<input type="checkbox"/>	One Day (no overnight stay)	<input type="checkbox"/>	Per individual agreement
<input type="checkbox"/>	More than one day but not exceeding 30 consecutive business days	<input type="checkbox"/>	

Note: Reimbursement for allowable costs will be paid in accordance with the contract. All special reimbursement requests must be identified on this form prior to approval.

Departure Point: _____

Destination: _____

Return: _____

List in order all points of authorized business stopovers: _____

	Beginning Date	Ending Date	An ending date must be indicated. An "open" ending date will not be accepted.
Dates of Travel	From	To	

Mode of travel to and from destination

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	Air Travel, Coach, Lowest Cost Privately Owned Vehicle @ Current IRS Rate per mile Use of rental car at destination	Special Reimbursement Requests:
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO		
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO		
Traveler's home office location: _____					

Justification for Travel:

Hotel: \$ Per Day Per Diem: \$

Approved by:

SNWA	Project Coordinator	_____	_____	_____
		Print or type full name	Signature	Date
	Project Manager	_____	_____	_____
		Print or type full name	Signature	Date
	Traveler	_____	_____	_____
		Print or type full name	Signature	Date

NOTE: Travel Authorization must be processed and approved in accordance with the provisions delineated in the SNWA Travel Policy.

EXHIBIT C

LIST OF ALL CMAR AND SUBCONTRACTOR TEAM MEMBERS

Team member names, salaries, and hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives, executive assistants, financial accounting personnel, facility-equipment-IT maintenance personnel, taxes, contributions, assessments, sick leave, medical and other benefits, holidays, vacations, bonuses and pensions.

CMAR TEAM MEMBERS				
	NAME	CLASSIFICATION	RATE	UNIT
1	Tom Paul	Project Executive	\$130.95	Salary/Per Hour
2	David Fagerstrom	Project Director	\$117.62	Salary/Per Hour
3	Corey Maxfield	Construction Manager	\$117.62	Salary/Per Hour
4	Andrew Carreon	Superintendent	\$101.68	Salary/Per Hour
5	Tom Auay-Fuay	Preconstruction Manager	\$102.38	Salary/Per Hour
6	TBD	Lead Estimator	\$100.48	Salary/Per Hour
7	TBD	Discipline Estimator	\$77.62	Salary/Per Hour
8	TBD	Project Engineer	\$77.62	Salary/Per Hour
9	Raghu Gondi	Digital Delivery	\$103.81	Salary/Per Hour
10	Maria Contrada	Procurement Manager	\$62.86	Salary/Per Hour
11	Joe Cannella	Project Controls	\$86.63	Salary/Per Hour
12	Bob Mitchell	Technical Expert	\$110.95	Salary/Per Hour
13	Lindsey Rafter	Commissioning Manager	\$78.57	Salary/Per Hour
14	Jonathan Hunt	Scheduling Manager	\$111.43	Salary/Per Hour
15	David Knochenhauer	Scheduler	\$70.48	Salary/Per Hour
16	TBD	Administrative Assistant	\$30.95	Salary/Per Hour
17	Luke Tallant	Safety Engineer	\$69.29	Salary/Per Hour
18	Boz Van Dyun	Quality Manager	\$79.43	Salary/Per Hour
19	TBD	Intern	\$27.14	Salary/Per Hour

The Fully loaded salary includes the salary plus the actual cost of all employee benefits and taxes including unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the CMAR's or Subcontractor's standard personnel policy, insofar as such costs are paid to employees of the CMAR or Subcontractor.

MWH CONSTRUCTORS, INC.

Name:

Date:

Title:

EXHIBIT D
DISPUTE REVIEW BOARD PROCEDURES

Part 1 - General

1.1 SUMMARY

- A.** These Dispute Review Board Procedures ("Procedures") specify the terms and conditions governing the establishment and maintenance of a Disputes Review Board ("DRB" or "Board"), including procedures for submitting and pursuing Disputes.
- B.** The DRB is an advisory body whose principal objective is to make non-binding recommendations to the Parties in the event a Dispute is submitted to the Board. The recommendations from the DRB, and all documents presented to the Board shall not be admissible as evidence in any subsequent arbitration or litigation.
- C.** A Disputes Review Board Agreement is appended to these Procedures, which specifies the relationship among the Parties and the DRB members. The provisions of these Procedures take precedence over any conflicting language contained in the Disputes Review Board Agreement.

1.2 FORMATION OF THE DRB AND QUALIFICATIONS OF MEMBERS

- A.** The DRB shall consist of three (3) members who meet the experience and other requirements stated below. The members shall be jointly selected by the Parties, with each Party submitting to the other a list of at least five (5) desirable candidates. After reviewing the lists, the Parties shall develop a consensus on the constitution of the Board and which candidate is best capable of serving as Chairperson.
- B.** All DRB members shall be neutrals and shall not be advocates for either Party. Each shall have the integrity and the perception of neutrality appropriate to serve as a DRB member.
- C.** The DRB members shall have substantial experience (technical or managerial) in a senior capacity in the construction industry, with substantial experience in ozone generation systems, the interpretation of construction contract documents and the analysis and resolution of construction issues. It is desirable that each DRB member have demonstrated experience in construction manager at risk contracting on major public infrastructure projects, and in particular on ozone generation systems.
- D.** The Chairperson shall have administrative and dispute resolution experience and the ability to facilitate the DRB's proceedings. It is also desirable for the Chairperson to have substantial experience in construction disputes resolution, adjudication or arbitration, the interpretation of construction contract documents, and the analysis and resolution of construction claims.
- E.** The avoidance of an actual or perceived conflict of interest and/or bias is deemed central to the effectiveness of the DRB. Consequently, the following prohibitions apply to any individual being proposed as a member.
 - 1.** No member shall have a financial interest in the Project or in the outcome of any Dispute decided hereunder, except for the right to receive payment for serving on the DRB.
 - 2.** No member shall have ever been previously employed (or have his/her employer employed) by the Owner or the CMAR within two (2) years prior to the Effective Date (except for fee-based

consulting services or other dispute resolution board services on other projects which are disclosed to all parties), nor shall any member have any financial ties to any Party.

3. No member shall have had substantial prior involvement in the Project or relationship with any Party of a nature which would be grounds for disqualification of a judge, or which could otherwise compromise his/her ability to impartially resolve Disputes.
4. No member shall accept employment with the Owner or the CMAR during the term hereof and for so long thereafter as any obligations remain outstanding under the Contract Documents, except as a member of other disputes boards.
5. No member shall discuss employment with the Owner or the CMAR, or any consultants working on the Project, during the term hereof and for so long thereafter as any obligations remain outstanding under the Contract Documents.
6. No member shall currently have or have had a close professional or personal relationship with a key member of any Party that may suggest a conflict of interest and/or bias in the judgment of the Owner or the CMAR.

The preceding prohibitions: (a) shall not be construed to prevent a member from providing services as a DRB member, arbitrator or mediator relating to a Party or Project participant; and (b) shall be construed as being applicable to affiliates and other related entities of the CMAR, as well as to the Project participants set forth in Paragraph G below.

- F. The Owner and the CMAR shall develop a list of subcontractors, suppliers, consultants and others who are likely to be involved in the Project. Prospective DRB members shall review the list to ensure that their employment on this Project as a DRB member would not violate the prohibitions set forth in Paragraph F above or otherwise create the appearance of a conflict of interest and/or bias.
- G. Before their appointments are final, prospective members shall submit complete disclosure statements for the approval of both the Owner and the CMAR. Each statement shall include a resume of experience, together with a declaration describing all past, present and anticipated or planned future relationships to the Project and with those on the list set forth in Paragraph F above.

1.3 SELECTION OF DRB MEMBERS AND CONSTITUTION OF THE DRB

- A. Each Party shall solicit and receive information from prospective DRB candidates and, within four (4) weeks after the Effective Date, provide its list of candidates and such information to the other Party. The Parties shall have two (2) weeks to review such information and then jointly agree upon the constitution of the Panel. If the Parties are unable to develop a complete Panel after the first round of submissions and discussions, they shall repeat the process until a Panel is assembled.
- B. Within fourteen (14) Days of completion of the selection process above, the Disputes Review Board Agreement attached to this Section shall be executed among the three DRB members, the Owner and the CMAR. This agreement sets forth the terms and conditions which apply to the services to be provided by the members and, if the composition of the Board changes, shall be amended to reflect such changes. The DRB shall be deemed constituted once the Disputes Review Board Agreement is fully executed by all signatories.

1.4 TERM AND TERMINATION

- A.** Each DRB member shall be appointed for the term of the Project. The services of a DRB member may be terminated without cause only by mutual agreement of the Parties. In such event, written notice of the termination, signed by both Parties, will be provided to the DRB members, and the termination will be effective upon the date the notice is signed by both Parties.
- B.** The services of a DRB member may be terminated for cause only as follows:
 - 1.** The Owner or the CMAR may seek removal of a DRB member for unambiguous bias or other improper conduct.
 - 2.** If a Party becomes aware of a conflict of interest for any DRB member, it may, by written notice copied to the other Party and all DRB members, request that the DRB member with a conflict remedy or remove the conflict. If the conflict is not remedied or removed within twenty-one (21) Days of the notice, then the Party may seek to terminate the DRB member.
- C.** Any Party seeking to remove a DRB member for cause shall first confer with the other Party to determine if the other Party agrees with the termination. If there is failure to reach agreement, then the Party seeking the removal shall have the right to proceed to a court of competent jurisdiction to effect the termination.

1.5 RESPONSIBILITY OF THE DRB

- A.** DRB members will refrain from giving any advice or consultation to either Party with respect to this Project. They will refrain from expressing opinions or making statements on matters which are disputed or on which there may be a potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential.
- B.** The DRB shall comply with the terms of the Project and enforce such terms based on appropriate legal precedent. Board members shall not supplant or otherwise interfere with the respective rights, authorities, duties and obligations of the Parties as defined in the Contract Documents. In making its recommendations, the Board shall not make a recommendation that ignores, disregards, or undermines the intention, requirements, or allocation of risk, established by the Contract Documents. The DRB shall not have the authority to consider any disputes relating to the negotiation of a price between the Owner and the CMAR for any work.
- C.** All matters discussed with the DRB, during meetings, hearings or otherwise, shall be maintained as confidential and Board members shall not publicly comment on or discuss the Project issues or Disputes brought before the DRB.

1.6 RULES OF OPERATION

- A.** The DRB, including both meetings and Dispute Hearings, shall be operated in accordance with Rules of Operation recommended by the DRB and approved by the Parties. Meeting procedures shall be designed and implemented to make the DRB meetings informal, efficient, and expeditious. The Rules of Operation shall be developed by the DRB and submitted to the Parties for review no later than forty-five (45) Days in advance of the first proposed meeting of the DRB. It is expected that the Parties will provide comments, if any, to the proposed Rules of Operation

to enable them to be resubmitted by the DRB and approved by the Parties prior to the first meeting.

- B.** The Rules of Operation shall comply with the provisions set forth in Sections 1.7 through 1.9 below.

1.7 DRB MEETINGS

- A.** The DRB shall visit the Project site and meet with representatives of the Parties at periodic intervals, with the expectation that meetings will take place quarterly or as otherwise agreed-upon by the Parties and the DRB.
- B.** Each meeting shall consist of an informal discussion followed by a field observation of the work in progress. The discussion and field observation shall be attended by personnel of the Owner and the CMAR.
- C.** The agenda and minutes of the meetings shall be developed and maintained by CMAR's representatives, for distribution to the Board members promptly before and after the meetings.

1.8 DISPUTE RESOLUTION PROCESS

- A.** Referral of Dispute to the DRB
 - 1.** A Dispute may be referred to the DRB for the DRB's recommendation by either Party. Prior to referring the Dispute to the DRB, the aggrieved Party shall notify the other Party in writing of its intent to do so, and in the fourteen (14) Days that follow such notice, the Parties shall endeavor to resolve the Dispute. If the Dispute is not resolved, the aggrieved Party may submit the Dispute to the Chairperson, with copies to the other Board members and the other Party.
 - 2.** Unless the Parties agree to the contrary, the DRB will only be empowered to consider, during the Dispute Hearing and in its recommendation, issues of entitlement. The Parties shall not present any information or argument concerning quantum, financial damages or costs, and the DRB recommendation shall only identify whether the DRB believes that the Party is entitled to the relief being sought.
 - 3.** The Dispute referral shall concisely define the nature and specifics of the Dispute that is before the DRB and the relief sought.
- B.** Submission of Position Statements and Supporting Documents
 - 1.** Unless otherwise agreed to by the Parties, each Party shall submit a statement of its position and the supporting documents, attachments, and exhibits listed below ("Position Statement") to the DRB and simultaneously deliver a duplicate copy of the Position Statement to the other Party. The Position Statements shall consist of:
 - a)** A concise written statement setting forth in detail the nature of, and factual and legal basis for, a Party's position on the Dispute and all remedies sought, referencing all documents that establish each element of its claim, and referencing and explaining all applicable Contract provisions and Contract Documents;

- b) A copy of requested change orders, notices of Claim and responses to such, along with all attachments;
 - c) Any expert's report(s) or expert analysis; and
 - d) Relevant supporting documents, including copies of referenced documents, correspondence, meeting minutes, submittals, referenced excerpts from the Contract Documents, other referenced standards and requirements.
 - 2. The timing, distribution requirements and other procedural issues associated with the submission of Position Statements and supporting documentation shall be established by the DRB and communicated to the Parties.
- C. Pre-Hearing Processes and Scheduling of Dispute Hearing**
- 1. Either Party may request and the DRB may of its own accord schedule a pre-meeting telephone conference to address the administration of a Dispute Hearing. The telephone conference may address, at the discretion of the DRB, the planned length of the Dispute Hearing, the anticipated witnesses, exhibits, exchange of information, and any other subject relating to the efficient and thorough presentation of the Dispute to the DRB.
 - 2. Within three (3) weeks of the submission of a Dispute referral, the DRB shall notify the Parties of the date or dates set for the Dispute Hearing. It is expected that this hearing shall take place within ninety (90) Days of the DRB's receipt of the Dispute referral, unless otherwise agreed by the Parties or unless the submission processes and exchanges of information would, in the interests of justice, require otherwise.
- D. Dispute Hearing**
- 1. The Dispute Hearing shall be conducted by the DRB in accordance with the Rules of Operation, supplemented by the following. Generally, the DRB shall allow the Parties to present their positions on the Dispute, with the Party that initiated the hearing presenting first, and the DRB asking such questions of the Parties as it deems appropriate.
 - 2. The DRB may schedule continuations of the Dispute Hearing from time-to-time. No further submissions or evidence on the Dispute shall be accepted from either Party after the conclusion of the Dispute Hearing, unless expressly requested by the DRB.
 - 3. The Parties are free to have in attendance the Project staff and their named expert (if any). At the discretion of the Board, attorneys may be allowed to make presentations on discrete issues if the attorney is deemed the most appropriate individual to make such presentation.
- E. DRB Findings and Recommendations**
- 1. After the Dispute Hearing is concluded, the DRB shall meet to formulate its findings and recommendations for resolution of the Dispute ("Findings and Recommendations"). All DRB deliberations shall be conducted in private and shall be confidential.
 - 2. The DRB shall base its Findings and Recommendations on the Contract Documents' provisions and on the facts and circumstances of the Dispute. The Findings and

Recommendations shall include findings of fact, conclusions on those issues which the DRB determines are material, and a statement of the DRB's recommendations on how the Dispute should be resolved.

3. The DRB shall make a concerted effort to reach a unanimous recommendation, but may issue its Findings and Recommendations on a majority of two. The recommendations of the majority shall be the recommendations of the DRB. The Findings and Recommendations shall be signed by all DRB Members. A dissenting member shall clearly indicate the fact of his/her dissent on the Findings and Recommendations, and shall provide a clearly identified separate "Dissenting Opinion" to be attached to such document, which shall be included with distribution of the Findings and Recommendations.
4. The DRB shall issue its Findings and Recommendations to the Parties within thirty (30) Days after the conclusion of the Dispute Hearing, or as otherwise determined by the DRB and agreed to by the Parties.

F. Clarifications and Notices of Disagreement

1. Either Party may request clarification of Findings and Recommendations within seven (7) Days after issuance of such document. The DRB shall provide written clarification to the Parties within seven (7) Days of receiving the request for clarification.
2. Within ten (10) Days after the issuance of the Findings and Recommendations, each Party shall notify the other in writing whether it disagrees with the recommendations. If a notice of clarification has been issued, the time for such notification shall be seven (7) Days after the DRB's issuance of the clarification.

- G.** A Party's failure to comply with the DRB's Rules of Operation and the requirements in these Procedures, including but not limited to the requirements to produce documents hereunder, may be considered by the DRB in making its Findings and Recommendations.

1.9 INFORMAL OPINIONS

- A.** By mutual agreement of the Parties with respect to any given issue, the DRB may be called upon to act in an advisory capacity to assist in resolution of issues, Claims or Disputes prior to a formal presentation to the DRB. In such case, an informal submission no longer than two (2) written pages shall be submitted to the DRB by each Party. To the extent possible the Parties will submit agreed-to questions for the DRB to answer as part of the informal submissions.
- B.** Once submission by an advisory process is agreed to, either Party may request an opportunity to give an oral presentation to the DRB, and the DRB itself may request an oral presentation by the Parties. Oral presentations shall take place during a regularly scheduled meeting of the DRB. Unless a time limit for oral presentations is agreed to by the Parties, the DRB shall establish a time limit for oral presentations. The DRB will present its oral advisory recommendation by the conclusion of the DRB meeting. The Parties and the DRB are not bound in any way by any advisory recommendation, and the same matter may later be heard anew as a formal submission. The Parties agree that advisory recommendations shall not be admissible in any subsequent Dispute procedure, or any other administrative or judicial proceeding for any reason and agree not to offer or move for admission of any advisory recommendation.

1.10 COMPENSATION

- A.** Each Party shall bear its respective in-house costs and costs of providing those DRB-related services for which such responsibility has been allocated herein.
- B.** The cost of the DRB's services in accordance with and as set forth in the Disputes Review Board Agreement shall be borne equally between Owner and CMAR. Each DRB member shall submit its invoice to CMAR, and CMAR shall process and pay such invoices in accordance with the Disputes Review Board Agreement.

Part 2 – Products (Not Used)

Part 3 – Execution (Not Used)

End of Section

DISPUTE REVIEW BOARD AGREEMENT

This Disputes Review Board Agreement ("Agreement") is made and entered into this ____ day of _____, 202_, by among the Southern Nevada Water Authority ("Owner"); _____, ("CMAR"); and _____, _____, and _____ (collectively the "DRB Board"), with reference to the following facts:

A. The Owner and the CMAR have entered into a construction manager at risk contract for the Ozone Equipment Upgrade, Project No. 3128S (the "Project") with an effective date of _____, 202_ ("Contract").

B. The Contract Documents provide for the establishment and operation of a Disputes Review Board ("DRB" or "Board") to assist in resolving all Disputes in connection with the Contract Documents.

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

1. Establishment of Board

- a) The Board shall begin operation upon execution of this Agreement by Owner, CMAR, and all three Board Members, and shall terminate upon completion of all work required to be performed by the Board hereunder unless sooner terminated in accordance with this Agreement or applicable law.
- b) Each member of the Board represents, warrants and covenants on his/her behalf that he/she:
 - 1) Does not have a financial interest in the Project or in the outcome of any Dispute decided hereunder, except for the right to receive payment for serving on the DRB.
 - 2) Has not been previously employed (or have his/her employer employed) by Owner or CMAR within two (2) years prior to the Effective Date (except for fee-based consulting or dispute review board services on other projects which are disclosed to all Parties), and has no financial ties to any Party.
 - 3) Has not had substantial prior involvement in the Project or relationship with any Party of a nature which would be grounds for disqualification of a judge, or which could otherwise compromise his/her ability to impartially resolve Disputes.
 - 4) Has not and will not accept employment with the Owner or the CMAR during the term hereof and for so long thereafter as any obligations remain outstanding under the Contract Documents, except as a member of other disputes boards.
 - 5) Shall not discuss employment with Owner or CMAR, or any consultants working on the Project, during the term hereof and for so long thereafter as any obligations remain outstanding under the Contract Documents.
 - 6) Shall not currently have or have had a close professional or personal relationship with a key member of any Party that may suggest a conflict of interest and/or bias in the judgment of the Owner or the CMAR.

The preceding prohibitions: (a) shall not be construed to prevent a member from providing services as a DRB member, arbitrator or mediator relating to a Party or project participant; and (b) shall be construed as

being applicable to affiliates and other related entities of CMAR, as well as to the Project participants disclosed by the Parties pursuant to Paragraph 1.2 F of Exhibit D to the Owner-CMAR Pre-construction Services Agreement.

2. Board Organization and Responsibilities

- a) The Board is an advisory body created to assist in the resolution of disputes between the Owner and the CMAR. The Board is intended to fairly and impartially consider disputes brought to it, provide special dispute resolution expertise, and to furnish non-binding findings and recommendations to the Parties to assist in the resolution of the differences between them. DRB members shall perform the services necessary to participate in the Board's actions in accordance with this Agreement and the Contract. The DRB shall not have the authority to consider any disputes relating to the negotiation of a price between the Owner and the CMAR for any work.
- b) Board members shall visit the Site periodically during the term of this Agreement to keep abreast of construction activities and to develop a familiarity with the work in progress, or as may be deemed desirable or necessary in the consideration of any claim or dispute. Representatives of Owner and CMAR shall have the right to accompany the Board on any such visit.
- c) All Board Members are to act independently in the consideration of facts and conditions surrounding any dispute. Seeking the Board Members' advice or consultation, *ex parte*, is expressly prohibited.
- d) Board Members may withdraw from the Board upon delivery of written notice of withdrawal to Owner, CMAR, and the other Board Members, which notice shall specify a withdrawal date at least twenty-eight (28) Days following the date of delivery of the notice. In addition, a member may be terminated by Owner or CMAR in accordance with Exhibit D to the Owner-CMAR Pre-construction Services Agreement. Should the need arise to appoint a replacement Board Member, the replacement member shall be appointed in the same manner as provided by the Contract for appointment of the original member. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement and shall be completed within twenty-eight (28) Days thereafter. The change in Board membership shall be evidenced by the new member's signature on this Agreement.
- e) The personal services of each Board Member are a condition to receiving payment hereunder. No Board Member shall assign any of his or her work pursuant to this Agreement without the prior written consent of both Owner and CMAR.
- f) Each Board Member, in the performance of his or her duties on the Board, is acting as an independent CMAR and not as an employee of either Owner or CMAR. No Board Member will be entitled to any employee benefits.

3. Hearings and Decisions

- a) Each Dispute shall be heard by the Board as provided in Exhibit D to the Owner-CMAR Pre-construction Services Agreement.

- b) The Board shall establish Rules of Operation consistent with Exhibit D to the Owner-CMAR Pre-construction Services Agreement, which rules shall include the right to establish or to waive evidentiary rules and procedures.

4. Provision of Documents to Board

- a) Owner shall furnish to each Board member one copy of all Contract Documents and any other documents pertinent to the performance of the Work and necessary to the Board's work.
- b) CMAR, with assistance of Owner, shall furnish to each Board member one copy of all documents it has, other than those furnished by Owner, which are pertinent to the performance of the Board.

5. Expenses and Fees

- a) Payment for services rendered by Board Members shall be at the rates agreed upon in Exhibit 1, attached hereto and made a part hereof. Changes in the billing rates are subject to agreement between Owner, CMAR and the Board Member.
- b) Payment for expenses associated with travel to and from Las Vegas shall be in accordance with the rates shown in Exhibit 2, attached hereto and made a part hereof. These expenses may include, but are not limited to, lodging, ground transportation, airfare, lodging, and parking. Expenses for printing, long distance telephone, postage and courier services shall be reimbursed at the actual cost to the Board Member.
- c) Invoices for payment for work completed shall be submitted to CMAR no more often than once per month. Such invoices shall be in a format approved by Owner and accompanied by a general description of activities performed during this period. The value of work accomplished for payment shall be established from the billing rate and hours expended by the Board Member together with expenses. Billings for expenses shall include an itemized listing supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data.
- d) After indicating approval thereon, CMAR shall submit invoices of the Board Members for review and approval by Owner. After approval, CMAR shall pay the invoices, with CMAR being reimbursed for Owner's proportionate share of such payments in accordance with the Contract Documents.
- e) Each Board Member shall keep available for inspection, for a period of five (5) years after final payment, the cost records and accounts pertaining to this Agreement.

6. Term

This Agreement shall commence upon execution hereof by Owner, CMAR, and all Board Members. The Parties anticipate that the Board shall continue to operate on a regular basis until Final Acceptance, or for such longer period as may be necessary in order to complete the review of disputes submitted to the Board prior to the Final Acceptance Date. The foregoing is subject to the right of Owner and CMAR to terminate the services of Board members as specified herein.

7. Miscellaneous

- a) The Parties intend for Exhibit D to the Owner-CMAR Pre-construction Services Agreement and the terms of this Agreement to be complementary. In the event of any conflict between this Agreement and Exhibit D to the Owner-CMAR Pre-construction Services Agreement, Exhibit D to the Owner-CMAR Pre-construction Services Agreement shall control.
- b) Defined terms shall, unless stated herein the contrary, have the meanings ascribed to them in the Owner-CMAR Pre-construction Services Agreement.
- c) Notices hereunder shall be sent as provided in the Contract Documents. The addresses for the Disputes Board members are set forth on the signature pages hereto.
- d) This Agreement shall be governed by and construed in accordance with the law of the State of Nevada.

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

Board Member:

Board Member:

 [Name]
 [Title]
 [Address]
 [Email]
 [Phone]
 [Fax]

Board Member:

 [Name]
 [Title]
 [Address]
 [Email]
 [Phone]
 [Fax]

 [Name]
 [Title]
 [Address]
 [Email]
 [Phone]
 [Fax]

[CMAR Member Name]

Southern Nevada Water Authority

 [Name]
 [Title]
 [Address]
 [Email]
 [Phone]
 [Fax]

 Peter J. Jauch
 Director of Engineering
 P.O. Box 99956
 Las Vegas, NV 89193-9956
 Email: peter.jauch@snwa.com
 Phone: 702-862-3401
 Fax: 702-862-3433

**EXHIBIT D-1
HOURLY RATES FOR DRB MEMBERS**

Board Member

Hourly Fee

<hr/>	<hr/>
<hr/>	<hr/>
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EXHIBIT D-2
TRAVEL POLICY FOR DRB MEMBERS

DRB Members shall adhere to the following requirements for the Project. As economic conditions may warrant, the allowances set forth below may be modified with the approval of the Board Member and Owner.

1. Lodging. Lodging costs will be limited to \$100.00 per night (exclusive of taxes), regardless of the actual rate paid, upon presentation of an original hotel receipt which shows the name of the traveler, dates of occupancy and the daily rate paid.
2. Per Diem. Per diem is based upon four (4) quarters per day. The per diem is \$50.00 per day. Each quarter of the day while in travel status will be reimbursed at the rate of \$12.50 per quarter. The quarters of the day are as follows:

Midnight to 6:00 A.M.

6:00 A.M. to Noon

Noon to 6:00 P.M.

6:00 P.M. to Midnight

Travel begins whenever the traveler leaves home or his place of business to start the trip, whichever is the last to occur. Travel must extend into the next quarter at least ten (10) minutes in order to be paid for the quarter. Per diem is paid for the traveler's food, tips, telephone calls, and other miscellaneous expenses. There is no need to submit receipts for these costs, as the reimbursement is a flat rate.

3. Air Travel. All air travel will be arranged to take advantage of best rates compatible with meeting Project demands. In no event will reimbursement be made for more than coach class rate, or the most economical carrier available.
4. Rental Vehicles. Rental vehicles should be the most economical to meet the Project need. They should not exceed compact class unless a Project-related need exists and advance approval of Owner is obtained.
5. Parking and Ground Transportation. Board Members will be reimbursed their actual costs of parking and ground transportation expenses.

EXHIBIT E
AGREEMENT FOR SUBMISSION TO ARBITRATION

A dispute ("Dispute") has arisen _____ ("Owner") and _____ ("CMAR"). The Dispute arises out of and is governed by the Owner-CMAR Pre-construction Services Agreement between Owner and CMAR (singularly a "Party" or collectively the "Parties"), dated _____ (the "Pre-Construction Agreement"). The Pre-construction Agreement contains a dispute resolution provision requiring binding arbitration of all disputes. In accordance with the Pre-construction Agreement, the Parties agree as follows:

1. Selection of Arbitrator. Pursuant to Section 29(c)(iii) of the Pre-Construction Agreement, the Parties have selected _____ as the arbitrator.

2. Location of the Arbitration. The arbitration will be conducted in Clark County, Nevada, or such other location as the Parties may agree.

3. Service of Communications. All notices related to the arbitration will be served upon the Parties in accordance with Section 36 of the Pre-construction Agreement. After selection of the Arbitrator, all papers, documents, and written communications will be served by the Parties directly upon each other and the Arbitrator simultaneously.

4. Time Limits and Schedules. The proceedings will be conducted in an expeditious manner and, to the extent possible, with a view to having the final award rendered within six months after the selection of the Arbitrator. The Arbitrator may impose time limits it considers reasonable on each phase of the proceeding, including without limitation the time allotted to each Party for presentation of its case and for rebuttal.

5. Preliminary Hearing. Within 20 days after the selection of the Arbitrator, an initial meeting among the Arbitrator and counsel for the Parties shall be held for the purpose of preparing a plan for the management of the arbitration. The management plan will be memorialized in an appropriate order ("Management Order"). The Management Order may address any appropriate subject, including but not necessarily limited to the following:

- a. Specification of the issues to be decided;
- b. Filing of detailed statements of claim and defense and prehearing and other memoranda;
- c. Timetable for the conduct of the arbitration;
- d. The scope, timing and types of discovery;
- e. Exchange of documents and other evidence related to the claims and defenses;
- f. Inspection of premises or other subjects of the Dispute;
- g. Schedule and location of hearings;
- h. Authentication of documents and other evidence;
- i. The extent to which expert testimony will be required, utilization of neutral experts, and efficient management of expert witnesses; and
- j. Any other matters that promote the efficient, expeditious and cost-effective management of the proceeding.

6. Discovery. The Arbitrator shall permit and facilitate such discovery as he determines to be appropriate, taking into account the needs of the Parties and the desirability of making discovery expeditious and cost-effective. Each Party will provide Initial Disclosures as described by the Nevada Rules of Civil Procedure Rule 26. Each Party will produce a privilege log designating documents withheld from discovery. Further discovery may include, upon a showing of a substantial, demonstrated need, oral depositions, the exchange of expert reports, and expert depositions. The Arbitrator may issue orders to protect the confidentiality of trade secrets and other confidential or proprietary information disclosed in discovery.

7. Fact Discovery. After consultation with the Parties, the Arbitrator shall establish a period not longer than 90 days (the "Fact Discovery Period") during which all factual discovery shall be conducted. If oral depositions are permitted by the Arbitrator, the fact witness depositions will be conducted in Las

Vegas at each Party's own expense. The Parties will exchange a list of deponents within 10 days of the Panel's issuance of the Management Order.

8. Expert Discovery. If expert witnesses and depositions are permitted by the Arbitrator, within three business days following completion of the 90-day Fact Discovery Period, and after consultation with the Parties, the Arbitrator shall establish a period not longer than 60 days during which all expert reports shall be produced and exchanged and all expert depositions conducted. For purposes of this paragraph, "Expert" means any individual retained by the Parties specifically to testify at the Arbitration.

9. Neutral Experts. Whenever expert testimony is required, the Arbitrator shall freely use his power to designate a neutral expert or experts in consultation with the Parties and shall explore with the Parties whether the retention of one or more neutral experts may obviate the need for expert testimony proffered by the Parties. If the Arbitrator retains one or more neutral experts, the cost of the neutral expert(s) shall be borne equally by the Parties.

10. Non-Dispositive Motions. The Arbitrator shall resolve any disputes regarding discovery and other non-dispositive issues upon motion. The moving Party shall file a motion only after conferring in good faith with the other Party. The Arbitrator will determine the briefing schedule and the length of briefs for non-dispositive motions.

11. Dispositive Motions. Dispositive motions will be decided by the Arbitrator according to the following procedures:

- a. The movant must first submit a letter not exceeding three pages explaining the merits and showing how the motion will expedite and narrow the scope of the Arbitration. The other Party will have five business days to respond.
- b. The Arbitrator will decide whether to proceed with more comprehensive briefing and argument on the proposed motion.
- c. If the Arbitrator decides to hear the motion, briefing will be allowed limited to an opening brief of 20 pages, a response not exceeding 20 pages, and a reply not exceeding 10 pages.
- d. The Parties agree that service of any pleading or motion may be effectuated by email. Response time will begin after the date of service.

12. Governing Law. The Arbitrator shall decide the Dispute pursuant to the substantive law of the State of Nevada. Except as stated in this Arbitration Agreement, the arbitration will be governed by the Nevada Uniform Arbitration Act of 2000; the Federal Arbitration Act shall not be used in accordance with this Arbitration Agreement. Discovery and other procedural matters may generally follow the Nevada Rules of Civil Procedure; provided, however, that the Parties will be free to agree upon, and the Arbitrator will be free to prescribe such discovery and other procedures as shall facilitate the fair, impartial and expeditious completion of the arbitration and strict compliance with the Nevada Rules of Civil Procedure will not be required.

13. Prehearing Submissions. Except as set forth in the Management Order, at least fourteen calendar days before the Arbitration Hearing, the Parties shall file with the Arbitrator and serve and exchange (1) a list of the witnesses they intend to call, including any experts; (2) a short description of the anticipated testimony of each such witness and an estimate of the length of the witness' direct testimony; (3) any written expert reports that may be introduced at the Arbitration Hearing; and (4) a list of all exhibits intended to be used at the Hearing. The Parties shall exchange with each other a copy of any such exhibits to the extent that it has not been previously exchanged. The Parties shall pre-mark exhibits and shall attempt to resolve any disputes regarding the admissibility of exhibits prior to the Hearing.

The Arbitrator may require that each Party submit concise written statements of position, including summaries of the facts and evidence a Party intends to present, discussion of the applicable law and the basis for the requested Award or denial of relief sought. The statements, which may be in the form of a letter, shall be filed with the Arbitrator and served upon the other Parties at least seven calendar days before the Hearing date. Rebuttal statements or other pre-Hearing written submissions may be permitted or required at the discretion of the Arbitrator.

14. Evidentiary Proceedings. Evidentiary hearings will be conducted with reference to the Nevada Rules of Evidence; provided, however, that the Arbitrator will have broad discretion in the admission and consideration of evidence and no evidentiary ruling of the Arbitrator may constitute grounds for setting aside the arbitration award. The Arbitrator will actively manage the proceeding as it deems best in order to make it fair, expeditious, economical and less burdensome and adversarial than litigation. The Arbitrator may limit the presentation time allotted to each Party and it may exclude testimony and other evidence that it deems irrelevant, cumulative or inadmissible.

15. Transcripts. There shall be a stenographic transcript of the evidentiary proceedings the cost of which will be borne equally by the Parties.

16. Interest, Attorney's Fees, Costs, and Exemplary Damages. The Arbitrator may grant pre-award and post-award interest as prescribed by the Pre-construction Agreement or, if the Pre-construction Agreement is silent, at the Nevada statutory rate. The Arbitrator may also award all or part of a Party's reasonable attorney's fees, professional fees, and costs expended, including the reimbursement of costs spent on the arbitration, including but not limited to the cost of the arbitrator, neutral expert(s) (if any), Party experts, transcripts, and hearing location, taking into account the final result of the arbitration, the conduct of the Parties and their counsel during the course of the arbitration, and other factors that the Arbitrator may deem to be relevant. The Arbitrator may not award exemplary or punitive damages except as provided by Nevada law and upon a showing by clear and convincing evidence that the offending conduct was committed deliberately with the subjective intent of causing substantial and irreparable harm.

17. Award. Unless otherwise agreed by the Parties, the Arbitrator will prepare a reasoned award within 30 days of the close of the arbitration.

18. Time of the Essence. The Parties agree that time is of the essence and that they shall complete the discovery and hearing of the Dispute as expeditiously as possible.

19. Disclosure and Declaration of Neutrality. The Parties will require that the Arbitrator make a reasonable effort to learn and disclose to the Parties in writing: (a) all business or professional relationships the Arbitrator and or the Arbitrator's firms have had with the Parties, including all instances in which the Arbitrator served as an attorney for any Party or adverse to any Party; (b) any financial interest the Arbitrator has in any Party; (c) any significant social, business or professional relationship the Arbitrator has had with an officer of a Party or with an individual representing a Party in the arbitration; and (d) any other circumstances that may create doubt regarding the Arbitrator's impartiality in the arbitration. To the extent such disclosures indicate the inability of the Arbitrator to act impartially, such Arbitrator shall be excused. The Arbitrator will also declare his neutrality before the hearing by execution of a form provided by the Parties.

20. Communication with the Arbitrator. There shall be no ex parte communications related to this Arbitration between the Parties and the Arbitrator at any time after execution of this Arbitration Agreement.

21. Expenses. All reasonable expenses of the Arbitration, including the expenses of the Arbitrator, shall be borne as follows: 50% of such costs shall be paid by Owner and 50% shall be paid by CMAR, except as awarded in accordance with Section 16 of this Arbitration Agreement.

22. Entire Agreement. This Agreement constitutes the entire agreement of the Parties as to the subject matter hereof and supersedes all previous oral or written agreements between the Parties as to the subject matter.

[INSERT OWNER'S NAME]

[INSERT CMAR'S NAME]

By: [INSERT SIGNOR'S NAME]
Its: [INSERT TITLE]
Date: [INSERT DATE]

By: [INSERT SIGNOR'S NAME]
Its: [INSERT TITLE]
Date: [INSERT DATE]

EXHIBIT F

OWNER-CMAR PRE-CONSTRUCTION SERVICES AGREEMENT SCOPE OF WORK

The scope of the Contractor's pre-construction Services is preliminarily expected to include, but is not limited to, the following:

Staff and Administrative Management

- Coordinate and schedule staff and resources to perform the Work in an efficient manner to help maintain progress and project schedule.
- Track progress of scheduled Work and prepare monthly reports for the Owner to status progress and spending. These monthly reports should be detailed to an individual subtask level in a format satisfactory to the Owner.
- Prepare detailed monthly invoicing to the Owner, in a format satisfactory to the Owner, representing labor hours charged by each staff member on each subtask identified in the monthly report, associated expenses, and other costs allowed in the Owner-CMAR Pre-Construction Services Agreement.

Design Coordination:

- Attend two project kickoff meetings with the Owner, Engineer and Owner's Representative(s) to discuss roles, responsibilities, communication, and coordination. It is anticipated that multiple construction packages will be prepared on a separate and staggered schedule. Each package will have its own kickoff meeting.
- Participate in project coordination meetings on a monthly or more frequent basis which will include collaborative discussions with the Owner, Engineer, and Owner's Representatives. During the first two months of the pre-construction Services, more frequent meetings are expected to be necessary to expedite progress of the design.
- Participate in predesign efforts associated with determination of design and construction activities that will impact the design and construction sequence including utilities, project staging site considerations, and other tasks as requested by Owner.
- Provide constructability review of each construction package at approximately the 30 percent design level and/or as requested by Owner. Provide input on potential cost savings, schedule savings, value added items, quality improvements and safety improvements. Identify both cost and schedule impacts based on constructability or value engineering options. Develop conceptual drawings and sketches to outline constructability ideas and narrative to describe the proposed change. Meet with Owner, Engineer, and Owner's Representatives in a review workshop which will be used to discuss items and set a path forward for design. Multiple construction packages may be issued, requiring a similar review for each.
- Review 90 percent engineering drawings and provide written comments regarding minor constructability issues and unclear or ambiguous items. Note, this is not meant to be a full "value engineering" review that would significantly impact the design schedule.
- Attend 90 percent review workshop to discuss and adjudicate comments and issues that may affect the Work. Multiple construction packages may be issued, requiring a similar review for each.
- Assume attendance at up to two design workshops for each design package to coordinate with Owner, Engineer, and Owner's Representatives as the design progresses. These workshops are in addition to the constructability and 90 percent review workshops previously identified.
- Issue a written report documenting Contractor's opinion regarding the constructability of construction package.
- Work with the Owner, Engineer, and Owner's Representatives in open dialog as the design

proceeds to answer questions and coordinate ideas for the betterment of the project (by telephone or face-to-face meetings as deemed necessary).

- Coordinate with Owner, Engineer, and Owner's Representatives to identify early packages that may be developed during the design phase to expedite the overall Work of the Project. A cost estimate for these early Work packages shall be developed by the Contractor prior to bidding any of the packages.

Procurement Coordination:

- Should early procurement of equipment and materials be determined necessary, coordinate with the Owner, Engineer, and Owner's Representatives to identify the scope and limit of the items, determine specific requirements and potential sources and/or vendors, and if requested by the Owner, procure the materials and equipment. Purchase requirements for any early procurement shall be enumerated in a Work Authorization, in the format prescribed by the Owner and acknowledged by the CMAR.

Construction Management Coordination:

- Work with Owner, Engineer, and Owner's Representatives to identify and coordinate construction needs for temporary site utilities, access, office facilities, storage, and laydown areas.
- Prepare and develop the required construction Work packages, procurement process, and subcontracting plan including solicitation, procurement and execution procedures. In the subcontracting plan, identify the Work that the Contractor will self-perform, which must be no less than 25% of the Work measured on a dollar value basis. During design, compliance with this self-performance threshold will be determined by dividing the estimated value of the Contractor's own furnished and installed labor, equipment, and materials by the Opinion of Probable Construction Cost, as adjusted by updated cost estimates.
- Coordinate with the Owner, Engineer, and Owner's Representatives in the Contractor's development of a proposed schedule of values for construction Work items.
- Coordinate with the Owner regarding the level of detail for the schedule to be developed for construction. (See schedule items below.)
- Participate with the Owner, Engineer and Owner's Representatives in delivery coordination and construction details related to supply of major equipment. Technical details with suppliers are anticipated to be coordinated primarily by the Owner and Engineer.
- Major agency approvals and project permitting are being coordinated by the Owner. Support the Owner with construction details that may be needed.
- Coordinate with Owner to develop list of construction-specific permits that may be needed such as construction storm water pollution prevention plan(s), temporary discharge control plans, fuel storage, explosives storage, etc.

Cost and Schedule:

- During design, develop a master critical path construction schedule that identifies critical tasks, decisions and milestones dates. Review the schedule with the Owner and Owner's Representative and revise to address their comments. Update the schedule periodically during design to keep current with the existing and planned Work. By the time construction is ready to begin, the schedule should have evolved into a detailed critical path construction schedule which will be used to manage the construction.
- Develop a detailed Work Breakdown Structure ("WBS"), inclusive of all project components, to be used by the CMAR, Engineer and Owner as a guide toward structuring their respective schedules and estimates, thus ensuring a compatible format among all estimates for comparing bid items, quantities and unit rates.

- Attend an initial cost estimating workshop with the Owner and Owner's Representatives to present the proposed WBS and establish the baseline criteria for cost estimating, including mobilization, mark-ups, contractor's overhead and profit assumptions, etc. Engineer will perform an independent cost estimate at the 30 percent, 60 percent and 100 percent design stages for the Owner's consideration that will not be shared with the Contractor until after the Contractor submits its own cost estimate in order to provide better confidence in the expected actual cost for each construction package.
- Develop a baseline construction cost estimate using a "bottom-up" estimating technique and identifying costs by trade, labor, and expenses. An estimate shall be prepared by the Contractor at the 30 percent, 60 percent and 100 percent design stages for each of the multiple construction packages. Detailed estimates broken down by trades, labor, and expenses shall be submitted for the Owner's consideration.
- Attend a cost evaluation workshop to discuss and reconcile Contractor's cost estimate with the Engineer's and Owner's cost estimate at each of the 30 percent, 60 percent and 100 percent interim design packages for each of the multiple construction packages. The desired result at the conclusion of this joint reconciliation effort is to produce a cost estimate that is considered by all parties to be reasonable as a basis for comparison to the Owner's budget and for negotiation of contract pricing.
- Work with the Owner, Engineer and Owner's Representatives to develop cost estimates for any value engineering proposals developed during design and submit to the Owner for consideration with the proposal. No value engineering efforts are intended to be applied during construction, although they are not precluded.

Risk Management:

- Work together with the Owner, Engineer and Owner's Representatives to develop and periodically update a risk management plan. The plan shall include a risk register that identifies the risks, severity, probability of occurrence, scoring and ranking. The plan shall be updated to maintain a current list of mitigation measures, with updated scoring consistent with latest intended risk mitigation measures.
- Review the Owner's Geotechnical Data.

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

July 20, 2023

Subject:

Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors award a contract for on-call repair, maintenance and construction services to MMC, Inc., in the amount of \$2,500,000, authorize a change order contingency amount not to exceed \$250,000, and authorize the General Manager to sign the construction agreement and up to four renewals.

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:

Commitment No. 010638 (2244S), SNWA Miscellaneous On-Call Services (Contract), is for on-call services to include labor, supervision and materials that are necessary to perform scheduled and unscheduled repairs, maintenance and construction of various civil works and mechanical installations throughout Authority facilities.

Sealed bids were received and publicly opened on May 25, 2023. A tabulation of the bids received is listed below:

MMC, Inc.	\$369,000
Rafael Construction, Inc.	\$410,500

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

The bid submittals consist of three separate line items associated with the performance of the work and are used for bidding purposes only to determine the low responsive and responsible bidder. The individual proposal amounts do not represent the per term expenditures for this award. Each award term and renewal is based upon an amount of \$2,500,000 plus a contingency amount not to exceed \$250,000, with no limit set on the duration of each term and no scheduled contract dates. The Contract may be renewed at the Authority's sole discretion for four additional terms. Work to be performed under this Contract will be defined in multiple task orders, each requiring General Manager, or designee, approval and will be based upon approved budget and available funds, regardless of total bid price.

This agreement is being entered into pursuant to NRS 338.1389 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:JLB:MB:am

Attachments: Disclosure, Agreement

AGENDA
ITEM #

12

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: 100.00

Corporate/Business Entity Name: MMC, Inc.

Doing Business As:

Street Address: 6600 Amelia Earhart Ct. Suite B

City, State, and Zip Code: Las Vegas, Nevada 89119

Website: www.nclasvegas.com/MMC

Contact Name: Lane Waite

Contact Email: lwaite@nclasvegas.com

Telephone No: (702) 642-3332

Fax No: (702) 642-9876

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?

Number of Board members/Officers?

Number of Owners? **2.00**

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Greg J. Paulk	President	74.00
Brady W. Stevens	Secretary/ Treasurer	11.50

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

- A. 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**
- B. 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**

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

Category A/B	Business Owner/Principal Name	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

Business Entity Authorized Signature:

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

Signer Name: Mark UrbanStephanie Lujan
Signer Title: Vice PresidentContract Admin
Signer Email: murban@nclasvegas.comslujan@nclasvegas.com
Signed Date: 6/7/2023
E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

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

N – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

N – 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.

Corsey, Andrea
Signature

Corsey, Andrea
Purchasing Analyst
Print Name/Title

6/7/2023
Date

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Southern Nevada Water Authority, hereinafter referred to as Owner, and MMC, Inc.

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

In exchange for the mutual promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner has awarded to Contractor the Contract for:

Title: SNWA MISCELLANEOUS ON-CALL SERVICES

Project No: 2244S

Commitment No: 010638

Public Works Project Identifying Number: CL-2023-199

2. Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
4. Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
 - a. Addenda
 - b. General Requirements
 - c. Supplementary Conditions
 - d. General Conditions
 - e. Agreement
 - f. Drawings
 - g. Technical Specifications
 - h. Permits
 - i. Bidder Statement of Authority to Submit Bid Form and accompanying Documents, including without limitation, Affidavit Pertaining to Preference Eligibility
 - j. Bid Form

- k. Bonds
- l. Instructions to Bidders
- m. Invitation to Bid and Legal Notice
- n. Notice of Award
- o. Final Notice to Proceed

6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF:

CONTRACTOR'S NAME

MMC, Inc.

By:

Signatory Empowered to Bind Contractor

Type or Print Name

Official Title

SOUTHERN NEVADA WATER AUTHORITY

By:

John J. Entsminger
General Manager

Approved as to Form:



Laura Ellen Browning, Esq.

Attorney for Southern Nevada Water Authority

END OF DOCUMENT

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 20, 2023

Subject:

Water Efficient Technologies Program Updates

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve an increase to the maximum incentive issued for Water Efficient Technologies projects associated with consumptive water use reduction for evaporative cooling conversions from \$45 to \$70 per 1,000 gallons of water saved annually, ratify the rebate incentive for wet-to-dry cooling from \$950 to \$1,500 per ton converted, and remove the \$500,000 annual cap for all evaporative cooling projects that fall under the Water Efficient Technologies program.

Fiscal Impact:

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

Background:

Given the water resource challenges facing the community and the necessity of prioritizing consumptive water use reductions, the Water Efficient Technologies (WET) program incentivizes non-residential customers to invest in equipment, site improvements, control systems, and other projects that improve water efficiency. Approximately 10 percent of Southern Nevada's annual consumptive use is related to evaporative cooling, and conversions of such systems are a priority. However, some of these investments, such as converting facilities from cooling towers to air-cooled HVAC systems, require millions of dollars to implement and have not yielded the desired conversion levels.

On July 21, 2022, the Board of Directors approved an increase to the annual cap of the WET program rebate to offset up to \$500,000, or 50 percent, of the total project cost. On January 19, 2023, the program was updated again to supplement wet-to-dry cooling conversions with an additional \$550 per ton of cooling conversions through the Clark County Recovery Grant, which increased the rebate incentive from \$950 to \$1,500 per ton. Despite these updates, the WET program's overall impact on large-scale evaporative cooling conversions remains minimal, reducing the incentive's effectiveness of targeting some of the biggest consumptive water users.

To increase the WET program's effectiveness, staff recommends that the incentive for WET projects associated with evaporative cooling be updated in the following ways:

- Increase the incentive for consumptive water use reduction for evaporative cooling conversions from \$45 to \$70 per 1,000 gallons of water saved annually.
- Make permanent the rebate incentive for wet-to-dry cooling from \$950 to \$1,500 per ton, which is currently being supplemented by Clark County Recovery Grant funds.
- Remove the annual cap of \$500,000 per WET project to target larger projects.

In all cases, the total rebate incentive will continue to be capped at 50 percent of the total project cost.

If approved, this program modification will enable the Authority to better incentivize large-scale evaporative cooling conversions, potentially resulting in significant consumptive water savings. Per existing policy, issuance of incentives is subject to budget availability.

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

JJE:CNP:ZLM:MAB:PLW:db:nh

Attachments: None

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

July 20, 2023

Subject:

Septic Conversion Program

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve guidelines for the Authority's voluntary Septic Conversion Program, including authorization for the General Manager, or its designee, to execute agreements and ministerial documents, and issue reimbursements consistent with such guidelines.

Fiscal Impact:

Funds requested for current year expenditures are available in the Authority's Operating Budget and under previously awarded federal grant funding. Funds for future years will be budgeted and combined with an annual voluntary fee, as authorized by Assembly Bill 220.

Background:

As drought conditions continue to plague the Colorado River system and federal drought declarations reduce water supply availability, the community must maximize water efficiencies and extend resources, when possible. In Southern Nevada, nearly 8,000 properties are receiving Colorado River water through a municipal water connection but discharging wastewater into an onsite septic tank. When wastewater is discharged into a septic tank instead of being returned to Lake Mead via sanitary sewer, water that was used indoors can never be used again, unlike customers connected to a sanitary sewer. In addition to water resource implications, septic systems continue to pose threats to the groundwater aquifer with increased nitrate levels.

In June, Governor Lombardo approved Assembly Bill 220 to bolster water conservation efforts in Southern Nevada. The bill authorizes the Southern Nevada Health District (SNHD) to create a voluntary septic conversion program that will cover 100 percent of conversion costs for residential septic users. The bill also authorizes the SNHD to establish a voluntary fee to support the program, which prospective participants must pay to access program benefits.

Concurrently, the Authority has received funding from the federal government to begin converting septic property owners to the municipal sewer while the SNHD establishes its program. The Authority is proposing the attached guidelines for establishing a new septic conversion program to support voluntary septic conversion projects. The Authority's use of these federal grants requires the funding to be used by specific deadlines and meet various regulatory requirements and procurement standards.

To provide support for septic owners ready to convert, and to maximize water savings, the proposed guidelines will allow residential, commercial, government/public, and well users to receive reimbursement for 85 percent of their conversion costs, up to a \$40,000 benefit. These guidelines will allow for voluntary conversions to be funded prior to the launch of the SNHD septic conversion program.

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

JJE:CNP:AMB:KH:RE
Attachments: Guidelines

AGENDA
ITEM #

14

Septic System Conversion Program Financial Assistance Guidelines

July 2023

Financial Assistance Guidelines

Septic System Conversion Program

Table of Contents

I.	Introduction.....	3
II.	Availability of Assistance	3
III.	Types of Assistance	4
	A. Fully Funded Septic Conversions	
	B. Partially Funded Septic Conversions	
	C. Groundwater Management Plan (GMP) Funded Septic Conversions	
IV.	Required Agreements.....	8
V.	Capital Improvement Options.....	8
VI.	Disbursement of Financial Assistance	8
VII.	Interpretation and Application	9
VIII.	Access	9

Financial Assistance Guidelines

Septic System Conversion Program

I. Introduction

In Southern Nevada, wastewater is conveyed by two means: via residential and commercial septic systems or via a municipal wastewater system. When wastewater is conveyed via a municipal wastewater system, it is discharged to a wastewater treatment plant where it is highly treated and returned to Lake Mead for return-flow credits. When wastewater is conveyed to a septic tank, it is not recycled as part of Southern Nevada's community-wide water reuse process. Moreover, waste that is discharged to the soil through a septic system's leach field may contain high levels of nitrate – a regulated contaminant under the Safe Drinking Water Act – which may contaminate groundwater as it is released into the soil.

Assembly Bill 220, which was approved by Governor Lombardo in June 2023, set forth a number of conservation-related initiatives, including authorizing the Southern Nevada Health District (SNHD) to create a voluntary septic conversion program for municipal water customers with an existing septic tank to voluntarily convert to the sewer system and authorizes the SNHD to establish a voluntary fee to support the program.

In addition, the Southern Nevada Water Authority (SNWA) - in partnership with local wastewater agencies - will administer a separate Septic System Conversion Program which will allow qualified parcels to receive financial assistance for voluntarily abandoning their existing septic system and connecting to a municipal sewage system.

Through the implementation of a septic system conversion program, the SNWA and its regional partners will seek to achieve three main goals:

- Enhanced protection of groundwater aquifers in Southern Nevada
- Increase reuse and return flow credits for the Las Vegas Valley
- Offset the financial burden to parcel owners who voluntarily connect to the sewer system

The SNWA has secured its own funding to support a septic conversion program to begin laying the foundation for long term water savings for those properties who elect to convert to municipal sewer.

II. Availability of Assistance

The SNWA's Septic System Conversion Program will provide financial assistance through three distinct pathways to help eligible septic system owners offset the costs for the abandonment of their septic system and connection to a municipal sewer system. The SNWA will be responsible for implementing and managing its financial assistance program, which will be subject to available funding as determined by the SNWA and its regional partners. Sources of funding for the program may include, but are not limited to:

- The voluntary septic fee collected by the Southern Nevada Health District as prescribed in AB220 (“SNHD fee”). Administration of these fees will require a separate agreement between SNWA and SNHD.
- The annual groundwater management fee collected by the SNWA’s Groundwater Management Program.
- Contributions from the Southern Nevada Water Authority or regional partners, including the Clark County Water Reclamation District, and the cities of Henderson, Las Vegas and North Las Vegas.
- Any grant monies available through the State of Nevada or various federal agencies.
- Any other grants or program funds made available, where appropriate.

In the event that the requests for financial assistance exceed funding availability, priority will be determined by project partners and based on considerations such as properties at the most risk for groundwater contamination, those with the lowest conversion costs, or clusters of conversions that can achieve cost efficiencies.

III. Types of Assistance

The Septic System Conversion Program provides three pathways for providing assistance to parcel owners interested in abandoning their septic systems to connect to municipal sewer: Fully Funded Septic Conversions, Partially Funded Septic Conversions, and GMP Funded Septic Conversions. Each pathway includes unique eligibility requirements and funding sources, and these varied options are designed to increase voluntary participation and maximize conversions.

A. Fully Funded Septic Conversions

Overview

This pathway is intended for participants who elect to participate through a fully funded program, which will be funded by the SHND fee and federal/state grant dollars. Funding within this pathway is expected to be extremely limited and administered in the most efficient way of applying the SNHD fee or federal/state funding to directly address immediate water quality concerns.

The federal funding sources initially supporting these conversions require SNWA to pursue and report on proposed goals for both total water savings and overall number of connections achieved. Due to funding limitations, the wait time for conversions under this fully funded option are expected to be significant, and projects within a cost-effective distance from the existing sewer main will be prioritized.

Eligibility

To be considered for financial assistance under this pathway, septic system owners must meet the following criteria:

- Be the property owner of a parcel that contains a residential dwelling unit, commercial business, or public/government building, as recorded by the Clark County Assessor’s Office, presently discharging wastewater to a permitted septic system and receiving

Colorado River water from an SNWA purveyor member. Vacant parcels will not be eligible for financial assistance.

- Be current on the payment of dues for the SHND's voluntary septic conversion fee, if funding is available and managed through this program.

Eligible Costs

100 percent of eligible sewer conversion costs will be covered through this pathway and paid directly to SNWA-managed contractors. Eligible costs may include:

- Construction costs, including like-for-like landscape replacement
- Main extension construction costs
- Engineering/Design fees
- Application fees
- Service fees
- Connection fees
- Oversizing fees
- Inspection fees
- Plan review fees
- Frontage extension fees
- Easement and relinquishment filing fees

Ineligible Costs

- Property improvements above and beyond like-for-like replacement of landscaping required as part of the sewer connection.

Eligible Service Size

Eligible service size for connection will be determined by the wastewater agency.

Multiple Parcels

The Septic System Conversion Program recognizes that there are many cost efficiencies gained from connecting multiple parcels in close proximity to the municipal wastewater system. When possible, the SNWA and regional wastewater entities will attempt to bundle connections to maximize limited resources.

Method for Assistance Payments

All conversion work under this pathway will be completed by SNWA-managed contractors who will receive payment for eligible expenses directly from the Agency.

B. Partially Funded Septic Conversions

Overview

In order to address funding limitations and anticipated long lead-times associated with the Fully Funded Septic Conversions, the Partially Funded Septic Conversion pathway provides an alternative assistance option for residential, commercial, and government septic users willing to pay a portion of conversion costs. This option is designed to maximize the number of septic-to-sewer conversions and increase the overall capacity of the program.

Eligibility

To be considered for financial assistance under this pathway, septic system owners must meet the following criteria:

- Be the property owner of a parcel that contains a residential dwelling unit, commercial business, or public/government building, as recorded by the Clark County Assessor's Office, presently discharging wastewater to a permitted septic system and receiving Colorado River water from an SNWA purveyor member. Vacant parcels will not be eligible for financial assistance.
- Agree to cover all conversion-related costs in excess of the approved assistance amount, which is equal to 85% of eligible project costs with a maximum benefit of \$40,000.

Eligible Costs

85 percent of eligible sewer conversion costs, up to a maximum benefit of \$40,000, will be covered through this pathway and paid to property owners on a reimbursement basis. Eligible costs may include:

- Construction costs, including like-for-like landscape replacement
- Engineering/Design fees
- Application fees
- Service fees
- Connection fees
- Oversizing fees
- Inspection fees
- Plan review fees
- Main extension fee
- Frontage extension fees
- Easement and relinquishment filing fees

Ineligible Costs

- Property improvements above and beyond like-for-like replacement of landscaping required as part of the sewer connection.

Eligible Service Size

Eligible service size for connection will be determined by the wastewater agency.

Multiple Parcels

The Septic System Conversion Program recognizes that there are many cost efficiencies gained from connecting multiple parcels in close proximity to the municipal wastewater system. When possible, the SNWA and regional wastewater entities will attempt to bundle connections to maximize limited resources.

C. Groundwater Management Plan (GMP) Funded Septic Conversions

Overview

The SNWA's Groundwater Management Program's (GMP) Well Conversion Program has successfully converted more than 500 wells in Southern Nevada to municipal supplies, thereby

supporting regional resource protection efforts and complementing the goals of the Septic System Conversion Program. Building onto this program, a portion of the GMP's groundwater management fee will be made available on an annual basis to support septic to sewer conversions for well users currently utilizing septic systems that wish to connect to municipal sewer.

Eligibility

To be considered for financial assistance under this pathway, septic system owners must meet the following criteria:

- Be the property owner of a parcel that contains a residential dwelling unit, commercial business, or public/government building, as recorded by the Clark County Assessor's Office, presently discharging wastewater to a permitted septic system and currently receiving water from an active, permitted well. Vacant parcels will not be eligible for financial assistance.
- Be current on SNWA's annual groundwater management program fee.

Eligible Costs

85 percent of eligible sewer conversion costs, up to a maximum benefit of \$40,000, will be covered through this pathway and paid to property owners on a reimbursement basis. Eligible costs may include:

- Construction costs, including like-for-like landscape replacement
- Engineering/Design fees
- Application fees
- Service fees
- Connection fees
- Oversizing fees
- Inspection fees
- Plan review fees
- Main extension fee
- Frontage extension fees
- Easement and relinquishment filing fees

Ineligible Costs

- Property improvements above and beyond like-for-like replacement of landscaping required as part of the sewer connection.

Eligible Service Size

Eligible service size for connection will be determined by the wastewater agency.

Multiple Parcels

The Septic System Conversion Program recognizes that there are many cost efficiencies gained from connecting multiple parcels in close proximity to the municipal wastewater system. When possible, the SNWA and regional wastewater entities will attempt to bundle connections (ie: community wells) to maximize limited resources.

Method for Assistance Payments

Parcel owners are required to solicit three bids for conversion construction work from qualified contractors and submit to SNWA for approval prior to beginning construction. Construction work started prior to written SNWA approval or by a contractor other than the SNWA-approved contractor will be ineligible for assistance payments. SNWA will provide assistance payments directly to the parcel owner upon completion and inspection of the project.

IV. Required Agreements

Prior to being approved for the septic conversion program under any of the above pathways, applicants for the program must agree to abandon their septic system and connect to a municipal sewage system. The property owner must sign the appropriate easement, application for financial assistance, and other agreements required by SNWA, applicable wastewater entity and if a well conversion is required, the appropriate water purveyor. Approval of any financial assistance under the Septic System Conversion Program shall be contingent on the delivery of complete and properly signed documents from the applicant, sewer agency, and other parties as necessary.

V. Funding Priorities

All financial assistance under these guidelines is subject to available funding as determined by the SNWA and its regional partners. In the event funding is not available, financial assistance will not be provided.

These priorities notwithstanding, financial assistance for any municipal wastewater connection will be at the discretion of the SNWA. In determining whether a potential connection receives assistance, the SNWA may consider a multitude of factors including, but not limited to, age, condition and location of a septic system.

VI. Disbursement of Financial Assistance

If a wastewater agency or a SNWA master contractor performs the construction, the capital improvement costs, fees, and charges will be reimbursed directly to the agency or SNWA master contractor.

If a septic system owner hires a private contractor, arrangements will be made among the septic system owner, private contractor, and SNWA for reimbursement of the applicable assistance amounts. The SNWA will not provide progress payments on work performed by a septic user's private contractor.

In addition, before any money is reimbursed to the customer required to use the services of a private contractor, proof of work completion must be provided to the SNWA by an agent of the local wastewater agency. Work conducted on improvements that will become part of the wastewater agency's wastewater system, maintained by the wastewater agency, shall not be considered complete until inspected and approved by the local wastewater agency.

VII. Interpretation and Application

Implementation of the Financial Assistance Guidelines are the responsibility of the SNWA

Program Administrator. Inquiries from well users who have questions about the Septic System Conversion Program should be directed accordingly to the SNWA. The SNWA General Manager will have the power of discretion in the interpretation, application, and waiver of these guidelines. This discretion shall be exercised based on reasonable judgment and with full documentation, which will accomplish the intent of the guidelines and support the protection of the Las Vegas Valley groundwater aquifer and/or the extension of the community's water supply. Any actions taken by the SNWA General Manager under this item will be documented for the benefit of the SNWA Board of Directors.

VIII. Access

The property owner must abandon the septic system within six months of sewer connection and allow access to wastewater agency or designated party for verification of abandonment. Failure to allow access to abandon the septic system that meets the criteria set forth by the Southern Nevada Health District's guidelines will require repayment to the Program of all awarded grant monies and a lien will be placed on the property.

In instances where a well conversion was also completed, failure to allow access to the well for plugging and abandonment after award of financial assistance will require repayment to the Program of all awarded grant monies and to comply with any water purveyor requirements such as installation of a backflow device, etc. The well owner is responsible for obtaining legal standing for the use of groundwater from the Office of the State Engineer.

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

July 20, 2023

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.