

MASTER PROFESSIONAL SERVICES SHORT FORM CONTRACT
BETWEEN
NEVADA POWER COMPANY D/B/A NV ENERGY
AND
GANNETT FLEMING VALUATION AND RATE CONSULTANTS, LLC
FOR
CASH WORKING CAPITAL STUDY

THIS AGREEMENT between Nevada Power Company d/b/a NV ENERGY, (“Company”), and Gannett Fleming Valuation and Rate Consultants, LLC (“Consultant or Contractor”), having its principal place of business at 207 Senate Avenue, Camp Hill, PA 17011 enter into this Master Professional Services Short Form Contract (“Contract”), meaning these terms and conditions, the Purchase Order, all documents incorporated by reference on the face of the Purchase Order or attached thereto (including without limitation statements of work, specifications or scope documents), and all exhibits and amendments to all such documents as of the date of execution by the Company below (“Effective Date”). Company and Consultant individually may be referred to as a “Party” and collectively as “Parties.”

BACKGROUND: Company desires to engage Consultant to perform cash working capital lead/lag study (Services) for its Revenue Requirement Department as more particularly described in the Contract. Consultant desires to perform the Services for Company and represents to Company that Consultant and its personnel have the experience, qualifications, and capabilities necessary to complete performance. The Contract was awarded by the Company’s Procurement Department and will be administered by its revenue requirement Department.

The Contract consists of this Agreement, and all incorporated exhibits and attachments. Signing by both Parties’ authorized agents constitutes a legal obligation to perform the Contract under the terms and conditions stated herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Nevada Power Company
d/b/a NV ENERGY
“Company”

Gannett Fleming Valuation and Rate Consultants,
LLC
“Consultant”

By (Signature)

By (Signature)

Blake Groen
Director, Financial and Corporate Planning

John J. Spanos
President

Date

Date

1. DEFINITIONS. The following terms, in their singular and plural forms, shall have the following meanings when used in this Contract.

- (a) "Goods" means all materials, goods, equipment, software, drawings, sketches, deliverables and other items provided by Consultant to Company under the Contract.
- (b) "Price" means the consideration to be paid by Company to Consultant as specified in and set forth in EXHIBIT B.
- (c) "Purchase Order" or "PO" means the document which is used to engage Consultant to provide Work pursuant to the terms and conditions set forth in this Contract.
- (d) "Services" means the services to be provided or performed by Consultant under the Contract.
- (e) "Term" means period commencing upon the Effective Date and expiring December 31, 2020, unless earlier terminated as provided herein.
- (f) "Work" means all Services and Goods provided by Consultant as provided in EXHIBIT A.
- (g) "Work Site" means the Company property on which the Work is performed.

2. PAYMENT. Company will pay an undisputed invoice within thirty (30) days of receipt of invoice.

3. INVOICING. Each invoice Consultant submits for payment must contain, at a minimum, the following information:

- (a) A valid Company PO number, including the leading zeros;
- (b) The PO Revision Number, if applicable;
- (c) On invoices for materials, a reference to the PO line number and schedule number for each invoice line;
- (d) The full name of Company personnel who requested the expenditure (to the extent available);
- (e) Consultant's legal entity name and mailing address and the full name, title, and telephone number of its contact person;
- (f) Consultant's remittance address if that address is different from its mailing address;
- (g) A unique invoice number;
- (h) Invoice date, its due date, and the terms of any early payment discount;
 - a. Invoices for Goods shall not have an invoice date prior to the expected delivery date of the Good;
 - b. Invoices for Services shall not have an invoice date be more than three (3) days prior to the expected arrival of the invoice to Company's Accounts Payable department;
- (i) Separate invoice lines for material and labor with appropriate tax applied to material portion only;
- (j) A separate invoice line for freight, if freight charges will exceed \$250 under this Contract, along with supporting documentation showing the freight charges;
- (k) Tax shown as a separate line item, as applicable;
- (l) A separate invoice line for miscellaneous charges;
- (m) Total invoice amount and any supporting documentation;
- (n) Shipping date, ship to address, and shipping method; and
- (o) To the extent applicable, signed lien waivers and releases from Consultant and all of its subcontractors and suppliers in form and substance satisfactory Company ("Lien Waivers").

Consultant shall submit invoice to the Company by either email or standard mail as follows:

- Email invoice to: APinvoice@nvenergy.com. The email must contain only one (1) PDF file, with the invoice as first document and any backup as additional pages. There will be only one (1) attachment per email.
- Mail all invoices to: NV Energy, Accounts Payable Processing Center, P.O. Box 10100, Reno, NV 89520-0024.

4. **TAXES.** Consultant is responsible for paying all sales, excise and other taxes relating to the Work for this Contract, including Nevada state sales tax, but excluding the income tax Company must pay on its net income.
5. **RECORDS AND AUDIT.** Consultant shall keep accurate and complete accounting records in support of any cost-based billings and claims to Company in accordance with generally accepted accounting principles. Company, or its audit representatives, shall have the right at any reasonable time or times to examine, audit, and copy the records, vouchers, and other source documents which relate to any claim for compensation other than pricing elements which are fixed in amount by the Contract. Such documents shall be available for examination, audit and reproduction for four (4) years after completion or termination of the Contract.
6. **NOTICE.** Any notice by either Party to the other shall be delivered to the office of the designated representative of the other Party, or, if deposited in the mail properly stamped with the required postage and addressed to the office of such representative. The Parties' designated representatives and addresses for purposes of notice shall be as set forth on the face of the Purchase Order. Either Party may change the name or address of the designated recipient of notices by delivery of written notice of such change as provided for in this Section. Notice to the Company shall include a copy to the General Counsel.

Banking Information Changes: Requested changes to Consultant's banking information may take up to 60 days to process. Except upon approval of Company's Chief Financial Officer or equivalent, Company shall continue to use Consultant's previous banking information. Company shall not be liable for late fees or interest on any late or missed payments due to Consultant's requested changes that could not be reasonably verified by Company. Changes to Consultant information will be confirmed by Company with the following Consultant staff:

Consultant Treasurer:	Consultant Senior Manager:	Consultant Senior Manager:
Name:	Name:	Name:
Title:	Title:	Title:
Address:	Address:	Address:
Telephone:	Telephone:	Telephone:

Consultant website:

7. **CREDENTIAL REQUIREMENTS.** As its profession requires, Consultant represents and warrants that it has the proper credentials to perform the Work in the State of Nevada and is properly licensed, registered, or certified for the performance or provision of Work in the State of Nevada, and that any subcontractor is properly licensed, registered, or certified for its part of the Work.
8. **WARRANTIES.** Consultant represents and warrants that it has sufficient skill and experience to provide the Goods or Service hereunder. Except to the extent provided otherwise in the Contract, Consultant warrants that all Work shall:
 - (a) be new and of specified quality, or of a commercially acceptable grade if no quality is specified;
 - (b) free from any defect in design, material, or workmanship and conforms with applicable drawings and specifications set forth in the Contract;

(c) be fit for Company's specified purpose and comply with applicable industry and professional standards; and

(d) does not infringe the intellectual property rights of a third party.

For a period of one (1) year from the date the applicable Work is completed by Consultant and accepted by Company, Consultant shall at its own expense promptly, repair, replace or re-perform any portion of the Work that is defective or in any way fails to conform to the foregoing warranty or, at Company's option, refund the purchase price. Any such repair, replacement or re-performance shall be re-warranted hereunder for a period of one (1) additional year following the date of completion and acceptance thereof. If Consultant fails to promptly implement corrective action as required herein, Consultant is responsible for any cost incurred by Company related to any defective or nonconforming Work and Company may conduct the necessary corrective action at Consultant's expense. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

9. INSURANCE. Consultant shall, prior to commencing Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-:VII or better such insurance as will protect Consultant from liability and claims for injuries and damages ~~to the extent caused by which may arise out of or result from~~ the Work and for which Consultant may be legally liable, whether such operations are by Consultant or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Consultant shall insure the risks associated with the Work and the Contract with the minimum coverages and limits as set forth below:

- (a) General liability insurance, with a combined \$2 million single limit for each occurrence and \$2 million in the annual per project aggregate;
- (b) Automobile liability insurance, with a combined \$1 million single limit for each person and \$1 million for each occurrence;
- (c) Workers compensation insurance per statutory requirements;
- (d) Professional liability insurance having a \$2 million limit per claim made in the annual aggregate and a one (1) year extended reporting provision, which may be met with subcontractors insurance; and
- (e) Excess/umbrella liability insurance having a minimum limit of \$5 million each occurrence and aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in employer's liability insurance, commercial general liability insurance and automobile liability insurance. Consultant shall provide notice to Company, if at any time the full umbrella limit required under this Contract is not available, and purchase additional limits, if requested.
- (f) Employment Practices Liability Insurance ("EPLI") having a minimum limit of \$1 million limit each occurrence for defense fees and costs, and \$1 million limit each occurrence for settlement or liability.
- (g) Network Security & Privacy Liability. If the Work or Services under the Contract involves the rendering of IT services including, but not limited to: software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connections to systems, technology or network(s); or if Contractor in any way collects, obtains, maintains or in any way accesses or uses Confidential Information, then Contractor, and its Subcontractors shall maintain Network Security & Privacy Liability coverage, including Professional Errors & Omissions, throughout the term of this Contract and for a period of two (2) years thereafter, with a minimum required limit of \$5,000,000 Each Claim.

Consultant shall maintain a "Certificate of Insurance" naming Company as an "Additional Insured" under all liability policies ~~except professional liability and cyber liability~~, stating that the insurance is primary with respect to Company's interest and that any insurance maintained by Company is excess and not contributory, providing for separation of insured coverage, and providing waivers of

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subrogation on all coverage. Consultant shall notify Company immediately if at any time any one of Consultant's insurers issues a notice of cancellation for any reason and shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to commencement of Work.

Commented [A1]: This is GF's business decision to agree to WOS

10. INDEMNIFICATION. The Consultant shall be responsible for, and shall indemnify, defend and/or hold the Company, its parent, subsidiaries and affiliated companies, officers, directors, representatives, affiliates, workers, agents, and employees (hereinafter "Indemnitees") harmless, from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, settlement payments, penalties, fines, interest, judgments of any kind, however arising, including costs, attorneys' fees and expenses incident thereto, which may be suffered by, accrue against, be charged to or recoverable from any of the Indemnitees, by reason of: (a) any failure of or breach by the Consultant or any of its personnel) to comply with any of the terms and conditions of this Agreement, (b) acts or omissions of the Consultant, including Consultant's personnel, related to any claims for bodily injury to or death of persons, or loss of, damage to or destruction of property arising out of or related to the performance by the Consultant or its personnel under this Agreement; (c) any demand, claim, charge, suit or accusation of any kind of direct or vicarious liability based on conduct of any kind allegedly imputed to the Indemnitees as the "employer" or "joint employer" of any of the Consultant's personnel assigned to the Company concerning any claim brought under any federal, state, or local statute, law, regulation, or ordinance, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42 U.S.C. sections 1981 and/or 1983, the Equal Pay Act of 1963, the Occupational Safety and Health Act, the Fair Credit Reporting Act, the Consolidated Omnibus Budget Reconciliation Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Patient Protection and Affordable Care Act, the U.S. Constitution, all similar state and local statutory employment claims, and any common law claims including, but not limited to, claims for breach of contract, breach of the implied covenant of good faith and fair dealing, violation of public policy, whistle blowing, negligent hiring, supervision and/or retention, assault, battery, defamation, false imprisonment, and tortious interference; (d) any liability for premiums, contributions or taxes payable under any workers' compensation, unemployment compensation, benefit, or tax withholding laws; (e) the negligence, willful misconduct, or violation of law by any of the Consultant's personnel in the performance of the obligations under this Agreement; and/or (f) any claim or allegation that any confidential information obtained by the Consultant's personnel infringes or violates any trademark, patent, copyright, trade secret, or other intellectual property or proprietary right of any third party. Consultant agrees to provide Company with notification within ten (10) days of either the discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first. Indemnitees shall cooperate with the Consultant and its counsel in the defense of any such claim or lawsuit at the Consultant's expense. This paragraph shall survive any termination of this Agreement. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

11. CONSULTANT'S PERSONNEL.

- (a) Consultant shall comply with any background check requirements, drug testing requirements or other access requirements that are applicable to Consultant personnel based on the scope of the Work Site access required to complete the Work. Company, or its audit representatives, shall have the right at any reasonable time or times to examine, audit and copy the records and documents pertaining to such requirements, provided Consultant may redact personal information (i.e. SSNs/birthdates) from such records. Consultant shall comply with federal, state and local laws governing drug and alcohol testing and the consequences of a failed test.

- (b) **Employment Status.** Consultant, and not Company, is the employer of Personnel. Consultant will ensure all Personnel are W-2 employees of Consultant for all purposes, whether common law or statutory, including but not limited to federal, state and local tax withholding, reporting and remitting obligations, minimum wage, overtime, paid sick leave and other employee compensation or benefits laws, worker's compensation laws, and discrimination and harassment laws.
- (c) **Wage and Hour.** Consultant agrees that it will pay Personnel on a W-2 basis and in compliance with all applicable federal, state and local wage and hour laws, including but not limited to minimum wage and overtime requirements, and any other wage payment, reimbursement, recordkeeping, or similar laws under applicable federal, state or local law. Consultant is solely responsible for determining if any Personnel is eligible for any overtime.
- (d) Consultant shall be the W-2 employer of the Personnel for purposes of the withholding and payment of employment taxes. Consultant shall be exclusively responsible for and will comply with applicable laws governing the reporting and payment of payroll taxes attributable to wages paid to Personnel, including but not limited to: (i) federal, state, and local income tax withholding; (ii) federal and state unemployment tax ("FUTA" and "SUI"); (iii) contributions required by the Federal Insurance Contribution Act ("FICA") and (iv) healthcare insurance, benefits and related reporting as required under the Patient Protection and Affordable Care Act (the "Affordable Care Act").
- (e) Upon the Company's request, Consultant will present the Company proof that Personnel are W-2 employees of Consultant. If Consultant fails to provide such proof, the Company shall have the right to withhold payment under this Agreement due for services provided by such Personnel and/or terminate this Agreement.
- (f) **Sick Leave.** For Personnel performing services in state, county, or local jurisdictions that mandate minimum levels of paid sick time be made available to employees, the Consultant agrees to provide sick days as required under such statutes. It is the sole and exclusive responsibility of the Consultant to track paid sick leave for Personnel and meet other requirements of paid sick leave laws. The Consultant agrees to fully defend and indemnify the Company for any allegations that are asserted by any Personnel that either the Consultant or the Company did not comply with these paid sick leave laws.
- (g) **Benefits.** The parties acknowledge and agree that Consultant and not the Company is responsible for the provision of all employee benefits for Personnel, including without limitation benefits such as meals, parking, transportation, paid time off, holidays, retirement benefits, fringe benefits or perks. Personnel shall not be eligible to enroll in or participate in Company's employee benefits programs. Consultant shall be solely responsible for providing any benefits required by applicable local, state and federal laws, statutes, regulations and ordinances governing employment.
- (h) **Worker Verification.** The Consultant will verify and ensure that its Personnel furnished to the Company meet all requirements to work, and have all necessary permits, certifications, licenses, and/or documents, including but not limited to any forms required by the U.S. Citizenship and Immigration Services to be timely completed and kept by the Consultant, in accordance with federal and state laws. No Personnel shall be supplied to the Company without a complete employment application on file with the Consultant. The Consultant will provide the Company with a written confirmation of completion of all reference checks, background checks, and drug screens prior to Personnel's starting date at the Company. Upon request, all

pre-screening reports will be made immediately available to the Company for inspection (to review, not copy).

- (i) Human Resources. Consultant is responsible for all human resource functions for Personnel, including recruiting, hiring, assigning, scheduling, employment-based counseling, discipline, termination, salary determination, performance evaluations, and making legally-required employment law disclosures (including wage-hour posters).
- (j) Workers' Compensation and Unemployment. Consultant is responsible for providing workers' compensation benefits or coverage for Personnel in amounts at least equal to what is required by law. Consultant is responsible for unemployment compensation for Personnel.
- (k) Policies. The Consultant is responsible for ensuring that each Personnel has been provided with and/or received any and all policies, certifications, and training necessary to perform the work for which the worker is assigned. To the extent possible, the Consultant must conduct the necessary orientation and trainings for each worker prior to his or her start date at the Company, including (i) review of the Consultant's general policies and procedures (e.g., policies on working hours, break and meal times, conduct, attendance and tardiness, etc.), (ii) review of any safety videos and related safety guides provided by the Consultant, as applicable, and (iii) review of the Consultant's safety requirements. Prior to commencing any assignment, the Consultant must execute a checklist that acknowledges Personnel's satisfactory completion of this orientation and training. The Consultant will advise all its Personnel of their obligation to comply with all of the Consultant's and Company's safety, anti-harassment, anti-discrimination and anti-retaliation, and other policies applicable to the work performed while assigned to the Company; provide each Personnel with a copy of the policies; and obtain a signed acknowledgement from each Personnel of receipt and review of the policies and agreement to comply with the policies. All Personnel, like all vendors performing services for the Company on site, are expected to comply with the Company's policies. Time spent by the Personnel to attend such orientation and training may be billed by Consultant to Company as compensable time under this Agreement.
- (l) Affordable Care Act. The Consultant agrees to comply with all requirements of the Affordable Care Act for the Personnel. Specifically, the Consultant agrees to offer group health insurance that is compliant with the Affordable Care Act, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" Personnel and the applicable employer information reporting provisions. Consultant shall charge the Company a premium fee of \$0.30 per hour for only those Personnel who have elected to participate in qualifying group healthcare insurance. Company shall pay an additional rate of \$0.30 per hour only for those Temporary Workers electing Minimum Essential Coverage (as defined under the Affordable Care Act) offered by the Consultant. With prior approval, the ACA premium can be billed monthly or quarterly. The Consultant agrees to fully defend and indemnify the Company for any allegations that are asserted by any Personnel that either the Consultant or the Company did not comply with the Affordable Care Act.
- (m) Confidential Information; Return of Property. All confidential information of the Company known or obtained by the Consultant, including the Personnel assigned to the Company, will be kept confidential, will be used only in connection with the services performed under this Agreement, and will not be disclosed to any third party unless the information is required to be disclosed by law or judicial order or has been previously disclosed publicly. "Confidential Information" means non-public intellectual property and proprietary information including pricing information, customer lists, technical information or software, analyses or other

nonpublic proprietary documents prepared or owned by the Consultant or its Company; information about the Consultant's or its Company's products, process(es) or services; professional, technical and administrative manuals; research processes, technology and technical configurations and materials; inventions and new developments and methods, whether or not patentable or reduced to practice; and databases, flow charts, and computer software. The Consultant will also ensure that any badges, access cards and other material of the Company are promptly returned to the Company for each Personnel upon termination or completion of an assignment at the Company, if not previously obtained by the Company. This paragraph is subject to the protections of the DTSA set forth above.

- (n) Worker Acknowledgement. Prior to allowing any Personnel to perform any services for Company, Consultant shall require the Personnel to sign the Worker Acknowledgment Agreement (attached hereto as Exhibit B) informing the Personnel, among other things, that he or she is an employee of Consultant, and that he or she is not an employee of the Company and is not entitled to any benefits or compensation from Company.

12. CONTRACTOR CONDUCT. Consultant, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Consultant's obligations under this Contract. In conjunction with its performance of the Work, Consultant and its employees, officers, agents and representatives shall comply with, and cause its Subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Company Code of Business Conduct. Without limiting the generality of the foregoing, Consultant specifically represents and warrants that neither Consultant nor any Subcontractor employees, officers, representatives or other agents of Consultant have made or will make any payment, or have given or will give anything of value, in either case to any government official or the Company (including any officer or employee of any governmental authority or the Company) to influence his, her, or its decision or to gain any other advantage for Company or Consultant in connection with the Work to be performed hereunder. Consultant shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify Consultant's compliance with this ARTICLE 12, CONTRACTOR CONDUCT. Company shall be permitted to audit such records as reasonably necessary to confirm Consultant's compliance with this ARTICLE 12, CONTRACTOR CONDUCT. Consultant shall immediately provide notice to Company of any facts, circumstances or allegations that constitute or might constitute a breach of this ARTICLE 12, CONTRACTOR CONDUCT and shall cooperate with Company's subsequent investigation of such matters. Consultant shall indemnify and hold Company harmless from all fines, penalties, expenses or other losses sustained by Company as a result of Consultant's breach of this provision. The Parties specifically acknowledge that Consultant's failure to comply with the requirements of this ARTICLE 12, CONTRACTOR CONDUCT shall constitute a condition of default under this Contract.

Consultant Code of Conduct. Consultant will comply with and operate within the standards of Company's Consultant Code of Conduct and will require each Subcontractor in writing to do so. Consultant may obtain a copy of the Consultant Code of Conduct on Company's website.

13. COMPLIANCE WITH LAWS REPRESENTATIONS. Consultant represents and warrants: (i) that there are no agreements or arrangements that would prevent Consultant's performance hereunder; (ii) that it shall comply with all applicable local, state and federal laws.

Equal Opportunity Employer. Without limiting the generality of the foregoing, Consultant and any Subcontractors shall abide by the requirements of 41 CFR §60, 41 CFR §300, 41 CFR §741, and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Consultant and any Subcontractors shall also abide by the requirements of Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises), Executive Order 13665 (pay transparency) and the Small Business Act.

Contractor will not discriminate on the basis of race, national origin, religion, age, color, sex, disability or veteran's status, or any other characteristic protected by local, state or federal laws, rules or regulations. Contractor will make good faith efforts to recruit, qualified minorities, females, individuals with disabilities and veterans as well as all qualified applicants regardless of their race, sex, age, religion, marital status, veterans status, ancestry, national origin, citizenship, disability or any other characteristic protected by law. Contractor will comply with the following:

- Executive Order 11246 (and its implementing regulations at 41 C.F.R. Part 60);
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-250 and 41 C.F.R. 60-300); and
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741); and,
- Executive Order 13496 (and its implementing regulations at 29 C.F.R. Part 471, Appendix A to Subpart A).

The implementing rules and regulations of the Department of Labor's Office of Federal Contract Compliance Programs are incorporated herein by specific reference.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Contractor agrees to provide Company with copies upon request of any and all written Equal Opportunity and Affirmative Action Policy reports and statements regarding Contractor as well as Federal Equal Employment Opportunity (EEO) information pertaining to the Personnel. Further, Contractor will maintain race, gender, veteran status and disability information for every Applicant (as defined below) that it considers when it refers and/or assigns Personnel to Company. An "Applicant" is any individual that: (1) Contractor considers for Assignments and/or placement with Company; (2) has the basic qualifications (as that term is defined in the Office of Federal Contract Compliance Programs' (OFCCP's) Internet Applicant definition (See 70 Fed. Reg. 58962 (Oct. 7, 2005)) for the Company position; and (3) who at no point indicates that he/she is not interested in the position.

For each position that Contractor refers Personnel to Company, Contractor will contemporaneously provide a summary chart listing the race, gender, veteran status and disability status of all qualified Applicants considered by Contractor for the job. All qualified Applicants considered by Contractor will be included on this chart, regardless of whether Contractor referred the Applicant's resume to Company. Contractor shall maintain all such records for three years.

Without limiting the Indemnity provision in this Staffing Agreement, should Contractor fail to maintain this information or should the Contractor's selection process run afoul of Executive Order 11246, its implementing regulations (41 C.F.R. Parts 60-1 and 60-2), the Uniform Guidelines on Employee Selection Procedures (41 C.F.R. Part 60-3), or Title VII, Contractor will indemnify Company from any liabilities (including back pay, front pay, interest, other damages, and liabilities related to any other remedies, such as prospective hiring) that may result from either an adjudicated or negotiated resolution to any Notice of Violations or Pre-Determination Notice issued by the OFCCP.

- 14. SAFETY and COMPLIANCE.** Consultant shall plan and direct the performance of services in compliance with service provider's safety policies, and Company's safety and work practices as published in its Consultant Accident Prevention Manual which may be obtained from the Consultant Safety Management Administrator at phone no. 702.402.5000. Consultant shall supervise all activities to ensure that its personnel and subcontractors use proper safety equipment and comply with the Consultant Accident Prevention Manual and all applicable laws.

Certification of Compliance. Consultant shall provide a statement with each invoice certifying that the Consultant has complied with all requirements of this ARTICLE 14, SAFETY and COMPLIANCE. The Company may withhold payment until such certification is provided. If the Consultant has not complied with all requirements of this ARTICLE 14, SAFETY and COMPLIANCE; the Consultant shall provide a certified statement that indicates the specific items of noncompliance and details of the corrective action that the Consultant has taken to resolve the noncompliance with this ARTICLE 14, SAFETY and COMPLIANCE.

Personnel are responsible for immediately reporting all accidents, injuries, or other health and safety issues to the Consultant, which shall promptly alert the Company verbally and in writing. Personnel must also report any and all accidents in accordance with federal and state laws and regulations. Any accident, injury or health and safety issue that involves an emergency or that could pose a continuing hazard in the workplace must be immediately reported to the Company by Personnel.

- 15. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS.** In case of a conflict in the provisions of the Contract, first, the provisions on the face of the Purchase Order and, second, these terms and conditions, shall control. The failure of either party to insist upon or enforce strict performance of any term shall not be construed as a waiver or relinquishment to the extent of any right to enforce such term or condition on any future occasion.
- 16. TERMINATION FOR CONVENIENCE.** Company may terminate this PO at any time, in whole or in part, in its sole discretion by written notice to Consultant. Upon receipt of such notice Consultant shall stop work, mitigate its damages, and within thirty (30) days submit a final invoice for work performed prior to termination.
- 17. TERMINATION FOR CAUSE.** Company may terminate this Contract immediately (i) for Contractor's failure to perform any material obligation under this Contract; or (ii) if any Contractor representation was materially false or misleading; (iii) the filing by or against Contractor of a proceeding under any bankruptcy or similar laws; or (iv) Contractor's repeated, willful or reckless violation of OSHA regulations, safety laws, or Company's safety requirements. A repeated violation

exits when similar serious safety violations occur more than once within a three (3) year period, whether in connection with the Work or otherwise.

18. TIME IS OF THE ESSENCE. Time is of the essence in this CONTRACT. If Consultant fails to complete performance within the specified time, Company may arrange for completion or purchase of substitute products or services. Consultant shall reimburse Company for the difference between the contract price and the price to replace such goods or services. Neither party shall be liable for failure or delay in performance due to acts of God or the public enemy, good faith compliance with any lawful governmental order, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of a party. The affected party shall promptly notify the other party in writing, describing the cause and the estimated duration of delay. The affected party shall use commercially reasonable efforts to avoid or remove such cause and continue performance.

19. CONFIDENTIAL INFORMATION. Consultant agrees to treat as confidential all non-public information obtained or developed by it in the performance of the Work, as well as all materials and information provided to Consultant by Company, and not to disclose the same to any third party in any manner without Company's prior written consent. Upon Company's request, Consultant shall promptly return to Company all such materials and copies thereof. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Consultant to Company shall be deemed confidential. All confidential information of the Company known or obtained by the Consultant, including the Personnel assigned to the Company, will be kept confidential, will be used only in connection with the services performed under this Agreement, and will not be disclosed to any third party unless the information is required to be disclosed by law or judicial order or has been previously disclosed publicly. "Confidential Information" means non-public intellectual property and proprietary information including pricing information, customer lists, technical information or software, analyses or other nonpublic proprietary documents prepared or owned by the Consultant or its Company; information about the Consultant's or its Company's products, process(es) or services; professional, technical and administrative manuals; research processes, technology and technical configurations and materials; inventions and new developments and methods, whether or not patentable or reduced to practice; and databases, flow charts, and computer software. The Consultant will also ensure that any badges, access cards and other material of the Company are promptly returned to the Company for each Personnel upon termination or completion of an assignment at the Company, if not previously obtained by the Company. This paragraph is subject to the protections of the DTSA set forth above.

Nothing in this Agreement prohibits an individual from reporting an event that he or she reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an investigation conducted by such a government agency. Consultant and its personnel are hereby provided notice that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined under the DTSA) that: (a) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

- 20. WORK PRODUCT/DELIVERABLES.** “Work Product” means (a) all designs, ideas, strategies, inventions, software, materials, reports, deliverables, documentation and other work product that are part of the Work or that Consultant otherwise prepares or delivers, or is required to prepare or deliver, to Company pursuant to this Contract and/or the Statement of Work and (b) all Intellectual Property Rights in and to all Work Product and each component of the Work Product. Consultant hereby assigns to Company an irrevocable perpetual license to use, in commerce or otherwise, all Work Product.
- 21. TRAVEL.** If required for the Work, pre-approved expenses for travel and related expenses will be reimbursed at Consultant’s cost to the extent that such expenses are supported by original receipts or invoices and are in accordance with Company’s travel policy attached hereto as EXHIBIT C, Guidelines for Expense Reimbursement. Such expenses will be invoiced as separate line items on any applicable invoice.
- 22. MODIFICATION.** Company may modify the scope of this Contract or applicable PO at any time. An equitable adjustment shall be made in the price and time allowed for performance, to the extent necessary to accommodate the change.
- 23. RELATIONSHIP OF PARTIES.** Consultant is an independent contractor, nothing herein shall be deemed to create an employment, partnership or agency relationship. There are no third party beneficiaries of this Contract. Consultant hereby confirms it has a separate business license and maintains a separate business facility and maintains a separate business address.
- 24. GOVERNING LAW.** This Contract is governed by the laws of the State of Nevada. The Parties irrevocably submit to the exclusive jurisdiction of the courts located in Clark County, Nevada for the resolution of any dispute relating to this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 25. PRESS RELEASE.** Consultant shall not advertise or publish the fact that Company has contracted to purchase Work from Consultant, nor shall any information relating to the Contract be disclosed without the express prior written consent of Company Corporate Communications Department.
- 26. ASSIGNMENT AND SUBCONTRACTING.** Consultant shall not assign or subcontract the Work without the prior written consent of Company.
- 27. NON-EXCLUSIVE RIGHTS.** Nothing in this Contract is to be construed as granting to Consultant an exclusive right to provide any or all of the Work anticipated herein. The use of Consultant for the Work is completely discretionary with Company. This Contract shall not be construed in any way to impose a duty upon Company to use Consultant.
- 28. ENTIRE CONTRACT; ORDER OF PRECEDENCE; MISCELLANEOUS.** This Contract (as defined herein) constitutes the complete agreement between the Parties with respect to the Work and supersedes and replaces all other terms and conditions contained in any offer, quotation, proposal or other written or oral correspondence, all of which are merged herein.
- (a) In case of a conflict in the provisions of the Contract, first, the provisions on the face of the Purchase Order and, second, these terms and conditions, shall control.

- (b) The failure of either Party to insist upon or enforce strict performance of any term shall not be construed as a waiver or relinquishment to the extent of any right to enforce such term or condition on any future occasion.
- (c) If any part of this Contract is for any reason held to be unenforceable, the remaining parts shall continue to be enforceable.
- (d) The Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart transmitted by facsimile, electronic communication in portable document format (.pdf), or similar transmission by either Party shall be deemed an original and shall be binding upon such Party.
- (e) Consultant shall not commence Work until the fully executed Contract is returned to the Consultant. Consultant shall not be compensated for Work performed prior to such time.

29. SURVIVAL. The following Articles will survive completion or termination of this Contract for any reason: RECORDS AND AUDIT, AUTHORIZED REPRESENTATIVES AND NOTICE, WARRANTIES, INDEMNIFICATION, CONFIDENTIALITY, WORK PRODUCT, ASSIGNMENT AND SUBCONTRACTING, GOVERNING LAW, ENTIRE CONTRACT; ORDER OF PRECEDENCE; MISCELLANEOUS, and SURVIVAL.

30. CYBERSECURITY

30.1 SCOPE OF THIS ARTICLE

This Article applies to Contractor and its Personnel and Subcontractors that provide hardware, software, or services to the Company that may impact the confidentiality, integrity, or availability of the Company's networks, systems, software, Data, or Confidential Information for the term of the Contract.

30.2 CYBER SECURITY CONTROLS

- a. Contractor shall have and maintain security controls to protect the Company's networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 – *Information Security Management Systems–Requirements*, and ISO/IEC 27002 – *Code of Practice for International Security Management*
- b. Contractor agrees to disclose to the Company known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.
- c. Contractor warrants that the hardware, software, and patches provided under the Contract, will not contain malicious code or any unwanted or unexpected features. Contractor agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Contractor.
- d. Contractor shall follow all applicable Company requirements for Contractor-initiated interactive remote access and system-to-system remote access with Contractor. To the extent Contractor's Personnel will have interactive remote access to Company's networks, systems or applications, Contractor's Personnel will use multi-factor authentication provided by the Company. Authentication tokens and passwords must not be shared. Upon either (i) Personnel termination actions or (ii) changes in the status of Personnel which removes their need for remote access, Contractor shall report such termination or change in status to the Company's Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.

30.3 OVERSIGHT OF COMPLIANCE

As evidence of compliance, Contractor shall either:

- a. Provide annually to the Company a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of the contract; or,
- b. Provide annually to the Company a copy of ISO 27001 certification covering the scope of the contract; or,
- c. Provide annually to the Company a third-party audit covering the security controls relevant to hardware, software, or services provided under this contract. Audit results and Contractor's plan to correct any negative findings must also be made available to the Company; or,
- d. Allow Company to conduct an assessment, audit, examination, or review of Contractor's security controls to confirm Contractor's adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Contractor's privacy and security practices. Company may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Company. Company shall give Contractor no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Company may review all controls in Contractor's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

30.4 SECURITY INCIDENT PROCEDURES; EQUITABLE RELIEF

In the event of a Contractor, or subcontractor Security Incident affecting the Company, the Company's networks, systems, software, Data, or the Company's Confidential Information,

a. Contractor shall:

- (i) notify the Company of the Security Incident as soon as practicable, but no later than 48 hours after Contractor becomes aware of it, by telephone and email; and
- (ii) provide the Company with the name and contact information for any Personnel who shall serve as Contractor's primary security contact and shall be available to assist the Company with Security Incident management, response, and recovery associated with the Security Incident.

b. Immediately following Contractor's notification to the Company of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Contractor agrees to coordinate with Company in Company's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Company.

c. Contractor shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Contractor's expense in accordance with applicable privacy laws, regulations, and standards. Contractor shall reimburse Company for actual reasonable costs incurred by Company in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.

d. Contractor shall fully cooperate at its own expense with Company in any litigation or other formal action deemed reasonably necessary by Company to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.

e. Contractor acknowledges that any breach of Contractor's obligations set forth in this Article may cause Company substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Company is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Company may be entitled at law or in

equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

31. PROHIBITED VENDORS

Contractor may not use the services or products of any company identified by the US Government and/or regulatory authorities as a security threat in the provision of Work or Services to Company, either directly or via subcontractors. The current list of prohibited vendors includes Da Jiang Innovations (DJI), AO Kaspersky Lab, ZTE Corporation, and Huawei Technologies Co. Ltd. If Contractor fails to abide by this requirement, Company will provide Contractor with notice and a 30 day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

32. CONTRACTOR PERSONNEL

If Contractor employs a former Company employee or has knowledge of a subcontractor to Contractor who employs a former Company employee, Contractor shall give Company at least 7 days' notice prior to that former Company employee being employed on a job at Company properties or assigned to work at Company properties.

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

1. Description of Professional Services

Cash Working Capital detailed Lead/Lag Study for Nevada Power Company's 2020 Electric General Rate Review Filings

2. Dates of Services

January 24, 2020 – December 31, 2020

3. Description of Deliverables

A detailed cash working capital lead/lag study of revenues and expenses for the Company's southern Nevada retail electric service area. The results of the study will be applied to the revenues and expenses for the certification period to determine the lead/lag component of the cash working capital included rate base and resulting rates. Exhibits and direct testimony, describing the results of the study for inclusion in the 2020 electric general rate review proceedings. The exhibits and direct testimony will be prepared in consultation with Company management and its counsel. During the litigation period following the rate filing, the Consultant will respond to data requests related to the study, prepare additional testimony and exhibits in support of the Company's position, review the submissions of other parties and assist counsel in developing cross-examination for its witnesses, appear at hearings for cross-examination and provide assistance with briefs as appropriate.

4. Date of Deliverables

February 14, 2020 - Draft Study (Assuming required data provided by the Company 30 days prior.)
April 6, 2020 - Draft direct testimony and exhibits.
May 8, 2020 - Finalize testimony and exhibits with Legal.
June 1, 2020 – September 21, 2020 – Respond to data responses. (If required.)
August 24, 2020 - Certification testimony and exhibits. (If required.)
September 22, 2020 – Review intervenor testimony. (If required.)
October 1, 2020 – Draft rebuttal testimony and exhibits. (If required.)
October 17, 2020 - Appear at hearings. (If required.)

*Dates after June 1, 2020 are estimated pending the procedural schedule that will be established.

5. Quality Requirements (if applicable)

6. Liquidated Damages (if applicable)

\$____ per day

EXHIBIT B PRICING SCHEDULE

The following pricing schedule shall apply to this Contract:

Supervisory Staff	Rate (\$/HR)
W. M. Stout, Principle Consultant	\$300.00
P. R. Herbert, Senior Consultant	\$280.00
J. J. Spanos, President	\$280.00
H. Walker, III, Management, Financial Studies	\$250.00
J. F. Wiedmayer, Jr., Project Manager, Depreciation	\$230.00
N. W. Allis, Vice President	\$230.00
C.E. Heppenstall, Senior Project Manager, Rate Studies	\$230.00

Staff	Rate (\$/HR)
Analysts and Engineers	\$180.00
Associate Analysts and Engineers	\$170.00
Assistant Analysts and Engineers	\$160.00
Senior Technicians	\$120.00
Support Staff	\$120.00

Task	Harold Walked, III		Analysts		Support Staff		Direct Expenses*	Total Cost	
	\$250 / Hour		\$180 / Hour		\$120 / Hour				
	Hours	Cost	Hours	Cost	Hours	Cost			
Pre-Filing Services:									
1. Review Company's Recent Lead/Lag Methodology	8	\$ 2,000.00	8	\$ 1,440.00	0	\$ -	-	\$ 3,440.00	
2. Review Relevant PUCN Precedent	4	\$ 1,000.00	4	\$ 720.00	0	\$ -	-	\$ 1,720.00	
3. Analysis of Revenue Lag	4	\$ 1,000.00	8	\$ 1,440.00	0	\$ -	-	\$ 2,440.00	
4. Analysis of Expense Lead	16	\$ 4,000.00	24	\$ 4,320.00	0	\$ -	-	\$ 8,320.00	
5. Prepare Draft Lead/Lag Study Exhibit Tables and Schedules	4	\$ 1,000.00	8	\$ 1,440.00	1	\$ 120.00	-	\$ 2,560.00	
6. Prepare Draft Direct Testimony	16	\$ 4,000.00	4	\$ 720.00	1	\$ 120.00	-	\$ 4,840.00	
7. Review with Management	4	\$ 1,000.00	2	\$ 360.00	1	\$ 120.00	-	\$ 1,480.00	
8. Final Direct Testimony, Lead/Lag Exhibit and Schedules	4	\$ 1,000.00	2	\$ 360.00	1	\$ 120.00	\$ 90.00	\$ 1,570.00	
Pre-Filing Services Totals	60	\$ 15,000.00	60	\$ 10,800.00	4	\$ 480.00	90	\$ 26,370.00	
** Post-Filing Services: To be billed per "Billing Rate Schedule" plus direct expenses.									

* Includes \$90 for report reproduction and delivery costs

** Post-Filing direct expenses generally consist of lodging, meals, and transportation costs required to attend hearings.

[end of EXHIBIT B]

EXHIBIT C GUIDELINES FOR EXPENSE REIMBURSEMENT

**** Itemized receipts are required for all reimbursable expenses ****

- **Airfare and lodging:** All travel, that you request reimbursement for from Company must be approved prior to booking. Contract firms may make their own arrangements for air travel, rental car and hotel stays, but expenses must meet these guidelines. Company will reimburse for coach class travel only. Charges in excess of coach ticket are the responsibility of the contract firm. Booking flights less than seven (7) days prior to departure is strongly discouraged and must be approved by the hiring manager. Company will only reimburse for standard hotel rooms and prefers that contractors use hotels where negotiated discounts are available. Check with the Company's preferred travel services provider for hotels with discounted rates. You are welcome to utilize the Company, or your own corporate, discounts.
- **Rental cars / ground transportation:** If a rental car is required, there will be only one car per contract firm and rental will require the approval of the hiring manager. Company may require proof of insurance.
- **Company** will reimburse shuttle, cab or mileage for one trip to and from the airport up to a maximum of \$50 for each business trip. If you park at the airport, Company will reimburse you for economy parking only. Receipts for all ground transportation, parking and mileage are required.
- **Use of personal or company vehicles** will be reimbursed at the currently effective IRS allowed rate per mile. Required automobile insurance is required.
- **Meals:** Company will reimburse for breakfast, lunch and dinner for each day of contract work for non-local contractors. The standard meal reimbursement should not exceed \$65 per day. However, this is not a per diem amount that is automatically paid for each day of work. Company will not reimburse for any meals that you (or contracting agency) purchase for Company employees, such as team lunches/dinner.
- **Company** will only reimburse for meal gratuities @ 15%. All other gratuities are not reimbursable (e.g. taxis, porters, bellhops, or hotel staff).
- **Non-Reimbursable Expenses:** The following is a listing, though not all inclusive, of expenses that will not be reimbursed;
 - Business gifts
 - Expenses for non-business purposes
 - Fines
 - Local travel time (defined as within 50 miles within contractor's office)
 - General office supplies
 - Personal entertainment or recreation (in-room movies, health club)
 - Expenses incurred by contractor family members
 - Expenses not supported with a valid receipt
 - Alcoholic beverages
 - Laundry service
 - Barber and beautician fees
 - Personal hygiene products (shampoo, razors blades, toothbrushes)
 - Parking for local contractors
- **Expense report documentation:** Accurate expense reports submitted in a timely manner substantially reduce the invoice processing time. Reports include a worksheet or listing of each expense, with date, type of expense and amount noted. **Itemized receipts are required for all reimbursable expenses.** You can use a standard form from your company or request one from Company. Please see the sample entry below if you are creating your own worksheet.

Date	Type of expense	Amount	Location (i.e., Work Site location)	Receipt included
12/1/2012	Hotel room charge	98.11	Hunter Plant	Yes
12/1/2012	Meals	27.24	Hunter Plant	Yes
12/1/2012	Vehicle Rental	34.55	Hunter Plant	Yes
12/1/2012	Fuel	12.95	Hunter Plant	Yes

[end of EXHIBIT C]

Exhibit D: Worker Acknowledgment and Confidentiality Agreement

This Worker Acknowledgment and Confidentiality Agreement (the “Agreement”) is made in consideration of my assignment by [REDACTED] [NAME OF STAFFING CONSULTANT] (“Consultant”), through which Consultant assigns me to provide temporary services to Nevada Power Company d/b/a NV ENERGY or Sierra Pacific Power Company d/b/a NV ENERGY (“Company”), as applicable.

Section 1. Nature of Relationship

I acknowledge that I am an employee of Consultant and not Company, and the Consultant has assigned me to provide temporary services to the Company. Consequently, the Consultant is the sole entity responsible for providing me any earned compensation and benefits. I will not be eligible to receive any kind of compensation or benefits from the Company. I will not be eligible to participate in any of the Company’s employee-benefit plans, fringe-benefits plan, or any employee-bonus plan while I am an employee of the Consultant. I acknowledge I have received information from Consultant regarding terms of eligibility and ability to enroll in qualifying coverage under the Patient Protection and Affordable Care Act (the “Affordable Care Act”).

Section 2. Confidentiality and Non-Disclosure; Defend Trade Secrets Act

The Company’s non-public information and materials including, but not limited to: discoveries, inventions (including but not limited to improvements or modifications) or literary or other works related to the work performed under this Agreement or suggested by matters disclosed in conjunction with my assignment, whether or not patentable, copyrightable or otherwise subject to registration or protection which are made or conceived by me, solely or jointly with others, are considered proprietary and confidential (“Confidential Information”). This Confidential Information that I may be or have been exposed to may belong to the Consultant or to the Company, or their affiliates, employees, customers or vendors. I will hold all Confidential Information obtained by reason of my service to the Consultant and the Company in strict confidence, and will not copy, disclose or use it except as authorized by the Consultant and for the Consultant’s benefit and will keep such Confidential Information in a secure location. Moreover, I agree to not improperly solicit Confidential Information. If anyone tries to compel me to disclose any Confidential Information, by subpoena or otherwise, I will immediately notify the Consultant’s legal counsel so that the Consultant may take any action necessary to protect its interests or the interests of the Company. I hereby acknowledge that such disclosure, if unauthorized, will cause irreparable injury to the Consultant and/or the Company. My agreement to protect Confidential Information will apply both while I am providing services to the Company and after my placement at the Company ends, regardless of the reason it ends. Upon the Consultant or the Company’s request, or upon termination of my assignment to Company, I will promptly return to the Consultant or Company all Confidential Information, together with all copies and extracts.

Nothing herein prohibits me from reporting an event that I reasonably and in good faith believe is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor),

or from cooperating in an investigation conducted by such a government agency. I am hereby provided notice that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined under the DTSA) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

Section 3. Materials and data Protection

I will safeguard and return to the Consultant or the Company, when my placement with the Company ends, or sooner if the Consultant requests, all documents, materials, tools, electronic media, keys, access cards, and other property in my care, custody or control relating to my services for the Company, including without limitation any tangible or electronic documents that contain the Consultant's or the Company's Confidential Information. I agree to protect, handle, manage, store, transmit and discard any Confidential Information accessible to me, regardless of its format, in a manner that ensures that the Confidential Information is: (1) held in the strictest confidence; and (2) inaccessible to anyone that is not an authorized employee or representative of the Consultant.

Section 4. Job-Related Injury or Illness

Because the Consultant is my employer, I acknowledge that I am required to report all job-related injuries or illnesses to the Consultant. I will also promptly report any job-related injury or illness to Company.

Section 5. Policies

Even though the Consultant is my employer, I agree to comply with all of the Consultant's and the Company's rules of conduct, including but not limited to: anti-harassment, anti-discrimination and anti-retaliation policies, safety policies, drug and alcohol policies, other workplace policies and codes of business conduct, which policies and orientation will be timely provided by the Consultant. I understand these policies apply to all on-site vendors.

Section 6. Background Screening and Reference Check

I acknowledge that the Consultant performed a Background Check on me that may include an investigation for criminal records, verification of my education, employment history, confirmation of any professional licenses, and checking of employment and personal references. I authorize the Consultant to release information concerning this Background check to the

Company, including but not limited to an inspection of the information gathered about me and any oral or written reports.

Section 7. Survival

The obligations created by this Agreement survive the termination of my candidacy for placement, my placement at the Company and my employment with the Consultant. This Agreement is binding on me, my heirs, executors, personal representatives and legal successors, and is intended to benefit the Consultant and its successors and assigns.

Section 8. Arbitration

A. Arbitration. This Agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except as is otherwise provided, this Agreement applies to any dispute arising out of or related to Employee's (sometimes "you" or "your") employment with Consultant, as defined in this Worker Acknowledgment, or related to any claims against its customers to which I am assigned, or their agents, employees, affiliates, successors, subsidiaries, assigns or parent companies or termination of employment regardless of its date of accrual and survives after the employment relationship terminates.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. Except as otherwise stated in this Agreement, you and the Consultant agree that any legal dispute or controversy covered by this Agreement, or arising out of, relating to, or concerning the validity, enforceability or breach of this Agreement, shall be resolved by final and binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association ("AAA Rules") then in effect, and not by court or jury trial, to be held (unless the parties agree in writing otherwise) within 45 miles of and in the same state where you are or were last employed by the Consultant.

The AAA Rules may be found at www.adr.org or by searching for "AAA Employment Arbitration Rules" using a service such as www.Google.com or by asking the Consultant's Human Resources Department for a copy of the rules. The parties will first attempt to mutually agree upon an arbitrator. If they cannot do so, the Consultant will contact AAA seeking an arbitrator appointment. If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted by appointment of a neutral Arbitrator. Any Company to which you are assigned is an intended third party beneficiary of this Agreement and may directly enforce it.

Except as it otherwise provides, this Agreement also applies, without limitation, to disputes with any entity related to the application for employment, background checks, privacy, the employment relationship or the termination of that relationship, contracts, trade secrets, unfair competition, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, retaliation, discrimination or harassment and claims arising under the Fair Credit Reporting Act, Defend Trade Secrets Act, Title VII of the

Civil Rights Act of 1964, 42 U.S.C. §1981, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Consultant and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, other federal, state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local legal claims arising out of or relating to your employment or the termination of employment (including without limitation torts and post-employment defamation or retaliation).

All claims in arbitration are subject to the same statutes of limitation that would apply in court. You and the Consultant shall follow the AAA Rules applicable to initial filing fees, but in no event will you be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. The Consultant otherwise shall pay all costs and expenses unique to arbitration, including without limitation the arbitrator's fees. Discovery will be conducted in accordance with the AAA Rules. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. The arbitrator's decision must be in writing and contain findings of fact and conclusions of law. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

This Agreement does not apply to litigation pending in a state or federal court as of the date of your receipt of this Agreement. This Agreement also does not apply to claims for workers' compensation, state disability insurance or unemployment insurance benefits. Nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or the Consultant from utilizing the Consultant's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief (irreparable harm).

This Agreement does not prevent you from filing unfair labor practice charges with the National Labor Relations Board (www.nlr.gov). The Consultant will not retaliate against you for filing such a charge. Nothing in this Agreement prevents you from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Agreement. Nothing in

this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. The Consultant will not retaliate against you for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

Disputes between the parties that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Agreement. Subject to a judicial determination concerning the enforceability of Executive Order 13673, Fair Pay and Safe Workplaces, this Agreement does not require arbitration of disputes addressed by that Executive Order arising under Title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment. Likewise, so long as Section 8116 of the Department of Defense Appropriations Act of 2010 (Pub. L. 111-118) or its successor statutes remains in effect, this Agreement does not require arbitration of claims under Title VII of the Civil Rights Act of 1964, or any tort related to, or arising out of, sexual assault, harassment, including battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention.

B. Class and Collective Action Waiver. Private attorney general representative actions under the California Labor Code are not arbitrable, not within the scope of this Agreement and may be maintained in a court of law. However, this Agreement affects your ability to participate in class or collective actions. Both the Consultant and you agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding ("Class Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes in court or arbitration regarding the validity, enforceability or breach of the Class Action Waiver may be resolved only by the court and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You will not be retaliated against, disciplined or threatened with discipline as a result of your filing of or participation in a class or collective action in any forum. However, the Consultant may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

C. Enforcement of this Agreement. This Agreement replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement. In the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable.

I HAVE READ THIS WORKER ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT CAREFULLY, AND I UNDERSTAND AND VOLUNTARILY ACCEPT ITS TERMS.

WORKER

Name: _____

Signature: _____

Date: _____

[end of EXHIBIT D]