



01/16/2014

CITY OF SPARKS
431 PRATER WAY
SPARKS, NV 89431

Dear Andy Hummel,
RE : G-Greg St 8" Gas Main Relocation-S&H-City of Sparks
Project ID# : 3000267183

The enclosed documents specify costs and responsibilities to provide gas 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 gas 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and Conditions of this proposal shall be firm for 90 days from the date of this letter, at which time the Agreement is no longer valid.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 G.4.

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 775/834-7876.

Sincerely,



Jim Cain
UDA III



Memorandum of Advance/Credit

Date Issued: 01/17/2014
Project Number: 3000267183 **Project Title:** G-Greg St 8" Gas Main
Relocation-S&H-City of Sparks
Request No: 26835 **Estimate Version:** 1
Applicant Name: CITY OF SPARKS
Applicant Address: 431 PRATER WAY, **Memorandum Number:** 30438
SPARKS, NV 89431
Applicant Phone: 775-353-2375
Applicant Fax: 775-353-1635
Applicant Email: ahummel@cityofsparks.us
Project Coordinator: Jim Cain **Phone Number:** 775/834-7876

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	44,927.00	0.00	5,391.00	50,318.00
Non-Refundable	0.00	0.00	0.00	0.00
Credits				0.00
Total Advance Due:				\$50,318.00

If proceeding with the contract, please follow the remittance instructions:

1. Please sign contract.
2. Make checks payable to NV Energy.
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 775/834-7876 with any questions or concerns. Thank you!

This memorandum is provided for informational purposes only.



**RULE 9
GAS MAIN EXTENSION AGREEMENT**

Agreement No.: 18394
PID: 3000267183
Date Prepared: 01/16/2014

This Rule 9 Gas Main Extension Agreement ("**Agreement**") is made and entered between Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and CITY OF SPARKS, a(n) Quasi-municipal corporation of the State of Nevada, ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

- A. Utility owns and operates gas facilities and provides gas service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.
- B. Applicant has requested that Utility alter existing Utility facilities, has requested a gas main and/or has requested a service extension(s) from the gas main in the abutting public street, highway, alley, lane or road for the purpose of receiving gas service.
- C. In accordance with Rule 9, other applicable provisions of other portions of its Tariff Schedules and this Agreement, Utility will extend or alter Utility facilities, as requested by Applicant.
- D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's gas and electric facilities and that Utility will only waive or approve such a conflict through Utility's standard, use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

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

AGREEMENT

- 1. **Summary of Costs and Contingencies**
 - 1.1 Gas Extension. In order to provide gas service to Applicant and/or alter existing Utility facilities, Utility will modify its facilities as shown on the design titled G-Greg St 8" Gas Main Relocation-SE**Exhibit A**.
 - 1.2 Estimated Costs. Utility estimates that the Costs of the Gas Extension Project are **\$44,927.00**, as summarized on Exhibit B.
 - 1.3 Estimated Advance. The estimated Advance is **\$50,318.00**, consisting of:
 - (A) CIAC. An estimated CIAC in the amount of **\$0.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **\$0.00** and a taxable, non-refundable cost of **\$0.00**.
 - (B) Advance Subject to Refund. An Advance Subject to Refund in the amount of **\$44,927.00**.
 - (C) Tax Effect. The estimated Tax Effect is:
 - (1) Advance Subject to Refund. A Tax Effect relating to the Advance



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Subject to Refund in the amount of **\$5,391.00**. This Tax Effect is subject to refund.

- (2) CIAC. A Tax Effect relating to CIAC in the amount of **\$0.00**. This Tax Effect is not subject to refund.
- (3) Non-Cash Contributions. A Tax Effect relating to Applicant's non-cash contributions to Utility under Rule 9, Section B.1.d and/or Rule 16, Section A (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **\$0.00**. This Tax Effect is not subject to refund.

- 1.4 Estimated Gas Extension Project Allowance and Initial Allowance. The estimated Allowance for the Gas Extension Project on the Effective Date is **\$0.00** ("**Estimated Gas Extension Project Allowance**") which Utility calculated in accordance with Rule 9, Section D.1. Applicant's Initial Allowance is **\$0.00**. A worksheet supporting the Estimated Gas Extension Project Allowance and the Initial Allowance is attached as Exhibit C.
- 1.5 Payment. Applicant must pay Utility **\$50,318.00** upon delivery of the signed Agreement. When calculating this payment, Utility applied the Initial Allowance and any applicable credits.
- 1.6 Related Projects. If any project to which this Gas Extension Project will connect is not constructed and/or energized, such as those identified in this Subsection, Utility will not perform under this Agreement until after the Parties, in accordance with Section 13.8, revise this Agreement to incorporate changes to the Design and the Costs:

Project No.	Initiated	Title
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2. Description and Design of the Gas Extension Project

- 2.1 Design for Gas Extension Project: Amendment. The design for the Gas Extension Project and Betterments, if any, is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. The Parties may revise the Design by amending this Agreement in accordance with Section 13.8.
- 2.2 Condition to Providing Service. Utility does not have an obligation to provide service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's gas facilities, at Applicant's expense and to Utility's satisfaction.
- 2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date, if any.
- 2.4 Providing Service to Applicant. Utility will provide gas service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a reduction of service before or after the Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other customers.



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2.5 Gas Extension Project Completion. The Gas Extension Project is complete after (A) Utility receives all Property Rights in accordance with this Agreement, (B) the Parties complete the Adjustments and (C) if applicable, Utility has made gas service available to the Development.

3. Gas Extension Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit B. The estimated Gas Extension Project Costs are identified on Exhibit B.

3.2 Utility and Applicant Betterments.

(A) Estimated Expense of Utility Betterment. The estimated expense for the Utility Betterment is, and Utility will credit and/or pay Applicant, **\$0.00** ("**Betterment Expense**") unless Utility sends Applicant a Stop Work Notice. Utility will credit Applicant **\$0.00** and, after Applicant delivers the lien releases required by Subsection (E) below, pay Applicant **\$0.00**.

(B) Obligation to Install Utility Betterment. If the Design identifies a Utility Betterment, Applicant must install those facilities when it performs its work in connection with the Gas Extension Project.

(C) Utility Betterment Scope of Work. Applicant must perform (or cause to be performed) the following in association with the Utility Betterment:

(D) Utility's Option to Stop or Terminate Work on Utility Betterment. At any time, Utility may notify Applicant to terminate work on the Utility Betterment ("**Stop Work Notice**"). If Applicant receives a Stop Work Notice, Applicant must stop working on the Utility Betterment immediately and take action to mitigate expenses. Within 30 days after terminating work, Applicant must submit a final invoice to Utility for work performed through the termination date on the Utility Betterment. Notwithstanding Section 3.2(A), if Utility issues a Stop Work Notice, Utility is only responsible for Applicant's actual expenses for the Utility Betterment (up to the amount of the Betterment Expense). If, after receiving a Stop Work Notice, Applicant's actual expenses are less than the Betterment Expense, Utility (in its discretion and notwithstanding Section 13.8) may revise Section 1 and Exhibit B and invoice Applicant.

(E) Release of Lien or Claim for Utility Betterment. Utility cannot accept any facilities constructed and equipment installed by Applicant, including the Utility Betterment, and will not energize Applicant's Gas Extension Project until after Applicant furnishes to Utility a complete release of any lien or claim.

(F) Ownership of Betterment. The design identifies any Utility Betterment and any Applicant Betterment. All Betterments installed by Applicant and Utility under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance.

(G) Guarantee. The Section 7 guarantees also apply to any Betterment.

3.3 Limitation on Refunds. The Advance Subject to Refund is the maximum possible



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refund that Applicant may receive. The actual refund is limited by Applicant's eligible Excess Allowance and future customers who attach to the gas main(s) Applicant installs in connection with this Agreement and consequently Applicant might not receive a 100% refund of the Advance. Depending upon the risk, project length, Allowance True-Up and other factors pertaining to Applicant's Gas Extension Project, the refund may range from \$0 to the balance of the Advance Subject to Refund.

- 3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable.
- 3.5 Allowance: Performance of Allowance True-Up. Applicant is not entitled to an Allowance if it is either retiring gas facilities or connecting a service to an existing gas main. If Utility provides Applicant an Allowance under Rule 9, Section D, Utility (in its discretion and at any time) may perform an Allowance True-Up. However, if on the Effective Date the Initial Allowance is less than the Estimated Gas Extension Project Allowance, Utility will periodically perform an Allowance True-Up in accordance with Rule 9, Section F.
- 3.6 Performance of Cost True-Up. In its discretion and at any time, Utility may perform a Cost True-Up. However, if the Costs are greater than \$5,000, Utility will perform a Cost True-Up and either invoice or refund Applicant within 120 days after all Costs have been recorded.
- 3.7 Refunds and Invoices Associated with Accounting Adjustments: Assignment of Refund. If Utility performs the accounting adjustments in Section 3.5 or Section 3.6, Utility will either invoice Applicant or provide a refund. Utility will also provide a refund to Applicant in accordance with Rule 9, Section F. The total of all refunds must not exceed the Advance Subject to Refund. If Utility does not perform an Allowance True-up and/or a Cost True-Up, Applicant is only responsible for the Costs identified on Exhibit B and as otherwise invoiced by Utility. Applicant will not be entitled to any refunds after the termination of this Agreement per Rule 9, Section F.2. Applicant may only assign its right to receive a refund by signing and delivering to Utility a properly executed assignment that meets the requirements of Rule 9, Section G.3.
- 3.8 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement except as required by Rule 9, Section F.3.
- 3.9 Multiple Applicants. [RESERVED].

4. Applicant's Obligations

- 4.1 Responsibility for Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under the applicable provisions of Rule 9 and/or Rule 16 ("**Applicant's Cost Responsibility**").
 - (A) Increased Costs: Other Projects. If one or more of the projects identified in Section 1.6(A) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide gas service to the Development or increases the Cost to serve the Development, the Parties



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might have to revise the Design and Applicant is responsible for the increased Cost to serve the Development.

- (B) Increased Costs: Applicant Delay in Completing Construction. If, within 18 months after the Effective Date, Applicant does not complete construction of the Gas Extension Project, Utility may re-estimate and either terminate this Agreement or, notwithstanding Section 13.8, amend Exhibit B. Applicant must pay the invoice in accordance with Section 4.5.
- 4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in Exhibit B and those identified subsequently under Section 4.1(A), Section 4.1(B) or Section 4.5.
- 4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9 and/or Rule 16 improvements, as shown on Exhibit A, perform work associated with these improvements, and comply with and perform in accordance with all applicable Permits, Laws, Utility Standards, portions of the Tariff Schedules (such as Rule 9, Section G.2.d.) and portions of Title 49, Section 192.383 of the Code of Federal Regulations. These Rule 9 and/or Rule 16 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, valves, regulators, materials relating to such substructures, and other materials Utility deems necessary for the gas facilities.
- 4.4 Identification and Resolution of Conflicts: Costs Associated with Conflicts. Utility is not obligated to provide gas service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:
- (A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's gas and electric facilities located within the Development, (2) the Development and Utility's gas and electric facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's gas and electric facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including but not limited to easements, rights-of-way, and any other use or occupancy rights.
- (B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's gas or electric facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain real property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).
- (C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines, in its discretion, that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights,



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Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

- 4.5 Payment of Invoices: Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 60 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 3000267183 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide gas service to Applicant, until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Gas Extension Project.
- 4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.
- 4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities, liabilities, and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:
- (A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or
 - (B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
 - (C) Resulting from or arising out of surface or subsurface field conditions; or
 - (D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.
- 4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities and equipment installed by Applicant, Applicant must:
- (A) Allow Utility to inspect the construction or installation of the facilities and equipment.
 - (B) Maintain, repair, and (as Utility deems necessary) replace those facilities and equipment until Utility's Acceptance, in addition to providing the guarantees in Section 7.



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4.9 Reduction of Service or Termination Charges: Security. Within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section D.3 and/or provide security (such as cash or a letter of credit) in a form acceptable to Utility for the Allowance or any other credit Applicant receives if Applicant (A) fails to complete the Development, (B) becomes less creditworthy and is at risk of not taking permanent service, as determined by Utility in its discretion, (C) terminates service to the Development, or (D) significantly curtails or reduces service to the Development during the depreciable life of the facilities installed under this Agreement, as determined by Utility in its discretion.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to load information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9 and/or Rule 16. With respect to load information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as heaters, if applicable, at given time intervals.

5. Right to Set Off

5.1 Utility's Right to Set Off Amounts Owning. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

5.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant:

- (A) The amount to remedy any defects and repair any damage in accordance with Section 7.2;
- (B) The amount to discharge any lien filed or that could be filed in relation to the work performed and material and equipment installed by Applicant under this Agreement;
- (C) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation;
- (D) The amount to resolve all conflicts between the Development and Utility's gas facilities located within or adjacent to the Development in accordance with Section 4.4(B); and
- (E) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.4(C).

5.3 Other Rights and Remedies: Survival. If Utility offsets any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have.



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Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

6. Property Rights; Ownership and Lien Release(s)

- 6.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights.
- 6.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).
- 6.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Utility Betterment, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Upon Utility's written request, Applicant will sign and deliver a Bill of Sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the facilities and equipment to Utility and certifies that the facilities and equipment are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose.
- 6.4 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the work performed and material and equipment installed.

7. Guarantees

- 7.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following completion of the Gas Extension Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.
- 7.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 7.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within 30 days of receiving an invoice from Utility.



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7.3 Modification, Relocation or Retirement of Gas Facilities. If Applicant requests that Utility install gas facilities before establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any gas facilities and, at Applicant's expense, must grant or obtain for Utility all Property Rights Utility deems it requires for the relocated/modified facilities. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights). Within thirty (30) days of Utility's request and in accordance with Rule 9, Section G.1.d., Applicant must provide Utility a surety bond in a form acceptable to Utility.

8. Default

8.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

9. Confidentiality

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

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

9.3 Protection of Confidential Information.

(A) Applicant's Obligation to Keep Information Strictly Confidential and Not Disclose It. Applicant must keep the Confidential Information strictly confidential and in a secure location. Applicant must also keep any discussion regarding Confidential Information strictly confidential. Applicant must not disclose any Confidential Information or a discussion regarding Confidential Information to any person or entity except as expressly provided in this Section or as otherwise approved in writing in advance by Utility.

(B) Additional Protection of Information. If Utility has failed to label or advise Applicant that certain information requires protection, the restrictions and limitations in this Section will also apply to the receipt of non-public



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information that Applicant should reasonably recognize as being confidential.

(C) Transmitting Information. If Applicant transmits any Confidential Information electronically or discusses the Confidential Information in an email, it must encrypt the email and all attachments to it and insert "[CONFIDENTIAL]" as the first word in the subject line of the email.

- 9.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.
- 9.5 Sharing Confidential Information. Applicant may disclose Confidential Information to and discuss Confidential Information with its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties**"); provided, that the Other Party signs an agreement in a form acceptable to Utility in which the Other Party agrees to be bound by the terms of this "Confidentiality" Section and to submit to the jurisdiction of the District Court, Washoe County, Nevada, or any Nevada court with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this "Confidentiality" Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements.
- 9.6 Request for Confidential Information Through Legal Process. If Applicant becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body) to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, Applicant must provide prompt written notice to Utility's legal department of any such requirement and seek a protective order preventing or limiting disclosure.
- 9.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

10. Force Majeure

- 10.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay. Regardless of the cause, Applicant's failure or inability to pay some or all of the Costs is not a Force Majeure event.
- 10.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.
- 10.3 Notice of Resumption of Performance. The affected Party must promptly notify the



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other Party in writing when the Force Majeure event has ended and when performance will resume.

- 10.4 Liability: Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice to Applicant.
- 10.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 15.2 of the Agreement.

11. Representations

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

12. Precedence

- 12.1 Utility's Tariff Schedules: Commission. This Agreement is made by the Parties in accordance with Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. Notwithstanding Section 13.8, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.
- 12.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

13. Miscellaneous Provisions

- 13.1 Indemnity. Applicant agrees to indemnify Utility, its directors, officers, employees, and contractors against and from any claims, losses, costs, suits, judgments, damages, and expenses, including but not limited to attorneys' fees, that arise from or are based upon (A) Applicant's breach of any representation, warranty, or undertaking under the Agreement, (B) the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this



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Agreement, and (C) bodily injury to or death of any person (including employees of Utility) or damage to or loss of use of property resulting from the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Utility, unless caused solely by the gross negligence or willful misconduct of Utility. For purposes of Utility's enforcement of this indemnity only, Applicant expressly waives all immunity given to Applicant under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Applicant's indemnification obligations under this Section.

- 13.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and, in Utility's discretion, provides security in a form acceptable to Utility (such as cash or a letter of credit) for the Allowance or any other credit Applicant receives.
- 13.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.
- 13.4 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Washoe County, Nevada or the federal district court with jurisdiction over Washoe County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.
- 13.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.
- 13.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.
- 13.7 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
- 13.8 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same



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formality as this Agreement.

- 13.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- 13.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.
- 13.11 Headings: Exhibits: Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
- 13.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom, "good faith" or reasonableness.
- 13.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
- 13.14 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.
- 13.15 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.
- 13.16 Joint and Several Liability. [RESERVED].



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14. Term and Termination

- 14.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of ten (10) years unless otherwise terminated under the provisions of this Agreement.
- 14.2 Surviving Obligations. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:
- (A) Obligations under Section 4.3;
 - (B) Obligations under Section 4.4;
 - (C) Obligations under Section 4.7;
 - (D) Payment of reduction of service or termination charges or providing security in accordance with Section 4.9;
 - (E) Obligations under Section 6;
 - (F) Obligations under Section 7;
 - (G) Obligations under Section 9;
 - (H) Obligations that arise under Section 13.1; and
 - (I) Payment of all Costs, whether incurred before or after default, expiration or termination or excuse of performance, and payment of all Costs that result from termination or excuse of performance.

The provisions of Section 3.8, Section 4.5, Section 4.6, Section 13.16 and Section 15 continue to apply to this Section.

15. Notices

- 15.1 Method of Delivery: Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:

NV Energy
Cain, Jim
Physical Address: 1 Ohm Place, Reno, NV 89502
Mailing Address: P.O. Box 10100, Mail Code: R77CSE, Reno, NV 89520
Telephone No.: 775/834-7876
Fax No.: _____
Email Address: JCain@nvenergy.com

Applicant:

CITY OF SPARKS
Andy Hummel



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Physical Address: 431 PRATER WAY, SPARKS, NV 89431
Mailing Address: 431 PRATER WAY, SPARKS, NV 89431
Telephone No.: 775-353-2375
Fax No.: 775-353-1635
Email Address: ahummel@cityofsparks.us

- 15.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8 and Section 10, Applicant must also send a copy to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Fax No.: (702) 402-2069

- 15.3 Receipt of Notice: Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

16. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

- 16.1 Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.
- 16.2 Adjustment: Any addition to, alteration, relocation, removal or retirement of Utility facilities as might be further described in Exhibit A. Adjustments include without limitation Betterments.
- 16.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect.
- 16.4 Advance Subject to Refund: The portion of the Advance that is eligible for refund.
- 16.5 Allowance: The amount that, in accordance with Rule 9 (if applicable), reduces the Advance through a credit and possibly a refund.
- 16.6 Allowance True-Up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual revenue generated and compares this recalculated Allowance to the Initial Allowance.
- 16.7 Betterment: Any deviation or upgrade in the Adjustment to a Utility facility, made primarily for the benefit and at a Party's voluntary election, that Utility determines is not in accordance with:

Utility's normal design and construction practices with respect to size, type



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- (A) and quality of materials used that is adequate to accommodate the Development's load, or
- (B) The shortest practical route that Utility deems suitable.
- 16.8 Commission: Public Utilities Commission of Nevada.
- 16.9 Contributions in Aid of Construction ("CIAC"): The portion of the Advance that is not eligible to be offset by the Allowance and is not eligible for a refund, including but not limited to those Costs referred to in Rule 9, Sections B.1.a., B.1.d, and G.2.d and, if applicable, Rule 16, Sections A.1.a and A.1.c.
- 16.10 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); amount(s) the Commission orders Applicant to pay; litigation guarantees; appraisals; attorneys' fees and expenses; acquisition of and compensation for Property Rights; expenses associated with acquiring easements for Utility facilities whether through negotiation or a condemnation lawsuits; Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to gas service requirements, such as fencing and landscaping, reduced by any applicable salvage value.
- 16.11 Cost True-Up: The accounting process in which Utility compares actual Costs to the estimated Costs.
- 16.12 Development: Applicant's project on the Property for which Applicant has requested gas service from Utility which might include new service and/or the alteration of existing Utility facilities (such as a relocation or retirement of certain facilities). Utility will assign a project identification number ("PID") to this project.
- 16.13 Effective Date: "The date this Agreement is last signed below."
- 16.14 Excess Allowance: If Utility performs an Allowance True-Up, the amount Utility will refund Applicant if the recalculated Allowance is greater than the Initial Allowance (subject to Section 3.3, Limitation on Refunds).
- 16.15 Force Majeure: An event or condition that is beyond the affected Party's control and occurs without the fault or negligence of the affected Party. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.
- 16.16 Gas Extension Project: The Utility facilities that will be added, altered, relocated or retired in order to provide or retire gas service, as shown on Exhibit A.
- 16.17 Initial Allowance: The credit for the Allowance that Utility provides Applicant on the Effective Date in accordance with Rule 9, if applicable, based on Applicant's representation and Utility's reasonable expectation that the Development will generate a minimum amount of revenue to Utility.
- 16.18 In-Service Date: The date on which (a) the facilities that are the subject of this



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Agreement are, in Utility's discretion, operational and have passed all required testing as part of Utility's gas system and (b) Utility has made gas service through those facilities available to the Development.

- 16.19 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.
- 16.20 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.
- 16.21 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 15.1.
- 16.22 Property: The premises owned or controlled by Applicant commonly known as Larkin Circle and Greg Street and further described as being within 3417133.
- 16.23 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, use agreements, Permits, prescriptive rights, and rights-of-way.
- 16.24 Rule 1: Utility's Gas Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- 16.25 Rule 9: Utility's Gas Service Rule No. 9, Gas Main Extensions. Rule 9 is part of the Tariff Schedules.
- 16.26 Rule 16: Utility's Gas Service Rule No. 16, Service Connections, Meters and Customer's Facilities. Rule 16 is part of the Tariff Schedules.
- 16.27 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for gas customers, as those rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 and Rule 16, Section A are the versions in effect on the Effective Date.
- 16.28 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC §704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect as of the date the Agreement was prepared, which is 01/16/2014.
- 16.29 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

[signature page to follow]



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PID: 3000267183
Date Prepared: 01/16/2014

UTILITY:

Sierra Power Company d/b/a NV Energy

By: _____

Printed Name: _____ *MG*

Title: _____

Date: _____

APPLICANT:

CITY OF SPARKS

By: _____

Printed Name: _____

Title: _____

Date: _____



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**Exhibit A
Design**

[Attached]

NORTH TRUCKEE DRAIN GAS RELOCATIONS GREG STREET & LARKIN CIRCLE

INDEX OF DRAWINGS

SHEET NO.	DRAWING TITLE
1	COVER SHEET
2	PLAN VIEW, PROFILE, MATERIAL LIST

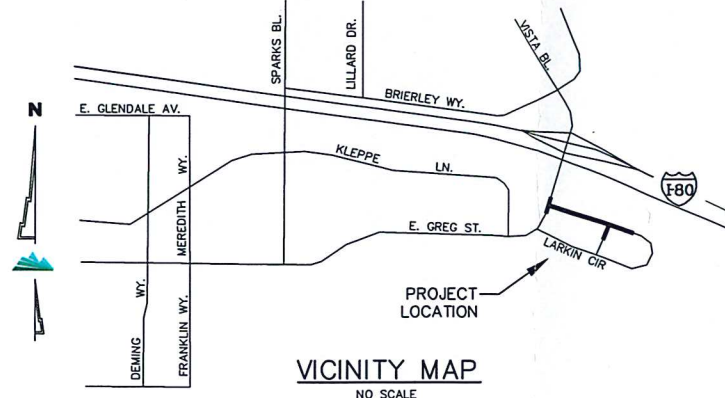
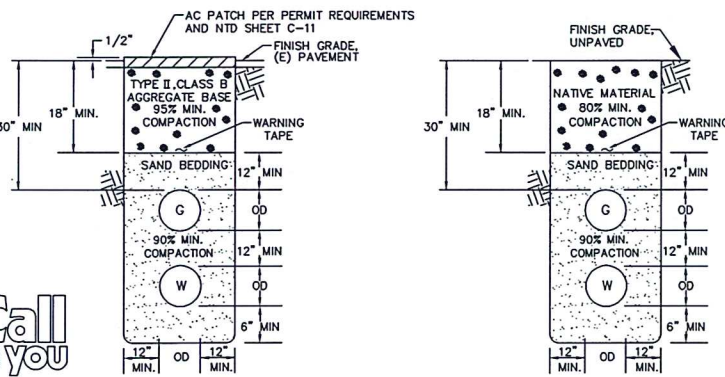


GENERAL NOTES

- WORK SHALL COMPLY WITH THE CONSTRUCTION REQUIREMENTS SET FORTH IN NV ENERGY'S GAS DISTRIBUTION CONSTRUCTION STANDARDS VOLUME 15, UNLESS OTHERWISE SPECIFIED ON THE CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT TRANSPORTATION AND PIPELINE REGULATIONS DEFINED IN THE UNITED STATES DEPARTMENT OF TRANSPORTATION, CFR TITLE 49 - PARTS 191 & 192.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL EXCAVATION AND STREET CUT PERMITS FROM THE CITY OF SPARKS. PERMANENT PAVEMENT PATCHING NOT INDICATED ON THE DRAWINGS SHALL BE TO THE SPECIFICATIONS SET FORTH BY THE APPLICABLE GOVERNING AGENCY. WORK HOURS ARE IN ACCORDANCE WITH THE CITY OF SPARKS PERMITS. THE CONTRACTOR SHALL ALSO OBTAIN PERMITS FOR TRAFFIC, STAGING, STOCK PILING, DUST CONTROL, ETC.
- UNDER NO CIRCUMSTANCES SHALL TRAFFIC CONTROL BE ESTABLISHED WITHIN NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) RIGHT OF WAY WITHOUT AN APPROVED OCCUPANCY PERMIT. COPIES OF THIS PERMIT SHALL BE MAINTAINED AT THE JOB SITE, AND NDOT SHALL BE PROVIDED 48-HOUR NOTIFICATION PRIOR TO COMMENCING ANY WORK WITHIN THEIR RIGHT OF WAY.
- THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE CONSTRUCTION DRAWING ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL IDENTIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION ACTIVITIES. ANY DAMAGE AND ASSOCIATED REPAIR EXPENSES TO UNDERGROUND OR OVERHEAD UTILITIES SHALL BE BORNE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY, PROTECTION, AND REPLACEMENT COST OF ALL CONSTRUCTION MATERIALS AND EQUIPMENT AFTER TAKING POSSESSION FROM THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACHIEVING THE MINIMUM COMPACTION STANDARDS INDICATED ON THE DRAWINGS, TO BE VERIFIED BY A CONTRACTOR-FURNISHED TEST INSPECTOR. ALL OPEN SECTIONS OF TRENCH SHALL BE ATTENDED TO DURING THE COURSE OF THE WORK DAY IN ORDER TO PROHIBIT ACCESS BY UNAUTHORIZED PERSONNEL. ALL TRENCHES SHALL BE SEALED FROM ACCESS AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING LANDSCAPING AND IMPROVEMENTS EFFECTED BY PROJECT CONSTRUCTION. ANY DAMAGE OR ALTERATIONS TO EXISTING ITEMS SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- ALL WELDING SHALL CONFORM TO THE APPROPRIATE WELDING PROCEDURE. ALL FIELD WELDS ARE SUBJECT TO BE X-RAYED BY OWNER-FURNISHED NDE TECH AND DOCUMENTED TO ENSURE STRUCTURAL INTEGRITY. ONLY PERSONNEL WHO HAVE SUCCESSFULLY PASSED NV ENERGY'S WELD CERTIFICATION TESTING SHALL BE UTILIZED TO PERFORM ANY/ALL WELDING. WELDER SHALL PROVIDE PROOF OF CERTIFICATION FOR ALL WELDERS PRIOR TO THE START OF WORK. WELDERS SHALL BE TESTED FOR, AND FIELD WELD PIPE, PER ESTABLISHED NV ENERGY WELD PROCEDURES.
- ALL INSTALLED GAS MAIN SHALL BE SUCCESSFULLY PRESSURE TESTED IN ACCORDANCE WITH NV ENERGY'S GAS DISTRIBUTION CONSTRUCTION STANDARDS VOLUME 15.
- ANY DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THE DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE OWNER'S IMMEDIATE ATTENTION. THE CONTRACTOR SHALL NOT BE REMBURSED FOR ANY EXPENSES INCURRED DUE TO ERRORS OR OMISSIONS ON THE PLANS WITHOUT PRIOR APPROVAL FROM THE OWNER.
- CONTRACTOR TO PROVIDE SAWCUTTING, TRENCHING, BACKFILL, AND FINAL RESTORATION TO EXCAVATE PITS AND HOLES NECESSARY TO TIE IN NEW MAINS AND SERVICES WITH EXISTING MAINS AND SERVICES.
- ANGULAR DEFLECTIONS WILL BE ACCOMPLISHED BY USING MANUFACTURED ELBOWS AND MITERS OF SUCH ELBOWS.
- HOT TAPS, TIE INS, AND CONNECTIONS TO EXISTING NATURAL GAS FACILITIES WILL BE THE RESPONSIBILITY OF NV ENERGY. CONTRACTOR TO INSTALL 2" AND 4" PE PIPING, WITH NV ENERGY COMPLETING THE PIPING WORK ON THE 8" STEEL GAS MAIN.
- THE CONTRACTOR SHALL ENSURE THE VERTICAL AND HORIZONTAL ALIGNMENT OF PROPOSED GAS FACILITIES WILL MAINTAIN ADEQUATE CLEARANCE FROM THE PROPOSED INFRASTRUCTURE.
- CONTRACTORS PERFORMING WORK ON NVENERGY'S GAS FACILITIES SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES THROUGH GAS INSPECTION SERVICES AT 834-7356 AT LEAST 2-WORKING DAYS IN ADVANCE OF WORK SO THAT ONSITE INSPECTION CAN BE ARRANGED.
- THIS NOTICE IS INTENDED TO INFORM EXCAVATORS, CONTRACTORS, OR ANY OTHER PERSON THAT MAY COME IN CONTACT WITH BLACK WRAP PIPE COATING THAT IT MAY CONTAIN ASBESTOS FIBERS. ANY TASK, OPERATION, JOB, PROCEDURE OR TECHNIQUE THAT MAY DISTURB THE MATERIAL IN A WAY THAT RESULTS IN THE RELEASE OF ASBESTOS FIBERS INTO THE AIR IS SUBJECT TO REGULATIONS AND GUIDANCE OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S (OSHA) INCLUDING: 29 CFR 1926.1101 (2010) AND 29 CFR 1910.1001 (2010).

- LINESTOP
- VALVE
- HH TRANSITION FITTING
- X CUSTOMER METER
- DRESSER COUPLING
- 17# ANODE
- ▷ REDUCER
- ELECTROFUSION COUPLING
- D CAP
- TS TEST STATION
- 537 SERVICE ADDRESS
- (E) EXISTING
- (P) PROPOSED
- A/R ANODELESS RISER
- 0040 STATION
- ① MATERIAL ITEM

LEGEND



2 working days
Call before you Dig.
USA North
811/800-227-2600

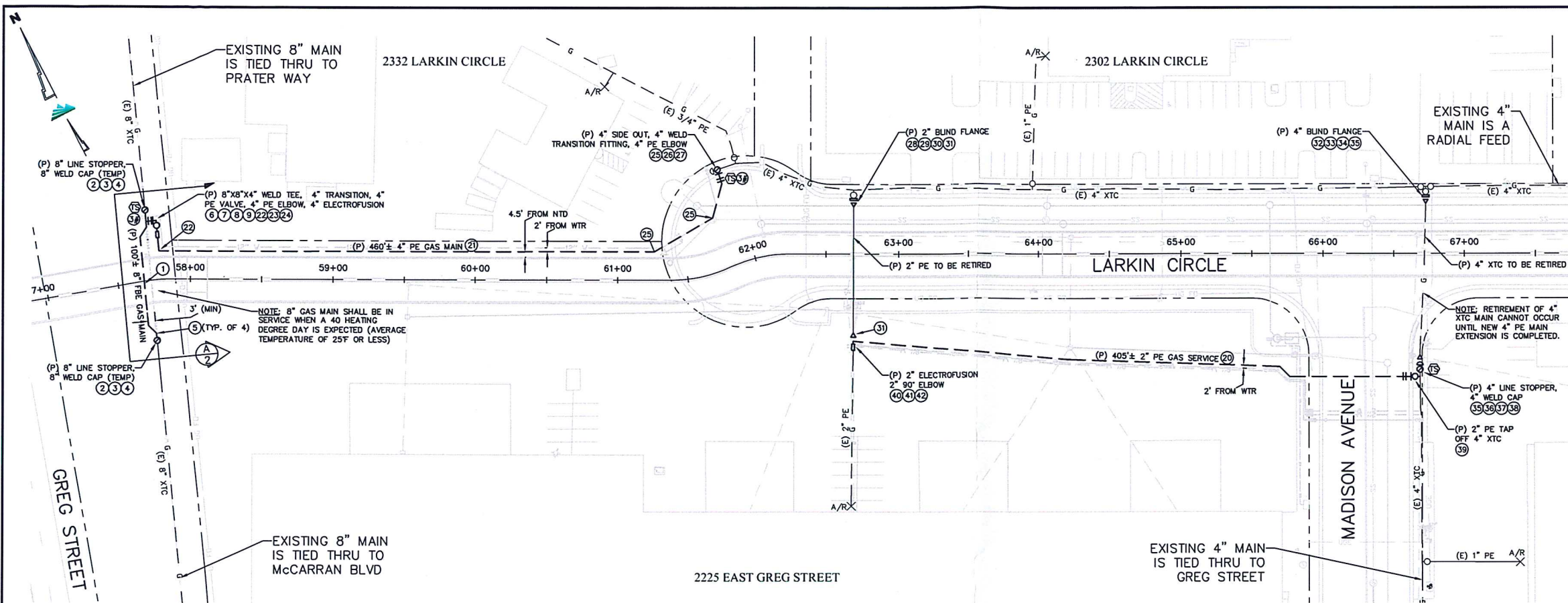
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2				10/17/2013
3				10/17/2013
4				10/17/2013
5				10/17/2013
6				10/17/2013
7				10/17/2013
8				10/17/2013
9				10/17/2013
10				10/17/2013

Gas Engineering Services
Project Contact: Matt Brecke
Office: (775) 834-7041
Cell: [REDACTED]
Email: mbrecke@nvernergy.com

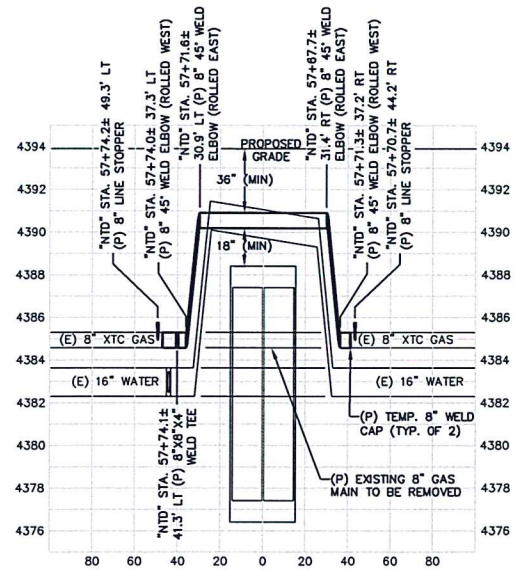
NV Energy
P.O. Box 10100
Reno, NV 89520-024

**NORTH TRUCKEE DRAIN
GAS RELOCATIONS
GREG STREET & LARKIN CIRCLE**
1920-11

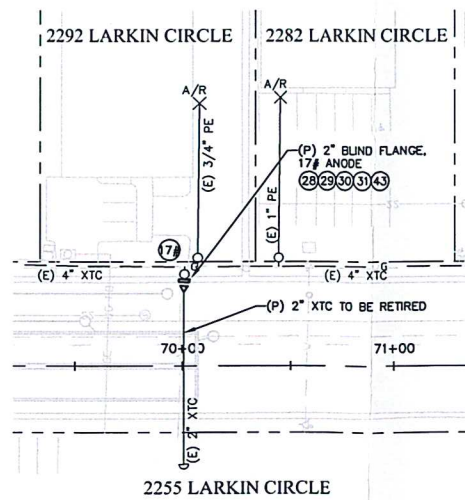
PID NUMBER
GREG STREET 8"
3000267183
LARKIN CIRCLE
3000235040
Sheet 1 of 2



PLAN VIEW
SCALE 1"=40'



OFFSET PROFILE A-2
HORIZ. SCALE 1"=40'
VERT. SCALE 1"=4'



PLAN VIEW
SCALE 1"=40'

GREG ST MATERIAL LIST - 3000267183

NO.	QTY.	DESCRIPTION	STOCK NO.
1	100'	PIPE STEEL 8", FBE OR XTC, API5L GRADE B/X42, .188 WALL	GPIPE-BAJ
2	2	8" LINE STOPPER, HALF FITTING	DLS04G
3	4	STOP, 8" SEALING ELEMENT (.188" WALL)	452060
4	4	CAP, PIPE: 8", BW, STD, BLACK STL	DC007G
5	4	ELBOW, PIPE: 8", WELD, 45 DEG, STL, STD RADIUS	450938
6	1	8"X8"X4" WELD TEE, STD, CS, BW	N/S
7	1	4" STEEL X 4" PE TRANSITION FITTING	DIF02G
8	1	VALVE, BALL: 4", BUTT FUSION STUB END, POLYETHYLENE 3408 BODY	DV02G
9	1	CAP, PIPE: 4" IPS, BUTT FUSION, POLYETHYLENE 3408, GR P34	DC003G

LARKIN CIR MATERIAL LIST - 3000236040

NO.	QTY.	DESCRIPTION	STOCK NO.
* 20	405'	PIPE, STD: 2" IPS, 500' LG, PLAIN ENDS, POLYETHYLENE 3408, GR P34	GPIPE-ABF
* 21	460'	PIPE, STD: 4" IPS, 40' LG, PLAIN ENDS, POLYETHYLENE 3408, GR P34	GPIPE-AAH
* 22	2	ELBOW, PIPE: 4" IPS, BUTT FUSION, 90 DEG, POLYETHYLENE 3408	450925
23	1	COUPLING, PIPE: 4" IPS, ELECTROFUSION	450644
* 24	1	CAP, PIPE: 4" IPS, BUTT FUSION, POLYETHYLENE 3408, GR P34	DC003G
* 25	3	ELBOW, PIPE: 4" IPS, BUTT FUSION, 45 DEG, POLYETHYLENE 3408	450923
26	1	4" LINE STOPPER, SIDE OUT FITTING	DLS07G
27	1	4" STEEL X 4" PE TRANSITION FITTING	DIF02G
28	2	2" BLIND FLANGE, RF, CLASS 150	450950
29	2	2" GASKET, RF, CLASS 150	470040
30	8	5/8" X 3" STUDS A193 B7 WITH 2 HEAVY NUTS A194 2H	470360
31	3	PIPE PLUG, 1-3/4" TO 2-1/2" WOOD	470178
32	1	4" BLIND FLANGE, RF, CLASS 150	450960
33	1	4" GASKET, RF, CLASS 150	470050
34	8	5/8" X 3-1/2" STUDS A193 B7 WITH 2 HEAVY NUTS A194 2H	470370
35	2	PIPE PLUG, 3-1/2" TO 4-1/2" WOOD	470179
36	1	4" LINE STOPPER, HALF FITTING	DLS03G
37	1	STOP, 4" SEALING ELEMENT (.237" WALL)	452043
38	1	CAP, PIPE: 4", BW, STD, BLACK STL	450185
39	1	2" TAP OFF 4" STEEL	D1005G
* 40	1	ELBOW, PIPE: 2" IPS, BUTT FUSION, 90 DEG, POLYETHYLENE 3408	450913
41	1	CAP, PIPE: 2" IPS, BUTT FUSION, POLYETHYLENE 3408, GR P34	DC001G
42	1	COUPLING, PIPE: 2" IPS, ELECTROFUSION	450642
43	1	17# ANODE	470030

* MATERIAL SUPPLIED BY NVENERGY & INSTALLED BY CONTRACTOR

FOR NV ENERGY USE ONLY

WO#	Map#		
Work Location:			
Installation Company:			
Test Method:	<input type="checkbox"/> Chart <input type="checkbox"/> Gauge		
Test Medium:			
Test Duration:			
Test Pressure (psia):			
Tested By (employee):			
Test Date:			
Highlight components tested on drawing:			
Main Connection Information			
Connected To:	<input type="checkbox"/> Main <input type="checkbox"/> Valve		
Material:	<input type="checkbox"/> PE <input type="checkbox"/> Steel		
Diameter:	in		
Depth:	ft		
Coating:	<input type="checkbox"/> Black <input type="checkbox"/> XTC <input type="checkbox"/> FBE		
CP Read:	mV		
New Main			
Feet Laid	Size	Type	Main/Svc
Retired/Abandoned/Removed			
Feet Laid	Size	Type	Main/Svc

NO.	REVISION	DATE	DRAWN	REVIEWED
1	ORIGINAL ISSUE	10/17/2013	WJ	
2				
3				
4				
5				
6				
7				
8				
9				
10				

Gas Engineering Services
 Project Contact: Matt Brecke
 Office: (775) 834-7041
 Cell:
 Email: mbrecke@nvenergy.com

NVENERGY
 P. O. Box 10100
 6100 Reno Road
 Reno, NV 89520-0024

**NORTH TRUCKEE DRAIN
 GAS RELOCATIONS
 GREG STREET & LARKIN CIRCLE**
 1920-11

PID NUMBER
 GREG STREET 8"
 3000267183
 LARKIN CIRCLE
 3000236040
 Sheet 2 of 2





**RULE 9
GAS MAIN EXTENSION AGREEMENT**

Agreement No.: 18394
PID: 3000267183
Date Prepared: 01/16/2014

**Exhibit B
Cost Worksheet**

[Attached]

Cost Worksheet ("Exhibit – B")



Project ID : 3000267183	Project Title : G-Greg St 8" Gas Main Relocation-S&H-City of Sparks
Units :	kVA : 0
Contract Type :	NVEnergy Contact : Jim Cain
Estimate Version : 1	Estimate Request Number : 26835

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	37,102.00	37,102.00	0.00	0.00
Material & Overhead	7,825.00	7,825.00	0.00	0.00
DCA	0.00	0.00	0.00	0.00
Substructure	0.00	0.00	0.00	0.00
Permit & Voucher	0.00	0.00	0.00	0.00
Applicant Installed Costs	0.00	0.00	0.00	0.00
Contingency Cost	0.00	0.00	0.00	0.00
Total Amount	44,927.00	44,927.00	0.00	0.00

Advance Calculation

Refundable	Non-Refundable
	A
Applicant Cost Subject to Refund	Applicant Non-Refundable Cost
44,927.00	0.00
Proportionate Share	(Subject to Salvage Credit & Not Subject to Excess Allowance)
0.00	Salvage Credit to be applied
Proportionate Share Waived	0.00
0.00	Excess Salvage Credit to be applied from B
Refund Subject to Allowance & Excess Salvage	0.00
44,927.00	Applicant Non-Refundable Cost
Excess Salvage Credit from A & B to be applied to Refundable	0.00
0.00	(Not Subject to Excess Allowance After applying Salvage Credit)
Current Allowance	0.00
0.00	B
Total Applicant Refundable Cost After applying salvage	Applicant Non-Refundable Cost
44,927.00	0.00
	(Subject to Salvage Credit & Excess Allowance)
	Salvage Credit to be applied
	0.00
	Excess Salvage Credit to be applied from A
	0.00
	Applicant Non-Refundable Cost
	0.00
	(Subject to Excess Allowance After applying Salvage Credit)
	Excess Allowance
	0.00
	Applicant Non-Refundable
	0.00
	(After applying Excess Allowance and Salvage Credit)
	Total Non-Refundable
	0.00
	Removal Cost Without Salvage
	8,468.00
	Removal of Existing Facilities
	0.00

Cost Worksheet ("Exhibit - B")



	Total Taxable Non-Refundable Cost	0.00
	Total Non-Taxable Non-Refundable Cost	0.00

Advance Summary

Advance Subject to Refund		Current Tax Rate	12.0000
Non-Taxable Advance	0.00	Total Non-Taxable	0.00
Taxable Advance	44,927.00	Total Taxable (Less Tax)	44,927.00
Tax	5,391.00	Total Tax	5,391.00
Total Advance Subject to Refund	50,318.00	Total Contract Amount	50,318.00
(subject to credits)			
Non-Refundable Advance			
Non-Taxable Advance	0.00		
Taxable Advance	0.00		
Tax	0.00		
Substructures Tax	0.00	Customer Contributed facilities value	0.00
Total Non-Refundable Advance	0.00		
Total Contract Amount	50,318.00		
(subject to credits)			
Applicant Installed Conduit Credit	0.00		
Applicant Installed Oversized Facilities Credit	0.00		
Applicant Installed Facilities Credit	0.00		
Applicant Installed Service Reimbursement Credit	0.00		
Total Applicant Credits	0.00		
Utility Betterment Expenses			
Retention Percentage	0.00		
Applicant Credit	0.00		
Retention Amount	0.00		
Design Advance	0.00		
Total Applicant Advance/Credit	50,318.00		



**RULE 9
GAS MAIN EXTENSION AGREEMENT**

Agreement No.: 18394
PID: 3000267183
Date Prepared: 01/16/2014

**Exhibit C
Allowance Worksheet**

[Attached]

Allowance Worksheet ("Exhibit - C")



Project ID : 3000267183

Project Title : G-Greg St 8" Gas Main Relocation-S&H-City of Sparks

Short Life Years : N/A

For this ProjectId 3000267183

Allowance Information is not entered on the Project or Allowance is not applicable for this Project.