DESIGN COST AGREEMENT

This Design Cost Agreement ("**Agreement**") is entered into by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Utility**") and City of Las Vegas, a municipal corporation of the State of Nevada, on behalf of its Department of Public Works ("**Applicant**"). The Parties are referred to herein individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

(A) Utility owns and operates electric transmission and distribution facilities and provides electric service to the public in accordance with a tariff filed with the Public Utilities Commission of Nevada ("**Commission**").

(B) Utility holds certain Property Rights, which among other things permit Utility to locate and operate the Alta Substation and certain communication facilities and electric line systems for the distribution and transmission of electricity.

(C) Applicant proposes to develop the property commonly known as 309 South Valley View Boulevard, Las Vegas, Nevada, 89107, and further described as APN 139-31-602-003 (the "**Property**"). Because all or a portion of the Development might conflict with the Facilities and Alta Substation located on the Property, Applicant has requested that Utility perform design, engineering and other work to determine whether Utility can modify Alta Substation and those Facilities. If Utility agrees to modify its Facilities and Alta Substation, Applicant must sign Utility's standard "Facilities Relocation Agreement" and perform obligations in accordance with that agreement.

(D) Utility has agreed that, in accordance with Rule 9, other applicable provisions in its Tariff Schedules, and this Agreement, it will perform engineering work, develop a design, prepare a detailed scope of work, prepare a cost estimate and perform other activities in connection with Applicant's request to modify the Facilities and Alta Substation.

(E) Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular 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:

DESIGN COST AGREEMENT

AGREEMENT

1. DEFINITIONS

In addition to other terms defined elsewhere in this Agreement, when the following terms appear, whether used in the singular or plural, they have the following meanings.

1.1 Apparatus: Electrical equipment requiring more than six (6) months to manufacture and deliver.

1.2 Contributions in Aid of Construction ("CIAC"): Costs including, but not limited to, those referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

1.3 Cost True-Up: The accounting process in which Utility compares actual Costs to the Estimated Cost.

1.4 Costs: Direct and indirect costs associated with this Agreement, including, but not limited to, those for permitting; satisfying condition(s) of a Permit(s); engineering; Apparatus; Apparatus acquisition, handling and storage; surveys; labor; contractors and subcontractors; potholing; soil exploration and testing; contract termination or Apparatus cancellation fees; administrative and general overheads such as "Allowance for Funds Used During Construction" (AFUDC); local, state and federal taxes and assessments; Tax Effect. Costs incurred by Utility in good faith before the Effective Date are included within this definition.

1.5 Development: Applicant's project commonly known as the Valley View at Alta Drive Trail Modification and generally located east of Valley View Boulevard and north of Alta Drive on the Property.

1.6 Effective Date: The date this Agreement is last signed below.

1.7 Facilities: Utility's existing communication and electric line systems for the distribution and transmission of electricity commonly known as the Alta-Westside 69 kV transmission line, associated appurtenances and the underbuilt 12 kV distribution facilities.

1.8 Force Majeure: An event or condition that is beyond the control of Utility, that occurs without the fault or negligence of Utility, and that renders Utility's performance impossible or impractical. Force Majeure may include orders of government agencies, war, riots, acts of terrorism, sabotage, civil insurrection, fires, floods, earthquakes, lightning, epidemics, weather, strikes, lock-outs, work stoppages or other labor difficulties (including a labor difficulty involving Utility's work force), and other events or conditions.

1.9 Improvement Plans: Applicant's grading, detail, utility, and traffic drawings.

1.10 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.

1.11 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.

1.12 Project Manager: The individual appointed by each Party to serve as the single point of contact for all issues relating to the Agreement.

1.13 Property Rights: Real property rights such as easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, distribution encroachment agreements, Permits, prescriptive rights, and rights-of-way.

1.14 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and, unless otherwise specified, is the version in effect as of the Effective Date. The applicable provisions of Rule 9 apply to this Agreement.

1.15 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of the Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time. However, Rule 9 is the version in effect as of the Effective Date.

1.16 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for CIAC and Applicant's non-cash contributions that Applicant must pay in accordance with the Nevada Administrative Code (NAC) § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the Effective Date. However, if the Parties sign a "Facilities Relocation Agreement" and Applicant must pay Tax Effect, the applicable Tax Effect will be payable and applied at the rate effect in Rule 9 (as that rule is amended) as of the effective date of that subsequent contract.

2. PROJECT SCOPE

2.1 Utility's Scope of Work. Utility will, at Applicant's Cost, perform (or cause to be performed) the following:

(A) Develop engineering and detailed plans (the "**Design**") to modify all or a portion of the Facilities and Alta Substation on the Property ("**Design Project**").

(B) Perform engineering, survey, design work, right-of-way work, potholing, soil exploration and testing, and other work for the Design Project

(C) Prepare a detailed cost estimate to perform the Design Project.

(D) Submit the Design to the City of Las Vegas, Nevada for permitting.

(E) Draft and compile the Facilities Relocation Agreement.

(F) Research Property Rights and prepare Property Rights documents for the future relocated Facilities and modified Alta Substation.

(G) Procure the following Apparatus: one distribution steel pole.

2.2 Stop Work; Termination. If Applicant requests that Utility stop performing any portion of the work identified in Section 2.1 ("**Stop Work Request**") before Utility completes some or all of that work, Utility will (at Applicant's Cost) stop work within a reasonable time after receiving the Stop Work Request and take reasonable actions to minimize the Costs associated with the Stop Work Request. If Applicant does not provide Utility with a request to resume work within ten (10) business days of the date on the Stop Work Request, this Agreement will terminate. All requests made by Applicant under this Section must be in writing and sent to Utility in accordance with the "Notices" Section.

3. DESIGN DEVELOPMENT; ACCESS

3.1 Preparing the Design. Based on information provided by Applicant and in accordance with Utility's standards, Utility will prepare the Design. Applicant must confirm in writing that the Design does not conflict with its Development.

3.2 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any property owned or controlled by Applicant, as Utility deems necessary for the purposes of carrying out this Agreement.

3.3 Applicant's Obligation to Provide Information to Utility. Within ten (10) business days after Utility's written request, Applicant must provide information and documentation requested by Utility, such as information and documentation relating to the Development; the Improvement Plans; and, to the actual cost of Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12.

3.4 No Obligation. This Agreement does not obligate either Party to sign the Facilities Relocation Agreement.

4. COST RESPONSIBILITY, PAYMENT AND SETTLEMENT

4.1 Responsibility for Costs. Applicant is responsible for all Costs.

4.2 Estimated Cost. The estimated Cost is $85,505.00 ("**Estimated Cost**"). Applicant must pay the Estimated Cost to Utility when Applicant delivers the signed Agreement to Utility. The actual Costs might be more or less than the Estimated Cost and it is possible that not all Costs are identified on Exhibit B; however, Applicant is required to pay the actual Costs. Utility is not obligated to perform or continue performing any work in connection with this Agreement until after Applicant delivers the signed Agreement to Utility and pays Utility the Estimated Cost.

4.3 Cost True-Up. No later than 60 days after Utility delivers the Design and after all Costs have been recorded, Utility will perform a Cost True-Up ("**Section 4.3 Cost**

True-Up"). Based on that Section 4.3 Cost True-Up, Utility will either send Applicant an invoice or return any overpayment to Applicant. However, if the Parties sign a "Facilities Relocation Agreement," Utility will perform a Cost True-Up by the deadline specified in that subsequent contract.

4.4 Invoicing. Utility may periodically invoice Applicant for its Costs under this Agreement. Applicant must pay all invoices, even if Utility sends Applicant an invoice after Utility performed a Section 4.3 Cost True-Up or a Section 5.3 Cost True-Up and even if Utility returned an overpayment to Applicant.

4.5 Payment of Invoices; Work Stoppage for Non-Payment. No later than thirty (30) days after receiving an invoice from Utility, Applicant must pay the invoice in full. If Utility does not receive timely payment, then Utility, in its discretion and without liability to Applicant, may stop some or all work. Any delay in payment might result in a delay in completing some or all Utility's scope of work identified in Section 2.

4.6 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.

4.7 Interest on Amounts Due Utility. Any amount unpaid by Applicant and due 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.

4.8 Right to Set Off.

(A) Utility's Right to Set Off Amounts Owing. 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.

(B) 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:

(1) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation;

(2) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development; and

(3) The amount to resolve all conflicts between the Development and Utility's Property Rights within or adjacent to the Development.

(C) Other Rights and Remedies. If Utility offsets any amount in accordance with this Section, Utility may still pursue all other rights and remedies it may have.

5. DEFAULT, TERM, AND OBLIGATIONS SURVIVING TERMINATION

5.1 Default.

(A) 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 the particular failure from the other party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare a default. The Non-Defaulting Party 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.

(B) Notice to Utility's Legal Department. In addition to sending Section 10 written notice to Utility's Project Manager, Applicant must also send a copy of that notice to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

5.2 Term of Agreement. This Agreement is effective on the Effective Date. Unless termination occurs under Section 2.1, Section 5.1, Section 6.4 or otherwise, this Agreement terminates six months from the Effective Date.

5.3 True-Up of Costs. If the Agreement terminates, Utility has not performed a Section 4.3 Cost True-Up and the Parties are not going to sign a "Facilities Relocation Agreement," then no later than sixty (60) days after all Costs have been recorded Utility will perform a Cost True-Up ("**Section 5.3 Cost True-Up**"). Based on that Section 5.3 Cost True-Up, Utility will either send Applicant an invoice or return any overpayment to Applicant.

5.4 Obligations Surviving Default or Termination. 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) Paying all Costs, whether incurred before or after excuse of performance, default or termination, and paying all Costs that result from excuse of performance, termination or a Party's default.

(B) Resolving all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development, at Applicant's expense.

(C) Resolving all conflicts between the Development and Utility's Property Rights within and adjacent to the Development, at Applicant's expense.

The provisions of Section 4.3, Section 4.4, Section 4.5, Section 4.6, Section 4.7 and Section 5.3 continue to apply to Section 5.4.

6. FORCE MAJEURE (EXCUSABLE DELAY)

6.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, Utility must promptly notify Applicant in writing of the delay within twenty (20) business days after Utility has actual knowledge that a Force Majeure event exists. This notice must include a description of the delay and the cause and estimated duration of the delay.

6.2 Duty to Mitigate Effects of Delay. Utility must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

6.3 Notice of Resumption of Performance. Utility must promptly notify Applicant in writing when the Force Majeure event has ended and when performance will resume.

6.4 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 prior written notice to Applicant.

7. PRECEDENCE

7.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, unless otherwise specified the applicable portions of Rule 1 and Rule 9 that relate to Section 4 of this Agreement are the versions of those rules that are in effect as of the Effective Date. Notwithstanding Section 11.4, 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.

7.2 Integration. This Agreement represents the entire and integrated agreement between Utility and Applicant and supersede all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

8. CONFIDENTIALITY

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

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

8.3 Protection of Confidential Information.

(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 8 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 8 will also apply to the receipt of non-public 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.

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

8.5 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, Clark 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.

8.6 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.

8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

9. REPRESENTATIONS

9.1 Utility's Standing in Nevada. Utility represents that, as of the date of this Agreement, it is duly organized, validly existing and in good standing under the laws of the State of Nevada with the valid corporate power to enter into and perform all of its obligations under this Agreement.

9.2 Applicant's Standing in Nevada. Applicant represents that, as of the date of this Agreement, it (A) is duly organized, validly existing and in good standing under the laws of the State of Nevada, (B) is registered as a foreign corporation, if applicable, and (C) is licensed to do business in the State of Nevada, and (D) has valid corporate or governmental power to enter into and perform all of its obligations under this Agreement.

9.3 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.

10. NOTICES

10.1 Method of Delivery. 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 Manager as identified in Exhibit A.

10.2 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 Manager or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

10.3 Reference to Agreement Number. Applicant must include a reference to Agreement number 10-00759DCA in any notice to Utility and when paying any invoice.

10.4 Notice to Utility's Legal Department. For all notices given by Applicant to Utility under Section 2.1 or Section 5, Applicant must also send a copy of the notice to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, NV 89146
FAX: (702) 402-2069

11. MISCELLANEOUS PROVISIONS

11.1 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.

11.2 No Obligation to Provide Electric Service to Development. Utility does not have an obligation to provide electric service to Applicant's Development until after (A) Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's Cost and to Utility's satisfaction, (B) Applicant resolves all conflicts between the Development and Utility's Property Rights, at Applicant's Cost and to Utility's satisfaction, (C) pays the Estimated Cost in accordance with Section 4, and (D) Applicant satisfies all of its other obligations under this Agreement. If Applicant requires electric service for its Development and Utility must modify its system in order to provide the requested electric service, Applicant must follow Utility's procedures and enter into a separate contract for that electric service.

11.3 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.

11.4 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

11.5 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

11.6 Assignment. This Agreement is 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. Notwithstanding the foregoing, either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. Applicant's successor or assignee must agree in writing to assume all obligations and liabilities under this Agreement.

11.7 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

11.8 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. This discretion is not subject to any external standard, including, but not limited to, any standard of custom, "good faith" or reasonableness.

11.9 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.

11.10 Remedies. All rights and remedies of the Parties provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other available remedies at law, in equity, or otherwise.

11.11 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.

11.12 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.

11.13 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.

11.14 Independent Contractors. Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

NEVADA POWER COMPANY
d/b/a NV Energy

By: Herbert Goforth
Herb Goforth
Exec, Tech Services and Support

Date: 9/2/2010

CITY OF LAS VEGAS

By: Oscar B. Goodman
Oscar B. Goodman
Mayor

Date: 8/18/2010

ATTEST:

By: Vicky Skilbred
~~Beverly K. Bridges, MMC~~
~~City Clerk~~
By: Vicky Skilbred, CMC
Acting City Clerk

Date: 8/18/2010

APPROVED as to form:

By: John S. Ridilla
John S. Ridilla
Deputy City Attorney

Date: 7/20/10

DESIGN COST AGREEMENT

Exhibit A
Agreement Contacts

Utility (Nevada Power Company d/b/a NV Energy)	
Address	6226 W. Sahara Ave. Las Vegas, NV 89146
Mailing Address	P.O. Box 98910, M/S 10A Las Vegas, NV 89151-0001
Project Manager	Scott Kaufmann
Telephone	(702) 402-2236
Cellular Telephone	(775) 830-1466
FAX	(702) 402-5489
Email	SKaufmann@nvenergy.com

Applicant (City of Las Vegas, Department of Public Works)	
Address	420 North Fourth St. Las Vegas, Nevada 89101
Project Manager	Jeremy P. Leavitt, P.E.
Telephone	(702) 229-6278
Cellular Telephone	(702) 376-7098
FAX	(702) 464-2586
Email	jeleavitt@lasvegasnevada.gov

DESIGN COST AGREEMENT

Exhibit B
Estimated Cost

Description	Amount
Distribution Design Work	
Feeder Design	$ 6,168.00
Land Services	$ 1,023.00
Distribution Apparatus	
Distribution Steel Pole	$ 24,176.00
Subtotal	**$ 31,367.00**
15% Contingency	$ 4,705.00
Distribution Subtotal	**$ 36,072.00**
Substation and Civil Design Work	
Substation Physical Design	$ 1,796.00
Substation Electrical Design	$ 1,796.00
Civil Design	$ 27,259.00
Civil Permitting	$ 10,499.00
Land Services	$ 1,635.00
Subtotal	**$ 42,985.00**
15% Contingency	$ 6,448.00
Substation and Civil Design Subtotal	**$ 49,433.00**
Estimated Cost	**$ 85,505.00**