

**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

**oo0oo**

In the Matter of:

Docket No. 24-\_\_\_\_\_

Application of Great Basin Water Co. for authority to consolidate and increase its annual revenue requirements for water and sewer service and to consolidate and adjust the rates charged to all classes of customers in the Pahrump, Spring Creek, Cold Springs and Spanish Springs Divisions and for other relief properly related thereto.

**VOLUME 4 OF 5**

**VOLUME 4 OF 5**

**PAGE NO.**

Eason Testimony (Part 2 of 2)

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Dolinko Testimony

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Redmon Testimony

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Rosell Testimony

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Lubertozzi Testimony

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**EASON  
TESTIMONY  
CONTINUED**



**RULE 9  
LINE EXTENSION AGREEMENT**

Project ID: 3010835522  
Project Title: E-317 SCRUB OAK DR,  
WELL #8-FP-NCP-COMM-E-  
GREAT BASIN WATER, CO.  
Agreement No.: 107785

**Exhibit C  
Allowance Worksheet**

[Attached]



Project ID: 3010835522

Project Title : E-317 SCRUB OAK DR, WELL #8-FP-NCP-COMM-E-GREAT BASIN WATER, CO.

Substation PID: N/A

Short Life Years: N/A

Total Potential Future Refundable Including Tax \$402,210.00

Total Proposed Rule 9 Allowance \$35,850.00

\*Note: Total Proposed Rule 9 Allowance excludes Street Light Allowance

**Initial Rule 9 Allowance**

Existing Load	Switch Gear Location/building ID	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/KVA	Build out Factor	Allowance Mtr/Unit/KVA	Allowance Multiplier Unit/Meter/KVA	Short Life Adjustment	Initial Allowance
No	PER PLANS	GS-2 Secondary (<4kV-50kW-499kW)	Secondary	150.00	KVA	X 40.00%	60.00	\$239.00	X N/A	\$14,340.00
<p>Potential Future Rule 9 Allowance</p> <p>Initial Allowance \$14,340.00</p> <p>Total Initial Allowance Given \$14,340.00</p>										

**Potential Future Rule 9 Allowance**

Existing Load	Switch Gear Location/building ID	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/KVA	Build out Factor	Allowance Mtr/Unit/KVA	Allowance Multiplier Unit/Meter/KVA	Short Life Adjustment	Potential Future Allowance
No	PER PLANS	GS-2 Secondary (<4kV-50kW-499kW)	Secondary	150.00	KVA	X 60.00%	90.00	\$239.00	X N/A	\$21,510.00
<p>Potential Future Allowance \$21,510.00</p> <p>Less Credit From Initial Allowance \$</p> <p>Total Potential Future Allowance \$21,510.00</p>										

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance

The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the completion of construction of the line extension facilities. Initial Allowance = ELEPA x Build-Out Factor

Total Proposed Rule 9 Allowance \$

The Potential Future Allowance will be granted up to the Estimated Refundable Subject to Allowance and Excess Amount from the Cost Worksheet attached to the Line Extension Agreement as Exhibit B.

Total Potential Future Refundable Including Tax \$

The Total Potential Future Refundable Dollars, inclusive of any CIAC Advanced or tax advanced, for the Line Extension Agreement. This amount does not correlate to this Allowance Worksheet, it is shown to help the customer determine easily how much of their Advance could potentially be Refunded if all Allowance is met, and/or there are sufficient Proportionate Share attachers to warrant a 100% refund of all Refundable Dollars Advanced as part of the Line Extension Agreement.

Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.



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12/28/2023

GREAT BASIN WATER CO.

1240 E. STATE ST.  
PAHRUMP, NV 89408

Dear SEAN TWOMEY,

RE : E-317 SCRUB OAK DR, WELL #8-FP-NCP-COMM-E-GREAT  
BASIN WATER, CO.  
Project ID# : 3010835522

The enclosed documents specify costs and responsibilities to provide electric facilities to the above referenced project. Should you decide to proceed with this project, please sign and return an original copy of the enclosed document(s) to the address listed on the attached Memorandum Advanced Statement of Advance/Credit.

The Agreement constitutes a contract regarding installation costs for the requested service. As such, it requires the signature of a person legally authorized to enter into this Agreement. Please ensure that the name and title of the person signing the contract are clearly printed or typed on the lines immediately following the signature. Confusion regarding the authority of the person signing the contract may result in a delay to the installation of electric facilities. A copy of the executed agreement will be returned to you at the above address.

The Terms and Conditions of this proposal shall be firm for 90 days from the date of this letter, at which time the Agreement is no longer valid. After 90 days we may provide you with a new Agreement with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 days from the date of this letter. In the event of project cancellation, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section A.2.

In an effort to facilitate completion of this utility work, please submit an application for meterset upon assignment of address(es) from your government agency. This meterset information is required prior to receiving service.

Should you have any other questions regarding this Agreement, please contact me at (775)834-2828.

Sincerely,  
*ROBERT LINO*  
Robert Lino

Sr Utility Design Admin



**Memorandum of Advance/Credit**

**Date Issued:** 12/28/2023

**Project Number:** 3010835522      **Project Title:** E-317 SCRUB OAK DR, WELL #8-FP-NCP-COMM-E-GREAT BASIN WATER, CO.

**Request No:** 92829      **Estimate Version :** 4

**Applicant Name:** GREAT BASIN WATER CO.

**Applicant Address:** 1240 E. STATE ST.,      **Memorandum Number:** 92410  
 SUITE 115, PAHRUMP,  
 NV 89408

**Applicant Phone:** 775-727-5941

**Applicant Fax:**

**Applicant Email:** Sean.twomey@greatbasinwaterco.com

**Project Coordinator:** Robert Lino      **Phone Number:** (775)834-2828

**Contract Amount Detail:**

	Taxable	Non-Taxable	Tax	Total
<b>Subject to Refund</b>	358,476.00	0.00	43,734.00	402,210.00
<b>Non-Refundable</b>	1.00	0.00	11,632.00	11,633.00
<b>Credits</b>				40,202.00

**Total Advance Due:** \$373,641.00

**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:  
 NV Energy  
 P.O.Box 10100  
 Mail Code: R77CSE  
 Reno, NV 89520

**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 (775)834-2828 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**



# Cash Receipt

Receipt Number: 93003

Date: 02/06/2024

Received By: Ross, Victoria (NV Energy)

Phone Number: (775)834-7132

Method of Payment: CHECK

Check Number: 9900745

Request No: 92829

Estimate Version: 4

### Customer Information

Name: GREAT BASIN WATER CO.

Address: 1240 E. STATE ST., SUITE 115, PAHRUMP, NV, 89408

Phone: 775-727-5941

Payment Details:				
Project ID	Project Title	Agreement Type	Amount	Description of Amount Paid
3010835522	E-317 SCRUB OAK DR, WELL #8-FP-NCP-COMM-E-GREAT BASIN WATER, CO.	LEA	\$373,641.00	EST1 (P) INSTALL 8224' OF 3-1/0 IN 1-4" TO A NEW 600A 277/480V 600A PANEL VIA 24 NEW 3 PHASE 3-WAY

Total Amount Paid: \$373,641.00

DOCUMENT INCLUDES CHEMICAL REACTIVE PROPERTIES AND FEATURES. A FOLIO LOGOGRAM

<p>Water Service Corporation <b>COPIX</b> Group of Companies</p>	<p>Water Service Corporation 500 W MONROE ST STE 3600 CHICAGO, IL 60661-3779, US</p>	<p>JPMorgan Chase Bank, N.A. Columbus, OH 25-3/440</p>	<p><b>9900745</b></p> <p>DATE: 0 1 2 4 2 0 2 4 M M D D Y Y Y Y</p> <p><b>AMOUNT</b> <b>\$****373,641.00</b> <b>US Dollars</b></p>
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\*\*\*Three Hundred Seventy-Three Thousand Six Hundred Forty-One Dollars

Pay to the Order of  
**NV ENERGY**  
 PO BOX 30073  
 RENO NV 89520  
 United States

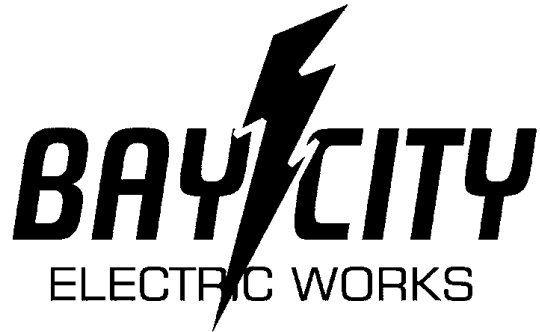
Water Service Corporation

*Archie Osborne*

3010835522

⑈0009900745⑈ ⑆044000037⑆ 989034290⑈

Important Retain this receipt as proof of payment



# Industrial Quote

**Job Name:**  
**Spring Creek Well 8 Generator Procurement**  
RFP SCD-2024-03-001

**Job #: B01143**  
**3/15/2024**

Sales: Rob Matthew  
Mobile: (925) 290-9422  
Email: rmatthew@bcew.com

[www.bcew.com](http://www.bcew.com)

Bay City Electric Works

Bay City Electric Works

@baycity

Bay City



**Bay City Electric Works is pleased to offer the following Kohler generator system for your use on the referenced project. This proposal includes the equipment and testing shown on your partial single line E0.3 and RPF ref # SCD-2024-03-001. The following clarifications, technical exceptions and/or exclusions are noted:**

- All permitting is done by others, BCEW will supply all required documentation
- All installation is done by others
- All fuel is excluded
- Training is done at time of start up
- 1 A – Service agreement will be quoted separately
- 2.1 – 90% will be invoiced at time of shipment, 10% upon completion of commissioning of generator

**Major system components include:**

One (1) UL2200 Listed Kohler model 250REOZJE diesel powered generator set, rated for standby duty at 255 KW, .8 PF, 319 KVA, 480 volt, 3 phase, 4 wire, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure with 472 gallon subbase diesel fuel tank rated for 24 hours at full load.

One (1) Kohler Model KCS-AMTC-0600 Automatic Transfer Switch, rated at 600 amps, 480 volt, 3 phase, 4 wire, 3 pole, solid neutral in Nema I cabinet for indoor mounting.

**System price is .....\$ 108,655.00 (Tax Not Included)**

GM250REOZJE	250REOZJE Generator System
GM66100-GA5	250REOZJE, 24V, 60Hz
222661	Nameplate Rating, Standby 130 Degree
GM19874-KA1	UL2200 Listing
333708	Voltage,60Hz,277/480V,3Ph,4W,0.8PF
GM58642-MA31	Alternator, 4UA13
GM69553-MA1	Unit Mounted Radiator Cooling
GM69406-MA1	Skid/Tank Module, 230-275 JD
GM75604-MA1-BLK	Std Duty Air Intake
GM104997-MA6	Controller, APM603, JD, 3PH, 1200A
GM105617-MA1-BLK	Control & Harness, APM603, JD300
GM105965-AA9	Software, Base, 250REOZJE
GM110487-KA1-KCB	Enclosure, Sound
GM105966-AA11	Software, Fuel Level
GM76120-KA1	BLOCK HEATER, 2500W, 90/120V 1PH
324588	Battery,2/12V,950CCA,Wet
GM94920-KA1	Battery Charger 12/24V-10A

GM105966-AA3 253213	Software, Param, 10A Battery Charger Generator Heater,110/120-220/240V,200W
GM105002-KA1	Failure Relay / Sgl Dry Contact
GM105002-KA3	Dry Contacts, 14 SPDT 10A&1 DPDT 2A
GM105002-KA8	Run Relay,24 VDC, 10A, 3PDT, THT
GM105966-AA9	Software, Param, 15 Relay Board
GM88179-CA1	Breaker 1 Components
GM52329-KA1	LCB, 600A, PGP, MICRO LSI, 100%
GM50884-KA1	Mtg, LCB, M/P-Frame, 600-800A, 4UA
GM51860-KA5-KCB	COVERS, 4UA J-BOX, M/P-FRAME LCB
GM52345-KA1	Aux Contact, HD/JD/DG/MG/PG/RG/RJ Frame
GM52361-KA1	Shunt Trip, 24VDC, M/P/R Frame
GM50890-KA3	Neutral, 1313A. 4UA
GM86123-KA1	Decals, Bonding & Phasing
GM105002-KA2	Shunt Trip Wiring, APM603
GM39513-KA2	Flexible Fuel Lines
GM69552-KA1	Inner Tank Leak Alarm
GM64319-KA3	Closed Crankcase Vent
GM75793-KA1	Air Cleaner Restriction Ind.
GM77896-KA3	Rodent Guards, 4UA
GM28625-KA5	Coolant in Genset 9 gals.
GM50088	Warranty, 1 Year Standby
258811	Power Factor Test,0.8,3Ph Only

### Detailed Information

Part Number	Description
GMKCS	KCS-AMTC-0600S
GM46888-KA1	Programmable Input/Output Module
GM40807-KA1	Supervised Transfer Control Switch, Auto
GM46258-KA1	Accessory Mounting Module
GM22703-KA5	User Interface Cover
GM51453	Warranty, 1 Year Standard
362187	Export Packing-ATS 600-1200A
601-30-314	Packing material - ATS
GM28764-KA2	Door, ATS – Nema 1
GM41056-KA1	Alarm Module
GM49947-KA2	Enclosure, ATS 150-600A Nema 1&3R
GM55307	Harness, Wiring
GM89839-MA2	DWG, ASSY ATS LOGIC
GM49574	Contact,OT,600A,3P,440-480V,Solid
GM114691-KA1	ATS Field Connection - Std&Prog Trans

### Miscellaneous

Part Number	Description
PA-293906	Remote Emergency Stop Switch
GM91356-KP2	RSA III, ATS Annunciator

System Price: FOB Factory with freight allowed to your jobsite (or office) if accessible for delivery. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 7:00 AM to 4:00 PM. Deliveries outside the normal business hours will be invoiced as necessary.

**AQMD/APCD Permit is not included. To be provided by others. Contact ProActive Consulting Group at 714-893-7900 for Permit application processing information and pricing.**

Jobsite inspection, initial startup, and initiation of warranty, by a Bay City Electric Works field technician during normal working hours Monday through Friday 7:00 a.m. to 4:00 p.m. Testing will utilize building load unless otherwise specified. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel to be done at the time of startup.

Kohler limited generator warranty, effective from date of startup, for:  
1 year or 2000 hours (whichever occurs first) as published in Kohler Brochure.

Kohler limited ATS warranty, effective from date of startup, for:  
1 year as published in Kohler Brochure.

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**Quotation Notes:**

1. Applicable taxes are not included.
2. 3% fee will be added to any payments made by credit card.
3. The kW output listed on this quote letter is at **rated conditions** unless stated otherwise. Actual output may vary by site conditions including temperature and elevation. Please check with your Salesperson for any potential deration due to site conditions or specifications.
4. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
5. Any additional equipment required as a result of the local Air Quality permit application will be quoted separately. Air quality requirements are ever-changing and vary based on various factors including jobsite location and proximity to adjacent structures. BCEW is quoting the latest Tier compliant generators to meet State and Federal regulations unless otherwise noted. It is the customer or end user's responsibility to obtain all permits related to the installation and operation of the equipment quoted herein. All permits must be obtained prior to installation of the equipment.

**Many air jurisdictions are discussing changing the rules regarding emissions, tier levels, aftertreatment, etc. We are quoting based on the specifications and our current understanding of the application of the air jurisdiction's rules at the time of quote.**

6. Generators installed on or after January 1<sup>st</sup>, 2013 within SCAQMD jurisdiction will require installation of a Particulate Matter Filter (PM) if they are within 50 meters of a sensitive receptor and over 175bhp. Please contact your salesperson immediately If the generator is within 50 meters of a sensitive receptor and a PM Filter is not included in this quote. A sensitive receptor is defined as, "any residence including private homes, condominiums, apartments, and living quarters, schools as defined in (5), preschools, daycare centers, and health facilities such as hospitals or retirement and nursing homes. A sensitive receptor includes long term care hospitals, hospices, prisons, and dormitories or similar live-in housing."

7. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" a pm filter is therefore required. If the generator is within 100 meters of a Kindergarden-12<sup>th</sup> grade school and a PM filter is not included in.
8. Some local Authority Having Jurisdiction (AHJ's) will require field inspections, additional testing, interconnection with a Fire Alarm system or Building Management System (BMS), or functional verification for particular components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover all potential testing that may be requested by AHJ's. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the Consulting/Specifying Engineer to provide the required information to bid the project properly. Testing/inspection often requires attendance by a BCEW technician but in certain instances it may. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly. Tank pressure tests are required in very few areas. These are not included and will be quoted on an as required basis unless they are listed in the specification and specifically listed on our quote.
9. All supplied fuel tanks will be certified UL142 unless specifically noted UL2085. UL142 tanks are NOT fire-rated or ballistic-rated.
10. All power system studies, including short circuit analysis, protective device coordination and arc flash analysis and mitigation, are the responsibility of others and are not included in this proposal.
11. Protective device calibration, testing (NETA) and setting of protective relays and circuit breaker trip units are the responsibility of others and not included in this proposal.
12. Fuel, initial fuel fill and fuel for testing is excluded.
13. Special lugs are not included unless specifically identified in this proposal. You will receive the standard lugs for the provided breakers.
14. Prices quoted are not applicable for work subject to any state or federal prevailing wage requirements. We are an equipment supplier, not a subcontractor. Please contact your sales executive if prevailing wage still applies.
15. Quotation will be held firm for 30 days. This quote may be modified and/or rescinded by BCEW at its sole discretion unless the quote is accepted before the expiration date.
16. We reserve the right to adjust pricing if this quote is affected by new tariffs or fees are imposed on certain materials and/or components after the submittal of this proposal.

**Terms and Conditions:**

1. Terms of payment are 90%, net 30 days from factory shipment, balance invoiced upon start up completion/commissioning, also net 30 days from approval of credit department.
2. Materials will be invoiced on the date of shipment from the factory.
3. Acceptance of purchase order is based on materials quoted.
4. 1.5% per month will be assessed on unpaid balances if not paid within terms.
5. Terms for retention and liquidated damages will not be accepted.
6. The following charges may be assessed for cancellation of any order:
  - a. 10% of total order price if cancelled after we have provided submittals but prior to release for manufacture.
  - b. 25% of total order price if cancelled after release for manufacture, or if the equipment is already on order with the factory (Kohler paralleling switchgear is on order as soon as submittals are requested).

- c. 50% of total order price if cancelled less than 60 days prior to the scheduled shipment date.
- d. 100% of total order price if cancelled after the equipment ships from the manufacturing plant.

**Lead Times:**

- 1. Most submittals are available can typically be provided within 10-15 business days from receipt of a written Hold for Submittal Approval (HFSA) Purchase Order. Custom drawings require 15-20 business days minimum. Paralleling Switchgear Submittals require a minimum of 6-8 weeks. Third-Party Submittals often require a minimum of 1-2 weeks, thereby delaying the complete Submittal Package accordingly.
- 2. Current factory lead time for the generator is 32 - 34 weeks from written release for production. Lead times are estimated at time of quote and may vary at time of order.
- 3. Current factory lead time for the Automatic Transfer Switch is 15 - 17 weeks from written release for production.

We appreciate this opportunity to offer our equipment for your consideration. Please call if you have any questions or if I can help in any way. Bay City Electric Works wants to be your Generator System Supplier.

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance of this contract by Bay City Electric Works, to purchase and pay for the equipment, accessories, and service in accordance with the terms and conditions set forth above.

Company name: Great Basin Water Company

Purchaser name and title (please print): Sean Ashcraft, Project Manager

Purchaser signature: \_\_\_\_\_

Date: 04/17/2024 Purchase Order # P91-2620-105276

Delivery Date Requested by Purchaser: 11/2024

If a delivery date is not provided, BCEW will postpone the release of product orders with its respective vendors until the date is provided in writing. It is the sole responsibility of the Purchaser to provide a delivery date within the current factory lead times.

**PLEASE INCLUDE PRELIM INFORMATION WHEN ISSUING A PURCHASE ORDER.**

**KOHLER GENERATOR SALES - SERVICE - PARTS - RENTALS**

To learn more, visit our website at [www.BCEW.com](http://www.BCEW.com)

**Quotation For: Lumos & Associates: Spring Creek, NV Test Well**



Quotation Date:	July 30th, 2021
Prepared by:	Noah Heller, MS PG Lic. # 5792
<b>CLIENT INFORMATION</b>	
Client Name:	Mr. Sean Ashcraft
Title:	Project Manager
Client Organization:	Great Basin Water Company
Street Address:	1240 E. State Street: #115
City and State:	Pahrump, NV 89048
Phone:	O: 775.727.5941 X 1211 / M: 775.537.8207
email:	sean.ashcraft@greatbasinwaterco.com

Payment Terms: Net 30

**BESST INC**  
 50 Tiburon, Suite 7  
 San Rafael, CA 94901  
 Office: 415.453.2501 / cell: 415.302.7354  
 nheller@besst-inc.com

Item		Quant.	Unit	Price	Total
<b>HYDROGEOLOGIC PROFILING SERVICES -</b>					

<b>TASK 1 - PLANNING</b>					
Data Planning	Data Review, Planning and Phone Calls, Injection and Sampling Plans	1	wells	\$ 750.00	\$ 750.00
<b>Subtotal #1</b>					<b>\$ 750.00</b>

<b>TASK 2 - ACCESS SURVEYS</b>					
Access Survey	Access Surveys	1	ea.	\$ 500.00	\$ 500.00
<b>Subtotal #2</b>					<b>\$ 500.00</b>

<b>TASK 3 - DYNAMIC FLOW PROFILING</b>					
Mob / Demob	Dynamic Rig Mob/Demob	1	ea.	\$ 2,950.00	\$ 2,950.00
System Setup	System Setup	1	ea.	\$ 1,000.00	\$ 1,000.00
Dynamic Flow	Dynamic Flow Survey (up to 20 injection depths)	1	ea.	\$ 7,200.00	\$ 7,200.00
<b>Subtotal #3</b>					<b>\$ 11,150.00</b>

<b>TASK 4 - DYNAMIC DEPTH DEPENDENT SAMPLING</b>					
Groundwater Sampling	Dynamic Groundwater Sampling Survey (up to 10, 1-liter downhole samples with HydroBooster Pump).	1	ea.	\$ 7,500.00	\$ 7,500.00
<b>Subtotal #4</b>					<b>\$ 7,500.00</b>

<b>TASK 5 - HYDROGEOLOGIC REPORT</b>					
Scientific Reporting	<b>SCIENTIFIC REPORT:</b> Detailed Dynamic Flow and Mass Balance Report (Mass Balance Up To 8 Constituents): Includes Analysis, Conclusions and Recommendations for Well Modification to Remove Contaminants of Concern. Statistical Monte Carlo Analysis and Uncertainty Analysis.	0	ea.	\$ 9,500.00	\$ -
<b>Subtotal #5</b>					<b>\$ -</b>

<b>TASK 6 - HYDROGEOLOGIC REPORT</b>					
Engineering Report	<b>ENGINEERING REPORT:</b> Detailed Dynamic Flow and Mass Balance Report (Mass Balance Up To 8 Constituents): Includes Analysis, Conclusions and Recommendations for Well Modification to Remove	1	ea.	\$ 7,500.00	\$ 7,500.00
<b>Subtotal #6</b>					<b>\$ 7,500.00</b>

<b>TASK 7 - OPTIONAL SERVICES:</b>					
Extra Injections	Extra Injection Depths	1	ea.	\$ 175.00	\$ 175.00
Extra Samples	Extra Groundwater Sample Depths	5	ea.	\$ 250.00	\$ 1,250.00
Extra Volume	Extra Groundwater Sample Liters at Each Point	0	ea.	\$ 45.00	\$ -
Extra Analytes	Extra Mass Balance Fee Per Analyte	0	ea.	\$ 350.00	\$ -
Standby	Standby Rate	0	hr.	\$ 275.00	\$ -
Oil Lube Fee	Oil Lube Fee (Decon or Dispose of Tubing)	0	ea.	\$ 1,850.00	\$ -
Video Survey	Mini Video Survey (with pump removed from well)	0	ea.	\$ 1,500.00	\$ -
Labels	Complete Sample Bottle Labels	1	ea.	\$ 300.00	\$ 300.00
COC	Complete Chain of Custody	1	ea.	\$ 150.00	\$ 150.00
Package	Package Samples	1	ea.	\$ 150.00	\$ 150.00
<b>Subtotal #7</b>					<b>\$ 2,025.00</b>

<b>TOTAL: Including Options</b>					<b>\$ 29,425.00</b>
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Client Purchase Order Number \_\_\_\_\_

Client Name Sean Ashcraft GBWC Project Manager

Client Signature \_\_\_\_\_

Date 08/02/2021

**ADDENDUM No. 1 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for engineering services between LUMOS & ASSOCIATES, INC., and Spring Creek Utilities Co. for SCUC Well 8 Replacement  
(project name)

is hereby amended as follows:

Original project was proposed to drill replacement well next to the existing Well 8. After further assessment of the hydrogeology in the area, it has been determine that a new well site will need to be identified. This addendum includes the paper research time necessary to develop a GIS constraint map locating up to 6 exploration sites for drilling one site. Includes a meet w/ client to discuss final selection.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \_\_\_\_\_

Lump sum payment not to exceed \$11,330.00

Other (specify) \_\_\_\_\_

Back charge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8595.004 Task No./Description: Task-2 (Exploration Test Hole Drilling)

PREVIOUS CONTRACT AMOUNT: \$165,100.00

TOTAL THIS ADDENDUM: \$11,330

REVISED CONTRACT AMOUNT: \$176,430

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

**CLIENT**

BY Tim Russell, P.E. *Tim Russell*  
TITLE Engineering Group Manager  
DATE 4/22/16

BY James Eason *James Eason*  
TITLE Regional VP of Operations, NV & AZ  
DATE 7/22/16

**Copies to Client for signature; return one to Lumos and Associates, Inc.**

**ADDENDUM No. 10 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and GBWC-SCD for Well-8 Replacement  
(project name)

is hereby amended as follows:

For the cost associated with the electrical and structural designs being deferred from 2015 to 2022. Increase costs in design, spec's, and site visit.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \_\_\_\_\_

Lump sum payment \_\_\_\_\_

Other (specify) Increasing the Civil (Task-10) by an additional \$5,340.00


Backcharge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8594.004 Task No./Description: Task-10

ORIGINAL CONTRACT AMOUNT:	<u>\$165,100.00</u>
TOTAL PREVIOUS ADDENDUMS:	<u>\$157,582.00</u>
TOTAL THIS ADDENDUM:	<u>\$5,340.00</u>
REVISED CONTRACT AMOUNT:	<u>\$328,022.00</u>

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

PRINT Jonathan Lesperance, P.E.  
SIGN   
TITLE Engineering Group Manager  
DATE 3/1/2022

**CLIENT**

PRINT Sean Ashcraft  
SIGN \_\_\_\_\_  
TITLE Project manager  
DATE 03/03/2022

**Copies to Client for signature; return one to Lumos & Associates, Inc.**



**ADDENDUM No. 11 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and GBWC-SCD for Well-8 Replacement  
(project name)

is hereby amended as follows:

Design phase service including consultation, calculations, permit & construction documents and specifications for 3-phase power. Will assist in the NV-Energy application process.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \_\_\_\_\_

Lump sum payment \$2,875.00

Other (specify) \_\_\_\_\_

Backcharge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8594.004 Task No./Description: Task-10

ORIGINAL CONTRACT AMOUNT:	<u>\$165,100.00</u>
TOTAL PREVIOUS ADDENDUMS:	<u>\$162,922.00</u>
TOTAL THIS ADDENDUM:	<u>\$2,875.00</u>
REVISED CONTRACT AMOUNT:	<u>\$330,897.00</u>

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

PRINT Jonathan Lesperance, P.E.  
SIGN *Jonathan Lesperance*  
TITLE Engineering Group Manager  
DATE 5/24/22

**CLIENT**

PRINT Sean Ashcraft  
SIGN \_\_\_\_\_  
TITLE Project Manager  
DATE 05/26/2022

**Copies to Client for signature; return one to Lumos & Associates, Inc.**

**ADDENDUM No. 12 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and GBWC-SCD for Well-8 Replacement  
(project name)

is hereby amended as follows:

Funds in support of requested meetings and water right oversight work requested by GBWC.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \$2,500.00

Lump sum payment \_\_\_\_\_

Other (specify) \_\_\_\_\_

Backcharge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8594.004 Task No./Description: Task-16

ORIGINAL CONTRACT AMOUNT: \$165,100.00

TOTAL PREVIOUS ADDENDUMS: \$165,797.00

TOTAL THIS ADDENDUM: \$2,500.00

REVISED CONTRACT AMOUNT: \$333,397.00

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

**CLIENT**

PRINT Jonathan Lesperance, P.E.

PRINT Sean Ashcraft

SIGN \_\_\_\_\_

SIGN \_\_\_\_\_

TITLE Engineering Group Manager

TITLE Project Manager

DATE \_\_\_\_\_

DATE 10/18/2022

**Copies to Client for signature; return one to Lumos & Associates, Inc.**

revised 8/2018

**ADDENDUM No. 13 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and GBWC-SCD for Well-8 Replacement  
(project name)

is hereby amended as follows:

Funds in support of requested meetings and water right oversight work requested by GBWC.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \$2,500.00

Lump sum payment \_\_\_\_\_

Other (specify) \_\_\_\_\_

Backcharge: Yes  No.  To Whom: \_\_\_\_\_

Job No.: 8594.004 Task No./Description: Task-16

ORIGINAL CONTRACT AMOUNT:	<u>\$165,100.00</u>
TOTAL PREVIOUS ADDENDUMS:	<u>\$168,297.00</u>
TOTAL THIS ADDENDUM:	<u>\$2,500.00</u>
REVISED CONTRACT AMOUNT:	<u>\$335,897.00</u>

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

**CLIENT**

PRINT Jonathan Lesperance, P.E.  
SIGN \_\_\_\_\_  
TITLE Engineering Group Manager  
DATE \_\_\_\_\_

PRINT Sean Ashcraft  
SIGN \_\_\_\_\_  
TITLE Project Manager  
DATE 05/22/2023

**Copies to Client for signature; return one to Lumos & Associates, Inc.**

**ADDENDUM No. 14 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and GBWC-SCD for Well-8 Replacement  
(project name)

is hereby amended as follows:

Funds in support of requested meetings and water right oversight work requested by GBWC. GBWC requested Lumos assist them with the development and presentation of a NDWR abstract for conjunctive use. A portion of this addendum is to fund the time associated with this assistance.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \$6,000.00

Lump sum payment \_\_\_\_\_

Other (specify) \_\_\_\_\_

Backcharge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8594.004 Task No./Description: Task-16

ORIGINAL CONTRACT AMOUNT:	<u>\$165,100.00</u>
TOTAL PREVIOUS ADDENDUMS:	<u>\$170,797.00</u>
TOTAL THIS ADDENDUM:	<u>\$6,000.00</u>
REVISED CONTRACT AMOUNT:	<u>\$341,897.00</u>

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

**CLIENT**

PRINT Jonathan Lesperance, P.E.  
SIGN \_\_\_\_\_  
TITLE Engineering Group Manager  
DATE \_\_\_\_\_

PRINT Sean Ashcraft  
SIGN \_\_\_\_\_  
TITLE Project Manager  
DATE 08/16/2023

**Copies to Client for signature; return one to Lumos & Associates, Inc.**

**ADDENDUM No. 15 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and GBWC-SCD for Well-8 Replacement  
(project name)

is hereby amended as follows:

Lumos is requesting these additional funds which were needed for a third re-submittal of the plan set due to the additional details from NDEP for the Chlorinsitu NaOCI system requested by GBWC and not originally considered part of the project design. Following the re-submittal, GBWC has decided to Not move forward with the on-site NAOCl generation system, even though all the effort has already been completed.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \$2,000.00

Lump sum payment \_\_\_\_\_

Other (specify) \_\_\_\_\_

Backcharge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8594.004 Task No./Description: Task-10

ORIGINAL CONTRACT AMOUNT:	<u>\$165,100.00</u>
TOTAL PREVIOUS ADDENDUMS:	<u>\$176,797.00</u>
TOTAL THIS ADDENDUM:	<u>\$2,000.00</u>
REVISED CONTRACT AMOUNT:	<u>\$343,897.00</u>

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

**CLIENT**

PRINT Jonathan Lesperance, P.E.  
SIGN \_\_\_\_\_  
TITLE Engineering Group Manager  
DATE \_\_\_\_\_

PRINT Sean Ashcraft  
SIGN \_\_\_\_\_  
TITLE Project Manager  
DATE 10/23/2023

**Copies to Client for signature; return one to Lumos & Associates, Inc.**

**ADDENDUM No. 2 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for engineering services between LUMOS & ASSOCIATES, INC., and Spring Creek Utilities Co. for SCUC Well 8 Replacement  
(project name)

is hereby amended as follows:

GBWC-Spring Creek has a water right issue due to vested rights on the adjacent creek (Stoffer Cr.) to the Well 8 Site. This addendum is for work already performed and future work to resolve the belief that the DWR has with drilling a well adjacent to the creek. The work that has already conducted includes multiple prep and meetings with the client and/or DWR and preliminary analysis to prove that the DWR analysis that a well in this location will cause withdrawals from Stoffer Cr. The future work is for drilling an additional well and analysis and report. See Attachment A for description of problem and strategy to resolve the issue.

**COMPENSATION ARRANGEMENT**

- Time and materials payment per current fee schedule (attached) not to exceed \_\_\_\_\_
- Lump sum payment not to exceed \$10,000 (Existing Meetings); \$25,140 (Preliminary Analysis, Additional Well, Analysis)
- Other (specify) \_\_\_\_\_

Back charge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8595.004 Task No./Description: Task-16 (Water Right Issue, Additional well & Analysis)

PREVIOUS CONTRACT AMOUNT: \$176,400.00

TOTAL THIS ADDENDUM: \$35,140

REVISED CONTRACT AMOUNT: \$211,540

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

**CLIENT**

BY Tim Russell, P.E. *Timothy Russell*

TITLE Engineering Group Manager

DATE \_\_\_\_\_

BY James Eason *James Eason*

TITLE Regional VP of Operations, NV & AZ

DATE 4/9/2016

Copies to Client for signature; return one to Lumos and Associates, Inc.

**ADDENDUM No. 3 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for engineering services between LUMOS & ASSOCIATES, INC., and Spring Creek Utilities Co. for SCUC Well 8 Replacement  
(project name)

is hereby amended as follows:

This addendum is for attending future meetings requested by client that are outside the original scope of work.  
for example meetings with DWR or client regarding the water right issue. This includes the prep and meeting  
that Lumos attended on 1-30-2017 with DWR to determine what evidence would be required to reverse DWR  
believe that a new well on the future site will intercept surface water from Stoffer Creek.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \$5000  
 Lump sum payment not to exceed \_\_\_\_\_  
 Other (specify) \_\_\_\_\_

Back charge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8595.004 Task No./Description: Task-17 (Meetings outside original scope of work)

PREVIOUS CONTRACT AMOUNT: \$211,540.00

TOTAL THIS ADDENDUM: \$5,000

REVISED CONTRACT AMOUNT: \$216,540

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

**CLIENT**

BY Tim Russell, P.E. *Timothy Russell*  
TITLE Engineering Group Manager  
DATE \_\_\_\_\_

BY James Eason *James Eason*  
TITLE Regional VP of Operations, NV & AZ  
DATE 2/9/2017

Copies to Client for signature; return one to Lumos and Associates, Inc.

**ADDENDUM No. 4 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for engineering services between LUMOS & ASSOCIATES, INC., and Spring Creek Utilities Co. for SCUC Well 8 Replacement  
(project name)

is hereby amended as follows:

This addendum is for time researching a new location for drilling a dual tube reverse circulation exploration test hole, generating bid documents and specifications, bid requests, bid review and selection, driller/client coordination, permitting (excluding fees), data acquisition, and final tech memo on test hole results. Excluded any meetings with The Nevada Division of Water Resources (NDWR) that could be requested by client or NDWR.

**COMPENSATION ARRANGEMENT**

- Time and materials payment per current fee schedule (attached) not to exceed \_\_\_\_\_
- Lump sum payment not to exceed \_\_\_\_\_
- Other (specify) \$35,000 to be added to Task 2 (Exploration test hole drilling oversight)

Back charge: Yes  No.  To Whom: \_\_\_\_\_

Job No.: 8595.004 Task No./Description: Task-2 (Exploration Test Hole Drilling)

PREVIOUS CONTRACT AMOUNT: \$216,540.00

TOTAL THIS ADDENDUM: \$35,000

REVISED CONTRACT AMOUNT: \$251,540

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

**CLIENT**

BY Tim Russell, P.E.

BY James Eason

TITLE Engineering Group Manager

TITLE Regional VP of Operations, NV & AZ

DATE Tim Russell

DATE James Eason

**Copies to Client for signature; return one to Lumos and Associates, Inc.**



**ADDENDUM No. 5 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and Spring Creek Utilities Co. for SCUC Well 8 Replacement  
(project name)

is hereby amended as follows:

This addendum is for generating bid documents and specifications, bid requests, bid review and selection, permitting (including fees), driller client/coordination, well design, construction assistance, drilling oversight, and final hydrologic report for one test well.

(See Attachment A for specific scope of work)

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \_\_\_\_\_

Lump sum payment \_\_\_\_\_

Other (specify) Fixed Fee

Backcharge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8595.004 Task No./Description: Task-2 (Exploration Test Hole Drilling)

ORIGINAL CONTRACT AMOUNT: \$165,100.00

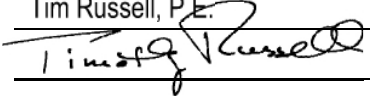
TOTAL PREVIOUS ADDENDUMS: \$86,440.00

TOTAL THIS ADDENDUM: \$57,252.00

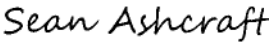
REVISED CONTRACT AMOUNT: \$308,792.00

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

PRINT Tim Russell, P.E.  
SIGN   
TITLE Engineering Group Manager  
DATE 9/4/20

**CLIENT**

PRINT James Eason or Sean Ashcraft  
SIGN   
TITLE Regional VP of Operations, NV & AZ or Project Manager  
DATE 09/04/2020

**Copies to Client for signature; return one to Lumos & Associates, Inc.**



Carson City Fallon Lake Tahoe Reno

**Reno**  
9222 Prototype Drive  
Reno, Nevada  
775.827.6111

## **ADDENDUM-5**

### **(ATTACHMENT A)**

#### **SCOPE OF WORK**

##### ***Task-A – Permitting***

Lumos will prepare and submit an application with the Nevada Department of Water Resources for a waiver to drill a monitor well, an affidavit of intent to plug a well, and two waivers for provisions of the well drilling regulations to allow for construction modification to a monitoring well. A De Minimis Discharge permit will also be prepared and submitted to Nevada Bureau of Water Pollution Control – NDEP to allow for the discharge of water during development and test pumping. The permit fees are included in this Task for all the permits.

##### ***Task-B – Preliminary Design, Specification Documents, Bid Review and Recommendation***

Lumos will prepare contract documents and specifications for drilling one test well to analyze the aquifer characteristics, water quantity, and water quality in supports of the site for a future production well. The design and specification documents will be provided to GBWC-SCD so they can integrate them into their contractual documents and send out invitations to bid on the project. Lumos will review all bids for completeness and ensure all bids meet the minimum requirements as outlined in the bid documents. Upon review of the bids for the test well, Lumos will make a recommendation to GBWC-SCD for awarding to the most competent, responsive and cost effective drilling contractor. GBWC-SCD will contract directly with the drilling contractor for the test well.

##### ***Task-C – Construction Assistance and Drilling Oversight***

Lumos will conduct a pre-construction meeting to go over the specifications and any special conditions that will be required at the project site. During construction, Lumos will oversee the drilling of the test well to ensure that the drilling company adheres to the specifications for the project. Construction assistance will include holding a pre-construction meeting, inspecting all well casing and construction materials, drilling oversight, well development oversight, reviewing billings/invoices, reviewing change order requests, and fielding questions by the contractor.

##### ***Phase-D – Test Pumping, Analysis, Hydrologic Report and Record Drawing***

Lumos will provide oversight for all test pumping of the test well including designing pumping rates for the step drawdown and constant rate pump tests and collecting water samples. All water quality analysis will be billed and paid directly via GBWC-SCD at a certified lab of their choice. Lumos will prepare a technical memorandum that collectively contains all the test well hydrogeologic data collected and analyzed, preliminary production well design, preliminary production capacity, water quality and final recommendations. The technical memorandum will be provided to GBWC-SCD staff for review and comments. Upon completion of their review, Lumos will conduct a conference call to go over all comments provided by the GBWC-SCD staff. Once Lumos has made revisions to the report, Lumos will provide five (5) hard copies and one (1) electronic copy (pdf format) to GBWC-SCD for their records.

**DELIVERABLES**

The deliverables for this scope of work include a test well and final hydrologic report of the test well results to the client with recommendations.

**ASSUMPTIONS**

Lumos has made the following assumptions associated with this addendum. If any of these assumptions are not true, Lumos reserves the right to submit a revised addendum to GBWC-SCD for the additional scope of work associated with this very important project.

- A permit waiver and waiver of the provisions of the well drilling regulations is anticipated from NDWR for the test well and the permit fees will be billed to the client, plus 15%, under Task-A.
- A De Minimis Discharge permit is anticipated from NDEP for development and test pumping and the permit fees will be billed to the client, plus 15%, under Task-A.
- All drill fluids and drill cuttings from the drill rig will be contained on property owned/leased by GBWC-SCD
- All discharge water from test pumping will be land applied via sprinklers.

**FEE SCHEDULE**

Lumos is proposing the following fixed fee schedule for this addendum to drill and test a small test well at the proposed Well-8 location.

**Estimated Subtotal Cost:**

**\$57,252**

**ADDENDUM No. 6 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and GBWC-SCD for Well 8 Replacement  
(project name)

is hereby amended as follows:

While working on the drilling and testing of the Test Well in Spring Creek, the land owner stopped all drilling operations and kicked the contractor and Lumos off his property. Lumos had to deal with the land owner and mobilize back to Reno prematurely. Once the issues were resolved, Lumos mobilized back to the project site and resumed work. This was time and materials that were not part of the agreement

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \_\_\_\_\_

Lump sum payment \$2,960.00

Other (specify) \_\_\_\_\_


Backcharge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8595.004 Task No./Description: Task-2

ORIGINAL CONTRACT AMOUNT:	<u>\$165,100.00</u>
TOTAL PREVIOUS ADDENDUMS:	<u>\$143,692.00</u>
TOTAL THIS ADDENDUM:	<u>\$2,960.00</u>
REVISED CONTRACT AMOUNT:	<u>\$311,752.00</u>

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

PRINT Jonathan Lesperance, P.E.  
SIGN   
TITLE Engineering Group Manager  
DATE 05-10-21

**CLIENT**

PRINT Sean Ashcraft  
SIGN \_\_\_\_\_  
TITLE Project Manager  
DATE 05/12/2021

**Copies to Client for signature; return one to Lumos & Associates, Inc.**

**ADDENDUM No. 7 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and GBWC-SCD for Well 8 Replacement  
(project name)

is hereby amended as follows:

The water quality analysis showed arsenic in the Test Well. GBWC requested Lumos to go out and get proposals from other companies to conduct zone testing to help determine the zones with arsenic. Lumos reviewed the proposals and made a recommendation. Additional work will involve reviewing the data collected and analyzed by the testing company.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \_\_\_\_\_

Lump sum payment \$5,000.00

Other (specify) \_\_\_\_\_

Backcharge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8595.004 Task No./Description: Task-2

ORIGINAL CONTRACT AMOUNT: \$165,100.00

TOTAL PREVIOUS ADDENDUMS: \$146,682.00


TOTAL THIS ADDENDUM: \$5,000.00

REVISED CONTRACT AMOUNT: \$316,782.00

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

PRINT Jonathan Lesperance, P.E.

SIGN 

TITLE Engineering Group Manager

DATE 8/16/21

**CLIENT**

PRINT Sean Ashcraft

SIGN \_\_\_\_\_

TITLE Project Manager

DATE 08/20/2021

**Copies to Client for signature; return one to Lumos & Associates, Inc.**

revised 8/2018

**ADDENDUM No. 8 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and GBWC-SCD for Well-8 Replacement  
(project name)

is hereby amended as follows:

For the additional survey work associated with surveying and writing up the easement on the back of Youngquist's residential property for the location of Well-8a. Also, for the increase in survey fees since the signing of the contract in 2016.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \_\_\_\_\_

Lump sum payment \_\_\_\_\_

Other (specify) Increasing the survey task by an additional \$4,200.00

Backcharge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8594.004 Task No./Description: Task-4

ORIGINAL CONTRACT AMOUNT:	<u>\$165,100.00</u>
TOTAL PREVIOUS ADDENDUMS:	<u>\$151,682.00</u>
TOTAL THIS ADDENDUM:	<u>\$4,200.00</u>
REVISED CONTRACT AMOUNT:	<u>\$320,982.00</u>

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

**CLIENT**

PRINT John Gomez, PLS  
SIGN [Signature]  
TITLE Project Manager, Survey Division  
DATE 12/13/2021

PRINT Sean Ashcraft  
SIGN \_\_\_\_\_  
TITLE Project Manager  
DATE 12/14/2021

**Copies to Client for signature; return one to Lumos & Associates, Inc.**

**ADDENDUM No. 9 TO CONSULTANT AGREEMENT**

**Extra Work Authorization Form**

The consultant agreement dated April 14, 2016 for professional services between LUMOS & ASSOCIATES, INC., and  
GBWC-SCD for Well-8 Replacement  
(project name)

is hereby amended as follows:

For the cost associated with the geotechnical investigation being deferred from 2016 to 2022. Increase in labor & testing costs and increase in backhoe (excavation) costs.

**COMPENSATION ARRANGEMENT**

Time and materials payment per current fee schedule (attached) not to exceed \_\_\_\_\_

Lump sum payment \_\_\_\_\_

Other (specify) Increasing the Geotech. task by an additional \$1,700.00

Backcharge: Yes  No  To Whom: \_\_\_\_\_

Job No.: 8594.004 Task No./Description: Task-9

ORIGINAL CONTRACT AMOUNT: \$165,100.00

TOTAL PREVIOUS ADDENDUMS: \$155,882.00

TOTAL THIS ADDENDUM: \$1,700.00

REVISED CONTRACT AMOUNT: \$322,682.00

All other terms and conditions remain unchanged.

**LUMOS & ASSOCIATES, INC.**

**CLIENT**

PRINT Mitch Burns, P.E.

PRINT \_\_\_\_\_

SIGN 

SIGN \_\_\_\_\_

TITLE Materials Engineering Manager

TITLE \_\_\_\_\_

DATE 12/20/21

DATE \_\_\_\_\_

Copies to Client for signature; return one to Lumos & Associates, Inc.

revised 8/2018



Conforms with The American Institute of Architects, A.I.A.  
Document A312 (2010 Edition)

**Performance Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
Faulstich and Rand Construction  
Co., Inc.  
PO Box 2703

**SURETY:**  
*(Name, legal status and principal place  
of business)*  
Old Republic Surety Company  
PO Box 1635  
Milwaukee, WI 53201

**OWNER:**  
*(Name, legal status and address)*  
Great Basin Water Co.  
1240 E State St. Suite 115  
Pahrump, NV 89048

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

**CONSTRUCTION CONTRACT**  
Date: 03/04/2024

Amount: \$ 701,256.00

Description:  
*(Name and location)*  
SCD-Well 8 NV Energy 3 Phase Power Line Extension Project

**BOND**  
Date: 03/04/2024  
*(Not earlier than Construction Contract Date)*

Amount: \$ 701,256.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
Faulstich and Rand Construction Co., Inc.

**SURETY**  
Company: *(Corporate Seal)*  
OLD REPUBLIC INSURANCE COMPANY



Signature: *Martha A. Rand*  
Name: *MARtha A. Rand*  
and Title: *President*  
*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature: *Sidney H. [unclear]*  
Name: \_\_\_\_\_  
and Title: \_\_\_\_\_

*(FOR INFORMATION ONLY - Name, address and telephone)*

**AGENT or BROKER**  
Adobe Insurance Group, LLC  
PO Box 2068  
Elko, NV 89803

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: Faulstich + Rand (Corporate Seal)  
CONSTRUCTION CO., INC.

Signature: Martha A. Rand  
Name and Title: MARtha A. Rand, President  
Address: P.O. Box 2703  
EIKO, NV 89803

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)  
**OLD REPUBLIC INSURANCE COMPANY**

Signature: [Signature]  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



Conforms with The American Institute of Architects,  
A.I.A. Document A312 (2010 Edition)

**Payment Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
Faulstich and Rand Construction Co., Inc.  
PO Box 2703  
Elko, NV 89803

**SURETY:**  
*(Name, legal status and principal place of business)*  
Old Republic Surety Company  
PO Box 1635  
Milwaukee, WI 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
*(Name, legal status and address)*  
Great Basin Water Co.  
1240 E State St. Suite 115  
Pahrump, NV 89048

**CONSTRUCTION CONTRACT**  
Date: 03/04/2024

Amount: 701,256

Description:  
*(Name and location)*  
SCD-Well 8 NV Energy 3 Phase Power Line Extension Project

**BOND**  
Date: 03/04/2024  
*(Not earlier than Construction Contract Date)*

Amount: 701,256

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
Faulstich and Rand Construction Co., Inc.

Signature: Martha A. Rand  
Name: MARTHA A. RAND  
and Title: PRESIDENT  
*(Any additional signatures appear on the last page of this Payment Bond.)*

**SURETY**  
Company: *(Corporate Seal)*  
OLD REPUBLIC INSURANCE COMPANY

Signature: [Signature]  
Name  
and Title:



*(FOR INFORMATION ONLY - Name, address and telephone)*

**AGENT or BROKER:**  
Adobe Insurance Group, LLC  
PO Box 2068  
Elko, NV 89803

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

OLD REPUBLIC INSURANCE COMPANY

Signature:

*Martha A. Rand*

Signature:

*Jimmy J. Intergate*

Name and Title:

*Martha A. Rand, President*

Name and Title:

Address

*P.O. Box 2703  
Elko, NV 89803*

Address

**FORM OF CONTRACT**

**CONTRACTOR SERVICES AGREEMENT**

This Engineer Services Agreement (the “**Agreement**”) dated effective **April 14, 2016** (the “**Effective Date**”) is between:

**SPRING CREEK UTILITIES CO.**  
448 Tonka Lane #3  
Spring Creek, Nevada 89815

(“**Utility**”)

and:

**LUMOS & ASSOCIATES, INC.**  
9222 Prototype Drive  
Reno, Nevada 89521

(“**Engineer**”)

**BACKGROUND**

- A. Utility seeks to have a new well developed at, or near the location of the existing Well #8 (the “**Business Opportunities**”).
- B. Engineer has experience with the design, installation and construction of projects similar to the Business Opportunities.
- C. Utility wishes to retain Engineer to provide certain services in connection with the Business Opportunities on the terms and conditions set out in this Agreement.

**AGREEMENTS**

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges the parties agree as follows:

**1. Services Provided by Engineer**

- 1.1. Scope of Services. Engineer shall provide the services described in Schedule “A” (the “**Services**”) in connection with the Business Opportunities.
- 1.2. Provision of Services. Subject to Schedule “A”, Engineer shall be free to determine the hours of the day during which it will perform the Services, provided, however, that (i) the Services must be performed in accordance and compliance with all industry standards and applicable standards and specifications from any governmental authorities and Utility, and (ii) that access to Utility’s premises for performance of the Services shall only be granted during Utility’s normal business hours unless otherwise authorized by the Utility Representative identified in Part 3 of this Agreement.



**2. Term**

- 2.1. The term of this Agreement shall be from the Effective Date to [April 14, 2016] (the “Termination Date”), unless terminated earlier pursuant to Part 10 or Section 13.1(c) of this Agreement (the “Term”).

**3. Utility Representative**

- 3.1. Utility’s representative in respect of this Agreement is Tim Scheidt (the “Utility Representative”). Utility shall notify Engineer if it changes the Utility Representative. The Utility Representative shall be Engineer’s principal contact for the purposes of this Agreement and the Services. Engineer shall report to, make recommendations to, and take directions from the Utility Representative in respect of the Services provided that Engineer shall be responsible for any decisions related to Quality Assurance or Quality Control to ensure the work is completed in accordance with all applicable standards and specifications and industry standards.

**4. Representations and Warranties**

- 4.1. Engineer hereby represents and warrants to Utility that:
- (a) Engineer and all of its employees performing the Services possess the necessary qualifications, licenses, permits, knowledge, skills, expertise and experience to perform the Services to the highest professional standards; and
  - (b) the performance of the Services do not create any conflict of interest, either ethically, professionally or otherwise in relation to any services provided by Engineer to any other party prior to or concurrently with this Agreement.

**5. Covenants of Engineer**

- 5.1. Engineer hereby covenants to Utility as follows with respect to the performance of the Services:
- (a) Engineer shall at all times act in the best interest of Utility and perform the Services in a competent, workmanlike and professional manner, using due care and diligence;
  - (b) Engineer shall comply with all safety, security and quality assurance and quality control procedures required by Utility, any applicable governmental or regulatory authority and standards and specifications generally accepted in the industry for similar work;
  - (c) Engineer shall comply with all applicable local, state and federal laws, orders, regulations, ordinances, standard, codes, specifications, and other rules, licenses and permits of all lawful authorities;
  - (d) Engineer agrees to provide a qualified geo-technical expert who will be responsible to ensure that all geotechnical services for compaction testing meet Elko County, Utility and Washoe RTC Orange Book Section 336 compaction standards, specifications and requirements;
  - (e) Engineer acknowledges and agrees that Utility shall rely on Engineer’s own quality control and assurance including with respect to such geo-technical issues and nothing

herein relieves Engineer of its responsibility to ensure Substantial compliance with all applicable geo-technical standards, specifications and requirements;

- (f) Engineer shall furnish all labor, supervision and materials (accept as otherwise expressly provided in this Agreement) and shall secure all permits and approvals necessary for the complete performance of the Services. Engineer shall assume all liability and hold Utility harmless from any damages or liability of any kind in the event Engineer fails to secure any necessary permit or approval; and
- (g) Engineer shall cooperate fully with the Utility Representative in conducting inspections or tests of Services performed.

## **6. Terms of Payment**

- 6.1. Fees. Utility shall pay Engineer for the Services in accordance with the terms of this Agreement and the fee schedule attached as Schedule "B".
- 6.2. Invoice and Report. On the last day of each month, or the first business day thereafter if the last day is not a business day, commencing in [May, 2016], Engineer shall submit to the Utility Representative an invoice for Engineer's fees for the immediately preceding month as described in Schedule "B" and a status report as described in Schedule "A" together with each invoice to qualify for payment of the fees.
- 6.3. Payment of Invoice. The Utility Representative shall verify and approve each invoice in accordance with the terms of this Agreement and expense report and shall arrange for payment within 30 days of approval.

## **7. Maintenance of Records**

- 7.1. Engineer shall keep full and detailed records respecting performance of the Services for at least three years after completion or termination of the Services, and Engineer shall provide Utility copies of all such records upon completion or termination of the Services and permit Utility to inspect and audit these records at all reasonable times.

## **8. Insurance**

- 8.1. Minimum Coverage. Before commencing the Services, Engineer shall obtain, at its own expense, the following insurance coverage for the duration of the Term:
  - (a) Workers' Compensation and Employer's Liability coverage in accordance with the statutory requirements in the jurisdiction where the Services are performed in the minimum amount of \$1 million per occurrence;
  - (b) Commercial general liability for bodily injury, death and property damage in the minimum amount of \$5 million per occurrence and in the aggregate, naming Utility as an additional insured with respect to the Services. The policy shall also provide such insurance as primary insurance in relation to liability arising out of the Services and contain a cross liability provision and a waiver of subrogation against Utility and its officers, directors, servants and agents;

- (c) professional liability insurance in the minimum amount of \$2 million per claim, against claims for errors, omissions, negligent acts and other exposures arising from professional services with such coverage being maintained for at least 12 months after the termination of this Agreement; and
  - (d) automobile liability on all vehicles used by Engineer in connection with this Agreement in the minimum amount of \$1 million per occurrence in respect of bodily injury, death and property damage.
- 8.2. Additional Insurance. During the Term, Utility may, by written notice, require Engineer to obtain additional insurance or to alter or amend the insurance policies required under this Part 8 at Utility's expense.
- 8.3. Evidence of Insurance. Prior to commencing the Services and from time to time thereafter during the Term, as requested by Utility from time to time, and upon completion of performance of the Services Engineer shall provide Utility with evidence of the foregoing insurance coverage, in a form satisfactory to Utility.
- 9. Indemnity from Engineer**
- 9.1. Indemnity from Engineer. Engineer shall indemnify and hold Utility, its directors, officers, representatives, agents and employees (the "**Utility Parties**") harmless from and against any negligent actions, claims, damages, costs and expenses (including without limitation all applicable lawyers' fees and disbursements, investigation expenses, adjusters' fees and disbursements) which may be brought against or suffered by one or more Utility Parties, or which one or more Utility Parties may incur, sustain or pay, arising out of or in connection with the Services, except to the extent caused by the negligence, wilful act or omission, or breach of this Agreement by one or more of the Utility Parties (collectively "**Damages**").
- 9.2. Defense of Claims. Engineer shall defend any claims or suits referenced in Section 9.1, and Utility shall have the right (but not the obligation) to participate in the defense of such claims or suits with counsel of its own choice.
- 9.3. Survival. This Part 9 shall survive the termination of this Agreement for any reason, including without limitation, expiration of the Term.
- 10. Termination**
- 10.1. Early Termination for Breach. A party may terminate this Agreement immediately upon the delivery of written notice to the other party if the other party breaches any material provision of this Agreement and fails or is otherwise unable to cure such breach within 30 days of receipt of notice of the breach from the non-breaching party.
- 10.2. Early Termination without Breach. Utility may terminate this Agreement without cause upon thirty (30) days' prior written notice to Engineer.
- 10.3. Termination due to Bankruptcy. This Agreement may be terminated by a party upon written notice to the other party upon the filing or institution of any bankruptcy, reorganization, liquidation or receivership proceedings by or against the other party, unless any such proceeding is dismissed within 90 days of filing or institution.

- 10.4. Effect of Termination for Breach. If Utility terminates this Agreement pursuant to Section 10.1, Utility may take possession of Engineer's work product and materials and complete the Services or hire another Engineer to complete the Services.

## 11. Disputes

- 11.1. Informal Resolution. The parties recognize that a bona fide controversy, claim or dispute as to certain matters may from time to time arise during the term of this Agreement that relates to this Agreement or alleged breaches of this Agreement. Subject to Sections 11.3 and 11.4, in all such instances, either party may, by written notice to the other party, have such controversy, claim or dispute referred to the respective individuals designated below or their successors, for attempted resolution by good faith negotiations within 20 days after such notice is received. Such designated individuals are as follows:

For Utility: Wendy Barnett; and

For Engineer: Michael Hardy.

A party may change its designated individual upon written notice to the other party. Any settlement reached by the parties under this Section 11.1 shall not be binding until reduced to writing and signed by an officer of each party. When reduced to writing, such settlement agreement shall supersede all other agreements, written or oral, to the extent such agreements specifically pertain to the matters so settled. If the designated individuals are unable to resolve such controversy, claim or dispute within such 20 day period, either party may invoke the provision of Section 11.2 below.

- 11.2. Arbitration. Subject to Sections 11.1, 11.3 and 11.4, any controversy, claim or dispute between Utility and Engineer arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator, where agreed to by the parties in writing, in accordance with the rules of the CPR Institute for Dispute Resolution at the joint expense of the parties. The place of the arbitration shall be Elko, Nevada or such other place as the parties may agree in writing. The arbitration decision or award shall be reasoned, shall provide findings of fact and conclusions of law, and shall be in writing. The arbitration decision or award will be final and binding. Judgment upon the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. The expenses of arbitration shall be borne equally by the parties to the arbitration; provided, however, that each party shall pay for and bear the cost of its own experts, evidence and counsel's fees.
- 11.3. Equitable Relief. Notwithstanding anything in this Agreement to the contrary, a party will be entitled to seek any equitable remedy available in any court having jurisdiction over such claim without first submitting the claim to binding arbitration.
- 11.4. Exceptions. The dispute resolution provisions set forth in this Part 11 shall not apply to any controversy, claim or dispute regarding improper disclosure of confidential information or the improper use or violation of intellectual property of rights.

## 12. Personal Information

- 12.1. Personal Information. Engineer acknowledges that during the Term, Utility may provide Engineer with personal information relating to individuals (collectively "**Personal Information**"), and that

disclosure by Utility to Engineer of Personal Information places certain obligations on Engineer relating to the retention, use and disclosure of the Personal Information by Engineer under applicable laws.

- 12.2. Use and Disclosure. Engineer shall only retain, use or disclose Personal Information for the limited purpose for which Utility disclosed the Personal Information to Engineer so as to allow Engineer to perform the Services. Any further use or disclosure is strictly prohibited without Utility's express written consent.
- 12.3. Consent required. In the event that Engineer proposes to disclose the Personal Information to third parties or permitted sub-contractors ("**Third Parties**") in connection with the performance of the Services, Engineer shall obtain the written consent of Utility prior to such disclosure and shall not proceed with such disclosure until consent has been obtained. In such cases, Engineer shall also ensure that the Third Parties deal with and treat the Personal Information in the same manner as Engineer is required to do under this Agreement.
- 12.4. Compliance with Privacy Policy. In dealing with Personal Information provided to Engineer by Utility or its agents, Engineer shall ensure that the Personal Information is handled in a manner that complies with Utility's Privacy Policy.
- 12.5. Complaints. If Utility receives a complaint that Engineer has not dealt with Personal Information in compliance with this Agreement, or if Utility has reasonable grounds to believe that Engineer has used or disclosed Personal Information contrary to the terms of this Agreement, then Utility may at reasonable times inspect Engineer's records to assess the validity of the complaint, or to ensure compliance with the privacy requirements of this Agreement.
- 12.6. Return of Records. Utility may, at its sole and absolute discretion, require Engineer to return all records, in any medium, that contain Personal Information disclosed to Engineer by Utility. Where the return of such records is impractical, Utility may require Engineer to expunge from his records any Personal Information disclosed from Utility to Engineer. Engineer shall have 30 days from receipt of a written request from Utility to either return the records or to expunge the Personal Information from them.
- 12.7. Expunging of Records. Notwithstanding Section 12.6, Engineer shall expunge all Personal Information provided to it by Utility from Engineer's records within one year following the completion or termination of the Services. The requirement to expunge Personal Information within one year following the completion or termination of the Services does not limit Engineers' obligations with respect to record keeping requirements set out in this Agreement or as required by law.

### **13. Conflict of Interest**

- 13.1. Engineer shall not, and shall ensure that its advisors, partners, directors, officers, appointees, employees, agents, and volunteers do not, engage in any activity or provide any services to any person, group or organization, where such activity or the provision of such services creates, actually, potentially or perceivably, in the sole opinion of Utility, a conflict of interest with the provision of the Services pursuant to this Agreement. In addition:

- (a) Engineer acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of Utility relevant to the Services other than as contemplated under this Agreement or where Utility has not specifically authorized such use;
- (b) Engineer shall disclose to Utility without delay any actual or potential situation that may be reasonably interpreted as a conflict of interest, potential conflict of interest or perceived conflict of interest; and
- (c) A breach of this Section 13.1 by Engineer shall entitle Utility to immediately terminate this Agreement, in addition to any other remedies that Utility has under this Agreement, in law or in equity.

#### **14. Confidentiality and Ownership**

- 14.1. Use of Confidential Information. All information or documentation received by Engineer pertaining to or arising from the Services or the business affairs or trade secrets of Utility shall be deemed to be confidential and proprietary to Utility. Except as otherwise provided herein, Engineer shall not directly or indirectly disclose any such confidential information or documentation to any third party (other than its own employees on a need-to-know basis in connection with this Agreement) without the prior written consent of Utility. The Engineer shall ensure that each of its employees who receive confidential information or documentation hereunder comply with the requirements of this Part 14.
- 14.2. No Application. The obligation of confidentiality set out above shall not apply to material, data or information which is known to Engineer prior to its receipt thereof, which is generally available to the public or which has been obtained from a third party which has the right to disclose the same.
- 14.3. Ownership of Information. Engineer acknowledges and agrees that Utility has and shall have proprietary rights in all information and documentation supplied to Engineer by Utility or arising from the performance of the Services including, without limitation, finished drawings, rough drawings, correspondence, notes, calculations and other work in progress, and Engineer shall surrender any such materials that may be in its possession to Utility at any time upon the request of Utility or at the termination of this Agreement.
- 14.4. Intellectual Property. Notwithstanding the generality of the foregoing, all copyright, patents, trademarks and any other intellectual property rights to any programs, operating manuals, functional specifications and related documentation developed by Engineer for Utility except as otherwise specified in this Agreement, shall be assigned to, vest in and be the sole property of Utility. In addition to the foregoing, Engineer agrees to waive all moral rights in any copyrighted works associated with the Services.
- 14.5. Survival. The covenants of Engineer set out in Section 14.1 shall survive termination of this Agreement (for any reason, including without limitation, expiration of the Term) for a period of five years; provided, however, that with respect to any confidential information shared hereunder which constitutes a trade secret, such covenants shall survive termination of this Agreement (for any reason, including without limitation, expiration of the Term) for as long as such confidential information constitutes a trade secret or for five years, whichever period is longer. The provisions of Sections 14.3, 14.4 and the provisions of this Section 14.5 shall survive

termination of this Agreement for any reason, including without limitation, expiration of the Term.

**15. Subcontracting**

- 15.1. Engineer shall not subcontract any of the Services without the prior written consent of Utility. Notwithstanding Utility's consent to the subcontracting of any of the Services, no such subcontracting shall relieve Engineer from its obligations and responsibilities to Utility under this Agreement.

**16. Assignment**

- 16.1. Engineer shall not assign its rights or obligations under this Agreement without the prior written consent of Utility, which consent may be withheld at Utility's sole discretion. Utility may assign its rights and obligations under this Agreement without the consent of Engineer.

**17. Relationship**

- 17.1. Independent Engineer. In performing the Services, Engineer shall be an independent contractor and shall have responsibility for the control over the details and means of performing the Services. Engineer's employees and permitted sub-consultants shall at all times be under Engineer's direction and control, and Engineer shall be responsible for their actions and omissions. Engineer shall not have authority to bind or commit Utility in any manner, including without limitation, to any contractual commitment or capital expenditure. Nothing herein shall be deemed or construed to create a joint venture, partnership, employment or agency relationship between the parties for any purpose. Engineer shall be responsible for reporting and paying any and all taxes imposed by any government or governmental entity upon Engineer. Utility shall not be responsible to Engineer, Engineer's employees, agents, subconsultants or any governing body for any federal or state income tax, social security tax, unemployment tax or any other taxes related to the performance of the Services.

- 17.2. No Further Obligations. For greater certainty, it is understood that on termination of this Agreement, whether on the Termination Date or pursuant to Part 10 or Section 13.1(c), Utility shall have no further obligations of any kind to Engineer or any of its employees with respect to the Services or the termination of this Agreement, except as expressly set out in this Agreement.

- 17.3. No Exclusivity. Utility shall retain the services of Engineer for the provision of the Services on an as-needed basis as determined by Utility in its sole discretion. Utility is under no obligation to retain the services of Engineer at any particular time, in any particular geographic location, in respect of any particular Business Opportunities or for any minimum amount of time or dollar value.

**18. Notice**

- 18.1. Address for Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be considered to have been given if delivered by hand or transmitted by facsimile or electronic transmission to the address or facsimile transmission number of each party set out below:

- (a) if to Engineer:

termination of this Agreement for any reason, including without limitation, expiration of the Term.

**26. Counterparts**

26.1. This Agreement may be executed by the parties in one or more counterparts and may be delivered by facsimile or other means of electronic transmission, each of which when delivered shall be deemed to be an original and all of which shall together constitute one and the same Agreement.

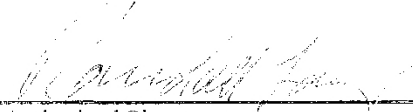
TO EVIDENCE THEIR AGREEMENT the parties have executed this agreement effective the Effective Date.

**LUMOS & ASSOCIATES, INC.**

**SPRING CREEK UTILITIES CO.**

By:

By:



Authorized Signatory

Authorized Signatory

Name: *Marshall Long*

Name: *JAMES T. EASON*

Title: *C.O.O.*

Title: *V. P. OPERATIONS.*



SCHEDULE A  
SCOPE OF SERVICE

**Phase-1: Exploration Test Hole and Preliminary Design Report**

**Task-1: Kick-Off Meeting**

Lumos will initiate a kick-off meeting with the SCUC staff to collect all available data on the three existing production wells in the 400-Tract service area. It will also allow Lumos' team members to ask specific questions about each of the wells operations. Lumos understands that SCUC is currently installing transducers in their wells and is hoping that the 400-Tract wells will all have transducers installed and operational prior to the kick-off meeting. This will allow Lumos to orchestrate pump tests on the three wells to determine well interference and develop an idea of each wells radius of influence. This information will help to assess the viability of drilling a new production well within a three hundred foot radius of the existing Well # 8.

In additional to the information collected from the kick-off meeting, Lumos plans to gather and compile all available historical data, records and reports from professional organizations including the USGS, Desert Research Institute, Nevada Division of Water Resources to better understand the aquifer characteristics in the hydrographic basin. Once Lumos has collected and analyzed all the available hydrogeologic and well hydraulic data, the next step will be to site the production well within 300 feet of the existing Well #8 (Assuming the information analyzed supports siting the well in this area).

**Task-2: Exploration Test Hole Drilling**

Lumos will prepare contract documents and specifications for drilling one test hole to a designed depth expected to provide a minimum of 600 gpm from a new production well. Lumos will competitively bid the test hole. Upon review of the bids for the test hole, Lumos will make a recommendation to SCUC for awarding the contract to the most competent, responsive and cost effective drilling contractor. SCUC will contract directly with the drilling contractor for the test hole. Lumos will have a hydrogeologist on-site during the drilling to collect all the critical data. This will include logging of lithologic samples, flow capacity data, collecting water samples for analysis, and e-logs. Lumos will also review all drilling invoices to ensure accuracy before providing them to SCUC for a recommendation for payment.

**Task-3: Preliminary Design Report**

Lumos will prepare a preliminary design report that collectively contains all the exploration test hole hydrogeologic analysis, preliminary well design, preliminary production capacity, anticipated specific capacity and anticipated water quality. This information will allow Lumos to

develop the second portion of the report that will include a conceptual schematics site layout, well house configuration, telemetry system, security requirements, piping configurations, and anticipated pump/horse power design and pump setting. The conceptual well and well house layout will allow Lumos to develop a preliminary cost estimate for the completion of the project. The preliminary design report will be provided to SCUC staff for review and comments. Upon completion of their review, Lumos will conduct a review meeting to go over all comments provided by the SCUC staff. Once Lumos has made the revisions to the report, Lumos will provide five (5) hard copies and one (1) electronic copy (pdf format) to SCUC for their records.

## **Phase-2: Production Well**

### **Task-1: Topographic Survey for Base Map**

Lumos will subcontract with Alidade, Inc., a local surveyor in Spring Creek to provide the survey for the well project site. A Topographic Survey Map at 1" = 20' scale with 1-foot contour interval in accordance with National Map Accuracy Standards will be prepared for the project area. All existing surface improvements, utilities, and grades will be located. Boundary information will be shown from record data, and no property monuments will be set under this task. The base map will be used for grading and site work design improvements.

### **Task-2: Well Design, Specifications, Contract Documents, and Water Project Submittal for the Drilling of the Production Well**

Lumos recommends a two part water project submittal process to the Bureau of Safe Drinking Water for review and approval. The first submittal would involve the drilling of the new production well and once the well is completed, a second submittal, under the same permit number, will include the well house and appurtenances, piping configurations, electrical and distribution interconnects. The two part submittal process allows for flexibility in the project in the event that the well doesn't turn out as anticipated (i.e. producing higher or lower capacity than anticipated) thus requiring changes in piping sizes, pipe configuration and the well house design.

Using the consensus from the well plan developed in the preliminary design report, Lumos will generate the necessary application form, location map with well location and potential contaminant sources, well design, and FEMA flood zone area map for submittal to the Bureau of Safe Drink Water (BSDW) for approval of the water project. Due to the simplicity and limited information needed for the first stage of the design plans, Lumos recommends only one SCUC internal review at the 100% level. Lumos will setup a technical review meeting to discuss SCUC comments. Following final revisions, Lumos will provide two wet stamped application sets to the BSDW for their review and approval and two copies of the submittal to SCUC for their records. Although Lumos will make every effort to submit a complete application to the BSDW, human nature of the BSDW regulators varies and so Lumos cannot guarantee that the BSDW will

approve the plan set without revisions. If the BSDW returns the application with redlines and comments that require addressing, Lumos will conduct the revisions.

**Task 3: Bid Process Oversight**

Lumos will develop bidding documents in preparation of competitively bidding the drilling of the production well. This will include publishing, advertisements, and distributing the approved bid packages to interested drilling contractors. All advertising (if requested) will be paid directly by the Client. Lumos will develop a bid plan holder's list and keep track of who purchases the plans, specifications and contract documents. Lumos will assist the client with conducting a pre-bid meeting, respond to requests for information, issue addendums as necessary, conduct the bid opening, evaluate the bids for completeness and provide bid results with a recommendation to the Client. SCUC will make the final decision and award the bid.

**Task 4: Drilling, Construction, and Development and Test Pumping Oversight**

Lumos will coordinate the execution of the contract documents with SCUC, assist in issuing the notice to proceed, coordinate and lead the pre-construction meeting, review submittals, and respond to requests for information from the drilling contractor. Lumos will assign a hydrogeologist to provide inspection and oversight services to ensure that the drilling contractor follows the specifications provided for constructing, developing and testing of the new production well. Water samples will be collected for analysis near the end of the constant rate pump test that will be required as part of the drilling contract. The water samples will be transported to a State certified analytical lab of the Clients choosing and the analysis will be paid directly by the Client. The entire panel of Safe Drinking Water Standards constituents (All Primary and Secondary Standards) will be analyzed by the lab.

**Task 5: Well Analysis Report (NAC 445A.66715 and NAC 445A.6688)**

The BSDW requires a letter of substantial compliance with the plans and specifications from the responsible party along with an analytical report that includes the chemical analysis, analysis of the step drawdown and constant rate discharge test, aquifer characteristics, well hydraulics and well yield. Lumos will generate a final well report that includes all of these requirements along with information on the drilling, lithologic logs, well construction, development and pump testing of the new well. The report will be provided to the client for review and comment prior to submittal to the BSDW. Any revisions requested by the client will be incorporated into the final report. Along with the final report, a letter of substantial compliance and record drawings will be submitted to the BSDW as completion of the first part of the water project submittal. Lumos will provide 2 hard copies and 1 electronic copy of the final submittal to the Client for their records.

**Phase 3: Well House with appurtenances, Piping Configurations and Interconnect**

**Task-1: Geotechnical Evaluation**

Lumos will determine the soil conditions and make recommendations for the foundations and site grading for the proposed project. For the Geotechnical scope of work, Lumos will complete a field investigation that will consist of two (2) to three (3) subsurface test pits at the proposed site. Exploration depths will be from 10 to 15 feet below ground surface, or practical refusal, whichever comes first. Samples will be collected from the surface and at each soil layer encountered below ground surface. Lumos & Associates, Inc. will provide the excavation services and the USA dig clearance.

Lumos will sample each exploration test pit, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, we propose to perform engineering analyses and calculations and develop a Geotechnical Investigation report that will discuss the geologic setting, seismic considerations, exploration and site condition, field and laboratory test data, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Investigation will be prepared by a Registered Nevada Civil Engineer and will specifically include the following services:

Field Investigation will include:

- USA Dig Clearance
- Location of Exploration Test Pits
- Logging of all Soil Profiles Based on USCS
- In-place Nuclear Density and Moisture Content Testing
- Water Table Measurement, if Encountered

Laboratory analysis may include:

- Atterberg Limits (ASTM D-4318)
- Grain Size Analysis (including fines content) (ASTM C-136)
- Moisture Density Curve (ASTM D-1557)
- pH, Soluble Sulfate and Resistivity
- Direct Shear (ASTM D-3080)
- Expansion Index (ASTM D-4829)
- Consolidation (ASTM D-2435)

Report, Recommendations, and Conclusions:

- Exploration Logs
- Soil Types and Classification
- Laboratory Test Results
- Seismic Considerations
- Geotechnical Discussion
- Bearing Capacity and Settlement
- Modulus of Subgrade Reaction (K-Value)
- Shear Strength Parameters of Site Soils
- Coefficient of Friction of Site Soils
- Lateral Earth Pressures (active, passive, and at rest)
- Foundation Recommendations
- Portland Cement Concrete Recommendations
- Groundwater Level, if encountered

Note that our cost estimates do not include any soil and/or groundwater contamination evaluation at the site. We have assumed that no permits are required to conduct our field investigation and/or tests, and that access to the property will be granted to our Field Engineer and our excavation subcontractor.

**Task-2: Improvement Plans, Specifications, and Contract Documents**

Lumos will prepare engineering drawings and construction documents (with specifications) for the proposed project improvements at design development, 100% design, and construction documents and will incorporate comments received from the Client after each of the four internal reviews. The engineering drawings will include the site work grading, well house with appurtenances, well house foundation, piping configuration, piping interconnect to distribution, electrical drawings, telemetry, and separate room with a treatment disinfection system. The site work grading will consist of developing a site layout, BMP and grading plan for the new well house location. Lumos plans to team with PK Electrical to assist with the electrical improvements.

Development of all specifications and contract documents will be concurrent with the engineering drawing plan set. The engineering drawings and contract documents (specifications) will be provided to the client for review, comments and redlines at

approximately 30%, 60%, 90%, and 100% completions. The engineering drawing will include but not be limited to:

1. Title sheet with notes, locations, and vicinity maps;
2. A site plan indicating the site improvements;
3. Grading plan;
4. Well house and appurtenances;
5. Well house foundation design;
6. Piping configurations plan and profiles;
7. Interconnected waterline layouts plan and profile;
8. Electrical drawings;
9. Detail sheets with construction details and piping connections.

Lumos is assuming that the final location for the new well house and appurtenances will be within a 300 foot radius of Well #8. If the new location is moved farther away from Well #8, Lumos reserves the right to provide the Client with an addendum for the additional engineering designs that may be associated with the improvements.

**Task-3: Agency Submittal, Permits, and Revisions**

The second part of the water project application will be required by the Bureau of Safe Drinking Water (BSDW) for approval. Lumos will provide two wet stamped plan sets to the BSDW for their review and approval and two copies of the submittal to SCUC for their records. If Required, Lumos will submit one "wet stamped" plan set to the PUCN for review. A application fee should not be required for this second part of the water project application. It is understood that while every effort will be made to comply with the requirements and requests of the BSDW, issuance of any permits and/or association approvals is outside the control of Lumos. Many BSDW staff have a reputation for conducting, at least, one set of redlines to all plan sets and specifications submitted. The client should anticipate at least one set of redlines from the BSDW and revisions before project approval occurs. Following approval from BSDW, Lumos will provide four sets of wet stamped plans to SCUC. Two sets will be for submittal to Elko County Building Department, and two sets will be for the Client's use. Although Lumos will submit the design plans for the building permit, the awarded contractor will acquire the permit in their name for the improvement project.

**Task-4: Bid Process Oversight**

Lumos will assist the client with the bid documents in preparation of bidding. This includes publishing, advertisements, and distributing the approved bid package to interested contractors and parties. All advertising will be paid directly by the client. Reproduction cost will be reimbursed through payments made to Lumos for the individual bid packages by interested parties. Lumos will develop a bid plan holder's list and keep track of who purchases plan sets. Lumos will assist the client with conducting a pre-bid meeting, respond to requests for

information, issue addendums as necessary, conduct the bid opening, evaluation of the bids for completeness and provide appropriate bid results with a recommended contractor to the client. SCUC will make the final decision and award the bid.

**Task-5: Construction Oversight**

Lumos will coordinate the execution of the contract documents, assist in issuing the notice to proceed to the contractor, coordinate and lead the pre-construction meeting, review submittals, respond to requests for information, and conduct weekly or bi-weekly construction meetings as necessary to expedite the project and assure quality. Upon completion of the facilities, Lumos, the Client, and contractor will conduct a field check of the completed facilities and generate a clean-up list for the contractor to complete.

**Task-6: Inspection and Testing**

Lumos will provide full-time inspection and testing services during the well house improvements construction project to ensure quality control of the contractors work and ensure the contractor abides by all specifications and testing requirements associated with the new facilities. Lumos' inspector will fill out daily logs of the inspections and progress of the construction phase, which will be submitted to the project manager and client for their records. All well house and piping configuration specifications will adhere to AWWA standards and testing requirements.

**Task-7: Record Drawings**

Upon the final walk-through and inspection of the clean-up list, Lumos will prepare record drawings of the new facilities. Lumos will prepare a letter of substantial compliance with the record drawings to be submitted to Client and required State agencies.

**SCHEDULE B**

**TERMS OF PAYMENT**

**1. FEE SCHEDULE**

**PHASE-1: EXPLORATION TEST HOLE AND PRELIMINARY DESIGN REPORT**

Task-1: Kick-off Meeting	\$4,500
Task-2: Exploration Test Hole Drilling	\$14,000
Task-3: Preliminary Design Report	\$10,000
<b>Subtotal:</b>	<b>\$28,500</b>

**PHASE-2: PRODUCTION WELL**

Task-1: Topographic Survey for Base Map	\$2,800
Task-2: Well Design, Spec's, Contract Doc's, Water Project App.	\$12,000
Task-3: Bid Process Oversight	\$4,000
Task-4: Drilling, Construction, Development, Test Pumping	\$14,000
Task-5: Well Analysis Report	\$8,000
<b>Subtotal:</b>	<b>\$40,800</b>

**PHASE-3: WELL HOUSE W/ APPURTENANCES, PIPING, INTERCONNECTS**

Task-1: Geotechnical Evaluation	\$7,800
Task-2: Improvement Plans, Spec's, Contract Doc's	\$40,000
Task-3: Agency Submittal, Permits, Revisions	\$5,000
Task-4: Bid Process Oversight	\$4,000
Task-5: Construction Oversight	\$12,000
Task-6: Inspection and Testing (T & M up to 23 construction days)	\$25,000
Task-7: Record Drawings	\$2,000
<b>Subtotal:</b>	<b>\$95,800</b>

**TOTAL COST:** **\$165,100**

**2. TERMS**

All invoices shall include the fees charged, the number of hours of services provided in the performance of the Services and applicable taxes. To the extent any withholding taxes are owed in connection with the Services, then the amount payable hereunder for such Services shall be reduced by the amount of the required withholding.

All dollar amounts expressed are in U.S. currency.



**Lumos & Associates, Inc.**  
9222 Prototype Drive  
Reno, Nevada 89521

Attention: Mike Hardy  
Email: mhardy@lumosinc.com

(b) if to Utility:

**Spring Creek Utilities Co.**  
448 Tonka Lane #3  
Spring Creek, Nevada 89815

Attention: Tim Scheidt  
Email: tscheidt@uiwater.com

With copy to: James Eason  
Email: jteason@uiwater.com

Or to such other address or facsimile transmission number as a party may designate in the manner set out above.

18.2. Delivery. Notice or communication shall be considered to have been received:

- (a) if delivered by hand during business hours on a business day, upon receipt by a representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day;
- (b) if sent by facsimile or electronic transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day.

**19. Law**

19.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to conflicts of laws rules. ANY ACTION OR PROCEEDING BROUGHT AGAINST A PARTY HERETO PURSUANT TO SECTION 11.3 MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEVADA LOCATED IN ELKO COUNTY, AND EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS) IN ANY SUCH ACTION OR PROCEEDING AND WAIVES OBJECTION TO VENUE LAID THEREIN. PROCESS IN ANY ACTION OR PROCEEDING REFERRED TO IN THE PRECEDING SENTENCE MAY BE SERVED ON A PARTY ANYWHERE IN THE WORLD. This Part 19 shall survive the termination of this Agreement for any reason, including without limitation, expiration of the Term.

**20. Time**

20.1. Time is of the essence in this Agreement.

**21. Inurement**

- 21.1. This Agreement shall be for the benefit of and be binding upon Utility and Engineer and their respective successors and permitted assigns.

**22. Number and Gender**

- 22.1. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:
- (a) words in the singular number include the plural and such words shall be construed as if the plural had been used;
  - (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
  - (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

**23. Entire Agreement**

- 23.1. This Agreement and the schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

**24. Amendments and Waivers**

- 24.1. Except as may be specifically provided in Schedule "A" with respect to change orders, the parties are not bound by any amendment or variation of any provision of this Agreement unless it is in writing and signed by both parties. A waiver by either party of any term of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by such waiving party. Such a waiver shall not be deemed to constitute a waiver of any other term or any other breach.

**25. Severability**

- 25.1. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrase or to replace any invalid or unenforceable term or provision with a term or provision that is valid or enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed. This Part 25 shall survive the



August 17, 2020

Mr. James Eason  
Vice President  
Great Basin Water Company  
Via Email: James.Eason@greatbasinwaterco.com

Re: Appraisal Fee Proposal-Easement on Elko County A.P.N. 047-001-061

Dear Mr. Eason:

This is in response to your request for a fee proposal regarding preparation of an appraisal of a proposed new easement on a portion of Elko County Assessor's Parcel Number 047-001-061. The property to be appraised is identified below:

<b>SUMMARY OF PROPERTY TO BE APPRAISED</b>		
<b>Elko County A.P.N.</b>	<b>Address</b>	<b>Property to be Appraised</b>
047-001-061	317 Scrub Oak Drive, Spring Creek, Elko County, Nevada	An Easement on a Portion of a 2.78± Acre Parcel Improved with a 1,680± Square Foot Residence

The purpose of the appraisal report is to provide an estimate of the Market Value of the proposed easement as of a current date of value. The client of the appraisal report is Great Basin Water Company. The intended users of the appraisal reports include Great Basin Water Company and their designated representatives. The intended use of the appraisal reports is for the possible acquisition of an easement on the property.

An appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an appraisal report. As such, it will present summary discussions of the data, reasoning and analyses that are used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the subject data, reasoning and analyses will be retained in this appraisal firm's files. The depth of the discussion contained in the report is specific to the needs of the client and for the intended use as stated herein. This appraisal firm is not responsible for unauthorized use of the appraisal report.

Based upon a review of the scope of the proposed assignment, I hereby propose to complete the assignment as set forth below:

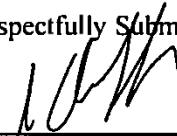
PROPERTY TO BE APPRAISED & PROPOSED FEE & TIMING			
Elko County A.P.N.	Address	Appraisal Fee	Appraisal Completion
047-001-061	317 Scrub Oak Drive, Spring Creek, Elko County, Nevada	\$4,500	30 Days from Engagement

All appraisal services provided by this firm will be developed and prepared in conformity with and subject to the requirements of the *Code of Ethics and Standards of Professional Practice* of the Appraisal Institute, as well as the *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Foundation.

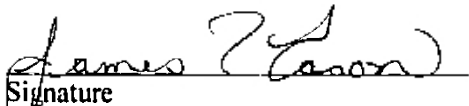
The appraisal report will be prepared in accordance with our Standard Assumptions and Limiting Conditions which by reference are incorporated into this fee proposal and which will be included in the completed appraisal report. The acceptance of the proposal indicates your concurrence with the Standard Assumptions and Limiting Conditions under which your assignment will be prepared.

Should the above meet with your approval, please signify by signing, dating and returning one copy of this proposal to me, together with the required retainer. I appreciate being considered for this assignment. If you have any additional questions, please contact me.

Respectfully Submitted,



\_\_\_\_\_  
 Scott Q. Griffin, MAI  
 Nevada Certified General Appraiser  
 License Number A.0003504-CG



Signature

\_\_\_\_\_  
 JAMES T. EASON

Print/Type Name

\_\_\_\_\_  
 8/20/20

Date

## **STANDARD ASSUMPTIONS AND LIMITING CONDITIONS**

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent upon the following assumptions and limiting conditions.

### **LIMITS OF LIABILITY**

This report was prepared by Johnson Perkins Griffin, LLC. All opinions, recommendations, and conclusions expressed during the course of this assignment are rendered by the staff of Johnson-Perkins & Associates, as employees, not as individuals. The liability of Johnson Perkins Griffin, LLC and its employees and associates is limited to the client only and to the fee actually received by the appraisal firm. There is no accountability, obligation, or liability to any third party. If the appraisal report is disseminated to anyone other than the client, the client shall make such party or parties aware of all limiting conditions and assumptions affecting the appraisal assignment. Neither the appraisers nor the appraisal firm is in any way to be responsible for any costs incurred to discover or correct any physical, financial and/or legal deficiencies of any type present in the subject property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in the event of a lawsuit brought by a lender, a partner or part owner in any form of ownership, a tenant or any other party, the client will hold the appraiser(s) and the appraisal firm completely harmless in such action with respect to any and all awards or settlements of any type in such lawsuits.

### **COPIES, PUBLICATION, DISTRIBUTION AND USE OF REPORT**

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for any purpose or any function other than its intended use, as stated in the body of the report. The appraisal fee represents compensation only for the analytical services provided by the appraiser(s). The appraisal report remains the property of the appraisal firm, though it may be used by the client in accord with these assumptions and limiting conditions.

This appraisal is to be used only in its entirety, and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the appraiser(s) whose signature(s) appears on the appraisal report, unless it is indicated that one or more of the appraisers was acting as "Review Appraiser." No change of any item in the report shall be made by anyone other than the appraiser(s). The appraiser(s) and the appraisal firm shall bear no responsibility for any such unauthorized changes.

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## **INFORMATION SUPPLIED BY OTHERS**

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## **EXHIBITS AND PHYSICAL DESCRIPTIONS**

It is assumed that the improvements and the utilization of the land are within the boundaries of the property lines of the property described in the report and that there is no encroachment or trespass unless noted otherwise within the report. No survey of the property has been made by the appraiser(s) and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in the report are there to assist the reader in visualizing the property and are not necessarily drawn to scale. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced or used apart from the report.

## **TITLE, LEGAL DESCRIPTIONS, AND OTHER LEGAL MATTERS**

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## **ENGINEERING, STRUCTURAL, MECHANICAL, ARCHITECTURAL CONDITIONS**

This appraisal should not be construed as a report on the physical items that are a part of any property described in the appraisal report. Although the appraisal may contain information about these physical items (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed report on these physical items. The appraiser(s) is not a construction, engineering, or architectural expert, and any opinion given on these matters in this report should be considered tentative in nature and is subject to modification upon receipt of additional information from appropriate experts. The client is advised to seek appropriate expert opinion before committing any funds to the property described in the appraisal report.

Any statement in the appraisal regarding the observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service, all mechanicals, and all matters relating to construction is based on a casual inspection only. Unless otherwise noted in the appraisal report, no detailed inspection was made. For instance, the appraiser is not an expert on heating systems, and no attempt was made to inspect the interior of the furnace. The structures were not investigated for building code violations, and it is assumed that all buildings meet the applicable building code requirements unless stated otherwise in the report.

Such items as conditions behind walls, above ceilings, behind locked doors, under the floor, or under the ground are not exposed to casual view and, therefore, were not inspected, unless specifically so stated in the appraisal. The existence of insulation, if any is mentioned, was discovered through conversations with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements regarding insulation cannot be guaranteed.

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any comments on observed conditions given in this appraisal report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is given as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating systems, air conditioning systems, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party is concerned about the existence, condition, or adequacy of any particular item, we would strongly suggest that a mechanical and/or structural inspection be made by a qualified and licensed contractor, a civil or structural engineer, an architect or other experts. This appraisal report is based on the assumption that there are no hidden, unapparent or apparent conditions on the property or improvements which would materially alter the value as reported. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and standard for the properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made in the appraisal as to the adequacy of insulation, the type of insulation, or the energy efficiency of the improvements or equipment which is assumed to be standard for the subject's age, type and condition.

## **TOXIC MATERIALS AND HAZARDS**

Unless otherwise stated in the appraisal report, no attempt has been made to identify or report the presence of any potentially toxic materials and/or condition such as asbestos, urea formaldehyde foam insulation, PCBs, any form of toxic waste, polychlorinated biphenyl, pesticides, lead-based paints or soils or ground water contamination on any land or improvements described in the appraisal report. Before committing funds to any property, it is strongly advised that appropriate experts be employed to inspect both land and improvements for the existence of such potentially toxic materials and/or conditions. If any potentially toxic materials and/or conditions are present on the property, the value of the property may be

adversely affected and a re-appraisal at an additional cost may be necessary to estimate the effects of such circumstances.

#### **SOILS, SUB-SOILS, AND POTENTIAL HAZARDS**

It is assumed that there are no hidden or unapparent conditions of the soils or sub-soil which would render the subject property more or less valuable than reported in the appraisal. No engineering or percolation tests were made and no liability is assumed for soil conditions. Unless otherwise noted, the land and the soil in the area being appraised appeared to be firm, but no investigation has been made to determine whether or not any detrimental sub-soil conditions exist. Neither the appraiser(s) nor the appraisal firm is liable for any problems arising from soil conditions. These appraisers strongly advise that, before any funds are committed to a property, the advice of appropriate experts be sought.

If the appraiser(s) has not been supplied with a termite inspection report, survey or occupancy permit, no responsibility is assumed and no representation is made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained.

Neither the appraiser(s) nor the appraisal firm assumes responsibility for any costs or for any consequences arising from the need or lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

#### **ARCHEOLOGICAL SIGNIFICANCE**

No investigation has been made by the appraiser and no information has been provided to the appraiser regarding potential archeological significance of the subject property or any portion thereof. This report assumes no portion of the subject property has archeological significance.

#### **LEGALITY OF USE**

This appraisal report assumes that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined and considered in the appraisal report. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national government, private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

#### **COMPONENT VALUES**

Any distribution of the total value between the land and improvements, between partial ownership interests or any other partition of total value applies only under the stated use. Moreover, separate allocations between components are not valid if this report is used in conjunction with any other analysis.



## **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. It is assumed that the property is in direct compliance with the various detailed requirements of the ADA.

## **AUXILIARY AND RELATED STUDIES**

No environmental or impact studies, special market studies or analyses, special highest and best use studies or feasibility studies have been requested or made by the appraiser(s) unless otherwise specified in an agreement for services and so stated in the appraisal report.

## **DOLLAR VALUES AND PURCHASING POWER**

The estimated market value set forth in the appraisal report and any cost figures utilized are applicable only as of the date of valuation of the appraisal report. All dollar amounts are based on the purchasing power and price of the dollar as of the date of value estimates.

## **ROUNDING**

Some figures presented in this report were generated using computer models that make calculations based on numbers carried out to three or more decimal places. In the interest of simplicity, most numbers have been rounded. Thus, these figures may be subject to small rounding errors.

## **QUANTITATIVE ANALYSIS**

Although this analysis employs various mathematical calculations to provide value indications, the final estimate is subjective and may be influenced by our experience and other factors not specifically set forth in this report.

## **VALUE CHANGE, DYNAMIC MARKET, ALTERATION OF ESTIMATE BY APPRAISER**

All values shown in the appraisal report are projections based on our analysis as of the date of valuation of the appraisal. These values may not be valid in other time periods or as conditions change. Projected mathematical models set forth in the appraisal are based on estimates and assumptions which are inherently subject to uncertainty and variations related to exposure, time, promotional effort, terms, motivation, and other conditions. The appraiser(s) does not represent these models as indicative of results that will actually be achieved. The value estimates consider the productivity and relative attractiveness of a property only as of the date of valuation set forth in the report.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value or value in use is a reflection of such benefits and of the appraiser's interpretation of income, yields and other factors derived from general and specific client and market information. Such estimates are as of the date of valuation of the report, and are subject to change as market conditions change.

This appraisal is an estimate of value based on analysis of information known to us at the time the appraisal was made. The appraiser(s) does not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value given in

this report is subject to change without notice. The appraisal report itself and the value estimates set forth therein are subject to change if either the physical or legal entity or the terms of financing are different from what is set forth in the report.

#### **ECONOMIC AND SOCIAL TRENDS**

The appraiser assumes no responsibility for economic, physical or demographic factors which may affect or alter the opinions in this report if said economic, physical or demographic factors were not present as of the date of value of this appraisal. The appraiser is not obligated to predict future political, economic or social trends.

#### **EXCLUSIONS**

Furnishings, equipment, other personal property and value associated with a specific business operation are excluded from the value estimate set forth in the report unless otherwise indicated. Only the real estate is included in the value estimates set forth in the report unless otherwise stated.

#### **SUBSURFACE RIGHTS**

No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

#### **PROPOSED IMPROVEMENTS, CONDITIONED VALUE**

It is assumed in the appraisal report that all proposed improvements and/or repairs, either on-site or off-site, are completed in an excellent workmanlike manner in accord with plans, specifications or other information supplied to these appraisers and set forth in the appraisal report, unless otherwise explicitly stated in the appraisal. In the case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. The estimate of market value is as of the date specified in the report. Unless otherwise stated, the assumption is made that all improvements and/or repairs have been completed according to the plans and that the property is operating at levels projected in the report.

#### **MANAGEMENT OF PROPERTY**

It is assumed that the property which is the subject of the appraisal report will be under typically prudent and competent management which is neither inefficient nor superefficient.

#### **FEE**

The fee for any appraisal report, consultation, feasibility or other study is for services rendered and, unless otherwise stated in the service agreement, is not solely based upon the time spent on any assignment.

#### **LEGAL EXPENSES**

Any legal expenses incurred in defending or representing ourselves concerning this assignment will be the responsibility of the client.

#### **CHANGES AND MODIFICATIONS**

The appraiser(s) reserves the right, at the cost of the client, to alter statements, analyses, conclusions, or any value estimates in the appraisal if any new facts pertinent to the appraisal process are discovered which were unknown on the date of valuation of this report.

#### **DISSEMINATION OF MATERIAL**

Neither all nor any part of the contents of this report shall be disseminated to the general public through advertising or sales media, public relations media, new media or other public means of communication without the prior written consent and approval of the appraiser(s).

The acceptance and/or use of the Appraisal Report by the client or any third party constitutes acceptance of the Assumptions and Limiting Conditions set forth in the preceding paragraphs. The appraiser's liability extends only to the specified client, not to subsequent parties or users. The appraiser's liability is limited to the amount of the fee received for the services rendered.

**QUALIFICATIONS OF APPRAISER / JOHNSON PERKINS GRIFFIN, LLC.  
SCOTT QUINN GRIFFIN**

<b>Professional Designations</b>	
MAI-Member Appraisal Institute (MAI Designation Number 12359)	2005
<b>State Licensing and Certification</b>	
Certified General Appraiser State of Nevada License Number A 0003504-CG (Certified Through 03/31/2022)	2000
<b>Offices Held</b>	
Board of Directors-Reno/Carson/Tahoe Chapter Appraisal Institute	2009-2013
Treasurer-Reno/Carson/Tahoe Chapter Appraisal Institute	2002-2003
President-University of Nevada Young Alumni Chapter	1999
<b>Appraisal Education and Technical Training</b>	
Course 110-Appraisal Principles	1997
Course 120-Appraisal Procedures	1998
Course 310-Basic Income Capitalization	1998
Course 400-Uniform Standards of Professional Appraisal Practice Update	2004
Course 410-Standard of Professional Practice-Part A	1999
Course 420-Standard of Professional Practice-Part B	1999
Course 510-Advanced Income Capitalization	1999
Course 520-Highest & Best Use Analysis	2002
Course 530-Advanced Sales & Cost Approaches	2004
Course 540-Course Report Writing & Valuation Analysis	2003
Course 550-Advanced Applications	2003
The High-Tech Appraisal Office	1997
GIS Applications for Appraisal	1997
Uniform Standard of Professional Appraisal Practice	2002
Comprehensive Appraisal Workshop	2004
Evaluating Commercial Construction	2006
Attacking & Defending An Appraisal In Litigation	2007
Analyzing Distressed Real Estate	2008
7-Hour National USPAP Update Course	2010/2012/2014/2016/2018/2020
Condemnation Appraising	2010
Appraising Convenience Stores	2010
Analyzing Distressed Real Estate	2012
Apartment Appraisal, Concepts & Applications	2012
Small Hotel/Motel Valuation	2012
Business Practice & Ethics	2014
Real Estate Finance Statistics and Valuation Modeling	2014
The Discounted Cash Flow Model Concepts, Issues, and Apps	2014
Expert Witness for Commercial Appraisers	2016/2020
Analyzing Operating Expenses	2016
Supervisor-Trainee Course (Nevada)	2016
Comparative Analysis	2018
The Discounted Cash Flow Analysis Model	2018
Data Verification Methods	2018
Eminent Domain and Condemnation	2018
Appraisal of Assisted Living Facilities	2020
Intermediate Income Approach Case Studies for Commercial Appraisers	2020
<b>Formal Education</b>	
University of Nevada Reno	1995
Bachelor of Science in Business Administration, Major-Finance Minor-Economics	
<b>Occupational History</b>	
Johnson Perkins Griffin, LLC	03/2015-Present
Johnson-Perkins & Associates	03/1997-02/2015

**QUALIFICATIONS OF APPRAISER  
SCOTT QUINN GRIFFIN**

**Types of Property Appraised**

Single Family Residences  
Condominiums  
Vacant Residential Lots  
Subdivisions  
Vacant Commercial Land  
Industrial Buildings/Warehouses  
Shopping Centers  
Retail Buildings  
Professional/Medical Office Buildings  
Apartment Complexes  
Affordable Housing Apartment Complexes  
Hotels/Motels  
Casinos/Hotel-Casinos  
Farmland/Ranchland  
Various Special Use Properties  
Condemnation Appraisals  
Right-Of-Way Appraisals  
Conservation Easements

**Admitted as Expert Witness**

United States District Court, District of Nevada  
United States Bankruptcy Court, District of Nevada  
United States District Court  
Superior Court-State of California  
Washoe County District Court  
Washoe County Board of Equalization  
Nevada State Board of Equalization

**APPRAISER CERTIFICATE**

**STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY**

**NOT TRANSFERABLE**

**REAL ESTATE DIVISION**

**NOT TRANSFERABLE**

**This is to Certify That : SCOTT Q GRIFFIN**

**Certificate Number: A.0003504-CG**

**Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.**

**Issue Date: April 6, 2020**

**Expire Date: March 31, 2022**

**In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 445C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.**

**FOR: JOHNSON PERKINS GRIFFIN, LLC  
245 E LIBERTY STREET, STE 100  
RENO, NV 89501**

**REAL ESTATE DIVISION**

**SHARATHI CHANDRA  
Administrator**







November 3, 2022

Mr. Sean Ashcraft  
 Project Manager  
 Great Basin Water Company  
 Via Email: Sean.Ashcraft@greatbasinwaterco.com

Re: Appraisal Fee Proposal-Easement on Elko County A.P.N. 047-001-061

Dear Mr. Ashcraft:

This is in response to your request for a fee proposal regarding preparation of an appraisal of a proposed new easement on a portion of Elko County Assessor’s Parcel Number 047-001-061. The property to be appraised is identified below:

<b>SUMMARY OF PROPERTY TO BE APPRAISED</b>		
<b>Elko County A.P.N.</b>	<b>Address</b>	<b>Property to be Appraised</b>
047-001-061	317 Scrub Oak Drive, Spring Creek, Elko County, Nevada	An Easement on a Portion of a 2.78± Acre Parcel Improved with a 1,680± Square Foot Residence

The purpose of the appraisal report is to provide an estimate of the Market Value of the proposed easement as of a current date of value. The client of the appraisal report is Great Basin Water Company. The intended users of the appraisal reports include Great Basin Water Company and their designated representatives. The intended use of the appraisal reports is for the possible acquisition of an easement on the property.

An appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an appraisal report. As such, it will present summary discussions of the data, reasoning and analyses that are used in the appraisal process to develop the appraiser’s opinion of value. Supporting documentation concerning the subject data, reasoning and analyses will be retained in this appraisal firm’s files. The depth of the discussion contained in the report is specific to the needs of the client and for the intended use as stated herein. This appraisal firm is not responsible for unauthorized use of the appraisal report.

Based upon a review of the scope of the proposed assignment, I hereby propose to complete the assignment as set forth below:

<b>PROPERTY TO BE APPRAISED &amp; PROPOSED FEE &amp; TIMING</b>			
<b>Elko County A.P.N.</b>	<b>Address</b>	<b>Appraisal Fee</b>	<b>Appraisal Completion</b>
047-001-061	317 Scrub Oak Drive, Spring Creek, Elko County, Nevada	\$4,000	45 Days from Engagement

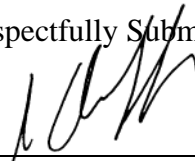
All appraisal services provided by this firm will be developed and prepared in conformity with and subject to the requirements of the *Code of Ethics* and *Standards of Professional Practice* of the Appraisal Institute, as well as the *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Foundation.

Please be advised that in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that I have performed services as an appraiser regarding the property that is the subject of this fee proposal within the three-year period immediately preceding the date of this letter.

The appraisal report will be prepared in accordance with our Standard Assumptions and Limiting Conditions which by reference are incorporated into this fee proposal and which will be included in the completed appraisal report. The acceptance of the proposal indicates your concurrence with the Standard Assumptions and Limiting Conditions under which your assignment will be prepared.

Should the above meet with your approval, please signify by signing, dating and returning one copy of this proposal to me, together with the required retainer. I appreciate being considered for this assignment. If you have any additional questions, please contact me.

Respectfully Submitted,




---

Scott Q. Griffin, MAI  
Nevada Certified General Appraiser  
License Number A.0003504-CG

---

Signature

Sean Ashcraft

---

Print/Type Name

11/03/2022

---

Date



## **STANDARD ASSUMPTIONS AND LIMITING CONDITIONS**

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent upon the following assumptions and limiting conditions.

### **LIMITS OF LIABILITY**

This report was prepared by Johnson Perkins Griffin, LLC. All opinions, recommendations, and conclusions expressed during the course of this assignment are rendered by the staff of Johnson-Perkins & Associates, as employees, not as individuals. The liability of Johnson Perkins Griffin, LLC and its employees and associates is limited to the client only and to the fee actually received by the appraisal firm. There is no accountability, obligation, or liability to any third party. If the appraisal report is disseminated to anyone other than the client, the client shall make such party or parties aware of all limiting conditions and assumptions affecting the appraisal assignment. Neither the appraisers nor the appraisal firm is in any way to be responsible for any costs incurred to discover or correct any physical, financial and/or legal deficiencies of any type present in the subject property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in the event of a lawsuit brought by a lender, a partner or part owner in any form of ownership, a tenant or any other party, the client will hold the appraiser(s) and the appraisal firm completely harmless in such action with respect to any and all awards or settlements of any type in such lawsuits.

### **COPIES, PUBLICATION, DISTRIBUTION AND USE OF REPORT**

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## **TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE**

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## **TITLE, LEGAL DESCRIPTIONS, AND OTHER LEGAL MATTERS**

No responsibility is assumed by the appraiser(s) or the appraisal firm for matters legal in character or nature. No opinion is rendered as to the status of title to any property. The title is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report. The legal description, as furnished by the client, his designee or as derived by the appraiser(s), is assumed to be correct as reported. The appraisal is not to be construed as giving advice concerning liens, title status, or legal marketability of the subject property.

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Any statement in the appraisal regarding the observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service, all mechanicals, and all matters relating to construction is based on a casual inspection only. Unless otherwise noted in the appraisal report, no detailed inspection was made. For instance, the appraiser is not an expert on heating systems, and no attempt was made to inspect the interior of the furnace. The structures were not investigated for building code violations, and it is assumed that all buildings meet the applicable building code requirements unless stated otherwise in the report.

Such items as conditions behind walls, above ceilings, behind locked doors, under the floor, or under the ground are not exposed to casual view and, therefore, were not inspected, unless specifically so stated in the appraisal. The existence of insulation, if any is mentioned, was discovered through conversations with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements regarding insulation cannot be guaranteed.

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any comments on observed conditions given in this appraisal report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is given as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating systems, air conditioning systems, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party is concerned about the existence, condition, or adequacy of any particular item, we would strongly suggest that a mechanical and/or structural inspection be made by a qualified and licensed contractor, a civil or structural engineer, an architect or other experts. This appraisal report is based on the assumption that there are no hidden, unapparent or apparent conditions on the property or improvements which would materially alter the value as reported. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and standard for the properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made in the appraisal as to the adequacy of insulation, the type of insulation, or the energy efficiency of the improvements or equipment which is assumed to be standard for the subject's age, type and condition.

## **TOXIC MATERIALS AND HAZARDS**

Unless otherwise stated in the appraisal report, no attempt has been made to identify or report the presence of any potentially toxic materials and/or condition such as asbestos, urea formaldehyde foam insulation, PCBs, any form of toxic waste, polychlorinated biphenyl, pesticides, lead-based paints or soils or ground water contamination on any land or improvements described in the appraisal report. Before committing funds to any property, it is strongly advised that appropriate experts be employed to inspect both land and improvements for the existence of such potentially toxic materials and/or conditions. If any potentially toxic materials and/or conditions are present on the property, the value of the property may be

adversely affected and a re-appraisal at an additional cost may be necessary to estimate the effects of such circumstances.

### **SOILS, SUB-SOILS, AND POTENTIAL HAZARDS**

It is assumed that there are no hidden or unapparent conditions of the soils or sub-soil which would render the subject property more or less valuable than reported in the appraisal. No engineering or percolation tests were made and no liability is assumed for soil conditions. Unless otherwise noted, the land and the soil in the area being appraised appeared to be firm, but no investigation has been made to determine whether or not any detrimental sub-soil conditions exist. Neither the appraiser(s) nor the appraisal firm is liable for any problems arising from soil conditions. These appraisers strongly advise that, before any funds are committed to a property, the advice of appropriate experts be sought.

If the appraiser(s) has not been supplied with a termite inspection report, survey or occupancy permit, no responsibility is assumed and no representation is made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained.

Neither the appraiser(s) nor the appraisal firm assumes responsibility for any costs or for any consequences arising from the need or lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

### **ARCHEOLOGICAL SIGNIFICANCE**

No investigation has been made by the appraiser and no information has been provided to the appraiser regarding potential archeological significance of the subject property or any portion thereof. This report assumes no portion of the subject property has archeological significance.

### **LEGALITY OF USE**

This appraisal report assumes that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined and considered in the appraisal report. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national government, private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

### **COMPONENT VALUES**

Any distribution of the total value between the land and improvements, between partial ownership interests or any other partition of total value applies only under the stated use. Moreover, separate allocations between components are not valid if this report is used in conjunction with any other analysis.

## **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. It is assumed that the property is in direct compliance with the various detailed requirements of the ADA.

## **AUXILIARY AND RELATED STUDIES**

No environmental or impact studies, special market studies or analyses, special highest and best use studies or feasibility studies have been requested or made by the appraiser(s) unless otherwise specified in an agreement for services and so stated in the appraisal report.

## **DOLLAR VALUES AND PURCHASING POWER**

The estimated market value set forth in the appraisal report and any cost figures utilized are applicable only as of the date of valuation of the appraisal report. All dollar amounts are based on the purchasing power and price of the dollar as of the date of value estimates.

## **ROUNDING**

Some figures presented in this report were generated using computer models that make calculations based on numbers carried out to three or more decimal places. In the interest of simplicity, most numbers have been rounded. Thus, these figures may be subject to small rounding errors.

## **QUANTITATIVE ANALYSIS**

Although this analysis employs various mathematical calculations to provide value indications, the final estimate is subjective and may be influenced by our experience and other factors not specifically set forth in this report.

## **VALUE CHANGE, DYNAMIC MARKET, ALTERATION OF ESTIMATE BY APPRAISER**

All values shown in the appraisal report are projections based on our analysis as of the date of valuation of the appraisal. These values may not be valid in other time periods or as conditions change. Projected mathematical models set forth in the appraisal are based on estimates and assumptions which are inherently subject to uncertainty and variations related to exposure, time, promotional effort, terms, motivation, and other conditions. The appraiser(s) does not represent these models as indicative of results that will actually be achieved. The value estimates consider the productivity and relative attractiveness of a property only as of the date of valuation set forth in the report.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value or value in use is a reflection of such benefits and of the appraiser's interpretation of income, yields and other factors derived from general and specific client and market information. Such estimates are as of the date of valuation of the report, and are subject to change as market conditions change.

This appraisal is an estimate of value based on analysis of information known to us at the time the appraisal was made. The appraiser(s) does not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value given in

this report is subject to change without notice. The appraisal report itself and the value estimates set forth therein are subject to change if either the physical or legal entity or the terms of financing are different from what is set forth in the report.

## **ECONOMIC AND SOCIAL TRENDS**

The appraiser assumes no responsibility for economic, physical or demographic factors which may affect or alter the opinions in this report if said economic, physical or demographic factors were not present as of the date of value of this appraisal. The appraiser is not obligated to predict future political, economic or social trends.

## **EXCLUSIONS**

Furnishings, equipment, other personal property and value associated with a specific business operation are excluded from the value estimate set forth in the report unless otherwise indicated. Only the real estate is included in the value estimates set forth in the report unless otherwise stated.

## **SUBSURFACE RIGHTS**

No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

## **PROPOSED IMPROVEMENTS, CONDITIONED VALUE**

It is assumed in the appraisal report that all proposed improvements and/or repairs, either on-site or off-site, are completed in an excellent workmanlike manner in accord with plans, specifications or other information supplied to these appraisers and set forth in the appraisal report, unless otherwise explicitly stated in the appraisal. In the case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. The estimate of market value is as of the date specified in the report. Unless otherwise stated, the assumption is made that all improvements and/or repairs have been completed according to the plans and that the property is operating at levels projected in the report.

## **MANAGEMENT OF PROPERTY**

It is assumed that the property which is the subject of the appraisal report will be under typically prudent and competent management which is neither inefficient nor superefficient.

## **FEE**

The fee for any appraisal report, consultation, feasibility or other study is for services rendered and, unless otherwise stated in the service agreement, is not solely based upon the time spent on any assignment.

## **LEGAL EXPENSES**

Any legal expenses incurred in defending or representing ourselves concerning this assignment will be the responsibility of the client.

**CHANGES AND MODIFICATIONS**

The appraiser(s) reserves the right, at the cost of the client, to alter statements, analyses, conclusions, or any value estimates in the appraisal if any new facts pertinent to the appraisal process are discovered which were unknown on the date of valuation of this report.

**DISSEMINATION OF MATERIAL**

Neither all nor any part of the contents of this report shall be disseminated to the general public through advertising or sales media, public relations media, new media or other public means of communication without the prior written consent and approval of the appraiser(s).

The acceptance and/or use of the Appraisal Report by the client or any third party constitutes acceptance of the Assumptions and Limiting Conditions set forth in the preceding paragraphs. The appraiser’s liability extends only to the specified client, not to subsequent parties or users. The appraiser’s liability is limited to the amount of the fee received for the services rendered.

## QUALIFICATIONS OF APPRAISER SCOTT QUINN GRIFFIN

### Professional Designations

MAI-Member Appraisal Institute (MAI Designation Number 12359) 2005

### State Licensing and Certification

Certified General Appraiser – State of Nevada 2000  
 License Number A.0003504-CG (Certified Through 03/31/2024)

### Offices Held

Board of Directors-Reno/Carson/Tahoe Chapter Appraisal Institute 2009-2013  
 Treasurer-Reno/Carson/Tahoe Chapter Appraisal Institute 2002-2003  
 President-University of Nevada Young Alumni Chapter 1999

### Appraisal Education and Technical Training

Course 110-Appraisal Principles 1997  
 Course 120-Appraisal Procedures 1998  
 Course 310-Basic Income Capitalization 1998  
 Course 400-Uniform Standards of Professional Appraisal Practice Update 2004  
 Course 410-Standard of Professional Practice-Part A 1999  
 Course 420-Standard of Professional Practice-Part B 1999  
 Course 510-Advanced Income Capitalization 1999  
 Course 520-Highest & Best Use Analysis 2002  
 Course 530-Advanced Sales & Cost Approaches 2004  
 Course 540-Course Report Writing & Valuation Analysis 2003  
 Course 550-Advanced Applications 2003  
 The High-Tech Appraisal Office 1997  
 GIS Applications for Appraisal 1997  
 Uniform Standard of Professional Appraisal Practice 2002  
 Comprehensive Appraisal Workshop 2004  
 Evaluating Commercial Construction 2006  
 Attacking & Defending An Appraisal In Litigation 2007  
 Analyzing Distressed Real Estate 2008  
 7-Hour National USPAP Update Course 2010/2012/2014/2016/2018/2020/2022  
 Condemnation Appraising 2010  
 Appraising Convenience Stores 2010  
 Analyzing Distressed Real Estate 2012  
 Apartment Appraisal, Concepts & Applications 2012  
 Small Hotel/Motel Valuation 2012  
 Business Practice & Ethics 2014  
 Real Estate Finance Statistics and Valuation Modeling 2014  
 The Discounted Cash Flow Model: Concepts, Issues, and Apps 2014  
 Expert Witness for Commercial Appraisers 2016/2020  
 Analyzing Operating Expenses 2016  
 Supervisor-Trainee Course (Nevada) 2016  
 Comparative Analysis 2018  
 The Discounted Cash Flow Analysis Model 2018  
 Data Verification Methods 2018  
 Eminent Domain and Condemnation 2018  
 Appraisal of Assisted Living Facilities 2020  
 Intermediate Income Approach Case Studies for Commercial Appraisers 2020  
 Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) 2021

### Formal Education

University of Nevada, Reno 1995  
 Bachelor of Science in Business Administration; Major-Finance, Minor-Economics

### Occupational History

Johnson Perkins Griffin, LLC 03/2015-Present  
 Johnson-Perkins & Associates 03/1997-02/2015



## QUALIFICATIONS OF APPRAISER SCOTT QUINN GRIFFIN

### Types of Property Appraised

Single Family Residences  
Condominiums  
Vacant Residential Lots  
Subdivisions  
Vacant Commercial Land  
Industrial Buildings/Warehouses  
Shopping Centers  
Retail Buildings  
Professional/Medical Office Buildings  
Apartment Complexes  
Affordable Housing Apartment Complexes  
Hotels/Motels  
Casinos/Hotel-Casinos  
Farmland/Ranchland  
Various Special Use Properties  
Condemnation Appraisals  
Right-Of-Way Appraisals  
Conservation Easements

### Admitted as Expert Witness

United States District Court, District of Nevada  
United States Bankruptcy Court, District of Nevada  
United States District Court  
Superior Court-State of California  
Washoe County District Court  
Washoe County Board of Equalization  
Nevada State Board of Equalization

## APPRAISER CERTIFICATE

### STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : SCOTT Q GRIFFIN

Certificate Number: A.0003504-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: September 6, 2022

Expire Date: March 31, 2024

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: JOHNSON PERKINS GRIFFIN, LLC  
6121 LAKESIDE DRIVE, SUITE 160  
RENO, NV 89511

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*



**GREAT BASIN WATER CO. – SPRING CREEK REQUEST**

**FOR PROPOSAL**

**TEST WELL PROJECT (SCTW-1)**

**12/24/2020**

**PREPARED BY:**

GREAT BASIN WATER, CO.  
Spring Creek Division  
448 Tonka Lane #3  
Spring Creek, NV 89815

**CONSISTING OF:**

TECHNICAL SPECIFICATIONS

BIDDING REQUIREMENTS

PROPOSAL FORMS

CONTRACT DOCUMENTS

**CONSTRUCTION BID DOCUMENTS**

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## SCOPE OF WORK AND SPECIFICATIONS

### **Description of Test Well and Scope of Work:**

Great Basin Water Co. – Spring Creek Division (GBWC-SCD) commissioned Lumos to conduct a groundwater exploration drilling project in Spring Creek to analyze water quality, quantity, aquifer characteristic and boundary conditions for a future well source. An exploratory test hole was drilled at the future test well site for confirmation of the location. The test hole was drilled to a total depth of 930 feet and encountered alluvial sands and interbedded clays. To ensure the viability of the test hole site, a six (6) inch or eight (8) inch test well will be drilled first to verify water quality, quantity and determine aquifer characteristics. If the location turns out to be favorable, then the test well will be followed with the drilling of a new production well sometime in the future.

### **Equipment and Operating Requirements**

The equipment to be furnished shall be approved by the Consultant, and have excess capacity to construct the well as specified herein, includes drilling of the borehole **using conventional or the mud rotary drilling method**, and shall include the following accessory equipment.

- A. Portable, self-contained mud system with operational desanders and shale-shaker. The system provided shall have a minimum volume capacity of 1,500 gallons.
- B. Mud pressure gauge.
- C. Weight indicator.
- D. Drill collars and a centralizer for added weight and stability during all stages of drilling.
- E. Plastic sheeting or drip pans will be placed under the drill rig, and all motorized equipment associated with drilling, construction and development operations, to prevent soil contamination by petroleum-based products.
- F. Frac/baker Tank for decanting development water prior to disposal

### **Drilling Fluid Control**

Contractor shall develop and maintain a drilling fluid program that addresses mix volumes of all additives, formation fluid loss, loss circulation zones and appropriate methods for measuring all required fluid properties. When it becomes necessary to add drilling mud or chemicals to the drilling fluid, it is Contractor's responsibility to maintain a mud system containing a minimum of clay and fine sand, and to deposit a thin, easily removable filter cake on the face of the borehole. If there should be a conflict between the mud requirements for ease in drilling and the mud requirements for protection of the aquifer, then the ruling requirements shall be those for aquifer protection.

Contractor will measure basic and complete drilling fluid properties during drilling of the well borehole. Basic fluid properties to be monitored shall include fluid viscosity, density, pH, sand content, and wall cake thickness. **Basic fluid properties shall be measured a minimum of every hour during a drilling shift or every 40 feet of borehole drilled, whichever occurs first.** Complete fluid properties will be recorded so that the consultant can monitor changes during drilling. Fluid properties will be measured using a Marsh Funnel for viscosity, a fluid density balance for density and sand content, and a mud cake filter press for wall cake thickness. The fluid properties parameters will be maintained as follows:

Fluid Viscosity with a Marsh Funnel viscosity of 45 – 55 seconds  
Density with a mud weight of 8.6 – 9.0 lbs./gal.  
pH of the drilling fluids between 8 and 9.

Sand content re-circulating of 2% or less  
Fluid Loss rate kept at a maximum of 10 – 12 cm<sup>3</sup> during the 7½ minute water loss test

Contractor is responsible for providing the necessary equipment and qualified personnel for performing all measurements. Copies of all recorded measurements shall be supplied to Consultant.

In the event it is the opinion of the Consultant that drilling fluid properties are not being maintained in the best interests of aquifer protection; the Consultant may require Contractor to obtain the services of a qualified mud engineer. Contractor shall be responsible for any payment required for the services of the mud engineer. A mud engineer shall have the responsibility to maintain mud and loss-circulation properties in a manner meeting the goals of aquifer protection. Contractor shall monitor and maintain the fluid properties as outlined by a mud engineer. In the event Contractor cannot attain these properties, the mud shall be replaced at no additional cost to Owner. **Mud pits constructed in the ground for the disposal of unusable mud is not allowed.**

### **Water Discharge**

The Contractor will direct all development or pump testing water discharge to a sump located adjacent to the drill site. Hay bales or silt fencing will be supplied and installed by the contractor to contain all solids. Clean water will be allowed to flow out of the sump.

### **Site Restoration**

Contractor shall restore the site to an original or better condition. All drilling cuttings can remain on site if properly spread out on the ground in an area that does not impede access to the property. Drilling fluids shall be removed from the site. If, after drilling fluids are removed, importation of suitable material is required, it shall be imported and placed at the sole expense of Contractor. Site restoration shall include compaction of suitable materials in areas planned for future construction of roads or other appurtenances necessary for the site. It is the responsibility of Contractor to familiarize itself with any special requirements of site restoration. All site restoration shall be considered incidental to mobilization and demobilization, and no additional payment will be made to Contractor for restoration work.

Contractor shall take extreme care to ensure that no hazardous wastes are spilled or dumped on the site or any permitted waste dumps that the Contractor has been given permission to dispose of cuttings. If any hazardous materials and/or waste are identified the project site, the Contractor will contain the hazardous materials and/or waste by a method approved by the Consultant/Owner. Any hazardous materials or waste spills found to be the responsibility of the Contractor will be remediated, at the Contractors expense, in accordance with State and Federal Regulations.

No payment will be given for special containment or remediation required of hazardous materials or waste by the Contractor

## **WELL SPECIFICATIONS AND DESIGN**

### **BID ITEM CLARIFICATION:**

#### **1. Mobilization and Demobilization**

Work to be performed under this item shall consist of mobilization, demobilization and cleanup. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; temporary power, water, sanitation facilities, and signage; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. Demobilization shall consist of all preparatory work and operations to remove all the facilities and personnel included in Mobilization. Cleanup shall consist of neatly finishing the entire construction area after all the work indicated on the Plans and Specifications is completed and before final acceptance of the project.

Payment for Bid Item No. 1 will be made as follows:

- A. 70% of total bid item after completion of mobilization of all necessary equipment to project site.
- B. 30% following approved removal, cleanup, and restoration of project site as deemed complete by the Owner.

**2. Conductor Casing**

An eighteen and seven-eighth (18-7/8") inch or 20-inch borehole will be drilled to 60 feet below ground level and stabilized in order to install a 14-inch or 16-inch low carbon steel conductor casing, with a minimum wall thickness of 0.250 inches. The conductor casing shall be centralized in the borehole and sealed in place with neat cement installed via tremmie pipe. The neat cement will be allowed to cure for no less than 12 hours.

**3. Borehole  
Test Well Boring**

The test well borehole shall be completed to a final diameter of a (12.625-inch for 6-inch nominal casing or 14.75-inches for 8-inch nominal casing. The borehole can be drilled with a single pass drilling method. The borehole shall be drilled with diligence and without undue delays.

The borehole shall be drilled to the depth that is specified by the well designs. Formation samples shall be taken at 5-foot intervals or change in lithology, whichever is less. Samples shall be labeled and stored in sample bags provided by Contractor that allow liquid to bleed out of the bags. The contractor will build a "rock garden" with drill cuttings adjacent to the site. Drill cuttings will be well organized and stockpiled at the drill site. Chip trays (**20" X 10-unit trays**) will also be collected by the contractor at 5 foot intervals.

Payment for the boreholes shall be based upon a per-foot basis as outlined in the "Bid Schedule" for the total footage drilled at the request of Consultant/Owner. No payment shall be made for over drilling as desired by Contractor.

**4. Blank Casing**

All test well blank casing shall be new quality, mild steel pipe and have an outside diameter of six and five-eighths (6-5/8") inches or eight and five-eighths (8-5/8") inches, with a minimum wall thickness of 0.188 inches with machined and beveled ends. All test well casing shall be of new, first quality materials, and free of defects in workmanship and handling. No reject, sub-

grade or limited-use pipe is acceptable. The well casing will extend two and one half (2-1/2") feet above ground level.

Payment for production well casing shall be at the per foot price for casing installed at the request and approval of the Consultant/Owner as outlined in the "Bid Schedule."

**5. Well Screen Casing**

Well screen shall have a nominal diameter of six and five-eighth (6-5/8") inches or eight and five-eighths (8-5/8") inches with machined and beveled ends and shall be mild steel louvered Roscoe Moss type Ful-Flo well screen or approved equivalent, and have a minimum wall thickness of 0.188 inches. Well screen shall be of new, first quality material, free of defects in workmanship or handling. **Well screen slot size will be 0.055 slot size screen.**

Payment for well screen casing shall be at the per foot price for screen installed at the request and approval of the Consultant/Owner as outlined in the "Bid Schedule."

**6. Blank Casing Sump with Bullnose Cap**

All construction well blank casing, below the screen interval, shall be new quality, mild steel pipe and have an outside diameter of 6 and five-eighths (6-5/8") inches or eight and five-eighths (8-5/8") inches, with a minimum wall thickness of 0.188 inches with machined and beveled end with a rounded bullnose bottom cap. All production casing shall be of new, first quality materials, and free of defects in workmanship and handling. No reject, sub-grade or limited-use pipe is acceptable.

Payment for production well casing sump with bullnose shall be at the per foot price for casing installed at the request and approval of the Consultant/Owner as outlined in the "Bid Schedule."

**7. Centralizers**

The test well casing shall have centering guides (centralizers) approved by Consultant. Centering guides shall be installed at points specified by Consultant, but in no case shall they be more than eighty (80) feet apart.

Payment for the centralizer shall be based upon the cost for each unit installed as outlined in the "Bid Schedule'.

Casing, screen, and centralizers shall be installed using methods approved by Consultant. The production well casing and screen shall be suspended above the bottom of the hole at a sufficient distance to ensure that neither will be supported from the bottom. The suspended casing shall be firmly secured at the surface until gravel and seal are permanently installed. Welders required for field assembly of well casing and screen shall be qualified in accordance with the latest revision of the section entitled, "Welding Procedures of the AWA Standard Qualification Procedure." A continuous, **watertight**, full fillet weld shall join all sections and centering holes if applicable.

**8. Geophysical Logging**

Contractor shall provide a geophysical log of the final bore hole from a well logging Contractor, such as WELNCO, PACIFIC SURVEYS, or an approved equal. The log shall consist of short

and long normal resistivity, single point resistance, natural Gama, spontaneous potential and caliper. Contractor shall make every reasonable effort to ensure logging of the entire borehole.

Payment for the geophysical logging shall be at the lump sum price quoted in the “Bid Schedule” for the entire depth of the borehole.

**9. Furnish and Install Gravel Pack**

The gravel to be installed shall be composed of sound, durable, well-rounded particles containing no silt, clay, organic matter or deleterious materials. Gravel shall be delivered and stored at the drill site in protective super sack containers. The gravel must be at or near the project site so there will be no waiting on gravel once screen and casing have been installed. It is anticipated that the Contractor shall use **8x16 P.W. Gillibrand** washed material (or approved equivalent) as gravel pack for bidding purposes of the test well.

Contractor shall have the responsibility to determine when conditions, with respect to drilling fluid and borehole stability, are satisfactory for gravel placement without bridging. Placement of gravel shall be through a tremmie pipe installed to the depth specified in the well design or by Consultant. Only clean water shall be mixed with the gravel during placement through the tremmie pipe. Shoveling gravel directly into the hole or end dumping with a loader is not allowed. Calcium hypochlorite or sodium hypochlorite shall be mixed with the gravel pack during installation to help ensure the sterilization of the gravel pack. A minimum of 15 gallons of 12.5% sodium hypochlorite or 50 lbs. of calcium hypochlorite will be used during the installation of the gravel pack.

Contractor shall be responsible for placing the gravel in the annulus without bridging. Bridging of gravel pack shall be assumed if gravel packing does not utilize at least ninety percent (90%) of the annular space volume, calculated by the Consultant for the total borehole depth and confirmed by the caliper survey. **If the gravel bridges, Contractor shall correct the problem with no damage to the well or drill a new well completely at the Contractor’s expense. If Contractor chooses to drill a new well, Contractor shall be responsible for all costs associated with properly abandoning the existing well.**

Payment for gravel shall be at the per cubic yard price for gravel installed, as outlined in the “Bid Schedule.” Contractor shall supply Consultant with a gravel invoice, stating quantity, type of gravel and sieve analysis to be delivered for approval.

**10. Plumbness and Alignment**

Contractor shall guarantee that the well, when completed, shall be sufficiently straight and plumb to permit the free installation and operation of pumping equipment to be installed in the ten or twelve (10 or 12) inch diameter well casing. Contractor shall conduct a gyroscopic directional survey of the total depth of the well to verify plumbness and alignment. The gyroscopic directional tool shall record the measured depth, direction the casing is traveling, and the angle or inclination of the casing. The information shall be analyzed and plotted with vertical and horizontal projection prints in a clear and readable format. The Gyroscopic Deviation Survey shall be performed by a contractor experienced in such surveys, such as Pacific Survey, Welenco, or an approved equal.

Failure to pass the Gyroscopic Deviation Survey plumbness and alignment test shall result in rejection of the subject well. A deviation from plumbness not greater than two-thirds (2/3) of the well’s inside diameter per one hundred (100) feet to the top of the well screen is allowed. A deviation greater than this amount will be cause for rejection. No payment shall be made for any



portion of the contract if Consultant/Owner rejects the well. Should the well fail to pass the plumbness and alignment test and have to be abandoned, Contractor shall be responsible for proper abandonment of the well at no cost to Owner.

Payment for the Gyroscopic Deviation Survey shall be at the lump sum price as outlined in the "Bid Schedule."

#### **11. Air Lift Development**

Initial well development shall be by surging. Time is of the essence therefore airlift development activity shall begin 24 hours of well completion activities. Contractor shall provide a combination surge/air development tool that is approved by Consultant/Owner. The development tool will be comprised of double surge blocks or packers and perforated pipe (Figure 3). For development tool description and operation, Contractor is referred to page 515 of Groundwater and Wells, Second Edition, Fletcher Driscoll, published by Johnson Filtration Systems (Fig. 15.16). **Initial development by surging shall begin at the TOP of the screen and shall move downward gradually to the bottom of the well.** Once at the bottom, development will move upward gradually to the top of the screen. The Contractor will provide an Imhoff cone for monitoring sand content. Sand content will be measured and recorded at the beginning and end of each 20-foot development interval. The Consultant will determine when initial development is complete.

After initial development is determined to be complete, the contractor will use a dispersing polymer during airlift development to facilitate breakdown of clay and polymer-based fluids remaining from drilling operations. Use of phosphate products such as sodium acid pyrophosphate (SAPP) during well development is not allowed. Contractor shall use U.S. Filter/Johnson Screens NW-220 dispersing polymer or approved equivalent and apply the dispersant in the quantity necessary to properly develop the well. It is the responsibility of Contractor to develop the well using the selected product in a manner recommended by the manufacturer for wells of this diameter, depth and formations penetrated. Documentation of proper application volumes, ratios and method of introduction will be supplied to Consultant/Owner prior to product use. The dispersant will be mixed thoroughly and allowed to remain in the well undisturbed according to manufacturer recommendation before resuming development. No standby time will be paid during this period. Similar to the initial development, sand content will be measured and recorded using an Imhoff cone. Well development by airlift will continue upon completion of dispersant treatment at twenty-foot intervals until it is the opinion of Consultant/Owner that well development is complete. Contractor shall measure the gravel level in the annular space during development and maintain the gravel level by feeding gravel into the open annulus. The well shall be sounded for total depth, and **Contractor shall remove all sand or debris from the bottom of the well following air lift development.**

Payment shall be at the hourly rate outlined in the "Bid Schedule." **Payment shall be for actual surging time and shall not include setup or tripping in and out of well.**

#### **12. Installation and Removal of Test Pump Equipment**

The contractor shall supply and install/remove test pumping equipment capable of flow rates between 300 and 600 gallons per minute at a total dynamic head of 450 feet. The pump intake will be set at 680 feet below ground level. The estimated static water level in the well is 190

feet. No check valves will be placed in the column pipe assembly. If the pump has a check valve in the assembly, it shall be removed so that surging during pump testing can be accomplished.

The discharge rate shall be measured during development pumping by a 4-inch flow meter for 6-inch casing, or 6-inch flow meter for 8-inch casing. The discharge piping shall also include a new, easily operable and stable gate valve to control flow rates. A sand tester (i.e. Rossum sand tester) shall be installed on the discharge pipe assembly to measure sand content during development and pump testing. The Consultant/Owner shall approve all flow rates monitoring equipment before installation. The PVC 3/4-inch sounder pipe shall be installed to 500 feet and open at the top and provide easy access for measuring water levels during development and testing. **The Contractor will supply and install a transducer to collect data during pump development and the pump testing activities.** All materials for installation of the pumping system and discharge assembly will be provided by the Contractor. The Contractor will be responsible for installation of the equipment.

**Prior to the removal of the test pumping equipment, the well shall be sounded for total depth, and Contractor shall remove all sand or debris from the bottom of the well.**

Payment for installation and removal of test pumping equipment shall be at the lump sum price as outlined in the “Bid Schedule.”

### **13. Pump Development**

The initial pumping rate shall be restricted. Development will consist of a minimum of five (5) pumping and resting cycles. Sand content as measured by the sand tester will be recorded during each pumping cycle. As the water clears, the pumping rate shall be gradually increased until the maximum rate is reached. Consultant/Owner shall determine the maximum rate after consideration of the well drawdown and discharge characteristics. Consultant/Owner shall determine when development is complete.

Payment for the pumping operations during development shall be at the hourly rate as outlined in the “Bid Schedule.” No standby time will be paid from the end of pumping development to the start of any pumping tests.

### **14. Pumping Tests**

Following development operations, Contractor will be requested to assist in performing a complete test pumping of the production well. The discharge rate shall be measured using a flow meter appropriate for the flow range to be tested. Installation of necessary appurtenances, such as gate valve and sounding tubes, shall be approved by Consultant/Owner prior to initiation of testing for yield and drawdown. Appurtenances will be evaluated and approved by Consultant/Owner based upon correct installation, quality of equipment and ease of operation. The Contractor shall be responsible for installing a 1/4-inch threaded tap into the discharge line to allow attachment of a Rossum Sand Tester. Contractor shall provide and assist in the operation of the sand testing device. Consultant shall direct test pumping with the anticipated pumping scenario for the well to include, but not be limited to, the following:

- A. Step Drawdown Test: The step drawdown test will include a minimum of four

different pumping rates estimated between 300 and 600 gpm. Each rate will be pumped for a minimum of one hundred (100) minutes. After step drawdown test completion, the well shall be allowed to recover to the original static water level or for a minimum of twelve (12) hours (whichever occurs first) before beginning the constant rate discharge test.

- B. Constant Rate Discharge Test: The constant rate discharge test must be continuous without interruption for a minimum of twenty-four (24) hours. While the test is being conducted, the Consultant will monitor the pump test and conduct infrequent pump test analysis to determine the final duration of the pump test. At the end of the pumping period, the pump may not be removed for a period equal to the total length of the pump test or until approved by the Consultant/Owner. If the constant rate discharge test is interrupted before the Consultant approves that the test has been successfully concluded, the well shall be rested, and allowed to recover before restarting the test; for at least the amount of time the pump ran before failure.

Discharge water will be land applied as described through a sump with straw bales/silt fencing to the adjacent land. Equipment installation for all tests shall be installed and ready to operate between 8:00 a.m. and 10:00 a.m. If test equipment is not ready to operate prior to 10:00 a.m., the scheduled test will be postponed until 8:00 a.m. the following morning. Actual measurements taken while testing for yield and drawdown will be the responsibility of the Contractor. The Contractor shall be responsible for the operation of all equipment and ensure its continuous uninterrupted operation, as requested by the Consultant/Owner.

Payment for the testing by pumping shall be at the hourly rate specified as outlined in the “Bid Schedule.” The hourly rate does not include the time spent for equipment installation.

#### **15. Installation and removal of Sound Barriers**

If it is deemed necessary, the Contractor shall supply and install sound barriers around the drill site. All materials or equipment necessary for the installation of the sound barriers will be provided by the Contractor. The sound barrier must be a minimum of 16 feet tall, and the Consultant/Owner shall approve materials before installation

Payment for installation and removal of sound barriers shall be at the per linear foot price as outlined in the “Bid Schedule.”

#### **16. Video Survey**

Contractor shall conduct a video survey after completion of test pumping and before capping of the well. The video surveying equipment shall include, but not be limited to, a submersible video camera unit or tools, video monitoring and video tape recorder specifically designed and constructed for underwater operation and viewing in wells. The video recorder shall be in CD or another digital format. The video will have the date and time recorded as well as the numbers indicating the depth of the camera below the top of the casing shall appear continuously on the monitor and be recorded legibly on the recording. The video camera tool must have a bottom lens and light source for looking vertically down the well and shall record images in color. The video camera will also have a side-viewing camera and light source for viewing horizontally in the well. The side-viewing camera must be capable of providing images of the entire circumference of the well. Video camera controls must be capable of switching instantaneously

between the down hole and side views. A contractor experienced in video surveys shall perform the video survey, such as Welenco, Pacific Survey, Colog, or an approved equivalent.

Payment of the video survey shall be at the lump sum price as outlined in the “Bid Schedule.”

**17. Well Disinfection, Capping, Surface Monument, Bollard installation**

After completion of video survey, the well shall be disinfected. The Contractor shall provide the Owner with an approved procedure, in accordance with AWWA Standard C654, for chlorinating the well with quantities and materials to be used. The chlorinating solution will be introduced into the well below the static water level through a tremmie pipe and mixed throughout the water column by surge block, bailing or other mechanical action.

Upon completion of the well disinfection, the open gap between the conductor casing and the well casing shall be fitted with a steel donut ring that is welded in place. A 2-inch screw cap port shall be installed/welded into the donut ring for adding gravel pack. The 6-inch or 8-inch casing that extends 2-1/2 feet above grade shall be fitted with a 4-inch reduction, and a 4-inch nominal steel lockable cap will be installed.

A four foot by four foot by 6 inch (4' x 4' x 6") cement pad surface monument, **with four (4) steel bollards cemented in place**, will be installed and centered on the well head.

Payment of the well disinfection, capping, and installation of surface monument and bollards shall be at the lump sum price as outlined in the “Bid Schedule.”

**GREAT BASIN WATER CO. – SRING CREEK  
INSTRUCTIONS TO BIDDERS  
TEST WELL PROJECT (SCTW-1)**

Bids are requested for a general construction contract, or work described in general, as follows: The Great Basin Water Co. – Spring Creek (the Owner) will receive sealed bids from Bidders until **3:00 p.m., local time (PDT), on Tuesday, January 26, 2021. Bids may also be sent electronically.** Bids received after this time will not be opened or accepted and will be returned unopened. Electronic copies of bids may be sent to Sean Ashcraft and Mark Windholz, Project Managers, at [sean.ashcraft@greatbasinwaterco.com](mailto:sean.ashcraft@greatbasinwaterco.com) or [mark.windholz@greatbasinwaterco.com](mailto:mark.windholz@greatbasinwaterco.com). Requests for Information will be received by email to [sean.ashcraft@greatbasinwaterco.com](mailto:sean.ashcraft@greatbasinwaterco.com) or [mark.windholz@greatbasinwaterco.com](mailto:mark.windholz@greatbasinwaterco.com) up to close of business on 01/11/2021.

**SCHEDULE**

The ITB process will be governed by the following schedule:

Release of ITB	December 24, 2020
Deadline for Written Questions	January 11, 2021
Proposals Due Date	January 26, 2021
Approval of Contract	February 1, 2021

**BID PROPOSAL FORM**  
**GREAT BASIN WATER CO. – SPRING CREEK**  
**TEST WELL PROJECT (SCTW-1)**  
**CONSTRUCTION BID FORM**  
**(MUST BE USED FOR BID SUBMITTAL)**

Proposal of Stonehouse Drilling & Construction, LLC, (hereinafter called "Bidder"),

a Nevada \_\_\_\_\_ [ corporation / a partnership / an individual  LLC  
(State) (circle appropriate listing above)

doing business as Stonehouse Drilling & Construction, LLC \_\_\_\_\_,

to the Great Basin Water Co. – Spring Creek, located at 448 Tonka Lane #3 Spring Creek, NV 89815 (hereinafter called "Owner") to furnish and deliver all materials except those specified to be furnished by the "Owner" and to do and perform all work for the:

**TEST WELL PROJECT (SCTW-1)**  
**GREAT BASIN WATER CO. – SPRING CREEK DIVISION**

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of contract and the special provisions, plans and specifications therein referred to and made a part thereof; the bidder proposes and agrees if this proposal is accepted, that the undersigned will contract with the "Owner", in the form of contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract and annexed special provisions, plans and specifications, in the manner and time prescribed and according to the requirements of the "Owner" as set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that the undersigned will accept in full payment therefore the following unit prices:

GREAT BASIN WATER CO. – SC DIV

TEST WELL PROJECT (SCTW-1)

PROPOSAL SCHEDULE (IN NUMBERS) = \$  $\frac{6'' - \$176,210}{8'' - \$192,170}$

TEST WELL BASE BID AMOUNT (WRITTEN FORM):

One Hundred Seventy Six Thousand Two Hundred Ten Dollars - 6-inch Test Well

One Hundred Ninety Two Thousand One Hundred Seventy Dollars - 8-inch Test Well

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**THE BIDDING WELL DRILLING CONTRACTOR MUST FILL OUT THE BID PROPOSAL FORM PROVIDED ABOVE. THE WELL DRILLING CONTRACTOR SHALL ALSO ATTACH A UNIT COST BREAKDOWN OF THE CONTRACTOR'S EQUIPMENT COSTS, LABOR COSTS, AND UNIT MATERIALS COSTS.**

## GREAT BASIN WATER CO. – SPRING CREEK

The “Owner” shall award the contract to the bidder submitting the best bid proposal. **The best bid proposal may include either the Base Bid alone, or the Base Bid and Alternate Bid Item No. A1. To determine the best bid proposal submitted the Owner will consider experience on similar projects as Well as the Contractor’s detailed bid schedule of costs enclosed with this Bid Proposal Form.**

Unit prices for all items, all extensions, total base bid, additives and/or deductive alternate amounts of Proposal must be shown. In event of discrepancy between words and figures, the words shall prevail.

If this Proposal shall be accepted and the undersigned fail to contract and present evidence of required liability insurance and licenses within **ten (10) calendar days** after the bidder has received the “Notice of Award” of the contract from the “Owner”; Great Basin Water Co. - Pahrump may, at its option, determine that the bidder has abandoned the contract, and thereupon this Proposal and acceptance thereof shall be null and void, and the forfeiture of security accompanying this proposal and the same shall be the property of Great Basin Water Co. – Pahrump.

The bidder hereby agrees to commence work under this Contract on or before a date to be specified in written “Notice to Proceed” of the Owner and to fully complete the project within **Forty five (45) calendar days** thereafter. The Contractor acknowledges and agrees that if the contractor fails to complete substantially or cause the substantial completion of a portion of the work within the contract time, the owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the owner and the contractor agree as follows in this paragraph:

- (a) If the contractor fails to achieve substantial completion of the work within the contract time and as otherwise required by the contract documents, the owner shall be entitled to retain or recover from the contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first business day following expiration of the contract time and continuing until the actual date of substantial completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the owner will incur as a result of delayed completion of the work: a minimum of **five hundred (\$500.00) dollars per calendar day.**
- (b) The owner may deduct liquidated damages from any unpaid amounts then or thereafter due the contractor under this agreement. Any liquidated damages not so deducted from any unpaid amounts due the contractor shall be payable to the owner at the demand of the owner, together with interest from the date of the demand at a rate equal to the lower of the Federal Treasury Bill Rate or the highest lawful rate of interest payable by the contractor.
- (c) If, and to the extent that, the contractor is delayed in the progress of the work by an act or neglect of owner, authorized representative or a separate contractor employed by



owner (owner delay), contractor may apply for an extension of the contract time in accordance with the contract documents, but owner delay will not bar owner from recovery of damages for contractor delay beyond the contract time, as extended.

25

- (d) If, and to the extent that, the owner can meet the burden of proving that owner has suffered actual damages as a result of contractor delay substantially in excess of the assessable liquidated damages, the owner may retain or recover the excess actual damages in addition to the liquidated damages.
- (e) Regardless of the owner's retention or recovery of liquidated damages for the period of the delay up to the date of substantial completion, the owner may recover actual damages for breach of contract by the contractor accruing thereafter until final completion, such as for the contractor's failure to fully and timely complete uncompleted work (i.e., "punch list" items).
- (f) Liquidated damages for delay shall only cover administrative, overhead and loss of public use damages suffered by owner as a result of delay. Liquidated damages shall not cover the cost of completion of the work, damages resulting from defective work, damages suffered by others who then seek to recover their damages from owner (for example, delay claims of other contractors, subcontractors, or tenants), and defense costs thereof.

Bidder acknowledges receipt of the following addendum:

1

The undersigned currently holds a valid Nevada State Contractor's license.

License Classification(s) and Number: 0069994 / C23

Elko County Business License Number: In Progress

BIDDER NAME: Stonehouse Drilling & Construction, LLC

MAILING ADDRESS: 7801 Lakeside Drive

CITY: Reno STATE: NV ZIP CODE: 89511

TELEPHONE: (775 ) 432-2900 FAX: (775 ) 331-8284

BY: Stephanie Tompkins

(TYPED OR PRINTED NAME OF INDIVIDUAL AUTHORIZED TO SIGN BID)

TITLE: Managing Member

The following signature indicates that bidder has inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine the site or any form, instrument or document shall in no way relieve any bidder from any obligation in connection with this Bid Proposal to perform the Work as required.

SIGNATURE OF AUTHORIZED PERSON: *Stephanie Tompkins*

(If bid is by a corporation, affix seal and attach certified copy of corporate resolution authorizing the officers or representatives to execute the Bid Proposal and all Contract Documents if the bid is accepted.)

**GREAT BASIN WATER CO. – SPRING CREEK  
TEST WELL PROJECT (SCTW-1)**

**EXPERIENCE QUALIFICATIONS  
(To Accompany Bid Form)**

The Bidder has been engaged in the contracting business, under the present business name for years. Experience in work of a nature similar to that covered in the proposal extends over a period of 26 years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor except as follows:  
NONE

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

YEAR	CONTRACT AMOUNT	TYPE OF WORK	LOCATION & FOR WHOM PERFORMED	CONTACT NAME	PHONE #
	SEE ATTACHED MUNICIPAL DRILLING PROJECTS				

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE & CAPACITY	CONDITION	LOCATION
1	TH60 70K Drill Rig	Excellent	Reno, Nevada
1	Mud Puppy Portable Mud System	Excellent	Reno, Nevada
1	Reserve Mud Tank if Needed	Good	Reno, Nevada
1	Dog House Trailer with Genset & Lighting	Excellent	Reno, Nevada
1	Backhoe	Good	Reno, Nevada

SIGNED: Stephanie Tompkins

DATE: 01-19-2021

**GBWC-SCD  
TEST WELL PROJECT (SCTW-1)  
BASE BID SCHEDULE REVISION 1**

**Company Name:** Stonehouse Drilling & Construction, LLC  
**Drillers Name (References Attached):** Ray Wilson, Matt McCoy, Bill Boyd  
**Minimum Pad Dimensions:** 100' X 140'

<b>Drilling, Construction, Airlift Development and Testing of One (1) 6-inch Test Well to Approximately 800 Feet in Depth per Well Design</b>					
<b>Item</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization/Demobilization drill rig and equipment including site restoration (not to exceed 20% of total project cost).	1	LS	\$ 28,000	\$ 28,000
2	Furnish and install 14-inch diameter, 0.25" wall, LCS conductor casing in 18-7/8" borehole, and install sanitary grout seal via tremmie pipe (estimated 60 ft. seal).	1	LS	\$ 12,000	\$ 12,000
3	Drill 12-5/8" minimum diameter borehole.	850	LF	\$ 55	\$ 42,500
4	Furnish and install 6-inch diameter, 0.188" wall, LCS blank casing.	480	LF	\$ 22	\$ 10,560
5	Furnish and install 6-inch diameter, 0.188" wall, LCS louvered (Ful-Flo) screen, 0.055 slot size.	400	LF	\$ 58	\$ 23,200
6	Furnish and install 6-inch diameter, 0.188" wall, LCS blank casing with bullnose on bottom of sump.	20	LF	\$ 30	\$ 600
7	Furnish and install centralizers at a minimum of every 80-ft.	30	EA	\$ 25	\$ 750
8	Provide geophysical survey (SP, Long/Short Resistivity, Natural Gamma, and caliper)	1	LS	\$3,800	\$ 3,800
9	Furnish and install gravel pack (PW Gillibrand 8X16)	21	YD <sup>3</sup>	\$ 550	\$ 11,550
10	Gyroscopic Deviation Survey	1	LS	\$2,200	\$ 2,200
11	Airlift development by surging.	24	HR	\$ 350	\$ 8,400
12	Installation and removal of test pumping equipment	1	LS	\$ 7,500	\$ 7,500

13	Pump development	18	HR	\$ 225	\$ 4,050
14	Pumping Tests	32	HR	\$ 225	\$ 7,200
15	Installation and removal of sound barrier	400	LF	\$ 25	\$ 10,000
16	Video Survey	1	LS	\$ 1,200	\$ 1,200
17	Disinfection, capping, install surface monument, bollards	1	LS	\$ 1,500	\$ 1,500
18	Standby hours at Consultant's request.	8	HR	\$ 150	\$ 1,200
<b>TOTAL BID</b>					176,210 \$

**TOTAL BID PRICE: \$ 176,210**

**TOTAL PRICE (Words):** One Hundred Seventy Six Thousand Two Hundred Ten Dollars

Stephanie Tompkins

Contact Name (Printed)

*Stephanie Tompkins*

Contact Name (Signature)

**Acronyms:**

Est. Qty. – Estimated Quantity

U/M – Unit of Measurement

LS – Lump Sum

LF – Linear Feet

EA – Each

CY – Cubic Yards

HR - Hours

**GBWC-SCD  
MONITORING WELL PROJECT (SCTW-1)  
BASE BID SCHEDULE**

**Company Name:** Stonehouse Drilling & Construction, LLC

**Drillers Name (References Attached):** Ray Wilson, Matt McCoy, Bill Boyd

**Minimum Pad Dimensions:** 100 X 140

<b>Drilling, Construction, Airlift Development and Testing of One (1) 8-inch Test Well to Approximately 910 Feet in Depth per Well Design</b>					
<b>Item</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization/Demobilization drill rig and equipment including site restoration (not to exceed 20% of total project cost).	1	LS	\$ 28,000	\$ 28,000
2	Furnish and install 16-inch diameter, 0.25" wall, LCS conductor casing in 20-inch borehole, and install sanitary grout seal via tremmie pipe (estimated 60 ft. seal).	1	LS	\$ 13,500	\$ 13,500
3	Drill 14.75-inch minimum diameter borehole.	850	LF	\$ 55	\$ 46,750
4	Furnish and install 8-inch diameter, 0.250" wall, LCS blank casing.	480	LF	\$ 29	\$ 13,920
5	Furnish and install 8-inch diameter, 0.250" wall, LCS Ful-Flo louvered screen, 0.055 slot size.	400	LF	\$ 68	\$ 27,200
6	Furnish and install 8-inch diameter, 0.250" wall, LCS blank casing with bullnose on bottom of sump.	20	LF	\$ 35	\$ 700
7	Furnish and install centralizers at a minimum of every 80-ft.	30	EA	\$ 25	\$ 750
8	Provide geophysical survey (SP, Long/Short Resistivity, Natural Gamma, and caliper)	1	LS	\$ 3,800	\$ 3,800
9	Furnish and install gravel pack (PW Gillibrand 8X16)	26	YD <sup>3</sup>	\$ 550	\$ 14,300
10	Gyroscopic Deviation Survey	1	LS	\$ 2,200	\$ 2,200
11	Airlift development by surging.	24	HR	\$ 350	\$ 8,400

12	Installation and removal of test pumping equipment	1	LS	\$ 7,500	17,500
13	Pump development	18	HR	\$ 225	\$ 4,050
14	Pumping Tests	32	HR	\$ 225	\$ 7,200
15	Installation and removal of sound barrier	400	LF	\$ 25	\$ 10,000
16	Video Survey	1	LS	\$ 1,200	\$ 1,200
17	Disinfection, capping, install surface monument, bollards	1	LS	\$ 1,500	\$ 1,500
18	Standby hours at Consultant's request.	8	HR	\$ 150	\$ 1,200
<b>TOTAL BID</b>					<b>\$ 192,170</b>

**TOTAL BID PRICE: \$ 192,170**

**TOTAL PRICE (Words):** One Hundred Ninety Two Thousand One Hundred Seventy Dollars

Stephanie Tompkins

Contact Name (Printed)

*Stephanie Tompkins*

Contact Name (Signature)

**Acronyms:**

Est. Qty. – Estimated Quantity

U/M – Unit of Measurement

LS – Lump Sum

LF – Linear Feet

EA – Each

CY – Cubic Yards

HR - Hours

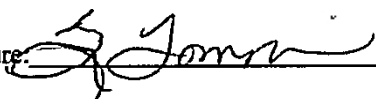
**AFFIDAVIT OF NON-COLLUSION  
(To Accompany Bid Form)**

STATE OF Nevada )  
 )SS.  
COUNTY OF Washoe )

I, Stephanie Tompkins (Name of party signing this affidavit and the

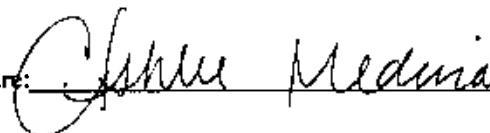
Proposal Form) Managing Member (Title), being duly sworn to depose and say:

That Stonehouse Drilling & Construction, LLC (Name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Signature: 

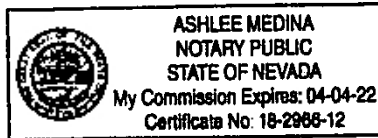
Title: Managing Member

Sworn to before me this 19th day of January, 2021.

Signature: 

Title: Notary Public

(SEAL)







PROJECT NAME	DATES	CLIENT	ENGINEER	CONTRACT AMOUNT	TOTAL DEPTH	SCOPE OF WORK	CASING & MATERIALS USED
UIN Pahump Well 8	12/5/16 to 12/15/16	Utilities Div of Central Nevada - James Easton 775-432-3184	Mike Hardy - Lumos & Associates 775-827-1611	\$511,960	970	Drill test hole, e log, drill borehole, install casing, gravel, and develop well.	14" HSLA Casing & 14" HSLA Louwer
Ca Hornia Water Service STR87	7/8/15 to 8/11/15	California Water Service - John Pucciniel 408-367-8200	Eli Ludwig - Groundwater Partners 505-999-7535	\$680,147	580	Drill test hole, run geophysical logging, conduct isolated zone sampling, ream borehole, install casing, gravel, and develop well.	16" Casing & Screen
TMWA Innovation Well	9/9/15- 9/17/15	Truckee Meadows Water Authority - Chris Struffert 775-834-8047	Randy VanHooser - Truckee Meadows Water Authority 775-834-8011	\$478,774	300	Drill borehole, run geophysical logging, install casing, gravel, and develop well.	14" Stainless Steel Blank Casing & 14" 0.080 inch slot Stainless Steel Wire Wrap
TMWA Army Aviation Well	9/23/15- 10/3/15	Truckee Meadows Water Authority - Chris Struffert 775-834-8047	Randy VanHooser - Truckee Meadows Water Authority 775-834-8011	\$956,666	610	Drill borehole, run geophysical logging, install casing, gravel, and develop well.	18" Stainless Steel Blank Casing & 18" 0.090 inch slot Stainless Steel Wire Wrap Casing
City of Sacramento Shasta Park	10/16/17 11/12/17	City of Sacramento - Marc Lee 916-808-7481	Larry Ernst - Wood Rodgers 916-361-7447	\$465,000	915	Drill pilot hole, run geophysical logging, ream borehole, install casing, gravel, and develop well	Stainless Steel Casing
Deodar Well Replacement	11/26/17- 1/25/18	Silver Springs Mutual Water Company - Matt Martensen 775-684-9380	Dwight Smith - Interflow 530-582-1622	\$629,615	360	Drill borehole, run geophysical logging, install casing, gravel, and develop well.	14" Stainless Steel Blank Casing & 14" Continuous Slot Stainless Steel Wire Wrap
Lander County Mountain View Golf Course Well 9-A	04/13/18- 05/13/18	Lander County Public Works - Bert Ramos 775-455-6869	Dwight Smith - Interflow 530-582-1622	\$925,431	200	Drill test hole, run geophysical logging, conduct isolated zone sampling, drill borehole, install casing, gravel, and develop well.	16" Stainless Steel Blank Casing & 16" 0.050 inch slot Stainless Steel Wire Wrap Casing
Lyon County Production Well 21	4/26/18- 5/20/18	Lyon County Utilities Department - Scott Fleckenstein 775-721-8001	Kirk Swanson - Farr West Engineering 775-853-7257	\$529,736	510	Drill borehole, run geophysical logging, install casing, Sr. beads, and develop well	14" Stainless Steel Blank Casing & 14" 0.080 inch slot Stainless Steel Wire Wrap
Las Vegas Valley Water District Replacement Well 1W029A	3/12/18- 4/26/18	Las Vegas Valley Water District - Don Bittle 702-822-3383	Jason Mace - Las Vegas Valley Water District 702-822-3309	\$1,379,720	1000	Drill pilot hole, run geophysical logging, ream borehole, install casing, gravel, and develop well.	20" Stainless Steel Louvered Casing & 20" Mild Steel Blank Casing
Las Vegas Valley Water District LVV0001, LVV0004, & LVV0005	02/07/19- 03/24/19	Las Vegas Valley Water District - Don Bittle 702-822-3383	Las Vegas Valley Water District - Jeff Johnson 702-290-6832	\$736,630	680 & 1080	Drill test holes, run geophysical logging, construct monitoring wells, and develop wells.	6 5/8" SDR 17 PVC Certa-Lok Blank & Screen Weir Casing, and 2" monitori g well PVC
Mason Valley Fish Hatchery Well R-1	04/22/19- 05/15/19	Nevada Department of Wildlife - Rodd Lighthouse 775-688-1586	Dwight Smith - Interflow 530-582-1622	\$450,977	360	Drill borehole, run geophysical ogging, install casing, gravel, and develop well	14" HSLA Casing, 14" Continuous Wire Wrap Stainless Steel Casing, & 14" Stainless Steel Blank Casing
Carson City Well 3 Redrill	08/09/19- 09/13/19	Carson City Purchasing & Contracts - 775-283-7362	David Carlson - Aqua Groundwater 775-250-9700	\$483,524	500	Drill pilot hole, run geophysical logging, ream borehole, install casing, gravel, and develop well.	18.625" Stainless Steel Blank Casing & 18.625" Stainless Steel Wire Wrap Screen
Tarr Well 8	09/06/19- 11/15/2019	City of El Paso Robles - Kristin Ferravanti 805-237-3861	Tim Cleath - Cleath Harris Geologist 805-543-1413	\$505,162	935	Drill pilot hole, run geophysical logging, ream borehole, install casing, gravel, and develop well.	16" Blank Casing & 16" Stainless Steel Wire Wrap Casing
Gardenville Ranchos GID Well 4	10/12/18- 11/30/18	Gardenville Ranchos GID - 775-265-2048	Lumos & Associates - 775-883-7077	\$525,284	525	Drill pilot hole, run geophysical logging, ream borehole, install casing, gravel, and develop well.	16" HSLA Blank Casing & 16" HSLA Louvered Casing

## CONTRACTOR SERVICES AGREEMENT

This Contractor Services Agreement (the “**Agreement**”) dated effective (the “**Effective Date**”) is between:

(“**Utility**”)

**GREAT BASIN WATER, CO.  
SPRING CREEK DIVISION  
448 TONKA LANE #3  
SPRING CREEK, NV  
89815**

and:

(“**Contractor**”)

### CONTRACTORS NAME BACKGROUND

- A. Utility seeks to have its (the “**Business Opportunities**”)
- B. Contractor has experience with the design, and installation of this equipment with projects similar to the Business Opportunities.
- C. Utility wishes to retain Contractor to provide certain services in connection with the Business Opportunities on the terms and conditions set out in this Agreement.

### AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

- 1. **Services Provided by Contractor**
  - 1.1. Scope of Services. Contractor shall provide the services described in Schedule “A” (the “**Services**”) in connection with the Business Opportunities.
  - 1.2. Provision of Services. Subject to Schedule “A”, Contractor shall be free to determine the hours of the day during which it will perform the Services, provided, however, that (i) the Services must be performed in accordance and compliance with all industry standards and applicable standards and specifications from any governmental authorities and Utility, and (ii) that access to Utility’s premises for performance of the Services shall only be granted during Utility’s normal business hours unless otherwise authorized by the Utility Representative identified in Part 3 of this Agreement.

**2. Term**

- 2.1. The term of this Agreement shall be from the Effective Date (**Date**) to the Termination Date (**Date**), unless terminated earlier pursuant to Part 10 or Section 13.1(c) of this Agreement (the "**Term**").

**3. Utility Representative**

- 3.1. Utility's representative in respect of this Agreement is (the "**Utility Representative**"). Utility shall notify Contractor if it changes the Utility Representative. The Utility Representative shall be Contractor's principal contact for the purposes of this Agreement and the Services. Contractor shall report to, make recommendations to, and take directions from the Utility Representative in respect of the Services provided that Contractor shall be responsible for any decisions related to Quality Assurance or Quality Control to ensure the work is completed in accordance with all applicable standards and specifications and industry standards.

**4. Representations and Warranties**

- 4.1. Contractor hereby represents and warrants to Utility that:
- (a) Contractor and all of its employees performing the Services possess the necessary qualifications, licenses, permits, knowledge, skills, expertise and experience to perform the Services to the highest professional standards.
  - (b) the performance of the Services does not create any conflict of interest, either ethically, professionally or otherwise in relation to any services provided by Contractor to any other party prior to or concurrently with this Agreement.
  - (c) all equipment and materials provided as part of the Services are free and clear of any encumbrance or lien;
  - (d) all goods covered by this Agreement shall conform to the specifications, drawings, samples or other description furnished or specified by Utility and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defects; and
  - (e) the Services shall be free from all defects arising from or related to faulty construction, manufacture, installation, materials or workmanship which become obviously apparent to Utility within 12 months from the date the Services are completed and accepted by Utility.

**5. Covenants of Contractor**

- 5.1. Contractor hereby covenants to Utility as follows with respect to the performance of the Services:

- (a) Contractor shall at all times act in the best interest of Utility and perform the Services in a competent, workmanlike and professional manner, using due care and diligence.
- (b) Contractor shall comply with all safety, security and quality assurance and quality control procedures required by Utility, any applicable governmental or regulatory authority and standards and specifications generally accepted in the industry for similar work;
- (c) Contractor shall comply with all applicable local, state and federal laws, orders, regulations, ordinances, standard, codes, specifications, and other rules, licenses and permits of all lawful authorities, including but not limited to the Occupational Safety and Health Administration's Excavation standards, and all applicable trench safety standards, including but not limited to 29 Code of Federal Regulations (CFR) Part 1926, Subpart P and undertake trenching in a workman-like manner. In the case of a conflict, the more rigid specification or standard shall apply. Prior to commencement of excavation, Bidder shall telephone the Underground System Alert (USA) at 811 and, after any existing utilities have been located, extreme caution shall be exercised while excavating in their vicinity. Once exposed, pipes, conduits, and cable shall be shored or supported as necessary to prevent damage. The full cost of repair or replacement of damaged utilities shall be borne by the Bidder;
- (d) Contractor agrees to provide a qualified geo-technical expert who will be responsible to ensure that all geotechnical services for compaction testing meet Nye County, Utility and Orange Book section 336 compaction standards, specifications and requirements. Contractor shall be responsible for compaction reports for the Services and review of such Compaction reports with certification that the reports reflect compliance with all applicable standards, specifications, and requirements. Contractor shall provide such certifications and reports to Nye County and Utility, before the issuance of final payment;
- (e) Contractor acknowledges and agrees that Utility reserves the right but shall have no obligation to retain a third-party geotechnical firm to conduct independent geotechnical services on all Services. If Utility exercises this right and the Utility independent geotechnical firm determines substandard trench compaction has occurred, Contractor agrees to correct the substandard trench compaction in a form acceptable to Utility and the Utility independent geo-technical firm at Contractor's expense, before the final acceptance of the Services by Utility. Contractor acknowledges and agrees that Utility shall rely on Contractor's own quality control and assurance including with respect to such geo- technical issues and nothing herein relieves Contractor of its responsibility to ensure total compliance with all applicable geo-technical standards, specifications and requirements;
- (f) Contractor shall take all measures in the performance of the Services to minimize disturbance or damage to the environment and shall be solely responsible for any liability associated with any damage to the environment caused by Contractor's

Services;

- (g) Contractor shall furnish all labor, supervision, materials, tools and equipment (accept as otherwise expressly provided in this Agreement) and shall secure all permits and approvals necessary for the complete performance of the Services. Contractor shall assume all liability and hold Utility harmless from any damages or liability of any kind in the event Contractor fails to secure any necessary permit or approval; and
- (h) Contractor shall cooperate fully with the Utility Representative in conducting inspections or tests of Services performed and shall, at no cost to Utility, provide such additional services as may be considered necessary by Utility to remedy any defects or deficiencies in the Services caused by the negligent act or omission of Contractor or by the failure of Contractor to perform the Services in accordance with the provisions of this Agreement. In the event that Contractor fails to do so, Utility may remove or replace the Services or any part thereof at Contractor's expense. This provision shall survive the termination of this Agreement for any reason, including without limitation, expiration of the Term. No inspection by Utility shall in any event relieve Contractor from its responsibilities or obligations under this Agreement.

**6. Terms of Payment**

- 6.1. Fees. Utility shall pay Contractor for the Services in accordance with the terms of this Agreement and the fee schedule attached as Schedule "B".
- 6.2. Invoice and Report. On the last day of each month, or the first business day thereafter if the last day is not a business day, commencing in (Date), Contractor shall submit to the Utility Representative an invoice for Contractor's fees for the immediately preceding month as described in Schedule "B" and a status report as described in Schedule "A" together with each invoice to qualify for payment of the fees.
- 6.3. Payment of Invoice. The Utility Representative shall verify and approve each invoice in accordance with the terms of this Agreement and expense report and shall arrange for payment within 30 days of approval.
- 6.4. Liens, Claims. Contractor shall timely pay all indebtedness for equipment, materials, supplies and labor used in the performance of Services. Contractor shall not permit any lien or charge to attach to any materials purchased by it hereunder or any premises upon which Services are performed by reason of its own work or the work of its subcontractors, if any. If any such lien shall so attach, Contractor shall promptly procure its release and hold Utility harmless from all loss, damage, and cost or expense incidental thereto. If requested by Utility, Contractor shall submit to Utility lien releases or waivers, in a form acceptable to Utility, from Contractor and its subcontractors and suppliers. If requested, the receipt of a satisfactory lien release shall be a condition precedent to final payment by Utility to Contractor. Utility may withhold from any payment due to Contractor an amount sufficient to indemnify Utility against any lien claim that could arise in connection with the provision of Services, until such time as the lien has been discharged or other arrangements to satisfy

the lien have been made by Contractor.

**7. Maintenance of Records**

- 7.1. Contractor shall keep full and detailed records respecting performance of the Services for at least three years after completion or termination of the Services, and Contractor shall provide Utility copies of all such records upon completion or termination of the Services and permit Utility to inspect and audit these records at all reasonable times.

**8. Insurance**

- 8.1. Minimum Coverage. Before commencing the Services, Contractor shall obtain, at its own expense, the following insurance coverage for the duration of the Term:

- (a) Workers' Compensation and Employer's Liability coverage in accordance with the statutory requirements in the jurisdiction where the Services are performed in the minimum amount of \$2 million per occurrence;
- (b) commercial general liability for bodily injury, death and property damage in the minimum amount of \$5 million per occurrence and in the aggregate, naming Utility as an additional insured with respect to the Services. The policy shall also provide such insurance as primary insurance in relation to liability arising out of the Services and contain a cross liability provision and a waiver of subrogation against Utility and its officers, directors, servants and agents;
- (c) professional liability insurance in the minimum amount of \$2 million per claim, against claims for errors, omissions, negligent acts and other exposures arising from professional services with such coverage being maintained for at least 12 months after the termination of this Agreement; and
- (d) automobile liability on all vehicles used by Contractor in connection with this Agreement in the minimum amount of \$2 million per occurrence in respect of bodily injury, death and property damage.

- 8.2. Additional Insurance. During the Term, Utility may, by written notice, require Contractor to obtain additional insurance or to alter or amend the insurance policies required under this Part 8 at Utility's expense.

- 8.3. Evidence of Insurance. Prior to commencing the Services and from time to time thereafter during the Term, as requested by Utility from time to time, and upon completion of performance of the Services Contractor shall provide Utility with evidence of the foregoing insurance coverage, in a form satisfactory to Utility.

**9. Indemnity from Contractor**

- 9.1. Indemnity from Contractor. Contractor shall indemnify and hold Utility, its directors, officers, representatives, agents and employees (the "Utility Parties") harmless from and against any actions, claims, damages, costs and expenses whatsoever (including without

limitation all applicable lawyers' fees and disbursements, investigation expenses, adjusters' fees and disbursements) which may be brought against or suffered by one or more Utility Parties, or which one or more Utility Parties may incur, sustain or pay, arising out of or in connection with the Services, except to the extent caused by the negligence, wilful act or omission, or breach of this Agreement by one or more of the Utility Parties (collectively "Damages").

- 9.2. Defense of Claims. Contractor shall defend any claims or suits referenced in Section 9.1, and Utility shall have the right (but not the obligation) to participate in the defense of such claims or suits with counsel of its own choice.
- 9.3. Survival. This Part 9 shall survive the termination of this Agreement for any reason, including without limitation, expiration of the Term.

## **10. Termination**

- 10.1. Early Termination for Breach. A party may terminate this Agreement immediately upon the delivery of written notice to the other party if the other party breaches any material provision of this Agreement and fails or is otherwise unable to cure such breach within 30 days of receipt of notice of the breach from the non-breaching party.
- 10.2. Early Termination without Breach. Utility may terminate this Agreement without cause upon thirty (30) days' prior written notice to Contractor.
- 10.3. Termination due to Bankruptcy. This Agreement may be terminated by a party upon written notice to the other party upon the filing or institution of any bankruptcy, reorganization, liquidation or receivership proceedings by or against the other party, unless any such proceeding is dismissed within 90 days of filing or institution.
- 10.4. Effect of Termination for Breach. If Utility terminates this Agreement pursuant to Section 10.1, Utility may take possession of Contractor's work product and materials and complete the Services or hire another Contractor to complete the Services. On termination, Utility shall not be required to pay Contractor any further amount due and payable under this Agreement until the Services have been completed and the costs and resulting damages, if any, of completing the Services are set off against the balance remaining unpaid.

## **11. Disputes**

- 11.1. Informal Resolution. The parties recognize that a bona fide controversy, claim or dispute as to certain matters may from time to time arise during the term of this Agreement that relates to this Agreement or alleged breaches of this Agreement. Subject to Sections 11.3 and 11.4, in all such instances, either party may, by written notice to the other party, have such controversy, claim or dispute referred to the respective individuals designated below

or their successors, for attempted resolution by good faith negotiations within 20 days after such notice is received. Such designated individuals are as follows:

For Utility: Sean Twomey, President;  
and For Contractor:

A party may change its designated individual upon written notice to the other party. Any settlement reached by the parties under this Section 11.1 shall not be binding until reduced to writing and signed by an officer of each party. When reduced to writing, such settlement agreement shall supersede all other agreements, written or oral, to the extent such agreements specifically pertain to the matters so settled. If the designated individuals are unable to resolve such controversy, claim or dispute within such 20-day period, either party may invoke the provision of Section 11.2 below.

- 11.2. **Arbitration.** Subject to Sections 11.1, 11.3 and 11.4, any controversy, claim or dispute between Utility and Contractor arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator, where agreed to by the parties in writing, in accordance with the rules of the CPR Institute for Dispute Resolution at the joint expense of the parties. The place of the arbitration shall be Reno, Nevada or such other place as the parties may agree in writing. The arbitration decision or award shall be reasoned, shall provide findings of fact and conclusions of law, and shall be in writing. The arbitration decision or award will be final and binding. Judgment upon the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. The expenses of arbitration shall be borne equally by the parties to the arbitration; provided, however, that each party shall pay for and bear the cost of its own experts, evidence and counsel's fees.
- 11.3. **Equitable Relief.** Notwithstanding anything in this Agreement to the contrary, a party will be entitled to seek any equitable remedy available in any court having jurisdiction over such claim without first submitting the claim to binding arbitration.
- 11.4. **Exceptions.** The dispute resolution provisions set forth in this Part 11 shall not apply to any controversy, claim or dispute regarding improper disclosure of confidential information or the improper use or violation of intellectual property of rights.

## **12. Personal Information**

- 12.1. **Personal Information.** Contractor acknowledges that during the Term, Utility may provide Contractor with personal information relating to individuals (collectively "**Personal Information**"), and that disclosure by Utility to Contractor of Personal Information places certain obligations on Contractor relating to the retention, use and disclosure of the Personal Information by Contractor under applicable laws.
- 12.2. **Use and Disclosure.** Contractor shall only retain, use or disclose Personal Information for the limited purpose for which Utility disclosed the Personal Information to Contractor so as to allow Contractor to perform the Services. Any further use or disclosure is strictly prohibited without Utility's express written consent.



- 12.3. **Consent required.** In the event that Contractor proposes to disclose the Personal Information to third parties or permitted sub-contractors (“**Third Parties**”) in connection with the performance of the Services, Contractor shall obtain the written consent of Utility prior to such disclosure and shall not proceed with such disclosure until consent has been obtained. In such cases, Contractor shall also ensure that the Third Parties deal with and treat the Personal Information in the same manner as Contractor is required to do under this Agreement.
- 12.4. **Compliance with Privacy Policy.** In dealing with Personal Information provided to Contractor by Utility or its agents, Contractor shall ensure that the Personal Information is handled in a manner that complies with Utility’s Privacy Policy.
- 12.5. **Complaints.** If Utility receives a complaint that Contractor has not dealt with Personal Information in compliance with this Agreement, or if Utility has reasonable grounds to believe that Contractor has used or disclosed Personal Information contrary to the terms of this Agreement, then Utility may at reasonable times inspect Contractor’s records to assess the validity of the complaint, or to ensure compliance with the privacy requirements of this Agreement.
- 12.6. **Return of Records.** Utility may, at its sole and absolute discretion, require Contractor to return all records, in any medium, that contain Personal Information disclosed to Contractor by Utility. Where the return of such records is impractical, Utility may require Contractor to expunge from his records any Personal Information disclosed from Utility to Contractor. Contractor shall have 30 days from receipt of a written request from Utility to either return the records or to expunge the Personal Information from them.
- 12.7. **Expunging of Records.** Notwithstanding Section 12.6, Contractor shall expunge all Personal Information provided to it by Utility from Contractor’s records within one year following the completion or termination of the Services. The requirement to expunge Personal Information within one year following the completion or termination of the Services does not limit Contractors’ obligations with respect to record keeping requirements set out in this Agreement or as required by law.

### **13. Conflict of Interest**

- 13.1. Contractor shall not, and shall ensure that its advisors, partners, directors, officers, appointees, employees, agents, and volunteers do not, engage in any activity or provide any services to any person, group or organization, where such activity or the provision of such services creates, actually, potentially or perceivably, in the sole opinion of Utility, a conflict of interest with the provision of the Services pursuant to this Agreement. In addition:
  - (a) Contractor acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of Utility relevant to the Services other than as contemplated under this Agreement or where Utility has not specifically authorized such use;

- (b) Contractor shall disclose to Utility without delay any actual or potential situation that may be reasonably interpreted as a conflict of interest, potential conflict of interest or perceived conflict of interest; and
- (c) a breach of this Section 13.1 by Contractor shall entitle Utility to immediately terminate this Agreement, in addition to any other remedies that Utility has under this Agreement, in law or in equity.

#### **14. Confidentiality and Ownership**

- 14.1. Use of Confidential Information. All information or documentation received by Contractor pertaining to or arising from the Services or the business affairs or trade secrets of Utility shall be deemed to be confidential and proprietary to Utility. Except as otherwise provided herein, Contractor shall not directly or indirectly disclose any such confidential information or documentation to any third party (other than its own employees on a need-to-know basis in connection with this Agreement) without the prior written consent of Utility. The Contractor shall ensure that each of its employees who receive confidential information or documentation hereunder comply with the requirements of this Part 14.
- 14.2. No Application. The obligation of confidentiality set out above shall not apply to material, data or information which is known to Contractor prior to its receipt thereof, which is generally available to the public or which has been obtained from a third party which has the right to disclose the same.
- 14.3. Ownership of Information. Contractor acknowledges and agrees that Utility has and shall have proprietary rights in all information and documentation supplied to Contractor by Utility or arising from the performance of the Services including, without limitation, finished drawings, rough drawings, correspondence, notes, calculations and other work in progress, and Contractor shall surrender any such materials that may be in its possession to Utility at any time upon the request of Utility or at the termination of this Agreement.
- 14.4. Intellectual Property. Notwithstanding the generality of the foregoing, all copyright, patents, trademarks and any other intellectual property rights to any programs, operating manuals, functional specifications and related documentation developed by Contractor for Utility except as otherwise specified in this Agreement, shall be assigned to, vest in and be the sole property of Utility. In addition to the foregoing, Contractor agrees to waive all moral rights in any copyrighted works associated with the Services.
- 14.5. Survival. The covenants of Contractor set out in Section 14.1 shall survive termination of this Agreement (for any reason, including without limitation, expiration of the Term) for a period of five years; provided, however, that with respect to any confidential information shared hereunder which constitutes a trade secret, such covenants shall survive termination of this Agreement (for any reason, including without limitation, expiration of the Term) for as long as such confidential information constitutes a trade secret or for five years, whichever period is longer. The provisions of Sections 14.3, 14.4 and the provisions of this Section 14.5 shall survive termination of this Agreement for any reason, including without limitation, expiration of the Term.

**15. Subcontracting**

- 15.1. Contractor shall not subcontract any of the Services without the prior written consent of Utility. Notwithstanding Utility's consent to the subcontracting of any of the Services, no such subcontracting shall relieve Contractor from its obligations and responsibilities to Utility under this Agreement.

**16. Assignment**

- 16.1. Contractor shall not assign its rights or obligations under this Agreement without the prior written consent of Utility, which consent may be withheld at Utility's sole discretion. Utility may assign its rights and obligations under this Agreement without the consent of Contractor.

**17. Relationship**

- 17.1. Independent Contractor. In performing the Services, Contractor shall be an independent contractor and shall have responsibility for the control over the details and means of performing the Services. Contractor's employees and permitted sub-contractors shall at all times be under Contractor's direction and control, and Contractor shall be responsible for their actions and omissions. Contractor shall not have authority to bind or commit Utility in any manner, including without limitation, to any contractual commitment or capital expenditure. Nothing herein shall be deemed or construed to create a joint venture, partnership, employment or agency relationship between the parties for any purpose. Contractor shall be responsible for reporting and paying any and all taxes imposed by any government or governmental entity upon Contractor. Utility shall not be responsible to Contractor, Contractor's employees, agents, subcontractors or any governing body for any federal or state income tax, social security tax, unemployment tax or any other taxes related to the performance of the Services.
- 17.2. No Further Obligations. For greater certainty, it is understood that on termination of this Agreement, whether on the Termination Date or pursuant to Part 10 or Section 13.1(c), Utility shall have no further obligations of any kind to Contractor or any of its employees with respect to the Services or the termination of this Agreement, except as expressly set out in this Agreement.
- 17.3. No Exclusivity. Utility shall retain the services of Contractor for the provision of the Services on an as-needed basis as determined by Utility in its sole discretion. Utility is under no obligation to retain the services of Contractor at any particular time, in any particular geographic location, in respect of any particular Business Opportunities or for any minimum amount of time or dollar value.

**18. Notice**

- 18.1. Address for Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be considered to have been given if delivered

by hand or transmitted by facsimile or electronic transmission to the address or facsimile transmission number of each party set out below:

- (a) if to Contractor:
- (b) Contractor Name Stonehouse Drilling & Construction, LLC
- (c) Street Address 7801 Lakeside Drive
- (d) City, State and Reno, Nevada  
Zip Attention:89511  
Email: [stephanie@shdrilling.com](mailto:stephanie@shdrilling.com)
- (e) if to Utility:

- 19. GBWC - SC
- 20. 1240 East State; Suite 115
- 21. Pahrump, NV 89048

Attention: Sean Ashcraft or Mark Windholz  
Email:  
[sean.ashcraft@greatbasinwaterco.com/mark.windholz@greatbasinwaterco.com](mailto:sean.ashcraft@greatbasinwaterco.com/mark.windholz@greatbasinwaterco.com)

With copy to: James Eason  
Email: [james.eason@greatbasinwaterco.com](mailto:james.eason@greatbasinwaterco.com)

or to such other address or facsimile transmission number as a party may designate in the manner set out above.

- 21.1. Delivery. Notice or communication shall be considered to have been received:
  - (a) if delivered by hand during business hours on a business day, upon receipt by a representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day;
  - (b) if sent by facsimile or electronic transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day.

**22. Law**

- 22.1. This Agreement shall be governed by and construed in accordance with the laws of the

State of Nevada without regard to conflicts of laws rules. ANY ACTION OR PROCEEDING BROUGHT AGAINST A PARTY HERETO PURSUANT TO SECTION 11.3 MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEVADA LOCATED IN WASHOE COUNTY, AND EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS) IN ANY SUCH ACTION OR PROCEEDING AND WAIVES OBJECTION TO VENUE LAID THEREIN. PROCESS IN ANY ACTION OR PROCEEDING REFERRED TO IN THE PRECEDING SENTENCE MAY BE SERVED ON A PARTY ANYWHERE IN THE WORLD. This Part 22 shall survive the termination of this Agreement for any reason, including without limitation, expiration of the Term.

**23. Time**

23.1. Time is of the essence in this Agreement.

**24. Inurement**

24.1. This Agreement shall be for the benefit of and be binding upon Utility and Contractor and their respective successors and permitted assigns.

**25. Number and Gender**

25.1. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) words in the singular number include the plural and such words shall be construed as if the plural had been used;
- (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
- (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

**26. Entire Agreement**

- 26.1. This Agreement and the schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

**27. Amendments and Waivers**

- 27.1. Except as may be specifically provided in Schedule “A” with respect to change orders, the parties are not bound by any amendment or variation of any provision of this Agreement unless it is in writing and signed by both parties. A waiver by either party of any term of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by such waiving party. Such a waiver shall not be deemed to constitute a waiver of any other term or any other breach.

**28. Severability**

- 28.1. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrase or to replace any invalid or unenforceable term or provision with a term or provision that is valid or enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed. This Part 28 shall survive the termination of this Agreement for any reason, including without limitation, expiration of the Term.

**29. Counterparts**

- 29.1. This Agreement may be executed by the parties in one or more counterparts and may be delivered by facsimile or other means of electronic transmission, each of which when delivered shall be deemed to be an original and all of which shall together constitute one

and the same Agreement.

- 30.** by Utility when (a) the deliverables have been received, installed and made ready for use in accordance with the installation and operating specifications; (b) testing of the deliverables and the deliverables have passed testing; (c) Utility agrees that based on Contractor's certifications it reasonably appears to Utility that deliverables meet or exceed the specifications contained in the scope of work concerning performance and capabilities of the deliverables, and (d) training has been completed satisfactorily.
- 30.1.** If the Utility Representative considers the rate of progress of the Services to be insufficient to complete the Services by the Termination Date, Contractor shall, at no additional cost to Utility, expedite the progress of the Services.

**31. Acceptance Testing**

Once the deliverables are installed as specified herein, the Contractor shall notify the Utility Representative that the deliverables as specified have been installed, are in good working order, and are ready for use; that the modifications or enhancements are completed as defined and specified herein, are in good working order, ready for use, and to the best of the Contractor's knowledge is one hundred percent (100%) operational and that the deliverables as installed are ready for testing. At that point, Utility shall have thirty (30) business days to perform and complete acceptance testing. If the deliverables pass such testing, Utility shall notify the Contractor in a writing termed the Certificate of Acceptance. If the deliverables as installed fail to pass such testing, Utility shall notify the Contractor and the Contractor shall then have ten (10) business days to correct any failure. The Contractor shall then certify that the failure has been corrected and Utility shall have ten (10) business days for additional testing, at which time the Certificate of Acceptance will be issued if the deliverables pass testing. If the deliverables fail testing twice, Utility may at its sole discretion either: (a) permit the correction period to be extended as agreed to by both the parties; or (b) may terminate the Agreement, return the specifications, product and documentation to the Contractor and the Contractor will refund to Utility any payments previously given to the Contractor for the deliverables and modifications or enhancement pursuant to the Agreement.

**32. Status Report**

- 32.1.** Contractor shall prepare and submit to the Utility Representative on a monthly basis (or such other basis as the Utility Representative may require) a detailed progress report on the Services that shall include the following items:
- (a) Contractor's costs for the preceding period with a breakdown of the hours and a brief description of the Services performed;
  - (b) Contractor's total costs to date;
  - (c) an update on the status of the Services; and

(d) any material recommendations of Contractor in respect of the Services.

**33. Change Orders**

33.1. The Utility Representative may by a written change order change, add to or delete from the scope of Services and Contractor shall be required to perform the Services as amended. Where such a change in the Services warrants additional payment, the rate shall be mutually agreed by the parties. No amount in addition to the fees set out in Schedule "B" shall be paid to Contractor unless authorized by the Utility Representative in writing and in advance.

**34. Expert Witness**

34.1. Contractor shall, if requested, act as a competent witness to testify to Contractor's scope of services and deliverables.

TO EVIDENCE THEIR AGREEMENT the parties have executed this agreement effective the Effective Date.

Contractor's Name  
Name/Title  
Stephanie Tompkins, Managing Member

Signature  
Stephanie Tompkins

Date 02/02/2021

Great Basin Water Co.  
Name/Title  
\_\_\_\_\_

Signature  
James Larson

Date 2/04/21







Carson Pump, LLC  
P.O. Box 20159  
Carson City, NV. 89721

**Estimate**

Date	Estimate #
8/2/2021	2467

NV. Lic #39920A  
CA. Lic #745270

Name / Address
Lumos & Associates, Inc. 9222 Prototype Dr. Reno, Nv. 89521 Att:Mike Hardy

Description	Qty	Project	
		Cost	Total
Mobilization and Demobilization form Carson City to Spring Creek, NV (includes 5 days per-deim for 2 employees)	1	5,500.00	5,500.00
Install and remove 890' of 4" drop pipe with a 60hp, 400 gpm submersible pump and 1" pvc sounder pipe	890	15.00	13,350.00
Operate and and maintain pump for 24 hrs. of pumping to clean well before BEEST arrives	24	250.00	6,000.00
Pump well for a total of 36 hrs. over a 3 day work schedule	36	250.00	9,000.00
Furnish and install 20,000 gallon storage tank, sprinklers, booster pump and discharge line	1	7,200.00	7,200.00
If more than 5 days are required on site, the per-deim for 2 employees is \$300/day			
Thank you for considering Carson Pump for this proposal		<b>Subtotal</b>	\$41,050.00
Sean Ashcraft - Project Manager      Date: 08/02/2021		<b>Sales Tax (7.1%)</b>	\$0.00
		<b>Total</b>	\$41,050.00

## CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **Great Basin Water Company** (Owner) and **Faulstich and Rand** (Contractor). Owner and Contractor hereby agree as follows:

### ARTICLE 1—THE WORK

#### 1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  1. SCD-Well 8 NV Energy 3 Phase Power Line Extension Project: Consisting of the installation of 8,332 Linear feet of 4" conduit, 4,757 Linear feet of 3" conduit, 1 30 PDM transformer pad and 24 load breaking metal junction enclosure pads and all other items called out in the provided NV Energy plans dated 08-11-2023.
  2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located within the Elko County and HOA ROW's and in designated PUE's.

### ARTICLE 2—CONTRACT DOCUMENTS

#### 2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the technical requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work, so Engineer may render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to

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(1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

- E. Nothing in the Contract Documents creates any contractual relationship between Owner and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

**2.02 Contract Documents Defined**

- A. The Contract Documents consist of the following documents:
1. This Contract for Construction of a Small Project.
  2. Performance bond.
  3. Payment bond.
  4. NV Energy’s approved Drawings dated 8-11-2023.
  5. Faulstich and Rand’s proposal.
  6. Corix Contractor Health, Safety and Environment Handbook
  7. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Notice to Proceed (EJCDC® C-550).
    - b. Change Orders (EJCDC® C-941).
    - c. Field Orders (EJCDC® C-942).

**ARTICLE 3—ENGINEER**

**3.01 Engineer**

- A. The Engineer for this Project is Robert Lino (NV Energy)

**ARTICLE 4—CONTRACT TIMES**

**4.01 Contract Times**

- A. The Work will be substantially complete on or before May 15, 2024, and completed and ready for final payment on or before May 25, 2024.

**4.02 Liquidated Damages**

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after the Contract Time for substantial completion.

**4.03 Delays in Contractor’s Progress**

- A. If Owner or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.

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- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

#### 4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit it to Owner for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Owner's comments.
- B. Contractor shall update and submit the progress schedule to Owner each month. Owner may withhold payment if Contractor fails to submit the schedule.

#### 4.05 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain substantial completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified for substantial completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### ARTICLE 5—CONTRACT PRICE

#### 5.01 Payment

- A. Owner shall pay Contractor, in accordance with the Contract Documents, a lump sum of **\$701,256.00** calculated as follows:

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Item No.	Description	Allocated Price
<b>To Trench and Install Approx. 8,832 LF of 4" Conduit w/24 JE Pads and 1 Transformer Pad per Approved NV Energy Plan-Set</b>		
1	Mob/Demob	\$4,975.00
2	Boring	\$94,570.00
3	Parts (conduit, fittings etc..)	\$205,734.80
4	Labor/Equipment	\$345,875.20
5	Bonds/Permits (HOA, State and County)	\$11,500.00
<b>To Trench and Install Approx. 4,757 LF of 3" Conduit for NV Energy but in Common w/GBWC 4"</b>		
1	Parts (conduit, fittings etc..)	\$35,201.00
2	Labor/Equipment	\$3,400.00
<b>Total Cost</b>		<b>\$701,256.00</b>

Payment will be made in an amount not to exceed **\$701,256.00**.

**ARTICLE 6—BONDS AND INSURANCE**

6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
  - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
    - a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$ 1,000,000
Each Employee	\$ 1,000,000
Policy Limit	\$ 1,000,000

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b. *Commercial General Liability*

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 2,000,000

c. *Automobile Liability*

<b>Bodily Injury</b>	
Each Person	\$ 2,000,000
Each Accident	\$ 2,000,000
<b>Property Damage</b>	
Each Accident	\$ 2,000,000
<b>[OR]</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 2,000,000

d. *Excess or Umbrella Liability*

Per Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor’s commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
  - 1. Products and completed operations coverage maintained for three years after final payment;
  - 2. Blanket contractual liability coverage to the extent permitted by law;
  - 3. Broad form property damage coverage; and
  - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor’s commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

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1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
  - G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
  - H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
  - I. Contractor shall require its subcontractors and consultants to maintain substantially similar and commercially reasonable insurance for such subcontractors' and/or consultants' work on the Project.

#### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

##### **7.01 Contractor's Means and Methods of Construction**

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

##### **7.02 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

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- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

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7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Owner upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.

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- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Owner prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Owner determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.10 Submittals

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner, Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

#### 7.12 Correction Period

- A. If within two years after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used

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by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner. All corrected work and replaced or repaired materials shall also be guaranteed for an additional two-year period following the work.

**7.13 Indemnification**

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

**ARTICLE 8—OWNER'S RESPONSIBILITIES**

**8.01 Responsibilities**

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor, and Contractor shall comply with them.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

**ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION**

**9.01 Engineer's Status**

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise

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or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.

- B. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- C. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### **ARTICLE 10—CHANGES IN THE WORK**

##### **10.01 Authority to Change the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

##### **10.02 Change Orders**

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

##### **10.03 Work Change Directive**

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

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10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

**ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
  - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Owner will request that Engineer promptly:
  - 1. Review the condition in question;
  - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's

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written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

## **ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION**

### **12.01 *Claims Process***

- A. The party submitting a claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 *Tests and Inspections***

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Owner and Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Owner and Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner and Engineer, Contractor shall, if requested by Owner and Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

### **13.02 *Defective Work***

- A. Contractor warrants that the Work is not defective.
- B. Owner and Engineer has the authority to determine whether Work is defective, and to reject defective Work.

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- C. Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

**ARTICLE 14—PAYMENTS TO CONTRACTOR**

**14.01 Progress Payments**

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress.

**14.02 Applications for Payments**

- A. Contractor shall submit signed applications for payment to Owner monthly, in a form acceptable to the Owner. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

**14.03 Retainage**

- A. The Owner shall retain 10% of each progress payment until the work is substantially complete.

**14.04 Review of Applications**

- A. Within 10 days after receipt of each application for payment, Owner will either state its intention to approve payment, or return the application for payment to Contractor indicating Owner's reasons for refusing payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

**14.05 Contractor's Warranty of Title**

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

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14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Owner will inspect the Work with Engineer and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Engineer and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all pending claims; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

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- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

**ARTICLE 15—SUSPENSION OF WORK AND TERMINATION**

**15.01 Owner May Suspend Work**

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

**15.02 Owner May Terminate for Cause**

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause. Failure to keep the Work free of claims of lien shall constitute a default by Contractor.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

**15.03 Owner May Terminate for Convenience**

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:

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1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
  2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 120 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 45 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 10 business days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

**ARTICLE 16—CONTRACTOR'S REPRESENTATIONS**

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all laws and regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been provided to Contractor, with respect to the technical data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to hazardous environmental conditions, if any, at or adjacent to the Site that have been provided to Contractor, with respect to technical data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information and observations on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

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procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

#### **ARTICLE 17—MISCELLANEOUS**

##### **17.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

##### **17.02 *Cumulative Remedies***

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

##### **17.03 *Limitation of Damages***

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

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17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

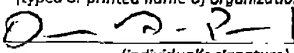
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The Effective Date of the Contract is February 15, 2024

**Owner:**

Great Basin Water Co.  
*(typed or printed name of organization)*

By:   
*(individual's signature)*

Date: 2/8/24  
*(date signed)*

Name: Oran Paul  
*(typed or printed)*

Title: GBWC President/ West SVP  
*(typed or printed)*

Attest: James Eason  
*(individual's signature)*

Title: Director of State Operations  
*(typed or printed)*

Address for giving notices:  
1005 Terminal Way, Ste. 294  
Reno, NV 89502

**Designated Representative:**

Name: Sean Ashcraft  
*(typed or printed)*

Title: Project Manager  
*(typed or printed)*

Address:  
1240 E. State St. Suite #115  
Pahrump, NV 89048

Phone: 775-537-8207

Email: Sean.ashcraft@greatbasinwaterco.com  
*Agreement.)*

**Contractor: Faulstich and Rand**

Faulstich and Rand  
*(typed or printed name of organization)*

By:   
*(individual's signature)*

Date: 2/12/24  
*(date signed)*

Name: Martha A. Rand  
*(typed or printed)*

Title: Owner/President  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

**Designated Representative:**

Name: ReNae McCabe  
*(typed or printed)*

Title: Secretary/Treasurer  
*(typed or printed)*

Address:  
P.O. Box 2703  
Eiko, NV 89803

Phone: 775-738-7463

Email: frc-rand@frontiernet.net

License No.: NV 0020769  
*(where applicable)*

State: Nevada

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Contractor Name Faulstich & Rand Construction Co., Inc. Contractor Address P.O. Box 2703; Elko, NV 89803  
 Contractor Representative ReNae McCabe Phone 775-738-7463  
 Company Owner/Representative Martha Rand Start Date 3/4/24 End Date 5/15/2024  
 Location of Work Area Spring Creek, NV Contract / Project ID: 201611

INSTRUCTIONS: The Contractor will complete this form and provide the Company Point of Contact with a written safety plan using this Job Safety Plan Form that will document how the contractor (and subcontractors if applicable), at any tier, will address any anticipated and/or recognized hazards associated with their project/contract work.

This plan is an important step in the communication process to promote open communication between the contractor / subcontractors and the Company on health and safety expectations and related issues and/or concerns. Detailed plans such as environmental protection, oil management, lift plan, fall protection plan, spill mitigation etc. should be attached to this form separately, if applicable. This form along with its attachments, when completed, must be submitted to, and approved by, the Company before starting work.

Sections to be completed (Use checklist to track completed items)

Table of Contents			
Section	Description	Complete	
1	Scope and Work Activity Details	Specific description of project scope & planned work activities.	<input checked="" type="checkbox"/>
2	Project Contacts	Names, emails & contact numbers of key project personnel.	<input checked="" type="checkbox"/>
3	General Personal Protective Equipment (PPE) Requirements	List of minimum PPE requirements on worksite.	<input checked="" type="checkbox"/>
4	Safe Work Procedures / Codes of Practice	List of relevant safe work procedures & codes of practice including details of associated tasks / activities.	<input checked="" type="checkbox"/>
5	Hazard Assessment	Details of tasks / activities hazards, mitigation plan and training. Attach copies of relevant assessments.	<input checked="" type="checkbox"/>

6 Emergency Procedures 6.1 First Aid & Injury Management	Attach completed Emergency Response Plans Description of first aid & injury management.	<input checked="" type="checkbox"/>
7 Certifications & Licenses	Confirm all personnel have completed required training & orientations. Confirm qualifications provided for each contractor / sub-contractor employee.	<input checked="" type="checkbox"/>
8 Visitors	Description of visitor process & requirements.	<input checked="" type="checkbox"/>
9 Project Map 9.1 Muster Points 9.2 Map View of Evacuation to Nearest Medical Facility	Provide muster point map(s) indicating primary & secondary meeting locations. Provide directions and map(s) to emergency center.	<input checked="" type="checkbox"/>
10 Public Protection	Specific description of scope and activities in relation to public protection.	<input checked="" type="checkbox"/>
11 Site Orientation	Description of orientation process & requirements	<input checked="" type="checkbox"/>
12 Incident Reporting & Investigation	Description of incident reporting process & requirements	<input checked="" type="checkbox"/>
13 Orientation Requirements	Specific description of all required orientations.	<input checked="" type="checkbox"/>
14 Managing Subcontractors	If required, provide details of sub-contractor name, scope of work, risk level and contract name & number	<input checked="" type="checkbox"/>
15 Hazardous Materials / Chemical Management	List all hazardous materials, location and storage plan. Ensure all manufacturers' SDS are available onsite.	<input checked="" type="checkbox"/>
16 Safety Monitoring	Description & frequency of each monitoring activity.	<input checked="" type="checkbox"/>
17 Change Log	Changes to safety plan including date, reason for change, description, section number and name of company representative. Signed record to be maintained.	<input checked="" type="checkbox"/>
18 Attachments	Confirm all necessary attachments are provided.	<input checked="" type="checkbox"/>
19 Common Hazards	List of common hazards.	<input checked="" type="checkbox"/>
20 Common Site Safety Requirements to Mitigate Safety Hazards	List of common site safety requirements.	<input checked="" type="checkbox"/>



Be as specific as possible

**Scope & Work Activity**

Faulstich & Rand Construction trenching to install 8,332 LF of 4" conduit and 4,757 LF of 3" conduit for power improvements per plans for SCD Well 8 Power Improvements.

		Name(s)	Email	Contact #
Company Point of Contact(s)	Project Lead	Regan Slack	frc_rand@frontiernet.net	775-397-6035
	Work Supervisor	Regan Slack	frc_rand@frontiernet.net	775-397-6035
	Safety Representative	ReNae McCabe	frc_rand@frontiernet.net	775-738-7463
Contractor Contacts	Safety Plan Author	ReNae McCabe	frc_rand@frontiernet.net	775-738-7463
	Project Lead	Regan Slack	frc_rand@frontiernet.net	775-397-6035
	*Onsite Responsible Party	Regan Slack	frc_rand@frontiernet.net	775-397-6035

\* The person(s) responsible for overseeing employees and subcontractors, conducting observations and safety meetings.

Contractors are required to provide and ensure that workers use Personal Protective Equipment (PPE) as required by safety program and regulatory requirements to perform their work activities safely and when defined in their safety plan, hazard analysis or when required to access a specific Company location

**Minimum Personal Protective Equipment required on a worksite** (as required and pertinent to the scope of work):

- Hard hat rated for the scope of work and conditions (ANSI Z89)
- Safety glasses with side shields (ANSI Z87)
- Class 2 or 3 high visibility traffic vest or retroreflective fabric shirt (Arc Rated if appropriate for scope of work)
- Long sleeve shirts and long pants (flame resistant as required & pertinent to scope of work)

- Appropriate footwear (ASTM F2413-05)
- Gloves (as required & pertinent to task)
- Hearing protection (as required at or above 85 Db)
- COVID-19 face protection (Flame resistant as required & pertinent to task)
- Any additional PPE as required by the Company contract, or pertinent industry regulations not covered in the above bullets

Additional PPE requirements must be evaluated when performing specific tasks and must be identified in Section 5 of this document

List all that apply (Respiratory Protective Equipment, Confined Space, Isolation, etc.).

Safe Work Procedures	Task / Activity
Trench Safety	Trench walls collapsing, hazards on surface above trench and trench depth. Employees will be aware of surroundings, always have an exit, do not work under equipment and looking for ditches that exceed depth limits.


Must be completed prior to work (attach to this plan)

Task/Activity Description	Hazard Description	Contractor's Mitigation Plan (including PPE)	Required Training
Trench Safety	Trench walk collapsing, hazards on surface above bench, and trench depths.	Be aware of surroundings, always have air cut, do not work under equipment and shoring for trenches that exceed depth limits.	Refresher on trench safety requirements

Emergency response plan must be completed prior to work (attach to this plan)

**6.1 FIRST AID & INJURY MANAGEMENT**

Describe what is provided:

**First Aid & Injury Management**

Faulstich and Rand Construction Co., Inc. provides basic first aid for minor injuries. We provide first aid kits with supplies for basic needs. Any situation more serious than basic first aid, medical attention will be sought.

All contract employees, including Subcontractors, covered under this Safety Plan are trained and qualified to perform the task(s) that have been assigned.

Contractors must ensure that their personnel (including those of Subcontractors) have completed all training required by regulation/legislation and any required Company specific courses, including the Contractor Safety Orientation and any specific required safety orientations, before conducting work for Company.

Training qualifications must be provided to Company for each contractor/subcontractor employee before the start of work for Company.

All visitors at the Work Site are required to report to the designated Work Site representative and complete site safety orientation to be developed and delivered by Contractor. NOTE: a separate orientation may be created for visitors who are escorted at all times by Contractor representatives.

Visitors must follow the instructions provided at the Contractor's site safety orientation and must review and sign any Job Hazard Assessment that the Contractor has put in place respecting any specific activity the visitor may be involved with.

**Visitor Process**

All visitors will need to check in with Regan Slack, project manager, when on site. He can be reached at 775-397-6035 and will greet all visitors on site.

**9.1 MUSTER POINTS**


Show a map of the location with both primary and secondary meeting locations identified. Provide additional maps as needed.





**9.2 MAP VIEW OF EVACUATION TO NEAREST MEDICAL FACILITY – PRINT AND POST**

Show a map with directions to the emergency center. Provide additional maps here, as needed.

Directions to Medical Facility	Map to Medical Facility
<p><b>Palace Pkwy</b> Spring Creek, NV 89815</p> <ul style="list-style-type: none"><li>↑ Head northwest on Palace Pkwy toward Willow Creek Ln 4 min (2.3 mi)</li><li>✓ Follow NV-227 W to Errecart Blvd in Elko 12 min (10.5 mi)</li><li>← Turn left onto NV-227 W 2.1 mi</li><li>↻ At the traffic circle, continue straight onto NV-227 3.3 mi</li><li>&gt; Continue on Errecart Blvd to your destination</li></ul> <p><b>Northeastern Nevada Reg'l Hospital</b> 2001 Errecart Blvd, Elko, NV 89801</p>	

Describe as required:

**Scope & Work Activity**

Faulstich and Rand Construction is committed to keeping the public safe throughout the project. Our company will keep all work zones marked clearly with signage, cones, and barriers and will cover all openings with plates. We will notify the public of necessary announcements with plenty of notice.

All site personnel, including subcontractors, are required to be introduced and trained on the content and hazard mitigation measures included in this Safety Plan before beginning work on the project. Contractors must document personnel who have completed a review of this Safety Plan, including each worker's name, signature, classification, company name and date. This record must be maintained by the Contractor and available by request of the Company.

Describe process and requirements:

**Site Orientation**

Faulstich and Rand Construction will be sure that all on the work site receive necessary training throughout the project. We will provide our safety program to all employees and subcontractors and discuss specific hazards for this project. There will be safety meetings regularly held as project progresses to discuss current hazards and prevent accidents or injuries before they happen.

Immediate oral reporting and 24 hour written reporting requirement for all potential reportable injuries. Enter process and responsible parties to completing incident reports and investigations

**Incident Reporting Process**

Faulstich and Rand Construction employees can provide basic first aid on project, if there is a more serious medical incident, emergency medical professionals will be called to project. If an incident of any kind occurs, ReNae McCabe, Faulstich and Rand Construction's Safety Manager, will be on site to handle the situation and GBWC will be notified in writing of all incidents.

Describe all required orientations:

**Orientations**

At the start of the project, Faulstich and Rand Construction will be sure that all on the work site receive necessary training for general safety standards and site specific safety standards for all employees and subcontractors.

No Subcontractors Anticipated

The Contractor must ensure that all Subcontractors have an accepted hard copy of the Safety Plan on site at all times, the scope of work conducted by all Subcontractors shall be covered in this Safety Plan.

Subcontractor Name	Subcontractor Scope	Risk Level (Based on Job Hazard Assessment)	Subcontractor Contact Name	Subcontractor Contact Phone
NNE Construction	Boring		Sam Ballard	(775) 217-2606

List all dangerous chemicals or hazardous substances that will be present on the project. Request necessary SDSs from the manufacturer and keep a current SDS on hand for each hazardous substance used.

Chemical Onsite	Location	Storage Plan
No hazardous materials on site		

Establish reporting frequency of safety information.

Monitoring Activity	Frequency	Description
Workplace Inspections	Daily/Weekly	Site will be checked for safety hazards and remedied.
Safety Meetings	Monthly	Meeting focused on safety topic for hazards on project.
Tailgates / Field Level Hazard Assessments	Daily	All working on site will have a tailgate meeting daily to discuss work plan and safety hazards for the day.
HSE Reports	As needed	If any incidents occurred, notification will occur in writing.

*ReNae G. McCabe*  
Signature \_\_\_\_\_ ReNae McCabe  
Name

Company Management / Representative

*ReNae G. McCabe*  
Signature \_\_\_\_\_ ReNae McCabe  
Name

Company HSE Manager

*Martha A. Rand*  
Signature \_\_\_\_\_ Martha Rand  
Name

Contractor

Indicate changes made to the Safety Plan in the table below. For each change, an additional section 5.0 will need to be completed and must be added as an additional page to the overall Safety Plan. Multiple changes may be required for each date, *please copy additional pages as needed.*

Date	Reason for Change	Change Description	Section(s) Changed	Company Representative Who Accepted Change

Once the crew has reviewed the changes above, please maintain a signed record that documents the review. This record must be maintained by the Contractor and available by request of Company

Included Attachments:	
<input type="checkbox"/>	HAZOP Assessment
<input type="checkbox"/>	List of Tools / Equipment / Vehicles needed that will be brought onsite (you must provide qualifications for users)
<input type="checkbox"/>	Emergency Response Plan
<input type="checkbox"/>	Muster Map*
<input type="checkbox"/>	Directions / Elevation Map to Nearest Medical Facility*
<input type="checkbox"/>	Parking / Laydown Plans
<input type="checkbox"/>	Location of Safety Signs - (Reference to 1)

(\*) Denotes Required Field



<p><b>GENERAL HAZARDS</b></p> <ul style="list-style-type: none"> <li>• Uneven Ground/ Slips/ Trips &amp; Falls</li> <li>• Confined Spaces</li> <li>• Driving</li> <li>• Power Tool / Equipment Use</li> <li>• Ergonomics</li> <li>• Loading / Off-loading Equipment and Material</li> <li>• Unstable Ground Conditions / Slopes / Uneven Terrain</li> <li>• Safety-At-Heights / Scaffolding / Ladders</li> <li>• Cave ins/ Excavating / Trenching / Shoring</li> <li>• Welding / Oxy Acetylene / Grinding</li> <li>• Hot work</li> <li>• Aggressive Animals / Dogs / Etc</li> <li>• High Crime Areas</li> <li>• Access</li> <li>• No Cell Service</li> <li>• Night Operations</li> <li>• Wildfire Safety</li> <li>• Dropped Objects</li> </ul> <p><b>HEALTH HAZARDS</b></p> <ul style="list-style-type: none"> <li>• Chemical Exposure / Burns</li> <li>• Noise Exposure</li> <li>• Pesticides / Fumigation</li> <li>• PCB / Lead / Mercury</li> <li>• Asbestos</li> <li>• Other Soil Contaminants</li> <li>• Hazardous Material Transportation</li> <li>• Hazardous Waste Transportation</li> <li>• Radioactive Exposure</li> </ul>	<p><b>PUBLIC SAFETY</b></p> <ul style="list-style-type: none"> <li>• Distracted, Impaired, Unsafe Motorists</li> <li>• Vehicular Traffic (Work Area Protection)</li> <li>• Pedestrian Traffic</li> <li>• Proximity to Railroads</li> <li>• Neighboring Facilities/Homeowner Issues</li> </ul> <p><b>EXCAVATION</b></p> <ul style="list-style-type: none"> <li>• Access / Proximity to Energized Equipment</li> <li>• Proximity to Energized Circuits</li> <li>• OHVUG Energized Lines</li> <li>• Overhead Objects</li> <li>• Appropriate Tools &amp; Equipment</li> <li>• Equipment Certifications</li> <li>• Blasting Safety / Certification</li> <li>• Confined Space</li> <li>• Open Excavation / Fall Restraint</li> <li>• Soil Type / Conditions / Shoring / Stopping</li> <li>• Slopes / Terrain</li> <li>• Spoils Management</li> <li>• USAs</li> </ul> <p><b>GAS HAZARDS</b></p> <ul style="list-style-type: none"> <li>• Oxygen Deficient Atmosphere</li> <li>• Explosive Atmosphere - Burns / Explosions</li> <li>• Clearance Procedures / LOTO</li> <li>• Dig-Ins / Line Strikes</li> <li>• Unmarked or Mismarked Utilities</li> </ul>	<p><b>CRANE</b></p> <ul style="list-style-type: none"> <li>• Crane Capacity</li> <li>• Crane Size</li> <li>• Load Weight</li> <li>• Lift Plans</li> <li>• Traffic / Transport</li> <li>• Setup/Access</li> <li>• Stability / Terrain</li> <li>• Rigging</li> <li>• Cribbing</li> <li>• Dangerous Operations</li> <li>• Equipment Certification</li> <li>• Operational Certification</li> <li>• Electrical Hazards</li> <li>• Equipment Grounding</li> <li>• Clearance</li> <li>• Environmental issues</li> <li>• Suspended Loads</li> <li>• Weather Conditions</li> </ul> <p><b>TRAFFIC CONTROL / FLAGGING</b></p> <ul style="list-style-type: none"> <li>• Environmental Conditions</li> <li>• Non-Compliant Drivers</li> <li>• Pedestrian Safety</li> <li>• Permits</li> <li>• Public Safety</li> <li>• Qualifications / Certifications</li> <li>• Site Specific Hazards</li> <li>• Traffic Control Plan</li> <li>• Low Light Conditions</li> <li>• Weather</li> <li>• Work Site Protection</li> </ul>	<p><b>ELECTRICAL HAZARDS</b></p> <ul style="list-style-type: none"> <li>• Clearance Procedures / LOTO / Grounding</li> <li>• Underground / Overhead Utilities</li> <li>• Proximity to Energized Equipment</li> <li>• Induction</li> <li>• Energized Work</li> </ul> <p><b>AVIATION</b></p> <ul style="list-style-type: none"> <li>• External Cargo</li> <li>• Landing Zone Safety</li> <li>• Rigging</li> <li>• Suspended Loads</li> <li>• Flying in a Wire Environment</li> </ul> <p><b>ENVIRONMENT HAZARDS</b></p> <ul style="list-style-type: none"> <li>• Weather Conditions</li> <li>• Poison Oak</li> <li>• Animals / Insects</li> <li>• Heat Illness</li> <li>• Working Near / Over Water</li> </ul> <p><b>MOTOR VEHICLE SAFETY</b></p> <ul style="list-style-type: none"> <li>• Driving</li> <li>• Backing</li> <li>• Mountain Terrain</li> <li>• Rural Roads</li> <li>• Traffic</li> <li>• Transporting Loads/Cargo</li> <li>• Trailing/Towing</li> <li>• Inclement Weather Driving</li> <li>• Impaired Driving</li> <li>• Distracted Driving</li> </ul>
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Identify and evaluate inherent site safety risks, for example:

- Proposed traffic flow and parking plans
- Hazardous materials management
- Training
- Inspections
- Security
- Personal hygiene
- Emergency response planning and mutual aid (including management of imminent hazards and abnormal conditions)
- Appropriate tools
- Equipment and materials

The use of vehicles is always considered to be a site safety risk, therefore any motor vehicle operation, or similar program, must meet the minimum standards outlined in the OHS Standards for Prime/General Contractors (Canada) / US DOT (US) and must provide but is not limited to:

- Journey Management Plans
- Traffic Management Plans
- Driving in inclement weather considerations (e.g., Know When to Go)
- Driver/Operator Situational Awareness practices (e.g., Traffic Cones)
- Off-Highway Vehicle requirements
- Required "walk around" or "circle check" prior to the backing of vehicles or equipment.
- Driver Training which includes both in-classroom theory and in-vehicle practical evaluation.

- Pull through (drive through) parking as the preferred means for stopping/parking a vehicle or equipment
- Back in parking as the secondary means for parking a vehicle or equipment so that the next movement of that vehicle or equipment will be in the forward direction.
- Vehicles and equipment require at least TWO of the following:
  - o operational backup alarm
  - o spotter
  - o backup camera
  - o backup proximity sensors with audible alarm
  - o Single blast of the vehicle horn prior to any reverse motion

Activity	CPIX Pre-approval	Permit/Regulatory Approval	Additional Requirements
<input type="checkbox"/> Solid Waste Generation			
<input type="checkbox"/> Hazardous Material Use	✓		
<input type="checkbox"/> Hazardous Material Storage	✓		
<input type="checkbox"/> Hazardous Waste Collection / Disposal	✓		EPA ID #, Manifest, LDR
<input type="checkbox"/> Pesticide, Herbicide and/or Insecticide Use	✓	✓	State Consultation
<input type="checkbox"/> Excavation of Soil		✓	Contaminated Sites, Wetlands, Dredging

<input type="checkbox"/> Surface Water Withdrawal			Water Rights
<input type="checkbox"/> Work in wetlands			COR Consultation
<input type="checkbox"/> Dewatering			State Consultation
<input type="checkbox"/> Flood Plain Development			State or Local Consultation
<input type="checkbox"/> Fuel Use and Storage			Spill Prevention
<input type="checkbox"/> Tree/Brush/Branch Removal			Sensitive Habitat
<input type="checkbox"/> Working on a site over an acre			SWPPP
<input type="checkbox"/> Generator Use			Air Emissions
<input type="checkbox"/> Sand - Blasting			Air Contaminants
<input type="checkbox"/> Work including Federal Funding			NEPA Requirements
<input type="checkbox"/> Stormwater runoff and erosion			Stormwater Requirements
<input type="checkbox"/> Working with Asbestos			Training and Disposal
<input type="checkbox"/> Lead Work			Training and Disposal
<input type="checkbox"/> Historic Property Work			SHPO Consultation



Conforms with The American Institute of Architects, A.I.A.  
Document A312 (2010 Edition)

**Performance Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Faulstich & Rand Construction Co.,  
Inc.  
PO Box 2703 Elko, NV 89803

**SURETY:**

*(Name, legal status and principal place  
of business)*

Old Republic Surety Company  
PO Box 1635  
Milwaukee, WI 53201

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

**OWNER:**

*(Name, legal status and address)*

Great Basin Water Co.  
1240 E State St. Suite 115  
Pahrump, NV 89048

**CONSTRUCTION CONTRACT**

Date: 06/17/2024

Amount: \$ 1,005,462.00

**Description:**

*(Name and location)*

SCD Well 8 Site Development

**BOND**

Date: 06/17/2024

*(Not earlier than Construction Contract Date)*

Amount: \$ 1,005,462.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Faulstich & Rand Construction Co., Inc.

**SURETY**

Company: *(Corporate Seal)*

OLD REPUBLIC INSURANCE COMPANY



Signature: *ReNae E. McCabe*

Name *ReNae McCabe*

and Title: *Secretary/Treasurer*

*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature: *Sidney Wintermote*

Name *Sidney Wintermote/Attorney In Fact*

and Title:

*(FOR INFORMATION ONLY - Name, address and telephone)*

**AGENT or BROKER**

Adobe Insurance Group, LLC

PO Box 2068

Elko, NV 89803

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Faulstich & Rand Construction Co., Inc.

Signature: *ReNae G. McCabe*

Name and Title: ReNae McCabe

Address

PO Box 2703  
Elko, NV 89803

**SURETY**

Company: *(Corporate Seal)*  
OLD REPUBLIC INSURANCE COMPANY

Signature: *Sidney Wintermute*

Name and Title: Sidney Wintermute / Attorney in Fact

Address

PO Box 2068  
Elko, NV 89803





Conforms with The American Institute of Architects,  
A.I.A. Document A312 (2010 Edition)

**Payment Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
Faulstich & Rand Construction Co., Inc.  
PO Box 2703 Elko, NV 89803

**SURETY:**  
*(Name, legal status and principal place of business)*  
Old Republic Surety Company  
PO Box 1635  
Milwaukee, WI 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**  
*(Name, legal status and address)*  
Great Basin Water Co.  
1240 E State St. Suite 115  
Pahrump, NV 89048

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONSTRUCTION CONTRACT**  
Date: 06/17/2024

Amount: 1005462

Description:  
*(Name and location)*  
SCD Well 8 Site Development

**BOND**  
Date: 06/17/2024  
*(Not earlier than Construction Contract Date)*

Amount: 1005462

Modifications to this Bond:  None  See Section 18



**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
Faulstich & Rand Construction Co., Inc.

**SURETY**  
Company: *(Corporate Seal)*  
OLD REPUBLIC INSURANCE COMPANY

Signature: *ReNae G. McCabe*  
Name ReNae McCabe  
and Title: Secretary/Treasurer  
*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature: *Sidney Wintermote*  
Name Sidney Wintermote  
and Title: Attorney in Fact

*(FOR INFORMATION ONLY - Name, address and telephone)*

**AGENT or BROKER:**  
Adobe Insurance Group, LLC  
PO Box 2068  
Elko, NV 89803

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Faulstich & Rand Construction Co., Inc.

Signature: ReNae G. McCabe  
Name and Title: ReNae McCabe Secretary/Treasurer  
Address

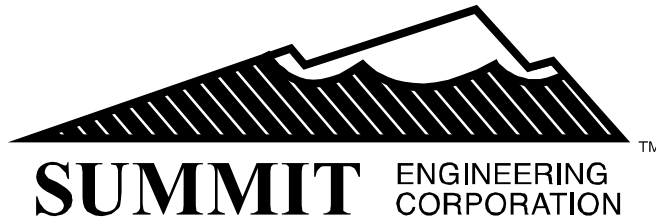
PO Box 2703  
Elko, NV 89803

**SURETY**

Company: *(Corporate Seal)*  
OLD REPUBLIC INSURANCE COMPANY

Signature: Sidney Wintermote  
Name and Title: Sidney Wintermote Attorney In Fact  
Address

PO Box 2068  
Elko, NV 89803



June 12, 2024

Great Basin Water  
Sean Ashcraft  
1240 E. State Street #115  
Pahrump NV 89048

RE: Well 8 Construction

Dear Sean:

Summit Engineering would like to thank you for the opportunity to provide Survey and Inspection and Testing Services required by the building department for the above-mentioned project

**Inspection & Survey Well 8 Improvements **\$6,800.00****

- Soil Compactions for Pipeline, Footings, Plumbing, drive access, etc
- Concrete Placement and Materials, Slump, Air, Temp, Cast Cylinders 7,14,28
- Rebar Reinforcement for Footing, Walls, Slab, etc
- Inspect bolting and epoxy as needed for structure\
- Verify piping materials.
- SCA Encroachment permit improvements
- Daily report and final report package to Elko CO and GBW.
- Daily site visits as need
- Help with RFI's, and submittals for materials as needed

I subcontract with Heat C to perform the drilling operation for sample collection.  
If you have any questions or need additional information, please contact me at (775) 738-8058.

Sincerely,

**SUMMIT ENGINEERING CORPORATION**

Thomas O Hannum, P.E.  
Elko Geotechnical Manager

Accepted: Sean Ashcraft, GBWC Project Manager

Sign:

Date: 06/12/24

DOCUMENT INCLUDES CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM

<p>Water Service Corporation  <b>COPIX</b>          Group of Companies</p>	<p>Water Service Corporation          500 W MONROE ST STE 3600          CHICAGO, IL 60661-3779, US</p>	<p>JPMorgan Chase Bank, N.A.          Columbus, OH          25-3/440</p>
--	--	--

1209769

DATE: 0 5 0 4 2 0 2 3  
M M D D Y Y Y Y

AMOUNT  
\$\*\*\*\*\*32,500.00  
US Dollars

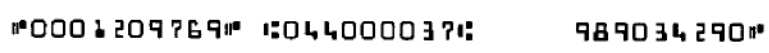
\*\*\*\*Thirty-Two Thousand Five Hundred Dollars

**PAY TO THE ORDER OF**

STEPHANIE YOUNGQUIST  
317 SCRUB OAK DRIVE  
Spring Creek NV 89815  
United States

Water Service Corporation

*Stephanie Youngquist*



Printer ID # / NI d'imprimeur 1014-B

  
 \_\_\_\_\_  
 Endorsement - Signature or Stamp

>3242710331-0002  
 2214 - 140508504  
 05/10/2023 - 16:57:18

BACK/ENDOS

APN 047-001-061

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

When recorded, mail to:

Great Basin Water Company  
7800 Rancharrah Parkway  
Reno, NV 89511  
Attn: Allen Wilt

---

### Grant of Access, Well Site, and Temporary Construction Easement

This Grant of Access, Well Site, and Temporary Construction Easement (this "Agreement") is made and entered into as of the 10 day of June, 2023 (the "Effective Date"), by and among Stephanie Youngquist (the "Grantor"), and Great Basin Water Company, a Nevada corporation ("Grantee"). Grantor and Grantee are sometimes individually referred to as a "Party" and may be collectively referred to as the "Parties".

### RECITALS

A. Grantor is the owner of that certain real property located in Elko County, Nevada commonly known as 317 Scrub Oak Drive, Spring Creek, NV 89815-7150, with an APN 047-001-061, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Burdened Parcel**").

B. Located within the Burdened Parcel is that certain real property more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Easement Area**"), the approximately location of which real property is also depicted on **Exhibit "C"** attached hereto and incorporated herein by this reference.

C. Grantee desires to construct and operate a groundwater well or wells and associated infrastructure within the Easement Area and desires to obtain from Grantor all necessary easements and Grantor is willing to grant such easements, all as further set forth below.

28597147

losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney's fees, court costs, and the cost of appellate proceedings), judgments or obligation (collectively, "Losses"), which may be imposed upon or incurred by or asserted against such Grantor by reason of Grantee's use or occupancy of the Easement Area, exercise of its rights hereunder or the performance of its obligations hereunder, whether such Losses are caused by Grantee's employees, agents, or subcontractors; provided, however, that Grantor shall remain solely liable for the negligent or intentional actions, acts, errors, mistakes, or omissions of Grantor, Grantor's family members, or Grantor's invitees, guests, or agents.

5. To the fullest extent permitted by law, each Grantor, their successors and assigns shall defend, indemnify and hold harmless Grantee and any of its officers, directors, members, managers, agents, or employees from and against any and all Losses, which may be imposed upon or incurred by or asserted against such Grantee by reason of the negligent or intentional actions, acts, errors, mistakes, or omissions of such Grantor, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Grantor acknowledges that Grantor's, Grantor's family members', or Grantor's invitees', guests', or agents' entry into the Easement Area without specific authorization from Grantee, if such entry results in a Loss to Grantee, will constitute a negligent or intentional act that requires indemnification hereunder.
6. Grantor will maintain Commercial General Liability insurance in commercially reasonable amounts during the term of this Agreement insuring Grantor and Grantee against injury to persons or damage to property arising from or in connection with any activity by Grantee on the Easement Area or the Burdened Parcel.
7. Unless otherwise set forth in this Agreement, the easement and other rights granted to Grantee hereunder will not terminate until and unless Grantee ceases to use all Water Facilities to provide quasi-municipal water, and Grantee executes, acknowledges and records a document specifically terminating this instrument. Upon such recordation, Grantee's rights hereunder shall cease, except the right and obligation to remove any and all property placed upon the Easement Area within a reasonable time subsequent to such termination. Notwithstanding the foregoing, Grantee may elect to abandon the underground Water Facilities in place with the Easement Area provided that it can do so in compliance with applicable laws, statutes, ordinances, rules, or regulations.
8. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of Grantee and its successors and assigns, and shall be binding on Grantor and Grantee and their successors and assigns. Grantor acknowledges that the rights granted hereunder may be assigned by Grantee without the consent of Grantor.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor does hereby grant and convey unto Grantee, for use by Grantee's agents, employees, contractors, participants, and permittees, the following easements in, upon, over, under, across, through and along the Burdened Parcel:
  - a. An exclusive easement for the purpose of constructing, drilling, installing, equipping removing, repairing, operating, maintaining, reconstructing, and replacing, groundwater wells, and any associated pumps, conduits, pipes, wires, cables, and all other appliances, appurtenances, and fixtures associated with the collection and transmission of water and such other activities as may be reasonably necessary for such equipping, drilling and improving of said groundwater well or wells (collectively, the "**Water Facilities**") over the Easement Area; and
  - b. A non-exclusive easement over the Burdened Property in those areas of the Burdened Property that are immediately adjacent to the north, west and south sides of the Easement Area for the purpose of accessing the Water Facilities, which right of access may include constructing driveways in a location or locations approved by Grantor, such approval not to be unreasonably withheld.
2. Grantee shall have the right (but not the obligation) to install fencing around the Easement Area and to trim, cut and clear away trees, brush, or other vegetation on the Easement Area whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.
3. Grantee will be responsible (at Grantee's sole cost and expense) for maintaining and repairing the Water Facilities in a good, safe, clean, and commercially reasonable manner and materially in accordance with all applicable laws. In connection with any work performed by or on behalf of Grantee under this Agreement, Grantee agrees (at Grantee's sole cost and expense) (i) to restore any disturbed land or damaged portion of the Burdened Parcel that is not within the Easement Area, including, without limitation, landscaping and other improvements, to substantially the same condition as existed prior to such damage, and (ii) to keep the Burdened Property free and clear of any mechanics' or materialmen's liens.
4. To the fullest extent permitted by law, Grantee, its successors, and assigns shall defend, indemnify and hold harmless each Grantor and any of its members, agents, or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims.

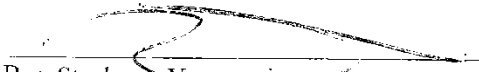
9. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.
10. Grantor acknowledges that a part of the consideration paid for this easement is to offset real property taxes attributable to the Easement Area.
11. This Agreement will be governed and interpreted in accordance with the laws of the State of Nevada.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO GRANT OF ACCESS, WELL, SITE, AND TEMPORARY  
CONSTRUCTION EASEMENT]

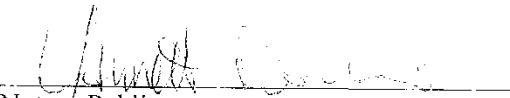
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly  
authorized representative this 10 day of May, 2023.

**GRANTOR:**

  
By: Stephanie Youngquist

STATE OF NEVADA        )  
  ) ss  
County of Elko            )

The foregoing Agreement was personally acknowledged before me this 10 day of  
May, 2023, by Stephanie Youngquist.

  
Notary Public

My Commission Expires:

July 2, 2024



[SIGNATURE PAGE TO GRANT OF ACCESS, WELL SITE, AND TEMPORARY CONSTRUCTION EASEMENT]

IN WITNESS WHEREOF, Grantee has caused this instrument to be executed by its duly authorized representative this 10 day of May, 2023.

**GREAT BASIN WATER COMPANY,  
a Nevada corporation**

By: [Signature]  
Printed: James Eason  
Title: Director of ops

STATE OF NEVADA       )  
  )  
County of Elko            )

The foregoing Agreement was personally acknowledged before me this 10 day of May, 2023, by James Eason as Director of ops for the Great Basin Water Company.

[Signature]

Notary Public

My Commission Expires: July 2, 2024



**Exhibit "A"**  
**Legal Description of the Burdened Property**

The land referred to herein is situated in the State of Nevada, County of Elko, City of Spring Creek described as follows:

Lot 61, Block 1, Tract 402, SPRING CREEK CORPORATION, according to the map thereof, filed in the office of the County Recorder of Elko County, Nevada, as File Number 68748.

EXCEPTING THEREFROM all minerals of any kind reserved by deeds of record in the office of the County Recorder of Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all underground water in, under or flowing through said lands, and water rights appurtenant thereto.

28597445

**Exhibit "B"**  
**Legal Description of the Easement Area**

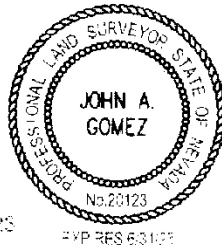
All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of Section 31, Township 33 North, Range 57 East, Mount Diablo Meridian, County of Elko, State of Nevada, also being a portion of Lot 61 of Block 1, as shown on Spring Creek Tract No. 402, Document No. 68748, recorded May 3, 1972 in The Official Records of Elko County, Nevada and more particularly described as follows:

**BEING** the West 150.00 feet of said Lot 61 of Spring Creek Tract No. 402.

Containing 32.254 square feet of land more or less

*The Basis of Bearings for this description shown on Exhibit B are identical to those shown on Spring Creek Tract No. 402, Document No. 68749, filed in the Official Records of Elko County, Nevada*

*See exhibit "B", Plat to Accompany Description, Attached hereto and made a part hereof.*



Prepared by:  
Lumos & Associates, Inc.  
John A. Gomez P.L.S., 20123  
9222 Prototype Drive  
Reno, NV 89521

18597445

Exhibit "C"  
Depiction of the Easement Area



20597445

**Attachment JTE-4 to Exhibit \_\_\_\_\_**

**Attachment JTE-4 to Exhibit \_\_\_\_\_**



FARR WEST ENGINEERING • RENO, NV 89511

DATE	INVOICE NO.	COMMENT	AMOUNT	NET AMOUNT
04/11/2022	1108 - 04/11/22	1108 GBWC Temp Apps x2		360.00
<b>DATE</b> 04/12/22	<b>VENDOR</b> NEVADA STATE ENGINEER		<b>TOTAL</b>	360.00

10775



# TRANSMITTAL LETTER

To: Mr. Adam Sullivan, P.E.  
 Nevada State Engineer  
 Nevada Division of Water Resources  
 901 South Stewart Street, Second Floor  
 Carson City, Nevada 89701

Date: 4/12/2022


**RE: Request for Temporary Application to Change under Permit No. 45916 Cert. No. 13135 and Permit No. 79834 – Great Basin Water Company**

- These are:  Per Your Request      Sent Via:  U.S. Mail       Express Second Day  
 For Your Information       Email       Courier  
 For Your Approval       Ground Service       Hand Delivery/Pick Up  
 For Filing       Express Overnight       Interoffice Mail  
 For Your Action

**We are transmitting the following materials:**

Copies	Description
2	Temporary Application to Change w/ attachments
1	Check in the amount of \$360

**Comments:**  
 Being submitted on behalf of Great Basin Water Company. If you have any questions or concerns, please don't hesitate to contact my office.

Sincerely,  
  
 \_\_\_\_\_  
 Emily Paris  
 Water Rights Technician

CC: James Eason (Email)  
 Judy Gillmore (Email)  
 Marc Rohus (Email)

RECEIVED  
 2022 APR 12 PM 1:52  
 STATE ENGINEERS OFFICE

TEMPORARY Application No. 91721 **7**

**APPLICATION FOR PERMISSION TO CHANGE POINT OF DIVERSION, MANNER OF USE AND PLACE OF USE OF THE PUBLIC WATERS OF THE STATE OF NEVADA HERETOFORE APPROPRIATED**

THIS SPACE FOR OFFICE USE ONLY

Date of filing in State Engineer's Office \_\_\_\_\_

Returned to applicant for correction \_\_\_\_\_

Corrected application filed \_\_\_\_\_ Map filed \_\_\_\_\_

The applicant Great Basin Water Company  
1005 Terminal Way, Suite 294 of Reno  
Street Address or PO Box City or Town  
Nevada 89502 James.Eason@greatbasinwaterco.com  
State and ZIP Code E-mail Address

hereby make(s) application for permission to change the

- Point of diversion       Place of use       Manner of use

of water heretofore appropriated under (Identify existing rights by Permit, Certificate, Proof or Claim Nos. If Decreed, give title of Decree and identify right in Decree.)

Permit No. 45916, Certificate No. 13135

RECEIVED  
 APR 12 PM 1:53  
 STATE ENGINEERS OFFICE

- The source of water is Underground  
Name of stream, lake, underground, spring or other sources.
- The amount of water to be changed 1.11 CFS AND 79.116 AFA  
Give diversion rate in cubic feet per second (CFS) AND duty in acre-feet annually (AFA).
- The water to be used for Municipal purposes  
Irrigation, power, mining, commercial, etc. If for stock, state number and kind of animals. Must limit to one major use
- The water heretofore used for Municipal purposes  
If for stock, state number and kind of animals.
- The water is to be diverted at the following point (Describe as being within a 40-acre subdivision of public survey and by course and distance to a found section corner. If on unsurveyed land, it should be stated.)  
in the SW¼ NE¼ Section 31, T. 33 N., R. 57 E., M.D.B &M., or at a point from which the NW corner of said Section 31 bears N. 56° 37' 18" W., 3,375' distant. Please see plat provided with this Application.
- The existing point of diversion is located within (If point of diversion is not changed, do not answer.)  
the SE¼ NE¼ Section 34, T. 33 N., R. 57 E., M.D.B &M., or at a point from which the NE corner of said Section 34 bears N. 5° 40' 42" E., 2,774.73' distant. Please see map filed in support of Application No. 45913.

7. Proposed place of use (Describe by legal subdivisions. If for irrigation, state number of acres to be irrigated.)  
Please see attachment and map filed in support of Application No. 79834.

91721 T

8. Existing place of use (Describe by legal subdivisions. If changing place of use and/or manner of use of irrigation permit, describe acreage to be removed from irrigation.)  
Please see attachment and map filed in support of Application No. 45913.

9. Proposed use will be from January 1 to December 31 of each year.  
Month and Day Month and Day

10. Existing use permitted from January 1 to December 31 of each year.  
Month and Day Month and Day

11. Description of proposed works. (Under the provision of NRS 535.010 you may be required to submit plans and specifications of your diversion or storage works.) (State manner in which water is to be diverted, i.e., diversion structure, ditches, pipes and flumes or drilled well, pump and motor, etc.)

Drilled and cased well with pump, motor, totalizing meter and distribution system to place of use.

12. Estimated cost of works \$2,000,000.00

13. Estimated time required to construct works Two (2) years

If well completed, describe well.

14. Estimated time required to complete the application of water to beneficial use Five (5) years

15. Provide a detailed description of the proposed project and its water usage (use attachments if necessary): (Failure to provide a detailed description may cause a delay in processing.)

Permittee requires a new supply well and has been engaged in locating a suitable location for a number of years. This site has, so far, proven to be reasonable source. Permittee intends to install, develop and stress a well to finalize future potential use parameters.

16. Miscellaneous remarks:

STATE ENGINEERS OFFICE  
APR 12 PM 1:53  
RECEIVED

cfacque@farrwestengineering.com  
E-mail Address  
(775) 853-7268  
Phone No. Ext.

APPLICATION MUST BE SIGNED  
BY THE APPLICANT OR AGENT

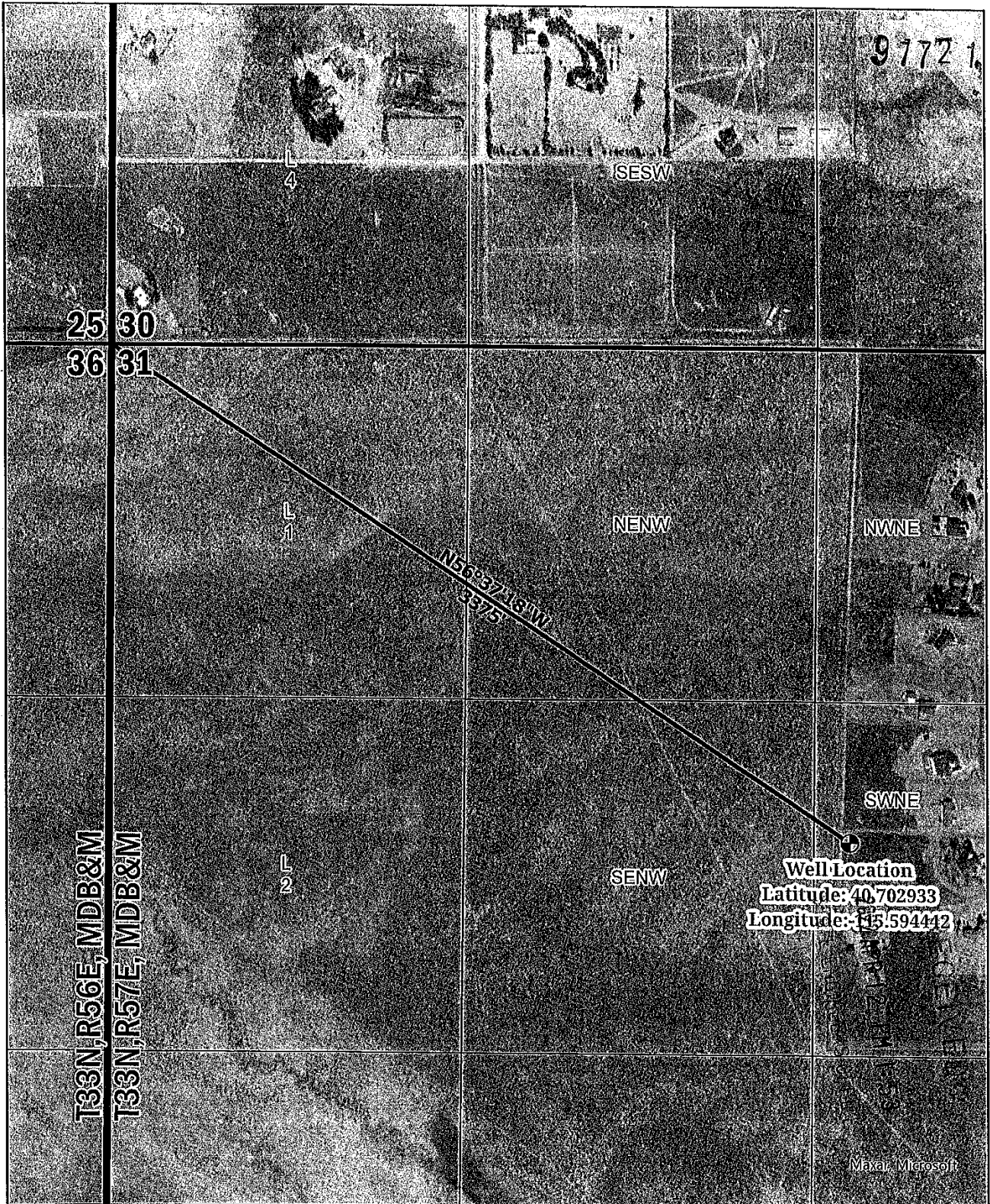
Chris N. Facque  
Type or print name clearly  
[Signature]  
Signature, applicant or agent  
Farr West Engineering  
Company Name  
5510 Longley Lane  
Street Address or PO Box  
Reno, Nevada 89511  
City, State, ZIP Code

Revised 06/17

\$180 FILING FEE AND SUPPORTING MAP MUST ACCOMPANY APPLICATION

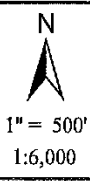
T

9772 1



**Well Location**  
 Latitude: 40.702933  
 Longitude: -115.594442

**FARR WEST**  
 ENGINEERING  
 5510 LONGLEY LANE  
 RENO, NV 89511  
 PHONE: (775) 851-4788  
 FAX: (775) 881-0766



GREAT BASIN WATER COMPANY  
 PROPOSED POINT OF DIVERSION AND PLACE OF USE  
 Located in the SW ¼ NE ¼  
 Section 31 in T33N R57E, M.D.B & M.  
 ELKO COUNTY NEVADA

C:\client\WaterRights\SpringCreek\TestWell\_2022\TestWell\_2022.aprx - GreatBasinWater\_SC TestWell , Editor: tbaker, Printed: 2/10/2022

TEMPORARY Application No. 91722



**APPLICATION FOR PERMISSION TO CHANGE POINT OF DIVERSION, MANNER OF USE AND PLACE OF USE OF THE PUBLIC WATERS OF THE STATE OF NEVADA HERETOFORE APPROPRIATED**

THIS SPACE FOR OFFICE USE ONLY	
Date of filing in State Engineer's Office	_____
Returned to applicant for correction	_____
Corrected application filed	_____ Map filed _____

The applicant Great Basin Water Company  
1005 Terminal Way, Suite 294 of Reno  
Street Address or PO Box City or Town  
Nevada 89502 James.Eason@greatbasinwaterco.com  
State and ZIP Code E-mail Address

hereby make(s) application for permission to change the  
 Point of diversion     Place of use     Manner of use     of a portion  
of water heretofore appropriated under (Identify existing rights by Permit, Certificate, Proof or Claim Nos. If Decreed, give title of Decree and identify right in Decree.)  
Permit No. 79834

**RECEIVED**  
**2022 APR 12 PM 1:50**  
**STATE ENGINEERS OFFICE**

- The source of water is Underground  
Name of stream, lake, underground, spring or other sources.
- The amount of water to be changed 2.0 CFS AND 1447.94 AFA  
Give diversion rate in cubic feet per second (CFS) AND duty in acre-feet annually (AFA)
- The water to be used for Municipal purposes  
Irrigation, power, mining, commercial, etc. If for stock, state number and kind of animals. Must limit to one major use
- The water heretofore used for Municipal purposes  
If for stock, state number and kind of animals.
- The water is to be diverted at the following point (Describe as being within a 40-acre subdivision of public survey and by course and distance to a found section corner. If on unsurveyed land, it should be stated.)  
in the SW¼ NE¼ Section 31, T. 33 N., R. 57 E., M.D.B & M., or at a point from which the NW corner of said Section 31 bears N. 56° 37' 18" W., 3,375' distant. Please see plat provided with this Application.
- The existing point of diversion is located within (If point of diversion is not changed, do not answer.)  
the NE¼ NE¼ Section 19, T. 33 N., R. 57 E., M.D.B & M., or at a point from which the NE corner of said Section 19 bears N. 21° 33' 26" E., 799' distant. Please see map filed in support of Application No. 79834.

7. Proposed place of use (Describe by legal subdivisions. If for irrigation, state number of acres to be irrigated.)  
Please see attachment and map filed in support of Application No. 79834.

91722 T

8. Existing place of use (Describe by legal subdivisions. If changing place of use and/or manner of use of irrigation permit, describe acreage to be removed from irrigation.)  
Place of use is unchanged

9. Proposed use will be from January 1 to December 31 of each year.  
Month and Day Month and Day

10. Existing use permitted from January 1 to December 31 of each year.  
Month and Day Month and Day

11. Description of proposed works. (Under the provision of NRS 535.010 you may be required to submit plans and specifications of your diversion or storage works.) (State manner in which water is to be diverted, i.e., diversion structure, ditches, pipes and flumes or drilled well, pump and motor, etc.)

Drilled and cased well with pump, motor, totalizing meter and distribution system to place of use.

12. Estimated cost of works \$2,000,000.00

13. Estimated time required to construct works Two (2) years

If well completed, describe well.

14. Estimated time required to complete the application of water to beneficial use Five (5) years

15. Provide a detailed description of the proposed project and its water usage (use attachments if necessary): (Failure to provide a detailed description may cause a delay in processing.)

Permittee requires a new supply well and has been engaged in locating a suitable location for a number of years. This site has, so far, proven to be reasonable source. Permittee intends to install, develop and stress a well to finalize future potential use parameters.

16. Miscellaneous remarks:

cfacque@farrwestengineering.com  
E-mail Address

\_\_\_\_\_  
Phone No. Ext.

APPLICATION MUST BE SIGNED  
BY THE APPLICANT OR AGENT

Chris N. Facque

[Signature]  
Type or print name clearly  
Signature, applicant or agent

Farr West Engineering  
Company Name

5510 Longley Lane  
Street Address or PO Box

Reno, Nevada 89511  
City, State, ZIP Code

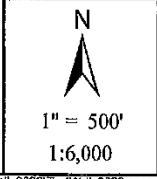
RECEIVED  
2022 APR 12 PM 1:53  
STATE ENGINEERS OFFICE

Revised 06/17

\$180 FILING FEE AND SUPPORTING MAP MUST ACCOMPANY APPLICATION



**FARR WEST**  
**ENGINEERING**  
 5510 LONGLEY LANE  
 RENO, NV 89511  
 PHONE: (775) 851-4788  
 FAX: (775) 881-0766



**GREAT BASIN WATER COMPANY**  
**PROPOSED POINT OF DIVERSION AND PLACE OF USE**  
 Located in the SW ¼ NE ¼  
 Section 31 in T33N R57E, M.D.B & M.  
**ELKO COUNTY** **NEVADA**

Client: Water Rights/SpringCreek/TestWell\_2022/TestWell\_2022.aprx - GreatBasinWater\_SC TestWell - Editor: iBaker, Printed: 2/19/2022



ELKO COUNTY  
COMMUNITY DEVELOPMENT  
BUILDING & SAFETY DIVISION  
540 Court Street, Suite 104 Elko, NV 89801  
Phone: (775) 738-6816 Fax: (775) 738-4581

Application Number . . . . . 24-00000381 Date 8/16/24  
 Property Address . . . . . 317 SCRUB OAK DR  
 Assessors Parcel Number . . . 047-001-061  
 Application type description COMMERCIAL, NEW  
 Subdivision Name . . . . .  
 Application valuation . . . . . 59581

Owner	Contractor
YOUNGQUIST, STEPHANIE 317 SCRUB OAK DR SPRING CREEK NV 898157158	FAULSTICH AND RAND CONSTRUCTIO N CO INC PO BOX 2703 ELKO NV 89803 (775) 738-7463

--- Structure Information 000 000 WELL PUMP HOUSE ---  
 Construction Type . . . . . V COMBUSTIBLE, NON-RATED  
 Occupancy Type . . . . . F1  
 Flood Zone . . . . . ZONE X  
 Other struct info . . . . . BUILDING SQUARE FOOTAGE 432.00  
 NUMBER OF STORIES 1.00  
 BASEMENT Y/N N

Permit . . . . . BUILDING PERMIT  
 Additional desc . . . PUMP HOUSE  
 Permit Fee . . . . . 406.00 Plan Check Fee . . . 263.90  
 Issue Date . . . . . 8/16/24 Valuation . . . . . 30650  
 Expiration Date . . . 2/12/25

Qty	Unit Charge	Per	Extension
		BASE FEE	352.00
6.00	9.0000	THOU BP \$25,001-\$50,000 VALUE	54.00

Permit . . . . . ELECTRICAL PERMIT  
 Additional desc . . . PUMPHOUSE  
 Permit Fee . . . . . 269.00 Plan Check Fee . . . 67.25  
 Issue Date . . . . . 8/16/24 Valuation . . . . . 16781  
 Expiration Date . . . 2/12/25

Qty	Unit Charge	Per	Extension
		BASE FEE	44.00
1.00	44.2500	EA EP APT51-100HP, KW, KVA, KVAR-NEW	44.25
1.00	66.5000	EA EP APT 101+HP, KW, KVA, KVAR-NEW	66.50
1.00	55.5000	EA EP SVC<=600VLTs&200-1KAMPS-NEW	55.50
3.00	16.2500	EA EP MISC APRTS/CNDUTS/CDCTR-NEW	48.75
10.00	1.0000	EA EP RECP,SWTCH, LGHTG 1ST 20-NEW	10.00

Permit . . . . . MECHANICAL PERMIT  
 Additional desc . . . PUMPHOUSE  
 Permit Fee . . . . . 57.00 Plan Check Fee . . . 14.25  
 Issue Date . . . . . 8/16/24 Valuation . . . . . 5700  
 Expiration Date . . . 2/12/25

Qty	Unit Charge	Per	Extension
-----	-------------	-----	-----------

ELKO COUNTY  
 COMMUNITY DEVELOPMENT  
 BUILDING & SAFETY DIVISION  
 540 Court Street, Suite 104 Elko, NV 89801  
 Phone: (775) 738-6816 Fax: (775) 738-4581

Application Number . . . . . 24-00000381 Page 2  
Date 8/16/24

Qty	Unit Charge	Per	Extension
		BASE FEE	44.00
2.00	6.5000 EA	MP VENT FAN TO SNGL DUCT -NEW	13.00

Permit . . . . . PLUMBING PERMIT  
 Additional desc . . . PUMP HOUSE  
 Permit Fee . . . . . 79.00 Plan Check Fee . . . 19.75  
 Issue Date . . . . . 8/16/24 Valuation . . . . . 6418  
 Expiration Date . . . 2/12/25

Qty	Unit Charge	Per	Extension
		BASE FEE	44.00
4.00	8.7500 EA	PP PLUMBING FIXTURE (NEW)	35.00

Special Notes and Comments  
 NEW 12'X36' WELL HOUSE WITH ELECTRICAL  
 AND BACK UP GENERATOR

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	811.00	136.00	675.00	.00
Plan Check Total	365.15	140.15	225.00	.00
Grand Total	1176.15	276.15	900.00	.00

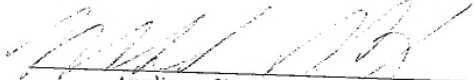
Credits  
 COMM'L DEPOSIT 900.00



**Elko County Community Development  
Building & Safety Division  
Permit Document # 24 - 381**

**CONDITIONS OF THIS PERMIT**

1. I agree to build according to the declared description of the project, approved plans, specifications, and the codes and laws as adopted and in effect by Elko County and the State of Nevada.
2. I agree to schedule the required inspections associated with the construction of the approved project, up to and including a final inspection. Inspection requests must be scheduled at least the day before, by 4:00 pm, for the next business day at the earliest.
3. I understand that THIS PERMIT BECOMES NULL AND VOID if work authorized under this permit is not commenced within 180 days from date of issuance with an approved required inspection or after commencement of work if more than 180 days pass between approved required inspections.
4. I understand that if I violate any terms or conditions of this agreement or permit or violate any codes and law as adopted and in effect by Elko County and the State of Nevada, this permit may be revoked.

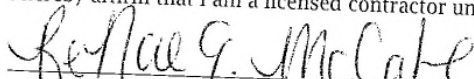
  
Applicant Signature

07/10/2024  
Date

  
Witnessed By

**LICENSED CONTRACTOR'S DECLARATION**

I hereby affirm that I am a licensed contractor under the provisions of NRS 624.240.

  
Contractor Signature

**OWNER-BUILDER DECLARATION**

1. I, as owner of the property upon which I am requesting to build or improve a residential structure, declare that I have read, understand, and have signed the owner-building affidavit of exemption, per NRS 624.031, provided by the Nevada State Contractors Board.
2. I intend to act as my own contractor and that I am familiar with the requirements of the adopted building codes that governs this project.

\_\_\_\_\_  
Owner-Builder Signature

**Required Building Inspections**

**Building / Factory Built Structures**

- Addressing
- Brace wall Panel/Hold Downs
- Building Final
- Exterior Lath
- Footing
- Footings/ Inside
- Footings/Outside
- Foundation
- Foundation Final
- Four-Way Rough-In \* See Note
- Framing \*\* (Building permits only)
- Frost-wall - (Non-load bearing)
- Grading Inspection
- Gypsum Board
- Hairpin
- Holes / Piers
- Ice Shield Underlayment
- Insulation
- Lag Bolt / Bolting
- Masonry Pre-grout
- Masonry Veneer Ties
- Monolithic Foundation
- Sheet / Shear Nailing - Diaphragm
- Structural Slab on Grade
- Suspended Ceiling Frame
- Temporary Certificate of Occupancy (when approved)

**Electrical**

- Addressing
- Construction Electric
- Electrical Final
- Electrical Trench
- Electrical Rough-In \*\* (Electrical permits only)
- Four-Way Rough-In \* See Note
- Metallic Pipe Bonding
- Meter Change Out
- Misc. Electrical Service
- Mobile Home Electric
- RV Electric
- UFER Grounding Electrode (concrete encased)
- Under-slab Electrical
- Well Electric

**Mechanical**

- Four-Way Rough-In \* See Note
- Grease Duct Enclosure
- Mechanical Final
- Mechanical Rough-In \*\* (Mechanical permits only)

**Plumbing**

- Fire Sprinkler Inspection

- Four-Way Rough-In \* See Note
- Gas Pressure Test
- Plumbing Final
- Plumbing Rough-In \*\* (Plumbing permits only)
- Under-slab Plumbing
- Water & Sewer Pressure Test

**Fire**

- Four-Way Rough-In \* See Note
- Fire Alarm & Strobe
- Fire Hydrant Thrust Block(s)
- Fire Hydrostatic Test
- Fire Life Safety Final
- Fire Riser Flush
- Fire Sprinkler Test
- Fire Stopping Method(s)

**NOTES:**

\*Four-way Rough-in includes all trades: building, electrical, mechanical, plumbing, and fire (if applicable)

Please note that the four-way rough-in inspections will not be separated due to the impact that they have on each trade!

\*\* For individual trade permits only!

COMMUNITY DEVELOPMENT  
540 COURT STREET, SUITE 104  
ELKO NV 89801

DATE: 7/10/24  
TIME: 16:22:01

RECEIPT #: 0000037932  
CASHIER: JEFFERSON

APPLICATION NBR: 24-00000381  
LOCATION ADDR: 317 SCRUB OAK DR  
REFERENCE: DEPOSIT - NEW WELL HOUSE W/ ELECTRICAL

ITEM DESCRIPTION	PAID
-----	-----
COMM'L DEPOSIT FEE	900.00
TOTAL AMOUNT PAID:	900.00
PAYMENT TYPE: CHECK	
CHECK NBR: 000006197	



ELKO COUNTY  
COMMUNITY DEVELOPMENT  
540 COURT STREET, SUITE 104  
ELKO NV 89801

DATE: 8/16/24  
TIME: 13:07:13

RECEIPT #: 0000038220  
CASHIER: JEFFERSON

APPLICATION NBR: 24-00000381  
LOCATION ADDR: 317 SCRUB OAK DR  
REFERENCE: FINAL PAYMENT - NEW WELL 8

ITEM DESCRIPTION	PAID
PLAN CHECK FEES	38.90
PLAN CHECK FEES	67.25
PLAN CHECK FEES	14.25
PLAN CHECK FEES	19.75
PERMIT FEES	57.00
PERMIT FEES	79.00
TOTAL AMOUNT PAID:	276.15
PAYMENT TYPE: CHECK	
CHECK NBR: 000006213	





Nevada Division of  
**WATER RESOURCES**

**STATE OF NEVADA**  
**Department of Conservation and Natural Resources**  
Steve Sisolak, *Governor*  
Jim Lawrence, *Acting Director*  
Adam Sullivan, P.E., *State Engineer*

August 22, 2022

Great Basin Water Company  
1005 Terminal Way, Suite 294  
Reno, NV 89502

**Re: APPLICATION(S) 91721T and 91722T**

To Whom It May Concern:

You are hereby advised that the above-mentioned application(s) are now ready to be presented to the State Engineer for final review. Before the final review can occur, the permit fees must be received by this office.

In accordance with NRS §533.435 please forward to this office, **within sixty (60) days** from the date of this letter, permit fees in the amount of **\$4,854.00\*** for your application(s). In accordance with NRS §353.1467 (effective July 1, 2008), all payments in excess of \$10,000 to a state agency must be made by electronic transfer. Payments received by a state agency that are in violation of NRS 353.1467, will be returned to the remitter and may be subject to late fees and/or penalties.

Please be advised that the applicant or their properly authorized agent is responsible for notifying the State Engineer's Office of any address change. When multiple addresses are used by the applicant or agent, the required legal notices will be sent to the latest address of record unless proper written notification from the applicant or agent directs otherwise.

In the event that this office does not receive the permit fees within **sixty (60) days** from this date, your application will be subject to denial.

If there are any questions regarding this notice, please contact our office at (775) 684-2800.

BA

cc: Farr West Engineering (Email)  
Lumos and Associates/Reno (Email)

**\*91721T - \$540.00      \*91722T - \$4,644.00**



SPRING CREEK ASSOCIATION  
401 Fairway Blvd.  
Spring Creek, NV 89815  
Ph. (775) 753-6295 Fax: (775) 753-9539

## Accessory/ Auxiliary Building Permit Application

Property Owner Name Great Basin Water Co. Property Owner Daytime Ph. #: (775) 753-4437

TRACT 402 BLOCK 1 LOT 61 ZONING AR Property Address: 317 Scrub Oak Drive, Spring Creek, NV 89815

Total Acreage: 0.8264 Email Address: Eric.Chittim@greatbasinwaterco.com

Style and Material of Building: Utility Building, Wood Frame, Metal Roof

Color or Building Blue Sq. Ft. 432

If you are not erecting the building yourself who will be erecting?

Builder: Tuff Shed Builder Phone #: (775) 303-9443

Building Email: DTighe@tuffshed.com

### Application Requirements

1. Completed Application Form
2. Three (3) copies of a plot plan showing:
  - All property lines and easements
  - All existing buildings and structures
  - Location and dimensions of existing fence, if applicable
  - Pictures of property from all angles.
3. Drawing of what the building will look like or engineered plans of the building
4. All plans reviewed by the COA must have the property owner's consent and signature. All correspondence should be addressed to the property owner according to the Spring Creek Association's records.
5. Applicants shall submit a completed application, plot plan and development plan with the applicable fees by 4:00 PM on Wednesday for Thursday COA approval.
6. Plans will be reviewed by the COA and given "tentative approval" each Thursday.
7. Final approval of a permit will be given after SCA Staff conducts a review of the project. If a project is determined to be incomplete or in violation of the SCA DOR's and/or current COA Rules & Regulations, the COA will not give final approval. \*All copies .50 cents per page

**ACCESSORY PERMIT CONDITIONS:** Please initial each condition after you have read, understand, and accept the condition.

\_\_\_\_\_ I have read and understand the Spring Creek Declaration of Reservations (DOR's) and current COA Rules & Regulations.

\_\_\_\_\_ I understand there is a noise provision which would not allow any construction to commence before 7:00 am or after 10:00pm daily. This included inside and outside construction.

\_\_\_\_\_ The Accessory/ Auxiliary Building Permit Expires 180 days from the date approved.

**I hereby affirm that the information in this application is true to the best of my knowledge.**

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Print: \_\_\_\_\_

Revised 1.10.2022

FOR OFFICE USE ONLY

Fee: \$ 4.4.24 Date Paid: 250<sup>00</sup> Receipt #: 860492

Tentative Approval On: 3/28/24 By: Alex O'Connell  
(Tentative approval will be given on all initial applications) Authorized C.O.A. Representative

Cheri Duncan  
Authorized C.O.A. Representative

Reason for Disapproval: \_\_\_\_\_

Final Approval On: \_\_\_\_\_ By: \_\_\_\_\_  
(Final approval will be given after review of project) Authorized C.O.A. Representative

\_\_\_\_\_  
Authorized C.O.A. Representative

**ACCESSORY STRUCTURES:** Accessory structures, including membrane structures, must be aesthetically pleasing to the property and require a permit from the SCA. Any structure over 200 SQ feet requires a permit from Elko County as well. Exterior trim elements are required so that the structure appears finished. Greenhouses over 32 SQ feet and of solid or membrane construction require a permit through the SCA. Extensive garden structures not taller than 4 feet at the highest point do not require a permit. Storage sheds/buildings with natural stained wood are acceptable as long as they are maintained and permitted through the SCA.

**ACCESSORY/AUXILIARY PLACEMENT/SETBACKS/NUMBER OF:**

**PART A:** No auxiliary structures are allowed in front of the house and auxiliary placement must adhere to property line setback requirements unless a variance is requested and approved by the COA.

**PART B:** Auxiliary structures must have a setback of 15 feet from other structures on the property.

**PART C:** The number of accessory/auxiliary buildings can be limited by COA based on factors such as: plot/topographic map detail, acreage available, number of existing structures on property, livestock, pictures, or other limiting factors.

**ELEVATIONS:**

- \_\_\_ Front, Rear, Right and Left Side Elevations
- \_\_\_ Dimensions of the pitch of the roof (Verge (rake) and Fascia shall be shown)
- \_\_\_ Accessory structures shall have style similar to existing dwelling.

**DRAWINGS/PLOT PLANS:**

- \_\_\_ Exact Measurements on at least 3 sides of the structure
- \_\_\_ Drainage plan meeting the Elko County requirements
- \_\_\_ Location of any/all other structures on property, with measurements from setbacks
- \_\_\_ FRONT SETBACK: minimum 50' from front property line (location of front setback on corner lots shall be determined by main access to property) In accordance with zoning setback identified in DORs.
- \_\_\_ SIDE SETBACKS: minimum 20' from each side property line. In accordance with zoning setback identified in DORs.
- \_\_\_ REAR SETBACK: minimum 30' from rear property line. In accordance with zoning setback identified in DORs.
- \_\_\_ 15' from all other structures

**FEES FOR PERMIT:**

- \_\_\_ UP TO 200 SQ FT---- \$75
- \_\_\_ 200 SQ FT – 400 SQ FT ---- \$125
- \_\_\_ OVER 400 SQ FT---- \$225
- Plan Re-Submittal: ---- \$75
- Building Plan Extension: (Before expires, 1 max) ---- No Fee
- Building Plan – Expired: ---- ½ Original Fee

Revised 1.10.2022



<b>RECEIPT</b>		DATE <u>4.4.24</u>	No. <u>860492</u>
RECEIVED FROM <u>Great Basin Water</u>		\$ <u>250<sup>00</sup></u>	
<u>317 Scrub Oak Dr 402-001-061</u>		DOLLARS	
<input type="radio"/> FOR RENT <input type="radio"/> FOR <u>Acc/Aux - Utility Building</u>			
ACCOUNT		<input type="radio"/> CASH	FROM _____ TO _____
PAYMENT	<u>250.00</u>	<input type="radio"/> CHECK	
BAL DUE	<u>3.50</u>	<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	BY <u>Chen</u>

253

3-11

9589 0710 5270 1135 1208 51

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**CERTIFIED MAIL® RECEIPT**  
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Postmark Here

Postage \$0.00

Total Postage and Fees \$0.00

*Handwritten:* 375 E 70 # 82  
 2 AS VEGAS NV 81119

9589 0710 5270 1135 1208 44

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SPRING CREEK, NV 89815

Certified Mail Fee \$4.47

Extra Services & Fees (check box and fee as appropriate)

Return Receipt (hard copy) \$2.80

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Signature Restricted Delivery \$0.00

Total Postage and Fees \$4.47

Postmark Here

*Handwritten:* Spring Creek

December 2, 2024

Michael Hardy, P.E., WRS,P.G.  
Lumos and Associates, Inc.  
950 Sandhill Road, Suite 100  
Reno, NV 89521  
[mhardy@lumosinc.com](mailto:mhardy@lumosinc.com)

**RE: GREAT BASIN WATER CO SPRING CREEK UTILITIES (NV0000036) PUBLIC WATER SYSTEM IMPROVEMENT PROJECT: INCLUDES AN AS-BUILT REPLACEMENT WELL (W10) FOR WELL 8 (W01) THAT HAS AN 8-INCH DIAMETER 900-FOOT-DEEP CASING AND A 60 FOOT DEEP SANITARY SEAL. THE DISCHARGE ASSEMBLY, WELL HOUSE, AND DISINFECTION SYSTEM (TP10) WILL ALSO BE INSTALLED FOR THE NEW WELL AND APPROXIMATELY 200 FEET OF 8-INCH DIAMETER DUCTILE IRON PIPE, 34 FEET OF 1-INCH DIAMETER HDPE TUBING, AND ONE DOUBLE CHECK VALVE BACKFLOW PREVENTER.**

In reply, please reference plan review number (EL-0007177-23)

Dear Mr. Hardy,

The Nevada Division of Environmental Protection (NDEP), Bureau of Safe Drinking Water (BSDW), has reviewed the extension request letter dated November 27, 2024, for the above-referenced water project.

The extension request for this project is hereby approved. Work on a water project must commence not later than 1 year after the date of this extension request approval. As a reminder, the water project must be completed not later than 1 year after the date that work on the project has commenced, except that BSDW may extend this period in 1-year increments if an extension request is submitted to BSDW that demonstrates work is being performed on the water project and a schedule of work with periodic updates on the progress of the water project is submitted.

Please note that all the requirements listed in the approval letter issued October 12, 2023, are to be adhered to during and after construction of the water project.

If you have any questions or comments, please contact me at (775) 687-9459 or [jlhettrick@ndep.nv.gov](mailto:jlhettrick@ndep.nv.gov).

Sincerely,

Jason Hettrick,  
Engineering Technician III  
Bureau of Safe Drinking Water

December 2, 2024

Re: GREAT BASIN WATER CO SPRING CREEK UTILITIES (NV0000036) (EL-0007177-23)

Page 2 of 2

cc: Andrea Seifert, P.E., Bureau Chief, BSDW	<a href="mailto:aseifert@ndep.nv.gov">aseifert@ndep.nv.gov</a>
Brendon Grant, P.E., Engineering Supervisor, BSDW	<a href="mailto:bgrant@ndep.nv.gov">bgrant@ndep.nv.gov</a>
Jason Hettrick, Engineering Tech III, BSDW	<a href="mailto:jlhettrick@ndep.nv.gov">jlhettrick@ndep.nv.gov</a>
Dustin Deitch, Facility Manager, BSDW	<a href="mailto:ddeitch@ndep.nv.gov">ddeitch@ndep.nv.gov</a>
Sean Ashcraft, GBWC Spring Creek Utilities	<a href="mailto:sean.ashcraft@greatbasinwaterco.com">sean.ashcraft@greatbasinwaterco.com</a>
Eric Chittim, GBWC Spring Creek Utilities	<a href="mailto:eric.chittim@greatbasinwaterco.com">eric.chittim@greatbasinwaterco.com</a>
James Eason, GBWC Spring Creek Utilities	<a href="mailto:James.eason@greatbasinwaterco.com">James.eason@greatbasinwaterco.com</a>
Marc Rohus, GBWC, Director of Operations	<a href="mailto:Marc.rohus@greatbasinwaterco.com">Marc.rohus@greatbasinwaterco.com</a>
Ryan Finley P.E., Review Engineer, BSDW	<a href="mailto:Rfinley@ndep.nv.gov">Rfinley@ndep.nv.gov</a>



October 12, 2023

Marc Rohus  
GBWC Spring Creek Utilities  
448 Tonka Lane, Unit #3  
Spring Creek, NV 89815  
[marc.rohus@greatbasinwaterco.com](mailto:marc.rohus@greatbasinwaterco.com)

Michael Hardy, P.E.  
Lumos & Associates, Inc.  
950 Sandhill Road, Suite 100  
Reno, NV 89521  
[mhardy@lumosinc.com](mailto:mhardy@lumosinc.com)

**RE: GREAT BASIN WATER CO SPRING CREEK UTILITIES (NV0000036) PUBLIC WATER SYSTEM IMPROVEMENT PROJECT: INCLUDES AN AS-BUILT REPLACEMENT WELL (W10) FOR WELL 8 (W01) THAT HAS AN 8 INCH DIAMETER 900 FOOT DEEP CASING AND A 60 FOOT DEEP SANITARY SEAL. THE DISCHARGE ASSEMBLY, WELL HOUSE, AND DISINFECTION SYSTEM (TP10) WILL ALSO BE INSTALLED FOR THE NEW WELL AND APPROXIMATELY 200 FEET OF 8 INCH DIAMETER DUCTILE IRON PIPE, APPROXIMATELY 34 FEET OF 1-INCH DIAMETER HDPE TUBING, AND ONE DOUBLE CHECK VALVE BACKFLOW PREVENTER.**

In reply, please reference plan review number (EL-0007177-23)A

Dear Mr. Rohus and Mr. Hardy:

The Nevada Division of Environmental Protection (NDEP), Bureau of Safe Drinking Water (BSDW), has reviewed the initial submittals and the most recent submittal received on September 28, 2023 for the above-referenced water project.

The water project is hereby approved for construction only. Approval for construction is based on the most recent submittal received by BSDW and only extends to potable water infrastructure that is owned and operated by the public water system. In accordance with NAC 445A.6671, work on a water project must commence not later than 1 year after the water project is approved. The water project must be completed not later than 1 year after the date that work on the project has commenced, except that BSDW may extend this period in 1-year increments if work is being performed on the water project and BSDW receives a schedule of work and periodic updates on the progress of the water project.

In accordance with NAC 445A.66715, work performed on a water project must be performed in substantial compliance with the plans and specifications approved by BSDW. In addition, any major changes to these plans during construction, which would affect the quality or quantity of water, must be submitted to BSDW for review and approval. Work on a water project must be inspected by a qualified representative of the supplier of water. **Within 30 days after the completion of the water project, the supplier of water, or qualified representative, shall submit documentation stating that the project was completed in substantial compliance with the plans and specifications approved by BSDW.**

October 12, 2023

Re: GREAT BASIN WATER CO SPRING CREEK UTILITIES (NV0000036) – (EL-0007177-23)A

Page 2 of 3

As a reminder, please note the following pertinent regulations:

Per NAC 445A.67145 (6), **a water main must not be placed into service until:**

1. The water main has been disinfected in accordance with AWWA Standard C651.
2. Analyses of the water main which indicate that the water meets primary drinking water standards for coliform bacteria (absent for coliform bacteria) have been obtained and reported to BSDW. Per AWWA Standard C651, two sets of consecutive samples must be taken from every 1200 feet of main, at the end of the line, and from each branch.

Per NAC 445A.66885 (2), **after the construction of any modification or reconditioning of a water well is completed and before the well is placed into service:**

1. The well and any associated pumping equipment must be disinfected in compliance with AWWA Standard C654.
2. A satisfactory bacteriological analysis of a sample of the water from the well must be submitted to BSDW. Per AWWA Standard C654, at least two samples must be taken not less than 30 minutes apart after the well has been chlorinated and pumped to waste for a minimum of 15 minutes with zero chlorine residual.

**The proposed improvements must not be placed on-line until BSDW has reviewed and approved the above items and given the public water system approval to do so.**

Please note that water distribution piping must be pressure tested per the applicable standard referenced in NAC 445A.67145(7). In addition, backflow prevention assemblies shall be tested upon installation and tested annually in accordance with NAC 445A.67185.

All potable water projects require ANSI/NSF-certified products. It is the responsibility of the design engineer, the owner, and the contractor to ensure ANSI/NSF certification (or approved exception) for all products that come into contact with drinking water. Future inspections of the water system may require the removal and replacement of system components that do not meet these requirements. Findings of violations, including fines and penalties, may also be considered.

The review or approval of water system plans, design drawings, design specifications, or other documents by NDEP is for administrative purposes only, and does not relieve the water system owner, engineer, and/or operator from the requirement to properly design, build, effectively operate, and maintain the facilities as required under law, regulations, permits, and best management practices. NDEP is not responsible for increased costs resulting from defects in design plans, specifications, or other pertinent documents.

This review is only for potable water infrastructure. For sewer main and storm drain extension requirements and permit requirements for the discharge of chlorinated water and trench dewatering, please contact the Nevada Division of Environmental Protection-Bureau of Water Pollution Control (775) 687-9418.

October 12, 2023

Re: GREAT BASIN WATER CO SPRING CREEK UTILITIES (NV0000036) – (EL-0007177-23)A

Page 3 of 3

If you have any questions or comments, please contact me at (775) 687-9471 or [rfinley@ndep.nv.gov](mailto:rfinley@ndep.nv.gov).

Sincerely,

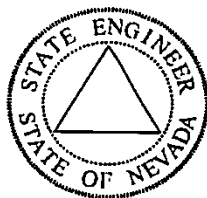


Ryan Finley, P.E.

Professional Engineer

Bureau of Safe Drinking Water

ec: Andrea Seifert, P.E., Bureau Chief, BSDW	<a href="mailto:aseifert@ndep.nv.gov">aseifert@ndep.nv.gov</a>
Brendon Grant, P.E., Engineering Supervisor, BSDW	<a href="mailto:bgrant@ndep.nv.gov">bgrant@ndep.nv.gov</a>
Jason Hettrick, Engineering Tech III, BSDW	<a href="mailto:jlhhettrick@ndep.nv.gov">jlhettrick@ndep.nv.gov</a>
Alex Lanza, P.E., Facility Manager, BSDW	<a href="mailto:alanza@ndep.nv.gov">alanza@ndep.nv.gov</a>
Sean Ashcraft, GBWC Spring Creek Utilities	<a href="mailto:sean.ashcraft@greatbasinwaterco.com">sean.ashcraft@greatbasinwaterco.com</a>
Eric Chittim, GBWC Spring Creek Utilities	<a href="mailto:eric.chittim@greatbasinwaterco.com">eric.chittim@greatbasinwaterco.com</a>
James Eason, GBWC Spring Creek Utilities	<a href="mailto:james.eason@greatbasinwaterco.com">james.eason@greatbasinwaterco.com</a>



Nevada Division of  
**WATER RESOURCES**

STATE OF NEVADA  
Department of Conservation and Natural Resources  
Steve Sisolak, *Governor*  
Jim Lawrence, *Acting Director*  
Adam Sullivan, P.E., *State Engineer*

August 22, 2022

Great Basin Water Company  
1005 Terminal Way, Suite 294  
Reno, NV 89502

**Re: APPLICATION(S) 91721T and 91721T**

To Whom It May Concern:

You are hereby advised that the above-mentioned application(s) are now ready to be presented to the State Engineer for final review. Before the final review can occur, the permit fees must be received by this office.

In accordance with NRS 533.435 please forward to this office, **within sixty (60) days** from the date of this letter, permit fees in the amount of **\$4,854.00\*** for your application(s). In accordance with NRS 353.1467 (effective July 1, 2008), all payments in excess of \$10,000 to a state agency must be made by electronic transfer. Payments received by a state agency that are in violation of NRS 353.1467, will be returned to the remitter and may be subject to late fees and/or penalties.

Please be advised that the applicant or their properly authorized agent is responsible for notifying the State Engineer's Office of any address change. When multiple addresses are used by the applicant or agent, the required legal notices will be sent to the latest address of record unless proper written notification from the applicant or agent directs otherwise.

In the event that this office does not receive the permit fees within **sixty (60) days** from this date, your application will be subject to denial.

If there are any questions regarding this notice, please contact our office at (775) 684-2800.

BA

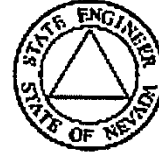
cc: Farr West Engineering (Email)  
Lumos and Associates/Reno (Email)

**\*91721T - \$540.00      \*91722T - \$4,644.00**





**Division of Water Resources  
Receipt for Payments**



Water Service Corporation  
500 W. Monroe St. Ste 3600  
Chicago IL 60661

Check #: 1202040  
Check Date: 10/13/2022  
Date Received: 10/14/2022  
Receipt #: 92235  
E-Pay Confirmation #: NA

FY	Amount	Permit #	Invoice #	Fee Type/Fee desc
2023	\$4,644.00	91722T		- Permit Fees
Total :		\$4,644.00	Notes	
ONLY PAID FOR PEMRIT 91722T \$4,644.00				

10/17/2022

1

STEVE SISOLAK  
Governor

STATE OF NEVADA

BRADLEY CROWELL  
Director

ADAM SULLIVAN, P.E.  
State Engineer



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES

901 South Stewart Street, Suite 2002  
Carson City, Nevada 89701-5250  
(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

October 8, 2021

Marc Rohus  
Great Basin Water Company  
1005 Terminal Way, Suite 294  
Reno, Nevada 89502

W-794

**RE:** Request for a waiver to determine the quality or quantity of water in a designated basin

Hydrographic Basin: 085 Spanish Springs Valley  
General Location: 9 miles NNE of Sparks, Nevada  
Number of Well(s): 1, Test Well 1A

Mr. Rohus:

This will acknowledge your waiver request received in the Office of the State Engineer on October 7, 2021. Pursuant to the Nevada Revised Statutes 534.050(2)(a) and 534.050(4) the Regulations for Water Well and Related Drilling, Nevada Administrative Code (NAC) 534.440, for good cause shown, authorization is herewith **granted** to use the well(s) as described in your waiver application. **This waiver expires on October 8, 2022.** Full compliance with the remainder of the statutes and regulations governing exploratory wells is required.

This waiver is not a water right permit and only allows for the drilling and pump testing at the location described above. No water may be pumped for beneficial use, until permit(s) are issued by the State Engineer. This waiver is being issued for water exploration and pump testing to determine water quality or quantity only as per Nevada Administrative Code 534.440.

**This waiver allows for well development and test pumping up to maximum of 72 hours.** Testing for longer periods may require a permit from the Nevada Division of Environmental Protection Water Pollution Control. Water diverted from this well(s) cannot be used for any purpose other than for aquifer testing purposes until the Division of Water Resources has approved a permit.

This exploration waiver allows you to drill multiple borings to find an acceptable water source. This office must be noticed in writing prior to each additional boring. Additional borings must be drilled within the same 40-acre subdivision listed above.

Great Basin Water Company

W-794

October 8, 2021

Page 2

All borings must be plugged pursuant to NAC 534.420 before proceeding to a new boring. The last boring must be plugged by the well driller in the same manner within 3 days after the completion of the aquifer tests for which the well was drilled, or be completed as a well pursuant to the provisions of NAC 534 before the drill rig is removed from the drill site. The wellhead must be secured at the surface and water may not be used from the well(s) until a permit to appropriate underground water is approved. If a permit to appropriate underground water is not approved at the location of the well(s) within 1 year after the date of completion of the well(s), the well(s) must be plugged.

When the final use of the well(s) is determined, the well(s) must be properly valved and shut in and the appropriate applications and application maps must be submitted to show the correct point of diversion, manner and place of use. If your application is cancelled, withdrawn, or denied, the authorization granted under this waiver will automatically be rescinded, and the well(s) must be plugged and abandoned per NAC 534.420. If the need for the well(s) exceeds the expiration date, you will need to notify this office and request an extension pursuant NAC 534.

Additional regulations to be waived in this waiver approval:

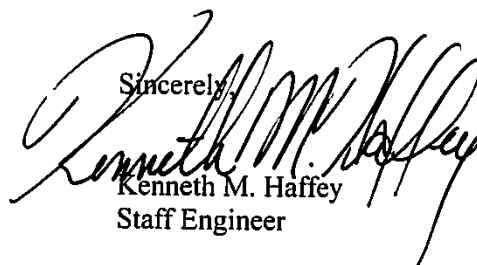
None.

Please reference the above waiver number in all correspondence regarding these well(s), including the Notice of Intent(s) and the Well Driller's Report(s).

This waiver does not grant or infer any rights of ingress or egress, nor any appropriation of water and shall not be deemed to result in the development of any equity.

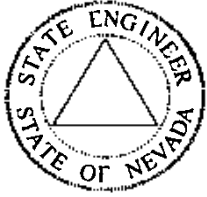
It is expressly understood that this authorization does not relieve the owner of the permitting requirements of any other state, federal or local agency.

If you have any questions, please feel free to contact me at [khaffey@water.nv.gov](mailto:khaffey@water.nv.gov), or by phone at 775-684-2800.

Sincerely,  
  
Kenneth M. Haffey  
Staff Engineer

KMH/aa

cc: Marc Rohus, Great Basin Water Company, e-mail, [Marc.Rohus@greatbasinwaterco.com](mailto:Marc.Rohus@greatbasinwaterco.com)



Nevada Division of  
**WATER RESOURCES**

**STATE OF NEVADA**  
**Department of Conservation and Natural Resources**  
Joe Lombardo, *Governor*  
James A. Settelmeyer, *Director*  
Adam Sullivan, P.E., *State Engineer*

December 13, 2023

Great Basin Water Company  
1005 Terminal Way Ste. 294  
Reno, NV 89502

Re: **93164T**

To whom it may concern:

Application Number **93164T** for permission to appropriate water was filed in the Division of Water Resources on **December 8, 2023**, in the name of **Great Basin Water Company** by **Facque Consulting, LLC** as agent. The **\$180.00 application fee** was received.

Please be advised that, in addition to the correspondence and notices sent to you from the Division of Water Resources relative to these water filings, a copy will be forwarded to **Facque Consulting, LLC** as agent unless we are otherwise instructed by you as the owner of record.

Please be advised that the applicant is responsible for notifying the State Engineer's Office of any address change. Furthermore, when multiple addresses are used by the applicant or agent, the required legal notices will be sent to the latest address of record and not to earlier addresses unless proper written notification from the applicant or agent directs otherwise.

Changes of address forms are located on our website at <http://water.nv.gov/forms>. If there are any questions regarding this notice please contact our office at 775-684-2800.

Is

cc: Facque Consulting, LLC, E-mail



Permit No. 91722T

**TEMPORARY  
THE STATE OF NEVADA**

**PERMIT TO CHANGE THE PUBLIC WATERS OF THE  
STATE OF NEVADA HERETOFORE APPROPRIATED**

**Name of Permittee:** GREAT BASIN WATER COMPANY  
**Source:** UNDERGROUND  
**Basin:** DIXIE CREEK-TENMILE CREEK AREA  
**Manner of Use:** MUNICIPAL  
**Period of Use:** JANUARY 1ST TO DECEMBER 31ST  
**Priority Date:** 12/09/1976

\*\*\*\*\*

**APPROVAL OF STATE ENGINEER**

This is to certify that I have examined the foregoing application, and do hereby grant the same, subject to the following limitations and conditions:

This temporary permit, to change the point of diversion of the waters of an underground source as heretofore granted under Permit 79834, is issued subject to the terms and conditions imposed in said permit and with the understanding that no other rights on the source will be affected by the change proposed herein. This permit must allow for a reasonable lowering of the static water level at the point of diversion by later appropriations. The well shall be equipped with an opening for measuring depth to water that meets the requirements of NAC 534.430. If the well is flowing, a valve must be installed and maintained to prevent waste. A totalizing meter must be installed and maintained in the discharge pipeline near the point of diversion and accurate measurements of water placed to beneficial use must be kept. The totalizing meter must be installed before any use of water begins. The State retains the right to regulate the use of the water under this proposed change at any and all times.

This source is located within an area designated by the State Engineer pursuant to NRS 534.030.

The total combined duty of water under Permits 36142 and 45913, Permit 45914, Certificate 13465; Permit 45915, Permit 45916, Certificate 13135; Permit 45917, Certificate 14572; Permit 45918, Certificate 13466; Permits 45919, 45920, 45921, 45923, 57873, not 60578, Permit 61330, Certificate 14776; Permits 61331, 65385, 73445, 74597, 79834, and 91722T shall not exceed 7,103.27 acre-feet annually.

Permit 91722T is issued with the express requirement that any additional temporary or permanent application at or near this permit's point of diversion will require a hydrologic study, monitoring plan, and/or a conflict avoidance plan approved by the State Engineer prior to its consideration.

A monthly report shall be submitted to the State Engineer within 7 days from the end of each month that shall include the amount of water pumped from this well.

This temporary permit is issued pursuant to the provisions of NRS 533.345 Section 2 and will expire 1 year after the approval of the permit at which time all rights herein granted shall revert to the right being changed by this temporary permit.

(Continued on Page 2)

Permit No. 91722T

This temporary permit does not extend the permittee the right of ingress and egress on public, private, or corporate lands.

The issuance of this temporary permit does not waive the requirements that the permit holder obtain other permits from State, Federal, and local agencies.

Use of water under this temporary permit does not constitute beneficial use under the base right permit.

The point of diversion and place of use are as described on the submitted application to support this permit.

The amount of water to be appropriated shall be limited to the amount that can be placed to beneficial use **and shall neither exceed a diversion rate of 2.0 cubic feet per second nor exceed an annual duty of 1,447.94 acre-feet.**

Work must be prosecuted with reasonable diligence and proof of completion of work shall be filed on or before:

N/A

Water must be placed to beneficial use and proof of the application of water to beneficial use shall be filed on or before:

N/A

Map in support of proof of beneficial use shall be filed on or before:

N/A

IN TESTIMONY WHEREOF, I, ADAM SULLIVAN, P.E.,

State Engineer of Nevada, have hereunto set my hand and the seal of my office, this 27<sup>th</sup> day of **January, 2023**

  
\_\_\_\_\_  
State Engineer

TEMPORARY Application No. 91722 **T**

**APPLICATION FOR PERMISSION TO CHANGE POINT OF DIVERSION, MANNER OF USE AND PLACE OF USE OF THE PUBLIC WATERS OF THE STATE OF NEVADA HERETOFORE APPROPRIATED**

THIS SPACE FOR OFFICE USE ONLY

Date of filing in State Engineer's Office APR 12 2022

Returned to applicant for correction \_\_\_\_\_

Corrected application filed \_\_\_\_\_ Map filed APR 12 2022

The applicant Great Basin Water Company  
1005 Terminal Way, Suite 294 of Reno  
Street Address or PO Box City or Town  
Nevada 89502 James.Eason@greatbasinwaterco.com  
State and ZIP Code E-mail Address

hereby make(s) application for permission to change the  
 Point of diversion       Place of use       Manner of use       of a section

of water heretofore appropriated under (Identify existing rights by Permit, Certificate, Proof or Claim Nos. If Decreed, give title of Decree and identify right in Decree.)

Permit No. 79834

RECEIVED  
 APR 12 PM 1:58  
 STATE ENGINEER'S OFFICE

- The source of water is Underground  
Name of stream, lake, underground, spring or other sources
- The amount of water to be changed 2.0 CFS AND 1447.94 AFA  
Give diversion rate in cubic feet per second (CFS) AND duty in acre-feet annually (AFA).
- The water to be used for Municipal purposes  
Irrigation, power, mining, commercial, etc. If for stock, state number and kind of animals. Must limit to one major use
- The water heretofore used for Municipal purposes  
If for stock, state number and kind of animals.
- The water is to be diverted at the following point (Describe as being within a 40-acre subdivision of public survey and by course and distance to a found section corner. If on unsurveyed land, it should be stated.)  
in the SW 1/4 NE 1/4 Section 31, T. 33 N., R. 57 E., M.D.B & M., or at a point from which the NW corner of said Section 31 bears N. 56° 37' 18" W., 3,375' distant. Please see plat provided with this Application.
- The existing point of diversion is located within (If point of diversion is not changed, do not answer.)  
the NE 1/4 NE 1/4 Section 19, T. 33 N., R. 57 E., M.D.B & M., or at a point from which the NE corner of said Section 19 bears N. 21° 33' 26" E., 799' distant. Please see map filed in support of Application No. 79834.  
11' 20'

4-48  
 32

91722 T

7. Proposed place of use (Describe by legal subdivisions. If for irrigation, state number of acres to be irrigated.)  
Please see attachment and map filed in support of Application No. 79834.

8. Existing place of use (Describe by legal subdivisions. If changing place of use and/or manner of use of irrigation permit, describe acreage to be removed from irrigation.)  
Place of use is unchanged

9. Proposed use will be from January 1 to December 31 of each year.  
Month and Day Month and Day

10. Existing use permitted from January 1 to December 31 of each year.  
Month and Day Month and Day

11. Description of proposed works. (Under the provision of NRS 535.010 you may be required to submit plans and specifications of your diversion or storage works.) (State manner in which water is to be diverted, i.e., diversion structure, ditches, pipes and flumes or drilled well, pump and motor, etc.)  
Drilled and cased well with pump, motor, totalizing meter and distribution system to place of use.

12. Estimated cost of works \$2,000,000.00

13. Estimated time required to construct works Two (2) years  
If well completed, describe well.

14. Estimated time required to complete the application of water to beneficial use Five (5) years

15. Provide a detailed description of the proposed project and its water usage (use attachments if necessary): (Failure to provide a detailed description may cause a delay in processing.)  
Permittee requires a new supply well and has been engaged in locating a suitable location for a number of years. This site has, so far, proven to be reasonable source. Permittee intends to install, develop and stress a well to finalize future potential use parameters.

16. Miscellaneous remarks:

RECEIVED  
2022 APR 12 PM 1:55  
STATE ENGINEERS OFFICE

cfacque@farrwestengineering.com  
E-mail Address  
  
\_\_\_\_\_  
Phone No. Ext.

Chris N. Facque  
[Signature] Type or print name clearly  
Signature, applicant or agent  
Farr West Engineering  
Company Name  
5510 Longley Lane  
Street Address or PO Box  
Reno, Nevada 89511  
City, State, ZIP Code

APPLICATION MUST BE SIGNED  
BY THE APPLICANT OR AGENT

Revised 06/17 \$180 FILING FEE AND SUPPORTING MAP MUST ACCOMPANY APPLICATION



---

**FACQUE**  
CONSULTING

December 8, 2023

Adam Sullivan, P.E.  
Nevada State Engineer  
901 S. Stewart Street, Second Floor  
Carson City, Nevada 89701

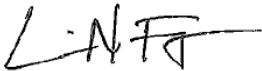
Dear Adam:

Include with this letter is the following submittal(s), filed on behalf of Great Basin Water Company:

- Temporary Application to change Permit No. 79834 with attachments
- Check for filing fees in the amount of \$180.

If you have any questions or concerns please don't hesitate to contact me.

Sincerely,



Chris N. Facque  
Water Right Specialist

CC: James Eason (Email)  
Sean Twomey (Email)  
Christal Behrends (Email)  
Sean Ashcraft (Email)

POST OFFICE BOX 677, FERNLEY, NEVADA 89408  
T (775) 225-1337

**APPLICATION FOR PERMISSION TO CHANGE POINT OF DIVERSION, MANNER OF USE AND PLACE OF USE OF THE PUBLIC WATERS OF THE STATE OF NEVADA HERETOFORE APPROPRIATED**

THIS SPACE FOR OFFICE USE ONLY  
Date of filing in State Engineer's Office \_\_\_\_\_  
Returned to applicant for correction \_\_\_\_\_  
Corrected application filed \_\_\_\_\_ Map filed \_\_\_\_\_

The applicant Great Basin Water Company  
1005 Terminal Way, Suite 294 of Reno  
Street Address or PO Box City or Town  
Nevada 89502 James.Eason@greatbasinwaterco.com  
State and ZIP Code E-mail Address

hereby make(s) application for permission to change the  
 Point of diversion  Place of use  Manner of use  of a portion  
of water heretofore appropriated under (Identify existing rights by Permit, Certificate, Proof or Claim Nos. If Decreed, give title of Decree and identify right in Decree.)  
Permit No. 79834

1. The source of water is Underground  
Name of stream, lake, underground, spring or other sources.

2. The amount of water to be changed 2.0 CFS AND 1447.94 AFA  
Give diversion rate in cubic feet per second (CFS) AND duty in acre-feet annually (AFA).

3. The water to be used for Municipal purposes  
Irrigation, power, mining, commercial, etc. If for stock, state number and kind of animals. Must limit to one major use

4. The water heretofore used for Municipal purposes  
If for stock, state number and kind of animals.

5. The water is to be diverted at the following point (Describe as being within a 40-acre subdivision of public survey and by course and distance to a found section corner. If on unsurveyed land, it should be stated.)  
in the SW¼ NE¼ Section 31, T. 33 N., R. 57 E., M.D.B &M., or at a point from which the NW corner of said Section 31 bears N. 56° 37' 18" W., 3,375' distant. Please see plat provided with this Application.

6. The existing point of diversion is located within (If point of diversion is not changed, do not answer.)  
the NE¼ NE¼ Section 19, T. 33 N., R. 57 E., M.D.B &M., or at a point from which the NE corner of said Section 19 bears N. 11° 20' E., 799' distant. Please see map filed in support of Application No. 79834.

2024  
11 5 15

9316457

7. Proposed place of use (Describe by legal subdivisions. If for irrigation, state number of acres to be irrigated.)  
Please see attachment and map filed in support of Application No. 79834.

8. Existing place of use (Describe by legal subdivisions. If changing place of use and/or manner of use of irrigation permit, describe acreage to be removed from irrigation.)  
Place of use is unchanged

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Month and Day Month and Day

10. Existing use permitted from January 1 to December 31 of each year.  
Month and Day Month and Day

11. Description of proposed works. (Under the provision of NRS 535.010 you may be required to submit plans and specifications of your diversion or storage works.) (State manner in which water is to be diverted, i.e., diversion structure, ditches, pipes and flumes or drilled well, pump and motor, etc.)  
Drilled and cased well with pump, motor, totalizing meter and distribution system to place of use.

12. Estimated cost of works \$2,000,000.00

13. Estimated time required to construct works One (1) Year

If well completed, describe well.

14. Estimated time required to complete the application of water to beneficial use Temp Application

15. Provide a detailed description of the proposed project and its water usage (use attachments if necessary): (Failure to provide a detailed description may cause a delay in processing.)  
Permittee requires a new supply well and has been engaged in locating a suitable location for a number of years. This site has, so far, proven to be reasonable source. Permittee intends to install, develop and stress a well to finalize future potential use parameters. This application seeks to replace Permit No. 91722-T to allow for well development, pump testing and data collection to support the new production well.

16. Miscellaneous remarks:  
Refer to Application No. 91722-T for additional information.

chris@facqueconsulting.com  
E-mail Address  
(775) 225-1337  
Phone No. Ext.

APPLICATION MUST BE SIGNED  
BY THE APPLICANT OR AGENT

Chris N. Facque  
Type or print name clearly  
[Signature]  
Signature, applicant or agent  
Facque Consulting, LLC  
Company Name  
P.O. Box 677  
Street Address or PO Box  
Fernley, Nevada 89408  
City, State, ZIP Code

Revised 06/17 \$180 FILING FEE AND SUPPORTING MAP MUST ACCOMPANY APPLICATION

Item # 7 Proposed Place of Use

SPRING CREEK UTILITIES COPORATION  
SERVICE AREA & PLACE OF USE

<u>T. 34 N.</u>	<u>R. 56 E.</u>	<u>M.D.M.</u>	<u>Acres</u>
Section 21	All		640
Section 22	W $\frac{1}{2}$		320
Section 27	All		640
Section 28	All		640
Section 29	SE $\frac{1}{4}$ NE $\frac{1}{4}$		40
Section 33	All		640
Section 34	NW $\frac{1}{4}$		160
<hr/>			
<u>T. 33 N.</u>	<u>R. 56 E.</u>	<u>M.D.M.</u>	<u>Acres</u>
Section 3	NW $\frac{1}{4}$ NW $\frac{1}{4}$		40
Section 4	NE $\frac{1}{4}$ NE $\frac{1}{4}$		40
Section 12	S $\frac{1}{2}$ S $\frac{1}{2}$		160
Section 13	All		640
Section 14	S $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; Portions of SE $\frac{1}{4}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ SE $\frac{1}{4}$ being within Parcels 3 & 4 of a Parcel Map for Warren & Gloria Garrison, file #148795 & within Lot 1, Block 1, Tract 301		145
Section 15	W $\frac{1}{2}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$		400
Section 22	All, except NE $\frac{1}{4}$ NE $\frac{1}{4}$		600
Section 23	N $\frac{1}{2}$		320
Section 24	All		640
Section 25	All		640
<hr/>			
<u>T. 33 N.</u>	<u>R. 57 E.</u>	<u>M.D.M.</u>	<u>Acres</u>
Section 7	S $\frac{1}{2}$		320
Section 8	S $\frac{1}{2}$		320
Section 9	W $\frac{1}{2}$ SW $\frac{1}{2}$		80
Section 10	SW $\frac{1}{4}$		160
Section 15	All		640
Section 16	All		640
Section 17	All		640
Section 18	All		640
Section 19	All		640
Section 20	W $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$		340
Section 21	S $\frac{1}{2}$ SW $\frac{1}{4}$		80
Section 27	All		640
Section 28	All		640
Section 29	All		640
Section 30	E $\frac{1}{2}$		320
Section 31	NE $\frac{1}{4}$		160
Section 32	N $\frac{1}{2}$ , SE $\frac{1}{4}$		480
Section 33	All		640
Section 34	All		640
<hr/>			
<u>T. 32 N.</u>	<u>R. 57 E.</u>	<u>M.D.M.</u>	<u>Acres</u>
Section 3	NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 4)		40
Section 4	N $\frac{1}{2}$ N $\frac{1}{2}$		160
Total - - - - -			15,580

RECEIVED  
 200MAY 12 AM 11:40  
 STATE ENGINEERS OFFICE

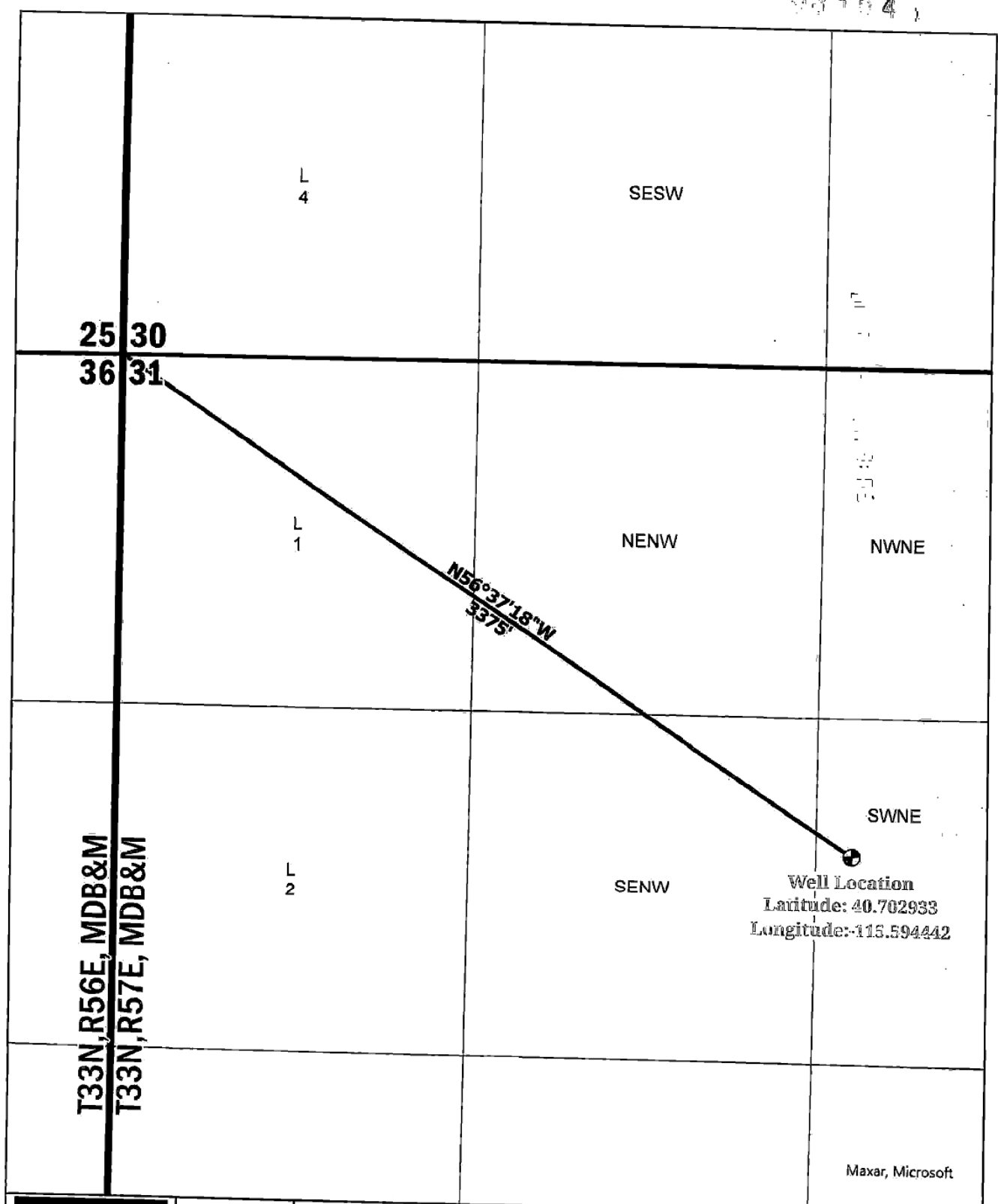
Item # 8 Existing place of use

SPRING CREEK UTILITIES CORPORATION

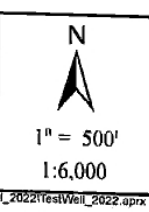
SERVICE AREA & PLACE OF USE

T.34N.	R.56E.	MDM	Acres
Section 21	A11		640
Section 22	W $\frac{1}{2}$		320
Section 27	A11		640
Section 28	A11		640
Section 29	SE $\frac{1}{2}$ NE $\frac{1}{2}$		40
Section 33	A11		640
Section 34	NW $\frac{1}{4}$		160
T.33N.	R.56E.	MDM	Acres
Section 3	NW $\frac{1}{4}$ NW $\frac{1}{4}$		40
Section 4	NE $\frac{1}{2}$ NE $\frac{1}{4}$		40
Section 12	S $\frac{1}{2}$ S $\frac{1}{2}$		160
Section 13	A11		640
Section 14	S $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{2}$ SW $\frac{1}{4}$		120
Section 15	W $\frac{1}{2}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$		400
Section 22	A11; except NE $\frac{1}{2}$ NE $\frac{1}{4}$		600
Section 23	N $\frac{1}{2}$		320
Section 24	A11		640
Section 25	A11		640
T.33N.	R.57E.	MDM	Acres
Section 7	S $\frac{1}{2}$		320
Section 8	S $\frac{1}{2}$		320
Section 9	W $\frac{1}{2}$ SW $\frac{1}{4}$		80
Section 10	SW $\frac{1}{4}$		160
Section 15	A11		640
Section 16	A11		640
Section 17	A11		640
Section 18	A11		640
Section 19	A11		640
Section 20	W $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ .		340
Section 21	S $\frac{1}{2}$ SW $\frac{1}{4}$		80
Section 27	A11		640
Section 28	A11		640
Section 29	A11		640
Section 30	E $\frac{1}{2}$		320
Section 31	NE $\frac{1}{4}$		160
Section 32	N $\frac{1}{2}$ , SE $\frac{1}{4}$		480
Section 33	A11		640
Section 34	A11		640
T.32N.	R.57E.	MDM	Acres
Section 3	NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 4)		40
Section 4	N $\frac{1}{2}$ N $\frac{1}{2}$		160

RECEIVED  
 JUNE 12 AM 11:41  
 STATE ENGINEERS OFFICE



**FARR WEST**  
**ENGINEERING**  
 5510 LONGLEY LANE  
 RENO, NV 89511  
 PHONE: (775) 851-4788  
 FAX: (775) 881-0766



GREAT BASIN WATER COMPANY  
 PROPOSED POINT OF DIVERSION AND PLACE OF USE  
 Located in the SW ¼ NE ¼  
 Section 31 in T33N R57E, M.D.B & M.  
 ELKO COUNTY NEVADA

Client:WaterRights\SpringCreek\TestWell\_2022\TestWell\_2022.aprx - GreatBasinWater\_SCTestWell - Editor: fbaker, Printed: 2/10/2022

**SPRING CREEK ASSOCIATION**

401 Fairway Blvd.  
Spring Creek, NV 89815  
Ph. (775) 753-6295 Fax: (775) 753-9539

027-1100

**Fence/Wall Permit Application- \$45 Fee**

Property Owner Name: Great Basin Water Property Owner Daytime Ph. #: 775-33-001

TRACT 402 BLOCK 001 LOT 001 ZONING AR Property Address: 20000 7th St

Total Acreage: \_\_\_\_\_ Email Address: Eric@gbwc.com GBWC CO. U

Style and Material of Fence: 6' Chainlink with 3 Barb wire Fence Height: 6' + 3" .5'

Fence Length: 200' Is there an existing fence at the proposed property? Y

Any other fences planned for the future? NO

If you are not erecting the fence yourself who will be erecting?

Fence Erector: TRO Fence Erector Phone #: \_\_\_\_\_

Fence Erector Email: \_\_\_\_\_

**Application Requirements**

1. Completed Application Form
2. Two (2) copies of a plot plan showing:
  - All property lines and easements
  - All existing buildings and structures
  - Location and dimensions of existing fence & material, if applicable
  - Location and dimensions of proposed fence & material
  - Location of gate, if applicable
3. Drawing of what the fence will look like
4. Pictures of property from all angles.

**FENCE PERMIT CONDITIONS:** Please initial each condition after you have read, understand, and accept the condition.

- I have read and understand the Spring Creek Declaration of Reservations (DOR's). (Available [www.springcreeknv.org](http://www.springcreeknv.org))
- I have read and understand the current COA Rules and Regulations (R&Rs are updated regularly). (Available at [www.springcreeknv.org](http://www.springcreeknv.org))
- I understand there is a noise provision which would not allow any construction to commence before 7:00 am or after 10:00 pm daily. This included inside and outside construction.
- No fence shall be installed or encroach upon the public right-of-way or utility easements. In most cases, the location of the property line is NOT the edge of the road. The width of the right-of-way varies, and it is the applicant's responsibility for ascertaining true and correct locations of all property rights-of-way and easement lines. If encroachments on land other than that owned by the property owner are discovered after installation, the property owner may be required to remove the fence at their own expense.
- I will call the office at 775-753-6295 to schedule a review when finished.
- The Fence Permit Expires 180 days from the date approved.

I hereby affirm that the information in this application is true to the best of my knowledge.

Property Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

401 Fairway Blvd  
Spring Creek, Nevada 89815  
Phone: (775) 753-6295  
Fax: (775) 753-9539  
E-mail: coa@springcreeknv.org

**APPLICATION FOR**

Property Owner: Gene In JT

RE: Tract 402 Block 001 Lot 0101 Physical address:

Please accept this as a formal application for a variance and deviation from those certain restrictions imposed by the Recorded Declaration of Reservations or COA Rules & Regulations for the above referenced real property.

I (we) request a variance which may constitute a technical violation(s) of said Recorded Declaration of Reservations or COA Rules & Regulations in the following particulars;

Wire fence on lot B  
or to provide water at  
the top of the bank

NOTE: Please list all specific details of your requested variance, as the Committee's findings and decisions will be based on, and subject solely to the above information. (Attach additional sheets if necessary.)

S \_\_\_\_\_ Creek Property Owner Dated this \_\_\_\_\_ day of \_\_\_\_\_

FEE: \$400.00 Date Paid: 4.30.24 Receipt # 916039  
(Fee is non-refundable)

Approved On: 5/24/24 By: \_\_\_\_\_ C.O.A. Representative

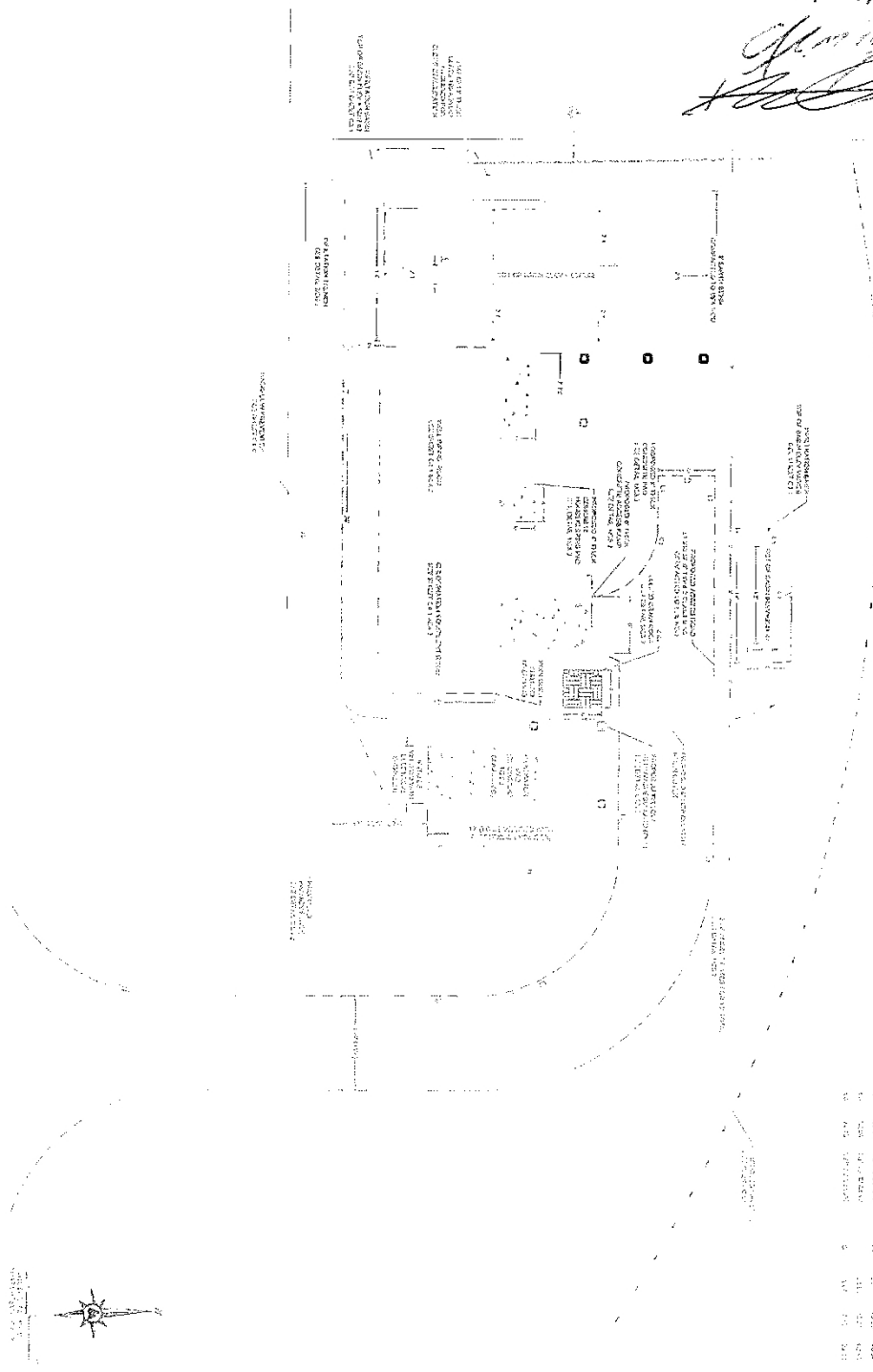
By: \_\_\_\_\_ Authorized C.O.A. Representative

Denied On: \_\_\_\_\_ By: \_\_\_\_\_ Authorized C.O.A. Representative

By: \_\_\_\_\_ Authorized C.O.A. Representative



5/24/24  
*[Handwritten Signature]*



**LINE TABLE**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	5/24/24
2	REVISED PER PERMIT COMMENTS	5/24/24
3	REVISED PER PERMIT COMMENTS	5/24/24
4	REVISED PER PERMIT COMMENTS	5/24/24
5	REVISED PER PERMIT COMMENTS	5/24/24

**CURVE TABLE**

NO.	START STATION	END STATION	ANGLE	RADIUS
1	0+00	0+15	90	15
2	0+15	0+30	90	15
3	0+30	0+45	90	15
4	0+45	0+60	90	15
5	0+60	0+75	90	15

**SPRING CREEK WELL # REPLACEMENT**

**SITE PLAN**

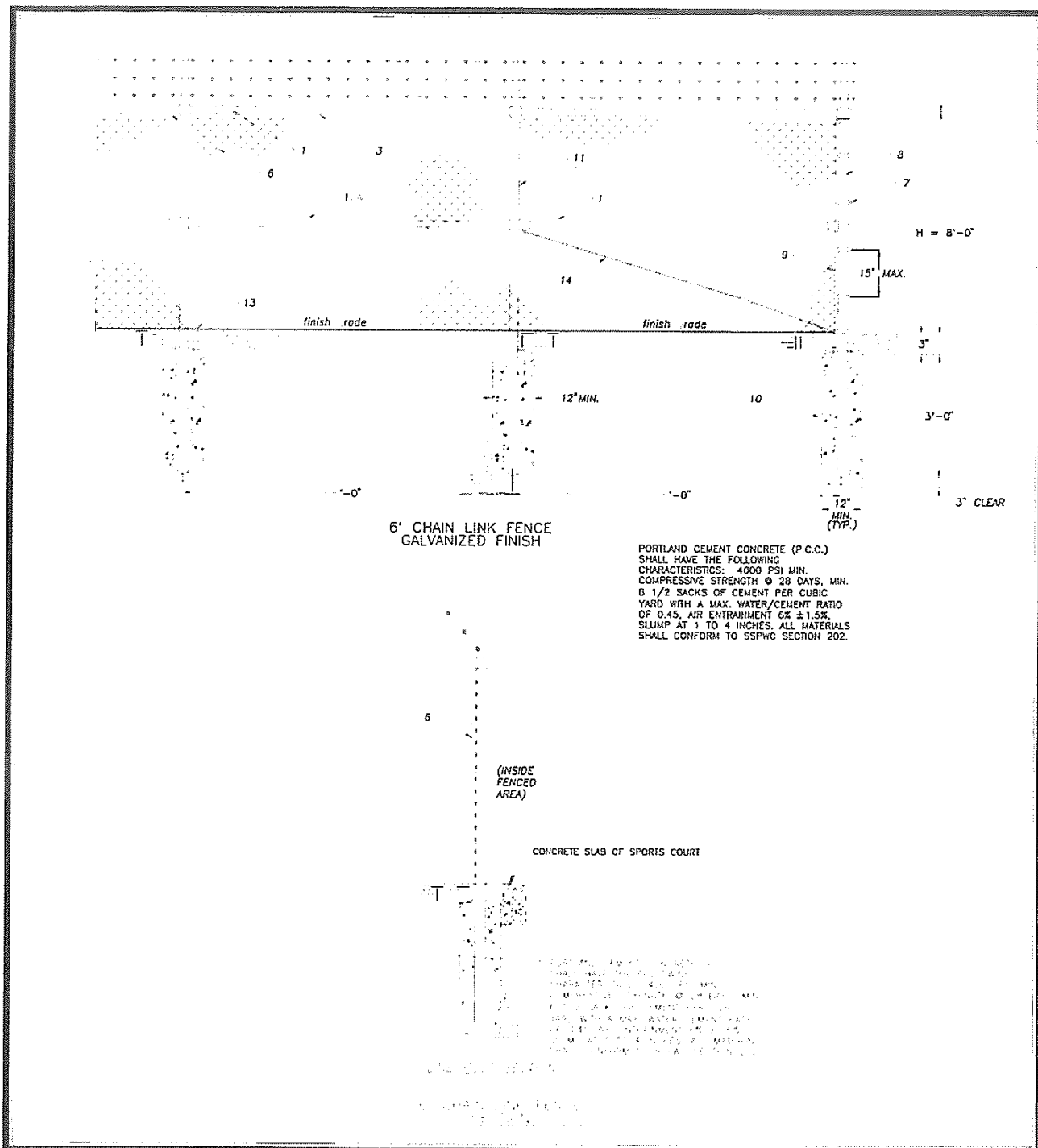
PERMIT SET

DATE: 5/24/24

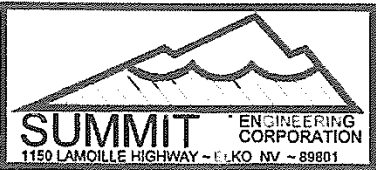
SCALE: 1" = 100'

**C3.0**

**LUMOS ASSOCIATES**



SECURITY FENCE PROJECT  
 GREAT BASIN WATER  
 FENCE PLAN



SHEET  
 2  
 OF  
 2



401 Fairway Blvd  
 Spring Creek, Nevada 89815  
 Phone: (775) 753-6295  
 Fax: (775) 753-9539  
 E-mail: coa@springcreeknv.org

**APPLICATION FOR VARIANCE**

Property Owner: Robert Peter Winter Lot 2 Spring Creek Pkwy  
 RE: Tract 101 Block 003 Lot X Physical address: multiple Address (see attached)

Please accept this as a formal application for a variance and deviation from those certain restrictions imposed by the Recorded Declaration of Reservations or COA Rules & Regulations for the above referenced real property.

I (we) request a variance which may constitute a technical violation(s) of said Recorded Declaration of Reservations or COA Rules & Regulations in the following particulars:

Fence Height to extend approx 6 to 7 1/2' max to allow  
3' max Barbed or Required by PUCM and State law  
for Domestic Water Facilities.  
also to allow Barbed wire for the 3' max in top  
of the fence

NOTE: Please list all specific details of your requested variance, as the Committee's findings and decisions will be based on, and subject solely to the above information. (Attach additional sheets if necessary.)

[Signature] Dated this 11/10 day of November  
 Spring Creek Property Owner

FEE: \$400.00 Date Paid: 11.14.23 Receipt # 058030  
 (Fee is non-refundable)

Approved On: 12/14/23 By: [Signature] C.O.A. Representative  
 By: Bonnie Bawcom Authorized C.O.A. Representative  
 Denied On: By: \_\_\_\_\_ Authorized C.O.A. Representative  
 By: \_\_\_\_\_ Authorized C.O.A. Representative



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 Spring Creek, Nevada 89815  
 Phone: (775) 753-6295  
 Fax: (775) 753-9539  
 E-mail: coa@springcreeknv.org

**APPLICATION FOR VARIANCE**

Property Owner: Great Basin Water Co 113 Flora Ct.  
 RE: Tract 1016B Block 008 Lot X Physical address: Multiple Address (See attached)

Please accept this as a formal application for a variance and deviation from those certain restrictions imposed by the Recorded Declaration of Reservations or COA Rules & Regulations for the above referenced real property.

I (we) request a variance which may constitute a technical violation(s) of said Recorded Declaration of Reservations or COA Rules & Regulations in the following particulars:

Fence Height to extend from 6' to 7.5' max to allow  
3 wire Barbed as required by PUCN and State law  
for Domestic Water facilities.  
also to allow Barbed wire for the 3 wire on top  
of the fence

NOTE: Please list all specific details of your requested variance, as the Committee's findings and decisions will be based on, and subject solely to the above information. (Attach additional sheets if necessary.)

[Signature] Dated this 11/13 day of November,  
 Spring Creek Property Owner

FEE: \$400.00 Date Paid: 11/14/23 Receipt # 658030  
 (Fee is non-refundable)

Approved On: 12/14/23 By: [Signature] Authorized C.O.A. Representative  
 By: Bonnie Bawcom Authorized C.O.A. Representative  
 Denied On: By: Authorized C.O.A. Representative  
 By: Authorized C.O.A. Representative



401 Fairway Blvd  
Spring Creek, Nevada 89815  
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Fax: (775) 753-9539  
E-mail: coa@springcreeknv.org

**APPLICATION FOR VARIANCE**

Property Owner: Great Basin Water Co / Spring Creek Association  
670 Branco Dr  
RE: Tract 403 Block X Lot X Physical address: multiple Address (See 5/7/2023)

Please accept this as a formal application for a variance and deviation from those certain restrictions imposed by the Recorded Declaration of Reservations or COA Rules & Regulations for the above referenced real property.

I (we) request a variance which may constitute a technical violation(s) of said Recorded Declaration of Reservations or COA Rules & Regulations in the following particulars;

Fence Height to extend approx 6' to 7.5' max to allow  
3 wire Barbed as Required By PUCN and State Law  
for Domestic Water Facilities  
also to allow Barbed wire for the 3 wire in the  
of the fence

NOTE: Please list all specific details of your requested variance, as the Committee's findings and decisions will be based on, and subject solely to the above information. (Attach additional sheets if necessary.)

[Signature] Dated this 11/14 day of November  
Spring Creek Property Owner

FEE: \$400.00 Date Paid: 11.14.23 Receipt # 058030  
(Fee is non-refundable)

Approved On: 12/14/23  
By: [Signature]  
Authorized C.O.A. Representative  
By: Bonnie Bawcom  
Authorized C.O.A. Representative  
Denied On: \_\_\_\_\_  
By: \_\_\_\_\_  
Authorized C.O.A. Representative  
By: \_\_\_\_\_  
Authorized C.O.A. Representative



401 Fairway Blvd  
 Spring Creek, Nevada 89815  
 Phone: (775) 753-6295  
 Fax: (775) 753-9539  
 E-mail: coa@springcreeknv.org

**APPLICATION OR VARIANCE**

Property Owner: Great Basin Water Co 391 Blackeland Dr.  
 RE: Tract 103 Block 003 Lot 033 Physical address: multiple Address (See attached)

Please accept this as a formal application for a variance and deviation from those certain restrictions imposed by the Recorded Declaration of Reservations or COA Rules & Regulations for the above referenced real property.

I (we) request a variance which may constitute a technical violation(s) of said Recorded Declaration of Reservations or COA Rules & Regulations in the following particulars:

Fence Height to extend approx 6' to 7'5" max to allow  
3 wire Barbed as Required by PUCN and State law  
for Domestic Water Facilities  
also to allow Barbed wire for the 3 wire on top  
of the fence

NOTE: Please list all specific details of your requested variance, as the Committee's findings and decisions will be based on, and subject solely to the above information. (Attach additional sheets if necessary.)

[Signature] Dated this 11/13 day of November,  
 Spring Creek Property Owner

FEE: \$400.00 Date Paid: 11/13/23 Receipt # 058030  
 (Fee is non-refundable)

Approved On: 12/14/23 By: [Signature] Authorized C.O.A. Representative  
 By: Bonnie Bawcom Authorized C.O.A. Representative  
 Denied On: \_\_\_\_\_ By: \_\_\_\_\_ Authorized C.O.A. Representative  
 By: \_\_\_\_\_ Authorized C.O.A. Representative

**Attachment JTE-5 to Exhibit \_\_\_\_\_**

**Attachment JTE-5 to Exhibit \_\_\_\_\_**

Engineering Items S

Task	Contractor	Status	Comments	% Work Complete
Engineering/Site Location/Test Well Site 1	Lumos	Executed/Completed	Complete/NDEP Approved	100%
Engineering/Site Location/Test Well Site 2	Lumos	Executed/Completed	Complete/NDEP Approved	100%
Engineering Well Design	Lumos	Executed/Completed	Complete/NDEP Approved	100%
Engineering Test Hole Water Quality Analysis	BESST	Executed/Completed	Complete	100%
Engineering Well Development	Lumos	Executed/In Progress	Oversight/project close out	95%
Engineering Site Development	Lumos	Executed/In Progress	Oversight/project close out	90%
Engineering Site Development Oversight	Summit	Executed/In Progress	Oversight/project close out	80%
Engineering NV Energy/LEA	Lumos	Executed/Completed	Electrical LEA	100%
Water Rights Transfer Temp	FarrWest	Executed/Completed	NDWR Approved	100%
Water Rights Transfer Perm	Faque Conslt	Executed/In Progress	NDWR Pending Approval	75%

Construction Items

Task	Contractor	Status	Comments	% Complete
Drilling Test Hole #1	Hydro	Executed/Completed	Complete/NDWR Approved	100%
Drilling Test Hole #2	Stonehouse	Executed/Completed	Complete/NDWR Approved	100%
Drilling Test Hole	Stonehouse	Executed/Completed	Complete/NDWR Approved	100%
Drilling Test Well/Production Well	Stonehouse	Executed/Completed	Complete/NDWR Approved	100%
Well development	Carson Pump	Executed/Completed	Complete	100%
NV Energy Line Extension Construction	FRC	Executed/Completed	Complete/NVEnergy Accepted	100%
Well Site Development	FRC	Executed/In Progress	NDEP/Elko County & SCA Approved	80%
Generator Procurement	GBWC	Executed/Completed	Complete	100%

Well Site Development Subs (General Contractor: FRC)

Task	Contractor	Status	Comments	% Complete
Onsite Electrical/SCADA	I&E	Executed/In Progress	Material Delay (480/600v Panel)	60%
Building	Tuff Shed/FRC	Executed/In Progress	On Schedule	60%
Installation of Pitless Adaptor	Stonehouse	Executed/In Progress	On Schedule	90%
Pumping Equipment	Stonehouse	Executed/In Progress	Possible Delay Due to Panel Delay	0%
Generator Installation	I&E	Executed/In Progress	Possible Delay Due to Panel Delay	0%
Concrete Work	High Mark	Executed/In Progress	On Schedule	99%



# **Attachment JTE-6 to Exhibit \_\_\_\_\_**

## **Attachment JTE-6 to Exhibit \_\_\_\_\_**

	Actual 10/31/2024	Forecast				Forecast 3/31/2025	Project Cost by Category			
		11/30/2024	12/31/2024	1/31/2025	2/28/2025		3/31/2025	3/31/2025	3/31/2025	3/31/2025
Engineering	374,837	3,996	8,000	8,000	8,000	17,000	419,833			
Construction/Misc	1,663,472	241,909	500,000	500,000	150,000	2,555,381				
Captive	55,677	1,500	1,500	1,500	1,500	63,177				
	<u>2,093,986</u>	<u>247,405</u>	<u>509,500</u>	<u>9,500</u>	<u>168,500</u>	<u>3,038,391</u>				
Cumulative		2,341,391	2,850,891	2,860,391	2,869,891	3,038,391				
<b>Mo. IDC @ 0.00594</b>	279,838	13,908	16,934	16,991	17,047	18,048	362,766			
							<u><u>3,401,157</u></u>			

Captive	63,177
Construction	2,555,381
Design/Permit	419,833
IDC	362,766
	<u><u>3,401,157</u></u>

(Multiple Items)

Accounting Period	Sum of Burdened Cost in Provider Ledger Currency
<b>Row Labels</b>	
Captive	55,676.90
Construction - Projects	1,830.00
Engineering	356,124.39
Engineering - Projects	18,712.56
Equipment	391,025.63
Equipment - Projects	201,328.20
Interest During Construction	279,837.81
Labor/Installation - Projects	1,069,251.35
Material - Projects	36.95
<b>Grand Total</b>	<b>2,373,823.79</b>

Nov-24

Accounting Period	Sum of Burdened Cost in Provider Ledger Currency
<b>Row Labels</b>	
Engineering	303.00
Engineering - Projects	3,693.10
Labor/Installation - Projects	61,909.12
<b>Grand Total</b>	<b>65,905.22</b>



226906	201601	Needs-SDC Well 6 REPLACEMENT	Capital Project W/P	Cape	2020-301000 Yr-Visit	2020-09-27	6	100%	James Eason	Working with N	591.90	1	Outside	Time Card	CapEx	Unlocked	USD	591.90	USD	591.90	USD	Apr-22	PM	State NY	Co-2020
										the SDC		Outside											State NY	Co-2020	
										to		Full Time											State NY	Co-2020	
										new		and Labor											State NY	Co-2020	
										under													State NY	Co-2020	
										approved by													State NY	Co-2020	
										Proposed													State NY	Co-2020	
										and													State NY	Co-2020	
										the													State NY	Co-2020	
										SDC													State NY	Co-2020	
										stream													State NY	Co-2020	
										work, well													State NY	Co-2020	
										is being													State NY	Co-2020	
										reworked													State NY	Co-2020	
										and													State NY	Co-2020	
										change													State NY	Co-2020	
										analysis.													State NY	Co-2020	
226906	201601	Needs-SDC Well 6 REPLACEMENT	Capital Project W/P	Cape	2020-301000 Yr-Visit	2020-09-27	6	100%	James Eason	Working with N	591.90	1	Outside	Time Card	CapEx	Unlocked	USD	591.90	USD	591.90	USD	Apr-22	PM	State NY	Co-2020
226906	201601	Needs-SDC Well 6 REPLACEMENT	Capital Project W/P	Cape	2020-301000 Yr-Visit	2020-09-27	6	100%	James Eason	Working with N	591.90	1	Outside	Time Card	CapEx	Unlocked	USD	591.90	USD	591.90	USD	Apr-22	PM	State NY	Co-2020
226906	201601	Needs-SDC Well 6 REPLACEMENT	Capital Project W/P	Cape	2020-301000 Yr-Visit	2020-09-27	6	100%	James Eason	Working with N	591.90	1	Outside	Time Card	CapEx	Unlocked	USD	591.90	USD	591.90	USD	Apr-22	PM	State NY	Co-2020
226906	201601	Needs-SDC Well 6 REPLACEMENT	Capital Project W/P	Cape	2020-301000 Yr-Visit	2020-09-27	6	100%	James Eason	Working with N	591.90	1	Outside	Time Card	CapEx	Unlocked	USD	591.90	USD	591.90	USD	Apr-22	PM	State NY	Co-2020
226906	201601	Needs-SDC Well 6 REPLACEMENT	Capital Project W/P	Cape	2020-301000 Yr-Visit	2020-09-27	6	100%	James Eason	Working with N	591.90	1	Outside	Time Card	CapEx	Unlocked	USD	591.90	USD	591.90	USD	Apr-22	PM	State NY	Co-2020

365248	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Interest Construction	2020-06-30	2022-10-31	226.63	N	226.63	Outside Fulfill Time and Labor	1	226.63	USD	Unrevoked	65011	Capitalized Interest	04/23	PM. Annuity, Loan	State NY	Co 2020
450398	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Interest During Construction	2020-06-30	2024-06-30	272.36	N	272.36	Outside Fulfill Time and Labor	1	272.36	USD	Unrevoked	03011	Capitalized Interest	Jun-24	PM. Annuity, Loan	State NY	Co 2020
262823	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2022-09-28	591.90	N	591.90	Working with N Engineer to surface issues. The inventory of the physical assets is being surveyed, well surveys, well logs and storage evaluation.	1	591.90	USD	Unrevoked	01/23	Time Card Straight Time	Sep-22	PM. Annuity, Loan	State NY	Co 2020
262825	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2022-09-28	591.90	N	591.90	Working with N Engineer to surface issues. The inventory of the physical assets is being surveyed, well surveys, well logs and storage evaluation.	1	591.90	USD	Unrevoked	01/23	Time Card Straight Time	Sep-22	PM. Annuity, Loan	State NY	Co 2020
13259	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2019-01-31	41.59	N	41.59	Outside Manual/Misc	1	41.59	USD	Unrevoked	JDE-CHV-19	Oracle Misc	Jan-19	PM. Annuity, Loan	State NY	Co 2020
30396	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2019-05-31	92.36	N	92.36	Outside Manual/Misc	1	92.36	USD	Unrevoked	JDE-CHV-19	Oracle Misc	Aug-19	PM. Annuity, Loan	State NY	Co 2020
30394	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2019-05-15	46.18	N	46.18	Outside Manual/Misc	1	46.18	USD	Unrevoked	JDE-CHV-19	Oracle Misc	Aug-19	PM. Annuity, Loan	State NY	Co 2020
39925	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2019-05-15	92.36	N	92.36	Outside Manual/Misc	1	92.36	USD	Unrevoked	JDE-CHV-19	Oracle Misc	Sep-19	PM. Annuity, Loan	State NY	Co 2020
39969	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2019-09-30	46.18	N	46.18	Outside Manual/Misc	1	46.18	USD	Unrevoked	JDE-CHV-19	Oracle Misc	Sep-19	PM. Annuity, Loan	State NY	Co 2020
10120	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2018-12-31	2007.21	N	2007.21	Outside Manual/Misc	1	2007.21	USD	Unrevoked	08/20/20	Oracle Misc	Dec-18	PM. Annuity, Loan	State NY	Co 2020
25398	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2019-05-15	46.18	N	46.18	Outside Manual/Misc	1	46.18	USD	Unrevoked	JDE-CHV-19	Oracle Misc	May-19	PM. Annuity, Loan	State NY	Co 2020
25401	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2019-05-31	323.26	N	323.26	Outside Manual/Misc	1	323.26	USD	Unrevoked	JDE-CHV-19	Oracle Misc	May-19	PM. Annuity, Loan	State NY	Co 2020
31376	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2019-07-31	46.18	N	46.18	Outside Manual/Misc	1	46.18	USD	Unrevoked	JDE-CHV-19	Oracle Misc	Jul-19	PM. Annuity, Loan	State NY	Co 2020
48904	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Interest Construction	2020-06-30	2020-11-30	161.64	N	161.64	Outside Fulfill Time and Labor	1	161.64	USD	Unrevoked	23010	Capitalized Interest	Nov-20	PM. Annuity, Loan	State NY	Co 2020
86280	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Interest Construction	2020-06-30	2021-04-30	171.31	N	171.31	Outside Fulfill Time and Labor	1	171.31	USD	Unrevoked	40010	Capitalized Interest	Apr-21	PM. Annuity, Loan	State NY	Co 2020
412615	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2024-01-12	77.03	N	77.03	Seen Annuity	1	77.03	USD	Unrevoked	01/14	Time Card Straight Time	Jan-24	PM. Annuity, Loan	State NY	Co 2020
506836	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2022-05-10	128.44	N	128.44	Outside Fulfill Time and Labor	1	128.44	USD	Unrevoked	30000	Unrevoked	May-23	PM. Annuity, Loan	State NY	Co 2020
306026	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2022-11-10	77.03	N	77.03	Seen Annuity	1	77.03	USD	Unrevoked	49000	Unrevoked	Nov-23	PM. Annuity, Loan	State NY	Co 2020
409426	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2024-06-11	161.90	N	161.90	Outside Fulfill Time and Labor	1	161.90	USD	Unrevoked	01/2006	Unrevoked	Jun-24	PM. Annuity, Loan	State NY	Co 2020
460736	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2024-07-30	121.43	N	121.43	Outside Fulfill Time and Labor	1	121.43	USD	Unrevoked	01/5018	Unrevoked	Jul-24	PM. Annuity, Loan	State NY	Co 2020
460731	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2024-07-25	121.43	N	121.43	Outside Fulfill Time and Labor	1	121.43	USD	Unrevoked	01/5018	Unrevoked	Jul-24	PM. Annuity, Loan	State NY	Co 2020
459071	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2024-04-25	77.03	N	77.03	Outside Fulfill Time and Labor	1	77.03	USD	Unrevoked	01/5401	Unrevoked	Apr-24	PM. Annuity, Loan	State NY	Co 2020
459075	Needs-SEAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Capex	Capex	2020-06-30	2024-04-19	77.03	N	77.03	Outside Fulfill Time and Labor	1	77.03	USD	Unrevoked	01/5401	Unrevoked	Apr-24	PM. Annuity, Loan	State NY	Co 2020

2016011	4320009	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-04-15	10000	Seen	Apr-24	USD	77.03	USD	77.03	USD	77.03	USD	OTL_54611 Unrevoked	77.03	USD	77.03	USD	Apr-24	PNL Annuity, Seen	State NY	Co 2020
2016011	4320646	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-04-12	10000	Seen	Apr-24	USD	115.55	USD	115.55	USD	115.55	USD	OTL_32092 Unrevoked	115.55	USD	115.55	USD	Apr-24	PNL Annuity, Seen	State NY	Co 2020
2016011	3961640	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-09-07	10000	Seen	Sep-23	USD	19.26	USD	19.26	USD	19.26	USD	OTL_44206 Unrevoked	19.26	USD	19.26	USD	Sep-23	PNL Annuity, Seen	State NY	Co 2020
2016011	3961771	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-09-05	10000	Seen	Sep-23	USD	77.03	USD	77.03	USD	77.03	USD	OTL_44206 Unrevoked	77.03	USD	77.03	USD	Sep-23	PNL Annuity, Seen	State NY	Co 2020
2016011	3960102	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-04-10	10000	Seen	Apr-23	USD	64.22	USD	64.22	USD	64.22	USD	OTL_30251 Unrevoked	64.22	USD	64.22	USD	Apr-23	PNL Annuity, Seen	State NY	Co 2020
2016011	1461050	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-09-30	175.64	Seen	Sep-21	USD	175.64	USD	175.64	USD	175.64	USD	Capitalized Interest Expenditure	175.64	USD	175.64	USD	Sep-21	PNL Annuity, Seen	State NY	Co 2020
2016011	1927448	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-12-31	175.63	Seen	Dec-21	USD	175.63	USD	175.63	USD	175.63	USD	Capitalized Interest Expenditure	175.63	USD	175.63	USD	Dec-21	PNL Annuity, Seen	State NY	Co 2020
2016011	652007	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-01-31	101.64	Seen	Jan-21	USD	101.64	USD	101.64	USD	101.64	USD	Capitalized Interest Expenditure	101.64	USD	101.64	USD	Jan-21	PNL Annuity, Seen	State NY	Co 2020
2016011	2186538	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-03-31	175.36	Seen	Mar-22	USD	175.36	USD	175.36	USD	175.36	USD	Capitalized Interest Expenditure	175.36	USD	175.36	USD	Mar-22	PNL Annuity, Seen	State NY	Co 2020
2016011	4524440	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-02-29	241.04	Seen	Feb-24	USD	241.04	USD	241.04	USD	241.04	USD	Capitalized Interest Expenditure	241.04	USD	241.04	USD	Feb-24	PNL Annuity, Seen	State NY	Co 2020
2016011	23286	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2019-04-30	41.59	Seen	Apr-19	USD	41.59	USD	41.59	USD	41.59	USD	Oracle Manual Misc	41.59	USD	41.59	USD	Apr-19	PNL Annuity, Seen	State NY	Co 2020
2016011	1991321	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-01-13	0.5	Seen	Jan-22	USD	24.30	USD	24.30	USD	24.30	USD	OTL_20065 Unrevoked	24.30	USD	24.30	USD	Jan-22	PNL Annuity, Seen	State NY	Co 2020
2016011	2493113	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-06-24	1	Seen	Jun-22	USD	48.59	USD	48.59	USD	48.59	USD	OTL_29669 Unrevoked	48.59	USD	48.59	USD	Jun-22	PNL Annuity, Seen	State NY	Co 2020
2016011	3743260	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-07-28	2	Seen	Jul-23	USD	154.06	USD	154.06	USD	154.06	USD	OTL_43010 Unrevoked	154.06	USD	154.06	USD	Jul-23	PNL Annuity, Seen	State NY	Co 2020
2016011	3743274	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-07-27	2	Seen	Jul-23	USD	154.06	USD	154.06	USD	154.06	USD	OTL_43010 Unrevoked	154.06	USD	154.06	USD	Jul-23	PNL Annuity, Seen	State NY	Co 2020
2016011	27280	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2019-06-30	1	Seen	Jun-19	USD	164.00	USD	164.00	USD	164.00	USD	Oracle Manual Misc	164.00	USD	164.00	USD	Jun-19	PNL Annuity, Seen	State NY	Co 2020
2016011	39926	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2019-09-15	1	Seen	Sep-19	USD	46.16	USD	46.16	USD	46.16	USD	Oracle Manual Misc	46.16	USD	46.16	USD	Sep-19	PNL Annuity, Seen	State NY	Co 2020
2016011	39971	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2019-09-30	1	Seen	Sep-19	USD	82.00	USD	82.00	USD	82.00	USD	Oracle Manual Misc	82.00	USD	82.00	USD	Sep-19	PNL Annuity, Seen	State NY	Co 2020
2016011	25207	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2019-05-15	1	Seen	May-19	USD	46.16	USD	46.16	USD	46.16	USD	Oracle Manual Misc	46.16	USD	46.16	USD	May-19	PNL Annuity, Seen	State NY	Co 2020
2016011	31374	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2019-07-15	1	Seen	Jul-19	USD	46.16	USD	46.16	USD	46.16	USD	Oracle Manual Misc	46.16	USD	46.16	USD	Jul-19	PNL Annuity, Seen	State NY	Co 2020
2016011	31371	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2019-07-15	1	Seen	Jul-19	USD	46.16	USD	46.16	USD	46.16	USD	Oracle Manual Misc	46.16	USD	46.16	USD	Jul-19	PNL Annuity, Seen	State NY	Co 2020
2016011	33856	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2019-10-31	1	Seen	Oct-19	USD	320.00	USD	320.00	USD	320.00	USD	Oracle Manual Misc	320.00	USD	320.00	USD	Oct-19	PNL Annuity, Seen	State NY	Co 2020
2016011	33961	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2019-10-15	1	Seen	Oct-19	USD	46.16	USD	46.16	USD	46.16	USD	Oracle Manual Misc	46.16	USD	46.16	USD	Oct-19	PNL Annuity, Seen	State NY	Co 2020
2016011	33960	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2019-10-15	1	Seen	Oct-19	USD	46.16	USD	46.16	USD	46.16	USD	Oracle Manual Misc	46.16	USD	46.16	USD	Oct-19	PNL Annuity, Seen	State NY	Co 2020
2016011	390201	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-01-31	101.64	Seen	Jan-20	USD	101.64	USD	101.64	USD	101.64	USD	Capitalized Interest Expenditure	101.64	USD	101.64	USD	Jan-20	PNL Annuity, Seen	State NY	Co 2020
2016011	2903371	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-10-31	102.26	Seen	Oct-22	USD	102.26	USD	102.26	USD	102.26	USD	Capitalized Interest Expenditure	102.26	USD	102.26	USD	Oct-22	PNL Annuity, Seen	State NY	Co 2020
2016011	2909206	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-07-31	179.77	Seen	Jul-22	USD	179.77	USD	179.77	USD	179.77	USD	Capitalized Interest Expenditure	179.77	USD	179.77	USD	Jul-22	PNL Annuity, Seen	State NY	Co 2020
2016011	3302697	Needs-SOLC WELL 6 REPLACEMENT	Capital Project W/P	Cyprus	2020-02-28	103.04	Seen	Feb-23	USD	103.04	USD	103.04	USD	103.04	USD	Capitalized Interest Expenditure	103.04	USD	103.04	USD	Feb-23	PNL Annuity, Seen	State NY	Co 2020

Table with columns: ID, Description, Company, Date, Status, Category, Duration, Location, and various metrics.





2016011	Needs-SQ-C WELL 6 REPLACEMENT	4189277	Caprine	Caprine	2020-04-02-01	1.5	10002	Seen	1	115.55	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_50798	Unworked	Unworked	115.55	USD	115.55	USD	Feb-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	3003396	Caprine	Caprine	2020-10-20	4	10002	Seen	1	308.12	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_49177	Unworked	Unworked	308.12	USD	308.12	USD	Oct-23	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4214459	Caprine	Caprine	2020-02-07	2	10002	Seen	1	154.06	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_51408	Unworked	Unworked	154.06	USD	154.06	USD	Feb-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4214462	Caprine	Caprine	2020-02-05	2	10002	Seen	1	154.06	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_51408	Unworked	Unworked	154.06	USD	154.06	USD	Feb-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4421397	Caprine	Caprine	2020-04-05-16	1	10002	Seen	1	77.03	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_50796	Unworked	Unworked	77.03	USD	77.03	USD	May-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4421392	Caprine	Caprine	2020-04-05-14	1	10002	Seen	1	77.03	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_50796	Unworked	Unworked	77.03	USD	77.03	USD	May-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4421393	Caprine	Caprine	2020-04-05-17	1	10002	Seen	1	77.03	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_50796	Unworked	Unworked	77.03	USD	77.03	USD	May-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4575589	Caprine	Caprine	2020-07-10	1.5	10002	Seen	1	121.43	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_50449	Unworked	Unworked	121.43	USD	121.43	USD	Jul-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4575590	Caprine	Caprine	2020-07-09	1.5	10002	Seen	1	121.43	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_50449	Unworked	Unworked	121.43	USD	121.43	USD	Jul-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4594430	Caprine	Caprine	2020-04-05-19	2	10002	Seen	1	161.90	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_52026	Unworked	Unworked	161.90	USD	161.90	USD	Jun-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4597440	Caprine	Caprine	2020-04-05-03	1	10002	Seen	1	77.03	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_50306	Unworked	Unworked	77.03	USD	77.03	USD	May-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4597441	Caprine	Caprine	2020-04-05-01	1	10002	Seen	1	77.03	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_50306	Unworked	Unworked	77.03	USD	77.03	USD	May-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4598262	Caprine	Caprine	2020-04-05-21	1	10002	Seen	1	80.95	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_45297	Unworked	Unworked	80.95	USD	80.95	USD	Oct-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4597627	Caprine	Caprine	2020-10-24	1	10002	Seen	1	80.95	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_45297	Unworked	Unworked	80.95	USD	80.95	USD	Oct-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4597628	Caprine	Caprine	2020-10-14	6	10002	Seen	1	485.70	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_45297	Unworked	Unworked	485.70	USD	485.70	USD	Oct-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4597622	Caprine	Caprine	2020-09-05	1.5	10002	Seen	1	121.43	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_45291	Unworked	Unworked	121.43	USD	121.43	USD	Aug-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4598399	Caprine	Caprine	2020-09-27	1	10002	Seen	1	80.95	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_45169	Unworked	Unworked	80.95	USD	80.95	USD	Sep-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4729390	Caprine	Caprine	2020-09-23	1	10002	Seen	1	80.95	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_45169	Unworked	Unworked	80.95	USD	80.95	USD	Sep-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	4729389	Caprine	Caprine	2020-09-12	1.5	10002	Seen	1	121.43	Outside Faison Time and Labor	CoVaxUS	Time Card	OTL_45203	Unworked	Unworked	121.43	USD	121.43	USD	Sep-24	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	27276	Caprine	Caprine	2019-06-15	1	10002	Seen	1	46.18	Outside Faison Time and Labor	CoVaxUS	Oracle Manual Misc	JDE-CNV-SEP-19	Unworked	Unworked	46.18	USD	46.18	USD	Jun-19	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	27274	Caprine	Caprine	2019-06-15	1	10002	Seen	1	46.18	Outside Faison Time and Labor	CoVaxUS	Oracle Manual Misc	JDE-CNV-JUN-19	Unworked	Unworked	46.18	USD	46.18	USD	Jun-19	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	27282	Caprine	Caprine	2019-06-30	1	10002	Seen	1	46.18	Outside Faison Time and Labor	CoVaxUS	Oracle Manual Misc	JDE-CNV-JUN-19	Unworked	Unworked	46.18	USD	46.18	USD	Jun-19	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	39927	Caprine	Caprine	2019-09-15	1	10002	Seen	1	92.36	Outside Faison Time and Labor	CoVaxUS	Oracle Manual Misc	JDE-CNV-SEP-19	Unworked	Unworked	92.36	USD	92.36	USD	Sep-19	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	39928	Caprine	Caprine	2019-09-15	1	10002	Seen	1	92.36	Outside Faison Time and Labor	CoVaxUS	Oracle Manual Misc	JDE-CNV-SEP-19	Unworked	Unworked	92.36	USD	92.36	USD	Sep-19	PNL	State NV	Co-2020
2016011	Needs-SQ-C WELL 6 REPLACEMENT	46031	Caprine	Caprine	2019-11-30	1	10002	Seen	1	46.18	Outside Faison Time and Labor	CoVaxUS	Oracle Manual Misc	JDE-CNV-NOV-19	Unworked	Unworked	46.18	USD	46.18	USD	Nov-19	PNL	State NV	Co-2020

Project ID	Project Name	Category	Start Date	End Date	Phase	Amount	Rate	Term	Notes
40032	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-10-31	2020-10-31	100%	2019-10-31	1	46.18	USD
33862	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-10-31	2020-10-31	100%	2019-10-31	1	92.36	USD
33861	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-10-31	2020-10-31	100%	2019-10-31	1	46.18	USD
32091	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-09-30	2020-09-30	100%	2019-09-30	1	161.64	USD
32086	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-09-30	2020-09-30	100%	2019-09-30	1	161.64	USD
2662121	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-11-09	2020-11-09	100%	2020-11-09	2	128.44	USD
2066043	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-08-02	2020-08-02	100%	2020-08-02	1	64.22	USD
3860179	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-09-28	2020-09-28	100%	2020-09-28	1.5	115.55	USD
3860160	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-09-27	2020-09-27	100%	2020-09-27	3	231.09	USD
3860167	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-09-26	2020-09-26	100%	2020-09-26	3	231.09	USD
4156512	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-01-08	2020-01-08	100%	2020-01-08	1	77.03	USD
3017171	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-10-05	2020-10-05	100%	2020-10-05	1	77.03	USD
3017177	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-10-04	2020-10-04	100%	2020-10-04	1	77.03	USD
4196276	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-02-02	2020-02-02	100%	2020-02-02	1.5	115.55	USD
3008410	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-06-23	2020-06-23	100%	2020-06-23	1	77.03	USD
4421366	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-06-23	2020-06-23	100%	2020-06-23	1	77.03	USD
4275566	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-07-16	2020-07-16	100%	2020-07-16	2	161.99	USD
4275551	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-07-16	2020-07-16	100%	2020-07-16	2	161.99	USD
3860250	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-11-07	2020-11-07	100%	2020-11-07	1	77.03	USD
4270268	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-03-13	2020-03-13	100%	2020-03-13	1	77.03	USD
4270070	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-03-08	2020-03-08	100%	2020-03-08	2	154.06	USD
4119582	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-01-03	2020-01-03	100%	2020-01-03	1.5	115.55	USD
4668426	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-06-17	2020-06-17	100%	2020-06-17	2	161.99	USD
4209272	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-04-23	2020-04-23	100%	2020-04-23	1	77.03	USD
4209266	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-04-10	2020-04-10	100%	2020-04-10	1.5	115.55	USD
4209245	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-05-27	2020-05-27	100%	2020-05-27	2	154.06	USD
4668428	Needs-SOLC WELL 6 REPLACEMENT	Capex	2020-05-28	2020-05-28	100%	2020-05-28	2	154.06	USD



3397	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361000	2019-09-31	1	N	46.18	Outside Manual/Misc	CoxUS	Crack Manual/Misc	JREC-NV-AUG 19	Unworked	U	46.18	USD	Aug 19	PM, Abract, Sean	State NV	Cx 2020
3964	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361000	2019-09-15	1	N	92.36	Outside Manual/Misc	CoxUS	Crack Manual/Misc	JREC-NV-SEP 19	Unworked	U	92.36	USD	Sep 19	PM, Abract, Sean	State NV	Cx 2020
3968	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361000	2019-09-30	1	N	46.18	Outside Manual/Misc	CoxUS	Crack Manual/Misc	JREC-NV-SEP 19	Unworked	U	46.18	USD	Sep 19	PM, Abract, Sean	State NV	Cx 2020
471026	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361000	2024-09-31	203.27	N	203.27	Outside Capitalized Expense	CoxUS	Capitalized Expense	95011	Unworked	U	203.27	USD	Aug 24	PM, Abract, Sean	State NV	Cx 2020
3748370	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2023-09-01	4	N	306.12	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_42985	Unworked	U	306.12	USD	Aug 23	PM, Abract, Sean	State NV	Cx 2020
3890096	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2023-09-25	4	N	306.12	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_45107	Unworked	U	306.12	USD	Sep 23	PM, Abract, Sean	State NV	Cx 2020
3017182	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2023-10-11	1	N	77.03	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_49714	Unworked	U	77.03	USD	Oct 23	PM, Abract, Sean	State NV	Cx 2020
3017174	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2023-10-10	2	N	154.06	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_49714	Unworked	U	154.06	USD	Oct 23	PM, Abract, Sean	State NV	Cx 2020
3009406	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2023-10-17	5	N	385.15	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_46177	Unworked	U	385.15	USD	Oct 23	PM, Abract, Sean	State NV	Cx 2020
3009405	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2023-10-24	2	N	154.06	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_46177	Unworked	U	154.06	USD	Oct 23	PM, Abract, Sean	State NV	Cx 2020
4421386	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-05-21	1	N	77.03	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52926	Unworked	U	77.03	USD	May 24	PM, Abract, Sean	State NV	Cx 2020
4587426	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-05-10	1	N	77.03	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52926	Unworked	U	77.03	USD	May 24	PM, Abract, Sean	State NV	Cx 2020
4587425	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-05-08	1	N	77.03	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52926	Unworked	U	77.03	USD	May 24	PM, Abract, Sean	State NV	Cx 2020
4468426	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-06-03	1	N	80.95	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52926	Unworked	U	80.95	USD	Jun 24	PM, Abract, Sean	State NV	Cx 2020
4468427	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-06-04	1	N	80.95	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52926	Unworked	U	80.95	USD	Jun 24	PM, Abract, Sean	State NV	Cx 2020
4657625	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-10-23	1	N	80.95	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52927	Unworked	U	80.95	USD	Oct 24	PM, Abract, Sean	State NV	Cx 2020
4657626	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-10-16	6	N	485.70	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52927	Unworked	U	485.70	USD	Oct 24	PM, Abract, Sean	State NV	Cx 2020
4657624	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-10-22	1	N	80.95	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52927	Unworked	U	80.95	USD	Oct 24	PM, Abract, Sean	State NV	Cx 2020
4646378	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-09-15	1.5	N	121.43	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52928	Unworked	U	121.43	USD	Aug 24	PM, Abract, Sean	State NV	Cx 2020
4646379	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-09-14	1.5	N	121.43	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52928	Unworked	U	121.43	USD	Aug 24	PM, Abract, Sean	State NV	Cx 2020
4646381	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-09-12	1.5	N	121.43	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52928	Unworked	U	121.43	USD	Aug 24	PM, Abract, Sean	State NV	Cx 2020
4646383	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-09-08	1.5	N	121.43	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52928	Unworked	U	121.43	USD	Aug 24	PM, Abract, Sean	State NV	Cx 2020
4646397	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-09-07	1.5	N	121.43	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_52928	Unworked	U	121.43	USD	Aug 24	PM, Abract, Sean	State NV	Cx 2020
3861965	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2023-09-06	1	N	77.03	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_46326	Unworked	U	77.03	USD	Sep 23	PM, Abract, Sean	State NV	Cx 2020
4759988	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-09-25	1	N	80.95	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_51469	Unworked	U	80.95	USD	Sep 24	PM, Abract, Sean	State NV	Cx 2020
4759989	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-09-24	1	N	80.95	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_51469	Unworked	U	80.95	USD	Sep 24	PM, Abract, Sean	State NV	Cx 2020
4728865	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-09-04	1.5	N	121.43	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_51423	Unworked	U	121.43	USD	Sep 24	PM, Abract, Sean	State NV	Cx 2020
4728866	Needs-SOLC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Cape	2020-361010	2024-09-11	1.5	N	121.43	Outside Fuoro Time	CoxUS	Time Card Straight	OTL_51423	Unworked	U	121.43	USD	Sep 24	PM, Abract, Sean	State NV	Cx 2020



Line	Account	Project	Activity	Contract	Start	End	Unit	Rate	Amount	Unit	Rate	Amount	Contract	Start	End	Unit	Rate	Amount		
408345	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-06-01	2022-12-31	1	10002	Seen	77.03	77.03	USD	OTL-40205 Unrevoked	23-18	Dec-23	PM	77.03	77.03	State NV	Co-2020
420962	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-04-09	2024-04-15	1	10002	Seen	115.55	115.55	USD	OTL-20002 Unrevoked	82-18	Apr-24	PM	115.55	115.55	State NV	Co-2020
432098	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-04-04	2024-04-15	1	10002	Seen	115.55	115.55	USD	OTL-20002 Unrevoked	82-18	Apr-24	PM	115.55	115.55	State NV	Co-2020
446943	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-06-06	2024-06-06	1	10002	Seen	80.95	80.95	USD	OTL-50506 Unrevoked	27-11	Jun-24	PM	80.95	80.95	State NV	Co-2020
462723	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-10-15	2024-10-15	6	10002	Seen	482.70	482.70	USD	OTL-42007 Unrevoked	93-18	Oct-24	PM	482.70	482.70	State NV	Co-2020
466236	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-09-13	2024-09-13	1.5	10002	Seen	121.43	121.43	USD	OTL-59781 Unrevoked	90-17	Aug-24	PM	121.43	121.43	State NV	Co-2020
466236	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-09-06	2024-09-15	1.5	10002	Seen	121.43	121.43	USD	OTL-59781 Unrevoked	90-17	Aug-24	PM	121.43	121.43	State NV	Co-2020
410954	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-12-27	2025-12-27	1	10002	Seen	77.03	77.03	USD	OTL-40509 Unrevoked	27-14	Dec-23	PM	77.03	77.03	State NV	Co-2020
366186	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-10-12	2025-10-12	1.5	10002	Seen	115.55	115.55	USD	OTL-42005 Unrevoked	92-16	Sep-23	PM	115.55	115.55	State NV	Co-2020
472587	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-09-26	2024-09-26	1	10002	Seen	80.95	80.95	USD	OTL-41669 Unrevoked	89-16	Sep-24	PM	80.95	80.95	State NV	Co-2020
470014	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-09-18	2024-09-18	1	10002	Seen	80.95	80.95	USD	OTL-41669 Unrevoked	89-16	Sep-24	PM	80.95	80.95	State NV	Co-2020
470016	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-09-16	2024-09-16	1	10002	Seen	80.95	80.95	USD	OTL-41669 Unrevoked	89-16	Sep-24	PM	80.95	80.95	State NV	Co-2020
349209	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-04-06	2025-04-06	1	10002	Seen	64.22	64.22	USD	OTL-30251 Unrevoked	54-18	Apr-23	PM	64.22	64.22	State NV	Co-2020
131920	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2021-08-31	2024-08-31	162.4	10002	Seen	162.40	162.40	USD	Capitalized Expenditure	4011	Aug-21	PM	162.40	162.40	State NV	Co-2020
2409145	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-05-31	2025-05-31	179.01	10002	Seen	179.01	179.01	USD	Capitalized Expenditure	6011	May-22	PM	179.01	179.01	State NV	Co-2020
347174	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-03-31	2025-03-31	103.04	10002	Seen	103.04	103.04	USD	Capitalized Expenditure	7711	Mar-23	PM	103.04	103.04	State NV	Co-2020
306665	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-06-30	2024-06-30	162.36	10002	Seen	162.36	162.36	USD	Capitalized Expenditure	8011	Jun-23	PM	162.36	162.36	State NV	Co-2020
457043	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-10-31	2024-10-31	319.71	10002	Seen	319.71	319.71	USD	Capitalized Expenditure	9711	Oct-24	PM	319.71	319.71	State NV	Co-2020
2784	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2019-06-30	2019-06-30	1	10002	Seen	92.36	92.36	USD	Ordnance Manual/Misc	JFE-CN-V-JUN-19	Jun-19	PM	92.36	92.36	State NV	Co-2020
3970	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2019-09-30	2019-09-30	1	10002	Seen	82.00	82.00	USD	Ordnance Manual/Misc	JFE-CN-V-SEP-19	Sep-19	PM	82.00	82.00	State NV	Co-2020
4462	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2019-10-15	2019-10-15	1	10002	Seen	164.00	164.00	USD	Ordnance Manual/Misc	JFE-CN-V-SEP-19	Oct-19	PM	164.00	164.00	State NV	Co-2020
2778	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2019-06-30	2019-06-30	1	10002	Seen	1126.02	1126.02	USD	Ordnance Manual/Misc	JFE-CN-V-JUN-19	Jun-19	PM	1126.02	1126.02	State NV	Co-2020
3339	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2019-08-31	2019-08-31	1	10002	Seen	1195.62	1195.62	USD	Ordnance Manual/Misc	JFE-CN-V-AUG-19	Aug-19	PM	1195.62	1195.62	State NV	Co-2020
6378	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-05-31	2020-05-31	1	10002	Seen	1563.37	1563.37	USD	Ordnance Manual/Misc	JFE-CN-V-MAY-20	May-20	PM	1563.37	1563.37	State NV	Co-2020
10118	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2019-12-31	2019-12-31	1	45100	Seen	11442.55	11442.55	USD	Ordnance Manual/Misc	BE-REC'D-CN-01	Dec-18	PM	11442.55	11442.55	State NV	Co-2020
31369	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2019-07-31	2019-07-31	1	10002	Seen	1147.99	1147.99	USD	Ordnance Manual/Misc	JFE-CN-V-JUL-19	Jul-19	PM	1147.99	1147.99	State NV	Co-2020
3993	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2019-09-30	2019-09-30	1	10002	Seen	1000.00	1000.00	USD	Ordnance Manual/Misc	JFE-CN-V-SEP-19	Sep-19	PM	1000.00	1000.00	State NV	Co-2020
4993	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-02-29	2020-02-29	1	10002	Seen	1537.03	1537.03	USD	Ordnance Manual/Misc	JFE-CN-V-FEB-20	Feb-20	PM	1537.03	1537.03	State NV	Co-2020
53313	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-03-31	2020-03-31	1	10002	Seen	1537.03	1537.03	USD	Ordnance Manual/Misc	JFE-CN-V-MAR-20	Mar-20	PM	1537.03	1537.03	State NV	Co-2020
49489	Needs-SDAC WELL 6 REPLACEMENT	2018011	Capital Project W/P	Caprine	2020-01-31	2020-01-31	1	10002	Seen	1537.03	1537.03	USD	Ordnance Manual/Misc	JFE-CN-V-JAN-20	Jan-20	PM	1537.03	1537.03	State NV	Co-2020

ID	Project Name	Account	Start Date	End Date	Contract Type	Company	Location	Contract Value	Current Status	Forecasted Status	Contract Value (USD)	Forecasted Status	Contract Value (USD)	Forecasted Status				
2389	Needs-SOLC WELL 6 REPLACEMENT	2016011	Interst During Construction	2020-361000	Construction	2018-05-31	1	2018-05-31	1	Capitol Project W/P	1119.92	2	1119.92	USD	May-19	PNL Antrmt, Seant	State W/	Cc-2020
4446	Needs-SOLC WELL 6 REPLACEMENT	2016011	Interst During Construction	2020-361000	Construction	2019-12-31	1	2019-12-31	1	Capitol Project W/P	1537.03	2	1537.03	USD	Dec-19	PNL Antrmt, Seant	State W/	Cc-2020
4290	Needs-SOLC WELL 6 REPLACEMENT	2016011	Interst During Construction	2020-361000	Construction	2019-10-31	1	2019-10-31	1	Capitol Project W/P	1315.81	2	1315.81	USD	Oct-19	PNL Antrmt, Seant	State W/	Cc-2020
5482	Needs-SOLC WELL 6 REPLACEMENT	2016011	Interst During Construction	2020-361000	Construction	2020-04-30	1	2020-04-30	1	Capitol Project W/P	1557.36	2	1557.36	USD	Apr-20	PNL Antrmt, Seant	State W/	Cc-2020
4614	Needs-SOLC WELL 6 REPLACEMENT	2016011	Interst During Construction	2020-361000	Construction	2019-11-30	1	2019-11-30	1	Capitol Project W/P	1316.71	2	1316.71	USD	Nov-19	PNL Antrmt, Seant	State W/	Cc-2020
13303	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2020-06-30	1623	2020-06-30	1623	Capitol Project W/P	822.89	3	822.89	USD	Jun-20	PNL Antrmt, Seant	State W/	Cc-2020
58196	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2020-12-31	1686.63	2020-12-31	1686.63	Capitol Project W/P	886.63	3	886.63	USD	Dec-20	PNL Antrmt, Seant	State W/	Cc-2020
1606276	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2021-10-31	1	2021-10-31	1	Capitol Project W/P	640.62	3	640.62	USD	Oct-21	PNL Antrmt, Seant	State W/	Cc-2020
1609280	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2021-10-31	1	2021-10-31	1	Capitol Project W/P	17.00	3	17.00	USD	Oct-21	PNL Antrmt, Seant	State W/	Cc-2020
1606278	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2021-10-31	1	2021-10-31	1	Capitol Project W/P	23.27	3	23.27	USD	Oct-21	PNL Antrmt, Seant	State W/	Cc-2020
1746158	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2021-11-30	1722.66	2021-11-30	1722.66	Capitol Project W/P	1722.66	3	1722.66	USD	Nov-21	PNL Antrmt, Seant	State W/	Cc-2020
3226890	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2023-01-31	1698.26	2023-01-31	1698.26	Capitol Project W/P	1698.26	3	1698.26	USD	Jan-23	PNL Antrmt, Seant	State W/	Cc-2020
2526542	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2022-08-02	1620	2022-08-02	1620	Capitol Project W/P	1620.00	3	1620.00	USD	Aug-22	PNL Antrmt, Seant	State W/	Cc-2020
3842116	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2023-08-31	1950.22	2023-08-31	1950.22	Capitol Project W/P	1950.22	3	1950.22	USD	Aug-23	PNL Antrmt, Seant	State W/	Cc-2020
3567775	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2023-11-08	2654.00	2023-11-08	2654.00	Capitol Project W/P	2654.00	3	2654.00	USD	Nov-23	PNL Antrmt, Seant	State W/	Cc-2020
3597184	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2023-04-30	1866.27	2023-04-30	1866.27	Capitol Project W/P	1866.27	3	1866.27	USD	Apr-23	PNL Antrmt, Seant	State W/	Cc-2020
4502297	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2024-09-30	12589.23	2024-09-30	12589.23	Capitol Project W/P	12589.23	3	12589.23	USD	Aug-24	PNL Antrmt, Seant	State W/	Cc-2020
3549023	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2023-05-02	360	2023-05-02	360	Capitol Project W/P	360.00	3	360.00	USD	May-23	PNL Antrmt, Seant	State W/	Cc-2020
3689786	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2025-09-28	2760	2025-09-28	2760	Capitol Project W/P	2760.00	3	2760.00	USD	Sep-25	PNL Antrmt, Seant	State W/	Cc-2020
4601869	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2024-11-08	900	2024-11-08	900	Capitol Project W/P	900.00	3	900.00	USD	Nov-24	PNL Antrmt, Seant	State W/	Cc-2020
31370	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2019-07-12	1	2019-07-12	1	Capitol Project W/P	4162.39	3	4162.39	USD	Jul-19	PNL Antrmt, Seant	State W/	Cc-2020
336615	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2019-10-10	1	2019-10-10	1	Capitol Project W/P	5669.56	3	5669.56	USD	Oct-19	PNL Antrmt, Seant	State W/	Cc-2020
290634	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2020-09-24	375	2020-09-24	375	Capitol Project W/P	375.00	3	375.00	USD	Sep-20	PNL Antrmt, Seant	State W/	Cc-2020
3506148	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2020-10-24	8977.50	2020-10-24	8977.50	Capitol Project W/P	8977.50	3	8977.50	USD	Oct-20	PNL Antrmt, Seant	State W/	Cc-2020
1621257	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2021-08-30	1	2021-08-30	1	Capitol Project W/P	75.01	3	75.01	USD	Jul-21	PNL Antrmt, Seant	State W/	Cc-2020
1006234	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2021-09-24	315	2021-09-24	315	Capitol Project W/P	315.00	3	315.00	USD	Jul-21	PNL Antrmt, Seant	State W/	Cc-2020
975208	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2021-06-30	21625.46	2021-06-30	21625.46	Capitol Project W/P	21625.46	3	21625.46	USD	Jun-21	PNL Antrmt, Seant	State W/	Cc-2020
1417172	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2021-09-29	865	2021-09-29	865	Capitol Project W/P	865.00	3	865.00	USD	Sep-21	PNL Antrmt, Seant	State W/	Cc-2020
2182436	Needs-SOLC WELL 6 REPLACEMENT	2016011	Engineering During Construction	2020-361000	Construction	2022-04-12	6500	2022-04-12	6500	Capitol Project W/P	6500.00	3	6500.00	USD	Apr-22	PNL Antrmt, Seant	State W/	Cc-2020

226586	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Interest Construction	2020-04-30	1507.01	N	3	Outside Fulfillment Projects	Corvus US	Capitalized Expenditure	65011	Unrecovered	Unrecovered	1507.01	USD	Apr-22	State NY	Co-2020
218603	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Interest During Construction	2020-03-31	1467.69	N	3	Outside Fulfillment Projects	Corvus US	Capitalized Expenditure	64011	Unrecovered	Unrecovered	1467.69	USD	Mar-22	State NY	Co-2020
1203225	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Engineering	2020-08-31	2516.00	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-14728	Unrecovered	Unrecovered	2516.00	USD	Aug-21	State NY	Co-2020
218130	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Interest During Construction	2020-03-28	1462.83	N	3	Outside Fulfillment Projects	Corvus US	Capitalized Expenditure	63011	Unrecovered	Unrecovered	1462.83	USD	Mar-22	State NY	Co-2020
3079498	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Water Transfer	2020-11-24	833.75	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-13100	Unrecovered	Unrecovered	833.75	USD	Nov-22	State NY	Co-2020
3266644	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Engineering	2020-02-25	3038.90	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-34663	Unrecovered	Unrecovered	3038.90	USD	Feb-23	State NY	Co-2020
2499346	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Interest Construction	2020-06-30	1538.47	N	3	Outside Fulfillment Projects	Corvus US	Capitalized Expenditure	61011	Unrecovered	Unrecovered	1538.47	USD	Jun-22	State NY	Co-2020
3302691	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Interest During Construction	2020-02-28	1724.64	N	3	Outside Fulfillment Projects	Corvus US	Capitalized Expenditure	70011	Unrecovered	Unrecovered	1724.64	USD	Feb-23	State NY	Co-2020
4200284	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Engineering	2020-03-05	306.00	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-52088	Unrecovered	Unrecovered	306.00	USD	Mar-24	State NY	Co-2020
4196383	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Interest Construction	2020-01-31	2075.75	N	3	Outside Fulfillment Projects	Corvus US	Capitalized Expenditure	89011	Unrecovered	Unrecovered	2075.75	USD	Jan-24	State NY	Co-2020
3749177	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Water Removal	2020-08-08	6200.00	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-5823	Unrecovered	Unrecovered	6200.00	USD	Aug-23	State NY	Co-2020
3002411	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Interest Construction	2020-09-30	2051.09	N	3	Outside Fulfillment Projects	Corvus US	Capitalized Expenditure	84011	Unrecovered	Unrecovered	2051.09	USD	Sep-23	State NY	Co-2020
3991005	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Capex	2020-11-14	154.06	N	3	Outside Fulfillment and Labor	Corvus US	Time Card	071-47322	Unrecovered	Unrecovered	154.06	USD	Nov-23	State NY	Co-2020
3079492	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Projects	2020-11-24	1300.00	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-31200	Unrecovered	Unrecovered	1300.00	USD	Nov-22	State NY	Co-2020
2597267	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Interest Construction	2020-07-31	1810.60	N	3	Outside Fulfillment Projects	Corvus US	Capitalized Expenditure	69008	Unrecovered	Unrecovered	1810.60	USD	Jul-22	State NY	Co-2020
2512309	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Engineering	2020-07-07	3375.05	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-26183	Unrecovered	Unrecovered	3375.05	USD	Jul-22	State NY	Co-2020
3471741	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Interest Construction	2020-03-31	1700.44	N	3	Outside Fulfillment Projects	Corvus US	Capitalized Expenditure	77011	Unrecovered	Unrecovered	1700.44	USD	Mar-23	State NY	Co-2020
3333326	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Labor	2020-07-05	50.86	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-44988	Unrecovered	Unrecovered	50.86	USD	Sep-23	State NY	Co-2020
4304702	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Engineering	2020-04-02	480.00	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-53379	Unrecovered	Unrecovered	480.00	USD	Apr-24	State NY	Co-2020
479232	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Engineering	2020-09-28	610.00	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-61627	Unrecovered	Unrecovered	610.00	USD	Sep-24	State NY	Co-2020
4524665	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Engineering	2020-03-06	2439.53	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-54141	Unrecovered	Unrecovered	2439.53	USD	Mar-24	State NY	Co-2020
469227	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Engineering	2020-11-07	362.50	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-53308	Unrecovered	Unrecovered	362.50	USD	Nov-24	State NY	Co-2020
4317382	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Interest Construction	2020-03-31	2102.53	N	3	Outside Fulfillment Projects	Corvus US	Capitalized Expenditure	90011	Unrecovered	Unrecovered	2102.53	USD	Mar-24	State NY	Co-2020
4792229	2016011	Needs-SDC WELL 6 REPLACEMENT	Capital Project W/P	Engineering	Engineering	2020-10-03	750.00	N	3	Outside Fulfillment Payables	Corvus US	Supplier Invoice	QAP-61789	Unrecovered	Unrecovered	750.00	USD	Oct-24	State NY	Co-2020



Item No.	Item Description	Category	Sub-Category	Unit	Quantity	Unit Price	Total Price	Start Date	End Date	Status	Vendor	Invoice No.	Invoice Date	Payment Due	Account	Notes
284490	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-06-22	1000	544.00	544.00	2020-10-05	2020-10-05	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-28114	2020-10-05	2020-10-05	State WY	Co-2020
300190	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-11-15	1000	154.06	154.06	2020-11-15	2020-11-15	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QTL-47322	2020-11-15	2020-11-15	State WY	Co-2020
300347	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-10-31	2001.00	201.00	201.00	2020-10-31	2020-10-31	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-28114	2020-10-31	2020-10-31	State WY	Co-2020
348815	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-04-19	7216.00	7216.00	7216.00	2020-04-19	2020-04-19	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-36418	2020-04-19	2020-04-19	State WY	Co-2020
409796	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-04-03	180.00	180.00	180.00	2020-04-03	2020-04-03	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-49209	2020-04-03	2020-04-03	State WY	Co-2020
306036	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-06-22	5000.00	5000.00	5000.00	2020-06-22	2020-06-22	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-47277	2020-06-22	2020-06-22	State WY	Co-2020
371043	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-07-01	5697.00	5697.00	5697.00	2020-07-01	2020-07-01	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-45230	2020-07-01	2020-07-01	State WY	Co-2020
306078	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-05-19	10413.15	10413.15	10413.15	2020-05-19	2020-05-19	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-49000	2020-05-19	2020-05-19	State WY	Co-2020
428036	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-03-27	1763.00	1763.00	1763.00	2020-03-27	2020-03-27	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-53106	2020-03-27	2020-03-27	State WY	Co-2020
426441	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-02-29	2075.75	2075.75	2075.75	2020-02-29	2020-02-29	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-53106	2020-02-29	2020-02-29	State WY	Co-2020
23385	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-04-17	1200.00	1200.00	1200.00	2020-04-17	2020-04-17	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-49000	2020-04-17	2020-04-17	State WY	Co-2020
54624	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-04-14	277.30	277.30	277.30	2020-04-14	2020-04-14	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-49000	2020-04-14	2020-04-14	State WY	Co-2020
44175	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-10-31	9020.70	9020.70	9020.70	2020-10-31	2020-10-31	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-49000	2020-10-31	2020-10-31	State WY	Co-2020
33876	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-10-10	1286.40	1286.40	1286.40	2020-10-10	2020-10-10	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-49000	2020-10-10	2020-10-10	State WY	Co-2020
3749172	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-07-31	1900.93	1900.93	1900.93	2020-07-31	2020-07-31	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-49000	2020-07-31	2020-07-31	State WY	Co-2020
461846	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-07-31	2148.25	2148.25	2148.25	2020-07-31	2020-07-31	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-49000	2020-07-31	2020-07-31	State WY	Co-2020
439263	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-05-15	680.00	680.00	680.00	2020-05-15	2020-05-15	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-56414	2020-05-15	2020-05-15	State WY	Co-2020
3091699	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-11-21	154.06	154.06	154.06	2020-11-21	2020-11-21	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-28114	2020-11-21	2020-11-21	State WY	Co-2020
27273	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-06-12	278.94	278.94	278.94	2020-06-12	2020-06-12	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-28114	2020-06-12	2020-06-12	State WY	Co-2020
54627	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-04-14	2846.38	2846.38	2846.38	2020-04-14	2020-04-14	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-28114	2020-04-14	2020-04-14	State WY	Co-2020
165935	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-07-31	822.60	822.60	822.60	2020-07-31	2020-07-31	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-28114	2020-07-31	2020-07-31	State WY	Co-2020
300197	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-10-31	888.63	888.63	888.63	2020-10-31	2020-10-31	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-28114	2020-10-31	2020-10-31	State WY	Co-2020
732329	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-02-28	927.45	927.45	927.45	2020-02-28	2020-02-28	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-28114	2020-02-28	2020-02-28	State WY	Co-2020
807377	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-04-13	2993.72	2993.72	2993.72	2020-04-13	2020-04-13	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-10524	2020-04-13	2020-04-13	State WY	Co-2020
669154	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-04-27	31.56	31.56	31.56	2020-04-27	2020-04-27	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-10682	2020-04-27	2020-04-27	State WY	Co-2020
2106247	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-03-16	2465.00	2465.00	2465.00	2020-03-16	2020-03-16	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-17132	2020-03-16	2020-03-16	State WY	Co-2020
1611792	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-10-31	11.41	11.41	11.41	2020-10-31	2020-10-31	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-10682	2020-10-31	2020-10-31	State WY	Co-2020
1611761	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-10-31	21.47	21.47	21.47	2020-10-31	2020-10-31	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-10682	2020-10-31	2020-10-31	State WY	Co-2020
1602277	Needs-SQC WELL 6 REPLACEMENT	Engineering	Engineering	2020-10-31	16.15	16.15	16.15	2020-10-31	2020-10-31	Uninvoiced	LIWOSA ASSOCIARE S. INC.	QAP-10682	2020-10-31	2020-10-31	State WY	Co-2020



655340	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-06-30	2145.62	N	2145.62	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	2145.62	USD	Jun-24	Prnt. Antrmt, Seen	State NV	Co-2020
303121	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-05-31	1871.45	N	1871.45	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	1871.45	USD	May-23	Prnt. Antrmt, Seen	State NV	Co-2020
309198	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-11-3	154.06	N	154.06	Oracle Primavera P6	3	Time Cost	Unrecorded	Unrecorded	154.06	USD	Nov-23	Prnt. Antrmt, Seen	State NV	Co-2020
6531	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-05-18	924.34	N	924.34	Oracle Primavera P6	3	Oracle Primavera P6	Unrecorded	Unrecorded	924.34	USD	May-20	Prnt. Antrmt, Seen	State NV	Co-2020
10121	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-12-31	8336.43	N	8336.43	Oracle Primavera P6	3	Oracle Primavera P6	Unrecorded	Unrecorded	8336.43	USD	Dec-18	Prnt. Antrmt, Seen	State NV	Co-2020
487845	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-10-31	2241.32	N	2241.32	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	2241.32	USD	Oct-24	Prnt. Antrmt, Seen	State NV	Co-2020
16770	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-02-15	850.00	N	850.00	Oracle Primavera P6	3	Oracle Primavera P6	Unrecorded	Unrecorded	850.00	USD	Feb-19	Prnt. Antrmt, Seen	State NV	Co-2020
20311	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-03-14	1233.50	N	1233.50	Oracle Primavera P6	3	Oracle Primavera P6	Unrecorded	Unrecorded	1233.50	USD	Mar-19	Prnt. Antrmt, Seen	State NV	Co-2020
30391	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-08-07	3029.72	N	3029.72	Oracle Primavera P6	3	Oracle Primavera P6	Unrecorded	Unrecorded	3029.72	USD	Aug-19	Prnt. Antrmt, Seen	State NV	Co-2020
257068	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-09-31	827.76	N	827.76	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	827.76	USD	Aug-20	Prnt. Antrmt, Seen	State NV	Co-2020
488020	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-11-30	888.63	N	888.63	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	888.63	USD	Nov-20	Prnt. Antrmt, Seen	State NV	Co-2020
801335	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-03-31	948.43	N	948.43	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	948.43	USD	Mar-21	Prnt. Antrmt, Seen	State NV	Co-2020
1019145	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-09-30	16.55	N	16.55	Oracle Primavera P6	3	Oracle Primavera P6	Unrecorded	Unrecorded	16.55	USD	Jan-21	Prnt. Antrmt, Seen	State NV	Co-2020
1422107	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-09-28	4500.00	N	4500.00	Oracle Primavera P6	3	Supplier Invoice	Unrecorded	Unrecorded	4500.00	USD	Sep-21	Prnt. Antrmt, Seen	State NV	Co-2020
2465147	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-05-31	1538.47	N	1538.47	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	1538.47	USD	May-22	Prnt. Antrmt, Seen	State NV	Co-2020
2006285	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-10-25	651.75	N	651.75	Oracle Primavera P6	3	Supplier Invoice	Unrecorded	Unrecorded	651.75	USD	Oct-22	Prnt. Antrmt, Seen	State NV	Co-2020
2755564	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-09-31	1610.00	N	1610.00	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	1610.00	USD	Aug-22	Prnt. Antrmt, Seen	State NV	Co-2020
266924	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-09-21	-4644.00	N	-4644.00	Oracle Primavera P6	3	Supplier Invoice	Unrecorded	Unrecorded	-4644.00	USD	Oct-22	Prnt. Antrmt, Seen	State NV	Co-2020
281275	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-09-21	4644.00	N	4644.00	Oracle Primavera P6	3	Supplier Invoice	Unrecorded	Unrecorded	4644.00	USD	Oct-22	Prnt. Antrmt, Seen	State NV	Co-2020
231035	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-12-31	762.00	N	762.00	Oracle Primavera P6	3	Supplier Invoice	Unrecorded	Unrecorded	762.00	USD	Aug-20	Prnt. Antrmt, Seen	State NV	Co-2020
32588	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-09-30	833.50	N	833.50	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	833.50	USD	Sep-20	Prnt. Antrmt, Seen	State NV	Co-2020
616089	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-01-27	3131.72	N	3131.72	Oracle Primavera P6	3	Supplier Invoice	Unrecorded	Unrecorded	3131.72	USD	Jan-21	Prnt. Antrmt, Seen	State NV	Co-2020
655210	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-01-31	917.71	N	917.71	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	917.71	USD	Jan-21	Prnt. Antrmt, Seen	State NV	Co-2020
81312	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-05-11	21970.88	N	21970.88	Oracle Primavera P6	3	Supplier Invoice	Unrecorded	Unrecorded	21970.88	USD	May-21	Prnt. Antrmt, Seen	State NV	Co-2020
1003197	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-06-30	1254.63	N	1254.63	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	1254.63	USD	Jun-21	Prnt. Antrmt, Seen	State NV	Co-2020
1019146	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-06-30	19.04	N	19.04	Oracle Primavera P6	3	Oracle Primavera P6	Unrecorded	Unrecorded	19.04	USD	Jun-21	Prnt. Antrmt, Seen	State NV	Co-2020
1042250	Needs-SQAC WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-12-31	840.00	N	840.00	Oracle Primavera P6	3	Supplier Invoice	Unrecorded	Unrecorded	840.00	USD	Dec-21	Prnt. Antrmt, Seen	State NV	Co-2020
1319265	Needs-SQAC WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	2020-06-31	1233.08	N	1233.08	Oracle Primavera P6	3	Capitalized Expenditure	Unrecorded	Unrecorded	1233.08	USD	Aug-21	Prnt. Antrmt, Seen	State NV	Co-2020

Item No.	Item Description	Category	Start Date	End Date	Unit	Rate	Contract No.	Contract Description	Contract Status	Contract Value	Contract Start	Contract End	Contract Location
200914	Needs-SQ-VWELL6 REPLACEMENT	Engineering	2020-09-21	1953.75	USD	1953.75	1953.75	USD	1953.75	USD	1953.75	USD	State NY Co-2020
259781	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-07-31	1010.00	USD	1010.00	1010.00	USD	1010.00	USD	1010.00	USD	State NY Co-2020
259782	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-07-31	1010.00	USD	1010.00	1010.00	USD	1010.00	USD	1010.00	USD	State NY Co-2020
346279	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-04-05	360.00	USD	360.00	360.00	USD	360.00	USD	360.00	USD	State NY Co-2020
227324	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-05-10	5200.00	USD	5200.00	5200.00	USD	5200.00	USD	5200.00	USD	State NY Co-2020
451301	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-11-30	2071.22	USD	2071.22	2071.22	USD	2071.22	USD	2071.22	USD	State NY Co-2020
469724	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-09-06	1053.50	USD	1053.50	1053.50	USD	1053.50	USD	1053.50	USD	State NY Co-2020
479753	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-10-10	272.00	USD	272.00	272.00	USD	272.00	USD	272.00	USD	State NY Co-2020
314180	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-01-10	3003.05	USD	3003.05	3003.05	USD	3003.05	USD	3003.05	USD	State NY Co-2020
2415159	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-06-07	8547.50	USD	8547.50	8547.50	USD	8547.50	USD	8547.50	USD	State NY Co-2020
305878	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-09-06	12397.50	USD	12397.50	12397.50	USD	12397.50	USD	12397.50	USD	State NY Co-2020
450227	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-06-19	512.50	USD	512.50	512.50	USD	512.50	USD	512.50	USD	State NY Co-2020
452244	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-04-30	3557.00	USD	3557.00	3557.00	USD	3557.00	USD	3557.00	USD	State NY Co-2020
473729	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-04-30	2126.88	USD	2126.88	2126.88	USD	2126.88	USD	2126.88	USD	State NY Co-2020
469798	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-11-06	303.00	USD	303.00	303.00	USD	303.00	USD	303.00	USD	State NY Co-2020
4487	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2019-12-09	2465.72	USD	2465.72	2465.72	USD	2465.72	USD	2465.72	USD	State NY Co-2020
751249	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-03-17	3223.72	USD	3223.72	3223.72	USD	3223.72	USD	3223.72	USD	State NY Co-2020
1198226	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-07-15	2540.00	USD	2540.00	2540.00	USD	2540.00	USD	2540.00	USD	State NY Co-2020
1693158	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2021-11-23	1970.42	USD	1970.42	1970.42	USD	1970.42	USD	1970.42	USD	State NY Co-2020
200721	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-01-31	1565.47	USD	1565.47	1565.47	USD	1565.47	USD	1565.47	USD	State NY Co-2020
1611760	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2021-10-31	20.00	USD	20.00	20.00	USD	20.00	USD	20.00	USD	State NY Co-2020
1027417	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2021-12-31	1323.12	USD	1323.12	1323.12	USD	1323.12	USD	1323.12	USD	State NY Co-2020
1698279	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2021-10-31	8.65	USD	8.65	8.65	USD	8.65	USD	8.65	USD	State NY Co-2020
3148921	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-12-31	1658.65	USD	1658.65	1658.65	USD	1658.65	USD	1658.65	USD	State NY Co-2020
328602	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-03-01	450.00	USD	450.00	450.00	USD	450.00	USD	450.00	USD	State NY Co-2020
3051227	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-11-30	1658.65	USD	1658.65	1658.65	USD	1658.65	USD	1658.65	USD	State NY Co-2020
4697852	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-01-03	982.93	USD	982.93	982.93	USD	982.93	USD	982.93	USD	State NY Co-2020
4547421	Needs-SQ-VWELL6 REPLACEMENT	Capital Project W/P	2020-07-09	442.00	USD	442.00	442.00	USD	442.00	USD	442.00	USD	State NY Co-2020

462266	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 6 Construction	2024-05-31	2130.72	N	Construction N	2130.72	2130.72	USD	May-24	PNL	State W/	Co-2020
4704202	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 8 Construction	2024-09-28	217.50	N	Construction N	217.50	217.50	USD	Sept-24	PNL	State W/	Co-2020
4601021	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 6 Construction	2024-11-08	1530.00	N	Construction N	1530.00	1530.00	USD	Nov-24	PNL	State W/	Co-2020
4601684	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 8 Construction	2024-11-07	800.00	N	Construction N	800.00	800.00	USD	Nov-24	PNL	State W/	Co-2020
4710200	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 6 Construction	2024-08-31	2221.11	N	Construction N	2221.11	2221.11	USD	Aug-24	PNL	State W/	Co-2020
30392	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 6 Construction	2019-09-29	3011.84	N	Construction N	3011.84	3011.84	USD	Aug-19	PNL	State W/	Co-2020
3734461	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 8 Construction	2023-08-02	2040.00	N	Construction N	2040.00	2040.00	USD	Aug-23	PNL	State W/	Co-2020
4131007	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 6 Construction	2023-12-31	2074.68	N	Construction N	2074.68	2074.68	USD	Dec-23	PNL	State W/	Co-2020
3033851	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 8 Construction	2023-09-06	787.51	N	Construction N	787.51	787.51	USD	Sept-23	PNL	State W/	Co-2020
3033919	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 6 Construction	2023-09-01	757.00	N	Construction N	757.00	757.00	USD	Sept-23	PNL	State W/	Co-2020
3000791	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 8 Construction	2023-11-22	119.00	N	Construction N	119.00	119.00	USD	Nov-23	PNL	State W/	Co-2020
448215	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 6 Construction	2024-06-05	1996.34	N	Construction N	1996.34	1996.34	USD	Jun-24	PNL	State W/	Co-2020
3068666	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Engineering	Needs-SC&C WELL 8 Construction	2023-06-30	1867.00	N	Construction N	1867.00	1867.00	USD	Jun-23	PNL	State W/	Co-2020
4641668	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 6 Lab	2024-10-16	6.78	N	Execution	6.78	6.78	USD	Oct-24	PNL	State W/	Co-2020
4344149	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 8 Lab	2024-04-21	14.61	N	Execution	14.61	14.61	USD	Apr-24	PNL	State W/	Co-2020
4344151	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 6 Lab	2024-04-23	6.73	N	Execution	6.73	6.73	USD	Apr-24	PNL	State W/	Co-2020
4503332	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 8 Lab	2024-06-25	9.00	N	Execution	9.00	9.00	USD	Jun-24	PNL	State W/	Co-2020
3023243	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 6 Lab	2023-05-15	600.00	N	Execution	600.00	600.00	USD	May-23	PNL	State W/	Co-2020
3040910	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 8 Lab	2023-10-20	12.50	N	Execution	12.50	12.50	USD	Oct-23	PNL	State W/	Co-2020
4641670	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 6 Lab	2024-10-18	7.58	N	Execution	7.58	7.58	USD	Oct-24	PNL	State W/	Co-2020
4641681	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 8 Lab	2024-10-14	19.44	N	Execution	19.44	19.44	USD	Oct-24	PNL	State W/	Co-2020
3023211	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 6 Lab	2023-04-25	900.00	N	Execution	900.00	900.00	USD	May-23	PNL	State W/	Co-2020
3023232	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 8 Lab	2023-05-11	12.24	N	Execution	12.24	12.24	USD	May-23	PNL	State W/	Co-2020
3023237	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 6 Lab	2023-05-10	30.00	N	Execution	30.00	30.00	USD	May-23	PNL	State W/	Co-2020
3040907	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 8 Lab	2023-10-16	126.42	N	Execution	126.42	126.42	USD	Oct-23	PNL	State W/	Co-2020
3040912	Needs-SC&C WELL 6 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 6 Lab	2023-10-20	913.45	N	Execution	913.45	913.45	USD	Oct-23	PNL	State W/	Co-2020
10119	Needs-SC&C WELL 8 REPLACEMENT	2016011	Capital Project W/P	Execution	Needs-SC&C WELL 8 Lab	2019-12-31	57595.13	N	Execution	57595.13	57595.13	USD	Dec-19	PNL	State W/	Co-2020

Item ID	Account	Category	Sub-Category	Phase	Start Date	End Date	Amount	Unit	Notes	Contract	Account	Category	Sub-Category	Phase	Start Date	End Date	Amount	Unit	Notes
190004	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-07-31	2020-07-31	578.92	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-07-31	2020-07-31	578.92	USD	
725232	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-02-28	2020-02-28	686.21	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-02-28	2020-02-28	686.21	USD	
886145	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-05-01	2020-05-01	144144.63	USD			CoVUS	Supplier Invoice	Unrecovered	Unrecovered	2020-05-01	2020-05-01	144144.63	USD	
117771	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-07-31	2020-07-31	1976.92	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-07-31	2020-07-31	1976.92	USD	
162929	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-03-31	2020-03-31	2347.74	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-03-31	2020-03-31	2347.74	USD	
193619	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-03-30	2020-03-30	-7500.00	USD			CoVUS	Supplier Invoice	Unrecovered	Unrecovered	2020-03-30	2020-03-30	-7500.00	USD	
1461603	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-09-30	2020-09-30	1976.92	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-09-30	2020-09-30	1976.92	USD	
2181400	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-02-28	2020-02-28	2347.74	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-02-28	2020-02-28	2347.74	USD	
3352671	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-02-28	2020-02-28	2389.91	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-02-28	2020-02-28	2389.91	USD	
153054	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-06-30	2020-06-30	578.92	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-06-30	2020-06-30	578.92	USD	
257074	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-09-31	2020-09-31	578.92	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-09-31	2020-09-31	578.92	USD	
479090	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-10-11	2020-10-11	80.95	USD		10002	CoVUS	Time Card	Unrecovered	Unrecovered	2020-10-11	2020-10-11	80.95	USD	
1620151	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-10-31	2020-10-31	-7050.00	USD			CoVUS	Order Manual/Misc	Unrecovered	Unrecovered	2020-10-31	2020-10-31	-7050.00	USD	
1991335	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-12-29	2020-12-29	7500.00	USD			CoVUS	Supplier Invoice	Unrecovered	Unrecovered	2020-12-29	2020-12-29	7500.00	USD	
1746159	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-11-30	2020-11-30	2347.74	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-11-30	2020-11-30	2347.74	USD	
205640	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-03-31	2020-03-31	2366.71	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-03-31	2020-03-31	2366.71	USD	
2750055	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-08-31	2020-08-31	2366.71	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-08-31	2020-08-31	2366.71	USD	
3228877	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-01-31	2020-01-31	2389.91	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-01-31	2020-01-31	2389.91	USD	
4370730	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-04-30	2020-04-30	803.63	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-04-30	2020-04-30	803.63	USD	
4619218	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-09-29	2020-09-29	4644.00	USD			CoVUS	Supplier Invoice	Unrecovered	Unrecovered	2020-09-29	2020-09-29	4644.00	USD	
3749173	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-07-31	2020-07-31	2590.36	USD			CoVUS	Capitalized Interest Expense	Unrecovered	Unrecovered	2020-07-31	2020-07-31	2590.36	USD	
4297487	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-03-20	2020-03-20	3000.00	USD			CoVUS	Supplier Invoice	Unrecovered	Unrecovered	2020-03-20	2020-03-20	3000.00	USD	
4121795	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-12-31	2020-12-31	-1267.50	USD			CoVUS	Order Manual/Misc	Unrecovered	Unrecovered	2020-12-31	2020-12-31	-1267.50	USD	
4784414	2016011	Needs-SQ-C Well 6 Replacement	Capital Project W/P	Execution	2020-09-30	2020-09-30	-17.00	USD			CoVUS	Order Manual/Misc	Unrecovered	Unrecovered	2020-09-30	2020-09-30	-17.00	USD	



Item No.	Item Description	Category	Project Name	Start Date	End Date	Unit	Quantity	Unit Price	Total Price	Contract No.	Contract Date	Contract Status	Contract Type	Contract Location	Contract Value	Contract Status	Contract Value	Contract Status	Contract Value					
459146	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-11-07	2024-11-07	1	1	6366.00	6366.00	USD	6366.00	USD	6366.00	USD	6366.00	USD	6366.00	USD	6366.00	State NY	Co-2020	PM, Afloat, Seen	Nov-24	
459147	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-09-19	2024-09-19	1	1	11820.23	11820.23	USD	11820.23	USD	11820.23	USD	11820.23	USD	11820.23	USD	11820.23	USD	State NY	Co-2020	PM, Afloat, Seen	Sep-24
459148	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-08-31	2024-08-31	1	1	8601.72	8601.72	USD	8601.72	USD	8601.72	USD	8601.72	USD	8601.72	USD	8601.72	USD	State NY	Co-2020	PM, Afloat, Seen	Aug-24
459149	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-02-29	2024-02-29	1	1	4792.80	4792.80	USD	4792.80	USD	4792.80	USD	4792.80	USD	4792.80	USD	4792.80	USD	State NY	Co-2020	PM, Afloat, Seen	Feb-24
459150	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-10-04	2024-10-04	1	1	8035	8035	USD	8035	USD	8035	USD	8035	USD	8035	USD	8035	USD	State NY	Co-2020	PM, Afloat, Seen	Oct-24
459151	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-10-21	2024-10-21	1	1	8035	8035	USD	8035	USD	8035	USD	8035	USD	8035	USD	8035	USD	State NY	Co-2020	PM, Afloat, Seen	Oct-24
459152	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2023-12-06	2023-12-06	1	1	77.03	77.03	USD	77.03	USD	77.03	USD	77.03	USD	77.03	USD	77.03	USD	State NY	Co-2020	PM, Afloat, Seen	Dec-23
459153	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-10-15	2024-10-15	13.33	13.33	13.33	177.73	USD	177.73	USD	177.73	USD	177.73	USD	177.73	USD	177.73	USD	State NY	Co-2020	PM, Afloat, Seen	Oct-24
459154	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-10-17	2024-10-17	6.63	6.63	6.63	43.96	USD	43.96	USD	43.96	USD	43.96	USD	43.96	USD	43.96	USD	State NY	Co-2020	PM, Afloat, Seen	Oct-24
459155	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2022-12-22	2022-12-22	4000.00	4000.00	4000.00	16000.00	USD	16000.00	USD	16000.00	USD	16000.00	USD	16000.00	USD	16000.00	USD	State NY	Co-2020	PM, Afloat, Seen	Dec-22
459156	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-10-07	2024-10-07	1	1	8035	8035	USD	8035	USD	8035	USD	8035	USD	8035	USD	8035	USD	State NY	Co-2020	PM, Afloat, Seen	Oct-24
459157	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2023-09-30	2023-09-30	2560.36	2560.36	2560.36	6553.66	USD	6553.66	USD	6553.66	USD	6553.66	USD	6553.66	USD	6553.66	USD	State NY	Co-2020	PM, Afloat, Seen	Sep-23
459158	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-05-31	2024-05-31	8035.69	8035.69	8035.69	64535.69	USD	64535.69	USD	64535.69	USD	64535.69	USD	64535.69	USD	64535.69	USD	State NY	Co-2020	PM, Afloat, Seen	May-24
459159	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-09-30	2024-09-30	1	1	-5.68	-5.68	USD	-5.68	USD	-5.68	USD	-5.68	USD	-5.68	USD	-5.68	USD	State NY	Co-2020	PM, Afloat, Seen	Sep-24
459160	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-11-07	2024-11-07	1	1	746.70	746.70	USD	746.70	USD	746.70	USD	746.70	USD	746.70	USD	746.70	USD	State NY	Co-2020	PM, Afloat, Seen	Nov-24
459161	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-11-07	2024-11-07	1	1	3662.14	3662.14	USD	3662.14	USD	3662.14	USD	3662.14	USD	3662.14	USD	3662.14	USD	State NY	Co-2020	PM, Afloat, Seen	Nov-24
459162	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2023-05-13	2023-05-13	248.00	248.00	248.00	6192.00	USD	6192.00	USD	6192.00	USD	6192.00	USD	6192.00	USD	6192.00	USD	State NY	Co-2020	PM, Afloat, Seen	Jun-23
459163	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2024-09-24	2024-09-24	11.81	11.81	11.81	139.56	USD	139.56	USD	139.56	USD	139.56	USD	139.56	USD	139.56	USD	State NY	Co-2020	PM, Afloat, Seen	Jul-24
459164	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2023-04-25	2023-04-25	22.50	22.50	22.50	225.00	USD	225.00	USD	225.00	USD	225.00	USD	225.00	USD	225.00	USD	State NY	Co-2020	PM, Afloat, Seen	May-23
459165	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2023-05-10	2023-05-10	15.39	15.39	15.39	153.90	USD	153.90	USD	153.90	USD	153.90	USD	153.90	USD	153.90	USD	State NY	Co-2020	PM, Afloat, Seen	May-23
459166	Needs-SC&C WELL 6 REPLACEMENT	Capital Project W/P	Labovistal 2020-301000 Spring Creek W	2023-10-18	2023-10-18	7.26	7.26	7.26	55.68	USD	55.68	USD	55.68	USD	55.68	USD	55.68	USD	55.68	USD	State NY	Co-2020	PM, Afloat, Seen	Oct-23



Item ID	Item Name	Category	Start Date	End Date	Unit	Quantity	Unit Price	Total Price	Account	Contract	Payment Method	Invoice Date	Invoice Amount	Payment Status	Notes		
801386	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2016-01-31	2016-03-31	608.21	USD	608.21	608.21	Capitalized Expenditure	30610	Unrecovered	Unrecovered	608.21	USD	Mar-21	State NY	Co-2020
1080180	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2016-05-30	2016-05-30	2126.69	USD	2126.69	2126.69	Capitalized Expenditure	43210	Unrecovered	Unrecovered	2126.69	USD	Jun-21	State NY	Co-2020
1566508	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2017-10-20	2017-10-20	38600.00	USD	38600.00	38600.00	Capitalized Expenditure	101800	Unrecovered	Unrecovered	38600.00	USD	Oct-21	State NY	Co-2020
4260145	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2024-11-07	2024-11-07	5000.00	USD	5000.00	5000.00	Unrecovered	105076	Unrecovered	Unrecovered	5000.00	USD	Nov-24	State NY	Co-2020
4260314	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2024-03-27	2024-03-27	220895.64	USD	220895.64	220895.64	Unrecovered	105076	Unrecovered	Unrecovered	220895.64	USD	Mar-24	State NY	Co-2020
4791007	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2024-10-03	2024-10-03	10000	USD	80.05	80.05	Unrecovered	105076	Unrecovered	Unrecovered	80.05	USD	Oct-24	State NY	Co-2020
4603334	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2024-06-26	2024-06-26	12.10	USD	12.10	12.10	Unrecovered	105076	Unrecovered	Unrecovered	12.10	USD	Jun-24	State NY	Co-2020
4603335	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2024-06-26	2024-06-26	610.52	USD	610.52	610.52	Unrecovered	105076	Unrecovered	Unrecovered	610.52	USD	Jun-24	State NY	Co-2020
620004	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2021-01-31	2021-01-31	608.21	USD	608.21	608.21	Unrecovered	105076	Unrecovered	Unrecovered	608.21	USD	Jan-21	State NY	Co-2020
2162199	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2022-03-01	2022-03-01	2968.75	USD	2968.75	2968.75	Unrecovered	105076	Unrecovered	Unrecovered	2968.75	USD	Mar-22	State NY	Co-2020
2003724	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2022-01-31	2022-01-31	2347.74	USD	2347.74	2347.74	Unrecovered	105076	Unrecovered	Unrecovered	2347.74	USD	Jan-22	State NY	Co-2020
1027413	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2021-12-31	2021-12-31	2363.12	USD	2363.12	2363.12	Unrecovered	105076	Unrecovered	Unrecovered	2363.12	USD	Dec-21	State NY	Co-2020
1318262	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2021-08-31	2021-08-31	1976.92	USD	1976.92	1976.92	Unrecovered	105076	Unrecovered	Unrecovered	1976.92	USD	Aug-21	State NY	Co-2020
3148397	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2022-12-31	2022-12-31	2269.91	USD	2269.91	2269.91	Unrecovered	105076	Unrecovered	Unrecovered	2269.91	USD	Dec-22	State NY	Co-2020
320204	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2020-09-30	2020-09-30	576.92	USD	576.92	576.92	Unrecovered	105076	Unrecovered	Unrecovered	576.92	USD	Sep-20	State NY	Co-2020
500015	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2020-12-09	2020-12-09	4500.00	USD	4500.00	4500.00	Unrecovered	105076	Unrecovered	Unrecovered	4500.00	USD	Dec-20	State NY	Co-2020
556216	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2020-12-31	2020-12-31	608.21	USD	608.21	608.21	Unrecovered	105076	Unrecovered	Unrecovered	608.21	USD	Dec-20	State NY	Co-2020
686207	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2021-05-25	2021-05-25	34031.60	USD	34031.60	34031.60	Unrecovered	105076	Unrecovered	Unrecovered	34031.60	USD	May-21	State NY	Co-2020
1007145	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2021-06-30	2021-06-30	2967.00	USD	2967.00	2967.00	Unrecovered	105076	Unrecovered	Unrecovered	2967.00	USD	Jun-21	State NY	Co-2020
620304	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2021-04-22	2021-04-22	46209.52	USD	46209.52	46209.52	Unrecovered	105076	Unrecovered	Unrecovered	46209.52	USD	Apr-21	State NY	Co-2020
603276	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2021-04-30	2021-04-30	911.11	USD	911.11	911.11	Unrecovered	105076	Unrecovered	Unrecovered	911.11	USD	Apr-21	State NY	Co-2020
1009145	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2021-06-30	2021-06-30	1040.00	USD	1040.00	1040.00	Unrecovered	105076	Unrecovered	Unrecovered	1040.00	USD	Jun-21	State NY	Co-2020
1009145	Needs-SQ-C WELL 6 REPLACEMENT	Capital Project W/P	2021-06-30	2021-06-30	2033.00	USD	2033.00	2033.00	Unrecovered	105076	Unrecovered	Unrecovered	2033.00	USD	Jun-21	State NY	Co-2020



Item ID	Description	Category	Code	Start Date	End Date	Unit	Quantity	Unit Price	Total Price	Notes	Contract	State	Year
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-09-01	2024-10-09	1	10002	Seen	80.95	80.95	USD	80.95	USD	04-24
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-10-31	2020-10-31	4	10002	Seen	578.92	578.92	USD	578.92	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-11-30	2020-11-30	4	10002	Seen	578.92	578.92	USD	578.92	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2021-06-30	2021-06-30	1	10002	Seen	1717.50	1717.50	USD	1717.50	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-05-31	2020-05-31	4	10002	Seen	2070.74	2070.74	USD	2070.74	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-04-30	2020-04-30	4	10002	Seen	2366.71	2366.71	USD	2366.71	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-10-31	2020-10-31	4	10002	Seen	2070.64	2070.64	USD	2070.64	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-09-30	2020-09-30	1	10002	Seen	80.95	80.95	USD	80.95	USD	04-24
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-12-07	2020-12-07	1	10002	Seen	77.03	77.03	USD	77.03	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2024-10-14	2024-10-14	41.63	10002	Seen	41.63	41.63	USD	41.63	USD	04-24
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2024-06-26	2024-06-26	17.64	10002	Seen	17.64	17.64	USD	17.64	USD	04-24
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-05-15	2020-05-15	15	10002	Seen	15.00	15.00	USD	15.00	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-07-31	2020-07-31	2366.71	10002	Seen	2366.71	2366.71	USD	2366.71	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-10-31	2020-10-31	4	10002	Seen	601.08	601.08	USD	601.08	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-11-30	2020-11-30	2070.64	10002	Seen	2070.64	2070.64	USD	2070.64	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-11-07	2020-11-07	3020.12	10002	Seen	3020.12	3020.12	USD	3020.12	USD	04-29
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-10-15	2020-10-15	4.64	10002	Seen	4.64	4.64	USD	4.64	USD	04-24
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-10-16	2020-10-16	17.82	10002	Seen	17.82	17.82	USD	17.82	USD	04-24
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-10-19	2020-10-19	7.44	10002	Seen	7.44	7.44	USD	7.44	USD	04-24
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-04-30	2020-04-30	453.50	10002	Seen	453.50	453.50	USD	453.50	USD	04-24
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2020-04-04	2020-04-04	253.50	10002	Seen	253.50	253.50	USD	253.50	USD	04-24
2016011	Needs-SQ-C WELL 6 REPLACEMENT	Execution	2019-12-17	2019-12-17	1	10002	Seen	3136.00	3136.00	USD	3136.00	USD	04-29

**Attachment JTE-7 to Exhibit \_\_\_\_\_**

**Attachment JTE-7 to Exhibit \_\_\_\_\_**

Attachment - E

- D. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
  - 1. This Contract for Construction of a Small Project.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Scope of Work (Attachment F)
  - 5. Exhibits to this Contract (enumerated as follows):
    - a. Exhibit 1 – Approved Civil Plan Set.
    - b. Exhibit 2 – Approve Electrical Plan Set.
    - c. Exhibit 2 – Approved Structural Plan Set.
    - d. Exhibit 4 – Approved Structural Calcs.
  - 6. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Notice to Proceed (EJCDC® C-550).
    - b. Change Orders (EJCDC® C-941).

**ARTICLE 3—ENGINEER**

3.01 *Engineer*

- A. The Engineer for this Project is Mike Hardy P.E., PG, WRS, Lumos and Associates.

**ARTICLE 4—CONTRACT TIMES**

4.01 *Contract Times*

- A. The Work will be substantially complete on or before December 15, 2024, and completed and ready for final payment on or before December 25, 2024.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay

in completion (but not as a penalty) Contractor shall pay Owner \$500.00 for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor’s Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor’s subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer’s comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

**ARTICLE 5—CONTRACT PRICE**

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Equipping					
Item	Description	Est. Qty.	U/M	Unit Price	Total
1	Mobilization/Demobilization of equipment and materials including site restoration (not to exceed 10% of total project cost)	1	LS		\$2,500
2	Permits (State, County, and SCA County)	1	LS		\$18,600
3	Preparation of Storm Water Pollution Prevention Plan	1	LS		\$1,500
4	Site Preparation and grading	1	LS		\$18,600
5	Furnish and install 8-inch Pitless Adapter unit with 4-inch Discharge	1	LS		\$18,000

# **Attachment JTE-8 to Exhibit \_\_\_\_\_**

## **Attachment JTE-8 to Exhibit \_\_\_\_\_**

# Purchase Agreement

#10781797 Revision #Original Nov 26, 2024

Quote ID: 32030221



**Customer Information**

GREAT BASIN WATER CO  
  
1240 E STATE ST STE 115  
PAHRUMP, NV 89048  
GEORGE.VELIZ@NEXUSWG.COM

**Customer Account #**

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**Customer Sales Tax Exempt #**

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**Use County/State**

NYE,NV

**Purchaser Type**

1 Commercial

**Rewards #**

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**Transaction Type**

Cash Sale

**Market Use**

Gas/Water/Electric

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**Seller Information**

Stotz Equipment  
6361 Dean Martin Drive  
Las Vegas, NV 89118  
702-263-4512  
Dealer Account #: 078660

I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

**Equipment**

QTY	New	Used	Equipment & Value Added Services	Meter	Product ID #	Price
1	x		JOHN DEERE 331G COMPACT TRACK LOADER Stock # A197400		1T0331GMARF466979	\$ 87,845.27
1	x		BYT10226 Severe Duty Door			\$ 3,301.00
1			BYT10085 Severe Duty Door Hardware			\$ 144.00
1			AT436025 Hose Guide			\$ 229.00
1	x		JOHN DEERE MH60D Mulching Head Stock # A179461		1T0MH60DEN0001763	\$ 35,075.30
1	x		84 in. HD Construction Bucket (21.0 cu. ft.) with Edge Stock # A197400A			\$ 1,818.23

**Comments:**  
Customer agrees to read Operator's Manual before operation of equipment.

**Summary**

Selling Price of Purchases	\$ 128,412.80
Total Trade-In Allowance	\$ 0.00
Total Trade-In Pay-Off	\$ 0.00
Balance	\$ 128,412.80
SALES TAX - (7.60%)	\$ 9,759.37
<b>Sub-Total</b>	<b>\$ 138,172.17</b>
Cash With Order	\$ 10,000.00
Rental Applied	\$ 0.00
<b>Balance Due</b>	<b>\$ 128,172.17</b>

**Customer Signature** James T. Brown 27-Nov-2024

**Customer Signature** \_\_\_\_\_

**Accepted By** Michael Smith

**Date Accepted** 26-Nov-2024

**Salesperson** SMITH,MICHAEL D

**Delivered On** \_\_\_\_\_ **Warranty Begins** \_\_\_\_\_

**Delivery Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

**Telematics:** Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

**ACKNOWLEDGEMENTS- I (We)** promise to pay the Balance Due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

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# Purchase Agreement

#10781809 Revision #Original Nov 26, 2024  
Quote ID: 32013010



**Customer Information**  
GREAT BASIN WATER CO

1240 E STATE ST STE 115  
PAHRUMP, NV 89048  
GEORGE.VELIZ@NEXUSWG.COM

**Customer Account #**  
---

**Customer Sales Tax Exempt #**  
---

**Use County/State**  
NYE,NV

**Purchaser Type**  
1 Commercial

**Rewards #**  
---

**Transaction Type**  
Cash Sale

**Market Use**  
Gas/Water/Electric  
82

**Seller Information**

Stotz Equipment  
6361 Dean Martin Drive  
Las Vegas, NV 89118  
702-263-4512  
Dealer Account #: 078680

I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

**Equipment**

QTY	New	Used	Equipment & Value Added Services	Meter	Product ID #	Price
1	X		2024 GEARMORE GR-300-HF	0		\$ 1,875.00

**Comments:**  
Customer agrees to read Operator's Manual before operation of equipment.

**Summary**

Selling Price of Purchases	\$ 1,875.00
Total Trade-In Allowance	\$ 0.00
Total Trade-In Pay-Off	\$ 0.00
Balance	\$ 1,875.00
SALES TAX - (7.60%)	\$ 142.50
<b>Sub-Total</b>	<b>\$ 2,017.50</b>
Cash With Order	\$ 0.00
Rental Applied	\$ 0.00
<b>Balance Due</b>	<b>\$ 2,017.50</b>

**Customer Signature** James T. Olson 27-NOV-2024  
Signed by: James T. Olson 17136144128643

**Customer Signature** \_\_\_\_\_

**Accepted By** Michael D. Smith  
Signed by: Michael D. Smith 17136144128643

**Date Accepted** 26-NOV-2024

**Salesperson** SMITH, MICHAEL D

**Delivered On** \_\_\_\_\_ **Warranty Begins** \_\_\_\_\_

**Delivery Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

**Telematics:** Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

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**Attachment JTE-9 to Exhibit \_\_\_\_\_**

**Attachment JTE-9 to Exhibit \_\_\_\_\_**

# Purchase Agreement

#10781797 Revision #Original Nov 26, 2024

Quote ID: 32030221



**Customer Information**

GREAT BASIN WATER CO  
  
1240 E STATE ST STE 115  
PAHRUMP, NV 89048  
GEORGE.VELIZ@NEXUSWG.COM

**Customer Account #**

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**Customer Sales Tax Exempt #**

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**Use County/State**

NYE,NV

**Purchaser Type**

1 Commercial

**Rewards #**

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**Transaction Type**

Cash Sale

**Market Use**

Gas/Water/Electric

82

**Seller Information**

Stotz Equipment  
6361 Dean Martin Drive  
Las Vegas, NV 89118  
702-263-4512  
Dealer Account #: 078660

I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

**Equipment**

QTY	New	Used	Equipment & Value Added Services	Meter	Product ID #	Price
1	x		JOHN DEERE 331G COMPACT TRACK LOADER Stock # A197400		1T0331GMARF466979	\$ 87,845.27
1	x		BYT10226 Severe Duty Door			\$ 3,301.00
1			BYT10085 Severe Duty Door Hardware			\$ 144.00
1			AT436025 Hose Guide			\$ 229.00
1	x		JOHN DEERE MH60D Mulching Head Stock # A179461		1T0MH60DEN0001763	\$ 35,075.30
1	x		84 in. HD Construction Bucket (21.0 cu. ft.) with Edge Stock # A197400A			\$ 1,818.23

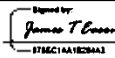
**Comments:**

Customer agrees to read Operator's Manual before operation of equipment.

**Summary**

Selling Price of Purchases	\$ 128,412.80
Total Trade-In Allowance	\$ 0.00
Total Trade-In Pay-Off	\$ 0.00
Balance	\$ 128,412.80
SALES TAX - (7.60%)	\$ 9,759.37
<b>Sub-Total</b>	<b>\$ 138,172.17</b>
Cash With Order	\$ 10,000.00
Rental Applied	\$ 0.00
<b>Balance Due</b>	<b>\$ 128,172.17</b>

**Customer Signature**


 \_\_\_\_\_  
 27-Nov-2024

**Customer Signature**

\_\_\_\_\_

**Accepted By**


 \_\_\_\_\_  
 26-Nov-2024

**Date Accepted**

\_\_\_\_\_

**Salesperson**

SMITH,MICHAEL D

**Delivered On**

\_\_\_\_\_

**Warranty Begins**

\_\_\_\_\_

**Delivery Signature**

\_\_\_\_\_

**Date**

\_\_\_\_\_

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# Purchase Agreement

#10781809 Revision #Original Nov 26, 2024  
Quote ID: 32013010



**Customer Information**  
GREAT BASIN WATER CO

1240 E STATE ST STE 115  
PAHRUMP, NV 89048  
GEORGE.VELIZ@NEXUSWG.COM

**Customer Account #**  
---

**Customer Sales Tax Exempt #**  
---

**Use County/State**  
NYE,NV

**Purchaser Type**  
1 Commercial

**Rewards #**  
---

**Transaction Type**  
Cash Sale

**Market Use**  
Gas/Water/Electric  
82

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**Equipment**

QTY	New	Used	Equipment & Value Added Services	Meter	Product ID #	Price
1	X		2024 GEARMORE GR-300-HF	0		\$ 1,875.00

**Comments:**  
Customer agrees to read Operator's Manual before operation of equipment.

**Summary**

Selling Price of Purchases	\$ 1,875.00
Total Trade-In Allowance	\$ 0.00
Total Trade-In Pay-Off	\$ 0.00
Balance	\$ 1,875.00
SALES TAX - (7.60%)	\$ 142.50
<b>Sub-Total</b>	<b>\$ 2,017.50</b>
Cash With Order	\$ 0.00
Rental Applied	\$ 0.00
<b>Balance Due</b>	<b>\$ 2,017.50</b>

**Customer Signature** James T. Olson 27-NOV-2024  
Signed by: James T. Olson 10781809126643

**Customer Signature** \_\_\_\_\_

**Accepted By** Michael D. Smith  
Signed by: Michael D. Smith 10781809126643

**Date Accepted** 26-NOV-2024

**Salesperson** SMITH, MICHAEL D

**Delivered On** \_\_\_\_\_ **Warranty Begins** \_\_\_\_\_

**Delivery Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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**Attachment JTE-10 to Exhibit \_\_\_\_\_**

**Attachment JTE-10 to Exhibit \_\_\_\_\_**

**JTE-10**

**Eason Attachments Index**

<b>No.</b>	<b>Description</b>
JTE-01	President Job Descriptions
JTE-02	James Eason Resume
JTE-03	SCD New Well 8 - Contracts
JTE-04	SCD New Well 8 – Reports and other Supporting Documents
JTE-05	SCD Well 8 – Project Status
JTE-06	SCD Well 8 – Project Costs
JTE-07	SCD Well 8 – Liquidated Damages
JTE-08	PD Skid Steer – Costs
JTE-09	PD Skid Steer – Contracts
JTE-10	Attachments Index

# **DOLINKO TESTIMONY**

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**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

**oo0oo**

In the Matter of:

Docket No. 24-\_\_\_\_\_

Application of Great Basin Water Co. for authority to consolidate and increase its annual revenue requirements for water and sewer service and to consolidate and adjust the rates charged to all classes of customers in the Pahrump, Spring Creek, Cold Springs and Spanish Springs Divisions and for other relief properly related thereto.

**PREPARED DIRECT TESTIMONY OF  
ALEKSEY V. DOLINKO  
ON BEHALF OF GREAT BASIN WATER CO.**

December 4, 2024



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**PREPARED DIRECT TESTIMONY**  
**OF ALEKSEY V. DOLINKO**  
**ON BEHALF OF GREAT BASIN WATER CO.**

**Q.1 PLEASE STATE YOUR NAME, PRESENT POSITION AND BUSINESS ADDRESS.**

A.1 My name is Aleksey Dolinko, and I am the Director of Financial Planning and Analysis (“FP&A”) for the Great Basin Water Co. (“GBWC” or the “Utility”). My business address is 500 W. Monroe St, Chicago, Illinois 60661.

**Q.2 WHAT ARE YOUR DUTIES IN YOUR CURRENT POSITION?**

A.2 As the Director of FP&A, I perform the budgeting, forecasting and analytical processes that support an organization's financial health and business strategy. I combine analysis of both operational and financial data to help align business processes and strategies with financial goals, and to evaluate progress toward those goals. I also lead regulatory filings with the Public Utilities Commission of Nevada (“Commission”), including but not limited to rate cases, System Improvement Rate filings, and decoupling filings.

**Q.3 WHAT IS YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND?**

A.3 I graduated from the University of Illinois at Chicago (“UIC”) in 2008 with bachelor’s degrees in Finance and Information Decision Sciences. In 2013, I completed my Master’s in Business Administration from the University of Chicago, Booth School of Business.

I have worked for GBWC since September 2016. During this time I have supported the business operations in Nevada and Arizona. Prior to joining GBWC, I worked for Allstate Insurance for eight (8) years; I started as a Financial Analyst and left the company as a Finance Manager.

1 **Q.4 HAVE YOU TESTIFIED PREVIOUSLY BEFORE THE PUBLIC UTILITIES**  
2 **COMMISSION OF NEVADA (THE “COMMISSION”)?**

3 A.4 Yes. I have testified in twenty-six (26) dockets:

- 4
- 5 1. Docket No. 16-12006, *GBWC Spring Creek Meter Reading.*
- 6 2. Docket No. 16-12037, *GBWC Pahrump GRC.*
- 7 3. Docket No. 17-12022, *GBWC Spring Creek GRC.*
- 8 4. Docket No. 18-03005, *GBWC 2018 Consolidated IRP.*
- 9 5. Docket No. 18-11014, *GBWC Cold Springs/Spanish Springs GRC.*
- 10 6. Docket No. 19-12029, *GBWC Pahrump GRC.*
- 11 7. Docket No. 20-07005, *Pahrump Decoupling #1*
- 12 8. Docket No. 20-07015, *GBWC Cold Springs GRC.*
- 13 9. Docket No. 20-07017, *GBWC Spring Creek GRC.*
- 14 10. Docket No. 20-08021, *Spanish Springs Decoupling #1*
- 15 11. Docket No. 20-08023, *Cold Springs Decoupling #1*
- 16 12. Docket No. 21-03042, *SIR Well 2 PD.*
- 17 13. Docket No. 21-06009, *SIR Dewatering PD.*
- 18 14. Docket No. 21-08019, *Spanish Springs Decoupling #2*
- 19 15. Docket No. 21-08020, *Cold Springs Decoupling #2*
- 20 16. Docket No. 21-12025, *GBWC 2021 Consolidated GRC*
- 21 17. Docket No. 22-02028, *Pahrump Decoupling #3*
- 22 18. Docket No. 22-08026, *Spanish Springs Decoupling #3*
- 23 19. Docket No. 22-10007, *Annual SIR Compliance*
- 24 20. Docket No. 23-02032, *Pahrump Decoupling #4*
- 25 21. Docket No. 23-09015, *SIR Firebird Circle Loop PD*
- 26 22. Docket No. 23-10017, *NV Consolidated Decoupling #1*
- 27 23. Docket No. 23-12020, *SIR Pahrump Mountain Falls Tank 1 Floor Replacement*
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24. Docket No. 24-02018, *SIR Spring Creek Pipeline Replacement*

25. Docket No. 24-02023, *SIR Pahrump Water SCADA and Mt. View Pipeline*

26. Docket No. 24-03003, *GBWC Consolidated 2024 IRP*

**Q.5 HAVE YOU TESTIFIED BEFORE ANY OTHER PUBLIC UTILITIES COMMISSION?**

A.5 Yes. I have testified before the Arizona Corporation Commission in two (2) dockets:

1. Docket No. W-01812A-20-0109, *Bermuda Water Co 2020 Rate Case*
2. Docket No. W-01812A-22-0256, *Bermuda Water Co 2022 Rate Case*

**Q.6 WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS DOCKET?**

A.6 The purpose of my testimony is to support the Company’s application. My testimony is provided in the following sections:

1. Water Revenue Annualization
2. Sewer Revenue Annualization
3. Misc. Revenue Annualization
4. Regulatory Asset Treatment of Test Wells in Spanish Springs and Cold Springs
5. Recovery of Salaries
6. Recovery of Short-Term Incentives Bonus
7. Corporate Allocations
8. Legal Expense Normalization
9. Travel Expense Analysis
10. Chemical Expense Annualization
11. Account “Other Plant and System Maintenance” Normalization
12. Rent Expense Annualization
13. Recovery of Line Locator Position
14. Board of Director Fees

1 15. Recovery of Perquisites and Special Allowances

2  
3 **Section 1. Water Revenue Annualization**

4  
5 **Q7. HIGH LEVEL, PLEASE DESCRIBE THE WATER REVENUE**  
6 **ANNUALIZATION PROCESS.**

7 A7. Two (2) components make up Water Sales Revenues: (1) the fixed, Base Fee (2)  
8 Consumption / Volumetric Charge. The first step is to calculate the annualized Base Fees.  
9 That is done by taking the current base fee and multiplying it by the billing determinants  
10 at the end of the test year. To identify the final billing determinants, GBWC utilized the  
11 active customers as of July 31, 2024, based on a report from the billing system provided to  
12 us by the corporate billing team. This approach is modified from the 2021 General Rate  
13 Case (“GRC”), Docket No. 21-12025, but is consistent with the approach from the 2024  
14 Consolidated IRP, Docket No. 24-03002. The approach utilized in this GRC and the 2024  
15 IRP is simpler and less prone to manual data entry errors.

16  
17 Calculating the volumetric revenues takes several more steps. The first step is to calculate  
18 the average consumption per billing determinant in each consumption tier. Using the  
19 average consumption per billing determinant and the final billing determinants calculated  
20 earlier, it is possible to project the future total annual consumption at each tier. That can be  
21 multiplied by the current rate to get the final volumetric revenues. Please note that for  
22 those systems (Pahrump and Spring Creek) that have active System Improvement Rate  
23 (“SIR”) sur-charges, the SIR revenues are included in volumetric annualized revenues.  
24 These SIR charges will be discontinued in connection with the implementation of the 2024  
25 GRC rates.

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27 **Q8. HOW MANY YEARS OF DATA WERE USED FOR THE ANNUALIZATION OF**  
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**VOLUMETRIC REVENUES?**

A8. Consistent with the approach from the 2021 GRC, we utilized three (3) years of billing data. We believe that this approach creates a more accurate projection of future revenues.

**Q9. WHAT CONSUMPTION TIER BREAKPOINTS ARE USED IN CALCULATING ANNUALIZED REVENUES?**

A9. For the purpose of revenue annualization, we used the existing customer tier breakpoints that are approved in GBWC’s current tariff.

**Q10. ARE CUSTOMER CLASS DEFINITIONS ALIGNED ACROSS ALL OF GBWC’S DIVISIONS?**

A10. Yes. The definitions were aligned across all divisions in the 2021 GRC.

**Q11. IS GBWC PROPOSING ANY DEFINITION CHANGES?**

A11. Yes. GBWC is proposing that the Non-Residential customer class include Apartment Complexes where consumption is billed to a landlord/owner from one meter servicing multiple units. We believe that these accounts are more comparable to a commercial customer vs a multi-residential unit that is individually metered. The customers have been re-classified to a “Commercial” service agreement in the confidential workpapers utilized in this rate case.

**Q12. SINCE YOU ARE USING 3 YEARS OF DATA TO QUANTIFY AVERAGE USAGE, DID YOU ALIGN CUSTOMER CLASS DEFINITIONS ACROSS ALL HISTORIC YEARS?**

A12. Yes. To make sure we have accurate averages, all customer data is based on currently proposed customer classifications and definitions.

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**Q13. IN PREPARING THIS GRC, DID GBWC DISCOVER AN ISSUE WITH METER SIZES USED FOR BILLING CUSTOMERS?**

A13. Yes. While preparing this rate case, GBWC discovered that there is a subset of customers for whom the meter size that is physically installed does not match the meter size being billed. GBWC performed a field audit for each meter premise where there is a difference between the meter size physically installed and the meter size being billed to identify the correct meter size. Billing data for revenue annualization calculations has been adjusted to reflect the correct size across all files utilized in calculating annualized revenues. The operations team is in the process of updating the information in the billing system and GBWC will issue refunds to customers who have been charged for a larger meter than is serving their premise. The confidential workpapers now include a column for a “Correct Meter Size” for easy identification of these changes.

**Q14. HOW WILL REVENUE ANNUALIZATION BE ADJUSTED DURING THE CERTIFICATION FILING?**

A14. GBWC will update the active customer counts as of November 30, 2024, but will not adjust the 3-year average consumption calculations. This is consistent with the approach from the 2021 GRC.

**Section 2. Sewer Revenue Annualization**

**Q15. HIGH LEVEL, PLEASE DESCRIBE THE SEWER REVENUE ANNUALIZATION PROCESS.**

A15. The identical billing report was utilized to identify active sewer customers as of July 31, 2024. Meter sizes were aligned to the correct meter size where necessary. Given the flat fee structure of sewer rates, the active customer counts were multiplied by the tariff rate and then again by 12 to arrive at annualized revenues. There are no active SIRs impacting

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sewer in this GRC.

**Section 3. Misc. Revenues Annualization**

**Q16. WHY WAS THERE A NEED TO ANNUALIZE MISC. REVENUES?**

A16. In April 2024, I discovered that not all the Misc. Fees were set up properly in our billing system, resulting in some customers being overcharged for Misc. Fees. Analysis was performed, and refunds issued to those customers who were over-charged the Misc. Fees. Late fees were unaffected by this error. As such the test year for Misc. Revenues is not accurate.

**Q17. HOW WERE THE MISC. REVENUES ANNUALIZED?**

A17. The FUSION accounting system tracks Misc. Revenues through two (2) accounts: (1) Account 411039 (Other Revenues) and Account 411042 (Late Payment Charge). As late payment charges were correct throughout the test year, the test year value was kept for the purpose of the annualization calculation. Because the issue was with the Other Revenue account, the last two (2) months (June and July) were used to create an annualization. I took the average between the two (2) months and then multiplied it by 12. This was done at the division level. Since we are filling a Certification filing utilizing a November 30, 2024 time period, we will be able to update the annualization of the Other Revenue account utilizing an additional 4 months of actuals.

**Section 4. Regulatory Asset Treatment of Test Wells in Spanish Springs and Cold Springs**

**Q18. WHAT KIND OF REGULATORY TREATMENT IS GBWC REQUESTING REGARDING THE PROJECT COSTS FOR THE TEST WELLS IN SPANISH SPRINGS AND COLD SPRINGS?**

1 A18. GBWC is requesting that the costs incurred for the two test well projects be treated as rate  
2 base and be moved from Construction Work in Process to a Regulatory Asset Account.  
3

4 **Q19. WHAT UNIFORM SYSTEM OF ACCOUNTS (USOA) ACCOUNT IS GBWC**  
5 **RECOMMENDING THE COST BE BOOKED IN?**

6 A19. We are recommending that account 186.2 (Other Deferred Debits) be used to house the  
7 costs. Please reference the definitions provided in Attachment AVD-1 to Account 186  
8 (Miscellaneous Deferred Debits). As defined in section A of the definitions, this account  
9 can be used for unusual or extraordinary expenses. Because the costs incurred for the two  
10 wells do not fit into the definitions of 186.1 nor 186.3, we can place them into sub-account  
11 186.2. The Commission can authorize an additional sub-account (for example 186.4), but  
12 we do not believe it is necessary at this time.  
13

14 **Q20. DO YOU BELIEVE THAT THE COSTS INCURRED FOR THESE TWO**  
15 **PROJECTS ARE UNUSUAL OR EXTRAORDINARY?**

16 A20. I believe that the costs are both unusual and extraordinary, as significant investment and  
17 effort have been put into identifying viable alternative sources of water in the two systems,  
18 but none could be found at this time. These costs would clearly be considered Plant in  
19 Service if a source of supply was discovered and new wells had been constructed, but  
20 because no new assets are in service, these costs are stranded. GBWC believes that it should  
21 be allowed to recover these prudently spent costs, but recognizes that closing these costs  
22 to a plant account is not proper. Thus, we are requesting these costs be included in Rate  
23 Base as a Regulatory Asset.  
24

25 **Q21. ARE YOU RECOMMENDING THAT THE ASSETS AMORTIZE OVER 3**  
26 **YEARS?**

27 A21. No, GBWC recommends an amortization period of thirty (30) years to be consistent with  
28



1 a useful life of a well. This reduces the revenue requirement, and thus bill impact to  
2 customers in this rate case.

3  
4 **Section 5. Recovery of Salaries and Associated Benefits**

5  
6 **Q22. WHAT IS GBWC’S COMPENSATION PHILOSOPHY?**

7 A22. GBWC continues to manage costs in conjunction with maintaining a talented team in place  
8 to provide service to our customers – now and into the future. In order to manage and  
9 maintain costs it is imperative to attract and retain the best talent, GBWC must be  
10 competitive in the national, regional, and local markets. The Company’s compensation  
11 structure for employees includes some or all the following – base pay, benefits (health  
12 insurance, leave, retirement), and variable pay.

13  
14 **Q23. WHAT ARE THE TWO TYPES OF VARIABLE PAY?**

15 A23. There are two types of variable pay: (1) Short-Term Incentive and (2) Long-Term  
16 Incentive. GBWC believes that Long-Term Incentive plan is an important part of total  
17 compensation and consistent with market practice, thus should be eligible for recovery.  
18 However, GBWC has chosen not to seek recovery of those costs in this rate case. GBWC  
19 is seeking recovery of the Short-Term Incentive plan as described in Section 6 of this  
20 testimony.

21  
22 **Q24. HAS GBWC CONDUCTED A COMPENSATION STUDY AS AGREED UPON IN**  
23 **THE STIPULATION TO THE 2021 RATE CASE?**

24 A24. Yes, a study was conducted for all employees whose compensation is requested for  
25 recovery in this rate case, at the director level and above. The study looked at both salaries  
26 and variable pay. The study is being provided with the Application via the data room. *See*  
27 *Dataroom, Dolinko Testimony, folder entitled “Compensation Study.”*

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**Q25. WHAT WERE THE FINAL RESULTS OF THE COMPENSATION STUDY?**

A25. The study concluded that total compensation (base and variable) is consistent with the current market, and that design of variable compensation is consistent with market practices.

**Q26. PLEASE DESCRIBE THE REQUEST FOR “LOCAL” SALARIES AND WAGES IN THIS RATE CASE.**

A26. For the purpose of this testimony, local salaries/wages are those that are directly costed to GBWC and are not part of Corporate Allocations. In this docket, GBWC is requesting recovery for forty-nine (49) such positions. A description of these positions can be found below:

Positions Allocated to NV at 2.4%

- Senior Vice President (“SVP”) and his Director, Financial Planning and Analysis (“Director FP&A”): The SVP and his Director, FP&A oversee operations in Alaska, Canada, Arizona and Nevada, also described as the Western Business Unit (“West BU”). While the majority of these employees’ time is spent running the utility in Alaska, 10% of their time is associated with the oversight of operations in Canada, Arizona and Nevada.

Positions Allocated to NV at 23.6%

- There are three (3) positions that support the “West BU”
  - Environmental Compliance Manager
  - GIS Specialist
  - HR Business Partner

Positions Allocated at 76.4%

- These positions support operations in Nevada and Arizona. They include
  - President

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- Director, State Operation
- Compliance Manager
- Finance & Regulatory Team:
  - Director, FP&A,
  - Senior Financial Analyst,
  - Financial Analyst
  - Water Conservation Coordinator
  - Purchasing and Regulatory Support
- Project Management Team:
  - Manager, Project Management
  - Project Manager
  - Business Manager

Positions Allocated at 100%

- These positions support NV-specific operations.
  - Field Ops Team:
    - 4 Area Managers
    - 4 Lead Operators
    - 19 Field Techs and Operators
    - 2 Operations Support
  - 4 Customer Experience Specialists

**Q27. PLEASE DESCRIBE THE MAIN DIFFERENCES BETWEEN THE TEST YEAR AND THE CERT YEAR.**

A27. There are a number of changes that have occurred between the end of the test year and the end of the Certification period impacting the requested amount of Salaries & Wages. The following is the list of the major changes:

- The Director, FP&A (reporting to SVP) and Environmental Compliance Manager

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started to allocate costs to GBWC

- HR Business Partner was hired and started to allocate costs to GBWC
- Employee #10427, was promoted to Director of State Operations and now oversees all Area Managers. Salary now allocates between NV and AZ.
- Employee #10092, was promoted to Manager, Project Management, and now oversees 3 employees.
- Employee #31365, promoted to Business Manager.
- Employee #10029, promoted to Lead Operator, after previous Lead Operator left the company.
- All vacant field ops positions are filled.
- 4 Customer Experience Specialist are direct charged to the GBWC, vs being allocated through Corp Allocations.

**Q28. PLEASE DESCRIBE THE OVERTIME CALCULATIONS.**

A28. Hourly employees are paid two different amounts for overtime depending on circumstances: 1.5-times hourly wage and 2.0-times hourly wage.

- 1.5-times rate goes into effect if an employee works more than 8 hours per day or more than 40 hours per week.
- 2.0-time rate goes into effect when an employee is on-call, and receives a call out on a weekend or holiday.

The following steps were taken to calculate the Overtime expense:

1. Calculate the number of hours of overtime for each manager. Those hours were split into 1.5-time and 2.0-times categories.
2. The overtime hours were split evenly between currently active employees reporting to each manager.
3. The overtime hours were then multiplied by each employee's wage.

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**Q29. PLEASE DESCRIBE THE CALCULATION OF ON-CALL PAY.**

A29. On-Call Pay is another component of compensation (separate from overtime). Employees who are on call for a given day receive 1.5 times their hourly rate for that day. To calculate the on-call pay amount, it was first identified how many employees are part of the on-call rotation for each area. Then the following equation was used:

$$\text{Hourly Rate} \times 1.5 \times (52 \text{ weeks per year}) / (\# \text{ of Employees on Rotation}) \times 7 \text{ days a week}$$

**Q30. IS GBWC REQUESTING AN EXPECTED CHANGE IN CIRCUMSTANCES (ECIC) ADJUSTMENT TO PAYROLL TAXES?**

A30. Yes. The Federal Insurance Contribution Act limit is increasing from \$168,600 to \$176,100 from 2024 to 2025<sup>1</sup>. GBWC reflects this change as a ECIC adjustment to Payroll Taxes.

**Section 6. Recovery of Short-Term Incentive Bonus**

**Q31. PLEASE DESCRIBE THE 2024 SHORT TERM INCENTIVE (STI) PORGRAM**

A31. At its core, the STI program is an annual bonus which is calculated based on a percentage of salary. The percentage that is paid out is dependent on two things: performance on specific business targets and the eligible employee’s position within the company.

The targets differ by the functional area that the employee supports, and are comprised of 6 categories:

- 1. Financial
- 2. Safety First
- 3. Environmental Stewardship

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<sup>1</sup> See, e.g., <https://www.nerdwallet.com/article/taxes/fica-tax-withholding>

4. Employee Success

5. Customer Care

6. Business Process

The following table shows what percentage each category makes up in each functional area:

Category	ELT	CFO	BU	Legal	HSE	HR	Corp Dev	Shared Services	Call Center	AP	Billing	IT	Finance
Financial	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%
Safety First	20%	5%	20%	10%	10%	5%	5%	5%	5%	5%	5%	5%	5%
Environmental Stewardship	15%	0%	15%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Employee Success	5%	5%	5%	5%	5%	20%	5%	5%	5%	5%	5%	5%	5%
Customer Care	15%	5%	15%	20%	10%	10%	5%	25%	25%	25%	35%	25%	15%
Business Processes	0%	40%	0%	20%	30%	20%	40%	20%	20%	20%	10%	20%	30%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

The target payout is set based on the position within the company. It ranges from 75% for the CEO to 10% for an Area Manager.

**Q32. WHAT ARE THE COMPONENTS OF THE BUSINESS UNIT (BU) STI PROGRAM?**

A32. Below is the detailed breakdown of specific metrics for each of the categories above related to the BU functional area:

Major Category	Category	% of Total	Result Level
Financial	EBITDA	40.00%	Nexus Overall
Financial	Controllable Expenses	5.00%	Nexus Overall
Safety First	Total ORIR	10.00%	Business Unit
Safety First	Preventable Vehicle Incident Rate	5.00%	Business Unit
Safety First	Near Miss Reporting Ratio to Recordable Incidents	5.00%	Business Unit
Environmental Stewardship	Days in Compliance Water MCL (BU)	7.50%	Business Unit
Environmental Stewardship	Days in Compliance Wastewater (BU)	7.50%	Business Unit
Employee Success	% of employees who complete 8 hours of Career Development Training (BU)	5.00%	Business Unit
Customer Care	Average Number of Community Service Hours per Employee (BU)	5.00%	Business Unit
Customer Care	% of bills rendered inaccurately for the cycle (BU)	5.00%	Business Unit
Customer Care	% of bills rendered within 7 days of the scheduled billing date (BU)	5.00%	Business Unit
		<b>Total %</b>	<b>100.00%</b>

**Q33. IS GBWC REQUESTING RECOVERY FOR ALL THE METRICS LISTED ABOVE?**

1 A33. While GBWC believes that employee performance in each of the metrics above provides  
2 a benefit to the customer, in this rate case, GBWC is not requesting recovery for the  
3 EBITDA component of the STI program in this rate case. Thus, the recovery request is set  
4 to 60% of target payout for all positions (both BU and Corporate).

5  
6 **Q34. WHY IS THE MEASUREMENT OF RESULTS AT NEXUS OR BU LEVEL**  
7 **APPROPRIATE IN THE CONTEXT OF STI?**

8 A34. Measuring results at the Nexus and Business Unit level leads to increased collaboration  
9 across the leadership team eligible for the STI program. When STI programs are only  
10 designed on an individual basis, they can lead to competition amongst employees for the  
11 best result and thus not share best practices with their peers, leading to inefficiencies within  
12 the organization. Additionally, exceptional performance in one area can benefit all  
13 customers. For example, significant O&M savings, or other EBITDA pickups in one state,  
14 can generate cashflow to fund projects in a different state. Improved financial performance  
15 allows access to both debt and capital for all parts of Nexus, not just the area that generated  
16 the favorable returns.

17  
18 **Q35. PLEASE EXPLAIN HOW THE CATEGORIES REQUESTED FOR RECOVERY**  
19 **BENEFIT THE CUSTOMERS.**

20 A35. Please see below:

- 21 1. Controllable Expenses → this category encourages leaders in the organization to  
22 spend every dollar with intent and find ways to mitigate impacts of unexpected  
23 inflationary pressure. This mentality mitigates O&M increases between rate cases.
- 24 2. Total Reportable OSHA Incident Rate → minimizing workplace injuries is  
25 extremely important and benefits the customer in lower healthcare costs and a more  
26 efficient workforce.
- 27 3. Preventable Vehicle Incident Rate → lowers vehicle repair and insurance costs.

- 1 4. Near Miss Reporting Ratio to Incident Rate → this creates an environment where  
2 employees are actively looking and reporting for near misses, thus creating a safer  
3 work environment, which reduces injury rate in the long run.
- 4 5. Days in Compliances - Water → directly benefits the customers by ensuring high  
5 quality water is provided to them.
- 6 6. Days in Compliance - Sewer → directly benefits the customers by ensuring that  
7 sewer effluent returned to the environment meets all necessary standards.
- 8 7. % of Employees who complete 8 hours of Career Development Training →  
9 encourages leaders to push continued education for all employees, which leads to  
10 improved overall workforce performance with service and safety benefits to the  
11 benefit of customer.
- 12 8. Average number of community service hours per employee → encourages leaders  
13 to spend time and help the communities that they serve.
- 14 9. % of bill rendered inaccurately for the cycle → minimizes billing issues and re-  
15 reads.
- 16 10. % of bill rendered within 7 days of scheduled billing date → makes sure customers  
17 are billed with consistency to reduce unnecessary complications to their finances.

18  
19 **Q36. WHICH EMPLOYEES IN THE WESTERN BU ARE ELIGIBLE FOR THE STI?**

20 A36. The following positions are eligible for STI and the target annual payout:

- 21 1. Senior Vice President – 50%
- 22 2. President – 30%
- 23 3. Director of State Operations – 20%
- 24 4. Director, FP&A – 20%
- 25 5. Environmental Compliance Manager – 10%
- 26 6. Manager, Project Management – 10%
- 27 7. Compliance Manager – 10%



1 8. HR Business Partner – 10%

2 9. All Area Managers – 10%

3 Please note that this an expansion of the STI program from the prior rate case, where only  
4 the President and Director of State Operations were part of the business unit STI program<sup>2</sup>.

5  
6 **Q37. IS GBWC SEEKING RECOVERY OF STI FOR CORPORATE EMPLOYEES?**

7 A37. Yes. GBWC is seeking recovery of STI for all corporate employees. This is a change from  
8 the 2021 Rate Case, where GBWC only sought recovery for select corporate positions and  
9 did not seek recovery of any ELT STI. As GBWC believes that STI is an integral part of  
10 total compensation and is part of prudently incurred costs to operate a water utility, STI for  
11 all positions should be included for recovery.

12  
13 **Q38. HOW HAS GBWC CALCULATED THE TOTAL AMOUNT OF STI TO**  
14 **REQUEST RECOVERY FOR?**

15 A38. For Western BU employees the calculations of STI are found within the detailed “Salary  
16 Build” workbook provided in the data room. For each employee in the Western BU the  
17 calculation is as follows:

18 
$$\text{Individual STI Bonus} = \text{Annual Salary} \times \text{Target Payout} \times 60\%.$$

19 The total STI requested for recovery is the summation of all the positions together and  
20 allocated to GBWC.

21  
22 For Corporate Employees the calculation is slightly different:

23 
$$\text{Total STI Bonus} = \text{STI Accruals Apr. to Aug.} \div 5 \times 12 \times$$

24 
$$60\% \times \text{Department Allocation to GBWC}$$

25 As will be explained in Section 7, this approach follows how GBWC annualized all  
26 Corporate Allocations.

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<sup>2</sup> The SVP position did not exist during the 2021 Rate Case.

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**Q39. ARE STI BONUSES CAPPED AT A CERTAIN PERCENTAGE?**

A39. Yes, STI is capped at 1.5 times the target rate. For example, the target rate for a Director, FP&A is 20%. Thus, a maximum payout for a given year cannot exceed 30% (20% x 1.5).

**Q40. WHY ARE STI PROGRAMS IMPORTANT?**

A40. STI programs provide a meaningful incentive to perform well and are integral in attracting top talent. There are two (2) main ways that performance-based compensation, such as the EIP, actually improve performance. First, incentive compensation provides increased extrinsic motivation to excel at specific activities (whether operational or financial). The second benefit of an incentive compensation plan is that such a plan creates a self-selection for top talent. A properly designed incentive compensation plan balances base compensation (salary) and performance compensation (STI and LTI) to create an overall total compensation plan. Candidates willing to accept that a portion of their salary will be awarded based on their performance generally demonstrate a drive and effort to perform well.

A company ultimately has a choice when setting up a total compensation plan: (1) have just a base pay component or (2) have a split between base pay and performance pay. Since option 2 places a portion of compensation on performance, only potential hires who believe they have the skill set to achieve the performance goals will apply for the position. This also makes sure that if the potential employee is not able to hit the performance goal, their compensation will suffer, and they are likely to self-select to leave the company.

Another benefit of expanding STI is that it encourages people to stay within the organization and pursue professional growth in order to reach the management levels eligible for STI.

**Q41. WHY WAS THE STI PROGRAM EXPANDED SINCE THE LAST RATE CASE?**

1 A41. The STI program was expanded to align the two different STI programs from Southwest  
2 Water Company and Corix to a unified Nexus STI program, following the Corix-  
3 SouthWest corporate merger that closed on April 1, 2024. While both companies had STI  
4 programs prior to the merger, SouthWest Water Company’s program included more  
5 eligible positions, including Area Managers. In addition, the new Nexus program is more  
6 in line with current market practices than the prior Corix program.

7  
8 **Q42. WHY IS IT IMPORANT FOR THE STI PROGRAM TO REACH THE AREA**  
9 **MANAGER LEVEL?**

10 A42. As discussed in James Eason’s testimony, area managers have a lot of responsibility. They  
11 directly touch every component of STI that GBWC is seeking recovery for. As such, the  
12 current STI program provides a concrete extrinsic motivation to optimize the results across  
13 all those categories, to the benefit of customers.

14  
15 **Section 7. Corporate Allocations**

16  
17 **Q43. HOW MANY ENTERPRISE RESOURCE PLANNING SYSTEMS ARE UTILIZED**  
18 **BY NEXUS WATER GROUP (“NEXUS”)?<sup>3</sup>**

19 A43. There are two Enterprise Resource Planning (“ERP”) systems that are utilized at Nexus at  
20 this time: SAP and Oracle-based FUSION.

21  
22 **Q44. PLEASE EXPLAIN, AT A HIGH LEVEL EXPLAIN HOW THE ALLOCATION**  
23 **PROCESS WORKS.**

24 A44. Costs are pulled from the two ERPs and then allocated based on a 3-factor Modified  
25 Massachusetts Method (“MMM”) to each legal entity, such as GBWC. Once costs are at  
26 GBWC, they are allocated based on Employee Retention Credits (“ERCs”). The 3-factors

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<sup>3</sup> Nexus Water Group is the ultimate parent company of GBWC.

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utilized are:

1. Property Plant and Equipment including Work in Process
2. Trailing 12 Month Revenues
3. Trailing 3 months Salaries & Wages (excluding captime)

Allocations for a given year are based on June results from last year. Thus, 2025 allocations are based on data from June 2024.

**Q45. WHY ARE 2025 ALLOCATIONS PERCENTAGES BEING USED IN THIS RATE CASE?**

A45. Allocations for 2025 are used to calculate requested Corporate Allocations costs because those will be the allocations when rates from this rate case become effective, thus we are matching revenues and expenses.

**Q46. HOW DOES THE CURRENT PROCESS DIFFER FROM THE PROCESS USED IN THE LAST RATE CASE?**

A46. The allocation process is slightly different. In the last rate case, the pooled costs were allocated first to Water Service Corporation (“WSC”) based on the “MMM”, and then allocated from WSC to NV using ERCs, and then allocated again based on ERCs to each division within GBWC.

As described earlier, the costs are now directly allocated to GBWC based on “MMM”, and then then to each division based on ERCs. The current approach removes the intermediate step of allocating to WSC.

Under the previous ERC allocation methodology, the percentage changed month-to-month based on the ERC counts for a given month. In the new ERC allocation methodology, the percentage is fixed based on ERC counts from June of the prior year. This simplifies the allocation methodology, as it does not have to adjust every month.

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**Q47. AS OF THE END OF THE TEST YEAR, WERE CORPORATE ALLOCATIONS BOOKED BASED ON THE NEW CAM METHODOLOGY?**

A47. No. As of the end of the test year, July 31, 2024, the Company was only 4-month post-merger. That did not give enough time to analyze and create new cost structures in two ERPs. As part of November close, the corporate accounting team will be doing a true-up entry to move costs (both payroll and non-payroll related) into their respective cost centers.

**Q48. PLEASE DESCRIBE THE PROCESS OF CALCULATING CORPORATE ALLOCATION COSTS REQUESTED FOR RECOVERY IN THIS RATE CASE.**

A48. The following steps were taken to calculate the requested Corporate Allocation costs:

1. The corporate accounting group analyzed costs and created pro-forma cost pools based on the new CAM methodology for the months of April to August. This took significant work, as both the reporting structure and methodology differed from how the costs currently flow through each respective ERP. Much care was taken to make sure that costs were assigned to the area that is benefiting from these costs.
2. Next, the April to August costs were adjusted for the following reasons:
  - a. Costs associated with Donations/Sponsorships, Advertising, Fines/Penalties, and Entertainment were removed.
  - b. GBWC review all travel invoices over \$1,000 and removed those with insufficient detail or alcohol purchases.
  - c. A Commission Ordered Adjustment from an Indiana case was removed, since it was not pertinent to NV operations.
  - d. STI was adjusted down by 40%, to request recovery of 60% of target payout.
  - e. LTI was removed as it is not being requested for recovery in this rate case.
  - f. Two HR manager positions were removed as they will no longer support the Western BU, since a designated HR Business Partner was hired during the Certification Period.

- 1 g. FUSION Amortization was removed, as it is being recovered instead through  
2 Depreciation & Amortization in this filing.
- 3 3. The adjusted amounts in each cost pool/cost center were then annualized by dividing  
4 by 5 and multiplying by 12.
- 5 4. The annualized figures were then allocated to GBWC.
- 6 5. Finally, since certain costs were in Canadian Dollars, all costs were converted to U.S.  
7 Dollars based on an April to August exchange rate.
- 8

9 **Q49. PLEASE EXPLAIN WHY CHARGES RELATED TO OTHER JURISDICTIONS**  
10 **THAT COULD BE DIRECTLY ASSIGNED TO THOSE JURISDICTIONS WERE**  
11 **ALLOCATED AS PART OF CORPORATE ALLOCATIONS.**

12 A49. In general, Nexus tries to direct assign as much cost as possible to the specific jurisdiction  
13 that the specific costs support. This is a major reason why Customer Experience Specialists  
14 are now direct assigned to GBWC, vs being allocated through corporate allocations. There  
15 are situations where it may be possible to direct assign costs, but instead they are allocated  
16 through the CAM methodology. In these situations, it has been determined that the  
17 administrative burden (and thus expense) is greater than the direct benefit that would be  
18 derived from direct assigning, thus the corporate allocation is considered beneficial to  
19 customers.

20

21 **Section 8. Legal Expense Normalization**

22

23 **Q50. PLEASE DESCRIBE THE APPROACH TAKEN TO NORMALIZE LEGAL**  
24 **EXPENSES.**

25 A50. The approach taken in this rate case was to normalize legal expenses over the last 3 years  
26 (invoices paid from 8/1/2021 through 7/31/2024). We started with all costs directly charged  
27 to the company and removed invoices for which we are not seeking O&M recovery. The

28

1 detail of the removed invoices can be found in the workpaper supporting the adjustment.

2 The following lists some of the descriptions of invoices that were removed:

- 3 • Any invoices related to potential acquisitions of other utilities in the state
- 4 • Order to Show Cause docket
- 5 • Ishani Ridge → request recovery of these invoices through dollars available in
- 6 Advances in Aid of Construction (see Direct Testimony of Stella Rosell for more
- 7 detail)
- 8 • Miscoded Third Party costs

9 After removing the invoices mentioned above, we were left with invoices for five (5) over-  
10 arching categories:

- 11 1. Decoupling filings
- 12 2. SIR filings
- 13 3. Cyber Security Rulemaking docket
- 14 4. William Lyon Homes Litigation
- 15 5. NV Misc Regulatory

16 The invoices totaled approximately \$177,000. As a reminder, that represents three (3) years  
17 of spend, so the amount was divided by three (3) to arrive at the annual request of \$58,878.

18 Please note that the request amount is approximately \$63K lower than our test year  
19 expense.

20

21 **Q51. HOW WAS THE \$58,878 DISTRIBUTED BETWEEN THE DIVISIONS?**

22 A51. Because legal costs can fluctuate greatly between divisions in any given year, it was  
23 decided to allocate the requested annual amount based on ERCs.

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25 **Section 9. Travel Expense Analysis**

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27 **Q52. PLEASE DESCRIBE THE APPROACH TAKEN TO ARRIVE AT THE**

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**REQUESTED TRAVEL EXPENSE.**

A52. We conducted a detailed analysis of all travel costs incurred by GBWC during the test year. The primary focus of the analysis was to make sure that the recovery request excluded costs for (1) alcohol, (2) missing receipts, and (3) receipts missing itemized detail. In total, prior to allocations, the company removed from recovery thirty-eight (38) transactions, totaling just under \$1,300.

**Q53. WHAT WAS DONE AFTER REMOVING THESE TRANSACTIONS?**

A53. The remaining transactions, totaling \$21,535, were then allocated to the relevant department that incurred the expense. The expenses were broken down as follows:

- Spend at the division level was allocated 100% to that division.
- Spend at the State Cost Center was allocated to each division based on June 2024 ERCs, per the new CAM Allocation process.
- Spend at the Regional Cost Center was allocated to GBWC based on the 3-factor MMM (76%) and then to each division based on June 2024 ERCs, per the new CAM Allocation process.

Receipts for transactions requested for recovery can be found in the online data-room.

**Section 10. Chemical Expense Annualization**

**Q54. PLEASE DESCRIBE THE PRICE INCREASES EXPERIENCED BY GBWC FOR ITS CHEMICAL COSTS.**

A54. GBWC continues to see pricing on chemicals climb. For example, the cost of Ferric Chloride in Spring Creek has increased from \$1.68 per unit in January 2024 to \$2.03 per unit in July 2024, or a 21% increase. Another example is the cost of Chlorine in the Reno area, which has increased from a test year low of \$9.68 per unit in November 2023 to \$10.96 per unit in July 2024, or a 13% increase.



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**Q55. PLEASE DESCRIBE STEPS TAKEN TO ANNUALIZE CHEMICAL COSTS IN THIS RATE CASE.**

A55. We annualized the chemical expenses by taking the total number of units purchased and multiplying the total by the July 2024 unit price. We then added other ancillary costs such as taxes, delivery fees, and fuel surcharges. We did not include any container deposits, as any test year balance for container deposits is temporary in nature and should go down to zero over the long term.

**Section 12. “Other Plant and System Maintenance” Normalization**

**Q56. PLEASE DESCRIBE THE TYPES OF COSTS CODED TO THE “OTHER PLANT AND SYSTEM MAINTENANCE” ACCOUNT.**

A56. Costs coded to this account (account #512900) fall into six different categories:

1. Annual Preventative Maintenance
2. Multi-year tank inspections
3. Replacement of Odor Media
4. Replacement of Generator Batteries
5. Maintenance of Cla-Valves
6. Other Misc costs

**Q57. HOW MUCH COST WAS INCURRED DURING THE TEST YEAR?**

A57. In total GBWC has coded over \$355K in costs to this account across all of its divisions.

**Q58. IS GBWC REQUESTING THE TEST YEAR SPEND FOR RECOVERY?**

A58. No, GBWC is requesting \$346K in annual expense. GBWC performed several adjustments to test year costs:

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1. Normalized multi-year costs, based on expected frequency of purchase. This was done for odor control/scrubbers, specific tank inspections, and generator batteries.
2. There were two (2) Certification adjustments:
  - a. Cla-Valve Annual Maintenance that was being performed during the certification period. Total forecasted spend is \$42K, with \$7K invoiced prior to filing, and \$35K being estimated. We will update the \$35K to the invoice number in the certification filing.
  - b. Additional Odor Control purchased for the Mountain Falls Wastewater Treatment Plant. In total \$30K was spent in September, but since this purchase happens every 2 years, only \$15K is being requested for recovery.

**Section 12. Rent Expense Annualization**

**Q59. WHAT OFFICES ARE REQUESTED FOR RECOVERY IN THIS RATE CASE?**

A59. GBWC is seeking recovery for rent expense for the Reno Office and the Pahrump Office in this rate case. Both offices support both Nevada and Arizona utilities and are thus allocated to Nevada at approximately 76%.

**Q60. HOW MUCH RENT EXPENSE IS GBWC REQUESTING FOR RECOVERY?**

A60. GBWC is requesting a total of \$76,853 for recovery. The currently monthly rent for Pahrump (before allocation) is \$4,400 per month. Until December 1, 2024, the Reno office was leased on a month-to-month basis at \$4963.20 per month. As of December 1, 2024 (an expected change in circumstance), the monthly rent will be (before allocation) \$3,828 per month. The Reno Office lease addendum is included as attachment AVD-2.

**Section 13. Line Locator Position**

**Q61. PLEASE EXPLAIN GBWC’S NEED FOR THE LINE LOCATOR POSITION.**

A61. GBWC experienced a significant increase in One-Call/Call Before You Dig tickets starting in December 2021. GBWC could not complete the locates in the necessary amount of time with existing staff. GBWC hired the line locator and, per Staff’s recommendation in the 2021 GRC, established a regulatory asset to track the costs of this new position<sup>4</sup>. Over the course of 2021 through February 2024, GBWC performed 13,177 locates. That equates to 347 locates per months. The following table show the number of locates per year, along with leak and contractor strike information:

	2021	2022	2023	2024*	Total
<b>Total Water Leaks</b>	165	156	136	14	<b>471</b>
<b>Contractor Strikes</b>	10	31	29	1	<b>71</b>
<b>GBWC Mismarked</b>	7	21	22	1	<b>51</b>
<b>Total GBWC Locates</b>	2,100	7,800	3,000	277	<b>13,177</b>

<b>Contractor Strike as Percentage of Total Locates</b>	0.5%	0.4%	1.0%	0.4%	<b>0.5%</b>
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Please note, that contractor strikes make up 0.5% of total locates, which GBWC feels is an outstanding result.

**Q62. IS GBWC REQUESTING RECOVERY OF THE LINE LOCATOR POSITION THROUGH SALARY EXPENSE?**

A62. No. This position is not included in the detailed salary build discussed earlier in this testimony. Since Staff recommended setting up a regulatory asset for the costs of this position, GBWC is requesting recovery of the cost incurred through the Certification period as a regulatory asset to be amortized over 3 years.

**Q63. IS GBWC SEEKING AUHORIZATION FROM THE COMMISSION TO CONTINUE RECOVERING FUTURE COSTS AS REGULATORY ASSET?**

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<sup>4</sup> See Q/A 54 of Cindy Turiczek’s Direct Testimony in Docket 21-12025,

1 A63. Yes. GBWC would continue to book the ongoing costs of this position to the regulatory  
2 asset, and to seek recovery of the future costs in the next rate case.

3

4 **Q64. IS THERE ANOTHER OPTION FOR RECOVERY OF FUTURE COSTS?**

5 A64. Yes. The other option is to include the costs of this position as part of salary and wages.

6

7 **Q65. IS GBWC WORKING WITH CONTRACTOR TO COLLECT FUNDS FOR**  
8 **SITUATIONS WHERE CONTRACTOR WAS AT FAULT FOR HITTING GBWC**  
9 **INFRASTRUCTURE?**

10 A65. Yes. GBWC has sent out invoices for such strikes and is working to collect those funds.  
11 Any collections completed through the certification period will be included as an offset to  
12 rate base, when the certification filing is made.

13

14 **Section 14. Board of Director Fees**

15

16 **Q66. PLEASE DESCRIBE THE BOARD OF DIRECTORS FOR NEXUS?**

17 A66. The Nexus Board of Directors is comprised of nine (9) members. Five (5) members of the  
18 board are internal, and four (4) members are external. Only external members are  
19 compensated with Board of Director Fees. Biographies and qualifications of the current  
20 board members can be reviewed at Nexus' public website:  
21 <https://nexuswatergroup.com/our-company/board-of-directors/> . Each of the Board  
22 members brings a wealth of experience and knowledge to the Nexus organization.

23

24 **Q67. HOW MUCH IS GBWC REQUESTING FOR RECOVERY IN BOARD OF**  
25 **DIRECTOR FEES?**

26 A67. GBWC is requesting \$23,131 in board of director fees. The total compensation for the 4  
27 external board members is \$665,000, which is allocated to GBWC at 3.48%. Per the

28

1 stipulation in the 2021 Rate Case, GBWC is providing a schedule delineating the charges  
2 included for recovery, via the data room. See Dataroom, Dolinko Testimony, folder  
3 entitled "BOD Schedule."  
4

5 **Q68. ARE BOARD OF DIRECTOR FEES PRUDENTLY INCURRED FOR THE**  
6 **PROVISION OF SAFE AND RELIABLE WATER SERVICES TO GBWC**  
7 **CUSTOMERS?**

8 A68. Yes. Nexus is required to have a board of directors and benefits greatly from having a  
9 qualified, experienced, and engaged Board. To attract experience and knowledgeable  
10 external board members, Nexus must offer competitive compensation for their time and  
11 expertise. The Board of Directors oversees the operation of the utility to ensure prudent  
12 decision-making is being employed in all high-level aspects of business and operations. As  
13 described, the Board members bring valuable experience, expertise and independent  
14 judgments to the decision-making process. The Bord of Director fees are a required  
15 expenditure for the provision of safe and reliable water service and as such should be  
16 recovered at 100%. Additionally, having an experienced and engaged board can lead to  
17 better access to financing and growth opportunities, thus helping Nexus remain a  
18 sustainable and reliable water utility.  
19

20 **Section 15. Recovery of Perquisites and Special Allowances**  
21

22 **Q69. DOES NEXUS OFFER ALLOWANCES AND PERQUISITES TO ITS**  
23 **EXECUTIVE LEADERSHIP TEAM?**

24 A69. Yes. The practice of offering cash perquisites and allowances (such as car and cellphone)  
25 is not unusual for a company of Nexus' size.  
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27 **Q70. WHAT BENEFITS DO THESE ALLOWANCES BRING TO GBWC**  
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**CUSTOMERS?**

A70. Perquisites and allowances should be thought of as part of a total compensation and benefits package. Attracting and retaining talent is an important consideration, and including competitive perquisites/allowances in the package can do just that.

**Q71. WHAT OTHER BENEFITS DO PERQUISITES/ALLOWANCES BRING TO CUSTOMERS?**

A71. One of the reasons companies offer benefits and perquisites/allowances is because employees, in general, perceive more value from the benefit than the cash value of the benefit. Thus, companies are able to have a slightly lower base compensation level when offering different benefits, vs the compensation level that would be required to attract employees without offering these benefits. Additionally, inclusion of perquisites/allowances allows companies to manage inflationary pressure on salaries. Perquisites/allowances do not apply to the computation of STI results (thus reducing STI relative to the cash benefit being included in base pay). Additionally, perquisites are not subject to merit increase on an annual basis.

**Q.72 DOES THIS CONCLUDE YOUR TESTIMONY?**

A.72 Yes, however I reserve the right to supplement or name corrections to this testimony at the time of the hearing in this proceeding.

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**AFFIRMATION**

Pursuant to Section 703.710 of the Nevada Administrative Code, I hereby affirm that the foregoing testimony was prepared by me or under my direction and is correct to the best of my knowledge.

Signed:  \_\_\_\_\_

Dated: 12/04/2024 \_\_\_\_\_

**Attachment AVD-1 to Exhibit \_\_\_\_\_**

**Attachment AVD-1 to Exhibit \_\_\_\_\_**



## **186. Miscellaneous Deferred Debits**

- A. This account shall include all debits not elsewhere provided for, such as miscellaneous work in progress, losses on disposition of property net of income taxes, deferred by authorization of the Commission, unusual or extraordinary expenses and regulatory assets resulting from rate making actions, not included in other accounts, which are in process of amortization, and items the proper final disposition of which is uncertain.
- B. The records supporting the entries to this account shall be so kept that the utility can furnish full information as to each deferred debit, including justification for inclusion of such amounts in this account.
- C. The following subaccounts shall be maintained as a minimum unless otherwise authorized by the Commission. The utility may add additional subaccounts, if desired (such as deferred tank painting expense).

### **186.1 Deferred Rate Case Expense**

### **186.2 Other Deferred Debits**

### **186.3 Regulatory Assets**

#### **186.1 Deferred Rate Case Expense**

This account shall include all deferred debits associated with the cost of conducting rate cases before the commission.

#### **186.2 Other Deferred Debits**

This account shall include all deferred debits not properly includable in any other subaccount of account 186.

#### **186.3 Regulatory Assets**

- A. This account shall include the amounts of regulatory-created assets, not included in other accounts, resulting from the ratemaking actions of regulatory agencies. (See Definition 27.)
- B. The amounts included in this account are to be established by those charges which would have been included in net income determination in the current period under the general requirements of the Uniform System of Accounts but for it being probable that such items will be included in a different period(s) for purposes of developing the rates that the utility is authorized to charge for its utility services. When specific identification of the particular source of a regulatory asset cannot be made, such as in plant phase-ins, rate moderation plans or rate levelization plans, Account 407.5 - Amortization of Regulatory Liabilities shall be credited. The amounts recorded in this account are generally to be charged, concurrently with the recording of the amount in rates, to the same account that would have been charged if included in income when incurred, except all regulatory assets established through the use of Account 407.5 shall be charged to Account 407.4 - Amortization of Regulatory Assets, concurrent with the recovery of the amounts in rates.
- C. If rate recovery of all or part of an amount included in this account is disallowed, the disallowed amount shall be charged to Account 426 - Miscellaneous Nonutility Expenses, or Account 434 - Extraordinary Deductions, in the year of the disallowance.

# **Attachment AVD-2 to Exhibit \_\_\_\_\_**

## **Attachment AVD-2 to Exhibit \_\_\_\_\_**

**ADDENDUM – A**

To that Commercial Lease Agreement dated July 11, 2018, by and between Cypress Meadowood, LLC (Landlord), and Great Basin Water Company (Tenant) this Addendum-A supersedes the existing lease, appending the following terms and conditions:

**1. Term of Lease – Thirty-six (36) Months**

Tenant and Landlord agree to a lease term extension of thirty-six (36) months effective the Commencement Date.

**2. Commencement Date**

The new lease term will commence on December 1, 2024, and expire on November 30, 2027.

**3. Rent**

Base rent shall be paid at a following monthly rate:

Dec 1, 2024 – Nov 30, 2025	\$3,828.00/month
Dec 1, 2025 – Nov 30, 2026	\$3,981.12/month
Dec 1, 2026 – Nov 30, 2027	\$4,140.37/month

**4. Option to Extend Lease**

Landlord grants Tenant the right to exercise one (1) option to extend the lease for a three (3) year term. If Tenant chooses to exercise this option, they will provide the landlord at least one-hundred twenty (120) day advance written notice of intent to exercise the renewal option, or prior to the option expiration on July 31<sup>st</sup>, 2027. The rental rate for the renewal option shall be 95% of fair market value for comparable size, age and use properties. Upon receipt of Tenant's written notice of intent to exercise option, Landlord will provide Tenant their opinion of rental rate Fair Market Value within fifteen (15) days. Tenant shall then have fifteen (15) days to accept the Landlord's opinion, or to notify the Landlord in writing of Tenant's opinion of Fair Market Value. The parties shall promptly work together in good faith to determine a mutually acceptable lease rate Fair Market Value. If the parties are unable to reach agreement within forty-five (45) days of the original opinion, then the parties will share the expense of hiring a mutually agreed upon Independent appraiser to determine the current Fair Market Value, and both parties will be bound by the independent determination. The option will have a new commencement date of December 1, 2027, and expire on November 30, 2030. The extension will be executed by the signing of an ADDENDUM-B by both landlord and tenant.

All other terms and conditions of the original lease remain in effect during the extension period.

IN WITNESS WHEREOF, the parties have executed this ADDENDUM-A, effective upon mutual execution of this document.

<b>TENANT:</b> Great Basin Water Company By: <u>James T. Eason</u> Print Name: <u>James T. Eason</u> Title: <u>President</u> Date: <u>11/26/24</u>	<b>LANDLORD:</b> CYPRESS MEADOWOOD, LLC, a Nevada limited liability company By: <u>Steven W. Covec</u> Print Name: <u>Steven W. Covec</u> Title: <u>Managing Member</u> Date: <u>11/26/2024</u>
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# **REDMON TESTIMONY**

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**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

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In the Matter of:

Docket No. 24 - \_\_\_\_\_

Application of Great Basin Water Co. for authority to consolidate and increase its annual revenue requirements for water and sewer service and to consolidate and adjust the rates charged to all classes of customers in the Pahrump, Spring Creek, Cold Springs and Spanish Springs Divisions and for other relief properly related thereto.

**PREPARED DIRECT TESTIMONY OF  
TERRY J. REDMON, CPA  
ON BEHALF OF GREAT BASIN WATER CO.**

**December 4, 2024**

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**PREPARED DIRECT TESTIMONY OF  
TERRY J. REDMON, CPA  
ON BEHALF OF GREAT BASIN WATER CO.**

**Q.1 PLEASE STATE YOUR NAME AND PROVIDE YOUR BUSINESS ADDRESS.**

A.1 My name is Terry J. Redmon. My business address is 245 E. Liberty Street, Suite 250, Reno, NV 89501.

**Q.2 ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?**

A.2 I am testifying on behalf of the applicant, Great Basin Water Co. (“GBWC” or the “Company”) for all its divisions (the “Divisions”). On December 4, 2024, the Company filed an Application for increases in water rates and sewer rates (the “Application”) pursuant to Section 704.110 of the Nevada Revised Statutes (“NRS”) and Sections 703.2201 to 703.2481, inclusive, of the Nevada Administrative Code (“NAC”). Through the Application, the Company requests that the Public Utilities Commission of Nevada (the “Commission”) authorize the Company to consolidate its revenue requirements for its operating divisions into one revenue requirement each for water and sewer operations. The Company’s four water operating divisions, Pahrump, Spring Creek, Cold Springs, and Spanish Springs, would be combined into one revenue requirement. Similarly, the Company’s two sewer operating divisions, Pahrump and Spring Creek, would be combined into one revenue requirement. The Company, therefore, requests it be allowed to implement consolidated rates which will recover the separate revenue requirements of the Company’s consolidated water and sewer operations, respectively. The increase in the Consolidated water revenue requirement requested is \$1,950,49683 for an overall revenue requirement of \$16,718,714 and the increase requested in the Consolidated Sewer revenue requirement is \$391,316 for an overall revenue requirement of \$5,284,140.

1 **Q.3 BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

2 A.3 I am a Certified Public Accountant (“CPA”) providing consulting service to GBWC in this  
3 matter. The Company retained me to assist with preparing the Application, and to provide  
4 testimony supporting the Application in this proceeding.  
5

6 **Q.4 HAVE YOU PROVIDED YOUR CURRICULUM VITAE AS AN ATTACHMENT  
7 TO THIS TESTIMONY?**

8 A.4 Yes, it is attached as Attachment TJR-1.  
9

10 **Q.5 WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS DOCKET?**

11 A.5 The purpose of my testimony is to:  
12 1. Provide a summary of the revenue requirement changes requested by the Company for  
13 both consolidated water and sewer operations in this Application;  
14 2. Provide information concerning the adjustments to recorded results of operations and  
15 rate base for each of the consolidated water and sewer operations; and,  
16 3. Support various statements, related schedules, and workpapers included in the filing.  
17

18 **Q.6 PLEASE EXPLAIN THE FORMAT OF THE COMPANY’S FILING.**

19 A.6 As in previous filings of GBWC, the Divisions have utilized the Commission’s required  
20 format for Class A water companies with few exceptions, as agreed to by the Commission  
21 Staff, with the addition of several schedules and workpapers to comply with the  
22 Commission’s regulations.  
23

24 **Q.7 IS THE COMPANY PRESENTING ALL NECESSARY STATEMENTS AND  
25 SCHEDULES IN THE FILING?**

26 A.7 Yes, the Company prepared and is presenting the statements and schedules that the  
27 Commission’s Regulatory Operations Staff (“Staff”) has deemed necessary pursuant to  
28 NAC 703.22073(2). For this filing, the Company is filing the same statements and

1 schedules that had been previously approved for use in GBWC’s last consolidated rate case  
2 filing in Docket No. 21-12025.

3  
4 **Q.8 CAN YOU DESCRIBE THE PRESENTATION AND FLOW OF ADJUSTMENTS**  
5 **TO BOTH SETS OF REVENUE REQUIREMENT MODELS FOR RECORDED**  
6 **AMOUNTS INCLUDED IN THE COMPANY’S BOOKS AND RECORDS?**

7 A.8 First, as previously mentioned, the Company is requesting the Commission authorize it to  
8 combine the revenue requirements from each of its water and sewer operating divisions  
9 into two consolidated revenue requirements – one for water and one for sewer. As such,  
10 there would also be consolidated rate designs for each water and sewer consolidated filing.  
11 The consolidated revenue requirements would be recovered with one set of rates for water  
12 and one set of rates for sewer. Each combined operation – water and sewer – has its own  
13 individual and distinct revenue requirement model and rate design along with appurtenant  
14 workpapers. In addition, the Company retained a rate design expert to prepare its rate  
15 design requests in this filing.

16  
17 To provide comparative information, the Company also prepared revenue requirement  
18 models for each individual operating division (Pahrump water and sewer, Spring Creek  
19 water and sewer, Cold Springs water, and Spanish Springs water.) These revenue  
20 requirement models are contained in Supporting Appendices 1-6 of the Company’s filing.

21  
22 In accordance with the Commission’s regulations, the Company has included a separate  
23 set of workpapers for the water and sewer operations detailing the adjustments to each  
24 operation’s booked amounts to specifically identify those adjustments. To assist the parties  
25 and the Commission in reviewing the application, a separate workpaper exists for each  
26 adjustment from recorded rate base as of the end of the test year and results of operations  
27 during the test year for each revenue model. Each adjustment to rate base flows from the  
28 individual adjustment’s workpaper(s), contained in the filing, to Statements G WP, the



1 summary document detailing all rate base adjustments for each model. The adjustments  
2 flow from G WP to Statements G. In addition, where rate base adjustments affected actual  
3 depreciable plant-in-service balances, as recorded, the adjustments also simultaneously  
4 flow to Statements L/L-1 in order to adjust annualized depreciation expense accordingly.  
5

6 Similarly, each adjustment to the results of Company operations flows from the individual  
7 adjustment's workpaper(s), contained in the filing, to Statements H WP, the summary  
8 document detailing all results of operations adjustments for each model. The adjustments  
9 from H WP then flow to Statements H.  
10

11 This presentation provides an easy to read and understand set of workpapers for the  
12 Commission and parties to follow. In addition, there is a referencing workpaper, labeled  
13 as Statements G Ref and Statements H Ref for both water and sewer models. These  
14 workpapers provide a detailed listing of all the Company's account numbers and  
15 descriptions of those accounts as contained on the Trial Balance (labeled as "Statements N  
16 - Input Sheet" in the filing). In order to understand which accounts are contained in a  
17 particular NARUC account classification as shown on Statements G, Schedules G-1 and  
18 G-2, and Statements H, a review of the referencing workpaper provides which Company  
19 accounts are included in each NARUC account category shown on those statements and  
20 schedules.  
21

22 **Q.9 WHAT STATEMENTS AND SCHEDULES ARE YOU SPONSORING IN THIS**  
23 **PROCEEDING?**

24 A.9 Specifically, I sponsor all the following statements and schedules in this filing for both the  
25 water and sewer filings:

- 26 1. Statements F;
- 27 2. Statements G, including schedules and workpapers;
- 28 3. Statements H, including schedules and workpapers;

- 1 4. Statements J;
- 2 5. Schedules K-5;
- 3 6. Schedules K-7;
- 4 7. Statements L/L1
- 5 8. Statements M;
- 6 9. Statements N; and,
- 7 10. Statements P.

8

9 **Q.10 WHAT TEST YEAR PERIOD IS THE APPLICATION BASED ON?**

10 A.10 The Application is based on the test year ending July 31, 2024 (the “Test Year”).

11

12 **Q.11 DOES THE COMPANY INTEND TO UTILIZE A CERTIFICATION FILING**  
13 **PURSUANT TO NRS 704.110(3)?**

14 A.11 Yes, the Company will be utilizing a certification period in this filing. The certification  
15 period will be the four (4) months after the end of the test period, or July 31, 2024, through  
16 November 30, 2024.

17

18 **Q.12 DOES THE COMPANY INTEND TO UTILIZE AN EXPECTED CHANGE IN**  
19 **CIRCUMSTANCES FILING AS AUTHORIZED BY NRS 704.110(4)?**

20 A.12 Yes, the Company is utilizing the expected change in circumstances (“ECIC”) filing  
21 authorized by NRS 704.110(4) for certain plant related costs.

22

23 **Summary of Requested Rate Relief**

24 **Q.13 PLEASE SUMMARIZE THE RELIEF REQUESTED BY GBWC THROUGH THE**  
25 **APPLICATION.**

26 A.13 GBWC has prepared the Application to support its requests for an increase in the combined  
27 water revenue requirement in the amount of \$1,950,496, or 13.2%. GBWC also requests  
28 an increase in its combined sewer revenue requirement in the amount of \$391,316 or 8.0%.

1 As detailed in the Statements and Schedules that comprise the filing, as well as the prepared  
2 direct testimony of the Company's other witnesses, the increase requests are based on the  
3 operating and maintenance expenses the divisions incur to provide water and sewer  
4 services to its customers, and the allowance for the Company to earn a reasonable return  
5 on the funds the shareholders have invested in each operation's rate base used to provide  
6 service to its customers.

7  
8 **Description of Statements and Schedules**

9 **Q.14 PLEASE DESCRIBE THE STATEMENTS YOU ARE SPONSORING?**

10 A.14 As previously noted, I am sponsoring both water and sewer statements and schedules in  
11 this Application. These statements and schedules are required to be submitted with a  
12 general rate application under the Nevada Administrative Code.

13  
14 There are a complete set of statements and schedules for both water and sewer operations  
15 in this filing. Some statements, schedules, and workpapers contained in the filing are the  
16 same for both water and sewer but are reproduced completely for each model set in the  
17 filing. Therefore, when reference is made to a particular statement or schedule, I am  
18 generally referring to statements and schedules for both revenue requirement models in  
19 this filing.

20  
21 **Q.15 PLEASE DESCRIBE AND EXPLAIN STATEMENTS F.**

22 A.15 Statements F detail the computation of the Company's overall capital structure and cost of  
23 that capital. The Company is utilizing the formulaic method developed by the Commission  
24 Staff to compute its return on equity ("ROE"). For the capital structure, Nexus Regulated  
25 Utilities, Inc. ("NRU") (the parent company's) capital structure is used along with the  
26 overall Company's customer deposits. This methodology has been consistently approved  
27 by the Commission in previous GBWC rate proceedings. NRU's cost of debt has also been  
28 utilized in the cost of capital calculation; however, the cost of customer deposits is the latest

1 Commission-approved rate in effect during the test period. Similarly, this methodology  
2 has been continually accepted by the Commission in the past rate filings for GBWC's  
3 divisions in Nevada. For the non-consolidated revenue requirement models, the  
4 consolidated customer deposit amounts have been utilized so the individual revenue  
5 requirements can be compared to the consolidated models with the same cost of capital  
6 inputs, which is consistent with the approach taken in the Company's 2021 Rate Case.  
7

8 **Q.16 WHAT ARE STATEMENTS G?**

9 A.16 Statements G show the amount that GBWC has invested in facilities, equipment, and other  
10 costs that have been dedicated to public water and sewer services. Specifically, Statements  
11 G and related schedules provide information concerning water and sewer rate bases. This  
12 information includes the total separate rate bases detailed by functional components  
13 including total plant assets and other debit and credit rate base components. Rate base is  
14 increased by other debits and deferred charges and reduced by accumulated depreciation,  
15 net contributions in aid of construction ("CIAC"), and other credits and deferred items  
16 providing net rate base upon which the rate of return is applied in determining the overall  
17 revenue requirements. Statements G have a summarized column of adjustments to test  
18 year booked amounts that are detailed on supporting workpapers ("G WP") for each model.  
19 Adjustments included in these workpapers are referenced to each individual adjustment's  
20 supporting workpaper contained for both water and sewer models in this filing. Statements  
21 G are also supported by Schedules G-1 and G-2 that show the test year changes in plant  
22 accounts and their associated accumulated depreciation accounts.  
23

24 **Q.17 PLEASE EXPLAIN AND DESCRIBE STATEMENT H.**

25 A.17 Statements H and related schedules contain each of the water and sewer summaries of  
26 operations and provide a view of recorded revenues and expenses along with all  
27 adjustments to recorded amounts, the revenue changes, and the revenue changes' effects  
28 on certain revenue tied expenses. Finally, the statements provide a summary of the

1 calculated revenue requirement for both water and sewer operations. The statements  
2 include supporting schedules that offer detailed calculations of revenue requirements and  
3 tax and interest synchronization adjustments. Similarly, as is the case for Statements G,  
4 Statements H include a column for summarized adjustments, by account classification, that  
5 are detailed on a supporting workpapers (“H WP”). Individual adjustments are referenced  
6 to supporting workpapers within this filing as required by the Commission’s regulations.  
7

8 **Q.18 DID THE COMPANY MAKE CERTAIN ADJUSTMENTS TO THE RECORDED**  
9 **BOOK AMOUNTS ON STATEMENTS G AND H?**

10 A.18 Yes. There are a number of adjustments that must be routinely made to booked amounts  
11 in the preparation of a rate filing. Some types of adjustments relate to annualization or  
12 normalization of revenues and expenses, which are designed to provide the Commission  
13 with a more accurate prospective view of revenues and expenses for the coming rate period,  
14 based on test year amounts, upon which the Commission can determine the most accurate  
15 rates. In addition, there are various other categories that may require adjustment, such as  
16 previous Commission-ordered adjustments and out-of-period items that must be adjusted  
17 in or out of the test period, the correction of posted book errors and mis-classifications, and  
18 the allocation of costs from the corporate and regional levels and between local operating  
19 divisions.  
20

21 As required under Commission regulations, GBWC has detailed every adjustment to each  
22 division’s recorded books. Each adjustment has its own summary workpaper included in  
23 this filing. The more detailed source information for the adjustments is included in the  
24 workpaper files. These files are being supplied with responses to the appropriate Master  
25 Data Request to all parties of record.  
26  
27  
28

1 **Q.19 SCHEDULES G ALSO CONTAIN ADJUSTMENTS FOR CASH WORKING**  
2 **CAPITAL. PLEASE DESCRIBE THOSE ADJUSTMENTS FOR THE**  
3 **COMMISSION.**

4 A.19 The Company is utilizing the 1/8<sup>th</sup> or formula method in calculating the Company's cash  
5 working capital needs. See NAC 703.22075(1). The formula calls for using adjusted  
6 operating expenses less federal income tax expense, also reduced by the effects of  
7 depreciation, amortization (including amortization of rate case and IRP costs), and bad  
8 debts. This resulting sum is then divided by a factor of 8 to determine the cash working  
9 capital needs for inclusion in rate base. These adjustments are detailed on Schedules G-5  
10 for both models in this filing.

11  
12 **Q.20 PLEASE GENERALLY EXPLAIN THE REVENUE AND EXPENSE**  
13 **ANNUALIZATION/NORMALIZATION ADJUSTMENTS MADE IN THIS**  
14 **FILING.**

15 A.20 These adjustments are designed to take the most recent experienced data within the test  
16 year to calculate the going-forward amount of known and experienced costs and revenues  
17 as of the end of the test period. For instance, revenues are adjusted to account for the  
18 change in customer billing units and customers' corresponding average usages. End-of-  
19 test-period active customers are used to calculate annualized average consumption, as  
20 determined using and average of the last three years' customer usage , which in turn is  
21 applied to current rates to determine an annualized year's revenue. In this filing, the  
22 customer count/billing unit information was utilized as of July 31, 2024. Mr. Dolinko  
23 discusses his approach to using the 3 years of customer usage data.

24  
25 Common types of such adjustments relate to revenues, labor costs, power costs, and  
26 depreciation. In addition, at times it is necessary to normalize costs where the test year  
27 data doesn't accurately reflect the going-forward amount of expense, so a normalized  
28 amount of expense is used instead. Each adjustment is summarized in the workpapers for

1 Rate Base and the Summary of Operations in Schedules G WP and H WP, respectively,  
2 which then can be traced back to the individual workpapers for each adjustment listed on  
3 these schedules. In turn, the total of these adjustments flows up to Statements G and H,  
4 respectively, in computation of each operation's overall revenue requirement.  
5

6 **Q.21 PLEASE DISCUSS THE ADJUSTMENT TO POWER EXPENSE.**

7 A.21 Annualized power expense, using test year usage and the most current electric rates in  
8 effect at the end of the test period, is included in each filing. The power usage amounts  
9 have also been adjusted by an annualized factor that mirrors the change in customer usage  
10 from average to that as of the end of the year as detailed in the revenue annualization  
11 analyses. These adjustments are summarized in the Power Annual WP and flow to  
12 Statements H, through Statements H WP. The detailed workpapers, including copies of  
13 the power invoices, are included in the workpapers supplied to the parties with the  
14 responses to the appropriate Master Data Requests.  
15

16 **Q.22 HAS GBWC INCLUDED ADJUSTMENTS TO ITS LABOR COSTS?**

17 A.22 Yes, GBWC has adjusted labor costs and related costs of employee payroll taxes, other  
18 taxes based on payroll, and certain employee benefits to annualize the costs of labor going  
19 forward based on known changes in such costs at the end of the test and certification  
20 periods. These adjustments can be seen on the Labor WP. The detailed supporting  
21 workpapers related to these adjustments are included in the workpapers supplied in  
22 response to the MDRs. Labor costs are discussed in greater detail in the direct testimony  
23 of Aleksey Dolinko.  
24

25 **Q.23 PLEASE EXPLAIN THE DEPRECIATION RATES USED BY GBWC FOR THE**  
26 **PURPOSE OF THIS FILING.**

27 A.23 A complete and detailed list of the depreciation lives and rates by plant account number is  
28 contained on Statements L/L-1. The depreciation rates used in this filing are those that

1 were approved by the Commission in the most recent consolidated rate filing in Docket  
2 No. 21-12025.

3  
4 **Q.24 PLEASE EXPLAIN AND DESCRIBE STATEMENTS J.**

5 A.24 Statements J and related schedules provide information concerning revenues during the test  
6 period, as adjusted for the effect of the change in customers and annualized consumption  
7 at the end of July 31, 2024. The revenue annualization adjustments are designed to give  
8 effect to the change in customers and consumption so revenues are more reflective of what  
9 will be experienced at end-of-test-year customer levels moving forward. This exercise will  
10 also be done for the certification filing. For water revenues, a three (3) year average of  
11 customer usage was used to smooth out any anomalous usage months that may have  
12 occurred during the test year. Sewer revenues are based on test-year end customer billing  
13 units and the current rates. Company witness Aleksey Dolinko discusses the data used by  
14 the Company in developing its water usage averages in his direct testimony in this docket.

15  
16 The adjustments for revenue annualizations are contained for water and sewer operations  
17 in the filing on Rev Annual WP. The resulting adjustments to revenues are seen in  
18 Statements J and H.

19  
20 **Q.25 PLEASE DESCRIBE AND EXPLAIN SCHEDULE K-5.**

21 A.25 Schedules K-5 provides a view of GBWC's regulatory Commission operating expenses  
22 and any adjustments made to test year recorded amounts.

23  
24 There are three (3) basic regulatory Commission-related expenses (or those expenses  
25 caused by the Commission's statutes and regulations). The Company incurs costs  
26 associated with the preparation, filing, and litigation of rate filings, tariff filings, and  
27 Integrated Resource Planning ("IRP") filings. In addition, the Commission under statute  
28 imposes a mill tax assessment on all Nevada utilities for the funding of the Commission



1 and the Bureau of Consumer Protection. This expense is detailed in the PUCN mill tax  
2 line item.

3  
4 To provide a much more detailed view of these costs, each filing has prepared separate  
5 workpapers for each cost included in this category. Therefore, Schedules K-5 references  
6 these workpaper schedules. The workpapers are Rate Case WP for the analysis of rate case  
7 costs, IRP WP for the analysis of IRP costs, and Bad Debt & Mill Tax WP for mill tax  
8 adjustments.

9  
10 **Q.26 PLEASE DESCRIBE SCHEDULE K-7 AND THE REPORT OF MATERIAL**  
11 **AFFILIATE TRANSACTIONS FOR THE COMMISSION.**

12 A.26 Schedules K-7 and GBWC’s Report of Material Affiliate Transactions identify the  
13 common asset costs, as well as the expenses, and revenues (if any) allocated to each  
14 Division using relative Equivalent Residential Customers (“ERCs”) for each business unit.  
15 As in previous rate filings, the only costs and credits associated with GBWC from affiliate  
16 companies are inbound costs and revenue (if any) allocations.

17  
18 **Q.27 PLEASE DESCRIBE AND EXPLAIN STATEMENTS L/L1.**

19 A.27 Statements L/L1 provide a detailed view of the depreciation of plant assets during the test  
20 period. In addition, the statements also detail the adjustments to depreciation expense that  
21 are necessary to provide a going-forward level of depreciation expense on which rates are  
22 based.

23  
24 GBWC depreciates its plant over the plant’s useful life using the straight-line method of  
25 depreciation. The adjusted test year-end depreciable plant was used to determine the  
26 appropriate annualized level of depreciation expense. Adjusted test year amounts also  
27 include estimated Certification period and ECIC plant additions. These calculations are  
28 detailed within Statements L/L-1. Additionally, amortization of CIAC balances is an offset

1 to depreciation charges during the year. Such CIAC amortization is taken at the weighted  
2 average of depreciation rates used for CIAC-related plant accounts, calculated separately  
3 for water and sewer. This method provides a reasonable basis of determining the proper  
4 rate at which to amortize CIAC balances and this method has been consistently approved  
5 by this Commission in previous GBWC rate filings, including Docket No. 21-12025. The  
6 consolidated weighted average CIAC rates were used in the non-consolidated division  
7 revenue requirement models to assure consistency between comparing them to the  
8 consolidated models. The amortization of CIAC has the effect of reducing depreciation  
9 expense and lowering the revenue requirements.

10  
11 An effort was made in this filing to remove the effects of group depreciation expense for  
12 vehicle assets. This was done to eliminate over depreciating these assets. In so doing, a  
13 separate calculation for each of these asset accounts was made taking into account the  
14 individual assets within each account. Where the net book value of an asset was less than  
15 the depreciation expense on the gross asset's cost during the three (3) year rate period, that  
16 asset's net book value was divided by three (3) to obtain the final annual depreciation  
17 expense for that asset. Otherwise, the asset's depreciation expense was computed  
18 normally. The depreciation expense for these accounts is shaded in green on Statements  
19 L/L1.

20  
21 **Q.28 PLEASE DESCRIBE AND EXPLAIN STATEMENTS M.**

22 A.28 NAC 703.2411 provides that Statements M “must contain a statement that shows the  
23 computation of allowances for federal income taxes for the period of testing.” Statements  
24 M are schedules showing the computation of current federal income taxes. The Company  
25 used the current effective tax rate of twenty-one percent (21%) included in the Tax Cuts  
26 and Jobs Act (“TCJA”) signed into law in December 2017 in its computation of federal  
27 income tax.  
28

1 GBWC files a consolidated federal tax return with its parent company. Since Commission  
2 regulations require federal income taxes be computed on a company stand-alone basis,  
3 GBWC has adjusted its allocated and recorded current and deferred federal income tax  
4 expense from its parent company to zero and has computed income tax expense on the  
5 stand-alone basis for water and sewer revenue requirements separately. This is  
6 summarized in Statements M and is also seen in Statements H.

7  
8 As prescribed by the Commission, the tax credit resulting from excess accumulated  
9 deferred income taxes is included in the Company's tax calculations as seen on Statement  
10 H TAX WP and the unamortized excess ADIT liability is shown as a reduction from rate  
11 base as summarized on Excess ADIT WP.

12  
13 **Q.29 PLEASE DESCRIBE AND EXPLAIN STATEMENTS N.**

14 A.29 Statements N contain the Company's trial balances for each of water and sewer operations  
15 and the allocation of any common rate base components and common components of the  
16 results of operations between the Divisions related to common costs and revenues.  
17 Allocations between individual operating divisions common cost and revenue items have  
18 been made using the aforementioned ERC method.

19  
20 In addition, this statement requires a showing of any GBWC costs that are allocated to non-  
21 jurisdictional and non-regulated utility operations. There are no such cost allocations from  
22 GBWC to any non-jurisdictional or non-regulated utility operational units of GBWC.

23  
24 GBWC's in-bound cost allocations from the parent company are included in the attachment  
25 to Schedule K-7. Thus, a test year schedule of in-bound cost allocations from regional,  
26 State, and parent company cost centers is included in Schedules K-7 and attachments.

27  
28

1 **Q.30 PLEASE DESCRIBE AND EXPLAIN STATEMENTS O.**

2 A.30 Statement O provides a summary narrative description of the design of rates for both water  
3 and sewer rate derivations. Statement O is being sponsored by Company witness Bickey  
4 Rimal. A complete description of the designs for both water and sewer rates are contained  
5 in Mr. Rimal's direct testimony.  
6

7 **Q.31 PLEASE DESCRIBE AND EXPLAIN STATEMENTS P.**

8 A.31 Statements P address any changes in accounting methods or procedures since the  
9 applicant's last rate case. There were no changes during this period to the GBWC's  
10 accounting methods or procedures.  
11

12 **Other Adjustments to Recorded Test Year Balances**

13  
14 **Q.32 PLEASE SUMMARIZE THE OTHER ADJUSTMENTS BEING MADE TO  
15 WATER AND SEWER RESPECTIVE RECORDED BOOK AMOUNTS.**

16 A.32 The remaining adjustments to recorded books can be categorized into two areas: (1) those  
17 adjustments related to previous rate filings as ordered by the Commission, and (2) other  
18 current adjustments.  
19

20 **Previous Adjustments and Commission-Ordered Adjustments**

21 **Q.33 PLEASE LIST THE PREVIOUS ADJUSTMENTS ORDERED BY THE  
22 COMMISSION.**

23 A.33 The Company has the following Commission ordered adjustments included in this filing:  
24

- 25
- 26 • EX 6A WP related to removal of franchise costs from rate base for the Pahrump  
27 Division Water;  
28

- 1 • Org Cost WP related to the removal of Organization costs and related items from
- 2 rate base for the Pahrump Division (both water and sewer) and the Spring Creek
- 3 Division (both water and sewer);
- 4 • CCA CIAC WP related to the accounting correction of certain CCA CIAC asset
- 5 contributions to the Pahrump Division (both water and sewer);
- 6 • Excess ADIT WP related to the recognition of federal tax benefits from the 2017
- 7 tax code changes affecting all divisions;
- 8 • Ishani Ridge WP related to the developer funds received by the Company and use
- 9 of those funds in Pahrump water and sewer operations;
- 10 • Water Rights WP related to the removal of certain water rights from rate base in
- 11 the Pahrump Division.
- 12

13 **Q.34 DID YOU ADJUST CERTAIN FRANCHISE COSTS IN THE PAHRUMP**  
14 **DIVISION?**

15 A.34 Yes, in Docket No. 06-12023, Utilities, Inc. of Central Nevada (“UICN”) (predecessor to  
16 the current Pahrump Division) was ordered by PUCN to permanently remove for recovery  
17 in rate base certain Franchise Costs. This adjustment is shown on EX 6A WP. This  
18 adjustment affects only Pahrump water operations. The Commission, however, allowed  
19 this cost to be amortized over sixty (60) years and this amortization is, therefore, included  
20 in test year expense.

21

22 **Q.35 PLEASE EXPLAIN THE ADJUSTMENT TO CERTAIN ORGANIZATION**  
23 **COSTS RELATED TO THE PAHRUMP AND SPRING CREEK DIVISIONS.**

24 A.35 The Company was ordered in the acquisition dockets for the Pahrump Division and Spring  
25 Creek Division and another prior docket that it must not seek recovery of the booked  
26 organization costs in any future ratemaking proceeding. Therefore, these costs have been  
27 adjusted out as seen on Org Costs WP as in past rate cases. The organization costs  
28 associated accumulated amortization and other deferred charges and credits have also been

1 removed from the filing.

2

3 **Q.36 CAN YOU DESCRIBE THE ADJUSTMENTS RELATED TO THE CCA**  
4 **RELATED PLANT AND ASSOCIATED CIAC IN THIS FILING FROM THE**  
5 **PAHRUMP DIVISION?**

6 A.36 In Docket No. 15-06063, the Company discovered the need to correct the balances of  
7 certain plant accounts related to inclusion of three (3) plant projects approved and put into  
8 service from a past rate case in Docket No. 09-12017. These plant items were actually paid  
9 for by the CCA, however, when the Company originally booked the payments made by the  
10 CCA to the Company and related plant costs, the plant costs were booked to CIAC instead  
11 of the appropriate plant in service accounts. While the net amount of rate base remains  
12 unchanged related to the plant and CIAC amounts, accumulated depreciation and  
13 depreciation expense needs to be corrected in this filing. Therefore, the plant and CIAC  
14 balances have been corrected in this filing as summarized on the CCA CIAC WP's  
15 included in both models just as it was in all Pahrump Division rate filings since Docket No.  
16 15-06063.

17

18 **Q.37 PLEASE DESCRIBE THE EXCESS ADIT WP ADJUSTMENTS.**

19 A.37 Due to the federal tax code changes in 2017, the Company had unamortized tax benefits  
20 from tax deferrals made at higher tax rates from previous tax periods on its books. As a  
21 result, the Commission ordered the Company to flow these tax benefits through to  
22 ratepayers since the Company's tax rate had statutorily decreased. The adjustments for  
23 excess accumulated deferred income taxes amortizes those benefits out to ratepayers over  
24 a period of years and includes any unamortized balances as a regulatory liability and  
25 consequent reduction to rate base.

26

27 **Q.38 PLEASE PROVIDE AN EXPLANATION FOR THE ISHANI RIDGE**  
28 **ADJUSTMENTS RELATED TO COLLECTED ADVANCES IN AID OF**

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28

**CONSTRUCTION.**

A.38 In Docket No. 12-12033, the Pahrump Division was previously authorized to accrue costs, with carrying charges, associated with the Ishani Ridge litigation related to property and plant to serve customers in that area. Also, in that docket, certain of those costs were placed into plant to reflect infrastructure in place for Ishani Ridge. In addition, there are advances in aid of construction received by the Company totaling \$150,000 for water and \$433,750 in previous years related to this development that were ordered to be reclassified from CIAC to Advances In Aid of Construction in Docket No. 12-12033. The Company proposed in its rate filing in Docket No. 16-12037 that an amount of these monies held as advances go to reimburse the Company for the remaining litigation costs that have accrued since litigation concluded. In addition, the Company is also requesting the remaining funds be used to fix the existing plant at Ishani Ridge and/or be used for a global solution to the Ishani Ridge infrastructure problems. This proposal was made in detail in Ms. Wendolyn Barnett’s direct testimony in Docket No. 16-12037. The Commission in the Pahrump Division rate case, Docket No. 19-12029, noted that the Company could seek reimbursement of costs related to the Ishani Ridge infrastructure moving forward. The Company has incurred additional costs since that last rate case related to Ishani Ridge and is requesting the Commission allow the Company to be reimbursed for those costs from the remaining AIAC funds. The requested amounts and adjustments are shown on Ishani Ridge WP.

**Q.39 CAN YOU PLEASE DISCUSS THE ADJUSTMENT TO WATER RIGHTS?**

A.39 Water rights costs were ordered to be permanently removed in the UICN rate case in Docket No. 06-12023. These costs have, therefore, been removed in this filing as detailed on Water Rights WP. This adjustment only affects the water filings.

**Q.40 WERE THERE ANY OTHER PREVIOUSLY ORDERED ADJUSTMENTS THAT ARE NOT ALREADY REFLECTED IN THE COMPANY’S BOOKS.**

1 A.40 Other than rate case and IRP costs that were approved in the Company's last rate filing but  
2 are still amortizing, there are no previous Commission-ordered adjustments that are not  
3 already reflected in the recorded books of the Company.  
4

5 **Current Case Adjustments**

6  
7 **Q.41 PLEASE EXPLAIN THE ADJUSTMENT TO FEDERAL INCOME TAX**  
8 **EXPENSE.**

9 A.41 Due to the fact that the Commission's regulations require that federal income taxes be  
10 computed on a stand-alone basis, GBWC adjusts to zero its recorded test year federal  
11 income tax expense. Taxes are then computed on a stand-alone basis based on the revenue  
12 requirements determined in this filing. The adjustments are shown on Income Tax WP.  
13 The income tax computations for both water and sewer required revenues is detailed on  
14 Statements H, H Tax WP's, and summarized on Statements M. As previously mentioned,  
15 a credit for the tax associated with the excess accumulated deferred income tax liability has  
16 been applied to the tax expense calculations. Additionally, the excess unamortized portion  
17 of the excess ADIT liability is deducted from rate base as prescribed by the Commission.  
18 This adjustment is shown on Excess ADIT WP.  
19

20 **Q.42 WERE THERE ANY RECLASSIFICATION ADJUSTMENTS FROM**  
21 **RECORDED TEST YEAR AMOUNTS?**

22 A.42 Yes, the Company has a reclassification adjustment that needs to be made to correct a  
23 misclassification recorded during the test period. The adjustment relates to power expense  
24 between the Spring Creek Division and Spanish Springs Division. Spring Creek Division  
25 Water power expense invoices totaling \$17,641 were miscoded to the Spanish Springs  
26 Division. The corrected adjustments are seen on the Power Annual WP for the Spring  
27 Creek and Spanish Springs Divisions, respectively.  
28



1 **Q.43 WERE ADJUSTMENTS CONCERNING CORPORATE ALLOCATIONS MADE**  
2 **IN THE FILING?**

3 A.43 Yes, as fully discussed in the testimony of Company witness Aleksey Dolinko, there are  
4 adjustments to remove the effect of some corporate and regional asset and expense  
5 allocations to GBWC operating divisions to avoid duplicate expenses in the rate filing.  
6 These adjustments are detailed on Corporate Alloc Assets WP. These adjustments affect  
7 all water and sewer operating divisions. The second set of adjustments in this area involve  
8 corporate expense allocations to the operating divisions. These adjustments are seen on  
9 the Corporate Allocations WP in all divisions' models.

10  
11 **Q.44 WERE THERE OTHER ASSET SALES WHERE THE COMPANY**  
12 **RECOGNIZED GAINS?**

13 A.44 Yes, the Company disposed of various small value assets and the Company is proposing to  
14 amortize these (gains)/losses over the new three (3) year rate period. The asset gain  
15 revenue account was adjusted to match the annual amortization of the (gains)/losses from  
16 the disposal of these assets. The computation of the adjustments to these accounts is shown  
17 in Asset Sale WP. In addition, the unamortized balances of the (gains)/losses are being  
18 treated as an other regulatory (credit)/debit and is being included as a (deduction)/addition  
19 to rate base on Statement G in that line item according to the USOA instructions for account  
20 253. The amortization of the (gains)/losses flow through other operating revenues on  
21 Statement H.

22  
23 **Q.45 PLEASE EXPLAIN THE PLANT HELD FOR FUTURE USE (“PHFU”) SHIFT**  
24 **ADJUSTMENTS?**

25 A.45 The Company has a small amount related to asset recovery for a portion of an oversized  
26 main in the Pahrump Division water operations that it believes is now used and useful.  
27 Therefore, the Company is requesting recovery of and on this portion of the main.  
28 Additionally, the Company discovered that a piece of plant that was excluded in the

1 Pahrump Division’s 2012 rate case as an ECIC item was inadvertently placed in plant held  
2 for future use at that time. This asset did go into service shortly after the 2012 rate case  
3 providing useful service to the ratepayers in Pahrump and should have been included in the  
4 Company’s next rate case for recovery, however, it was inadvertently omitted. The  
5 Company is requesting recovery of this asset, with no rate base treatment, as a regulatory  
6 asset to be amortized over 10 years. Both of these adjustments are seen on PHFU Shift  
7 WP in the Pahrump Division water model. Finally, the Company is requesting that PHFU  
8 amounts related to Well 10 (from the 2012 rate case) be moved to plant-in-service, because  
9 Well 10 will be online and recovered through this rate case proceeding as an ECIC project.  
10

11 **Q.46 PLEASE EXPLAIN THE ADJUSTMENTS RELATED TO THE COMPANY’S**  
12 **INFORMATION SYSTEM KNOWN AS FUSION?**

13 A.46 The Fusion asset is a cloud-based information system that the Company has invested in  
14 that replaced the old JDE IT system. The Commission authorized the costs of this project  
15 to be included as an intangible asset in plant in service and be amortized over 106 months  
16 beginning in June 2020. Corresponding O&M costs were also granted approval to be  
17 amortized over nine (9) years as an operating expense. The adjustments for these ordered  
18 approvals are shown on Fusion WP.  
19

20 **Q.47 PLEASE EXPLAIN THE ANNUALIZATION ADJUSTMENTS CONCERNING**  
21 **COSTS ASSOCIATED WITH RENT AND CHEMICALS.**

22 A.47 GBWC incurs costs for these expenses and has computed annualizing adjustments to more  
23 accurately reflect the going forward level of expense in each of these categories. In each  
24 category, the expense was annualized with the most current cost information known and  
25 experienced at the end of the test year. The individual adjustments are detailed on Rent  
26 WP and Chemical WP, respectively.  
27  
28

1 **Q.48 DID THE COMPANY NORMALIZE LEGAL EXPENSE?**

2 A.48 Yes, the Company reviewed its legal expenses over the last three (3) years and removed  
3 large anomalous legal bills and then computed a normalized three (3) year average for an  
4 appropriate level of legal expense to include in the revenue requirements. The adjustment  
5 is shown on Legal WP.

6  
7 **Q.49 WHAT IS THE PREVENTATIVE MAINTENANCE ADJUSTMENT?**

8 A.49 The Company incurs annual expenses to maintain its plant and equipment that provide  
9 service to its ratepayers. The Company has determined the proper amount of these  
10 expenses moving forward and made appropriate adjustments to test year recorded  
11 expenses. In addition, there are certification period adjustments included. These  
12 adjustments are seen on the Prev Maint WP included in each operating division's model.

13  
14 **Q.50 WERE THERE ANY ADJUSTMENTS CONCERNING VEHICLE ASSETS?**

15 A.50 The Company has refined vehicle depreciation expense to be representative of actual  
16 vehicle assets' lives. The actual depreciation on vehicles is shown on the Vehicle WP and  
17 also reflected in Statements L/L1.

18  
19 **Q.51 ARE THERE PLANT PROJECTS COMING ONLINE DURING THE  
20 CERTIFICATION PERIOD?**

21 A.51 Yes, the Company has water and sewer plant investments that have been and will be put  
22 into service during the certification period that are included in the filing. A summary of  
23 these plant costs is detailed on Cert-ECIC WP. These plant assets costs are discussed by  
24 Company witness James Eason in his prepared direct testimony in this docket. The plant  
25 costs will be updated in the Company's certification filing. In addition, the Company has  
26 normal additions to a number of plant in service accounts during the certification period  
27 and those have been estimated and included in rate base in this filing. Those adjustments  
28 are shown on Cert GL WP for both sewer and water operations. As an appropriate offset

1 adjustment, since all plant accounts get updated during the certification filing to end of  
2 certification period balances, an estimate of end of certification period accumulated  
3 depreciation and CIAC accumulated amortization is also being made in this filing. These  
4 adjustments are seen on the Cert AD WP in each operating divisions model. All of these  
5 adjustments will be trued up in the certification filing.

6  
7 **Q.52 ARE THERE PLANT PROJECTS COMING ONLINE DURING THE ECIC**  
8 **PERIOD?**

9 A.52 Yes, the Company has included for recovery three ECIC projects/capital spends for water  
10 operations that are due to go into service during the ECIC period after the filing is made.  
11 Those projects' costs are shown on the Cert-ECIC WP and are fully discussed in the  
12 prepared direct testimonies of Mr. Eason and Sean Ashcraft.

13  
14 **Q.53 PLEASE DISCUSS THE ADJUSTMENT FOR BAD DEBTS.**

15 A.53 The Company's adjustment to bad debts is to properly allocate bad debt expense between  
16 water and sewer operations for the Pahrump and Spring Creek Divisions. These  
17 adjustments are detailed in Bad Debt WP.

18  
19 **Q.54 PLEASE EXPLAIN THE ADJUSTMENTS TO PROPERTY TAX EXPENSE.**

20 A.54 Property tax expenses are reflected at actual current and experienced levels of real and  
21 personal property expenses in this filing by adjusting the recorded book amounts for water  
22 and sewer operations, respectively. The adjustments are based on an analysis of the  
23 individual county-issued property tax bills for tax year 2023-2024 for all divisions.

24  
25 **Q.55 DID THE COMPANY REMOVE DEFERRED MAINTENANCE COSTS FROM**  
26 **RATE BASE AS PREVIOUSLY ORDERED BY THE COMMISSION?**

27 A.55 In the Pahrump Division's last individual division rate case in Docket No. 19-12029, the  
28 Commission ordered that GBWC could no longer include unamortized balances of its

1 deferred assets in rate base. Additionally, only the test period amortization would be  
2 recognized in operating and maintenance expenses. In compliance with that order, the  
3 Company has not included its deferred maintenance costs in rate base. Also, associated  
4 accumulated amortization has been removed from rate base. These amounts are included  
5 on the full trial balance for each operating division, however, the Company did not include  
6 these amounts in the booked test year columns of Statement G and are, therefore, not  
7 included in rate base.

8  
9 **Q.56 CAN YOU PLEASE EXPLAIN THE REGULATORY ASSET WORKPAPER**  
10 **ADJUSTMENTS?**

11 A.56 The Company has a number of deferred costs included in its deferred asset accounts – not  
12 including deferred maintenance costs, which are discussed in the previous Q & A. The  
13 Company is requesting approval of certain deferred assets to be treated as regulatory assets  
14 and be included in rate base and amortized over their useful lives. There are several new  
15 assets where the Company is requesting regulatory asset treatment. Those assets are  
16 Spring Creek Division’s infrastructure locates, Cold Springs Division’s production well  
17 exploration project, Spanish Springs Division’s production well exploration project, and a  
18 water flow model related to the 2024 IRP.

19  
20 Some regulatory assets have already been approved by the Commission for inclusion in  
21 rate base and amortization of those costs over an appropriate period. Those previously  
22 approved costs include the Pahrump Division sewer operation’s unrecovered Discovery  
23 Park costs, and the net book value of retired meters in the Spring Creek and Cold Springs  
24 Divisions. The regulatory asset workpaper shows the unamortized costs for all these  
25 deferred assets and then computes the adjustments necessary to adjust the non-deferred  
26 maintenance deferred asset account nos. 170008 and 170010 to include only the cost of  
27 those assets. The effect of the adjustments on the Reg Asset WP removes all other costs  
28 from those two deferred asset accounts. One adjustment has its own adjustment workpaper

1 in the filing, the effect of that individual adjustment is also considered on the Reg Asset  
2 WP to avoid double counting any costs. In addition, unrecovered IRP costs, from both the  
3 2021 and 2024 IRPs, are detailed on the IRP Cost WP, however, the total IRP costs needing  
4 recovery are shown in total regulatory assets in the omnibus adjustment to accounts 170008  
5 and 170010, so the adjustment is shown on one workpaper. The Reg Asset WP shows the  
6 proper amount of deferred asset costs that are being requested for rate base treatment and  
7 also shows the effect of each deferred asset's individual adjustment also included in the  
8 filing, in order to determine the necessary adjustments to bring the deferred asset costs to  
9 the correct amount on Statements G. Therefore, only the costs of the deferred assets that  
10 the Company is requesting regulatory asset treatment of are included in Statements G in  
11 the other deferred credits or charges line item. Additionally, only the accumulated  
12 amortization related to the deferred asset costs that have begun amortizing are included in  
13 the accumulated amortization of other deferred credits or charges are included in  
14 Statements G.

15  
16 **Q.57 EXPLAIN THE ADJUSTMENT TO CERTAIN TRAVEL EXPENSES.**

17 A.57 The Company made travel expense allocations to each of its operating divisions from  
18 corporate cost centers. These adjustments are on Travel Exp WP.

19  
20 **Q.58 WHAT IS THE ROOFTOP ADJUSTMENT IN THE CERTIFICATION PERIOD?**

21 A.58 The rooftop payment certification adjustment is related to a payment to William Lyon  
22 Homes for the number of rooftop additions to hook-ups to the Pahrump water system. The  
23 Company is requesting recovery of this asset and is, therefore, included in rate base. The  
24 adjustment is seen on Rooftop WP.

25  
26 **Q.59 DOES THE FILING INCLUDE ADJUSTMENTS FOR PRIOR AND CURRENT**  
27 **RATE CASE COSTS?**

1 A.59 Yes, rate case costs are detailed in this filing. The workpaper containing this information  
2 is labeled Rate Case WP.

3  
4 Under the Commission's regulations, the Company is allowed to recover the costs of  
5 preparing, filing, and prosecuting its rate case applications. As such, any costs not  
6 recovered from the prior filed rate case but incurred in the preparation, filing, and  
7 prosecution of the last rate case can be recorded in a deferred asset account and recovered  
8 in the Company's current rate case. Those costs are included in this filing for recovery.

9  
10 The costs associated with the preparation and filing of the current rate case can be included  
11 in the current rate case for recovery. In this case, GBWC has included costs experienced  
12 and incurred in rate case preparation and estimated costs to complete the filing. The  
13 Company will update these costs when it makes its certification filing. Rate case costs are  
14 allowed recovery over a three (3) year period with the gross cost amount included in net  
15 rate base. The summary of the adjustments made to both plant and operational expenses  
16 is contained in the workpapers for in this filing. *See* Rate Case WP.

17  
18 **Q.60 CAN YOU DISCUSS THE ADJUSTMENTS RELATED TO INTEGRATED**  
19 **RESOURCE PLANNING COSTS?**

20 A.60 Similar to rate case costs, the GBWC operating divisions in Nevada prepare and file IRPs,  
21 and the Company is allowed to recover the cost of these applications. There are  
22 unrecovered IRP cases' costs that the Company is asking for recovery on in this case. The  
23 Company does have prior unrecovered rate case costs in each of its divisions. Similarly,  
24 as with rate case costs, in cases where prior IRP case costs were already included in a prior  
25 case for recovery, only the unamortized portion is included in this case for recovery over  
26 the new three (3) year rate period. Amortization has been taken into account for those prior  
27 costs through the estimated rate effective date of May 31, 2025 for this rate filing. As  
28 previously noted in the Reg Asset WP discussion, IRP costs included in rate base for

1 recovery are computed on the IRP Cost WP, but included in the adjustment for recovery  
2 on the Reg Asset WP. The only adjustment shown on the IRP Cost WP is related to the  
3 accumulated amortization adjustment for IRP costs. The details for IRP costs are contained  
4 on the IRP Cost WP in each model.  
5

6 **Q.61 ARE THERE OTHER CERTIFICATION ADJUSTMENTS?**

7 A.61 In addition to plant related cost items discussed previously, GBWC will update labor costs,  
8 power expense, rate case costs, cost of capital, and revenue in its certification filing.  
9

10 **Q.62 ARE THERE ANY OTHER ADJUSTMENTS TO RESULTS OF OPERATIONS?**

11 A.62 Yes, as a result of the change in revenue requirements, bad debt expenses and the mill tax  
12 assessments also change. The adjustments on Mill Bad Debt WP detail the adjustments  
13 due to the change in revenues. Use of the historical bad debt rate along with the  
14 Commission-approved mill tax rate, in place during the test year, have been used in the  
15 calculation of these adjustments. These adjustments are summarized on Mill Bad Debt WP  
16 for water and sewer. In order to make the consolidated revenue requirement models  
17 comparative with the individual division models, the consolidated bad debt rate was used  
18 for the individual models. Therefore, the consolidated water bad debt rate used in the  
19 revenue conversion factor, as computed on H Rev Conv WP, is used on Pahrump water,  
20 Spring Creek water, Cold Springs, and Spanish Springs models. Similarly, the  
21 consolidated sewer bad debt rate was used on Pahrump sewer and Spring Creek sewer  
22 models.  
23

24 **Q.63 DID THE COMPANY INCLUDE, AS A REDUCTION TO THE SPANISH  
25 SPRINGS DIVISION’S RATE BASE, THE NET PURCHASE ACQUISITION  
26 ADJUSTMENT?**

27 A.63 Yes, the Company included, as a reduction to the Spanish Springs Division’s rate base the  
28 purchase acquisition adjustment (“PAA”) in account no. 141901 in the amount of



1 (\$1,271,838). This PAA is included as a reduction to utility plant. The associated  
2 accumulated amortization in account no. 142901 in the amount of \$631,458 is also included  
3 in the development of rate base for Spanish Springs. These amounts are properly reflected  
4 in the Company's recorded books as of the end of the test year, and therefore, no adjustment  
5 is necessary.

6  
7 **Q.64 DOES THIS CONCLUDE YOUR TESTIMONY AT THIS TIME?**

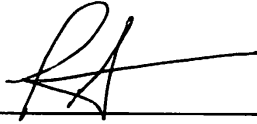
8 A.64 Yes, however I reserve the right to supplement or make corrections to this testimony at the  
9 time of the hearing in this proceeding.

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AFFIRMATION

Pursuant to Section 703.710 of the Nevada Administrative Code, I hereby affirm that the foregoing testimony was prepared by me or under my direction and is correct to the best of my knowledge.

Signed: \_\_\_\_\_

A handwritten signature in black ink, appearing to be the initials 'RA' followed by a horizontal line extending to the right.

Dated: 12/04/2024

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# **Attachment TJR-1 to Exhibit \_\_\_\_\_**

## **Attachment TJR-1 to Exhibit \_\_\_\_\_**

**TERRY J. REDMON**  
**Certified Public Accountant**

I am a Certified Public Accountant and provide accounting and attestation services, litigation support, business valuation, business consulting, and tax planning and preparation services. In addition, I provide consulting services for various entities and individuals including: regulatory audits, estate probate administrations, public utility rate and tariff filings; litigation proceedings; and business consulting and valuation engagements. I am an expert in public utility regulation and have assisted in the preparation, presentation and litigation of numerous general rate and integrated resource plan applications. I perform forensic accounting and have been qualified and testified as an expert witness on numerous occasions in Nevada District Courts and before Nevada regulatory agencies. I also perform independent financial, compliance and internal control audits for profit and non-profit entities. I provide accounting, and tax planning and preparation services for numerous non-profit entities, individuals, corporations, partnerships, estates and trusts.

For the period of 1989 to 2009, I was an instructor of college level accounting courses with the University of Nevada System.

From 1997 – 1999, I worked for Nevada Bell Telephone Co., (now AT&T, Inc.) a wholly owned subsidiary of SBC Communications, Inc., as Associate Director of Regulatory Affairs providing both state and federal regulatory management support to Nevada Bell.

From 1989 – 1994, and again from 1995 – 1997, I was employed as a regulatory technical expert and senior regulatory technical expert of the State of Nevada Attorney General's Office of the Consumer Advocate (now the Bureau of Consumer Protection). During my tenure with the Office, I represented Nevada consumers before the Public Utilities Commission of Nevada and Nevada courts. I performed investigations and evaluations of water, gas, electric, telecommunications and sewer utility rate and tariff filings. I investigated fuel and energy purchasing practices, affiliate transactions, trade secret issues, and consumer fraud. I was responsible for the direction of case preparation and presentation.

**TERRY J. REDMON**  
**Certified Public Accountant**

During the period of 1994-1995, I served as the CFO/Controller of Neuffer Homes & Development, Inc., a large development company. I was responsible for the financial and personnel management of this company.

After graduating with distinction from the University of Nevada in 1986 with a Bachelor of Science degree in Business Administration – major in Accounting, I worked for Kafoury, Armstrong & Co. (now Eide Bailly, LLP), a public accounting firm. I performed and supervised financial and compliance audits on state and local governmental entities, non-profit entities, financial institutions, and various other clients. I also performed management and computer consulting services and provided a variety of tax planning and preparation services. I have been licensed to practice as a Certified Public Accountant in Nevada since July, 1988.

Prior to my employment at Kafoury, Armstrong & Co., I worked in the financial institution industry, primarily in bank computer system installations and operations.

I am a member or past member of the following organizations:

- American Institute of Certified Public Accountants (Past Member)
- National Association of Certified Valuation Analysts (Past Member)
- Faith Lutheran Church (Past Council Member & Treasurer)
- Gymnastics Nevada Boosters (Past Board Director, President & Treasurer)
- Flips USA Gymnastics (Past Treasurer and Board Director)
- The Honor Society of Phi Kappa Phi (Member)
- Beta Alpha Psi National Accounting Fraternity (Past Member)
- Northern Nevada Dental Society Peer Review Board (Past Member)
- National Association of State Utility Consumer Advocates Tax & Accounting Committee (Past Member)
- National Association of Regulatory Utility Commissioners Staff Subcommittee on Accounts (Past Member - Observer)

**TERRY J. REDMON**  
**Certified Public Accountant**

**PARTIAL PRIOR TESTIMONIES**

I have presented expert testimony in Nevada District Court on four separate occasions. In addition, I was deposed in another case that went to trial but settled during trial. Three (3) cases involved divorce actions; one (1) case involved a civil dispute between a debtor and creditor; and, one (1) case involved the request for a temporary restraining order and preliminary injunction against the Public Utilities Commission of Nevada. The case docket numbers are:

- Docket No. CV11-02372 in the Second Judicial District Court of the State of Nevada (testified as an expert witness)
- Docket No. 06-01017A in the First Judicial District Court of the State of Nevada (testified as an expert witness)
- Docket No. DV00-03019 in the Second Judicial District Court of the State of Nevada (testified as an expert witness)
- Docket No. DV01-01559 in the Second Judicial District Court of the State of Nevada (testified as an expert witness)
- Docket No. 040I0515 in the Ninth Judicial District Court of the State of Nevada (testified in deposition as an expert witness)

I filed an expert witness report on behalf of Wells Fargo Home Mortgage, Inc., with the United States District Court of Nevada, however, the case was resolved without need of my testimony.

- In the Matter of Wes Johnson v. Wells Fargo Home Mortgage, Inc., a California Corporation, dba America's Servicing Co., et. al. (2007)

In addition, during the preceding fifteen (15) years, I have prepared, filed and, in most cases, presented testimony before the Public Utilities Commission of Nevada and the Washoe County Board of Equalization. The cases before the Public Utilities Commission of Nevada involved tariff, rate and integrated resource plan filings, and the instance of testimony before the Board of Equalization involved property tax assessment and valuation. The case docket numbers are:

- Docket No. 06-01001 before the PUCN
- Docket No. 06-01002 before the PUCN
- Docket No. 06-12023 before the PUCN
- Docket No. 07-06022 before the PUCN
- Docket No. 08-06028 before the PUCN
- Docket No. 08-06036 before the PUCN
- Docket No. 09-06037 before the PUCN
- Docket No. 09-12017 before the PUCN

**TERRY J. REDMON**  
**Certified Public Accountant**

- Docket No. 11-03002 before the PUCN
- Docket No. 11-06016 before the PUCN
- Docket No. 12-02023 before the PUCN
- Docket No. 12-03003 before the PUCN
- Docket No. 12-12033 before the PUCN
- Docket No. 13-06017 before the PUCN
- Docket No. 13-12040 before the PUCN
- Docket No. 14-02043 before the PUCN
- Docket No. 14-12033 before the PUCN
- Docket No. 15-01029 before the PUCN
- Docket No. 15-03004 before the PUCN
- Docket No. 15-06063 before the PUCN
- Docket No. 16-03006 before the PUCN
- Docket No. 16-12037 before the PUCN
- Docket No. 17-02048 before the PUCN
- Docket No. 17-12022 before the PUCN
- Docket No. 18-03005 before the PUCN
- Docket No. 18-11014 before the PUCN
- Docket No. 19-12029 before the PUCN
- Docket No. 20-07015 before the PUCN
- Docket No. 20-07017 before the PUCN
- Docket No. 20-03003 before the PUCN
- Docket No. 21-03003 before the PUCN
- Docket No. 21-12025 before the PUCN
- Docket No. 24-03003 before the PUCN
- Docket No. N/A before the Washoe County Board of Equalization

Prior to fifteen (15) years ago, I prepared and presented testimony before the Public Utilities Commission in approximately twenty (20) separate cases including: electric, gas, telecommunications and water/wastewater dockets.

**ROSELL  
TESTIMONY**



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**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

**oo0oo**

In the Matter of:

Docket No. 24-\_\_\_\_\_

Application of Great Basin Water Co. for authority to consolidate and increase its annual revenue requirements for water and sewer service and to consolidate and adjust the rates charged to all classes of customers in the Pahrump, Spring Creek, Cold Springs and Spanish Springs Divisions and for other relief properly related thereto.

**PREPARED DIRECT TESTIMONY OF  
STELLA M. ROSELL  
ON BEHALF OF GREAT BASIN WATER CO.**

December 4, 2024

**PREPARED DIRECT TESTIMONY**  
**OF STELLA M. ROSELL**  
**ON BEHALF OF GREAT BASIN WATER CO.**

1  
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3  
4  
5 **Q.1 PLEASE STATE YOUR NAME, PRESENT POSITION AND BUSINESS**  
6 **ADDRESS.**

7 A.1 My name is Stella Rosell, and I am the Senior Analyst of Financial Planning and Analysis  
8 (“FP&A”) for the Great Basin Water Co. (“GBWC” or the "Company"). My business  
9 address is 1005 Terminal Way, Suite 294, Reno, NV 89502.

10  
11 **Q.2 WHAT ARE YOUR DUTIES IN YOUR CURRENT POSITION?**

12 A.2 As the Senior Financial Analyst, I perform the budgeting, forecasting, and analytical  
13 processes that support the organization's financial health and business strategy. I combine  
14 in-depth analysis of both operational and financial data to help align business processes and  
15 strategies with financial goals, and to evaluate progress toward those goals.

16 I also assist with regulatory filings with the Public Utilities Commission of Nevada (the  
17 Commission") and the Arizona Corporation Commission (“AZCC”), including but not  
18 limited to rate cases and annual reports.

19  
20 **Q.3 WHAT IS YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND?**

21 A.3 I graduated from California State University, Fullerton in 1998 with a Bachelor's  
22 Degree in Accounting and became a licensed Certified Public Accountant with the State of  
23 California in 2001.

24  
25 I have worked for GBWC since November 2019. Prior to joining GBWC, I worked for  
26 Verizon Wireless for 16 years; I started as a Financial Analyst and left the company as  
27 an Associate Director of FP&A.

1 **Q.4 HAVE YOU TESTIFIED PREVIOUSLY BEFORE THE PUBLIC UTILITIES**  
2 **COMMISSION OF NEVADA (THE “COMMISSION”)?**

3 A.4 Yes. I have testified in four (4) dockets:

- 4 1. Docket No. 21-05024, *Pahrump Decoupling*
- 5 2. Docket No. 21-06009, *SIR Pahrump Dewatering Upgrade WWTP 3*
- 6 3. Docket No. 24-02023, *SIR Pahrump Mtn View Estates Interconnect and SCADA Water*  
7 *Upgrade Projects*
- 8 4. Docket No. 24-10008, *NV Consolidated Decoupling Year 2*

9  
10 **Q.5 HAVE YOU TESTIFIED BEFORE ANY OTHER PUBLIC UTILITIES**  
11 **COMMISSION?**

12 A.5 Yes. I have testified before the Arizona Corporation Commission in one (1) docket:

- 13 1. Docket No. W-01812A-22-0256, *Bermuda Water Co 2022 General Rate Case*

14  
15 **Q.6 WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS DOCKET?**

16 A.6 The purpose of my testimony is to support the Company’s general rate case (“GRC”)  
17 application for the following sections:

- 18 1. Regulatory Liability – Excess ADIT<sup>1</sup>
- 19 2. Plant in Service
- 20 3. FUSION Enterprise Resource Planning (“ERP”) Costs
- 21 4. Gain/(Loss) on Asset Sales
- 22 5. Ishani Ridge
- 23 6. Decoupling Request

24  
25 **Section 1. Excess ADIT and Regulatory Liability**

26  
27 \_\_\_\_\_  
28 <sup>1</sup> Accumulated Deferred Income Taxes

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**Q.7 WHAT IS THIS REGULATORY LIABILITY ADJUSTMENT TO EXCESS ADIT?**

A.7 GBWC proposes an adjustment to re-amortize the regulatory liability net balance that was approved in the Company’s prior GRC filing (Docket 21-12025). The Commission first approved the amortization of this regulatory liability in the previous dockets: 18-11014 (Cold Springs and Spanish Springs), 19-12029 (Pahrump), and 20-07017 (Spring Creek).

This adjustment is the result of the federal corporate income tax rate decreasing from thirty-five percent (35%) to twenty-one (21%) resulting from the 2017 Tax Cuts and Jobs Act, thus decreasing the ADIT balance. Since ADIT is included in the Rate Base calculation, the Company created a Regulatory Liability to offset the decrease in the ADIT balance (which first started in Docket 18-11014).

**Q.8 HOW DOES THE REGULATORY LIABILITY AMORTIZE AND WHAT ARE THE COMPONENTS?**

A.8 The amortization of this Regulatory Liability decreases the revenue requirement through a credit to federal income tax expense.

The two (2) components are: (1) unprotected and (2) protected, and the above-referenced dockets establish the amortization period for each component.

GBWC is requesting to re-amortize the unprotected component over a three (3) year useful life based on the net book value as of May 31, 2025, which is \$3,748 (\$2,666 Water; \$1,081 Sewer) of annual amortization expense. Please note that this amount is only for the Pahrump (“PD”) and Spring Creek (“SCD”) divisions as the protected component for the Cold Springs (“CSD) and Spanish Springs (“SSD”) divisions were fully amortized as of the prior GRC effective date (Docket 21-12025).

1 The protected component is amortizing using a useful life range from twenty-six and a half  
2 (26.5) to twenty-nine and a sixth (29.6) years, with an annual amortization expense of  
3 \$85,771 (\$73,035 Water; \$12,736 Sewer). Please note that the ‘Original Recorded  
4 Amount’ for the SSD was overstated in the prior GRC (Docket 21-12025) by \$1,131  
5 (which resulted in a lower revenue requirement in the 2021 GRC) and has been adjusted in  
6 this GRC filing to \$69,319 Protected and \$23,905 Unprotected (which has been fully  
7 amortized).

8  
9 **Section 2. PLANT IN SERVICE**

10 **Q.9 WHAT IS THE CERTIFICATION PERIOD ADJUSTMENT FOR LEASEHOLD**  
11 **IMPROVEMENTS?**

12 A.9 The Pahrump office will have completed \$22,207 (\$16,717 Water; \$5,490 Sewer) of  
13 improvement costs for painting, light fixtures, and baseboards by November 30, 2024. This  
14 improvement will have a 24-month depreciable life, which is the remaining useful life of  
15 the lease through October 31, 2026.

16  
17 **Q.10 INTENTIONALLY LEFT BLANK**

18 A.10 Intentionally left blank.

19  
20 **Section 3. FUSION ERP COSTS**

21 **Q.11 HAS GBWC PREVIOUSLY SUBMITTED FOR FUSION COSTS IN A GRC?**

22 A.11 Yes. GBWC requested recovery for its FUSION ERP asset in the 2020 Cold Springs GRC  
23 (Docket 20-07015), the 2020 Spring Creek GRC (Docket 20-07017), and the Company’s  
24 prior GRC filing (Docket 21-12025). In Docket 21-12025, GBWC included the FUSION  
25 projects costs as a plant-in-service asset and depreciate over 106 months. This treatment  
26 was un-opposed by Commission Staff in Docket 21-12025 and thus GBWC is requesting  
27 cost recovery consistent with Docket 21-12025.

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**Q.12 HOW ARE THE FUSION ERP COSTS RECORDED ON THE COMPANY’S BOOKS?**

A.12 FUSION costs are recorded as Other Non-Current Assets. The amortization expense charges to Corporate Allocations, which then allocates to GBWC. For recovery purposes, GBWC has removed the applicable amount of FUSION amortization expense from the Corporate Allocations annualization adjustment, to prevent double recovery of the expense dollars.

**Q.13 IS INTEREST DURING CONSTRUCTION (IDC) INCLUDED IN THE COST RECOVERY FOR FUSION?**

A.13 No. GBWC is requesting cost recovery consistent with Docket 21-12025. In Docket 21-12025, Staff recommended that IDC be excluded from cost recovery. GBWC continues to believe that IDC could be appropriately included in project costs, however, to remain consistent with the approach in the prior GRC, IDC of \$46,903 (\$868,214 at 67% then allocated to NV at 8.063%) is excluded from the cost recovery request in this filing.

**Section 4. GAIN/(LOSS) ON ASSET SALES**

**Q.14 DID GBWC SELL ASSETS THAT RESULTED IN A GAIN ON SALE?**

A.14 Yes. Since the last consolidated GRC filing, GBWC received \$15,394, allocated to the Pahrump Division, from selling meters for scrap metal. GBWC is requesting Regulatory Liability treatment for this amount over a three (3) year amortization period.

**Q.15 WHAT ASSETS DID GBWC SELL THAT RESULTED IN A LOSS ON SALE?**

A.15 Since the last consolidated GRC filing, GBWC disposed of two (2) vehicles at a loss of \$14,997 (\$11,285 Water; \$3,712 Sewer).  
One vehicle was retired with a remaining NBV of \$2,029 in October 2023. The second

1 vehicle was traded in for \$4,000, with a remaining NBV of \$16,969, as of March 2024. In  
2 January 2024, the second vehicle was struck by an uninsured driver, and the quote to repair  
3 was over \$25,000. GBWC is seeking to recover the damages from the uninsured driver  
4 but has yet to be successful.

5  
6 GBWC is requesting Regulatory Asset treatment for these amounts over a three (3) year  
7 amortization period.  
8

9 **Q.16 HOW WILL THE LOSS AND GAIN BE TREATED FOR THE PURPOSE OF THIS**  
10 **GRC?**

11 A.16 GBWC proposes that the described gain be netted against the described losses, resulting in  
12 a regulatory asset/(liability) allocated to each of the separate divisions as follows: CSD =  
13 \$2,482; SCD Water = \$3,157; SSD = \$351; PD Water = (\$10,099); SCD Sewer = \$139;  
14 PD Sewer = \$3,574.  
15

16 **Section 5. ISHANI RIDGE**

17  
18 **Q.17 PLEASE PROVIDE AN EXPLANATION FOR THE ISHANI RIDGE**  
19 **ADJUSTMENTS.**

20 A.17 The Commission approved the Company to seek reimbursement of costs related to the  
21 Ishani Ridge infrastructure in Docket No. 19-12029 (Pahrump Division General Rate  
22 Case).  
23

24 1) Since the last rate case filing (Docket 21-12025), GBWC has incurred costs of  
25 \$41,312 (\$20,321 Water; \$20,991 Sewer) related to Ishani Ridge and is requesting that  
26 the Commission allow the Company to be reimbursed for those costs from the  
27 remaining AIAC funds as shown in the filing on the Ishani Ridge WP. The incurred  
28

1 costs of \$41,312, represents the following:

- 2 • Construction of \$514 (Sewer only);
- 3 • Design/Permitting of \$10,888 (\$5,366 Water; \$5,522 Sewer);
- 4 • Legal of \$28,089 (\$14,045 Water; \$14,045 Sewer);
- 5 • Travel of \$1,820 (\$910 Water; \$910 Sewer).

6  
7 2) In Docket 21-12025, the Commission approved \$49,783 (\$11,487 Water; \$38,296  
8 Sewer) to GBWC for reimbursement from the Ishani Ridge AIAC balance. This  
9 reimbursement journal entry was booked (after the 07/2024 test year-end period) in  
10 August 2024. As such, the \$49,783 will appear as a Certification Period adjustment in  
11 this GRC filing.

12  
13 **Section 6. DECOUPLING REQUEST**

14  
15 **Q.18 DO ALL OF THE COMPANY’S DIVISIONS UTILIZE A DEFERRED WATER**  
16 **SERVICE ADJUSTMENT (“DWSA”) METHODOLOGY?**

17 A.18 Yes, all four divisions (Pahrump, Spring Creek, Cold Springs, and Spanish Springs) utilize  
18 a DWSA (also referred to as decoupling), with the most recent approval in the prior GRC  
19 (Docket No. 21-12025).

20  
21 **Q.19 WHAT IS THE COMPANY REQUESTING REGARDING A DEFERRED WATER**  
22 **SERVICE ADJUSTMENT?**

23 A.19 The Company is requesting to continue the approved decoupling methodology in all four  
24 of its divisions pursuant to NAC 704.63385(5)(b).

25  
26 There is no change to the proposed DWSA methodology from the one approved in the last  
27 consolidated GRC (Docket No. 21-12025). GBWC is requesting all four (4) of its divisions  
28



1 be included in this DWSA request, except for the Transmission Irrigation customer class  
2 in the Pahrump division. This customer class is excluded from DWSA because it uses its  
3 own water rights and is therefore not subject to the Company's Water Conservation Plan,  
4 (Docket No. 18-11013, Order dated September 16, 2019 at ¶152).

5  
6 The Company proposes to apply the requested DWSA methodology on a uniform per  
7 1,000-gallon volumetric rate by division for all customer classes (except for the  
8 Transmission Irrigation customer class in the PD). This DWSA methodology allows the  
9 Company to receive the approved water commodity revenue without regard to the actual  
10 water commodity revenue sold, meaning the Company will neither over-earn nor under-  
11 earn on consumption.

12  
13 **Q.20 WHAT INFORMATION DOES THE DECOUPLING REGULATION REQUIRE**  
14 **IN SUPPORT OF GBWC'S REQUEST TO IMPLEMENT THE DWSA?**

15 A.20 NAC 704.63385(1)(b) allows a utility to file for decoupling. NAC 704.63385(3)(a)-(d)  
16 requires that a utility provide the following items along with a decoupling request:

- 17  
18 (a) *A description of the manner in which the utility proposes to decouple*  
19 *the revenues of the utility from the quantity of water sold by the*  
20 *utility, including, without limitation, a description of:*  
21 (1) *The proposed decoupling methodology;*  
22 (2) *The manner in which the utility proposes to calculate the*  
23 *authorized revenues that will be used in the proposed*  
24 *decoupling methodology described in subparagraph (1);*  
25 *and*  
26 (3) *The process by which the utility proposes to report to the*  
27 *Commission the annual reconciliation of the actual revenue*  
28 *of the utility versus the authorized revenue of the utility and*  
*to implement the resulting change in rates;*  
(b) *An illustration of the effect on each customer class of the proposal*  
*to decouple revenue;*  
(c) *A description of any necessary and corresponding adjustments to*  
*the costs of fuel or power used to pump water and the costs of*  
*chemicals used to treat water; and*  
(d) *A plan for the education of customers of the utility with respect to*

1 *the proposal to decouple the revenue of the utility from the quantity*  
2 *of water sold by the utility.*

3 **Q.21 PLEASE EXPLAIN THE PROPOSED DECOUPLING METHODOLOGY.**

4 A.21 The DWSA methodology requested in this Application is consistent with the methodology  
5 currently used and approved across GBWC's divisions. GBWC would establish a  
6 regulatory deferred account to track the difference between Commission-approved water  
7 commodity revenues and actual water commodity revenues billed (excluding revenue from  
8 base service charges or other non-service revenue sources such as System Improvement  
9 Rates, late fees, etc.) over a twelve (12) month period. The twelve (12) month period will  
10 reset annually.

11  
12 Electric power and chemical costs will also be adjusted since these costs fluctuate based  
13 on consumption. The adjustment will be based on Commission approved electric power  
14 and chemical costs as a percentage of the approved consumption (in the Company's current  
15 rate order).

16  
17 Additionally, the net monthly balance will include 1/12<sup>th</sup> of the approved overall rate of  
18 return in this rate case filing as a carrying charge on the unamortized balance.

19  
20 The difference between revenue collected and revenue approved, net of adjustments  
21 identified above, will result in either a shortfall (under-collection) or excess (over-  
22 collection) balance in the deferred account. This deferred account net balance will be  
23 amortized over the next twelve (12) month period through a monthly rate surcharge (e.g.  
24 revenue shortfall) or monthly rate sur-credit (revenue excess) applied to customer bills to  
25 bring the deferred account balance to zero (0). Any remaining balance, at the end of the  
26 twelve (12) month amortization period, will remain in the deferred account and be included  
27 in the following period's DWSA.

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**Q.22 WHAT WILL THE ANNUAL REPORTING PROCESS LOOK LIKE?**

A.22 The Company will submit a DWSA filing to the Commission three (3) months after the completion of the twelve (12) month period. The filing will provide a reconciliation of actual versus approved commodity revenues and electric and chemical costs. After final order approval by the Commission, customers will see the DWSA sur-charge or credit on the next scheduled bill.

**Q.23 PLEASE ILLUSTRATE THE EFFECT ON EACH CUSTOMER CLASS OF THE PROPOSAL TO DECOUPLE REVENUE.**

A.23 Dependent upon whether revenues were over- or under-collected in each subsequent one (1) year period, additional charges or credits will be recovered through the appropriate DWSA rates. Those charges and credits will be based upon the amount of revenue over- or under-collected, with adjustments for marginal increases or decreases in the electricity and chemicals costs of treated water delivery.

For example, let us assume that the Commission approved consolidated annual water revenue requirement is \$2,000,000 for a given rate case. If at the end of the twelve (12) month period, the revenue collected was \$1,900,000, customers would receive a sur-charge of \$100,000 in total. If the revenue collected was on the other hand, \$2,100,000, a sur-credit of \$100,000 would be calculated. This example assumes that there is no difference in electric power and chemical costs. The sur-charge / sur-credit would be applied equally across all customers by division.

**Q.24 PLEASE EXPLAIN THE ADJUSTMENTS TO CHEMICAL AND ELECTRIC COSTS.**

A.24 The actual and approved costs would be calculated on a per-unit cost of electricity and

1 chemicals by dividing the pertinent period’s electricity and chemical costs by the amount  
2 of water sold. In other words, the authorized costs would be based on the approved per-  
3 unit costs derived in the Company’s rate case filing and the actual costs would be based on  
4 the tracking period’s costs divided by the water sold during that period. The electricity and  
5 chemical cost adjustment will be equal to the calculated per-unit cost multiplied by the  
6 amount of water that was over- or under- consumed during that same period.

7  
8 **Q.25 HOW WILL THE SPECIFIC AMOUNT OF THE SUR-CHARGE OR SUR-  
9 CREDIT BE ESTABLISHED?**

10 A.25 GBWC recommends that, once the overall balance of the deferred account (asset or  
11 liability) is established, the Company would establish a per 1,000-gallon volumetric rate  
12 by dividing the total net balance of the deferred account by the twelve (12) month  
13 consumption period for the applicable customer classes. This would establish a per-gallon  
14 rate for each customer.

15  
16 **Q.26 DOES GBWC HAVE A DWSA COMMUNICATION PLAN FOR ITS  
17 CUSTOMERS?**

18 A.26 Yes. As done with previous DWSA bill charges/credits, the Company’s proposed  
19 education plan for customers would include a short bill insert in the first bill explaining the  
20 sur-charge or sur-credit amount.

21  
22 **Q.27 HOW WILL THE DWSA APPEAR ON THE CUSTOMER’S BILL?**

23 A.27 The DWSA charge or credit will appear as a separate line item on the customer’s bill.

24  
25 **Q.28 DOES THIS CONCLUDE YOUR TESTIMONY?**

26 A.28 Yes, however I reserve the right to supplement or name corrections to this testimony at the  
27 time of the hearing in this proceeding.

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**AFFIRMATION**

Pursuant to Section 703.710 of the Nevada Administrative Code, I hereby affirm that the foregoing testimony was prepared by me or under my direction and is correct to the best of my knowledge.

Signed: Stella Rosell

Dated: 12/04/2024

# **LUBERTOZZI**

# **TESTIMONY**

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**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

**oo0oo**

In the Matter of:

Docket No. 24-\_\_\_\_\_

Application of Great Basin Water Co. for authority to consolidate and increase its annual revenue requirements for water and sewer service and to consolidate and adjust the rates charged to all classes of customers in the Pahrump, Spring Creek, Cold Springs and Spanish Springs Divisions and for other relief properly related thereto.

**PREPARED DIRECT TESTIMONY OF  
STEVEN M. LUBERTOZZI  
ON BEHALF OF GREAT BASIN WATER CO.**

December 4, 2024

**PREPARED DIRECT TESTIMONY**  
**OF STEVE LUBERTOZZI**  
**ON BEHALF OF GREAT BASIN WATER CO.**

**Q.1 PLEASE STATE YOUR NAME, PRESENT POSITION AND BUSINESS ADDRESS.**

A.1 My name is Steven M. LubertoZZi and I am the Senior Vice President of Rates, Regulatory, & Legislative Affairs for Nexus Water Group, Inc. (“NWG”), a parent company of Great Basin Water Company (“GBWC” or “Company”). My business address is 500 W. Monroe, Suite 3600, Chicago, Illinois 60661.

**Q.2 WHAT ARE YOUR DUTIES IN YOUR CURRENT POSITION?**

A.2 As the Senior Vice President of Rates, Regulatory, & Legislative Affairs, I am responsible for managing and directing NWG’s economic, regulatory, and legislative activities across North America.

**Q.3 WHAT IS YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND?**

A.3 I graduated from Indiana University in 1990, and I am a Certified Public Accountant. I earned my Master of Business Administration from Northwestern University’s Kellogg School of Management. I am a member of the American Institute of Certified Public Accountants, and I have been employed by a current affiliate of CII since June 2001. I am a current Board Member of the National Association of Water Companies, a past Board Member of the Illinois Chapter of the National Association of Water Companies, a past Board Member of the Indiana Chapter of the National Association of Water Companies, and a past Board Member of the Financial Research Institute. I am also a coach for the NARUC rate school program.



1 **Q.4 HAVE YOU TESTIFIED PREVIOUSLY BEFORE THE PUBLIC UTILITIES**  
2 **COMMISSION OF NEVADA (THE “COMMISSION”)?**

3 A.4 Yes. I have provided written and oral testimony before public utility commissions  
4 throughout the United States, including the Commission, on topics ranging from the cost  
5 of equity, capital structure, cost of debt, acquisition adjustments, divestment strategies,  
6 appropriate levels of operations and maintenance expense, parent company allocations,  
7 affiliate transactions, income taxes, and almost every aspect of utility operations.

8  
9 **Q.5 WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS DOCKET?**

10 A.5 My testimony: (1) addresses the status of the merger of Corix Infrastructure Inc.’s (“CII”)  
11 subsidiary, Corix Infrastructure (US) Inc. (“Corix US”) and SW Merger Acquisition Corp.<sup>1</sup>  
12 (“SWMAC”, together, “Merger Parties”) (“Merger” or “Proposed Transaction”); (2)  
13 describes certain commitments emanating from the Final Order in Docket No. 22-11030  
14 (“Merger Docket”); (3) provides an update on the status of general and administrative  
15 integration efforts; (4) discusses the tracking of integration costs and benefits and the  
16 calculation of integration activity through the end of the Test Year; (5) presents the  
17 Company’s proposal for treatment of the integration deferral in this proceeding and (6)  
18 provides an update on the Cost Allocation Manual (“CAM”) changes implemented since  
19 the Merger.

20 **Section I. MERGER STATUS AND COMMITMENTS**

21  
22 **Q6. CAN YOU PLEASE PROVIDE AN UPDATE AS TO THE STATUS OF THE**  
23 **MERGER?**

24 A6. After entering into the Transaction Agreement, the Merger Parties submitted 27  
25 applications for regulatory approvals, as required, across various state and federal  
26

27 <sup>1</sup> SWMAC was the parent of SouthWest Water Company (“SouthWest”) which in turn is  
28 the parent company for various water and wastewater businesses.

1 jurisdictions. The Merger has been approved in all applicable jurisdictions, and the Merger  
2 was consummated on April 1, 2024.

3 The Merger does not change GBWC’s corporate status or tariffs. As of closing, GBWC  
4 continues to be directly owned and controlled by Nexus Regulated Utilities, Inc.<sup>2</sup> GBWC  
5 will continue to have access to the capital needed to make the investments necessary to  
6 provide reliable service to its customers. Accordingly, the Merger has been transparent  
7 and seamless to the customers of GBWC.

8  
9 **Q7. PLEASE DESCRIBE THE REQUIREMENTS CONTAINED IN THE**  
10 **COMMISSION’S FINAL ORDER IN THE MERGER DOCKET.**

11 A7. The Commission’s order contained the following requirements:

- 12 1. The Proposed Transaction will not negatively impact GBWC’s commitment to  
13 providing high-quality water and wastewater utility services to its Nevada  
14 customers.
- 15 2. GBWC will not seek to recover from GBWC’s customers the transaction costs  
16 incurred to consummate the Proposed Transaction and will demonstrate in future  
17 Nevada general rate cases that such transaction costs are not included in GBWC’s  
18 revenue requirement.
- 19 3. With respect to integration:
  - 20 a. GBWC will track and defer all costs and benefits of integrating  
21 administrative and general functions related to the Proposed Transaction,  
22 including costs associated with planning for integration.
  - 23 b. GBWC will conduct and submit an analysis of the costs and benefits  
24 associated with the integration of administrative and general functions in any  
25 future Nevada general rate case in which such costs and benefits accrue in  
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27 <sup>2</sup> Nexus Regulated Utilities, Inc. was known as Corix Regulated Utilities (US), Inc (“CRU  
28 US”) before Merger closing. CRU US was also formerly known as Utilities Inc.

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the test period applicable to that particular general rate case.

- c. GBWC may recover the costs of integrating administrative and general functions to the extent that the benefits of integrating administrative and general functions meet or exceed such costs (“Net Benefits”). To the extent the costs of integrating administrative and general functions exceed benefits (“Net Costs”), GBWC will not recover Net Costs. After costs and benefits of integrating administrative and general functions are reflected in a general rate case, GBWC will discontinue deferring those costs and benefits and will track and defer only incremental costs and benefits to those reflected in rates.
  - d. The conditions of subparagraphs 3(a) and 3(b) above will cease upon the later of (1) the effective date of GBWC’s third general rate case after the close of the Proposed Transaction or (2) December 31, 2030.
- 4. GBWC will continue to maintain a strong local presence in Nevada in terms of employees, facilities and offices, and community support.
  - 5. GBWC will refrain from involuntary reductions in force related to the Proposed Transaction for 12 months after the closing of the Proposed Transaction.
  - 6. GBWC will not seek to recover from Nevada its customers’ allocation of corporate costs, unless such allocations are just and reasonable. With respect to the allocation of corporate costs:
    - a. GBWC will provide appropriate supporting documentation, such as receipts or invoices, upon request, when requesting recovery of corporate allocations in future Nevada general rate cases.
    - b. GBWC will file contemporaneously with its future rate case applications the detailed information agreed to in Paragraph 16 of the Stipulation dated May 24, 2022, in Docket No. 21-12025. GBWC will affirmatively explain the rationale for, and benefits to Nevada customers, of any methodology for allocating corporate expenses that apportions to GBWC expenses that could

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be directly allocated entirely to other jurisdictions, when requesting recovery of corporate allocations in future Nevada general rate cases.

7. The proceeds of any debt incurred by GBWC will only be used for purposes specific to GBWC’s Nevada systems or operations. GBWC will provide a discussion detailing what the proceeds of such debt was used for in future Nevada general rate cases. Consistent with NRS § 704.323, for the purposes of this section 7, debt means any assumption of an obligation as guarantor, endorser, surety or otherwise, bond, debenture or other evidence of interest or indebtedness with a maturity of more than 1 year.

8. GBWC will continue to comply with the requirements of Nevada law, and with applicable decisions of this Commission in its future proposed treatment of debt and credit instruments and transfers of any material asset.

**Q8. DOES THE COMPANY AFFIRM THAT NO TRANSACTION COSTS RELATED TO THE MERGER ARE INCLUDED IN GBWC’S REVENUE REQUIREMENT IN THIS CASE?**

A8. I affirm that Transaction Costs<sup>3</sup> related to the Merger are not included in the revenue

<sup>3</sup> Transaction Costs are external costs incurred before or at the time of closing in the following categories:

- The costs of securing formal written evaluations of the transaction;
- The costs of structuring the transaction and obtaining tax advice on the structure of the transaction;
- The costs of negotiating, preparing, and reviewing the Transaction Agreement;
- The costs of retained consultants and advisors to evaluate the transaction and perform due diligence;
- Legal and other fees of completing pre-closing restructuring;
- Legal and other fees to close the proposed transaction;
- Financial advisor fees; and
- The costs of securing regulatory approvals.

GBWC has excluded incentive and retention payments directly related to the Merger from “Transaction Costs.” GBWC will not seek recovery from customers of Transaction Costs or incentive and retention payments directly related to the Merger.

1 requirement requested in this case. The Company and its affiliates booked all transaction  
2 costs to project codes and cost centers that were held at parent company levels and not  
3 included in allocated activity reflected in the Company’s revenue requirement.  
4

5 **Section II. INTEGRATION**

6 **Q9. CAN YOU PLEASE PROVIDE AN UPDATE AS TO THE STATUS OF**  
7 **INTEGRATING THE MERGER PARTIES?**

8 A9. While the Merger Parties could begin planning for integration, integration could not  
9 commence until the Merger closed. As noted above, the Merger closed on April 1, 2024.  
10 Accordingly, integration of the administrative and general functions that support the  
11 separate water and wastewater operations of CII and SouthWest has only begun.  
12 The Merger is expected to produce financial benefits associated with increased scale. The  
13 Merger Parties anticipate that the integration of the administrative and general functions  
14 that support the operations of CII’s operating subsidiaries, including GBWC, with the  
15 administrative and general functions of SouthWest will take several years. The Merger  
16 Parties have taken and will continue to take a deliberate approach to planning for  
17 integration, and then executing on integration plans to mitigate potential risks to customers.  
18 To this end, the Merger Parties have established an Integration Management Office  
19 (“IMO”) to supervise the projects necessary to ensure continuity of service upon closing  
20 and integrate operations following closing of the Merger.  
21

22 **Q10. HAS NWG DEVELOPED AND IMPLEMENTED A PROCESS TO TRACK**  
23 **INTEGRATION BENEFITS AND THE COSTS TO ACHIEVE THOSE**  
24 **BENEFITS?**

25 A10. Yes. The IMO team initially identified any integration planning costs that were incurred  
26 before the merger was consummated. Since the Merger closing, the IMO team works  
27 closely with department and other leadership within NWG to identify opportunities for  
28

1 integration benefits, and such opportunities are presented to the Executive Leadership  
2 Team (“ELT”) to gain authorization to formally track the details of the opportunity and  
3 nominate an executive sponsor for the integration effort. The IMO team then designates a  
4 project manager who works with the relevant owner of the integration effort to gather the  
5 details needed, maintain a tracker of the activity for the integration effort, and incorporating  
6 any needed updates as the effort progresses. The tracking activity is generally updated on  
7 a quarterly basis. Upon completion of the integration effort, the IMO team will provide a  
8 summary of the integration impacts to the ELT for review and authorization to end the  
9 tracking upon confirmation that the integration effort is completed.

10  
11 **Q11. HAS NWG CALCULATED THE INTEGRATION BENEFITS AND COSTS TO**  
12 **ACHIEVE THOSE BENEFITS THAT ACCRUED IN THE COMPANY’S TEST**  
13 **YEAR?**

14 A11. Yes. Please see Confidential Exhibit SML-1 which summarizes the tracked integration  
15 benefits and related costs to achieve those benefits accruing in the Test Year – effectively,  
16 from April 1, 2024 to July 31, 2024 – as well as pre-Merger integration costs. SML-1  
17 breaks down the integration activity between pre- and post-Merger activity and reflects the  
18 effect of the following integration efforts:

- 19 - Integration Planning and Strategy Costs
- 20 - Consolidation of the ELTs
- 21 - Consolidation of the Boards of Directors
- 22 - Consolidation of External Auditors
- 23 - Elimination of General Counsel Position
- 24 - Vancouver Office Lease Assignment

25 NWG has calculated the integration benefits as a comparison of actual costs incurred to a  
26 “Baseline”, which represents a non-merger context. The costs to achieve those benefits  
27 reflect the actual costs incurred by NWG. All of the costs and benefits tracked are at the  
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NWG level.

As shown, NWG reflects a balance as of July 31, 2024 of \$8,414,376 (where costs have exceeded benefits), and an ongoing benefits amount of \$4,539,915 per year. Ongoing benefits reflect the annualization of the July 2024 benefits that are expected to continue beyond the Test Year.

**Q12. HAS NWG CALCULATED AN INTEGRATION DEFERRAL BALANCE APPLICABLE TO GBWC AS OF THE END OF THE TEST YEAR?**

A12. Yes. Confidential Exhibit SML-1 includes the amount of the balance that is applicable to GBWC of \$309,477, based on the updated CAM processes discussed later in my direct testimony. SML-1 also notes the amount of ongoing benefits per year allocable to GBWC of \$166,976.

**Q12. HOW DOES GBWC PROPOSE THE INTEGRATION DEFERRAL BALANCE BE TREATED IN THIS PROCEEDING?**

A12. GBWC’s integration deferral balance at Test Year End reflects costs exceeding benefits to-date. However, the nature of costs and benefits of integration differ in their nature and financial impact – generally, integration costs precede accrual of benefits, and integration costs tend to be incurred on a one-time basis or within a narrow time period, while integration benefits tend to accrue over an extended or ongoing basis. Therefore, the Company notes that a status where costs exceed benefits as of Test Year end, so close to the Merger closing, is not surprising and should not reflect negatively on the integration efforts. Further, the Company believes that, in order to better reflect the relationship of benefits and the costs to achieve them, the integration costs should be amortized over a period where the resulting benefits are realized by customers.

The Company proposes that the one-time integration costs should therefore be amortized starting as of the date new rates are expected to be in effect from the current proceeding,

1 in order to be matched to the ongoing benefits flowing to GBWC customers in those new  
2 rates. The Company has provided in Confidential Exhibit SML-1 a recalculation of the  
3 integration cost and benefit impact that reflects a three-year amortization of the accrued  
4 costs and benefits through the end of the Test Year. The three-year period was chosen as  
5 it aligns with the Nevada threshold requirement for GBWC to file its next rate case. The  
6 result of 1) ongoing benefits quantified as being reflected in the current case, and 2) the  
7 amortization of the accrued costs and benefits through Test Year End reflects a Net Benefit  
8 flowing to GBWC customers in this proceeding of \$63,817. NWG and the Company  
9 believe this process of reflecting integration activity best represents the impacts of  
10 integration activities at the current stage of the process, reasonably matches one-time costs  
11 and ongoing benefits from integration efforts, and provides a direct benefit to GBWC  
12 customers.

13  
14 **Section III. COST ALLOCATION**

15  
16 **Q13. PLEASE PROVIDE AN UPDATE ON THE COST ALLOCATION PROCESSES**  
17 **APPLICABLE TO GBWC SINCE THE MERGER CLOSING.**

18 A13. Since the closing of the Merger, employees of NWG have worked diligently to evaluate  
19 and construct a cost allocation process that is reasonable for the going forward merged  
20 business. NWG reviewed the pre-merger allocation practices of CII and SouthWest as well  
21 as its knowledge of cost allocation practices common in the utility industry to prepare a  
22 new methodology. The new methodology that was determined is represented in  
23 Confidential Exhibit SML-2, the NWG Cost Allocation Manual. NWG placed the CAM  
24 in effect as of the Merger closing on April 1, 2024. However, since the new methodology  
25 necessitates many changes to pre-merger processes and the financial systems and software  
26 that support allocations, CII and SouthWest's operating company books do not reflect the  
27 new methodology as of Test Year end. NWG has therefore recalculated the applicable  
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corporate allocation costs applicable to GBWC to allow the Company to provide a pro-forma expense level to be utilized in its revenue requirements in this rate case. NWG plans to have reclassifications and true ups needed to record the new CAM methodology posted to GBWC’s books in time for the certification period update GBWC will provide later in this proceeding. Company Witness Dolinko provides in his direct testimony further details on the corporate allocation costs utilized in GBWC’s revenue requirements in this rate case as well as any implications for the new methodology on local or regional costs.

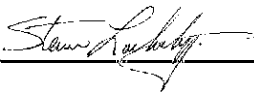
**Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

A. Yes, however I reserve the right to supplement or name corrections to this testimony at the time of or prior to the hearing in this proceeding.

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**AFFIRMATION**

Pursuant to Section 703.710 of the Nevada Administrative Code, I hereby affirm that the foregoing testimony was prepared by me or under my direction and is correct to the best of my knowledge.

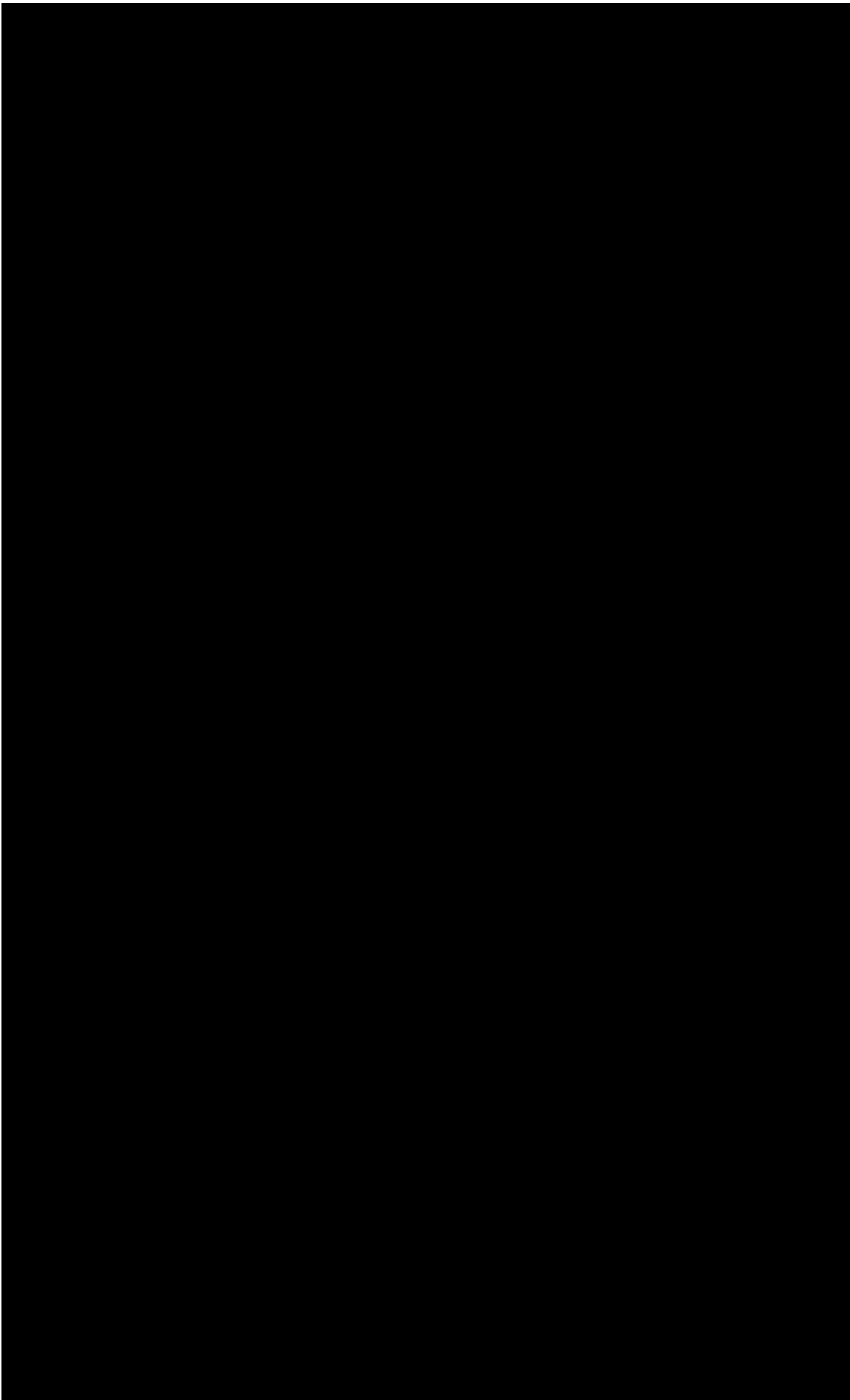
Signed: 

Dated: 12/04/2024

**Attachment SML-1 to Exhibit \_\_\_\_\_**

**FILED UNDER SEAL**

**Attachment SML-1 to Exhibit \_\_\_\_\_**



**Attachment SML-2 to Exhibit \_\_\_\_\_**

**FILED UNDER SEAL**

**Attachment SML-2 to Exhibit \_\_\_\_\_**

