

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

Roll Call / Conformance to Open Meeting Law.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Announcement of actions taken to conform to the Open Meeting Law will be reported at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

Comments from the public. (Comments can be made in person or by remote technology. However, no action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

For Possible Action: Approval of minutes of the June 8, 2021 meeting.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Approval of the minutes will be recommended at the meeting.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

The minutes of the June 8, 2021 meeting is enclosed for your review.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:30 p.m. on Tuesday, June 8, 2021 at the Grant Sawyer office building, 555 E. Washington Ave, Room 1100, Las Vegas, Nevada, 89101.

COMMISSIONERS IN ATTENDANCE

Chairwoman
Vice Chairwoman
Commissioner

Puoy K. Premsrirut
Kara J. Kelley
Dan H. Stewart

COMMISSIONERS PRESENT VIA VIDEOCONFERENCE

Commissioner
Commissioner

Justin Jones
Allen J. Puliz

COMMISSIONERS NOT PRESENT

Commissioner
Commissioner

Marilyn Kirkpatrick
Cody Winterton

DEPUTY ATTORNEY GENERAL

Special Counsel, Attorney General

Christine Guerci

COMMISSION STAFF IN ATTENDANCE

Executive Director
Senior Assistant Director
Chief of Finance and Administration
Assistant Director, Hydropower
Assistant Director, Engineering and Operations
Assistant Director, Energy Information Systems
Hydropower Program Manager
Natural Resource Analyst
Senior Energy Accountant
System Coordinator
Office Manager
Administrative Assistant IV
Administrative Assistant IV

Eric Witkoski
Sara Price
Douglas N. Beatty
Gail Bates
Robert Reese
Kaleb Hall
Craig Pyper
Warren Turkett, Ph.D.
Gail L. Benton
Chris Smith
Gina L. Goodman
Kathryn Aguilar
Kira Bakke

OTHERS PRESENT; REPRESENTING

College of Southern Nevada
Mesa Associates, Inc.
Mesa Associates, Inc.
Mesa Associates, Inc.
Overton Power District No. 5
Self

Tina Dobbs
Reggie Headrick
Kelvin Walker
Gary Brownfield
MeLisa Garcia
Gary Brodt

**COLORADO RIVER COMMISSION
OF NEVADA
MEETING OF JUNE 8, 2021**

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**COLORADO RIVER COMMISSION
OF NEVADA
MEETING OF JUNE 8, 2021**

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrut at 1:34 pm.

A. Conformance to Open Meeting Law.

Executive Director Eric Witkoski confirmed that the meeting was posted in compliance with the Open Meeting Law.

B. Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

Chairwoman Premsrut asked if there were any comments from the public. There were none.

C. For Possible Action: Approval of minutes of the April 13, 2021 meeting.

Commissioner Stewart moved for approval of the minutes. The motion was seconded by Vice Chairwoman Kelley and approved by unanimous vote.

D. For Possible Action: Consideration of and possible action to approve a four-year Contract No. ES-21-01 in the amount of \$860,000 for Engineering Services between Mesa Associates, Inc., and the Colorado River Commission of Nevada (Commission).

Assistant Director, Engineering and Operations Robert Reese presented.

A. Background on Operations

The Colorado River Commission of Nevada (Commission) owns, operates, and maintains seventeen high voltage substations staffed by seven Commission employees in the Commission's Power Delivery Project Group (PDP). In addition, the Commission is responsible for the operation and maintenance of ten substations that are owned by the Southern Nevada Water Authority (SNWA) and three owned by the Clark County Water Reclamation District. The Commission's staff includes an in-house electrical engineer to provide engineering support for the system. As a result, Commission Staff is capable of performing many routine engineering support functions. However, the Commission occasionally requires further engineering support for its operation and maintenance functions and to assist with the preparation of designs of ongoing and future projects for the agencies it serves. The areas of expertise required periodically include civil engineering for foundation, grading and structural design; communication engineering for assistance with the Commission's fiber optic and microwave radio communication system; and system studies. On a less frequent basis, the Commission requires expertise in environmental engineering and structural engineering for minor projects and problems.

B. Request for Proposals for Engineering Firms

Commission Staff began the process of recruiting qualified engineering firms through a Request for Proposals (RFP) process in March of 2021. The RFP for engineering services was posted in the Las Vegas Review Journal, Reno Gazette Journal, on the Commission website and on NevadaEPro beginning on March 1, 2021. In addition to being posted, it was also sent to 38 vendors directly via email. Deadline for submissions ended at 1:59 p.m. on April 26, 2021. The Commission received a total of eight submissions. The evaluation period took place from May 3, 2021 – May 7, 2021.

C. Agreement for Consideration

The agreement for Commission's consideration is with the firm Mesa Associates, Inc. The firm is a multi-discipline engineering company with expertise in all areas that may be required by the Commission's operation and maintenance function and for construction projects. The agreement proposed will retain the services of Mesa Associates, Inc. for an initial contract term of four years, anticipated to begin subject to Board of Examiners approval. Work under the agreement will be authorized by Commission Staff, as needed through the development and execution of written task authorizations. The total combined value of task authorizations under this agreement shall not exceed \$860,000 over the term of the contract.

Staff recommended approval of a four-year contract in the amount of \$860,000 for Engineering Services between Mesa Associates, Inc., and the Commission and to authorize the Executive Director to sign it on behalf of the Commission.

Commissioner Stewart asked about the differences between this contract and the contract to be discussed in Item E.

Mr. Reese explained that there was an advantage to securing contracts with multiple vendors in order to facilitate various requests and projects from the Commission's own contractors in a timely and efficient manner. The contracts are "enabling contracts" and require the Commission's contractors to request support, without which the contract remains dormant until expiration.

Chairwoman Premsrirut asked whether the scope of work delineated in Exhibit A of Contract No. ES-21-01 would encompass all the operations and maintenance needs of the Commission's substations.

Mr. Reese confirmed the scope of work ensures the contract will cover any anticipated needs of the Commission and their contractors.

Chairwoman Premsrirut congratulated Mr. Reese and Staff for a thorough Requests for Proposal (RFP) process.

Vice Chairwoman Kelley moved for approval of a four-year Contract No. ES-21-01 in the amount of \$860,000 for Engineering Services between Mesa Associates, Inc., and the Colorado River Commission of Nevada. The motion was seconded by Commissioner Puliz and approved by unanimous vote.

E. ***For Possible Action:*** Consideration of and possible action to approve a four-year Contract No. ES-21-02 in the amount of \$860,000 for Engineering Services between Quanta Utility Engineering Services, Inc., and the Colorado River Commission of Nevada (Commission).

At the request of Staff, Item E was withdrawn.

F. ***For Information Only. Status Update on 2021 Legislative Session and related Budget.***

Executive Director Eric Witkoski updated the Commission on Senate Bill 448, enrolled and delivered to the Governor on June 2, 2021. The bill relates to renewable energy infrastructure, the passage of which created the Regional Transmission Coordination Task Force, of which the Commission will have a representative.

The meeting of the Board of Examiners (BOE) took place the morning of June 8, 2021, during which the contract between the Commission and Moss Adams, Inc. was approved.

G. ***For Information Only: Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.***

Special Counsel Christine Guerri presented an update on pending legal matters involving the Commission.

On April 28, 2021, the Ninth Circuit issued its opinion on *Navajo Nation vs. U.S. Department of the Interior*. The court reversed the dismissal of the Navajo Nation's breach of trust claim and remanded for further proceedings. It did not decide whether the Nation's reserved water rights extend to the mainstream of the Colorado River or any other specific water sources, but the opinion includes assertions about the federal defendants' trust responsibility and the Navajo Reservation.

The federal defendants and the interveners have until July 29, 2021 to decide if they desire to file a motion for rehearing.

H. *For Information Only:* Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, the drought contingency plan, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.

Dr. Warren Turkett, Natural Resource Analyst, gave a status update on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, and other developments on the Colorado River.

- Summary of Lake Powell, Lake Mead, and Nevada Water Supply
- Precipitation and Temperature
- Upper Basin Snowpack Accumulation
- Water Use in Southern Nevada
- Unregulated Inflow, Current and Projected Reservoir Status
- Overview of Cloud Seeding in the Colorado River Basin

A copy of the report is attached and made a part of the minutes. (See Attachment A.)

Commissioner Puliz thanked Dr. Turkett for the explanation of cloud seeding in the Colorado River Basin.

Commissioner Stewart asked about long-term weather forecasting for precipitation to mitigate the current drought, particularly the cyclical El Niño Southern Oscillation in the Pacific Ocean.

Dr. Turkett answered that there were no real ways to forecast into a distant future besides utilizing existing historical data to extrapolate trends. Additionally, he explained that El Niño/La Niña largely effect the California coast rather than the Upper Colorado River Basin.

Senior Assistant Director Sara Price answered that although the hydrology of the region is not trending positively, collaboration between the Colorado River Basin states has resulted in viable results that are likely to continue into the future.

Commissioner Stewart thanked Dr. Turkett and Ms. Price for their answers.

Vice Chairwoman Kelley stressed the need for government entities to educate the public on water conservation and related environmental concerns, asking if Staff could provide, on the official Commission website, a guide to both the terms and concepts typically used when discussing water conservation, a basic overview of drought conditions in Southern Nevada and the Colorado River Basin, as well as references to other entities who are also involved in water conservation and related issues.

Chairwoman Premsrirut agreed with Vice Chairwoman Kelley, adding that the Commission should be proactive in spreading the knowledge of water conservation, current usage levels, and any forecasted changes to water issues involving the region.

I. Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

Chairwoman Premsrirut asked if there were any other comments or questions from the from the public.

Mr. Gary Brodt, a member of the public, commented that the Southern Nevada Water Authority's (SNWA) regulations have assisted in the level of water conservation in the Southern Nevada area. Mr. Brodt then asked whether the Commission had any authority with the U.S. Department of the Interior for management of the Colorado River.

Senior Assistant Director Sara Price stated that the Colorado River system is heavily regulated, and the Commission is involved with and bound by different contracts with the Department of the Interior and the Secretary of the Interior, but works closely with them on issues related to the Colorado River.

J. Comments and questions from the Commission members.

Chairwoman Premsrirut asked if there were any other comments or questions from the from Commission members. There were none.

K. Selection of the next possible meeting date.

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, July 13, 2021 at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada.


L. Adjournment.

The meeting was adjourned at 2:23 pm.

Eric Witkoski, Executive Director

APPROVED:

Puoy K. Premsrirut, Chairwoman



Colorado River Commission of Nevada

Hydrology and Water Use Update

Warren Turkett

June 8, 2021

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Summary

Lake Powell

- Water Year 2021¹ is one of the driest in recorded history.
- Unregulated inflow for water year 2021 is forecasted at 31% of average.
- Upper Basin cumulative precipitation is 73% of the seasonal average.

Lake Mead

- Lake Mead is forecasted to decrease about 8 feet in elevation by the end of calendar year 2021.
- Reclamation models are indicating that in August there will be a federally declared shortage under the 2007 Guidelines for the Lower Basin.

Nevada Water Supply

- Southern Nevada has about 9 years of water supply banked. ²
- In 2020, Southern Nevada used 44,432 af less than our annual allocation.**

Storage	Elevation (f)	% Capacity	Change since last year
Lake Mead	1,073.5	36%	-17.7 ft
Lake Powell	3,560.6	34%	-44.6 ft

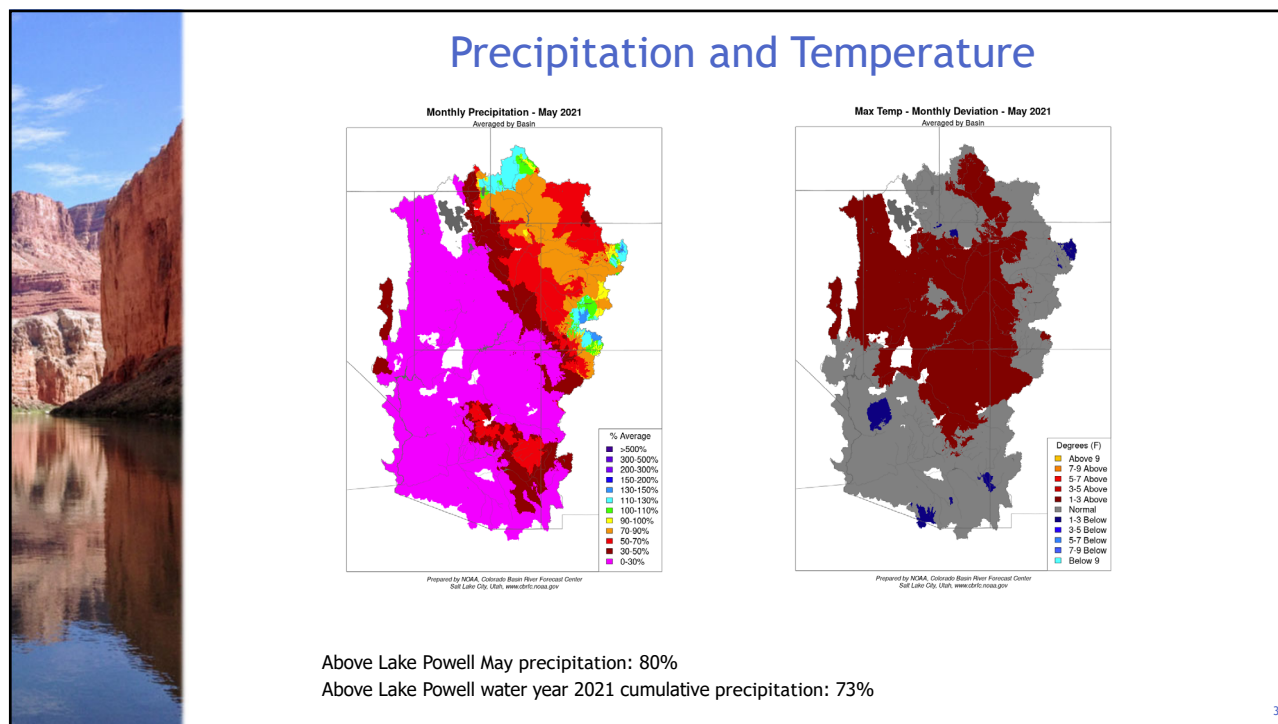
Data retrieved June 1, 2021

¹ Water year is defined as October through September.

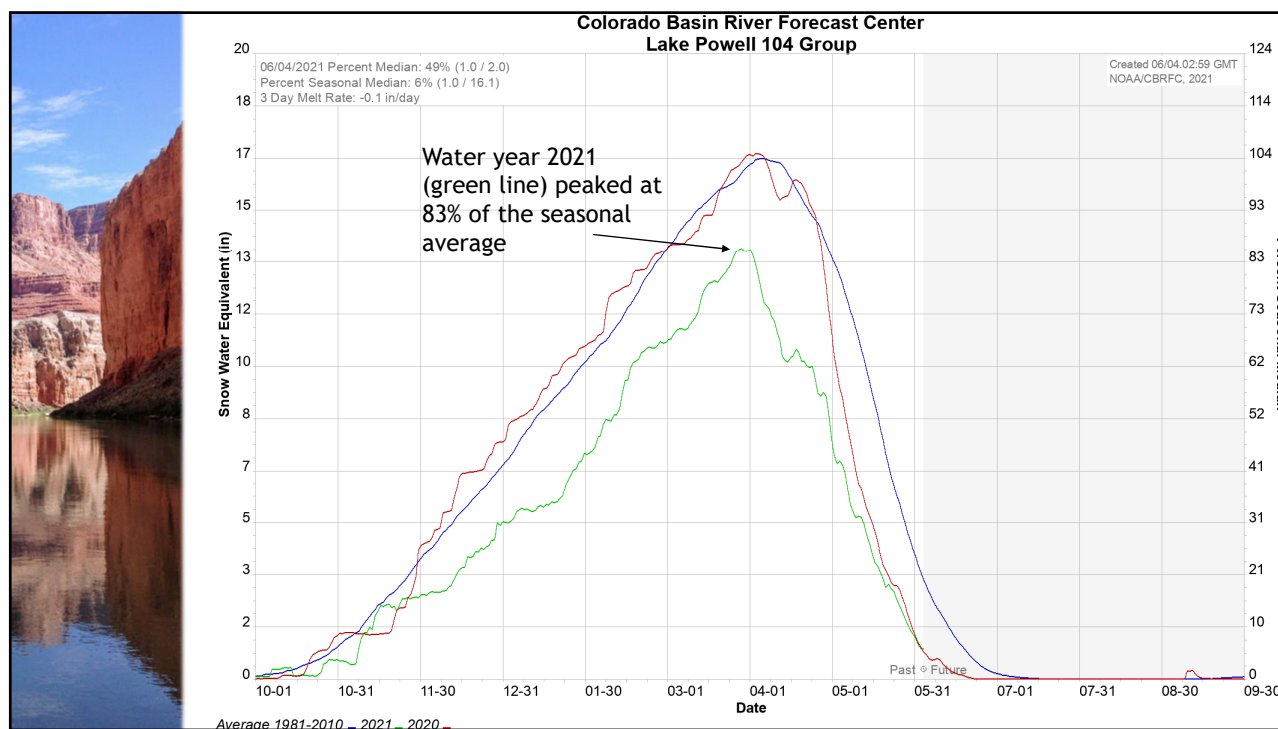
² Based on 2020 consumptive use and storage volumes through 2020.

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Unregulated Inflow, Current and Projected Reservoir Status

Projected unregulated inflow to Lake Powell Acre-Feet % Average

Water Year 2021	3,367,000	31%
April thru July 2021	1,800,000	25%

Reservoir	Current Elevation	Current Storage Acre-Feet	Current % Capacity	Projected Elevation on 1/1/2022 ¹
Lake Mead	1,073.5	9,480,000	36%	1,065.8
Lake Powell	3,560.6	8,366,000	34%	3,536.7

Data retrieved June 1, 2021

¹ Based on Reclamation's May 2020 24 Month Study Most Probable Inflow.

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2007 Interim Guidelines, Minute 323, Lower Basin Drought Contingency Plan, and Binational Water Scarcity Contingency Plan Total Volumes (kaf)

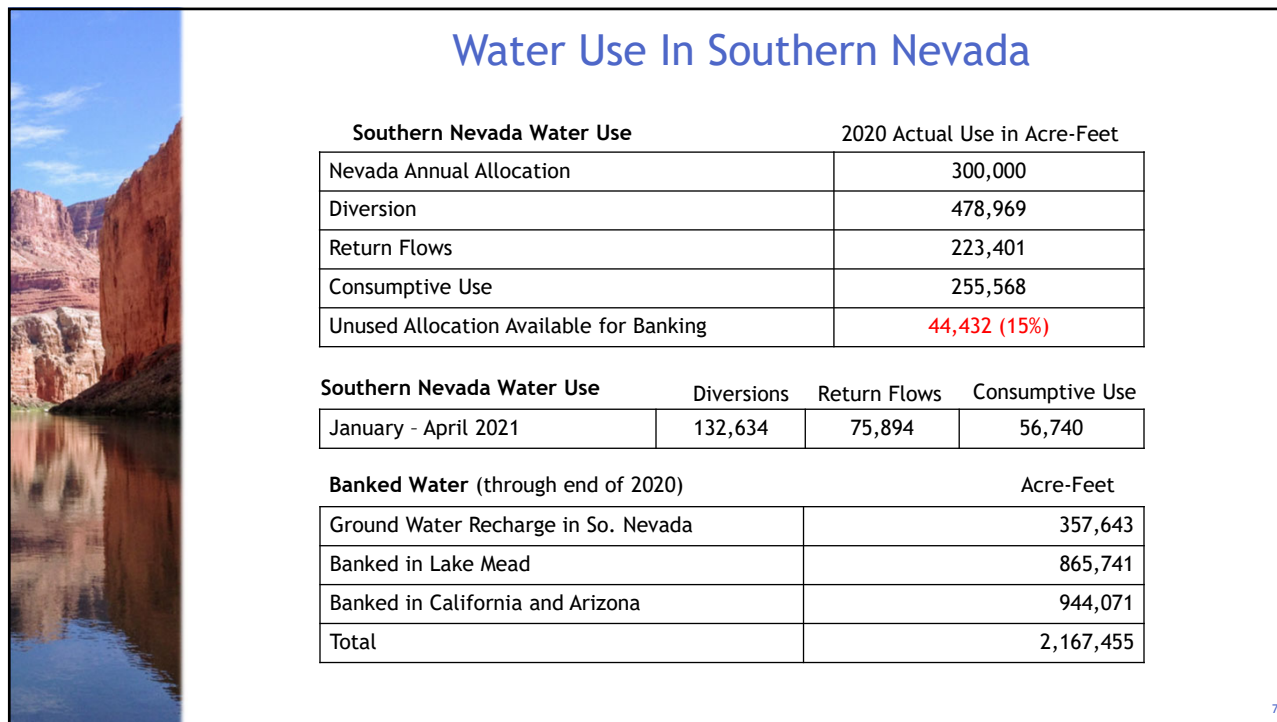
Lake Mead Elevation (feet msl)	2007 Interim Guidelines Shortages		Minute 323 Delivery Reductions	Total Combined Reductions	DCP Water Savings Contributions			Binational Water Scarcity Contingency Plan Savings	Combined Volumes by Country US: (2007 Interim Guidelines Shortages + DCP Contributions) Mexico: (Minute 323 Delivery Reductions + Binational Water Scarcity Contingency Plan Savings)					Total Combined Volumes
	AZ	NV	Mexico	Lower Basin States + Mexico	AZ	NV	CA	Mexico	AZ Total	NV Total	CA Total	Lower Basin States Total	Mexico Total	Lower Basin States + Mexico
1,090 - 1,075	0	0	0	0	192	8	0	41	192	8	0	200	41	241
1,075 - 1,050	320	13	50	383	192	8	0	30	512	21	0	533	80	613
1,050 - 1,045	400	17	70	487	192	8	0	34	592	25	0	617	104	721
1,045 - 1,040	400	17	70	487	240	10	200	76	640	27	200	867	146	1,013
1,040 - 1,035	400	17	70	487	240	10	250	84	640	27	250	917	154	1,071
1,035 - 1,030	400	17	70	487	240	10	300	92	640	27	300	967	162	1,129
1,030 - 1,025	400	17	70	487	240	10	350	101	640	27	350	1,017	171	1,188
<1,025	480	20	125	625	240	10	350	150	720	30	350	1,100	275	1,375

→
Projected 2022
Reductions +
Contributions

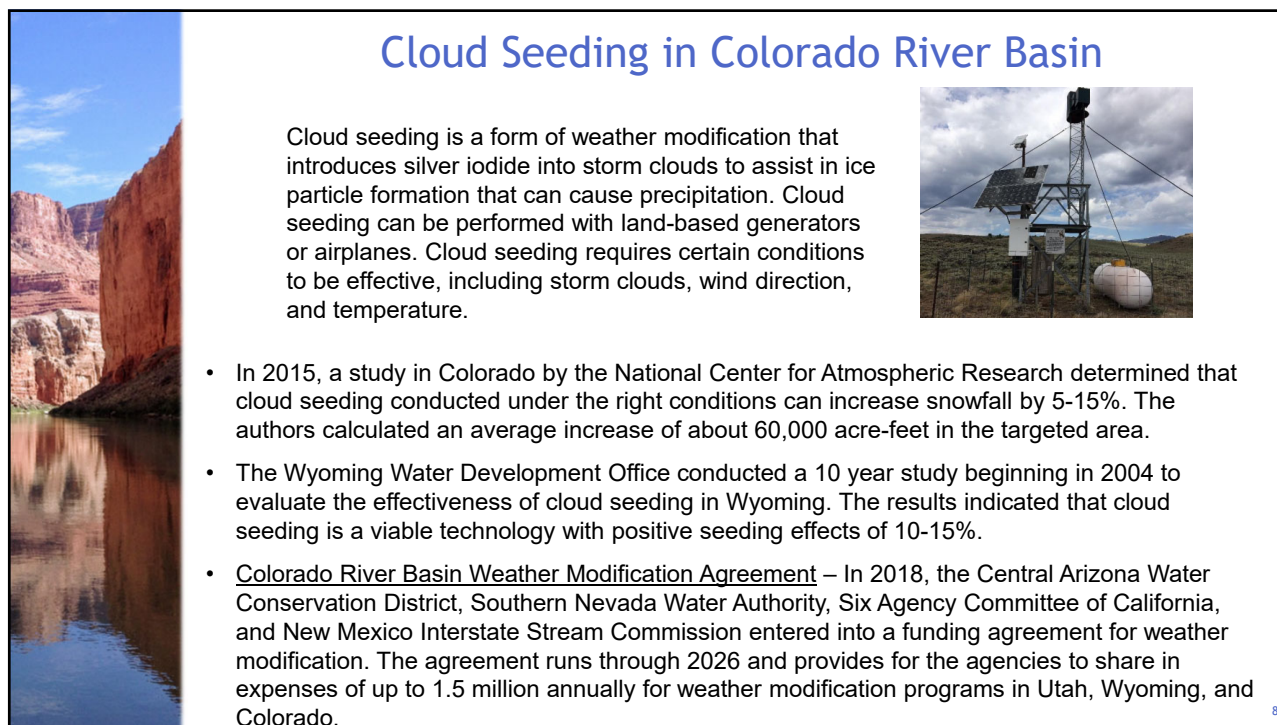
The Secretary of the Interior will take affirmative actions to implement programs designed to create or conserve 100,000 acre-ft per year or more of Colorado River System water to contribute to conservation of water supplies in Lake Mead and other Colorado River reservoirs in the lower basin. All actions taken by the United States shall be subject to applicable law, including availability of appropriations.

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**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

For Possible Action: Consideration of and possible action to approve a four-year enabling contract in the amount of \$275,000 for a Communications Network Services agreement between LightRiver Technologies, Inc. and the Colorado River Commission of Nevada (Commission).

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends approval of a four-year contract with a not to exceed amount of \$275,000 for Communications Network services between LightRiver Technologies, Inc., and the Commission and authorize the Executive Director to sign it on behalf of the Commission.

FISAL IMPACT:

Four-year contract with a not to exceed amount of \$275,000.

STAFF COMMENTS AND BACKGROUND:

A. Background and Operations

The Colorado River Commission of Nevada (Commission) owns, operates and maintains seventeen high voltage substations staffed by seven Commission employees in the Commission's Power Delivery Project Group (PDP). In addition, the Commission is responsible for the operation and maintenance of ten substations that are owned by the Southern Nevada Water Authority (SNWA) and three owned by the Clark County Water Reclamation District.

The Commission currently uses a blended network communication platform with SNWA. This network platform is utilized for Supervisory Control and Data Acquisition (SCADA) and Revenue Metering and is used to provide emergency callouts as well. SNWA has begun upgrading their network system to this blended network. Due to this upgrading and the requirement to implement modernized network security to comply with industry standards, Commission staff is requesting the ability to modernize its blended network platform with SNWA. This modernization effort is required to maintain our networks continuity between the two agencies.

B. Purpose of Contract

The proposed contract provides for services to design, engineer, assemble, test, stage, train and implement a next generation communications platform for the Commission's PDP.

C. Request to Use Another Governmental Solicitation

Commission staff submitted a request to State purchasing to use SNWA's solicitation request for proposals. The request was submitted on March 30, 2021 and the request was approved by the Department of Purchasing on July 6, 2021. The approval is attached.

Continued on next page...

AGENDA ITEM D – STAFF COMMENTS AND BACKGROUND (CONTINUED):

The request for proposal relies on a Request for Proposals (RFP) issued by SNWA for similar services that the Commission seeks in this contract. The use of SNWA's RFP provides several synergies for this contract. First, it saves time and process by using the SNWA request for proposal. Second, given that the Commission and SNWA need to interface with its respective communication platforms on the blended network, having the same contractor as SNWA on this project will allow for coordinated system design and implementation of the communication platform.

D. Agreement for Consideration

The agreement for the Commission's consideration today is with LightRiver Technologies, Inc. (the same contractor as SNWA). The agreement proposes to retain the services of LightRiver Technologies, Inc. for an initial contract term of four years, anticipated to begin subject to Board of Examiners approval. Work under the agreement will be authorized by Commission Staff, as needed through the development and execution of written task authorizations. The total combined value of task authorizations under this agreement shall not exceed \$275,000 over the term of the contract.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: LightRiver Technologies, Inc	
"Doing Business As" (if applicable):	
Street Address: 2150 John Glenn Drive #200	Website: www.lightriver.com
City, State and Zip Code: Concord CA 94520	POC Name and Email: Brian Munkacsy, bmunkacsy@Lightriver.com
Telephone Number: 925-363-9000	Fax Number:
Local Street Address:	Website:
City, State and Zip Code:	Local Fax Number:
Local Telephone Number:	Local POC Name and Email:

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

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

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
No individual owns more than 5% of LightRiver Technologies Inc.		

This section is not required for publicly-traded corporations.

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

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

<i>Brian Munkacsy</i> Signature Controller Title	Brian Munkacsy Print Name 8/7/21 Date
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DISCLOSURE OF RELATIONSHIP

List any disclosures below:

(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF CRCNV EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO CRCNV EMPLOYEE/OFFICIAL
N/A		

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

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

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

For CRCNV Use Only:

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

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

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

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

DISCLOSURE OF RELATIONSHIP

For CRCNV Use Only:

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

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

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

For CRCNV Use Only:

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Notes/Comments:

Signature

Print Name (Authorized Department Representative)

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

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and through its

Agency Name:	Colorado River Commission of Nevada
Address:	555 East Washington Ave., Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Robert D. Reese
Phone:	702-682-6972
Fax:	702-856-3615
Email:	breese@crc.nv.gov

Contractor Name:	LightRiver Technologies, Inc.
Address:	2150 John Glenn Dr. #200
City, State, Zip Code:	Concord, CA 94520
Contact:	Rick Jarrell
Phone:	303-808-8542
Fax:	925-363-9001
Email:	rjarrell@lightriver.com

WHEREAS NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	Upon Board Examiners Approval	To:	May 30, 2025
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4. **NOTICE.** All communications, including notices, required, or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	INSURANCE SCHEDULE
ATTACHMENT C:	REQUEST to USE ANOTHER GOVERNMENTAL SOLICITATION
ATTACHMENT D:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$275,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so, requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect, and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by

reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees, and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees, and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:

- a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

- 17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
- 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending

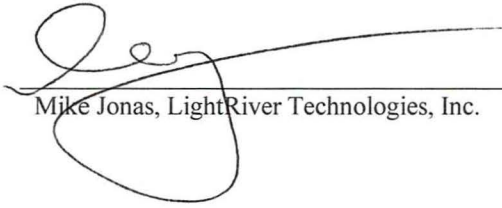
portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed, or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations, and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county, or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has, or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties' consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

08/18/2021



Mike Jonas, LightRiver Technologies, Inc.

Date

President Global Customer Operations

Eric Witkoski, Colorado River Commission
of Nevada

Date

Executive Director

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Christine Guerci-Nyhus, Deputy Attorney General for
Attorney General

Date

3. Scope of Work

Pre-Deployment Engineering

Project Management	
Item	Operational Description
LightRiver Project Management	<ul style="list-style-type: none"> • Coordinate all LightRiver tasks with Customer's Transport Engineering team • Establish SharePoint portal for project • Develop project plan, task list, and timeline; manage to plan • Maintain action item register • Participate in weekly PM meetings • Escalate issues to gain resolution • Schedule closeout meetings and gain customer sign-offs at the conclusion of the project

Site Readiness and Engineering	
Item	Operational Description
Site Survey	<ul style="list-style-type: none"> • CRC will confirm power, space, cable lengths, cabinet/rack, etc. • CRC will provide OTDR shots and/or expected loss and distance of each span.
EDP	<ul style="list-style-type: none"> • Develop Engineering Design package with site information provided by CRC • Produce rack elevation, shelf drawings, and cable running lists • Receive addressing data (TID, location, etc.) from customer
Factory Test and Acceptance Plan	<ul style="list-style-type: none"> • Develop Test and Acceptance Documentation • Test plan, shelf inventories, configuration parameters, etc.

Factory Tested Network

Logistics and Hot Staging	
Item	Operational Description
Logistics and Staging	<ul style="list-style-type: none"> • LightRiver to inventory material at LightRiver's warehouse <ul style="list-style-type: none"> ○ Develop inventory list with serial numbers by site ○ Place asset tags as required ○ Stage in "bin locations" for factory installation • After factory testing is complete <ul style="list-style-type: none"> ○ Package Equipment ○ Ship to CRC warehouse via dedicated truck • At time of onsite installation <ul style="list-style-type: none"> ○ CRC deliver material to sites ○ CRC remove packing material from sites and dispose

Factory Installation	
Item	Operational Description
Stage/Assembly	<ul style="list-style-type: none"> • Install equipment in assigned relay racks within the staging area • Mount chassis and slot cards per design • Connect AC/DC power cabling at rack • Run fiber and management cables • Run internal fiber jumpers

Factory Turn-up and Test	
Item	Operational Description
Turn-up and Test	<ul style="list-style-type: none"> • Clean and scope (400X) all fiber connections • Install attenuators as required per system specifications • Verify and load correct software if necessary • Provision equipment with configurations and information provided by customer <ul style="list-style-type: none"> ○ Base configuration such as, hostname, IP address, DCN management configuration, security settings etc. ○ Network level provisioning such as, G.8032 ring configuration, BUM filtering, link state monitoring ○ Service level configuration for initial Ethernet services on network • Address any out of box failures

Factory Circuit Testing	
Item	Operational Description
Circuit Testing	<ul style="list-style-type: none"> • Create circuits in equipment • Verify performance monitoring statistics are within acceptable limits • Y 1564 <i>Ethernet</i> service activation test methodology <ul style="list-style-type: none"> ◦ Throughput, frame loss, latency, jitter • Failover testing <ul style="list-style-type: none"> ◦ Pluggable optics, cards, and chassis for selected circuits

Onsite Implementation

Installation	
Item	Operational Description
Installation	<ul style="list-style-type: none"> • Work to be performed by CRC • Mount staged equipment in customer racks • Connect to DC power • Run fiber line side jumpers and management cables (to DCN) <ul style="list-style-type: none"> ◦ Utilize OTDR or power meter to validate fiber span

Turn-up and Test	
Item	Operational Description
Turn-up and Test	<ul style="list-style-type: none"> • Energize node and verify provisioning is intact • Validate connectivity to adjacent node (link test) • Take digital pictures to record installation quality (CRC responsibility)

Circuit Testing	
Item	Operational Description
Circuit Testing	<ul style="list-style-type: none"> • Verify performance monitoring statistics are within acceptable limits • For selected circuits: <ul style="list-style-type: none"> ◦ Y 1564 <i>test for GE and 10GE Ethernet</i> <ul style="list-style-type: none"> • Throughput, frame loss, latency, jitter

As-Built Documentation	
Item	Operational Description
Final Engineering Package	<ul style="list-style-type: none"> Updated Engineering Design Package: <ul style="list-style-type: none"> Network and Rack Cable running list Digital images of installation (provided by CRC) Provisioning: TIDs, IP addresses, wavelength and circuit details Performance testing: Y1564, and failover results

Knowledge Transfer	
Item	Operational Description
Informal Knowledge Transfer	<ul style="list-style-type: none"> Shadowing LightRiver Field Engineers during: <ul style="list-style-type: none"> Stand Alone Turn-up Shelf Provisioning
Training	<ul style="list-style-type: none"> Customer Specific Training; Concord, CA or Customer site <ul style="list-style-type: none"> Jointly developed and agreed to syllabus Maximum of 8 students per class Training at Concord, CA – \$12,500 per class Customer Site Training – \$15,000 per class

General Assumptions and Comments	
Item	Operational Description
Site Access and Scheduling	<ul style="list-style-type: none"> Customer will assist in coordinating site access Customer to provide target dates and critical time frames
Documentation	<ul style="list-style-type: none"> Customer to provide previous fiber test results on the fiber plant
Installation	<ul style="list-style-type: none"> Relay racks, overhead ladder racking, power, and fiber infrastructure is in place Customer will provide fiber distribution panel in which line side jumpers will be terminated
Miscellaneous Material – LightRiver Installation	<ul style="list-style-type: none"> CRC will provide miscellaneous material to complete the installation and system turn up, including: <ol style="list-style-type: none"> Misc. connectors, lugs, and rack screws Optical attenuators Line Jumpers This material can be provided by LightRiver upon request
General Notes	<ul style="list-style-type: none"> LightRiver Field Engineers are degreed engineers and non-union

RESPONSIBILITY CHECKLIST

The following responsibility checklist is a summary of the installation requirements of the Customer and LightRiver Technologies.

Task		Responsibility	
		CRC	LightRiver
Site Access and Staging:			
1.	Provide site addresses and access provisions	X	
2.	Assure site access during normal workdays, and evening or weekend maintenance windows as required	X	
3.	Store staged equipment at local warehouse	X	
4.	Perform equipment inventory	X	X
5.	Deliver material to sites	X	
Installation:			
6.	Provide equipment for sites		X
7.	Provide equipment and cable rack for sites	X	
Power Requirements:			
8.	Provide DC breaker panel with breakers, including spares	X	
9.	Provide adequate commercial AC power to sites	X	
10.	Provide and Install DC wiring between power distribution board and top of rack	X	
Fiber Plant and Fiber Assignment			
11.	Provide fiber panels for cross-connection of line side jumpers	X	
12.	Provide Assignments on fiber panel	X	
13.	Inter-connect equipment to fiber panel	X	
14.	Provide & install fiber patch cords	X	
15.	Clean all fiber patch cord ends prior to installation	X	
Tests and Documentation			
16.	Provide previous fiber test results which are readily available	X	
17.	Perform Fiber path verification test	X	
18.	Provision Circuits		X
19.	Create Engineering Design Package (EDP)		X
Provisioning			
20.	Develop Low Level Design Package	X	X
21.	Provision packet Optical and Carrier Ethernet equipment per mutually agreed network design package.		X

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall

precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the State of Nevada, Colorado River Commission of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Robert Reese, 555 East Washington Ave., Suite 3100, Las Vegas, NV 89101**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Robert Reese, 555 East Washington Ave., Suite 3100, Las Vegas, NV 89101**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.



**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION**

Purchasing Division

515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: 775-684-0170 | Fax: 775-684-0188

Purchasing Use Only:

Approval #:

G21.07010

REQUEST TO USE ANOTHER GOVERNMENTAL SOLICITATION

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1	Agency Contact Information - Note: Approval notification will be sent to only the contact(s) listed below:		
	State Agency Name:	Colorado River Commission of Nevada	
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	Robert Reese – Assistant Director of Engineering and Operations	702-682-6972	breeser@crc.nv.gov

2	Vendor Information:	
	Identify Vendor:	LightRiver Technologies
	Contact Name:	Rick Jarrell
	Complete Address:	2150 John Glenn Dr. #200 Concord, CA 94520
	Telephone Number:	(303) 808-8542
	Email Address:	rjarrell@lightriver.com

3	State/Entity that Released the Solicitation & Type of Solicitation. Must be Competitively Bid.	
	Type of Solicitation:	Request for Proposal (RFP)
	Identify Original State/Entity:	Southern Nevada Water Authority (SNWA)
	Contact Name:	Scott Rhiner
	Telephone Number:	(702) 567-2024
	Email Address:	scott.rhiner@lvvwd.com

4	Contract Dates: Your Contract Term Date Cannot Exceed Term Date of Original Contract.				
	Original Contract:	Start Date:	February 2019	End Date:	January 2026
	New Contract:	Start Date:	May 2021	End Date:	May 2025

5	Funding for this new contract:	
	State Appropriated:	N/A
	Federal Funds:	N/A
	Grant Funds:	N/A
	Other (Explain):	SNWA

Purchasing Use Only:Approval #: **G21.07010**

6	Does the Scope of Work (SOW) in the original contract meet/exceed your needs?	Yes:	X	No:	
	To ensure such, requesting agency must request a copy of the State/entities Contract and SOW to be reviewed and approved by the agency's Deputy Attorney General (DAG). A copy of the Contract and written approval from the agency's DAG must be included with the request to the Purchasing Division.				
7	Did the agency receive awarded vendors permission to contract?	Yes:	X	No:	
	Written approval from the awarded vendor must accompany the agency's request/submission to the Purchasing Division.				
8	To ensure fair & reasonable pricing to the State, did the agency request a copy of the awarded vendors technical and cost proposals?	Yes:	X	No:	
	Copies of such must be included with submission to the Purchasing Division.				
9	Did the agency address any Federal Requirements associated with the contract?	Yes:	X	No:	
10	Is this vendor registered in <i>NevadaEPro</i> ?	Yes:	X	No:	
	Per Executive Order 2019-2, prior to entering into a contract with a vendor they must be registered in <i>NevadaEPro</i> .				
11	Is this vendor registered with the Nevada Secretary of State's Office?	Yes:		No:	X
	Pursuant to NRS 76, prior to entering into a contract with a vendor they must obtain a Nevada Business License.				
12	Is a Business Associate Addendum or other agency specific form(s) required?	Yes:		No:	X
	If so, please include copies with submission to the Purchasing Division.				

<i>Purchasing Use Only:</i>	
Approval #:	G21.0701 (2)

By signing below, I know and understand the contents of this request and attest that all statements are true and correct.

Walter Shupe

Walter Shupe (Mar 30, 2021 11:35 PDT)

Agency Representative Initiating Request

Walter Shupe,

Print Name of Agency Representative Initiating Request

3/30/21

Date

Robert D. Reese

Signature of Agency Head Authorizing Request

Robert D. Reese

Print Name of Agency Head Authorizing Request

03/30/21

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NRS 333.475. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 300.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:

Kevin D. Doty

Administrator, Purchasing Division or Designee

7/6/21

Date

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

38. AMENDMENT:

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

39. AUDITS:

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

40. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 39 (Audits) of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, (b) Paragraphs 9 (Intellectual Property Acknowledgment), 10 (Intellectual Property Assignment), 16 (Indemnification), 21 (Confidentiality and Release of Information), 23 (Data Privacy and Security), 29 (Applicable Law), 30 (Venue), and 31 (Attorney's Fees) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

41. COMPANIES THAT BOYCOTT ISRAEL:

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

42. ELECTRONIC SIGNATURES:

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

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

LIGHTRIVER TECHNOLOGIES, INC.

Walt Paskowski
Walt Paskowski, Director

Signature

Walt Paskowski

Print Name

SVP Sales

Title

Sep 30, 2019

Date

Technical Services Agreement
Southern Nevada Water Authority
Agreement No. 0301.0

SOUTHERN NEVADA WATER AUTHORITY

John J. Entsminger
John J. Entsminger, General Manager

Signature

John J. Entsminger

Print Name

General Manager

Title

Sep 30, 2019

Date

LightRiver Technologies, Inc.
Page 10 of 15



2150 John Glenn Drive; Suite 200
Concord, CA 94520
Rick Jarrell, (303) 808-8542

rjarrell@lightriver.com

March 30, 2021

Joinder agreement with your SNWA Agreement No. 0301.0

To Whom It May Concern:

This letter serves as LightRiver Technology Inc. approval of the joinder agreement of the Colorado River Commission with South Nevada Water Authority Agreement No. 0301.0 to provide technical services. LightRiver Technologies will provide Colorado River Commission with the same or similar costs as provided to South Nevada Water Authority.

Respectfully,

RC Jarrell

Vice President Sales

Gina Goodman

From: Christine Guerci
Sent: Tuesday, March 30, 2021 12:11 PM
To: Gina Goodman
Cc: Kathryn Aguilar-Logan; Bob Reese
Subject: SNWA/LightRiver

I reviewed the scope of work, cost and the services in the agreement between SNWA and LightRiver. The proposed CRC joiner project is similar to what is under contract and the cost is well within the 2.3 million total. Per discussions with Bob Reese, the CRC project fits in Phases 1 and 2.

After review, the SNWA/LightRiver Agreement meets or exceeds, the CRC's needs and would be appropriate to use.

Christine Guerci
Special Counsel to the
Colorado River Commission and the
Nevada Governor's Office of Economic Development
555 E. Washington Ave, Suite 3100
Las Vegas, NV 89101
(702) 486-3505
cguerci@crc.nv.gov

Steve Sisolak
Governor



Attachment C

Laura E. Freed
Director

Matthew Tuma
Deputy Director

Alan Cunningham
State Chief Information Officer

Timothy Galluzi
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Enterprise IT Services Division

100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701
Phone: (775) 684-5800 | www.it.nv.gov | Fax: (775) 687-9097

M E M O R A N D U M

TO: Eric Witkoski, Executive Director, CRC
Kaleb Hall, Assistant Director, Energy Information Systems, CRC
Doug Beatty, Chief, Finance & Administration, CRC

CC: Alan Cunningham, State CIO, EITS, DOA
Tim Galluzi, Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
Jon Mathews, IT Chief, Communication, EITS, DOA

FROM: David Axtell, State Chief Enterprise Architect, EITS, DOA

SUBJECT: TIN Completion Memo - CRC – Colorado River Commissions next generation communications – BA4490 TIN252

DATE: June 24, 2021

We have completed the review for Colorado River Commission's – *Colorado River Commissions next generation communications* – TIN252.

The submitted TIN, for an estimated value of \$223,683 in the FY22/23 biennium is to modernize the CRC's communications platform, a blended network platform with the Southern Nevada Water Authority. This is needed to implement modernized network security to comply with industry standards and maintain networks continuity. This network is independent of Nevada's SilverNet.

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server, Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.



2150 John Glenn Drive
Suite # 200
Concord, CA 94520-5655
Phone: 720-348-0447
Mobile : 303-808-8542
Fax: (925) 363-9001
rjarrell@lightriver.com

Rick Jarrell
Vice President Sales

February 3, 2021

To Whom It May Concern:

This letter is to confirm that LightRiver Technologies, Inc is willing and able to implement Colorado River Commission's next generation communications network.

We look forward to working with Colorado River Commission and developing a long-term mutual business partnership.

Respectfully'

RC Jarrell



LightRiver Technologies Proposal for



Colorado River Commission

Communications Network Refresh

Project # 1909-11497

February 3, 2021

LightRiver Technologies Sales Contact

Rick Jarrell

Vice President, Sales

rjarrell@lightriver.com

2150 John Glenn Drive, Concord, CA 94520

Walter Shupe

Colorado River Commission
Las Vegas, NV

Walter,

Thank you for the opportunity to present this Scope of Work. The following pages outline the tasks that LightRiver will perform when implementing your next generation communications network. LightRiver proposes a full turn-key solution that utilizes our Factory Built Network[®] (FBN) process. The FBN process results in an unrivaled customer experience through faster deployment, more reliable networks, and customer cost savings.

LightRiver Technologies specializes in designing, engineering, procuring, and deploying carrier grade networks. Our engineers have extensive experience applying advanced networking technology to a variety of utility applications. On a daily basis, our engineers work with the technologies that the utility industry depends upon to provide communication, such as, SONET, microwave, DWDM, CWDM, Carrier Ethernet, and MPLS. Our extensive roster of Certified Systems Engineers, all of whom have onsite field experience with utility networks, allows us to confidently state that, bar none, LightRiver has the greatest qualifications to assist Colorado River Commission with their networking requirements.

Respectfully,

Rick Jarrell

1. Project Overview

This proposal provides the services to design, engineer, assemble, test, stage, train and implement a next generation communications platform for the Colorado River Commission. LightRiver will implement the Ciena Carrier Ethernet (CE) platform as the core network due to the innovative feature sets of the products and the continual investment in product development. Additionally, the solution will include the Ciena Manage, Control, Plan (MCP), network management system.

The network solution that LightRiver will implement for Colorado River Commission will utilize the Ciena 3926m Service Delivery Platform— a compact, smart device that delivers gigabit Ethernet service with ultimate flexibility for modular, add-on network functions.



This small footprint device provides a non-blocking architecture with hot swappable power supplies and with field replaceable modules supporting DS1, DS3 and OC3/12/48 interfaces. LightRiver will design the network to provide core redundancy by placing two 3962m platforms at each of the five nodes in the Colorado River Commission network—Newport, Eastside, Mead, AMS-WTF, and RMWTF. The 3962m platform will support interworking between multiple transport options via a flexible and scalable switching architecture, leading to complete service ingenuity and optimal utilization of network resources.

For management of the 3926m nodes, LightRiver proposes the inclusion of the Ciena MCP platform. This next generation management system equips Colorado River Commission with the latest in OAM&P features and functionality. MCP increases operational efficiencies in deploying new services and maintaining the overall health of the network. The 3926m greatly benefits from MCP which provides multilayer provisioning support for end-to-end network management, control, and planning. MCP offers a best-in-breed solution that accelerates time to market through automation of network and service automation. Additionally, MCP expedites troubleshooting and service assurance by displaying network and services in real – time.

To future-proof the network, LightRiver will replace the existing JungleMux with a new SEL ICON. LightRiver will replace the JungleMux at the three locations, Newport, Eastside, and Mead. The ICON will provide the interfaces for protective relay and POTS. The SEL ICON uses a proprietary protocol VSN (Virtual SONET Network) to convert the TDM signals into Ethernet before interfacing with the 3926m network. The SEL ICON has an easy to use network management system that seamlessly pairs with the Ciena 3926m. Moreover, the SEL ICON has no recurring support costs associated with the product.

LightRiver Services:

LightRiver utilizes an innovative methodology for the network deployment which we call Factory Built Networks in which the network is fully installed, provisioned and performance tested at our factory in advance of being deployed in the field. This revolutionary approach shortens project timelines and cuts in half customer resource requirements during the onsite installation phase of the project. Factory Testing is just one component of our turn-key services offering that includes:

- Project management
- Pre-deployment engineering support
 - Engineering Design Packages (EDPs)
- Fiber plant verification
 - Review of CRC OTDR results
- Factory Testing
 - Installation of the equipment in racks at LightRiver's hot staging facility
 - Factory turn-up and provisioning
 - Factory testing: throughput, frame loss, and failover
- Factory Acceptance Testing
 - Includes 1–2 days of in-person network training
- Final System Test
- Training, both on customer premise and in our Concord lab facility

2. Equipment Installation

This proposal assumes CRC will install, power and fiber connect all devices in the field. OTDR (performed by CRC) testing of fiber spans will be completed before implementation of equipment. LightRiver will review the OTDR results to verify the proposed optics operate properly based on the fiber characteristics. Different optics may be required depending on the actual fiber measurements. Once equipment installation is complete LightRiver will deploy to complete field network testing and provide on-site training as agreed to in the to be developed training syllabus.

3. Scope of Work

Pre-Deployment Engineering

Project Management	
Item	Operational Description
LightRiver Project Management	<ul style="list-style-type: none"> • Coordinate all LightRiver tasks with Customer's Transport Engineering team • Establish SharePoint portal for project • Develop project plan, task list, and timeline; manage to plan • Maintain action item register • Participate in weekly PM meetings • Escalate issues to gain resolution • Schedule closeout meetings and gain customer sign-offs at the conclusion of the project

Site Readiness and Engineering	
Item	Operational Description
Site Survey	<ul style="list-style-type: none"> • CRC will confirm power, space, cable lengths, cabinet/rack, etc. • CRC will provide OTDR shots and/or expected loss and distance of each span.
EDP	<ul style="list-style-type: none"> • Develop Engineering Design package with site information provided by CRC • Produce rack elevation, shelf drawings, and cable running lists • Receive addressing data (TID, location, etc.) from customer
Factory Test and Acceptance Plan	<ul style="list-style-type: none"> • Develop Test and Acceptance Documentation • Test plan, shelf inventories, configuration parameters, etc.

Factory Tested Network

Logistics and Hot Staging	
Item	Operational Description
Logistics and Staging	<ul style="list-style-type: none"> • LightRiver to inventory material at LightRiver's warehouse <ul style="list-style-type: none"> ◦ Develop inventory list with serial numbers by site ◦ Place asset tags as required ◦ Stage in "bin locations" for factory installation • After factory testing is complete <ul style="list-style-type: none"> ◦ Package Equipment ◦ Ship to CRC warehouse via dedicated truck • At time of onsite installation <ul style="list-style-type: none"> ◦ CRC deliver material to sites ◦ CRC remove packing material from sites and dispose

Factory Installation	
Item	Operational Description
Stage/Assembly	<ul style="list-style-type: none"> • Install equipment in assigned relay racks within the staging area • Mount chassis and slot cards per design • Connect AC/DC power cabling at rack • Run fiber and management cables • Run internal fiber jumpers

Factory Turn-up and Test	
Item	Operational Description
Turn-up and Test	<ul style="list-style-type: none"> • Clean and scope (400X) all fiber connections • Install attenuators as required per system specifications • Verify and load correct software if necessary • Provision equipment with configurations and information provided by customer <ul style="list-style-type: none"> ◦ Base configuration such as, hostname, IP address, DCN management configuration, security settings etc. ◦ Network level provisioning such as, G.8032 ring configuration, BUM filtering, link state monitoring ◦ Service level configuration for initial Ethernet services on network • Address any out of box failures

Factory Circuit Testing	
Item	Operational Description
Circuit Testing	<ul style="list-style-type: none"> • Create circuits in equipment • Verify performance monitoring statistics are within acceptable limits • Y 1564 <i>Ethernet</i> service activation test methodology <ul style="list-style-type: none"> ◦ Throughput, frame loss, latency, jitter • Failover testing <ul style="list-style-type: none"> ◦ Pluggable optics, cards, and chassis for selected circuits

Onsite Implementation

Installation	
Item	Operational Description
Installation	<ul style="list-style-type: none"> • Work to be performed by CRC • Mount staged equipment in customer racks • Connect to DC power • Run fiber line side jumpers and management cables (to DCN) <ul style="list-style-type: none"> ◦ Utilize OTDR or power meter to validate fiber span

Turn-up and Test	
Item	Operational Description
Turn-up and Test	<ul style="list-style-type: none"> • Energize node and verify provisioning is intact • Validate connectivity to adjacent node (link test) • Take digital pictures to record installation quality (CRC responsibility)

Circuit Testing	
Item	Operational Description
Circuit Testing	<ul style="list-style-type: none"> • Verify performance monitoring statistics are within acceptable limits • For selected circuits: <ul style="list-style-type: none"> ◦ Y 1564 <i>test for GE and 10GE Ethernet</i> <ul style="list-style-type: none"> ▪ Throughput, frame loss, latency, jitter

As-Built Documentation	
Item	Operational Description
Final Engineering Package	<ul style="list-style-type: none"> Updated Engineering Design Package: <ul style="list-style-type: none"> Network and Rack Cable running list Digital images of installation (provided by CRC) Provisioning: TIDs, IP addresses, wavelength and circuit details Performance testing: Y1564, and failover results

Knowledge Transfer	
Item	Operational Description
Informal Knowledge Transfer	<ul style="list-style-type: none"> Shadowing LightRiver Field Engineers during: <ul style="list-style-type: none"> Stand Alone Turn-up Shelf Provisioning
Training	<ul style="list-style-type: none"> Customer Specific Training; Concord, CA or Customer site <ul style="list-style-type: none"> Jointly developed and agreed to syllabus Maximum of 8 students per class Training at Concord, CA – \$12,500 per class Customer Site Training – \$15,000 per class

General Assumptions and Comments	
Item	Operational Description
Site Access and Scheduling	<ul style="list-style-type: none"> Customer will assist in coordinating site access Customer to provide target dates and critical time frames
Documentation	<ul style="list-style-type: none"> Customer to provide previous fiber test results on the fiber plant
Installation	<ul style="list-style-type: none"> Relay racks, overhead ladder racking, power, and fiber infrastructure is in place Customer will provide fiber distribution panel in which line side jumpers will be terminated
Miscellaneous Material – LightRiver Installation	<ul style="list-style-type: none"> CRC will provide miscellaneous material to complete the installation and system turn up, including: <ol style="list-style-type: none"> Misc. connectors, lugs, and rack screws Optical attenuators Line Jumpers This material can be provided by LightRiver upon request
General Notes	<ul style="list-style-type: none"> LightRiver Field Engineers are degreed engineers and non-union

RESPONSIBILITY CHECKLIST

The following responsibility checklist is a summary of the installation requirements of the Customer and LightRiver Technologies.

Task		Responsibility	
		CRC	LightRiver
Site Access and Staging:			
1.	Provide site addresses and access provisions	X	
2.	Assure site access during normal workdays, and evening or weekend maintenance windows as required	X	
3.	Store staged equipment at local warehouse	X	
4.	Perform equipment inventory	X	X
5.	Deliver material to sites	X	
Installation:			
6.	Provide equipment for sites		X
7.	Provide equipment and cable rack for sites	X	
Power Requirements:			
8.	Provide DC breaker panel with breakers, including spares	X	
9.	Provide adequate commercial AC power to sites	X	
10.	Provide and Install DC wiring between power distribution board and top of rack	X	
Fiber Plant and Fiber Assignment			
11.	Provide fiber panels for cross-connection of line side jumpers	X	
12.	Provide Assignments on fiber panel	X	
13.	Inter-connect equipment to fiber panel	X	
14.	Provide & install fiber patch cords	X	
15.	Clean all fiber patch cord ends prior to installation	X	
Tests and Documentation			
16.	Provide previous fiber test results which are readily available	X	
17.	Perform Fiber path verification test	X	
18.	Provision Circuits		X
19.	Create Engineering Design Package (EDP)		X
Provisioning			
20.	Develop Low Level Design Package	X	X
21.	Provision packet Optical and Carrier Ethernet equipment per mutually agreed network design package.		X

4. Pricing

Redundant 3926m with ICON	
• Ciena CES Equipment, MCP, Smart Support and SEL ICON	\$114,237.00
• LightRiver Services	\$109,446.00
Total Equipment and Services	\$223,683.00
• Optional – Ciena Achieve Training	\$1,800.00

Payment Schedule:

- Delivery of Equipment to LightRiver FBN Facility \$ 90,534.00
- Completion of LightRiver FBN \$ 87,555.00
- Activation of SmartSupport \$ 12,820.00
- Customer Acceptance \$ 32,774.00
 - Implementation Network Management System
 - Field Network Testing

Prices and Ordering:

Prices pursuant to LightRiver Standard Terms and Conditions or Countersigned Master Agreement and are valid for 120 days. Prices do not include taxes or shipment which will be charged as incurred FOB Origin Freight Prepaid and Added.

Purchase orders should be made out to: LightRiver Technologies, 2150 John Glenn Drive, Ste. 200. Concord, CA 94520 and should include Project #: 1909-11497

Invoicing:

Equipment. Once equipment received in LightRiver's warehouse, Customer will be invoiced for 100% of the equipment.

Title:

Once LightRiver receives equipment into LightRiver's warehouse and invoices the Customer for the equipment, the Customer will take title to the equipment.



Factory Built Networks

Better Networks, Faster

LightRiver Technologies (www.lightriver.com) continues to lead the industry in the design, deployment and care of complex, best-of-breed transport networks. For more than 16 years, LightRiver's mission has been to help operators of the most demanding telecom transport networks achieve the highest possible levels of performance, reliability and cost-effectiveness. With best of breed technologies, expert engineering, a broad set of support services, and careful but innovative practices, the LightRiver team has consistently provided superior solutions to its loyal, industry-leading customers.

LightRiver's *Factory Built Networks* solution represents the culmination of its skills and experience. Leveraging its network engineering expertise, testing resources and logistics management capabilities within its unique multi-vendor technology laboratory, LightRiver specialists build and deploy the highest-performing, most reliable transport networks with unprecedented speed and cost-efficiency. After an unparalleled battery of extended testing in LightRiver's lab, networks are deployed rapidly and efficiently in the field, completing new network deployment in record time.



A Complex Process

The design, deployment and comprehensive testing of a new transport network is a complex affair. It begins with network architecture. Then after fiber optic characterization, site surveys, and site

Project Level Services				Installation			Provisioning	Testing (including Followup Testing & Quality Audit)	
Site Surveys, Site Engineering, Fiber Optic Characterization	Project Management	Purchasing	Logistics Mgmt	Power Install	Equipment Install	Circ Terms	Element Turnup, Build Circuits & Custom Work	Transport Tests; Elem Integr; & RFC 2544 Tests	Circ BER Tests

engineering, the network design is optimized for the customer's specific environment. Equipment and material need to be purchased, shipped, inventoried, and managed, before being staged and kitted for deployment. Engineering Design Packages are generated and reviewed with the customer, ensuring every detail – even down to the labeling

nomenclature – is clearly understood and agreed upon. Once on site, fiber optic cross-connects are cleaned to ensure reliable light transmission with minimal loss. Then there's installation of the gear - racks or cabinets installation, chassis mounting, card slotting, fiber jumper running, power cabling, and the rest.

Once installed, the system elements need to be “turned up” and all equipment and power systems tested for basic functionality. Only then can the work begin to integrate the systems and build the circuits. Finally, the network must be performance-tested to ensure complete and reliable functionality, including bit error free transmission, low latency, committed bandwidth and failover testing of the entire system.

Traditional Inefficiencies and Limitations

Completing this work across a distributed set of locations invites some common challenges and significant expense. Shipment delays. Missing parts or documentation. Out of box failures that halt progress until the parts are replaced. Unproductive work environments. Engineering questions encountered upon turnup and commissioning of systems. Limited time for system testing. Limited space for boxes of new material.



The traditional deployment process is riddled with such obstacles, and is not optimal for the efficient deployment of consistently dependable, high performing systems.

This process can be costly and limiting as well. The expense of travel to multiple remote locations makes it imperative to limit the number of people and the breadth of expertise engaged at each site. Unscheduled delays may require additional trips to these sites. More time is required of customer escorts, and of project managers from customers and vendors.

These challenges, and the high cost of travel to remote sites, tend to limit the breadth of expertise available for deployment in these locations, as well as the depth of testing traditionally completed.

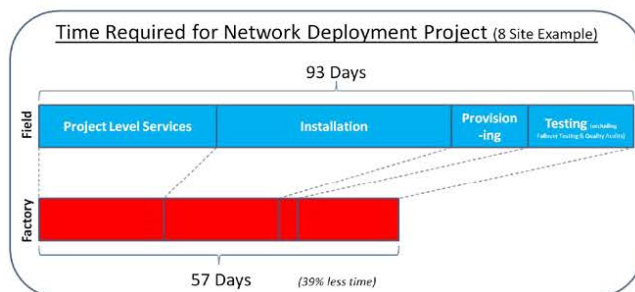
A Better Process

LightRiver’s process for deploying *Factory Built Networks* mitigates the inherent risks and delays in a traditional deployment process, and enables the unprecedented use of task-relevant expertise and testing. As a result, LightRiver can build better networks, faster.



All equipment is shipped to LightRiver’s facility initially, organized in an orderly manner, and managed efficiently by inventory control experts. Failed parts are identified and replaced early in the process,

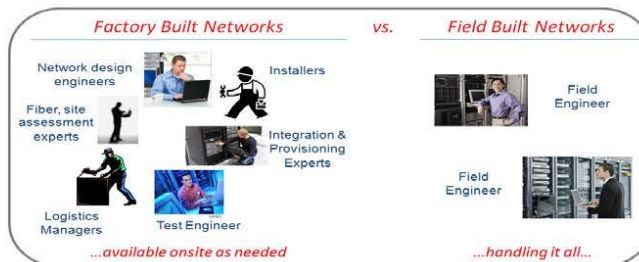
without the need for extended stays at customer sites, extra trips to remote locations or increased expense for customer escorts.



In a centralized laboratory setting, or “factory”, LightRiver can manage the work in a more productive and efficient manner, in a roomier and better-organized environment, and bring in

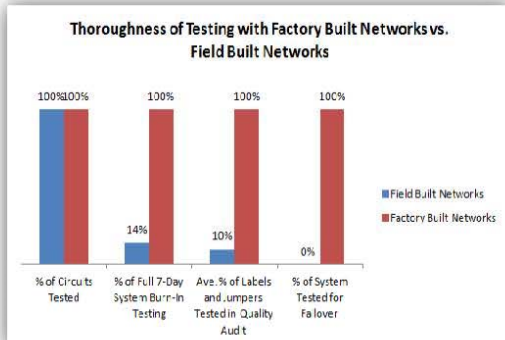
highly experienced specialists as needed for each step of the process. Installation can proceed more methodically. Integration, commissioning and custom tuning of each part of a system can be completed by the most appropriate LightRiver expert for the specific type of equipment, software or network. If a system design question arises, an in-house network design engineer can be readily consulted.

If testing reveals a performance issue, it can be resolved by a team of LightRiver Optical Engineers with a collective wealth of expertise in troubleshooting across multiple technologies. The value of this advantage can be significant – in an average deployment, roughly half of the time spent in a customer site is spent in troubleshooting deployment issues. Having onsite access to expert engineers can save a considerable amount of time in this troubleshooting process.



Importantly, too, a Factory Built Network can be tested far more extensively than networks deployed entirely in the field. Prior to testing, systems can undergo an entire week of “burn-in” to ensure successful functioning, rather than hours or days. In the factory, bit error rate (BER), throughput, latency, and jitter testing can be completed thoroughly and efficiently with test systems geared towards testing multiple circuits simultaneously. And, most uniquely, LightRiver can conduct comprehensive system failover testing,

at all hardware levels – pluggable optic, card, chassis, power, and line side fiber – which is rarely done in the field.

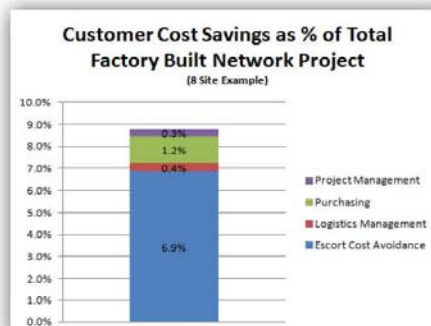


In a factory environment, 100% quality checks are efficiently performed. The inspection of every patch cord via 400X scope is supervised. Each label is double checked for proper placement and description. The neatness and routing of every optical patch cord is verified. And if required, corrections are readily made before the equipment is shipped. In contrast, only random spot audits are typically done in the field.

When the system has been successfully integrated, commissioned, custom tuned, tested and quality-checked, it is disconnected, packed and shipped to each customer site in the safest and most efficient manner possible – with the equipment remaining in either shelves, racks or cabinets. As part of LightRiver’s proprietary *Factory Built Network* methodology, custom shipping crates have been developed which allow virtually all fiber patch cords to remain in place. Final field deployment and testing are completed quickly and effectively, and with minimal failures or delays.

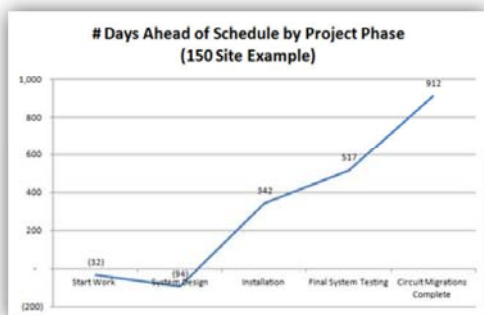
Lower Customer Costs

With LightRiver's *Factory Built Networks* process, customers spend significantly less to support a network deployment – the equivalent of up to 9% of total project cost in the example detailed in the chart. Time on customer sites is cut sharply, eliminating much of the need and expense for escorts. Purchasing, project management and logistics management are simplified, and there's no risk of equipment being pilfered for other projects while it sits on the data room floor.



Faster Deployment, Better Results

The advantages of LightRiver's *Factory Built Networks* are real. LightRiver today is delivering better performing, more reliable transport networks to customers across the U.S. in record time.



For example, LightRiver is currently in the final phase of a multi-year statewide communications system upgrade with four primary technologies (DWDM, SONET, Carrier Ethernet and Channel Banks) across 135 customer locations. LightRiver was contracted to provide a turnkey solution, including all pre-deployment, deployment and post-deployment services (e.g. system engineering and design; fiber re-termination and characterization; hot staging of equipment; factory acceptance testing; installation; field training; circuit cutovers; maintenance/support).

Through the current phase – final system testing – LightRiver is roughly two years ahead of schedule, having completed its work in approximately 50% of the expected time. The customer has enjoyed minimal impact on its employees and operations, and lower-than-expected project support costs. Perhaps most importantly, it will enjoy the operational and cost-reduction benefits of its new transport network more than two years sooner than it had planned.

The benefits of a *Factory Built Network* can be quite significant. With orderly and efficient management of material and work, the expertise and experience of the best specialists for each step of the process, and the availability of time and resources for optimal engineering and testing, LightRiver can build in its "factory" and deliver to its customers the best-engineered, most reliable transport networks in unprecedented timeframes. Customers can enjoy the benefits of its new systems sooner, and experience lower cost and less disruption along the way.

Key Advantages

- Up to 50% Faster Deployment... and 40% Less Time Onsite
- Less Customer Time, Disruption and Cost
- Better Built, More Reliable Networks

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

For Possible Action: Consideration of and possible action to approve the First Amendment to the Interlocal Agreement between the Clark County Water Reclamation District (CCWRD) and the Colorado River Commission of Nevada (Commission) to extend the contract term and provide for an expansion of CCWRD's wastewater treatment facilities in a not-to-exceed amount of \$600,0000 to be paid by CCWRD.

RELATED TO AGENDA ITEM:

None.

Staff recommends approval of the first amendment to interlocal agreement Contract No. CRCPDP-200 and authorize the Executive Director to sign it on behalf of the Commission.

FISCAL IMPACT:

None. The costs will be paid by CCWRD.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations and Original Contract

The Colorado River Commission of Nevada (Commission) owns, operates and maintains seventeen high voltage substations staffed by seven Commission employees in the Commission's Power Delivery Project Group (PDP). In addition, the Commission is responsible for the operation and maintenance of ten substations that are owned by the Southern Nevada Water Authority (SNWA) and three owned by the Clark County Water Reclamation District.

The Clark County Water Reclamation District (CCWRD) has requested that the Commission purchase materials, and design, construct, operate and maintain three CCWRD-owned substations and medium voltage distribution facilities to be located at the CCWRD Central Plant and Advanced Water Treatment facilities.

NRS 538.166 authorizes the Commission to construct, operate and maintain utilities for the generation and transmission of electricity; and, NRS 704.787 authorizes the Commission to sell electricity and provide transmission and distribution services to the Southern Nevada Water Authority (SNWA) and its member agencies for their water and wastewater operations. The Clark County Water Reclamation District (CCWRD) is a member of the SNWA.

The CCWRD is currently planning the construction of additional facilities at its Central Plant and Advanced Water Treatment (AWT) facilities that will increase electrical load and will necessitate the construction of additional substation capacity and distribution feeders within the Central Plant and AWT site.

The existing Central Plant and AWT are currently served from several substations and distribution feeders owned and operated by NV Energy. The CCWRD desires to replace these existing NV Energy owned and operated substations with new, customer-owned substations that are dedicated to serving only CCWRD facilities and loads. Three new substations are planned to serve the existing and planned increase in load.

Continued on next page...

AGENDA ITEM E – STAFF COMMENTS AND BACKGROUND (CONTINUED):**B. Amendment for Consideration**

The amendment for Commission's consideration today is the first for the Interlocal Agreement Contract No. CRCPDP-200. The amendment extends the term renewal for up to a total of six (6) five (5) year terms and to provide a not-to-exceed amount of six hundred thousand dollars (\$600,000).

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
CONTRACT NO. CRCPDP-200
BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
AND THE
CLARK COUNTY WATER RECLAMATION DISTRICT
FOR THE
CONSTRUCTION, OPERATION AND MAINTENANCE
OF ELECTRIC FACILITIES**

1. PARTIES

This FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“First Amendment”) is made pursuant to Nevada Revised Statutes (“NRS”) Chapter 277, between the State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA (“Commission” or “CRC”), acting both as a principal on its own behalf and as an agent on behalf of the state, and the CLARK COUNTY WATER RECLAMATION DISTRICT (“CCWRD” or “Contractor”), a political subdivision of the State of Nevada created pursuant to NRS Chapter 318.

2. EXPLANATORY RECITALS

- 2.1 NRS 538.166 authorizes the CRC to construct, operate and maintain utilities for the generation and transmission of electricity; and, NRS 704.787 authorizes the CRC to sell electricity and provide transmission and distribution services to the Southern Nevada Water Authority (“SNWA”) and its member agencies for their water and wastewater operations. The CCWRD is a member of the SNWA.
- 2.2 CRC and CCWRD entered into that certain INTERLOCAL AGREEMENT CONTRACT NO. CRCPDP-200 (the “Original Interlocal”), a copy of which is attached as **Exhibit 1**, for the construction, operation and maintenance of electric facilities supporting its main facility, the Flamingo Water Resource Facility, at 5857 E. Flamingo Rd., Las Vegas, NV 89122 (the “FWRC”).
- 2.3 CRC and CCWRD by written letter agreement extended the term of the Original Interlocal to June 10, 2024, a copy of which is attached as **Exhibit 2**.
- 2.4 CCWRD is designing an expansion of its wastewater treatment facilities at the FWRC, which will require an additional power load.
- 2.5 CRC and CCWRD desire to amend the Original Interlocal to allow for the expansion of electric facilities to support the expansion of wastewater treatment facilities at the FWRC, which expansion is described and depicted in **Exhibit 3** Scope of Work attached hereto (the “Facilities Expansion”).
- 2.6 The CRC is willing to purchase materials and design, construct, operate and maintain the additional facilities comprising the Facilities Expansion and the CCWRD is willing to fund the cost of same.

IN CONSIDERATION of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

3. INCORPORATION OF RECITALS

The Explanatory Recitals set forth above in Section 2 are incorporated herein as terms to this First Amendment.

4. INCORPORATION OF ORIGINAL AGREEMENT

The Original Agreement (including any amendments thereto) is hereby incorporated herein in its entirety, and except as specifically amended herein, all provisions of the Original Agreement remain in full force and effect.

5. EXPANSION OF FACILITIES

- 5.1 Section 3.9 of the Original Agreement is hereby amended to provide that “Facilities” includes the Facilities Expansion.
- 5.2 Section 4 of the Original Agreement is hereby amended to provide that the Term may be renewed for up to a total of six (6) five (5) year terms.
- 5.3 Section 6.2 of the Original Agreement is hereby amended to provide for a not-to-exceed amount of six hundred thousand dollars (\$600,000) for the Facilities Expansion.
- 5.4 Section 6.3 of the Original Agreement is hereby amended to provide that the CRC shall use its best efforts to ensure that the Facilities Expansion is operational by September 1, 2023.
- 5.5 Section 7.3 of the Original Agreement is hereby amended to provide that the CRC shall prepare and submit to the CCWRD on or before December 1, 2021, or at such later time as the CCWRD Manager of Engineering and the CRC Assistant Director of Engineering and Operations may agree in writing, a proposed Construction Budget for all Project Costs for Project Work for the Facilities Expansion.
- 5.6 Section 13 of the Original Agreement is hereby amended to provide that the CRC and the CCWRD shall jointly determine and agree on the type and amount of insurance coverage for the Facilities Expansion no later than December 1, 2021.
- 5.7 Section 16.1 of the Original Agreement is hereby amended to provide that notices should be sent to the persons specified below:

To the CRC:

Eric P. Witkoski, Executive Director
Colorado River Commission of Nevada
555 East Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065
Phone No.: (702) 486-2686
Fax No.: (702) 486-2695
E-mail: ewitkoski@crc.nv.gov

To the CCWRD:

Thomas Minwegen, General Manager
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
Phone No.: (702) 668-8143
Fax No.: (702) 668-9160
E-mail: tminwegen@cleanwaterteam.com

5.8 All other provisions within the Original Agreement that must be amended to give effect to the purpose and intent of this First Amendment are hereby amended.

IN WITNESS WHEREOF the Parties have executed this First Amendment as of the date set forth below.

**STATE OF NEVADA, acting by and
through its COLORADO RIVER
COMMISSION OF NEVADA**

By: _____

Printed: Eric Witkoski

Title: Executive Director

Date: _____

**CLARK COUNTY WATER
RECLAMATION DISTRICT**

By: _____

Printed: Thomas Minwegen

Title: General Manager

Date: _____

APPROVED AS TO FORM

By: _____

Printed: Christine Guerci-Nyhus

Title: Special Counsel, Attorney General

Date: _____

APPROVED AS TO FORM

By: _____

Printed: David Stoft

Title: General Manager

Date: _____

EXHIBIT 1

STATE OF NEVADA

COLORADO RIVER COMMISSION OF NEVADA



**INTERLOCAL AGREEMENT
CONTRACT NO. CRCPDP-200
BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
AND THE
CLARK COUNTY WATER RECLAMATION DISTRICT
FOR THE
CONSTRUCTION, OPERATION AND MAINTENANCE
OF ELECTRIC FACILITIES**

**INTERLOCAL AGREEMENT
CONTRACT NO. CRCPDP-200
BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
AND THE
CLARK COUNTY WATER RECLAMATION DISTRICT
FOR THE
CONSTRUCTION, OPERATION AND MAINTENANCE
OF ELECTRIC FACILITIES**

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**INTERLOCAL AGREEMENT
CONTRACT NO. CRCPDP-200
BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
AND THE
CLARK COUNTY WATER RECLAMATION DISTRICT
FOR THE
CONSTRUCTION, OPERATION AND MAINTENANCE
OF ELECTRIC FACILITIES**

1. PARTIES

This INTERLOCAL AGREEMENT CONTRACT is made pursuant to Nevada Revised Statutes (“NRS”) Chapter 277, between the State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA (“Commission” or “CRC”), acting both as a principal on its own behalf and as an agent on behalf of the state, and the CLARK COUNTY WATER RECLAMATION DISTRICT (“CCWRD” or “Contractor”), a political subdivision of the State of Nevada created pursuant to NRS Chapter 318.

2. EXPLANATORY RECITALS

- 2.1. The CRC proposes to purchase materials and design, construct, operate and maintain facilities (“Facilities”) for the CCWRD depicted in the Scope of Work, attached hereto as Exhibit 1, which is incorporated herein in its entirety.
- 2.2. NRS 538.166 authorizes the CRC to construct, operate and maintain utilities for the generation and transmission of electricity; and, NRS 704.787 authorizes the CRC to sell electricity and provide transmission and distribution services to the Southern Nevada Water Authority (“SNWA”) and its member agencies for their water and wastewater operations. The CCWRD is a member of the SNWA.
- 2.3. The CRC is willing to purchase materials and design, construct, operate and maintain the Facilities and the CCWRD is willing to fund the cost of the CRC’s purchase of materials, design, construction, operation and maintenance of the Facilities.

IN CONSIDERATION of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

3. DEFINITIONS

- 3.1. As used in this Contract, except as expressly provided or unless the context otherwise requires, the words and terms defined in subsections 3.2 to 3.16, inclusive, when initially capitalized and whether in singular or plural, have the meanings ascribed to

them in those subsections.

- 3.2. **“Commission”** means the Colorado River Commission of Nevada (“CRC”) or the executive director of the Commission, acting on behalf of the Commission.
- 3.3. **“BOT”** means the Board of Trustees which is the governing body of the Clark County Water Reclamation District.
- 3.4. **“Construction Budget”** means the budget for all costs of purchasing materials and designing, bidding and constructing the Facilities, which is approved by the BOT and described in section 7 of this Contract.
- 3.5. **“Construction Schedule”** means the Construction Schedule developed and updated by the CRC for the design and construction of the Facilities.
- 3.6. **“Contract”** means this Contract No. CRCPDP-200 between the CRC and the CCWRD.
- 3.7. **“Emergency”** is an abnormal system condition, which requires immediate manual or automatic action to protect the health and safety of the workmen or the public; to prevent loss of firm load, or equipment damage; or to prevent tripping of the system elements that could adversely affect the reliability of the electric facilities.
- 3.8. **“Executive Director”** means the executive director of the CRC, or his or her designee.
- 3.9. **“Facilities”** means the 69-kv substations and accompanying distribution systems to be designed and constructed by the CRC for CCWRD, that are depicted in Exhibit 1 Scope of Work.
- 3.10. **“Operational”** means having been constructed, installed, and placed in service in accordance with the designs and specifications applicable thereto and being capable of continuous use for the delivery of energy, subject to de-energization for short periods of time to complete design modifications, warranty repairs, or correction of minor items discovered during testing and checkout.
- 3.11. **“Operation and Maintenance Budget”** means the budget for all costs of operating, maintaining, repairing and replacing the Facilities, which is described in section 11 of this Contract.
- 3.12. **“Party” or “Parties”** means the CRC or the CCWRD, or both, as the case may be.
- 3.13. **“Project Cost”** means all costs incurred by the CRC for the performance of Project Work as described in paragraph 3.14 of this Contract, including the CRC’s reasonable administrative costs in connection therewith.
- 3.14. **“Project Work”** means all work performed by CRC to purchase materials and design, permit, construct, and to place in full operational service the Facilities requested herein and as described in Exhibit 1 Scope of Work.

- 3.15. **“Prudent Utility Practices”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. The term is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to the acceptable practices, methods, or acts generally accepted in the Western Systems Coordinating Council region.
- 3.16. **“Uncontrollable Force”** means any cause beyond the reasonable control of the Party affected, including but not limited to failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, accident, unlawful actions or omission by others, restraint by court or public authority, which, by exercise of due diligence and foresight, the Party could not reasonably have been expected to avoid. Uncontrollable Force is expressly understood to include the inability to acquire for any particular Component of the Facilities the necessary environmental permits, land use or other required authorizations from the United States, or other permits or authorizations.

4. TERM OF CONTRACT

This Contract shall become effective on the date when it is fully executed. The initial period of the contract shall be a term of five (5) years, unless it is terminated early as otherwise provided in section 14 of this Contract. This Contract may be renewed for up to four (4) five (5) year terms, with written agreement of the Parties ninety (90) days prior to the termination date.

5. FACILITIES

The CRC shall construct the Facilities depicted in Exhibit 1 Scope of Work.

6. DEVELOPMENT OF THE FACILITIES

- 6.1. Design and Construction. The CRC shall design and construct the Facilities in accordance with Prudent Utility Practice, the latest edition of the National Electric Safety Code, and the latest edition of the National Electrical Code. The Parties shall meet as requested by either Party to coordinate design efforts.
- 6.2. Not-to-Exceed-Amount. CRC shall design and construct the Facilities, and perform Operation and Maintenance of the Facilities for the first 90 days, for a not-to-exceed amount of twelve million three hundred thousand dollars (\$12,300,000.00).

6.3. Completion Date. The CRC shall use its best efforts to ensure that the Facilities are operational by April 16, 2010. The foregoing date shall be extended (1) as the CRC and the CCWRD may agree as evidenced by amendment of this Contract, or (2) if, and to the extent, the CRC is prevented from meeting such date by reason of (i) an Uncontrollable Force, or (ii) any failure of the CCWRD to give approvals, obtain permits or provide funding to the CRC pursuant to this Contract.

6.4. Designs and Specifications. The CRC shall develop designs and specifications for the Facilities. The CRC shall provide designs and specifications to the CCWRD for review, on a schedule agreed upon by the CCWRD Manager of Engineering and the CRC Assistant Director of Engineering and Operations, which shall be prior to the dates on which the CRC anticipates first issuing a request for bids, issuing a request for proposals, or entering into a contract for the procurement of materials or construction services.

The CCWRD's review shall be for the limited purpose of determining that the designs and specifications are in conformity with this Contract. Upon written approval by the CCWRD Manager of Engineering, the designs and specifications submitted by the CRC shall be deemed acceptable to the CCWRD. Any modifications to designs or specifications similarly shall be subject to approval of the CCWRD, other than field modifications made after award of the relevant contract that do not increase the cost of the Project Work by more than one percent (1%) when considered individually, or ten percent (10%) when considered collectively with all other field modifications. CRC shall provide promptly to the CCWRD records of such field modifications.

6.5. Construction Schedule. The CRC shall develop and regularly update a construction schedule using Microsoft Project® that shall serve as the design and construction schedule for the Facilities. The CRC shall provide to the CCWRD the construction schedule, and all revisions thereto. Upon written approval by the CCWRD Manager of Engineering, the construction schedule, and all revisions thereto, shall be deemed acceptable to the CCWRD.

6.6. Required Land for the Facilities. The CCWRD owns all interest in real property necessary for the construction and operation of the Facilities.

6.7. Grant of Access. The CCWRD grants to the CRC, all easements, rights-of-way, licenses, permits, or other access rights to enter upon real property in which the CCWRD has an interest or upon which the CCWRD is entitled to enter, to the extent necessary for the CRC to complete the Project Work and for operation and maintenance of the Facilities. CRC employees and contractors shall comply with

CCWRD security procedures when they access CCWRD property in carrying out their duties under this Contract.

- 6.8. Permitting. The CCWRD shall prepare, or cause to be prepared, any environmental impact statement, environmental assessment, or other document required by any applicable land such as the National Environmental Policy Act, the Endangered Species Act, the National Historic Preservation Act, section 404 of the Clean Water Act, or similar local, state and federal environmental law to the extent such documents are not prepared by a local, state or federal agency. The CCWRD shall have the responsibility for obtaining all environmental permits for the Facilities under local, state or federal law, including but not limited to any permits required from the Corps of Engineers, the U.S. Fish and Wildlife Service, and the Nevada Division of Environmental Protection.
- 6.9. Cooperation. The Parties shall assist each other by providing documentation and providing other forms of support as needed for obtaining right of way, permitting, and other authorizing processes.
- 6.10. Design and Construction Authorized Representatives. After approval of this Interlocal Agreement Contract the CRC and the CCWRD shall each identify in writing a designated representative, and at any time a Party may identify in writing a designated alternate to that representative, for design and construction matters (“D&C Authorized Representative”). The D&C Authorized Representative shall serve as the point of contact and coordination of design, material procurement and construction matters. Either Party may change the designation of its D&C Authorized Representative and its alternate, upon written notice given to the other and confirmed promptly by written notice.
- 6.11. Meetings. The D&C Authorized Representatives of the Parties shall meet at least monthly, at such time(s) as may be mutually agreed upon, to review design and construction issues or other matters relating to the Facilities.
- 6.12. Start of Construction. Nothing in this Contract obligates the CRC to initiate construction of the Facilities until all required permits and authorizations have been obtained.
- 6.13. Operational Status. The CRC shall provide written notice to the CCWRD when the Facilities become Operational.

7. PROJECT COSTS, BUDGETS AND PAYMENTS

- 7.1. Project Costs. Project Costs shall include the following:
 - 7.1.1. All direct, indirect and overhead costs of construction of the Facilities.

- 7.1.2. All costs, including any rental charges, of materials, supplies, tools, machinery, equipment and apparatus used in connection with the Facilities.
- 7.1.3. All costs of labor, services, and studies provided or performed for the design or development of the Facilities.
- 7.1.4. All premiums, deductibles, and other costs of project insurance, which shall include, but not be limited to insurance for builders' risk, arising out of or resulting from this Contract or developing the Facilities.
- 7.1.5. All federal, state or local taxes of any character imposed upon the Facilities, if applicable.
- 7.1.6. Payroll of the CRC's staff that perform work relating to the Facilities, including customary labor loading charges applicable thereto, such as Social Security tax, federal or state unemployment taxes, and time-off allowances; and other expenses the CRC incurs in development of the Facilities.
- 7.1.7. CRC's allocated administrative and general expenses to cover the costs of services rendered by it in development of the Facilities.
- 7.2. Fee for Service. The CRC shall not be entitled to a fee, price, percentage, or any other compensation over and above the costs of services rendered by them in the performance of the Project Work.
- 7.3. Construction Budget. The CRC shall prepare and submit to the CCWRD on or before June 30, 2009, or at such later time as the CCWRD Manager of Engineering and the CRC Assistant Director of Engineering and Operations may agree in writing, a proposed Construction Budget for all Project Costs for Project Work. All Construction Budget Project Costs for Project Work are subject to the CCWRD BOT approval, therefore, the proposed Construction Budget shall separately state design, material and construction costs. In addition, the proposed Construction Budget must reflect expected expenditures by calendar year month and inflationary increases, if any. The proposed Construction Budget shall include those costs incurred by the CRC for Project Work prior to the submission of the Construction Budget to the CCWRD. Such costs incurred prior to the submission of the Construction Budget shall be included in the amount shown in the Construction Budget for the first month following the date of approval of the Construction Budget. Once the Construction Budget has been approved by CCWRD BOT, the CCWRD Manager of Engineering shall provide an approved budget (in writing) to CRC and such budget shall constitute the Construction Budget.
- 7.4. Adherence to Construction Budgets. The CRC shall expend, or authorize the expenditure of funds for Project Work only in conformity with the then-effective

- Construction Budget. The CCWRD shall compensate the CRC for Project Costs as agreed upon by the Parties in the Construction Budget.
- 7.5. Funding Advances and Billing Process. Funding advances and billing shall be processed in accordance with Section E of Exhibit 1 Scope of Work.
- 7.6. Tracking Expenditures. The CRC shall record, track and monitor expenditures for work performed pursuant to this Contract, and monthly provide CCWRD with records of invoices and payroll. If at any time the CRC becomes aware that the monthly amounts or the total Construction Budget amount shall be exceeded by the CRC, then the CRC shall submit to the CCWRD a proposed revision to the Construction Budget.
- 7.7. Revisions to the Construction Budget. Should it become necessary, the CRC may propose revisions to the Construction Budget after the Construction Budget has been approved by the CCWRD Manager of Engineering. Proposed revisions to the Construction Budget, along with a written explanation of the basis for the change, shall be submitted to the CCWRD for consideration. Once approved in writing by the CCWRD Manager of Engineering, the revised budget which may be subject to CCWRD BOT approval, shall constitute the Construction Budget.
- 7.8. Failure to Agree on Construction Budgets or Provide Advance Funding. If (1) the CCWRD and the CRC fail to agree upon the Construction Budget or any revision thereto requiring BOT approval, or (2) the CCWRD fails to advance funds to the CRC pursuant to this Contract, then the Authorized D&C Representatives shall meet within fourteen (14) days to attempt to develop an alternative design to meet CCWRD budget constraints. In the event that the Authorized D&C Representatives cannot resolve the issues and finalize the Construction Budget or funding issue, they shall provide to the CCWRD General Manager and the CRC Executive Director a written document identifying the issues under dispute and presenting each Party's proposed resolution of each issue. The CCWRD's General Manager and the CRC's Executive Director shall meet within seven (7) days of receipt of this document, and attempt to resolve the issues set forth therein. In the event that the CCWRD General Manager and the CRC's Executive Director cannot resolve the issues and finalize the Construction Budget or funding issue, this Contract shall be deemed terminated, and the CRC shall be under no obligation to continue to develop the Facilities. Such termination shall not affect the CRC's legal rights, including the right to collect all amounts owed to the CRC by the CCWRD, if any. Such amounts may include, without limitation, unfunded Project Costs. It is the intention of the Parties that the CRC shall not be required to ever advance any funds or provide any construction

services unless it has received funds in advance from the CCWRD.

- 7.9. Final Accounting. Within one hundred and twenty calendar (120) days after the completion of construction and development, the CRC shall determine the actual Project Costs for the Facilities, and shall forward such information to the CCWRD.
- 7.10. Refunds. If the actual cost is less than the amount advanced by the CCWRD as determined by the final accounting, and the construction of the facilities is either completed or terminated, the CRC shall refund the difference within thirty (30) days following completion or termination of the work. Neither Party shall pay interest on refunds.

8. OWNERSHIP OF PROPERTY

It is understood and agreed by the Parties that Facilities constructed or caused to be constructed by the CRC pursuant to this Contract are and shall remain the exclusive property of the CCWRD.

9. ENERGY PURCHASES AND SALES

The purchase or sale of energy by either Party to the other Party shall be done pursuant to a separate agreement between the Parties.

10. OPERATION AND MAINTENANCE

- 10.1. Division of Responsibility. The CRC shall operate and maintain the Facilities.
- 10.2. Operation and Maintenance Practices. Operation and maintenance of the Facilities shall be in accordance with Prudent Utility Practice.
- 10.3. Switching at the CCWRD Substation. All switching for clearance purposes within the fenced perimeter of the CCWRD Substation shall be under the direction and operational jurisdiction of the CRC, as set forth in sections L and M of Exhibit 1 Scope of Work.
- 10.4. Interconnected Utility Clearances. Upon request, and proper scheduling, each Party shall issue to the other, an interconnected utility clearance, in accordance with Prudent Utility Practices.
- 10.5. O&M Authorized Representatives. Thirty (30) calendar days before any Component of the Facilities becomes Operational, the CRC and the CCWRD shall each identify in writing a designated representative, and at any time a Party may identify in writing a designated alternate to that representative, for operation and maintenance matters ("O&M Authorized Representative"). The O&M Authorized Representative shall serve as the point of contact and coordination for operation and maintenance matters, including but not limited to switching procedures, clearances, standard operating procedures, maintenance plans and programs, and budgets. Either Party may change the

designation of its O&M Authorized Representative and its alternate, upon written notice given to the other and confirmed promptly by written notice.

- 10.6. Meetings. The O&M Authorized Representatives of the Parties shall meet at least annually, no later than February 15th, and at such other time(s) as may be mutually agreed upon, to review budgets, to coordinate operation and maintenance schedules and to discuss other matters relating to the Facilities.
- 10.7. Standard Operating Procedures. The O&M Authorized Representatives of the Parties shall establish and agree to guidelines and operating procedures and any other matters relating to the operation of the Facilities which are not specifically defined herein.

11. CHARGE FOR OPERATION AND MAINTENANCE OF THE FACILITIES

- 11.1. Responsibility. The CCWRD shall be responsible for the cost of the CRC's operation, maintenance, repair and replacement of the Facilities.
- 11.2. Operation and Maintenance Budget. Thirty (30) calendar days before any Component of the Facilities becomes Operational, and annually thereafter on or before February 15th, the CRC shall prepare and submit to the CCWRD a proposed annual Operation and Maintenance Budget for the Facilities. The periods covered by the Operation and Maintenance Budget shall coincide with the CRC's fiscal year, which runs July 1st through June 30th of each year. The proposed Operation and Maintenance Budget shall separately state operation, maintenance, and replacement costs, and direct and indirect costs associated with each. The proposed Operation and Maintenance Budget shall reflect expected expenditures by month. Following submission, the O&M Authorized Representatives shall meet to resolve any disputes regarding the proposed Operation and Maintenance Budget. Once approved in writing by the O&M Authorized Representatives and the CCWRD BOT, the submitted budget shall constitute the Operation and Maintenance Budget.
- 11.3. Adherence to Operation and Maintenance Budgets. The CRC shall expend funds to operate, maintain, repair and replace the Facilities only in conformity with the then-effective Operation and Maintenance Budget, except for significant repairs necessitated by Uncontrollable Forces or Emergencies.
- 11.4. Billing Process. The CRC shall issue a monthly bill to the CCWRD based on the Operation and Maintenance Budget for the succeeding month plus any cost incurred by the CRC on behalf of CCWRD to restore service following an Uncontrollable Force or Emergency during the current month.
- 11.5. Tracking Expenditures. The CRC shall record, track and monitor expenditures for work performed related to the operation, maintenance, repair and replacement of the Facilities,

- and monthly provide CCWRD with records of invoices and payroll. If at any time the CRC becomes aware that the monthly amounts or the total Operation and Maintenance Budget amount will be exceeded by the CRC, then the CRC shall submit to the CCWRD a proposed revision to the Operation and Maintenance Budget.
- 11.6. Revisions to the Operation and Maintenance Budget. Should it become necessary, the CRC may propose to CCWRD revisions to the Operation and Maintenance Budget after the Operation and Maintenance Budget has been approved by the O&M Authorized Representatives along with a written explanation of the basis for the proposed revisions. Once approved in writing by the O&M Authorized Representatives and the CCWRD BOT, the approved revised budget shall constitute the Operation and Maintenance Budget.
- 11.7. Annual Accounting. Within sixty calendar (60) days following the end of the CRC's fiscal year, the CRC shall determine the actual operation, maintenance, repair and replacement costs expended on the Facilities, and shall forward such information to the CCWRD.
- 11.8. Refunds. If the actual cost of operation, maintenance, repair and replacement of the Facilities is less than the amount advanced by the CCWRD as determined by the annual accounting, the CRC shall refund the difference to the CCWRD or shall apply the difference to upcoming amounts owed by the CCWRD for operation, maintenance, repair and replacement of the Facilities, as requested by the CCWRD. Neither Party shall pay interest on refunds.

12. UNCONTROLLABLE FORCES AND EMERGENCY COSTS

The CRC shall immediately notify the CCWRD of Uncontrollable Forces or Emergencies that result in the need for repairs which are estimated to require expenditure in excess of five thousand dollars (\$5,000.00) by the CRC. The CRC shall take all actions necessary to restore service promptly and as cost-effectively as possible following an Uncontrollable Force or Emergency. The CCWRD shall compensate the CRC for operation and maintenance of the Facilities as agreed upon by the Parties in the Operation and Maintenance Budget and for costs following an Uncontrollable Force or Emergency.

13. INSURANCE

The Project Work and Facilities shall be covered by insurance paid for by the CCWRD. The CRC and the CCWRD shall jointly determine and agree on the type and amount of insurance coverage for the Facilities no later than September 15, 2009. Insurance shall only be procured from insurance companies authorized to do business in Nevada under a then subsisting certificate

of insurance issued by the Nevada Commissioner of Insurance, and A Best Key Rating of B++ or better.

14. TERMINATION

- 14.1. Termination. This Contract may be terminated prior to the date specified in section 4 upon any one of the following conditions:
 - 14.1.1. By mutual written consent of the Parties.
 - 14.1.2. By the CRC if the CCWRD fails to advance or otherwise provide funds required by this Contract in accordance with Section 7.9.
 - 14.1.3. By the CRC if the CCWRD fails to meet its obligations under this Contract.
 - 14.1.4. By the CCWRD if the CRC fails to meet its obligations under this Contract.
- 14.2. Financial Obligations. Termination of this Contract shall not terminate any Party's financial or performance obligation to any Party hereunder for funds expended or owing under contracts for which payment has been authorized prior to the date of such termination, and such termination shall not impair or be construed to limit a Party's legal right to collect amounts owed, if any, or to compel performance for tasks previously paid for.
- 14.3. Obligation to Construct. Termination of this Contract shall cease the obligation of the CRC to construct, operate or maintain the Facilities, except as required to complete work that CCWRD is paying for under section 14.2.

15. LIABILITY

- 15.1. Except as herein provided and except to the extent of any matter covered by project insurance, neither Party, nor its respective directors, officers or employees, shall be liable to the other Party for any loss or damage of any kind or nature, including direct, indirect or consequential losses or damages, resulting from the past or future performance or nonperformance of their respective duties or obligations pursuant to this Contract related to the Project. Each Party expressly releases the other Party, and their respective directors, officers, and employees, from any claim, demand, obligation or liability against or of such other Party, its directors, officers, and employees, for any such loss or damage. If any judgment is rendered against either Party, or its respective directors, officers or employees, for any loss or damage which is covered by project specific insurance, but for which for any reason payment is not made to that Party, the Party awarded such judgment shall not execute, levy or otherwise enforce such judgment, including recording or effecting a judgment lien, against the other Party, or its respective directors, officers or employees. Notwithstanding the above provisions, the

parties do not waive any cause of action, claim, right or remedies against non-Parties for damages which are contributed to or caused by others.

- 15.2. The provisions of this section must not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

16. NOTICES

- 16.1. Any notice, demand or request required or authorized by this Contract must in writing, signed on behalf of the Party by an authorized representative, and delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

To the CRC:

George M. Caan, Executive Director
Colorado River Commission of Nevada
555 East Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065
Phone No.: (702) 486-2686
Fax No.: (702) 486-2695
E-mail: gcaan@crc.nv.gov

To the CCWRD:

Richard Mendes, General Manager
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
Phone No.: (702) 668-8143
Fax No.: (702) 668-9160
E-mail: rmendes@cleanwaterteam.com

- 16.2. Either Party may at any time, by written notice to the other Party, designate different or additional persons or different addresses for the giving of notices, demands or request hereunder.
- 16.3. In addition to the methods of communication described in subsection 16.1, either Party may use telecopy or facsimile transmission. Communications related to scheduling provided from and to the operating personnel of either Party may be accomplished by electronic mail. Where telecopy, facsimile, or electronic mail is utilized, the sending Party must keep a contemporaneous record of the communication.
- 16.4. This section does not apply to notices, demands or requests of a routine nature, such as a demand for money due. These communications must be given in a manner prescribed by the Authorized Representative.

17. ASSIGNMENT OF CONTRACT

This Contract shall be binding on, and inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and permitted assigns. However, neither Party may assign or otherwise transfer its rights under this Contract without the prior written approval of the other Party, which approval must not be unreasonably withheld. Any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

18. AUDIT

The CRC shall retain, and the CCWRD shall have the right to audit, cost records for Project Work, operation, maintenance, repair and replacement of the Facilities, for a given fiscal year for two (2) years following the end of that CRC fiscal year. Thereafter the CCWRD shall not have any right to audit such cost records or to request an adjustment of the costs calculated by the CRC.

19. ACCESS TO BOOKS AND RECORDS

Each Party is entitled to free access at all reasonable times to the books and records of the other Party relating to activities under this Contract, with the right at any time during office hours to make copies of those books and records, consistent with the terms of section 18.

20. DISPUTE RESOLUTION

- 20.1. Each Party shall designate a senior officer who is authorized to resolve any dispute arising under, out of, or in relation to any provision of this Contract and, unless otherwise expressly provided herein, to exercise the authority of a Party to make decisions by mutual agreement. The Parties agree to attempt in good faith to resolve all such disputes promptly, and to provide each other with reasonable access during normal business hours to any and all records, information, and data pertaining to the dispute.
- 20.2. If such a dispute is not resolved pursuant to subsection 20.1 within thirty (30) days after a Party has received notice referring the dispute to the designated senior officer of the Party, either Party may request that the dispute be submitted to mediation or binding arbitration by the American Arbitration Association (“AAA”). The Party requesting mediation or binding arbitration shall provide notice to the other Party of its request.
- 20.3. The mediation or arbitration must be conducted in accordance with the provisions of this Contract, the applicable provisions of the Uniform Arbitration Act of 2000 in chapter 38 of the NRS, and, where not inconsistent with this Contract and Nevada law, the applicable rules and procedures of the AAA. The mediation or arbitration must be held in Las Vegas, Nevada, or at any other mutually agreed upon location. Each Party shall

bear its own expenses (including attorneys' fees) with respect to the mediation or arbitration. The Parties shall share the expenses of the mediator or arbitrators equally. The mediators or arbitrators conducting a proceeding under this subsection shall have no authority to award to any Party consequential, incidental, punitive, exemplary, special, or indirect damages, or any lost profits or business interruption damages, whether by virtue of any law or otherwise.

- 20.4. If neither Party to a dispute not resolved pursuant to subsection 20.1 requests mediation or arbitration, the dispute may be brought to any court of competent jurisdiction within the State of Nevada.
- 20.5. If the Parties engage in mediation or arbitration pursuant to this section that does not resolve a dispute, then either party may bring the dispute to any court of competent jurisdiction within the State of Nevada.

21. GENERAL CONTRACT PROVISIONS

- 21.1. Documents. Each Party agrees, upon request by the other Party, to make, execute, and deliver any and all documents reasonably required to implement the terms, covenants, and conditions of this Contract.
- 21.2. Exhibits. Inasmuch as certain provisions of this Contract may change from time to time during the term hereof, they shall be set forth in amended exhibits agreed upon by the O&M Authorized Representatives of the Parties. The initial Exhibit 1 Scope of Work is attached hereto and all future exhibits by this reference are incorporated herein and made a part hereof, and shall remain in effect in accordance with its terms unless superseded by an amended version of the exhibit approved by the Parties.
- 21.3. No Third-Party Beneficiaries. This Contract is made solely for the benefit of the Parties and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right, as a third-party beneficiary or otherwise, by virtue of this Contract.
- 21.4. Waiver. By mutual written consent of all the Parties, performance by one or more of the Parties of any obligation under this Contract may be excused or waived. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party of the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.
- 21.5. Amendment. None of the terms and conditions of this Contract may be changed in any manner by any action or inaction of either Party unless in writing executed by the Parties.

- 21.6. Specific Enforcement. The Parties agree that the provisions of this Contract, other than provisions requiring the payment of money, shall be specifically enforceable,
- 21.7. Independent Terms, Covenants, Conditions. Each term, covenant and condition set forth and contained in this Contract is deemed to be an independent term, covenant or condition, and the obligation of any Party to perform any or all of the terms, covenants, and conditions to be kept and performed by it is not conditioned on the performance by any or all of the other Parties of any or all of the terms, covenants or conditions to be kept and performed by them.
- 21.8. Severability. If any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition to any person or circumstance, is held invalid by any court having jurisdiction in the premises, the remainder of this Contract, and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any provision of this Contract be declared invalid or prohibited, the Parties shall in good faith negotiate a new provision to replace the provision declared invalid or prohibited, and amend this Contract to include such provision.
- 21.9. Headings. The section headings in this Contract are intended for convenience only and shall not be construed as interpretations of the text of the Contract.
- 21.10. Entire Agreement. This Contract, including all exhibits hereto, constitutes the entire agreement between the Parties pertaining to all matters hereunder. There are no oral promises, conditions, representations, understandings, interpretations or term of any kind as conditions or inducements to the execution hereof or in effect between the Parties. No change, addition, or deletion may be made to this Contract except by a written amendment executed by the Parties.
- 21.11. Governing Law. This Contract is governed by the laws of the State of Nevada.
- 21.12. Authority to Contract. Each Party represents to the other that it has full power and authority to execute this Agreement and to perform its obligations under this Agreement, and that it has taken all requisite action to authorize such execution and performance.
- 21.13. Counterparts. This Contract may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if both the Parties to the aggregated counterparts had signed the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Contract.

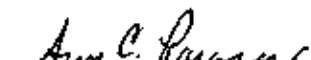
State of Nevada, acting by and through
Its COLORADO RIVER COMMISSION
OF NEVADA



George M. Caan
Executive Director

6/10/09
Date


Approved as to form:



Ann C. Pongracz
Senior Deputy Attorney General

6/09/09
Date

CLARK COUNTY WATER RECLAMATION DISTRICT



Richard Mendes
General Manager

4/2/09
Date

Approved as to form:



Carolyn Campbell
Deputy District Attorney

5/18/09
Date

EXHIBIT 1

Scope of Work

CONTRACT NO. CRCPDP-200
BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
AND THE
CLARK COUNTY WATER RECLAMATION DISTRICT
FOR THE
CONSTRUCTION, OPERATION AND MAINTENANCE
OF ELECTRIC FACILITIES

Approved:

CCWRD

Date

CRC

Date

CLARK COUNTY WATER RECLAMATION DISTRICT SCOPE OF WORK

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CLARK COUNTY WATER RECLAMATION DISTRICT SCOPE OF WORK

A. EXECUTIVE SUMMARY

The Clark County Water Reclamation District (CCWRD) has requested that the Colorado River Commission of Nevada (CRC) purchase materials, and design, construct, operate and maintain CCWRD-owned substations and medium voltage distribution facilities to be located at the CCWRD Central Plant and Advanced Water Treatment facilities at 5857 East Flamingo Road in Las Vegas, Nevada 89122.

CRC is agreeable to purchasing materials, and designing, constructing, operating and maintaining CCWRD's facilities, subject to the terms set forth in the Interlocal Agreement Contract No. CRCPDP-200 between the CCWRD and the CRC to establish specific roles and responsibilities.

As indicated in this Scope of Work, CRC will design, construct and energize the substations and associated 15-kV underground distribution circuits, and perform Operation and Maintenance of these Facilities for the first 90 days, for a not-to-exceed amount of twelve million three hundred thousand dollars (\$12,300,000.00). This amount does not include previous funds expended by CCWRD on materials and designs, and does not include the cost of work to be performed by NV Energy to extend overhead 69-kV transmission lines to the substations. It further does not include the cost of work to be performed by the CCWRD on the distribution circuits as detailed in this Scope of Work.

On-site construction of the required substations is expected to commence in December of 2009. Energization of one transformer bank at each of the three substations is expected to occur by mid April of 2010. Energization of the second transformer bank at the Surge Pond Substation is expected to occur by the end of April 2010.

B. BACKGROUND

The CCWRD is currently planning the construction of additional facilities at its Central Plant and Advanced Water Treatment (AWT) facilities. These facilities will increase electrical load and will necessitate the construction of additional substation capacity and distribution feeders within the Central Plant and AWT site.

The existing Central Plant and AWT are currently served from several substations and distribution feeders owned and operated by NV Energy. A single line depiction of the electrical system serving the Central Plant and AWT is provided in Appendix A.

The CCWRD desires to replace these existing NV Energy owned and operated substations with new, customer-owned substations that are dedicated to serving only CCWRD facilities and loads.

Three new substations are planned to serve the existing and planned increase in load. These substations are:

- Surge Pond
- Rochelle
- AWT

From these new substations, underground distribution circuits will be constructed that will tie to the existing underground feeders at the site and to new 15-kV switchgear. A single line diagram depicting the planned substation facilities and the new underground distribution circuits is provided in Appendix B.

The proposed new substations will be interconnected to existing NV Energy 69-kV transmission lines. Through an agreement between CCWRD and NV Energy, NV Energy has designed the loop-in and loop-out of its Winterwood-Clark 69-kV transmission line to serve the Surge Pond Substation. NV Energy is currently designing a loop-in and loop-out of its Winterwood-Henderson 69-kV transmission line to serve the Rochelle Substation and a loop-in and loop-out of its Winterwood-Linquist 69-kV transmission line to serve the AWT Substation.

C. UTILITY RESPONSIBILITY

NV Energy is currently the electric utility responsible for electric service to the CCWRD at the Central Plant and AWT facility. No change in utility responsibility is being considered at this time. The purchase of energy from any entity other than NV Energy will be done pursuant to a separate agreement. In order to provide dedicated substation facilities to serve its loads, the CCWRD had determined to provide its own facilities and to receive electric service from NV Energy at a 69-kV delivery level following completion and energization of the new substations.

The CCWRD will coordinate with NV Energy regarding the change in the delivery location and voltage, and will negotiate a change the nature of its electric service from distribution to transmission.

D. CRC ROLE AND RESPONSIBILITY

The CCWRD has requested the CRC purchase materials, and design, construct, operate and maintain electric facilities for the required new substations and medium voltage distribution circuits to designated demarcation points as discussed later in this Scope of Work. The electrical facilities located at the Central Plant and the AWT will remain under the ownership of the CCWRD.

The details of CRC's roles and responsibilities will be provided in the Interlocal Agreement Contract No. CRCPDP-200 between the CCWRD and the CRC. The details will be based upon the Scope of Work, demarcation points, schedules and costs contained within this Scope of Work.

No change in responsibility for the design and construction of the 69-kV transmission line extensions to the new substations is contemplated. These extensions of existing NV Energy 69-kV transmission lines will be designed, constructed, owned and operated by NV Energy.

E. FUNDING

The CCWRD will provide advance monthly payment to the CRC for design, purchase of materials and construction of the substation and distribution circuit facilities and their operation and maintenance. As discussed later in this Scope of Work, the CRC has prepared an initial project cost estimate. This estimate will be used to develop a cash flow statement that will serve as the basis for payments. As project work progresses, the CRC will prepare updates of the project cost estimate and cash flow statement and once approved by the CCWRD, these will serve as the basis for future payments. CRC will provide CCWRD with monthly updates of invoices and payroll expenses.

F. PRIOR SUBSTATION DESIGN AND MATERIAL PROCUREMENT

Under an agreement with NV Energy, the CCWRD has funded substation design efforts by NV Energy and procurement of certain substation materials. The CCWRD has requested the CRC utilize these prior funded designs and purchased materials to the extent possible in CRC's completion of the new substations. A list of the purchased materials is provided in Appendix C.

The CRC has reviewed the previously purchased materials and believes they can be utilized in the completion of the three planned substations. However, the control system and protection schemes are still under review and modifications to the relay panels may be necessary. The cost of equipment and materials already purchased by the CCWRD are not included in the CRC estimate to complete the project contained in this Scope of Work.

It is imperative that CCWRD obtain copies of vendor drawings, including outline drawings, loading drawings, nameplate drawings, wiring diagrams, installation instructions, and related items from NV Energy and provide copies of these documents to CRC by June 15, 2009.

Design work that has been prepared by NV Energy for the three planned substations appears to be at a very preliminary stage. These designs will be supplemented and completed as necessary by the CRC.

G. PRIOR DISTRIBUTION CIRCUIT DESIGN

The design drawings prepared by NV Energy for the planned distribution circuit ductbanks are provided in Appendix D to this Scope of Work. The CRC has reviewed these previously prepared designs and believes additional details must be provided for

construction, including ductbank depths, concrete requirements, and similar details. The ductbank designs will be supplemented as necessary by the CRC.

In addition, in order to allow for remote supervisory control and data acquisition (SCADA) communication to CRC's operation center at the Newport Substation, CRC proposes the installation of additional conduit in the distribution ductbanks. Specifically a 2-inch communication conduit is required in all distribution ductbanks.

H. SUBSTATION DESIGN AND CONSTRUCTION SCOPE OF WORK

The CRC will prepare complete and detailed calculations, designs, estimates, material specifications and construction specifications and provide related services for the design and construction of the substations. Such designs and specifications will include at a minimum, bills of materials, equipment sizes and ratings, material requirements, performance parameters, layout details, construction details and all other information required to procure, install, erect and construct the substations. In completion of its responsibilities, the CRC may perform the following activities.

- Prepare periodic updates of the initial conceptual substation cost estimate and cash flow statement.
- Prepare periodic updates of the initial substation construction schedule.
- Prepare engineering studies necessary to size equipment, select fuses and determine relay settings.
- Conduct detailed subsurface explorations in order to prepare foundation and grounding system designs. If the CCWRD has geotechnical data for the Central Plant and AWT facility that can be provided, this task will not be required.
- Conduct site surveys of the substation sites and prepare grading plans, drainage plans and layout drawings.
- Prepare documents containing drawings, technical specifications, bid instructions, bid forms, contracts, general conditions and related items for the procurement of owner-furnished materials for the substations. The CRC will issue purchase contracts to selected vendors for material procurement.
- Review and approve submittals from vendors for owner-furnished material.
- Conduct factory inspections of owner-furnished materials as deemed appropriate and necessary.
- Prepare design and bid documents containing drawings, technical specifications, bid instructions, bid forms, contracts, general conditions and related items for the substation construction contract.
- Locate and stake baseline and reference points for the substations.

- Evaluate bids received for the substation construction contract and award contract to the bidder providing the best bid based upon the selection procedures established by the CRC.
- Obtain a dust control permit for substation construction activities.
- Review contractor submittals for compliance with the substation construction contract.
- Provide construction management services during construction of the substations.
- Conduct field testing and inspection of substation equipment and facilities, and complete functional testing and energization of all substations.
- Prepare as-built drawings for the substations.

I. DISTRIBUTION FEEDER DESIGN AND CONSTRUCTION SCOPE OF WORK

The CRC will design and construct the distribution feeder ductbanks to the first switch located outside of each substation. The CCWRD will design and construct the distribution feeder ductbanks from the switch vaults to the termination of the feeder at the CCWRD switchgear. The CRC will furnish and install all necessary cable, terminations, and pad mounted switches between the substations and the CCWRD 15-kV switchgear.

In support of CRC's responsibilities, the CRC will prepare complete and detailed calculations, designs, estimates, material specifications and construction specifications and to provide related services for the design and construction of the distribution feeders. Such designs and specifications will provide at a minimum, bills of materials, equipment sizes and ratings, material requirements, performance parameters, layout details, construction details and all other information required to procure, install, erect and construct the facilities that CRC is responsible for. In completion of its responsibilities, the CRC may perform the following activities.

- Prepare periodic updates of the initial conceptual distribution circuit cost estimate and cash flow statement.
- Prepare periodic updates of the initial distribution circuit construction schedule.
- Prepare engineering studies necessary to verify cable sizes
- Conduct site surveys of the ductbank locations as necessary to supplement existing data and prepare plan and profile drawings.
- Prepare documents containing drawings, technical specifications, bid instructions, bid forms, contracts, general conditions and related items for the procurement of owner-furnished materials for the distribution circuits, including cable and terminations. The CRC will issue material contracts to selected vendors for material procurement.

- Review and approve submittals from vendors for owner-furnished material.
- Conduct factory inspections of owner-furnished materials as deemed appropriate and necessary.
- Prepare design and bid documents containing drawings, technical specifications, bid instructions, bid forms, contracts, general conditions and related items for the ductbank construction contract and the cable installation contracts, which may be included in the substation construction contract.
- Locate and stake reference points for the ductbanks.
- Evaluate bids received for the ductbank construction and cable installation contract and award contract to the bidder providing the best bid based upon the selection procedures established by the CRC.
- Obtain a dust control permit for ductbank construction activities.
- Review contractor submittals for compliance with the ductbank construction contract.
- Provide construction management services during construction of the distribution circuits.
- Conduct field testing and inspection of distribution circuits, and complete functional testing and energization of all circuits.
- Prepare as-built drawings for the distribution circuits.

J. PERMITTING

As part of the CCWRD's overall expansion and modification of the Central Plant and AWT facilities, the CCWRD will obtain any necessary right of way, conditional use permit and grading permits for the substation facilities. The CRC will obtain dust control permits at the time of construction.

K. SUBSTATION DESIGN

The CRC has reviewed the designs prepared by NV Energy for the Surge Pond, Rochelle, and AWT substations. The design of each substation calls for a loop-in and loop-out of a 69-kV transmission line, the installation of up to four 20 MVA transformers, and the installation of a main and transfer distribution bus structure with the capability of supporting nine outgoing distribution feeders. This appears to be a standard NV Energy substation design, not necessarily optimized for the needs of the CCWRD.

At this time substation steel and bus work has not been purchased and as such modifications to optimize for CCWRD needs can be made. CRC proposes to modify the

planned NV Energy substation design in consultation with CCWRD to optimize each for the intended long-term load.

Attached in Appendix E are single line diagrams of the CRC proposed substations that have been used for cost estimating purposes. This design is largely based on the NV Energy design, with minor modifications to improve reliability to the CCWRD by adding additional 69-kV breakers. Changes to this proposed design may occur following further consultation with CCWRD.

As shown by the substation single line diagrams, initially one power transformer will be installed at the Rochelle Substation and one at the AWT Substation and two power transformers will be installed at the Surge Pond Substation.

L. DEMARCATIION POINTS CRC – NV ENERGY

For design and construction purposes, the proposed demarcation point between NV Energy responsibility and CRC responsibility will be the three-pole, self-supporting, 69-kV line termination structures set inside the substation fence. CRC proposes NV Energy retain all work associated with these structures including deadending incoming conductor at these structures. CRC proposes all work downstream of these structures to be performed by CRC, including installation of jumpers from the deadend structures to line isolating switches located in the substation. The proposed points of demarcation are further identified on the single line diagrams in Appendix E.

For operation and maintenance purposes, it is proposed the operational demarcation will be the 69-kV line isolating switches on the line side of the 69-kV breakers.

M. DEMARCATIION POINTS CRC - CCWRD

For design and construction purposes, the proposed demarcation point for ductbank construction responsibility between CCWRD and CRC will be the first switch vault located outside of each substation as shown by Appendices B and D. The CCWRD will set and install these designated vaults and all downstream ductbanks.

In reviewing the NV Energy design, CRC is not sure there is a need to install switches on these vaults, given that the distribution system is dedicated to CCWRD purposes, and given that CCWRD does not have further expansion plans that would necessitate switches. CRC has prepared the cost estimate assuming switches will be installed, but will consult with CCWRD before procurement of any pad mount 15-kV switch.

For 15-kV cable installation, the CRC will be responsible for installation and termination of all cable between the substations and the CCWRD 15-kV switchgear, including termination at intermediate switches installed by CRC, if any.

For operation and maintenance purposes, CRC will operate and maintain all CCWRD equipment and devices within the substation fences. CRC will operate and maintain all

distribution feeders between the substation and the CCWRD switchgear, unless CCWRD requests to retain this responsibility in any subsequent operation and maintenance agreement.

N. METERING

The current NV Energy design provides for revenue metering of the 15-kV distribution feeders. Given that the CCWRD will be altering its delivery point from the 15-kV level to the 69-kV level, CRC intends to install 69-kV primary metering on the high-side of each substation. CRC will not provide secondary revenue class metering of distribution circuits unless requested otherwise by CCWRD.

O. CRC COMMUNICATIONS

The CRC intends to remotely monitor and operate the planned substation facilities. This will be accomplished from CRC's control center located at the Newport Substation complex in Henderson, Nevada.

CRC proposes to transmit data and control signals from the Rochelle and Surge Pond Substations to the AWT Substation via fiber optic cables installed in 2-inch conduits located in the distribution ductbanks. Data and control signals from the AWT Substation will be transmitted via a directional radio at the AWT Substation to a matching directional radio at the CRC's communication vault at which point it will enter CRC's self-healing fiber optic communication ring for transmission to the Newport Substation.

P. NV ENERGY COMMUNICATIONS

CRC is unaware of NV Energy required communications to primary metering at the new substations. The nature of required communication will be determined in consultation with the CCWRD and NV Energy. The cost of any equipment to support NV Energy communication requirements has not been included in the cost estimates in this Scope of Work.

Q. STATION SERVICE POWER

Station service power for each of the substations will come from single phase, completely self protected 7200-240/120 volt, 100 kVA station power transformer located at each substation. Station service power from the CCWRD Central Plant or the AWT facility will not be required.

R. FENCING

Given the location of the proposed substations within the CCWRD complex, screening, ornate fencing, landscaping or other visual enhancements will not be required around the substations. CRC will install 8-foot high chain link fencing around each of the three substations.

S. SCHEDULE

On-site construction of the required substations is expected to commence in December of 2009. Energization of one transformer bank at each of the three substations is expected to occur by mid April of 2010. Energization of the second transformer bank at the Surge Pond Substation is expected to occur by the end of April 2010.

The schedule shown in Exhibit F has been prepared based on the assumption that the CRC and the CCWRD enter into an interlocal contract for design and construction of the electric facilities by June 9, 2009.

T. ESTIMATED COST

For planning purposes, CRC has estimated the costs to construct the three substations and the 15-kV distribution circuits. These costs are summarized in the following table. Detailed estimates are provided in Appendices G and H at the end of this Scope of Work. All costs listed below are in 2009 dollars.

Facility	Costs
Surge Pond Substation	\$2,568,000
Rochelle Substation	\$4,178,000
AWT Substation	\$2,169,000
15-kV Distribution Circuits	\$1,417,000
Total	\$10,332,000

The above costs do not include any amounts for project permitting and right-of-way acquisition, other than the supply of technical data to the CCWRD. The above costs include 20% for contingency given the preliminary level of estimating, but they do not include costs for operation and maintenance of the facilities after construction.

The costs quoted are for planning purposes only. The costs are based upon conceptual planning and historical costs for similar facilities. The costs are not based on detailed designs or unit pricing. **Actual costs will vary from those quoted.** Additional estimates will be prepared by CRC and provided to the CCWRD during development of the electrical facilities. These estimates will be prepared at the planning, design budgeting and construction stages of the project.

EXHIBIT 2

STEVE SISOLAK, *Governor*
PUOY K. PREMSRIRUT, *Chairwoman*
KARA J. KELLEY, *Vice Chairwoman*
ERIC WITKOSKI, *Executive Director*

STATE OF NEVADA



JAMES B. GIBSON, *Commissioner*
MARILYN KIRKPATRICK, *Commissioner*
JOHN F. MARZ, *Commissioner*
DAN H. STEWART, *Commissioner*
CODY T. WINTERTON, *Commissioner*

**COLORADO RIVER COMMISSION
OF NEVADA**

April 17, 2019

Mr. Scott Hansen
Manager of Engineering
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122

Re: Letter Agreement to Extend "Interlocal Agreement, Contact No. CRCPDP-200 Between the Colorado River Commission of Nevada and the Clark County Water Reclamation District for the Construction, Operation and Maintenance of Electric Facilities" dated June 10, 2009

Dear Mr. Hansen:

Section 4 of the above-referenced contract authorizes renewals for up to four additional terms of five years each, with written agreement of the Parties ninety (90) days prior to the termination date. You and I have agreed verbally to renew the contract for the second additional five-year term, and to waive the requirement for renewal 90 days prior to the termination date. We have further agreed that all other provisions, terms and conditions of the contract will remain the same at this time. The new termination date will be **June 10, 2024**.

Please indicate the Clark County Water Reclamation District's agreement with the terms of this letter agreement extending the contract, by signing two originals in the spaces provided below and returning one signed copy to the Commission's office at 555 E. Washington Avenue, Suite 3100, Las Vegas, NV 89101-1065.

Sincerely,


A handwritten signature in black ink, appearing to read "Robert D. Reese".

Robert D. Reese
Assistant Director of
Engineering and Operations

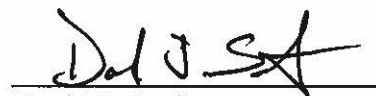
Authorized Representative of the
Clark County Water Reclamation District:

 4/22/2019
Thomas A. Minwegen Date
Deputy General Manager

Authorized Representative of the
Colorado River Commission of Nevada:

 5/15/19
Robert D. Reese Date
Assistant Director of
Engineering and Operations

Approved as to form:

 4/22/17
David J. Stoft Date
General Counsel

Approved as to form:


 5/15/19
Christine Guerci Date
Special Counsel to the
Colorado River Commission of Nevada

EXHIBIT 3

EXHIBIT 3

Scope of Work

**FIRST AMENDMENT TO INTERLOCAL
AGREEMENT CONTRACT NO. CRCPDP-200
BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA AND
THE
CLARK COUNTY WATER RECLAMATION DISTRICT
FOR THE
CONSTRUCTION, OPERATION AND MAINTENANCE
OF ELECTRIC FACILITIES**

Approved:

CCWRD

Date

CRC

Date

CLARK COUNTY WATER RECLAMATION DISTRICT SCOPE OF WORK

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CLARK COUNTY WATER RECLAMATION DISTRICT SCOPE OF WORK

A. EXECUTIVE SUMMARY

The Clark County Water Reclamation District (CCWRD) has requested that the Colorado River Commission of Nevada (CRC) purchase materials, and design, construct, operate and maintain CCWRD-owned substations and medium voltage distribution facilities to be located at the CCWRD Central Plant and Advanced Water Treatment facilities at 5857 East Flamingo Road in Las Vegas, Nevada 89122.

CRC is agreeable to purchasing materials, and designing, constructing, operating and maintaining CCWRD's facilities, subject to the terms set forth in the Interlocal Agreement Contract No. CRCPDP-200 between the CCWRD and the CRC to establish specific roles and responsibilities.

As indicated in this Scope of Work, CRC will design, construct and energize the expansion to the AWT Substation and Rochelle Substation, for an estimated pass through Cost of Six hundred thousand dollars (\$600,000.00). This amount does not include previous funds expended by CCWRD on materials and designs. It further does not include the cost of work to be performed by the CCWRD on the distribution circuits.

B. BACKGROUND

The CCWRD is currently planning the construction of additional facilities and rehabilitation at its Central Plant West Campus and East Campus facilities. These facilities will increase electrical load and will necessitate the construction of additional substation capacity and distribution feeders within the site.

The existing Rochelle and AWT Substations are currently served from several substations and distribution feeders owned and operated by NV Energy.

The CCWRD desires to add additional circuits to add reliability to CCWRD facilities and loads.

Three substations serve the existing and planned increase in load. These substations are:

- Surge Pond
- Rochelle
- AWT

From these substations, underground distribution circuits will be constructed that will tie to the existing underground feeders at the site and to new 15-kV switchgear. Single line diagrams depicting the planned substation facilities and the new underground distribution circuits are provided in Appendix A.

The proposed substations will continue to be interconnected to existing NV Energy 69-kV transmission lines. Through an agreement between CCWRD and NV Energy, NV Energy has provided the loop-in and loop-out of its Winterwood-Clark 69-kV transmission line to serve the Surge Pond Substation. NV Energy has provided a loop-in and loop-out of its Winterwood-Henderson 69-kV transmission line to serve the Rochelle Substation and a loop-in and loop-out of its Winterwood-Linquist 69-kV transmission line to serve the AWT Substation.

C. UTILITY RESPONSIBILITY

NV Energy is currently the electric utility responsible for electric transmission service to the CCWRD at the FWRC. No change in utility responsibility is being considered at this time. The purchase of energy from the CRC is pursuant to a separate agreement.

There is no change to the service or transmission required with this Scope of Work.

D. CRC ROLE AND RESPONSIBILITY

The CCWRD has requested the CRC purchase materials, and design, construct, operate and maintain electric facilities for the required substations and medium voltage distribution circuits to designated demarcation points as discussed later in this Scope of Work. The electrical facilities located at FWRC will remain under the ownership of the CCWRD.

The details of CRC's roles and responsibilities will be provided in the Interlocal Agreement Contract No. CRCPDP-200 between the CCWRD and the CRC. The details will be based upon the Scope of Work, demarcation points, schedules and costs contained within this Scope of Work.

No change in responsibility for the 69-kV transmission line is contemplated. These existing NV Energy 69-kV transmission lines will continue to be owned and operated by NV Energy.

E. FUNDING

The CCWRD will provide advance monthly payment to the CRC for design, purchase of materials and construction of the distribution circuit facilities and their operation and maintenance. As discussed later in this Scope of Work, the CRC has prepared an initial project cost estimate. This estimate will be used to develop a cash flow statement that will serve as the basis for payments. As project work progresses, the CRC will prepare updates of the project cost estimate and cash flow statement and once approved by the CCWRD, these will serve as the basis for future payments. CRC will provide CCWRD with monthly updates of invoices and payroll expenses.

F. PRIOR SUBSTATION DESIGN AND MATERIAL PROCUREMENT

Under an agreement with a Consultant, CCWRD has funded design efforts for circuits from the Rochelle and AWT Substations. The CCWRD has requested the CRC utilize these plans to add the circuits requested. These designs will be supplemented and completed as necessary by the CRC. No prior material has been procured.

G. PRIOR DISTRIBUTION CIRCUIT DESIGN

The design drawings prepared by the Consultant for the planned distribution circuit ductbanks are provided in Appendix A to this Scope of Work. The CRC has reviewed these previously prepared designs and believes additional details must be provided for construction of new circuits at the substations and will provide documents as required.

H. SUBSTATION DESIGN AND CONSTRUCTION SCOPE OF WORK

The CRC will prepare designs, estimates, material specifications and construction specifications and provide related services for the design and construction of the new circuits at the existing substations. Such designs and specifications will include at a minimum, bills of materials, equipment sizes and ratings, material requirements, and all other information required to procure, install, erect and construct the circuits at the Rochelle and AWT substations. In completion of its responsibilities, the CRC may perform the following activities.

- Prepare periodic updates of the initial conceptual substation cost estimate and cash flow statement.
- Prepare periodic updates of the initial substation construction schedule.
- Prepare engineering studies necessary to size equipment, select fuses and determine relay settings.
- The CRC will issue purchase contracts to selected vendors for material procurement.
- Review and approve submittals from vendors.
- Conduct factory inspections of materials as deemed appropriate and necessary.
- Provide construction management services during construction of the substation circuits.
- Conduct field testing and inspection of substation equipment and facilities, and complete functional testing and energization of all substation circuits.
- Prepare as-built drawings for the substations.

I. DISTRIBUTION FEEDER DESIGN AND CONSTRUCTION SCOPE OF WORK

The CCWRD will design and construct the distribution feeder ductbanks from the switch vaults to the termination of the feeder at the CCWRD switchgear. The CRC will furnish and install all necessary cable, and terminations between the substations and the CCWRD connection point.

In completion of its responsibilities, the CRC may perform the following activities.

- Prepare periodic updates of the initial conceptual distribution circuit cost estimate and cash flow statement.
- Prepare periodic updates of the initial distribution circuit construction schedule.
- Prepare engineering studies necessary to verify cable sizes
- The CRC will issue material contracts to selected vendors for material procurement.

J. PERMITTING

As part of the CCWRD's overall expansion and modification of the FWRC facilities, the CCWRD will obtain any necessary permits.

K. SUBSTATION DESIGN

The CRC has reviewed the designs prepared by the Consultant and will modify the existing substations to add the circuits required.

L. DEMARCATON POINTS CRC – NV ENERGY

For design and construction purposes, the demarcation point between NV Energy responsibility and CRC responsibility is the three-pole, self-supporting, 69-kV line termination structures set inside the substation fence. CRC proposes NV Energy retain all work associated with these structures. CRC proposes all work downstream of these structures to be performed by CRC within the substation.

For operation and maintenance purposes, it is proposed the operational demarcation is the 69-kV line isolating switches on the line side of the 69-kV breakers.

M. DEMARCATON POINTS CRC - CCWRD

For design and construction purposes, the proposed demarcation point for ductbank construction responsibility between CCWRD and CRC will be the first vault located outside of each substation as shown by Appendices A. The CCWRD will set and install these designated vaults and all downstream ductbanks.

For 15-kV cable installation, the CRC will be responsible for installation and termination of all cable between the substations and the CCWRD 15-kV intermediate switches, if any.

For operation and maintenance purposes, CRC will operate and maintain all CCWRD equipment and devices within the substation fences. CRC will operate and maintain all distribution feeders between the substation and the CCWRD switchgear, unless CCWRD requests to retain this responsibility in any subsequent operation and maintenance agreement.

N. METERING

CRC will maintain existing metering in the substation. No changes are required in this scope.

O. CRC COMMUNICATIONS

The CRC will continue to remotely monitor and operate the planned substation facilities. This is accomplished from CRC's control center located at the Newport Substation complex in Henderson, Nevada.

P. NV ENERGY COMMUNICATIONS

CRC is unaware of NV Energy required communications to primary metering at the new substations. The nature of required communication will be determined in consultation with the CCWRD and NV Energy. The cost of any equipment to support NV Energy communication requirements has not been included in the cost estimates in this Scope of Work.

Q. STATION SERVICE POWER

Station service power for each of the substations comes from single phase, completely self protected 7200-240/120 volt, 100 kVA station power transformer located at each substation. No changes are required.

R. FENCING

No changes to existing Fencing will be required.

S. SCHEDULE

On-site construction of the required substation expansions is expected to commence in 2021.

T. ESTIMATED COST

For planning purposes, CRC has estimated the costs to construct the expansion of the 15-kV distribution circuits. These costs are summarized in the following table. All costs listed below are in 2021 dollars.

Facility	Costs
Surge Pond Substation	\$0
Rochelle Substation Expansion	\$163,400
AWT Substation Expansion	\$206,000
Mobilization & Demobilization	\$28,500
Total	\$397,900

The above costs do not include any amounts for project permitting other than the supply of technical data to the CCWRD.

The costs quoted are for planning purposes only. **Actual costs will vary from those quoted.** Additional estimates will be prepared by CRC and provided to the CCWRD during construction of the electrical expansion for actual costs.

Appendix A

Existing Electrical System Changes

Approved:

CCWRD **Date**

CRC **Date**

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

For Information Only. Update on Finance and Audit Subcommittee meeting held on August 5, 2021.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide report at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

For Information Only: Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Special Counsel will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

For Information Only: Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, the drought contingency plan, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide report at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM J
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

Comments and questions from the Commission members.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

Selection of the next possible meeting date.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, July 13, 2021, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF SEPTEMBER 14, 2021**

SUBJECT:

Adjournment.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND: