CONSULTANT SERVICES AGREEMENT

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

HDR ENGINEERING, INC.

This AGREEMENT is dated and entered into this _______ day of March 2011, by and between

CLARK COUNTY WATER RECLAMATION DISTRICT, (hereinafter referred to as “OWNER”) and HDR ENGINEERING, INC., (hereinafter referred to as “CONSULTANT”), to provide
SOFTWARE UPGRADE, MAINTENANCE, TRAINING, TECHNICAL AND ENHANCEMENT SERVICES FOR PSTools SUITE, CCWRD PROJECT NO. M-184 (hereinafter referred to as “PROJECT”).

WITNESSETH

WHEREAS, the CONSULTANT is qualified in accordance with the State of Nevada and has the personnel and facilities necessary to perform and furnish services to accomplish the required work within the required time.

NOW, THEREFORE, in consideration of the promises and mutual obligations hereafter set forth, OWNER and CONSULTANT agree as follows:

AGREEMENT

1. EFFECTIVITY AND CONSENT

This AGREEMENT is entered into by OWNER for the purpose of retaining the services of HDR ENGINEERING, INC. as a CONSULTING SERVICE. This AGREEMENT is
conditioned on the CONSULTANT’S assent to, and strict compliance with, all of the terms and conditions stated below.

2. ORDER OF PREFERENCE

In the event of any conflict and/or inconsistencies, the controlling document shall be determined by the following order of precedence:

A. This AGREEMENT
B. Exhibit A: Scope of Services dated January 25, 2011, including Attachment 1
C. Exhibit B: Fee Schedule dated February 4, 2011
D. Exhibit C: Insurance Requirements
E. Exhibit D: Disclosure of Ownership/Principals
F. Exhibit E: District Contractor/Consultant Travel Policy

CONSULTANT’S Fee Estimate attached hereto as Exhibit B of this AGREEMENT will remain in effect at the rates specified throughout the term of the Agreement, unless a price adjustment is approved by the OWNER, which may be subject to Board approval.

3. COMPLIANCE WITH LAWS

A. By execution of this AGREEMENT, CONSULTANT does (for each individual performing services under this AGREEMENT) now so certify and promise full compliance with the provisions of all certifications, forms, contractual provisions, and laws and regulations pertaining to the performance of services by CONSULTANT.

B. CONSULTANT agrees to defend, indemnify and hold OWNER harmless from any claim, suit, loss, cost, damage, expense (including attorney’s fees) or liability by
reason of CONSULTANT'S violation of any such law, order or regulation. Nothing in this AGREEMENT or in any requirement under this AGREEMENT shall be construed to mean that CONSULTANT should perform such work in violation of any law, statute, code, or ordinance.

4. PERIOD OF PERFORMANCE

A. CONSULTANT agrees for the consideration hereinafter mentioned, upon receipt of the Notice to Proceed, to provide software upgrade, maintenance, training, technical and enhancement services for PSTools suite. The schedule set forth for the base period is not more than 115 calendar days as a period of time which may reasonably be required to complete the services identified in Exhibit A.

B. The period of performance hereunder shall commence upon receipt of Notice to Proceed and shall terminate on July 1, 2011, contingent upon the renewal period. OWNER shall not be responsible for work performed beyond the term of this AGREEMENT.

C. OWNER reserves the option to renew this contract for the software upgrade for up to one (1) one-year period from its expiration date. Any and all renewals will be authorized via an amendment.

D. Owner reserves the right to extend this AGREEMENT for up to one (1) year from its termination date for any reason, if the AGREEMENT is performed to the OWNER'S satisfaction. During the initial AGREEMENT period, and any subsequent renewal periods, CONSULTANT agrees to provide services as required by the OWNER within the scope of the AGREEMENT. CONSULTANT
will not be paid for work and/or services performed beyond the termination date without prior written approval of OWNER. All CONSULTANT proposed time extensions must obtain prior written approval of OWNER. OWNER shall not be responsible for work and/or services performed by CONSULTANT during the proposed extension period without prior written approval.

5. CONFLICT OF INTEREST

CONSULTANT may, from time to time, provide similar consulting services to other state and local government entities. OWNER does not object to such representation in transactions that do not directly or indirectly involve the OWNER. In all other regards, CONSULTANT shall abide by and perform its duties in accordance with the ethics of the consulting services profession and all federal, state and municipal laws, regulations and ordinances regulating the provision of this service, and shall notify the OWNER prior to entering into any engagement which creates the appearance of a conflict of interest.

6. PROJECT MANAGER

The CONSULTANT shall assign Alexander Palmatier (an employee) to manage software upgrade, maintenance, training, technical and enhancement services for PSTools suite, CCWRD Project No. M-184. The CONSULTANT'S primary contact with OWNER shall be Andreas Dyhr, referred to hereinafter as the Project Manager.

7. COMPENSATION FOR SERVICES

OWNER agrees, in consideration of the said work, to pay or cause to be paid to the CONSULTANT, at a not to exceed (NTE) amount of $81,342 for work described in Exhibit A, Scope of Services, including a renewal option if exercised. Such compensation will be paid in monthly installments from invoices submitted by the
CONSULTANT in accordance with the CONSULTANT'S fee schedule (Exhibit B) which is attached hereto and made part of this AGREEMENT.

A. Upon satisfactory completion by CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by OWNER which acceptance will not be unreasonably withheld, CONSULTANT will, within sixty (60) days of OWNER's receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.

B. OWNER may withhold any payment or portion thereof which is disputed until such time as the dispute is resolved without paying any interest associated with the payments withheld.

C. Request for payment shall be submitted on company letterhead. Payments by OWNER will be made within 30 days of receipt of said invoices for services provided within the performance term of this AGREEMENT. Requests for Payment not in compliance with the requirements of this section shall be returned to the CONSULTANT for correction and re-submittal.

D. Invoice requests should include only services rendered in the current billing period. Requests consisting of charges for services rendered after the current billing period will be rejected and returned unpaid.

E. Invoicing for contract requirements are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of completion of work. Invoices for payment not submitted within this time period will
not be considered for payment. Payment of invoices will be made within thirty (30)
calendar days, unless otherwise specified, after receipt of an accurate invoice that
has been reviewed and approved by the applicable department's authorized
representative. All invoices should include the following information:

a. Company Name
b. Complete Address (including street, city, state, and zip code)
c. Telephone Number
d. Contact person
e. Itemized description of services rendered (including dates)
f. OWNER'S Purchase Order Number
g. Company’s Tax Identification Number
h. Project Number
i. Itemized pricing and total amount due (excluding Sales and Use Tax)
j. Company Invoice Number

CONSULTANT is responsible to insure that all invoices submitted for
payment are in strict accordance with the price(s) offered in the
Agreement. If overcharges are found, OWNER may declare
CONSULTANT in breach of contract, terminate the Agreement, and
designate CONSULTANT as non-responsible if responding to future
requests for proposal.

F. In the event that the OWNER agrees to pay for any of the CONSULTANT’S travel
expenses directly related to this work the following parameters shall apply:

CONSULTANT shall only receive reimbursement in the amounts that are
consistent with the applicable travel guidelines established by the OWNER in the
attached Travel Policy for Contractor/Consultant (Exhibit E). OWNER reserves the
right to reject any and all expenses it considers not directly related to the work
required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

8. LIMITATION OF OBLIGATION

A. OWNER agrees to pay CONSULTANT for the services described in the Scope of Work (Exhibit A) for the not to exceed (NTE) amount of $81,342 as set forth in paragraph 7 above. The OWNER’s obligation to pay CONSULTANT cannot exceed the NTE amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the CONSULTANT and it shall be the CONSULTANT's responsibility to ensure that hours and tasks to be worked are properly budgeted so the entire Project is completed for said NTE amount. Any increase to the NTE amount will be via a written amendment to be signed by the OWNER's authorized representative or designee and the CONSULTANT. Refer to Paragraph 22. Amendments and Notices below.

B. In the event of termination, OWNER'S sole obligation hereunder shall be limited to the payment by OWNER to CONSULTANT of charges incurred hereunder prior to the date of expiration or termination, but in any event, not in excess of the funding limitation specified in paragraph 7.

9. INDEPENDENT CONTRACTOR

A. CONSULTANT shall be subject to and operate under all applicable Federal Enactments and those of the State of Nevada regarding Industrial Employment and Insurance and expressly covenants and agrees that the
CONSULTANT’S employees engaged on the work hereunder are not, and shall not be treated or considered as, the servants and employees of the OWNER.

B. Neither this AGREEMENT nor CONSULTANT’S performance hereunder shall constitute or create an employee/employer relationship. CONSULTANT shall not be eligible for any benefits applicable to active employees of OWNER. CONSULTANT shall act solely as an independent CONSULTANT, not as an employee or agent of OWNER. CONSULTANT’S authority is limited to providing consulting services, and CONSULTANT shall have no authority, without the express written consent of OWNER, to incur any obligation or liability, or make any commitments on behalf of OWNER.

10. INDEMNIFICATION

CONSULTANT shall require its consultants and its sub consultants by contract to indemnify and hold OWNER harmless against any and all claims, action, or demands against OWNER and against any and all damages, liabilities, or expenses, including attorney fees, for injury to or death of any person and for loss of or damage to any and all property, arising out of the negligent acts, errors or omissions of CONSULTANT under this AGREEMENT.

11. PROPRIETARY INFORMATION

OWNER may, from time to time, furnish CONSULTANT with literature, data, or technical information which OWNER considers necessary to the CONSULTANT for the performance of services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, OWNER shall so inform CONSULTANT and CONSULTANT agrees to disclose this information only to individuals or organizations approved by
OWNER. CONSULTANT also agrees to return all such materials as OWNER may
request upon expiration or termination of this AGREEMENT, whichever shall occur first.

12. CERTIFICATIONS AND REPRESENTATIONS

In performing this AGREEMENT, CONSULTANT agrees to comply with applicable laws
and regulations and to not make or permit to be made or knowingly allow a third party to
make any improper payments, or to perform any unlawful act.

13. THIRD PARTY BENEFIT

This AGREEMENT is not intended and shall not be construed or deemed to be an
AGREEMENT for the benefit of any third party or parties, and no third party or parties
shall have a right of action hereunder for any cause whatsoever.

14. PERSONAL PERFORMANCE REQUIREMENT

CONSULTANT shall personally perform the consulting services described and shall not
assign to any third party the performance obligation or any rights to compensation or
benefits accruing to CONSULTANT under this AGREEMENT without the written consent
of OWNER.

15. GRATUITIES/KICKBACKS

No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be
offered or given by CONSULTANT, to any employee of OWNER with a view toward
securing favorable treatment as a CONSULTANT.
16. RECORDS

The CONSULTANT agrees to retain for a period of three (3) years from final payment hereunder, books, records, documents and other evidence pertaining to the costs and expenses of this AGREEMENT (hereinafter collectively called the "records") to the extent and in such detail as shall properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment is claimed under the provisions of this AGREEMENT. The CONSULTANT agrees to make available at the office of the CONSULTANT at all reasonable times during such retention period any of the records for inspection, audit or reproduction by any representative authorized by OWNER.

17. TERMINATION

A. This AGREEMENT may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given:

1. not less than ten days, written notice of intent to terminate; and
2. an opportunity for consultation with the terminating party prior to termination.

B. In the event of termination, with or without cause, OWNER'S obligations shall be limited to fees earned and expenses incurred by CONSULTANT to the effective date of termination. Any reports in progress at the time of termination, for cause or otherwise, shall be submitted by CONSULTANT to OWNER at no additional fee.
C. This AGREEMENT shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder, improper payments are made, unlawful conduct is engaged in, or any part of the fee or expenses payable under this AGREEMENT is used for an illegal purpose.

D. This AGREEMENT may be terminated in whole or in part by the OWNER for its convenience; but only after the CONSULTANT is given thirty (30) days written notice.

18. INSURANCE

A. Prior to performance of the work described herein, and prior to Notice to Proceed, the CONSULTANT shall procure and maintain at its own expense during the entire term of the Agreement (refer to Exhibit C), the following insurances:

1. Worker's Compensation, Statutory limits
2. General Liability Insurance, $1,000,000
3. Automobile Liability, $1,000,000
4. Professional Liability Insurance, $1,000,000

B. In addition, prior to performance of the work CONSULTANT shall furnish to OWNER a certificate of insurance as evidence of the existence of the above insurance coverage in amounts not less than the amounts specified above.

C. CONSULTANT insurance required hereunder shall be primary coverage for all claims arising from or as a result of CONSULTANT performance hereunder. OWNER shall be identified as an additional insured on the CONSULTANT General Liability and Automobile Liability Insurance Policy(ies).
Except as specifically set forth herein, the insurance requirement specified herein does not relieve the CONSULTANT of its responsibilities nor limit the amount of its liability to OWNER or other persons and the CONSULTANT is encouraged to purchase such additional insurance as it deems necessary.

19. ENTIRE AGREEMENT

This AGREEMENT contains the entire AGREEMENT and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty statement or representation of any kind whatsoever which is not expressly stated in this AGREEMENT, has been made by any party hereto or its officers, employees, or other agents to induce execution of the AGREEMENT.

20. ASSIGNMENT

Any attempt by CONSULTANT to assign or otherwise transfer any interest in this AGREEMENT without the prior written consent of the OWNER shall be void.

21. SUBCONTRACTS

CONSULTANT without prior written approval of the OWNER shall not subcontract this agreement.

22. AMENDMENTS AND NOTICES

A. Only the Project Manager or the OWNER’S Procurement Representative has the authority to make changes to or amendments to this Agreement on behalf of OWNER and to effect deviations (by the way of additions or deletions) from the
work herein specified. Changes to or amendments to this agreement shall have no effect unless they are in writing and signed by the OWNER'S authorized representative or designee and the CONSULTANT.

B. Except as otherwise specifically provided herein, any notices to be furnished by CONSULTANT to OWNER or by OWNER to CONSULTANT shall be sent by mail or facsimile addressed respectively as follows:

**To OWNER:**

CLARK COUNTY WATER RECLAMATION DISTRICT  
Attn: Andreas Dyhr, Information Technology  
Attn: Jean Hutton, Purchasing Analyst I  
5857 E. Flamingo Road  
Las Vegas, Nevada 89122  
(702) 668-8011  
(702) 668-8097  
FAX (702) 668-9090

**To CONSULTANT:**

HDR ENGINEERING, INC.  
Attn: Mr. Alexander Palmatier  
8690 Balboa Ave., Suite 200  
San Diego, CA 92123  
(702) 247-7645  
FAX (702) 253-1086

23. DISCLOSURE OF OWNERSHIP/PRINCIPALS

Any CONSULTANT recommended for award of a contract by the Board of Trustees is required to provide the information on the attached “Disclosure of Ownership/Principals” form, Exhibit D. Failure to fill out the subject form by the CONSULTANT may be cause for rejection of Proposal.

24. ACCEPTANCE OF WORK

A. It is agreed by both CONSULTANT and OWNER that the payment and acceptance of any payment under this AGREEMENT shall not constitute a final
acceptance of the work, but that final acceptance shall be made by the OWNER'S representative, Mr. Richard Mendes, General Manager, of the Clark County Water Reclamation District.

B. OWNER'S representative may delegate any or all of his responsibilities under this AGREEMENT to appropriate staff members and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

25. WAIVER
The failure of OWNER in any one or more instances to insist upon performance of any of the provisions of this AGREEMENT shall not be construed a waiver of such provisions with regard to future performance.

26. REMEDIES
The rights and remedies provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.

27. GOVERNING LAW
Nevada Law shall govern the interpretation, enforcement and resolution of disputes concerning the performance or non-performance of the AGREEMENT.

28. SIGNATURE AUTHORIZATION
All signatures hereto warrant PARTIES have full power and legal right to enter into and carry out this AGREEMENT.
29. FISCAL FUNDING OUT

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If OWNER does not allocate funds to continue the purchase of the products and/or services this contract shall be terminated when appropriated funds expire.

30. RIGHT TO MARKET

The District does not participate in any advertisements that directly or imply an endorsement by the District, or that the work done on the District’s behalf may be summarized or reported for a business purpose.

31. FAIR EMPLOYMENT PRACTICES

As provided in NRS 338.125, it is unlawful for any contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, sex, sexual orientation or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation or age.

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.
The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by a contractor constitutes a material breach of contract.

32. ATTORNEY FEES

In any action brought to enforce this AGREEMENT, the prevailing party is entitled to reasonable attorney’s fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this day and year first above written:

CLARK COUNTY WATER
RECLAMATION DISTRICT

By:

RICHARD MENDES
General Manager

By:

BRIDGETTE McINALLY
Financial Services Manager

HDR ENGINEERING, INC.

By:

KRISTINE AGERS
Vice President

APPROVED AS TO LEGALITY ONLY:
DAVID ROGER, DISTRICT ATTORNEY

By:

CAROLYN CAMPBELL
Deputy District Attorney
EXHIBIT A - SCOPE OF SERVICES
SOFTWARE UPGRADE, MAINTENANCE, TECHNICAL AND ENHANCEMENT SERVICES FOR PSTools SUITE, Project No. M-184.

In April of 2007, the District contracted with HDR to implement a Computerized Maintenance Management System (CMMS), PSTools™. PSTools™ went live at the District in June of 2008, replacing the existing MAXIMO CMMS for sewer maintenance activities. Since then, all District maintenance work orders have been dispatched and tracked through PSTools™. Additionally, in February of 2010, PSMobile™, a lightweight, web-based application was launched for the completions of work orders in the field on tablet PCs.

PSTools™ is an ESRI ArcEngine standalone GIS application primarily written in VB.NET. The current PSTools application is running in ESRI ArcEngine 9.3.1. CCWRD is currently planning to update its ArcGIS software to ArcGIS 10.0. This requires an upgrade to the PSTools system deployed at CCWRD to be compatible with ArcGIS 10.0

ArcGIS 10.0 Upgrade Scope:

Activities in Scope

- Update program to Visual Studio 2010. ArcGIS 10.0 no longer support Visual Studio 2005 at due to Microsoft’s lack of support on this platform.
- Upgrade to ArcGIS 10 ArcObjects .NET software development kit (SDK) for .NET-based applications. This was not required at 9.3. This also requires upgrades to:
  - Microsoft .NET Framework 3.5.1
  - Visual Studio 2010 with Service Pack 1
- PSTools™ recompile.
  - ESRI no longer provides policy files. Consequently, all ArcGIS 9.3 and earlier development projects ported to ArcGIS 10 must be recompiled.
- Resolve compiler errors
  - ArcGIS 10 the ESRI.ArcGIS.ADF assembly functionality has been divided into multiple assemblies to separate development tasks performed by ArcGIS Server developers from ArcGIS Engine and ArcGIS Desktop developers. A number of compile errors can be expected when development projects created in ArcGIS 9.3 are ported to ArcGIS 10
- Establish runtime binding using the ESRI.ArcGIS.RuntimeManager class in the ESRI.ArcGIS.Version assembly.
- All associated training for end users of the program update.

Activities Not In Scope

1. Does not include any new functionality to the desktop or mobile user.
2. No hardware or software costs are included in this proposal aside from the updated PSTools™ code

January 25, 2011
Intellectual Property Rights Statement

HDR Engineering, Inc will retain all intellectual property rights to the PSTools™ software. CCWRD is not allowed to redistribute the software to third parties without the written consent of HDR Engineering, Inc. CCWRD will also not have access to the underlying code to the application. The software deliverable will be compiled code. Software License terms and conditions are described in Attachment 1 and made part of this Agreement.

Maintenance, Technical and Enhancement Services:
When and as directed by the District, the Consultant shall perform consulting services to include, but not be limited to, the following:

1. CONSULTANT shall provide, on an as-needed basis, general technical support services, defect/bug repair services, and/or updates, for the PSTools system located at the Clark County Water Reclamation District facilities.

2. CONSULTANT shall provide the above described support services from 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding Clark County Water Reclamation District official holidays.
   - All requests for CONSULTANT services shall be directed to CONSULTANT's Support Manager, Alex Palmatier by way of the following phone numbers:
     i. First Attempt - 858/712-8351.
     ii. Second Attempt- 858/712-8400.
   - CONSULTANT shall provide on-site support if required by District.

3. For all services contemplated herein, CONSULTANT shall only take direction or obtain approvals regarding the services from Andreas Dyhr as employee of the District.
ATTACHMENT 1 – SCOPE OF LICENSE/GRANT OF LICENSE

TO EXHIBIT A

By this Agreement, CCWRD is granted a perpetual, non-exclusive, non-transferable license ("License") to use the Licensed Software described in the scope and any modifications thereto and replacement thereof provided to CCWRD. Except as specifically provided herein, CCWRD agrees not to sell or transfer this Licensed Software to anyone, or use it for any other project, without the express written consent of Vendor. CCWRD may not use the Licensed Software to develop any variations or modifications without the express written consent of Vendor.

CCWRD is authorized to use the Licensed Software and to make and use copies thereof, in whole or in part (with the proper inclusion of Vendor's copyright or other proprietary notices on the Licensed Software) for backup and archival purposes, or as otherwise authorized by this agreement.

CCWRD shall not provide or otherwise make available the Licensed Software or any part or copies thereof in any form to any third party, except to CCWRD employees or agents directly concerned with CCWRD's use of the Licensed Software. CCWRD shall ensure, through written agreements with such Customers, that the confidentiality of the Licensed Software will be maintained and that the customers have no right to further copy or sublicense the Licensed Software. No title to or ownership of the Licensed Software or any part thereof is transferred to CCWRD.

CCWRD shall take all reasonable precautions to maintain the confidentiality of the Licensed Software and without intending to restrict the generality of the foregoing; CCWRD shall take such precautions as shall be at least equivalent to protection of its own similar confidential information.
EXHIBIT B – FEE SCHEDULE
SOFTWARE UPGRADE, MAINTENANCE, TRAINING, TECHNICAL AND ENHANCEMENT SERVICES FOR PSTools SUITE, Project No. M-184

ArcGIS 10.0 Upgrade:

The cost to complete the software upgrade will not exceed $81,935.70. In order to meet the District’s current contract requirements, HDR Engineering, Inc. (CONSULTANT) has reduced the fix fee to 73,742.13. This cost includes labor, profit, technology charge and all expenses and will be billed on a fixed fee basis. CONSULTANT will invoice the District per the milestone schedule listed below:

1. Update program to Visual Studio 2010, Upgrade to ArcGIS 10 ArcObjects .NET, PSTools™ recompile $20,000.00
2. Resolve Recompile Errors $15,000.00
3. Beta Testing in HDR and CCWRD Environments $20,000.00
4. Full Implementation and Training $18,742.13

Maintenance, Technical and Enhancement Services:

Maintenance, Technical and Enhancement Services provided by CONSULTANT will be billed in accordance with the discount billing rates shown below on a time and material basis. Individual hourly rates include salary, overhead, and profit. These rates will expire on June 30, 2011 and will be renegotiated for subsequent support.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>2011 Rate</th>
<th>Discount Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Evans</td>
<td>Principal in Charge</td>
<td>$200.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>Alex Palmatier</td>
<td>Project Manager</td>
<td>$145.00</td>
<td>$130.5</td>
</tr>
<tr>
<td>Ernesto Mejia</td>
<td>Programmer</td>
<td>$145.00</td>
<td>$130.5</td>
</tr>
<tr>
<td>Naga Vadakonda</td>
<td>Programmer</td>
<td>$145.00</td>
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<tr>
<td>Eric Scherch</td>
<td>Support</td>
<td>$115.00</td>
<td>$103.5</td>
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<tr>
<td>Joel Engleson</td>
<td>Support</td>
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<tr>
<td>Kelly Placilla</td>
<td>Administration</td>
<td>$88.00</td>
<td>$79.20</td>
</tr>
</tbody>
</table>

Reimbursable expenses incurred in connection with such services shall be in addition to CONSULTANT’S compensation and marked up by a factor of 5%. Reimbursable expense shall mean the actual direct or indirect expenses incurred in connection with this Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expenses. CONSULTANT will add five percent (5%) to invoices received by CONSULTANT from subconsultants and subcontractors to cover supervision, administrative, and insurance expenses. Travel expenses shall be reimbursed in strict compliance with the District’s Travel Policy.
EXHIBIT C - INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, CONSULTANT SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

1. **Format/Time:** The CONSULTANT shall provide Owner with Certificates of Insurance, per the sample format (page C-3), for coverage's as listed below, and endorsements affecting coverage required by this Contract within 10 calendar days after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

2. **Best Key Rating:** The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

3. **Owner Coverage:** The Owner, its officers and employees must be expressly covered as additional insureds except on workers’ compensation and professional liability insurance coverages. The Consultant’s insurance shall be primary as respects the Owner, its officers and employees.

4. **Endorsement/Cancellation:** The Consultant’s general liability insurance policy shall be endorsed to recognize specifically the Consultant’s contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail “return receipt requested” of any policy changes, cancellations, or any erosion of insurance limits.

5. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

6. **Commercial General Liability:** Subject to Paragraph 5 of this Exhibit, the CONSULTANT shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

7. **Automobile Liability:** Subject to Paragraph 5 of this Exhibit, the CONSULTANT shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONSULTANT and any auto used for the performance of services under this Contract.

8. **Workers’ Compensation:** The CONSULTANT shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONSULTANT that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the CONSULTANT has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

9. **Failure To Maintain Coverage:** If the CONSULTANT fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONSULTANT to stop the work, declare the CONSULTANT in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the CONSULTANT or deduct the amount paid from any sums due the CONSULTANT under this Contract.

C-1
EXHIBIT C - INSURANCE REQUIREMENTS

10. **Additional Insurance:** The CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.

11. **Damages:** The CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.

12. **Cost:** The CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

13. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District’s, Purchasing and Contracts Department. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

14. **Insurance Form Instructions:** The following information **must** be filled in by the Consultant’s Insurance Company representative:
   
   1) Insurance Broker’s name, complete address, phone and fax numbers.
   
   2) Consultant’s name, complete address, phone and fax numbers.
   
   3) Insurance Company’s Best Key Rating
   
   4) **Commercial General Liability (Per Occurrence)**
      (A) Policy Number
      (B) Policy Effective Date
      (C) Policy Expiration Date
      (D) General Aggregate ($2,000,000)
      (E) Products-Completed Operations Aggregate ($2,000,000)
      (F) Personal & Advertising Injury ($1,000,000)
      (G) Each Occurrence ($1,000,000)
      (H) Fire Damage ($50,000)
      (I) Medical Expenses ($5,000)
   
   5) **Automobile Liability (Any Auto)**
      (J) Policy Number
      (K) Policy Effective Date
      (L) Policy Expiration Date
      (M) Combined Single Limit ($1,000,000)
   
   6) **Worker’s Compensation**

   7) **Description:** Number and Name of Contract (must be identified on the initial insurance form and each renewal form).

   8) **Certificate Holder:**
      
      Clark County Water Reclamation District  
      c/o Purchasing and Contracts  
      5857 East Flamingo Road  
      Las Vegas, Nevada 89122

   9) **Nevada Resident Agent Signature**
### EXHIBIT C - INSURANCE REQUIREMENTS

#### CC WATER RECLAMATION DISTRICT CERTIFICATE OF INSURANCE

**PRODUCER**

1. **INSURANCE BROKER'S NAME, ADDRESS, PHONE & FAX NUMBERS**

   | COMPANY LETTER | A |

**INSURED**

2. **CONSULTANT'S NAME, ADDRESS, PHONE & FAX NUMBERS**

   | COMPANY LETTER | B |
   | COMPANY LETTER | C |
   | COMPANY LETTER | D |
   | COMPANY LETTER | E |

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<tr>
<th>CO</th>
<th>L/R</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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<td>GENERAL LIABILITY</td>
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<td>MED. EXPENSE (Any one person) $I</td>
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<td>X</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>PROPERTY DAMAGE             $</td>
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<td>AGGREGATE                  $</td>
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<td>UMBRELLA FORM</td>
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<td>STATUTORY LIMITS            $</td>
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<td>OTHER THAN UMBRELLA FORM</td>
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<td>EACH ACCIDENT               $</td>
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<td>DISEASE/each employee       $</td>
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<td>WORKER'S COMPENSATION</td>
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7. **DESCRIPTION OF CONTRACT: NAME OF CONTRACT AND CCWRD PROJECT NUMBER ARE MANDATORY WHEN SUBMITTING CERTIFICATES**

8. **CERTIFICATE HOLDER**

   **CLARK COUNTY WATER RECLAMATION DISTRICT**
   **C/O PURCHASING AND CONTRACTS**
   **5587 EAST FLAMINGO ROAD**
   **LAS VEGAS, NV 89122**

**CANCELLATION**

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

9. **NEVADA RESIDENT AGENT (NRS 680A.300)**

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EXHIBIT D - DISCLOSURE OF OWNERSHIP/PRINCIPLES
INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed.

Type of Business – Indicate if the entity is an Individual, Partnership, Limited Liability Corporation, Corporation, Trust, Non-profit, or Other. When selecting ‘Other’, provide a description of the legal entity.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

Minority Owned Business Enterprise (MBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):
An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

Nevada Business Enterprise (NBE):
Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

Large Business Enterprise (LBE):
An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation, list all Corporate Officers and members of the Board of Directors only.

For All Contracts –

1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 3 for definition). If YES, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.
EXHIBIT D - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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<th>Type of Business</th>
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<td>☐ Individual</td>
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<td>☐ Partnership</td>
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<td>☐ Limited Liability Corporation</td>
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<td>☐ Corporation</td>
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<td>☐ Trust</td>
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<td>☐ Other</td>
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<th>Business Designation Group (For informational purposes only)</th>
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<td>☐ MBE</td>
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<tr>
<th>Business Name:</th>
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<td>(Include d.b.a., if applicable)</td>
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<tr>
<td>Business Address:</td>
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<tr>
<td>Business Telephone:</td>
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<tr>
<td>Email:</td>
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| Business Fax: |
| Local Business Address |
| Local Business Telephone: |
| Email: |

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

"Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
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1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☐ No (If yes, please disclose on the attached Disclosure of Relationship form.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature

Print Name

Title

Date

D-2
EXHIBIT D - DISCLOSURE OF OWNERSHIP/PRINCIPALS

List any disclosures below:

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE(S)</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE</th>
<th>COUNTY DEPARTMENT</th>
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* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)
EXHIBIT E
CLARK COUNTY WATER RECLAMATION DISTRICT CONTRACTOR/CONSULTANT
TRAVEL POLICY

PURPOSE:

This document provides detailed rules and establishes procedures for all Clark County Water Reclamation District (hereinafter referred to as “District”) Contractor/Consultants incurring business travel expenses related to services provided to the District while under contract.

BUSINESS TRAVEL

1. Arrangements for business travel shall be made at the lowest reasonable and customary fare available. Travel arrangements shall be booked 14 days in advance of departure, or sooner with prior written approval by the District. Upgrade charges to business travel (i.e. upgrading to business/first class, changing your departure/arrival time) are the Traveler’s personal responsibility and expense.

2. Should unforeseen travel delays occur due to weather, national emergency, changes in schedule made by the carrier, etc., the Traveler should use discretion when making arrangements for additional travel to ensure the lowest cost to the District.

3. Travelers shall be held responsible for cancellations costs incurred if, as a result of their own actions, a trip is not taken.

4. Airport parking fees incurred during business travel for the District will be reimbursed at Long Term/Economy parking rates.

RENTAL CARS

1. Travelers may be allowed to rent a car at their destination when:
   a. It is less expensive (considering all costs including rental, fuel, and taxes) than other transportation such as taxis, public transportation, hotel, and/or airport shuttles.
   b. They are transporting heavy equipment, large, bulky, or sensitive materials.

2. Car rental is limited to an Economy/Standard car. The District will not pay for navigation systems, cellular telephones, upgrade in class, or other options provided by the rental company. District will not reimburse for insurance coverage provided by rental company. Refueling charges from the rental company are not reimbursable, only cost of lowest grade fuel (87 octane) will be reimbursed.

3. Only the Traveler who signs the rental car agreement will be allowed to drive the rental car. The District will not pay the cost to add additional drivers to the agreement.

MILAGE

1. Travelers will be reimbursed for approved business travel using personal vehicles on a fixed mileage rate. If a private vehicle is used for personal convenience, the allowance for travel is one-half the standard mileage reimbursement rate. Additionally, the maximum allowed for personal care usage mileage reimbursement will not exceed the cost of commercial airfare.

2. Travelers will not be reimbursed for any fuel cost, maintenance costs, car washes, towing, or repairs to their personal vehicles even if these costs result from business travel.
3. Compensation is not allowed for transportation to/from the home and principal place of business. Mileage maybe reimbursed if mileage is in excess of miles to/from home and principal place of business.

LODGING, MEALS AND INCIDENTALS

1. Lodging, Meal and Incidental Per Diem Allowance is defined as a daily payment instead of reimbursement for actual expenses for all lodging (including taxes and fees), meal and incidental expenses, including tips.

2. Lodging, meal and incidental expenses for business related travel of Monday through Friday WILL BE REIMBURSED AT THE PER DIEM RATE as established for federal government employees. Exceptions must be pre-approved by District personnel in writing.

3. Per federal guidelines, on the day of departure and the last day of travel, meal and incidental reimbursements will be at 75% of the applicable meal per diem rate.

4. The current Lodging, Meal and Incidental reimbursement rates for Clark County, Nevada, can be obtained via the Internet at www.gsa.gov/perdiem.

MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL

1. Travelers shall not be reimbursed for meal and incidental expenses incurred for one day travel. Meal and incidental expenses will only be reimbursed when the travel is outside the local area for longer than a Traveler’s ordinary day’s work.

MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS

1. Expenses such as alcohol, sightseeing, tours, souvenirs, gifts, toiletries, personal items, movies, health club fees, laundry, sporting events, spas, etc., and any other expenses incurred before or after approved business related travel will not be reimbursed.

2. Travel expenses incurred by a spouse or other individual accompanying the Traveler on business will not be reimbursed.

3. Expenses for travel insurance coverage will not be reimbursed.

REIMBURSEMENT

All original receipts must be submitted for items not included in Per Diem, including all transportation (airfare/bus/rail, etc.), rental car, airport parking fees, and fuel for rental car.