



Memorandum of Advance/Credit

Date Issued: 06/26/2021
Project Number: 3004676851 **Project Title:** CC-TROPICANA AND SWENSON DRAINAGE IMPROV.
Request No: 71586 **Estimate Version :** 3
Applicant Name: COUNTY OF CLARK
Applicant Address: 500 GRAND CENTRAL PARKWAY, LAS VEGAS, NV 89155 **Memorandum Number:** 74018
Applicant Phone: 702-455-6015
Applicant Fax: _____
Applicant Email: BOB.LEUCK@CLARKCOUNTYNV.GOV
Project Coordinator: Brad Reiplinger **Phone Number:** (702)402-6830

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	5.00	0.00	1.00	6.00
Non-Refundable	347,706.00	20,336.00	55,981.00	424,023.00
Credits				0.00
Total Advance Due:				\$424,029.00

If proceeding with contract, please follow the remittance instructions:

1. Please sign contract.
2. Make check, money order, or cashiers check payable to NV Energy. Credit cards not accepted.
3. Write your project number (shown above) on the check.
4. Please remit the contract and payment to the following location:
New Business Contract Administration
ATTN: Rule 9 SCSR
P. O. Box 98910
MS B54RN
Las Vegas, NV 89151

If this payment is related to the final advance, then:

1. Enclose any necessary project documentation required for your project along with your signed contract and payment.
2. NV Energy must receive signed contract, payment, and all required documents before the project will be scheduled for construction.
3. If the signed contract and payment are not returned to NV Energy within ninety (90) days of the date identified above under "Date Issued" or the Tax Gross-up Rate changes before you return the signed contract and payment to NV Energy, NV Energy will re-estimate the costs and provide you with a revised contract.

Contact your project coordinator at (702)402-6830 with any questions or concerns. Thank you!

Note: All executed documents will be sent via email to the address above.

Check if you require to receive documents through U.S. Mail

This memorandum is provided for informational purposes only.

Accounting Sheet



Project ID: 3004676851 **Project Title:** CC-TROPICANA AND SWENSON DRAINAGE IMPROV.
Request No: 71586 **Estimate Version:** 3 **Substation PID:**

A) Subject To Refund Taxable Amount (252.000,107.000)		B) Subject To Refund Tax (253.000,253.030)	
Contracts(252.000)	0.00	(A-252)*Tax Rate(%) (253.000)	0.00
Contracts(107.000)	5.00	(A-107)*Tax Rate(%) (253.030)	1.00
Proportionate Share Attachment(252.000)	0.00	Total	1.00
Total	5.00		
C) Non-Refundable Taxable Amount (107.000, 253.075)		D) Non-Refundable Tax (253.030)	
Contract - RULE9 CIAC	347,706.00	(C-107) Rule 9 Tax(%)	55,981.00
CONTRACT-RULE 9 CIAC (over \$500k)	0.00	Total Tax	55,981.00
Non Standard Inspection (overtime, multiple)			
Total	347,706.00		
E) Non-Refundable (Non Cash) Tax (253.090)		F) Subject To Refund / Non-Taxable Amount (252.000,107.000)	
Estimated value of non-cash contribution	0.00	For 252.000	0.00
Distribution Substructure Tax	0.00	For 107.000 (or Design Advance)	0.00
Total	0.00	Total	0.00
G) Non - Refundable / Non-Taxable Amount (107.000, 253.075)		H) Non-Refundable / Non-Taxable Amount (108.000, 253.075)	
Public Good Rule 9	0.00	Non- Taxable(Removal) Rule 9	20,336.00
PUBLIC GOOD Rule 9 (over \$500k)	0.00	Non-Taxable (Removal) Rule 9 (over \$500k)	0.00
Non Standard Inspection (overtime, multiple)		Non- Standard Inspection (overtime, multiple)	
Total	0.00	Total	20,336.00
		I) Credits (107.000)	
		Applicant Installed Credit / Misc	0.00
		Gas Service Credit	0.00
		Retention Amount	0.00
		For 107.000 (or Design Advance)	
		Total	0.00
Applicant Advance			
	424,029.00		

Cash Ticket



Project ID :	3004676851	Project Title :	CC-TROPICANA AND SWENSON DRAINAGE IMPROV.					
Accounting Sheet ID :	110229	Coordinator :	Brad Reiplinger				Budget ID :	D5105
DESCRIPTION	ACCOUNT	DEPT	PRODUCT	PROJECT	ACTIVITY ID	RESOURCE TYPE	CATEGORY	AMOUNT
(A.1) Cust Advance-Refundable-Taxable - Liab (252)	252000	D306	410	3004676851C	A622	85	C305	\$0.00
(F.1) Cust Advance-Refundable-Non-Taxable - Liab (252)	252000	D306	410	3004676851C	A622	85	C305	\$0.00
(A.2) CIAC - Refundable-Taxable-CWIP (107)	107000	D306	410	3004676851	A626	85	C305	\$5.00
(F.2) CIAC - Refundable-Non-Taxable-CWIP (107)	107000	D306	410	3004676851	A628	85	C305	\$0.00
(C) CIAC - Non-Refundable-Taxable-CWIP (107)	107000	D306	410	3004676851	A627	85	C305	\$347,706.00
(C) Advance Subject to Cancellation	253075	D306	410	3004676851	A622	85	C305	\$0.00
(G) CIAC - Non-Refundable-Non-Taxable-CWIP (107)	107000	D306	410	3004676851	A629	86	C305	\$0.00
(G) Advance Subject to Cancellation	253075	D306	410	3004676851	A627	85	C305	\$0.00
(B.1) Tax Gross-up-(on 252000) - Refundable Advance	253000	D306	410	3004676851C	A623	85	C305	\$0.00
(B.2) Tax Gross-up-(on 107000) - Refundable CIAC	253030	D306	410	3004676851C	A620	85	C305	\$1.00
(D) Tax Gross-up-(on 107000) - Non-Refundable CIAC	253030	D306	410	3004676851	A620	85	C305	\$55,981.00
(E) Tax Gross-up-Trench Tax	253090	D306	410					\$0.00
(H) RWIP Cost of Removal (non-refund & non-taxable)	108000	D306	410	3004676851	A604	86	C305	\$20,336.00
(H) Advance Subject to Cancellation	253075	D306	410	3004676851	A627	85	C305	\$0.00
(C) Customer Paid Overtime - RWIP - taxable	107000	D306	410	3004676851	A627	85	C305	\$0.00
(G) Customer Paid Overtime - CWIP - Non - taxable	107000	D306	410	3004676851	A629	86	C305	\$0.00
(H) Customer Paid Overtime - RWIP - Non - taxable	108000	D306	410	3004676851	A629	86	C305	\$0.00
(I) Engineering Advance - CWIP - Other	107000	D306	410	3004676851	A628	85	C305	\$0.00
(I) Applicant Installed Credit/Misc.-(CWIP-Install-Other)	107000	D306	410	3004676851	A357	81	C305	\$0.00
(I) Gas Main Credit - (CWIP-Install-Other)	107000	D306	410	3004676851	A357	81	C305	\$0.00
(I) Gas Service Credit - (CWIP-Install-Other)	107000	D306	410	0020000121	A357	81	C305	\$0.00
Job Order Cash Receipt - Other Advances	186201	D306	410	3004676851	A606	81	C305	0.00
(I) Retention Amount	107000	D306	410	3004676851	A628	85	C305	\$0.00
Total Cost								\$424,029.00
(I) Credit Contract	107000	D306	410	0020000121	A626	85	C305	\$0.00



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3004676851
Project Title: CC-TROPICANA AND
SWENSON DRAINAGE
IMPROV.
Agreement No.: 81273

This Rule 9 Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and County of Clark, a political subdivision of the State of Nevada, on behalf of its Department of PUBLIC WORKS ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

- A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.
- B. Applicant has requested an Alteration of Existing Facilities and/or Service to its Development.
- C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Agreement, Utility will complete the Project.
- D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and the Electric System and that Utility will only waive or approve a particular conflict with the Development by issuing a government authorization letter.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

- 1.1 Project. In order to provide 0 KVA of Service to Applicant and/or perform an Alteration of Existing Facilities, Utility will modify the Electric System as shown on the Design titled CC-TROPICANA AND SWENSON DRAINAGE IMPROV. and attached as Exhibit A.
- 1.2 Estimated Total Costs. The Estimated Total Costs for the Project are **\$369,608.00**, as summarized on Exhibit B.
- 1.3 Estimated Advance. The estimated Advance is **\$424,029.00**, consisting of:
 - (A) CIAC. An estimated CIAC in the amount of **\$368,042.00 ("Estimated CIAC")**. This amount includes a non-taxable, non-refundable cost of **\$20,336.00** and a taxable, non-refundable cost of **\$347,706.00**. If the Estimated CIAC exceeds \$40,000, it is subject to a Total Cost True-up.
 - (B) Advance Subject to Potential Refund. An Advance Subject to Potential Refund in the amount of **\$5.00**. This amount includes Applicant's responsibility for any Proportionate Share Allocation and any applicable Commission order in the amount of **\$0.00**.
 - (C) Tax Gross-Up. The estimated Tax Gross-up is:



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- (1) Advance Subject to Potential Refund. A Tax Gross-up relating to the Advance Subject to Potential Refund in the amount of **\$1.00**. This Tax Gross-up is subject to refund.
- (2) CIAC. A Tax Gross-up relating to CIAC in the amount of **\$55,981.00**. This Tax Gross-up is subject to adjustment in connection with any Total Cost True-Up.
- (3) Non-Cash Contributions. A Tax Gross-up relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **\$0.00**. This Tax Gross-up is not subject to refund.

1.4 Up-front Allowance. The Maximum Allowance is **\$0.00**. As shown on Exhibit C, the Up-front Allowance is **\$0.00**.

1.5 Payment. Applicant must pay Utility **\$424,029.00**, described as the "Total Advance Due" on Exhibit B, ("Initial Amount") within sixty (60) days of the Effective Date and receipt of an invoice for the Initial Amount. When calculating this Initial Amount, Utility applied any Up-front Allowance and, if applicable, a credit for any Utility Betterment.

1.6 Related Contracts.

(A) Proportionate Share Contracts. If Applicant attaches to a Line Extension installed by a previous Applicant (defined in Rule 1), such as those identified in this Subsection, Applicant must pay a Proportionate Share Allocation(s). The Proportionate Share Allocation(s) and any Tax Gross-up associated with them are included in the Initial Amount and Not to Exceed Amount.

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

(B) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

2. Description and Design of the Project

2.1 Design for Project: Amendment. The design for the Project, including any Betterments is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant and Utility are bound by and must comply with all notes on the Design. If any Contingent Facilities are identified on the Design and not installed, then the Design will change, and the Total Costs, may change. The Parties may revise the Design by amending this Agreement in accordance with Section 11.10.



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- 2.2 Condition to Providing Service. Utility is not obligated to provide electric Service to the Development and may stop work on the Project until after Applicant meets its obligations under Section 4.9 to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development or continues working on the Project even though conflicts remain, Applicant is responsible for resolving those conflicts at its Total Cost and to Utility's satisfaction and Applicant must (at its Total Cost) acquire and deliver to Utility all Property Rights Utility deems necessary unless Utility is required by the Franchise Agreement between Utility and Applicant dated January 18, 2005 ("**Franchise Agreement**") to resolve those conflicts and obtain those Property Rights at Utility's expense.
- 2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay Construction Complete and Service to the Development.
- 2.4 Sources of Power. The sources of power from the Electric System to the Development are subject to change, at Utility's discretion.
- 2.5 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other Customers or Applicants.

3. Betterments; Refunds; True-Ups

- 3.1 Applicant Betterments. Applicant is responsible for the Total Costs associated with Applicant Betterments. The Estimated Total Cost of any Applicant Betterments is identified on Exhibit B. The Design identifies any Applicant Betterment. Utility is responsible for all costs associated with Utility Betterments. All Betterments installed by Applicant and Utility under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. The Section 6 guarantees also apply to any Betterment.
- 3.2 Limitation on Refunds. In accordance with Rule 9, Applicant may receive Proportionate Share Refunds. The Advance Subject to Potential Refund is the maximum possible Refund that Applicant may receive. The Refund may range from \$0 to the balance of the Advance Subject to Potential Refund.
- 3.3 Performance of True-Ups. Utility will perform any Allowance True-up if required and in accordance with Rule 9, Section A.31. Utility will perform any Total Cost True-up if required and in accordance with Rule 9, Section A.31. After Utility performs any required Allowance True-up and/or Total Cost True-up, Utility will either invoice Applicant or provide a Refund to Applicant. In accordance with Rule 9, Section A.31, Utility might perform more than one Allowance True-up and/or send Applicant an invoice(s) or Refund for Total Cost items that were finalized or became known after the original Total Cost True-up.

4. Applicant's Obligations

- 4.1 Responsibility for Total Costs. Subject to the monetary limitations set forth in Section 4.4 and except for those costs Utility is specifically responsible for under Rule 9 or the Franchise Agreement, Applicant is responsible for the Total Costs. The actual Total Costs



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might be more or less than the Estimated Total Costs, and it is possible that not all amounts are included in the Initial Payment; however, Applicant is required to pay Total Costs in accordance with Rule 9. It is the intention of the Parties to avoid AFUDC charges. If AFUDC charges accumulate, they are included in the definition of Total Costs.

- 4.2 Purchase Order. Applicant must deliver a purchase order to Utility in the amount of \$424,029.00. At Applicant's option, Applicant may deliver a purchase order to Utility that is greater than the Estimated Total Costs for the Project. Utility has no obligation to continue or begin any work in connection with this Agreement until after it receives the Initial Amount and purchase order from Applicant.
- 4.3 Modifying Purchase Order. At any time after Utility receives the purchase order required by Section 4.2, Utility may send Applicant a written request to increase the purchase order up to the Not to Exceed Amount, as amended, together with an amended Exhibit B. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility (without liability to Applicant) may stop all work on the Project. Notwithstanding Section 11.10, the modified purchase order identified by Utility will replace the amount identified in Section 4.2. The modified purchase order must not exceed the "Not to Exceed Amount" (defined in Section 4.4 - as that amount is revised from time to time in accordance with Section 4.5).
- 4.4 Not to Exceed Amount. Notwithstanding Section 1.2, Section 1.5 and Section 4.1, the Total Costs Applicant owes Utility under this Agreement must not exceed \$572,439.00 ("**Not to Exceed Amount**"). Applicant acknowledges that the Not to Exceed Amount includes contingency (Total Costs that may exceed the Estimated Total Costs for the Project). The Parties may revise the Not to Exceed Amount in accordance with Section 4.5.
- 4.5 Increase in Not to Exceed Amount.
- (A) Notice of Increase. After determining that there may be a possible increase in the Not to Exceed Amount, Utility must provide written notice, using Commercially Reasonable Efforts, to Applicant's Project Coordinator ("**Section 4.5(A) Notice**"). This written notice must (1) provide a brief explanation of why the Not to Exceed Amount might increase and (2) identify the revised Not to Exceed Amount.
- (B) Approval of Increase in Not to Exceed Amount. Applicant must use Commercially Reasonable Efforts to submit an amended Agreement and a request for additional funding and approval of an increase in the Not to Exceed Amount to the BCC or County Manager within thirty (30) days after Utility provides the Section 4.5(A) Notice.
- (C) Continuing Work During 30-Day Period. Utility will continue performing work on the Project for thirty (30) days after the Section 4.5(A) Notice is provided but reserves the right to not complete the Project unless an increase is approved. If Applicant does not approve the increase to the Not to Exceed Amount before that 30-day period expires, Utility (without liability to Applicant) may stop all work on the Project.
- (D) Minimizing Costs If the BCC Does Not Approve an Increase in Not to Exceed Amount. If Applicant – through the BCC or County Manager – does not approve an increase in the Not to Exceed Amount within six (6) months after the Section 4.5(A) Notice is provided, then Utility in its discretion and without liability to Applicant is not obligated to continue working on the Project and this Agreement will terminate in accordance with Section 12.



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- 4.6 Applicant's Obligation to Pay Tax Gross-Up. If Utility underestimates the Tax Gross-up or does not include an amount for Tax Gross-up and the Internal Revenue Service later determines that Utility – because of the modifications to the Electric System – is subject to such tax liability, Applicant must pay Utility the Tax Gross-up, including interest and penalties. The estimated Tax Effect is \$55,982.00. This Subsection is not subject to the monetary limitations set forth in Section 4.4.
- 4.7 Payment of Advances. Subject to the monetary limitations set forth in Section 4.4, Applicant must pay all Advances based on the Estimated Total Costs identified initially in Exhibit B and those identified subsequently by Utility in accordance with Rule 9.
- 4.8 Obligation to Construct Facilities in Compliance with Laws. At its expense, Applicant and its contractors must construct and install Rule 9, Section A.12.a improvements as shown on the Design, in a manner consistent with the Property Rights for those improvements and in compliance with all Permits, applicable Laws, Utility's Standards, the Tariff Schedules and the National Electrical Safety Code. This Subsection is not subject to the monetary limitations set forth in Section 4.4.
- 4.9 Identification and Resolution of Conflicts: Costs Associated with Conflicts. Utility is not obligated to provide Service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction (and this Section is not subject to the monetary limitations set forth in Section 4.4), unless Utility is required to resolve all conflicts at its expense under the Franchise Agreement.
- (A) Identification of Conflicts. To the extent reasonably known at the time of submittal, Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's Electric System located within the Development, (2) the Development and Utility's Electric System located within or adjacent to offsite improvements required for the Development, (3) the Development and Utility's Electric System located adjacent to the Development, and (4) the Development and Utility's Property Rights within and adjacent to the Development. In addition to submitting that information to Utility's Project Coordinator, Applicant must also submit that information to Utility's Property Services Department and follow Utility's conflict resolution process as set forth on Utility's website at <http://www.nvenergy.com/business/newconstruction.cfm> (as supplemented by Utility from time to time). Utility will only waive or approve a particular conflict with Applicant's Development by issuing a government authorization letter.
- (B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant or its contractors damage, have damaged, render unsafe or have rendered unsafe Utility's Electric System located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must or require its contractors to (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) if necessary, provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).



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- (C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant or its contractors interfered with Utility's Property Rights, Applicant must or require its contractors to (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).
- 4.10 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Utility might periodically invoice Applicant in connection with this Agreement. Utility must deliver the invoice to Applicant in accordance with the "Notices" Section. Applicant must pay Utility's invoices within sixty (60) days of receipt. Applicant must reference PID 3004676851 on any payment. If Utility does not receive timely payment of its invoices, then Utility (without liability to Applicant) may stop work on the Project until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Project.
- 4.11 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.
- 4.12 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility and to notify Utility of any inconsistencies between the Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities and Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities constructed, or being constructed, for the Project:
- (A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or
 - (B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
 - (C) That were installed by Applicant outside the Property Rights intended for such facilities; or
 - (D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the Property Rights intended for such facilities.
- 4.13 Inspection of and Responsibility for Rule 9, Section A.12.a Improvements Installed by Applicant. For Rule 9, Section A.12.a improvements installed by Applicant, Applicant must:



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- (A) Allow Utility to inspect any trenching performed by Applicant or its contractors and any risers, transformer pads, conduits and other substructures installed by Applicant or its contractors.
- (B) Maintain, repair, and (as Utility deems necessary) replace any risers, transformer pads, conduits and other substructures installed by Applicant or its contractors until Utility's Acceptance, in addition to providing the guarantees in Section 6. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense) must replace the damaged conduit.

4.14 Obligation to Provide Information to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and within ten (10) business days of Utility's written request, Applicant must provide the most current and accurate information and documentation available that is requested by Utility, including but not limited to information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a.

5. Property Rights; Ownership; Discharging Liens

5.1 Obligation to Acquire and Convey Property Rights.

- (A) Applicant's Obligation to Grant and Convey Property Rights. Applicant must, without expense to Utility, grant and convey to Utility (or use Commercially Reasonable Efforts to obtain for Utility) all Property Rights in a manner that is reasonably satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights). The facilities and equipment associated with the Project and any Betterments will be located and placed in accordance with the "Design Approval Agreement." If there is a conflict between this Section and Rule 9, Rule 9 supersedes this Section.
- (B) Applicant's Option to Request That Utility Acquire Property Rights. If Applicant cannot obtain one or more Property Rights, Utility (at Applicant's Total Cost and written request) will, if permitted by Law, acquire those Property Rights so that they are satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).
- (C) Appraisal of Property Rights. If Utility determines that there is a Tax Gross-up, (1) Applicant will give Utility any appraisal(s) of the Property Rights or (2) if no appraisal(s) are available or were conducted, Utility (at Applicant's Cost), may direct Applicant to obtain an appraisal(s) of the Property Right acquired by Applicant for Utility and Applicant must give Utility a copy of those appraisals.

5.2 Condition to Commencing Construction. Neither Party is obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).



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- 5.3 Responsibility for Use of Utility's Property Rights. In connection with any Rule 9, Section A. 12.a improvements or other work performed by Applicant's contractors in connection with this Agreement, Applicant must require its contractors to comply with, and be responsible for any violation or breach of, the terms and conditions in all Property Rights documents provided to Applicant by Utility pursuant to the Design Initiation Agreement(s) for the Project or in connection with Section 2.1.
- 5.4 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Betterments, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility (not Applicant) owns all material Utility orders for the Project for use on Utility's side of the Point of Delivery. Upon Utility's written request, Applicant or its contractor will sign and deliver a bill of sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the Electric System facilities constructed and equipment installed by Applicant under this Agreement (the "**Applicant-Installed Improvements**") to Utility and certifies that these Applicant-Installed Improvements are free of Liens and other encumbrances. Utility has the right to use, and allow other Customers to use, any facilities constructed and equipment installed under this Agreement for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use any facilities constructed and equipment installed under this Agreement if Utility is required to do so by the federal Telecommunications Act or other applicable Laws.
- 5.5 Release of Lien or Claim. If any lien, claim, judgment, security interest, or encumbrance ("**Lien**") arises out of any work performed or material and equipment installed in connection with this Agreement by Applicant, its contractors, its subcontractors of any tier, and all laborers, materialmen, mechanics, and other similar persons, Applicant (at its expense) is responsible for removing that Lien or directing its contractor to remove that lien.

6. Guarantees

- 6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following completion of the Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.
- 6.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 6.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within sixty (60) days of receiving an invoice from Utility.



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6.3 Modification or Relocation of Electric Facilities. If Applicant requests that the Line Extension or relocation be constructed prior to the establishment of final grade or the alignment of the roads, streets, or alleys and a conflict arises, Applicant is responsible for the Total Cost to relocate, modify and remove the electric facilities in accordance with Rule 9, Section A.10. Any replacement Property Rights Utility determines are needed must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

7. Default

7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement, within ten (10) days of receiving written notice of such failure from the other Party ("**Non-Defaulting Party**"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date that is dependent on Applicant's or a third-party's performance is not an event of default.

7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator and to the Utility department identified in Section 13.2, Applicant must also send a copy of any notice required under Section 7 to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8. Confidentiality

8.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, may be confidential.

8.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

8.3 Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all Confidential Information strictly confidential and not disclose any Confidential Information to any person or entity except as expressly approved in writing in advance by Utility.

8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies and extracts.

8.5 Sharing Confidential Information. Applicant may disclose confidential information to its affiliates, attorneys, consultants, contractors and subcontractors (individually, a "**Third Party**"); provided, however, Utility approves disclosure to the particular Third Party in writing in advance. Applicant will require these Third Parties abide by the terms of this Confidentiality Section.



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- 8.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this "Confidentiality" Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel, if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

9. Force Majeure

- 9.1 Notice of Force Majeure Event. If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause and estimated duration of the Force Majeure Event.
- 9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.
- 9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure Event has ended and when performance will resume.
- 9.4 Liability; Termination Option. Utility is not liable to Applicant for Total Costs incurred as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A.27.c.4 and with prior written notice to Applicant, Utility may terminate the Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders Project performance impossible or impractical.
- 9.5 Notice to Utility's Legal Department. In addition to sending notices required under this "Force Majeure" Section to the Project Coordinator, the affected Party must also send a copy of all required notices to the other Party's Legal Department at the address specified in the "Notices" Section of this Agreement.



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10. Representations

- 10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.
- 10.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

11. Miscellaneous Provisions

- 11.1 Insurance. Applicant must require that the contractor performing work in connection with this Agreement to procure and maintain in effect the insurance coverages set forth in Exhibit D until after Utility's Acceptance of the work. Applicant represents that it will not use its own work force to trench or install any electrical facilities in connection with this Agreement.
- 11.2 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties in accordance with Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 11.10, this Agreement as it pertains to the Tariff Schedules is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.3 Integration. This Agreement, together with documents executed by both Parties and with the same formality as this Agreement including but not limited to the Franchise Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 11.4 Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.
- 11.5 Limitation of Damages.
- (A) Utility. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any of Applicant's consequential, indirect, exemplary or incidental damages in connection with this Agreement, including, but not limited to, damages based upon Applicant's delay, lost revenues or profits.



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- (B) Applicant. Notwithstanding anything to the contrary and except with respect to Applicant's obligations under this Agreement, Applicant is not liable to Utility for any of Utility's consequential, indirect, exemplary or incidental damages in connection with this Agreement, including, but not limited to, damages based upon Utility's delay, lost revenues or profits. However, this Subsection (B) does not limit Applicant's obligations or liability, and Utility does not waive its rights, under NRS 704.800 and 704.805 (as amended or supplemented).
- 11.6 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.
- 11.7 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.
- 11.8 Independent Contractor. Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. All Persons engaged in fulfilling Applicant's obligations under this Agreement are either employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.
- 11.9 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
- 11.10 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed formally by the Parties through their authorized representatives.
- 11.11 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as a Party's contractors, any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- 11.12 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.



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- 11.13 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
- 11.14 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.
- 11.15 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to attempt to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
- 11.16 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.
- 11.17 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

12. Term and Termination

- 12.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless terminated earlier under this Agreement.
- 12.2 Termination of Project by Applicant or Mutual Agreement. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.
- 12.3 Termination of Project by Utility. Utility may terminate the Project in accordance with Rule 9, Section A.27.c. If Utility terminates the Project under Rule 9, Section A.27.c(2) or Rule 9, Section A.27(c)(3), this Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant, or made Commercially Reasonable Efforts to do so.



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12.4 Surviving Obligations.

- (A) When Proceeding with Construction. If Applicant or Utility constructs any portion of the Project, any default, expiration or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for the portion of the Project constructed as it relates to:
- (1) Obligations under Section 4.8;
 - (2) Obligations under Section 4.12;
 - (3) Obligations under Section 5;
 - (4) Obligations under Section 6;
 - (5) Obligations that arise under Section 11.1.
- (B) All Circumstances. Any default, expiration or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:
- (1) Obligations under Section 8; and
 - (2) Subject to Section 4.4 as clarified in other Sections, paying the Total Costs associated with this Agreement incurred before default or termination or excuse of performance and paying Total Costs that result from default, termination and excuse of performance.
- (C) Continuing Application. The provisions of Section 4.10, Section 4.11, Section 11.2, Section 11.5, Section 11.6, and Section 13 continue to apply to Section 12.4.

13. Notices

- 13.1 Method of Delivery: Contacts. Each notice required or permitted under this Agreement or Rule 9 must be in writing, reference PID 3004676851, be delivered personally, sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and be addressed to the Party's Project Coordinator as set forth below. However, electronic mail is also valid and effective for notices and communications being provided under Rule 9, Section A.2.e.

Utility:

NV Energy
Reiplinger, Brad (NV Energy)
Physical Address: 7155 Lindell Road, Las Vegas, NV 89118
Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151
Telephone No.: (702)402-6830
Email Address: Brad.Reiplinger@nvenergy.com

Applicant:

Clark County
BOB LEUCK
Physical Address: 500 South Grand Central Parkway



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Mailing Address: not applicable
Telephone No.: 702-455-6015
Email Address: BOB.LEUCK@CLARKCOUNTYNV.GOV

13.2 Additional Notices.

- (A) To Utility. For any notice given by Applicant to Utility under Section 7, Section 9, Section 12.2, Rule 9, Section A.28, Rule 9, Section A.32.b, Rule 9, Section A.32.d, to review certain CIAC True-up Support or to review certain Total Cost True-up Support, Applicant must also send a copy to:

NV Energy Attn.: Rule 9 Contract Administration 7155 Lindell Rd M/S B90SD Las Vegas, NV 89118 Email Address: Rule9department@nvenergy.com

- (B) To Applicant. If Utility receives a failed delivery notification or an out-of-office notification after sending a Rule 9, Section A.2.e notice or communication to Applicant using electronic mail, Utility must then send that notice or communication to Applicant using electronic mail as follows:

Design Manager
Email Address: bob.leuck@clarkcountynv.gov

and

Traffic Manager
Email Address: kyazdani@clarkcountynv.gov

- 13.3 Notice to Utility's Legal Department. For any notice given under Section 7, Section 8, Section 9, Section 12.2 or Rule 9, Section A.28, the Party providing notice must also send a copy to the other Party's legal department. Notwithstanding Section 14.1, this notice is not effective if provided through electronic mail and may only be delivered to the following address:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146

Clark County, Nevada – Government Center
Attn: District Attorney's Office, Civil Division
500 South Grand Central Parkway, 5th Floor
Las Vegas, Nevada 89155

- 13.4 Receipt of Notice: Change of Information. Each notice required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the date officially recorded as delivered according to the record of delivery if mailed by certified mail; or (C) on the date officially recorded as delivered according to the record of delivery if delivered by courier. And, for notices and communications provided under Rule 9, Section A.2.e by electronic mail, the



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notice or communication is deemed received on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification or an out-of-office notification. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

14. Definitions

- 14.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Contribution in Aid of Construction ("CIAC"); Customer; Maximum Demand; Line Extension; Service; Standards.
- 14.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Advance Subject to Potential Refund; Affiliate; Allowance True-up; Alteration of Existing Facilities; Commercially Reasonable Efforts; Construction Complete; Contingent Facilities; Estimated Total Costs; Maximum Allowance; Person; Project; Property Rights; Proportionate Share Allocation; Refund; Tax Gross-up; Total Costs; Total Cost True-up; Total Cost True-up Support; Up-front Allowance.
- 14.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:
- (A) Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.
 - (B) AFUDC: Allowance for Funds Used During Construction.
 - (C) BCC: Clark County Board of County Commissioners.
 - (D) Betterment: Any deviation or upgrade to the Project made primarily for the benefit of and at a Party's voluntary election that involves:
 - (1) Facilities in excess of the Minimum Requirements necessary to meet the Applicant's requirements for Service or Utility's requirements for an Alteration of Existing Facilities; or
 - (2) An alternate route for the facilities as set forth in Rule 9, Section A.5.
 - (E) County Manager: The County Manager or the individual authorized by the BCC to approve amendments related to this Agreement.
 - (F) Development: Applicant's project for which Applicant has requested that Utility prepare the Design for new Service and/or an Alteration of Existing Facilities. The Development is commonly known as CC-TROPICANA AND SWENSON DRAINAGE IMPROV. and involves Government/Public Works.
 - (G) Effective Date: The date this Agreement is last signed below.
 - (H) Electric System: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.



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- (I) Force Majeure Event: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.
- (J) Franchise Agreement: The Franchise Agreement between Utility and Applicant dated January 18, 2005.
- (K) Law: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.
- (L) Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.
- (M) Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 13.1.
- (N) Project ID ("PID"): : The identification number Utility assigns to a Project.
- (O) Property: The premise(s) owned or controlled by Applicant commonly known as TROPICANA AND SWENSON and further described as being within Assessor's Parcel Number(s) (APN(s))16227501002, 16227510001, 16227502001.
- (P) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- (Q) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.
- (R) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric Customers, as those rates, charges, and rules are amended from time to time.

[signature page follows]



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UTILITY:

Nevada Power Company d/b/a NV Energy

By: *Eric Gernhart*
Eric Gernhart (Jul 20, 2021 10:09 PDT)
Printed Name: Eric Gernhart
Title: Manager, Rule 9 & Joint Use Contracts
Date: Jul 20, 2021

APPLICANT:

County of Clark

By: _____
Signature
Printed Name: **RANDALL J. TARR**
Title: **Assistant County Manager**
Date: 8/17/2021 (BCC)

APPROVED AS TO FORM:
Laura C. Rehfeldt 8/4/2021
Signature (Date)

Deputy District Attorney
Printed Name: **LAURA C. REHFELDT**



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Exhibit A

Design

[Attached]

FAX: 214-61-27
 APN: 1627720001
 1627720003
 1627720014



CENTERLINE STATION TABLE

STATION	CHORD BEARING	CHORD DISTANCE	CUMULATIVE DISTANCE
0+00			0.00
1+00			100.00
2+00			200.00
3+00			300.00
4+00			400.00
5+00			500.00
6+00			600.00
7+00			700.00
8+00			800.00
9+00			900.00
10+00			1000.00

STATION TABLE

STATION	CHORD BEARING	CHORD DISTANCE	CUMULATIVE DISTANCE
0+00			0.00
1+00			100.00
2+00			200.00
3+00			300.00
4+00			400.00
5+00			500.00
6+00			600.00
7+00			700.00
8+00			800.00
9+00			900.00
10+00			1000.00

SUBSTRUCTURE INFORMATION
 NO. 1
 NO. 2
 NO. 3
 NO. 4
 NO. 5
 NO. 6
 NO. 7
 NO. 8
 NO. 9
 NO. 10

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	ISSUE FOR PERMIT	4/1/2021	
2	REVISIONS		
3			
4			
5			
6			
7			
8			
9			
10			

NON-STANDARD

PROJECT PURPOSE:
 CLAR & PARCELS OF 0.4 & 0.5 AC. TO BE REDEVELOPED
 TUTORUM FROM PALE LINE TO LF SWITCH #22779.
 REMOVE POLES P32184, T2569A, P34371, REDUCT POLE
 P33182.
 REMOVE URM1199 & ULL4076, ABANDON BOX AND PAD

EXHIBIT 'A'

DESIGN INFORMATION:
 PHONE: (727) 292-5144
 INSURER: COMMERCE BANK
 DCA: 1627720001
 INSPECTOR: JACQUELINE M. LAMBERT, P.E.
 STAND BY: (727) 467-4450
 AEA INFORMATION:
 JEA ADMIN PHONE: (727) 467-2921
 SUBMITTER: JACQUELINE M. LAMBERT, P.E.
 APPLICANT CONTACT: JACQUELINE M. LAMBERT, P.E.
 APPROVAL DATE: 2/11/2021
 AGENCY(S): CLARK

CLARK COUNTY PUBLIC UTILITIES
 ENGINEER/CONTRACTOR SHALL OBTAIN &
 COUNTY APPROVAL BEFORE ANY EXCAVATION WORK
 WITHIN CLARK COUNTY RIGHT-OF-WAY

DATE: 2/11/2021
 COUNTY PERMIT FOR WORK DONE
 WITHIN CLARK COUNTY RIGHT-OF-WAY

EXCAVATION PERMIT # _____
 EXCAVATION CONTRACTOR # _____
 EXCAVATION CONTRACTOR LICENSE # _____
 EXCAVATION CONTRACTOR EXPIRES _____

APPROVED FOR PERMITTING
 ONLY. OBTAINING PERMITS IS THE RESPONSIBILITY OF
 THE APPLICANT. NIGHT WORK IS PROHIBITED.
 ENFORCEMENT PERMIT # _____

CLARK COUNTY PUBLIC UTILITIES
 ENGINEER/CONTRACTOR SHALL OBTAIN &
 COUNTY APPROVAL BEFORE ANY EXCAVATION WORK
 WITHIN CLARK COUNTY RIGHT-OF-WAY

CC-TROPICANA AND SWENSON DRAINAGE IMPROV.

TROPICANA AND SWENSON
 PROJ.#3004576651 SCALE: 1"=30'
 SHEET # 4 OF 4 DATE: 7/28/2020

INVERTED 'A'



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3004676851
Project Title: CC-TROPICANA AND
SWENSON DRAINAGE
IMPROV.
Agreement No.: 81273

**Exhibit B
Cost Worksheet**

[Attached]

Cost Worksheet ("Exhibit - B")



Advance Summary

Advance Subject to Refund		Current Tax Rate	16.10
Non-Taxable Advance	0.00	Total Non-Taxable	20,336.00
Taxable Advance	5.00	Total Taxable (Less Tax)	347,711.00
Tax	1.00	Total Tax	55,982.00
Total Advance Subject to Refund	6.00	Total Contract Amount	424,029.00
		(subject to credits)	
Non-Refundable Advance			
Non-Taxable Advance	20,336.00		
Taxable Advance	347,706.00		
Tax	55,981.00	Customer Contributed facilities value	0.00
Substructures Tax	0.00		
Total Non-Refundable Advance	424,023.00		
Total Contract Amount	424,029.00		
(subject to credits)			
Applicant Installed Conduit Credit	0.00		
Applicant Installed Oversized Facilities	0.00		
Applicant Installed Facilities Credit	0.00		
Applicant Installed Service	0.00		
Reimbursement Credit			
Utility Betterment Expenses			
Retention Percentage	0.00		
Applicant Credit	0.00		
Retention Amount	0.00		
Design Advance			
Total Applicant Advance/Credit	424,029.00		



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**Exhibit C
Allowance Worksheet**

[Attached]



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Exhibit D

Insurance Coverages

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors who are performing work in connection with this Agreement to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) Workers' Compensation. Workers' compensation insurance in the form and manner required by the State of Nevada;
 - (B) Employer's Liability Insurance. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each bodily injury by accident; (2) one million dollars (\$1,000,000.00) per each employee bodily injury by disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each bodily injury by occupational disease.
 - (C) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00);
 - (D) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00); and
 - (E) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a per occurrence limit of not less than five million dollars (\$5,000,000.00) and an annual aggregate limit of not less than ten million dollars (\$10,000,000.00). The excess/umbrella policy must also contain a "follow-form provision" such that the excess/umbrella policy at a minimum responds to the same losses as the underlying policies of General Liability, Auto Liability and Employer's Liability.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is "A" Rated or better by A.M. Best Company (see www.ambest.com) and must include the following provisions or endorsements:
 - (A) Additional Insured. Naming Nevada Power Company, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.
 - (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.
 - (D) Separation of Insured. Providing for "Separation of Insured" coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) Conversion from Claim Made to Occurrence. Providing that, if any policy is maintained on a "claims made" form and is converted to an "occurrence form", the new policy will be endorsed to provide coverage back to a retroactive date acceptable to Utility.



RULE 9
LINE EXTENSION AGREEMENT

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- (F) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before the above insurance expires, is cancelled, or is altered.
3. Additional Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the above insurance expires, is cancelled, or is altered.
 4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.
 5. Certificate of Insurance. Before Applicant or its contractors commence any work in the Work Area, Applicant must cause its contractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.






3004676851 - CC Trop and Swenson Storm Drain LEA

Final Audit Report

2021-07-20

Created:	2021-07-20
By:	Jeff Rockwell (jeffrey.rockwell@nvenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsFFsvzWagsyUArBr2-eq25AsVpK7te_

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-  Document created by Jeff Rockwell (jeffrey.rockwell@nvenergy.com)
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-  Document e-signed by Eric Gernhart (EGernhart@nvenergy.com)
Signature Date: 2021-07-20 - 5:09:42 PM GMT - Time Source: server- IP address: 192.206.180.200
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