AGREEMENT FOR ENGINEERING SERVICES

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

HDR ENGINEERING, INC.

THIS AGREEMENT is made and entered into this ___ day of April, 2009, by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and HDR ENGINEERING, INC., a Nevada Corporation, hereinafter referred to as "ENGINEER"), for the PRIVATE SEWER SYSTEM STUDY, CCWRD RFP NO. 781-09, (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, the ENGINEER is properly registered and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to accomplish the required work within the required time.

NOW, THEREFORE, OWNER and ENGINEER agree as follows:

SECTION I

RESPONSIBILITY OF ENGINEER

A. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the ENGINEER, its subcontractors and consultants, and other sources, officers, employees and agents, under this AGREEMENT. In performing the specified services, ENGINEER shall follow practices consistent with generally accepted professional and technical engineering standards.

B. It shall be the duty of ENGINEER to assure that all products of its effort are technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations. ENGINEER shall not produce a design which violates or infringes on any patent rights. The ENGINEER shall without additional
compensation, correct or revise any error or deficiencies in its designs, drawings, specifications, reports and other services and data or information obtained from other sources. The ENGINEER shall pay all damages, costs and expenses caused by, resulting from, or arising out of ENGINEER'S negligent performance in its design, drawings, specifications, reports and other services. Permitted or required approval by the OWNER of any products or services furnished by ENGINEER, including data or information obtained from other sources, shall not in any way relieve the ENGINEER of responsibility for the professional and technical accuracy of its work. OWNER review, approval, acceptance, or payment for any of ENGINEER'S services herein shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT, and ENGINEER shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to OWNER caused by ENGINEER'S negligent acts, errors or omissions in performance of this AGREEMENT.

C. ENGINEER shall assign Alison Ratliff, Project Manager to manage the Private Sewer System Study, CCWRD PROJECT NO. 781-09. All services specified by this AGREEMENT shall be performed by the Project Manager, or by ENGINEER'S associates and employees identified in the ENGINEER'S proposal under the personal supervision of the Project Manager. All employees identified in the ENGINEER'S cost proposal shall be subject to approval by OWNER's representative. Should the Project Manager, or any key employee of ENGINEER be unable to complete his or her responsibility for any reason, the ENGINEER will replace him or her with a qualified person whom the OWNER'S representative finds satisfactory. If ENGINEER fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default.

D. All materials, information, and documents, whether finished, unfinished obtained from other sources, or draft, developed, prepared, completed, or acquired by ENGINEER
during the performance of services for which it has been compensated under this AGREEMENT, including without limitation the original mylar drawings, detail specifications, design calculations, data, studies, surveys, reports, correspondence, memoranda, maps, models, photographs, drawings and audio or video recordings, shall become the property of OWNER and shall be delivered to the OWNER's representative upon completion or termination of this AGREEMENT whichever occurs first. ENGINEER shall not be liable for damages, claims, and losses arising out of any reuse of the plans and detail specifications on any other project without the written authorization of the ENGINEER.

E. The ENGINEER shall not produce a design or specification which would be in violation of NRS Chapter 338.

F. ENGINEER shall furnish OWNER'S representative copies of all correspondence to regulatory agencies for approval and review prior to mailing such correspondence.

G. ENGINEER shall be responsible in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the OWNER determines that such material is necessary for the completion of the services specified by this AGREEMENT. ENGINEER will be responsible for accuracy of information or data supplied by other sources to the extent such information or data would be relied upon by a reasonably prudent professional engineer.

H. The ENGINEER agrees that its officers and employees will cooperate with the OWNER in the performance of services under this AGREEMENT and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.

I. The rights and remedies of the OWNER provided for under this section are in addition to
any other rights and remedies provided by law or under other sections of this AGREEMENT.

J. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the ENGINEER makes no warranty that the OWNER’S actual project costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER’S opinions, analyses, projections, or estimates. The provisions of this Paragraph I shall not, however, relieve ENGINEER from complying with professional standards in fulfilling the terms of the AGREEMENT, including opinions of cost, financial analyses, economic feasibility projects, schedules for potential projects, and data and information obtained from other sources.

SECTION II

OWNER’S RESPONSIBILITY

A. The OWNER agrees that its officers and employees will cooperate with ENGINEER in the performance of services under this AGREEMENT and will be available for consultation with ENGINEER at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by ENGINEER under this AGREEMENT shall be subject to review and approval by OWNER’S representative, Richard Mendes, General Manager, Clark County Water Reclamation District. OWNER’S representative may delegate any or all of his responsibilities under this AGREEMENT to appropriate staff members, and
shall so inform ENGINEER by written notice before the effective date of each such delegation.

C. The services to be performed by ENGINEER under this AGREEMENT shall be subject to periodic review by OWNER'S representative. The review comments of OWNER'S representative shall be reported in writing to ENGINEER by OWNER'S representative. To prevent an unreasonable delay in ENGINEER'S work, the OWNER'S representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the ENGINEER within **(14) calendar days** of receipt of such documents. It is understood that OWNER'S representative's review comments do not relieve ENGINEER from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.

D. OWNER shall, without charge, furnish to or make available for examination or use by ENGINEER as it may request, any data which OWNER has available, including as examples only and not as a limitation:

1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.

2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.

ENGINEER shall return original data provided by OWNER.

**SECTION III

SCOPE OF SERVICES**

Services to be performed by the ENGINEER shall consist of the work described in Exhibit A of this AGREEMENT, which is attached hereto and made part of this AGREEMENT.
SECTION IV

CHANGES TO SCOPE OF SERVICES

A. The OWNER may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER’S cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly. Any claim of the ENGINEER for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the ENGINEER of notification of change unless the OWNER grants a further period of time before the date of final payment under this AGREEMENT.

B. No services for which an additional compensation will be charged by the ENGINEER shall be furnished without the written authorization of the OWNER.

SECTION V

ADDITIONAL SERVICES OF ENGINEER

A. Additional services will be provided only as specifically authorized in writing by the OWNER’S representative and will consist of work described in the additional document provided by the District. Any other work determined by OWNER as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.

B. The ENGINEER shall notify OWNER in advance of any additional costs which may be incurred prior to attending such meetings or public hearings as may be necessary to clarify the interpretation of the work performed by ENGINEER under this AGREEMENT.
SECTION VI

COMPENSATION AND TERMS OF PAYMENT

A. General Progress Payments:

Once each month, the OWNER shall pay the ENGINEER for services performed under Section III, Scope of Services.

B. Compensation and Method of Payment for Engineering Services:

1. The OWNER shall pay the ENGINEER for services in Section III, Scope of Services, Exhibit A, Tasks 1.0 through 9.0 a cost not to exceed $166,114.

2. Payment of the not to exceed amount shall follow the Board of Trustees approval and be in accordance with the ENGINEER’S estimate of the percentage of project completion as approved by the OWNER’S representative. Payment shall be due within 60 days after the date of receipt and approval by OWNER’S representative of monthly invoices describing the work performed during the preceding month.

3. The OWNER agrees to pay ENGINEER for any services described in Section V: A, Additional Services of Engineer, only if the services are requested in writing by the OWNER’S representative. Payment will be in accordance with Paragraphs 1 and 2 of this section for additional services rendered in connection with the additional document provided by the District. Additional services to be requested under Scope of Services Exhibit A, an amount up to, but not exceeding N/A may be authorized for services performed under Section V. Payment in accordance with this Paragraph 3 shall be in addition to the sums paid pursuant to Paragraph 1. Total contract amount not to exceed $_______ N/A ________

4. Simple interest at the rate ten percent per annum will be added to the unpaid balance, not including amounts withheld pursuant to Section VI:B:6, 7, or 10 of each invoice. The interest period shall commence sixty
days after date of receipt by OWNER of an acceptable original invoice as determined by OWNER'S representative and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

5. Request for payment shall be submitted on company letterhead. Billings shall be submitted during the last week of each month in an original and one copy to the OWNER'S representative.

6. 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.

7. 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 amounts that are consistent with applicable travel guidelines established by the OWNER policy, regulations, and procedures for its own employees and consultants attached as Exhibit N/A. Reports of expenses shall be submitted along with invoices for all itemized charges. No overhead and/or profit shall be permitted. OWNER reserves the right to reject any and all expenses it considers not directly related to the Work required herein.

8. NRS 338.515 requires that the District pay the Engineer not more than 95 percent of the amount of any progress payments due under the Contract until the Engineer completes 50 percent of the work required by the Contract. Thereafter, the District may pay any of the remaining progress payments without withholding retainage if satisfactory progress is being made in the work. (The Project Engineer is to notify Finance, In
writing, once 50 percent of the work required by the Contract is complete.)

NRS 338.520 requires that the District pay the Engineer any outstanding payment due including retainage if the District occupies or begins use of the project or portion of the project or partially occupies one or more buildings of the project.

NRS 338.525 allows the District to withhold from a progress payment or retainage payment an amount sufficient to pay the expenses the District reasonably expects to incur as a result of the Engineer's failure to comply with the contract or applicable building code, law, or regulation. This includes the value of any incomplete, defective, or deficient work.

Note: To ensure payments are made for work performed and project funded, the District requires Contractors to submit progress billings monthly.

9. OWNER'S representative shall subtract from any payment made to ENGINEER all damages, costs and expenses caused by, resulting from or arising out of negligent errors or deficiencies in ENGINEER'S designs, drawings, specifications, reports and other services which have not previously been paid by ENGINEER.

10. In the event that ENGINEER contemplates the use of subcontractors to perform some of the services required herein it is understood and agreed that the above mentioned compensation includes a handling charge not to exceed 5% to reflect increased expenses to ENGINEER occasioned by utilization of such subcontracts. If such subcontractors are not utilized, or utilized to a lesser extent than originally projected, such compensation may be reduced accordingly. OWNER may require verification of all amounts paid subcontractors by ENGINEER.

11. Upon satisfactory completion by ENGINEER 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, 
ENGINEER 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.

12. 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.

SECTION VII
AUDIT: ACCESS TO RECORDS

A. The ENGINEER shall maintain books, records, documents and other evidence directly 
pertinent to performance under this AGREEMENT in accordance with generally 
accepted accounting principles and practices consistently applied. The ENGINEER 
shall also maintain the financial information and data used by the ENGINEER in the 
preparation or support of the cost submission and a copy of the cost summary submitted 
to the OWNER. The OWNER, and the State of Nevada Department of Conservation 
and Natural Resources, Division of Environmental Protection or any of their duly 
authorized representatives shall have access to such books, records, documents and 
other evidence for the purpose of inspection, audit and copying. The ENGINEER will 
provide proper facilities for such access and inspection. Negotiated fixed rates will not 
change due to an audit.

B. Audits conducted pursuant to this provision shall be in accordance with generally 
accepted auditing standards and established procedures and guidelines of the reviewing 
or audit agency(ies).

C. The ENGINEER agrees to the disclosure of all information and reports resulting from 
access to records pursuant to paragraphs A and B above, to any of the agencies 
referred to in paragraph A above, provided that the ENGINEER is afforded the
opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments of reasonable length, if any, of the ENGINEER.

D. Records under paragraphs A and B above shall be maintained and made available during performance under this AGREEMENT and until three years from date of final payment for the project. In addition, those records which relate to any arbitration appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution, litigation, claim or exception.

SECTION VIII
SUBCONTRACTS

A. Services specified by this AGREEMENT shall not be subcontracted by the ENGINEER, except as identified in the ENGINEER’S cost proposal, without prior written approval of OWNER.

B. Prior to considering ENGINEER’S request to subcontract or change subcontractors the ENGINEER shall provide a one or two page written report to OWNER stating what talents, skills and experience the subcontractor brings to the project to include past performance of subcontractor in management ability, cost control, timely performance and thoroughness of work on projects similar to OWNER’S project.

C. Approval by OWNER of ENGINEER’S request to subcontract or to change subcontractors or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve ENGINEER of responsibility for the professional and technical accuracy and adequacy of the work. ENGINEER shall be and remain liable for all
damages to OWNER caused by negligent performance or nonperformance of work under the AGREEMENT by ENGINEER'S subcontractor or their sub-subcontractor.

D. The compensation due under Section VI shall not be affected by OWNER'S approval of ENGINEER'S request to subcontract.

SECTION IX
TIME SCHEDULE

ENGINEER shall furnish OWNER'S representative a schedule for performance of services not later than **10 calendar days** after ENGINEER receives written notice to proceed from OWNER'S representative. The schedule shall set forth not more than **(109) calendar days from Notice to Proceed for Tasks 1.0 through 9.0** as a period of time which may reasonably be required to complete the services identified in Exhibit A and shall terminate on **July 31, 2009** from the date of issuance of Notice to Proceed. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the ENGINEER will provide a **14-calendar day** allowance for each OWNER review period. If the ENGINEER'S performance of services is delayed or if the ENGINEER'S sequence of tasks is changed, he shall notify the OWNER'S representative in writing of the reasons for the delay. The ENGINEER shall then prepare a revised schedule for performance of services and submit the revised schedule to the OWNER'S representative. The ENGINEER shall perform and complete the work according to the schedule furnished to OWNER'S representative. If the ENGINEER is delayed by conditions within his control, as determined by OWNER after consultation with the ENGINEER, OWNER shall have the right to increase the percentage withheld from monthly payments under Section VI:B of this AGREEMENT until such time as the ENGINEER has complied with the schedule requirements or presented an acceptable plan for such compliance. Such withholdings by OWNER will not require payment of interest under the provisions of Section VI:B.
Owner reserves the option to extend this AGREEMENT for up to sixty (60) calendar days from its completion date for any reason. ENGINEER will not be paid for work performed beyond the completion date without prior written approval of OWNER.

SECTION X
MISCELLANEOUS PROVISIONS

A. Suspension

OWNER may suspend performance by ENGINEER under this AGREEMENT for such period of time as OWNER, in its sole discretion, may prescribe by providing written notice to ENGINEER at least ten working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay ENGINEER its compensation, based on percentage of project completion, earned until the effective date of suspension less all previous payments. ENGINEER shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event the OWNER suspends performance by ENGINEER for any cause other than the error or omission of the ENGINEER, for an aggregate period in excess of thirty days, ENGINEER shall be entitled to an equitable adjustment of the compensation payable to ENGINEER under this AGREEMENT to reimburse ENGINEER for additional costs occasioned as a result of such suspension of performance by OWNER.

B. Termination

1. 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:
   a. not less than ten days, written notice of intent to terminate; and
   b. an opportunity for consultation with the terminating party prior to termination.
2. This AGREEMENT may be terminated in whole or in part by the OWNER for its convenience; but only after the ENGINEER is given:
   a. not less than ten days' written notice of intent to terminate; and
   b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is effected by the OWNER, the OWNER will pay
   ENGINEER that portion of the compensation which as been earned as of the effective date of termination but:
   a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
   b. any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the ENGINEER's default.
4. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.
5. Upon receipt of a termination notice pursuant to paragraphs 1 and 2 above, the ENGINEER shall:
   a. promptly discontinue all services affected (unless the notice directs otherwise); and
   b. deliver or otherwise make available to the OWNER all materials, information and documents as defined in Paragraph D of Section I, Responsibility of the ENGINEER.
6. Upon termination pursuant to paragraphs 1 and 2 above, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any uncompleted work of the ENGINEER delivered to the OWNER due to cancellation of all or portions of the work or contract termination,
which is utilized by the OWNER in any way, shall have the ENGINEER’S name and seal removed.

7. If after termination for failure of the ENGINEER to fulfill contractual obligations it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER. In such event, adjustment of the compensation provided for in this AGREEMENT shall be made as provided in paragraph 4 of this section.

8. The rights and remedies of the OWNER and the ENGINEER provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

9. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

C. Covenant Against Contingent Fees

The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this AGREEMENT price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Gratuities

1. The OWNER may, by written notice to the ENGINEER, terminate this AGREEMENT if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the ENGINEER or any other agent or representative of the ENGINEER to any officer or employee of the OWNER with a view toward securing a contract or securing
favorable treatment with respect to the awarding or amending or making of any
determinations with respect to the performance of this AGREEMENT.

2. In the event this AGREEMENT is terminated as provided in paragraph 1 hereof,
the OWNER shall be entitled:
   a. to pursue the same remedies against the ENGINEER as it could pursue
      in the event of a breach of the contract by the ENGINEER; and
   b. as a penalty in addition to any other damages which it may be entitled by
      law, to exemplary damages in an amount (as determined by the OWNER)
      which shall be not less than three nor more than ten times the costs
      incurred by the ENGINEER in providing any such gratuities to any such
      officer or employee.

3. The rights and remedies of the OWNER provided in this clause shall not be
exclusive and are in addition to any other rights and remedies provided by law or
under this AGREEMENT.

E. Insurance

ENGINEER shall procure and maintain, at its own expense, during the entire term of this
AGREEMENT, the following insurances:

1. Insurance as required under the Nevada Industrial Insurance and Occupational
   Disease Acts; such insurance will protect it and OWNER from claims by
   ENGINEER due to sickness, disease or injury.

2. Comprehensive general liability (bodily injury and property damage) insurance
   with respect to ENGINEER'S agents and vehicles assigned to the prosecution of
   work under this AGREEMENT in a policy limit of not less than one million dollars
   ($1,000,000) refer to Exhibit D. ENGINEER'S general liability insurance policies
   shall be endorsed to include the OWNER as additional insured.

3. Professional liability insurance, for the protection from claims arising out of
   performance of professional services caused by a negligent act, error, or
   omission for which the insured is legally liable; such professional liability
insurance will provide for coverage in the amount of not less than one million dollars ($1,000,000) for the period of time covered by this AGREEMENT. Certificates indicating that such insurance is in effect shall be delivered to the OWNER before work is begun under this AGREEMENT. If the ENGINEER is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this contract and the Certificate of Insurance shall state that coverage is claims made and the retroactive date. Upon availability, the ENGINEER shall maintain coverage for the duration of this contract and for two years following the completion of this contract. The ENGINEER shall provide the OWNER annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the ENGINEER and/or Insurance Carrier shall provide the OWNER with 30-day advance notice of policy cancellation.

4. The ENGINEER’S Comprehensive General Liability and Professional Liability insurance policies shall be endorsed to recognize specifically ENGINEER’S contractual liability to OWNER; to waive subrogation against OWNER, its officers, agents, servants and employees; and to provide that OWNER will be given thirty days' notice in writing of any cancellation of, or material change in, the policies.

5. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $10,000.00 without the written approval of the OWNER.

F. Indemnity

ENGINEER, its consultants and its sub consultants of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials and employees and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest,
attorney's fees, costs and expenses of whatsoever kind or nature, whether rightful or otherwise, including those arising out of injury to or death of the ENGINEER'S employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of ENGINEER or of its consultants or of its subconsultants or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. OWNER shall promptly notify ENGINEER, in writing, of any such claim, demand, arbitration or lawsuit.

G. Covenant

The ENGINEER covenants that it presently has no direct interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. ENGINEER further covenants that in the performance of said services, no person having any such interest shall be employed.

H. Assignment

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

I. Order of Preference

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

A. This AGREEMENT
B. Exhibit A: Scope of Services dated March 24, 2009
C. *Exhibit B: ENGINEER'S Fee Schedule dated March 24, 2009
D. Exhibit B-1: ENGINEER'S Schedule
E. Exhibit C: Insurance Requirements
F. Exhibit D: Disclosure of Ownership

*ENGINEER’S Fee Schedule is attached hereto as part of the AGREEMENT and will remain in effect at the rates specified therein throughout the term of the Agreement.

J. Governing Law

Nevada law shall govern the interpretation of this AGREEMENT.

K. Attorney’s Fees and Costs

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

L. Disclosure of Ownership/Principals

Any Bidder 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 Bidder may be cause for rejection of bid.

M. 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.
N. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or U.S. mail at the following addresses.

TO OWNER: CLARK COUNTY WATER RECLAMATION DISTRICT
TIM GIBSON, SR. CIVIL ENGINEER
VALERIE VIAN, PURCHASING SPECIALIST
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122
(702) 668-8095
FAX (702) 668-9090

TO ENGINEER: HDR ENGINEERING, INC.
ALISON RATLIFF, PROJECT MANAGER
7180 POLLOCK DRIVE
SUITE 200
LAS VEGAS, NV 89119
PHONE (702) 938-6000
FAX (702) 938-6060
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By: ____________________________
RICHARD MENDES
General Manager

By: ____________________________
BRIDGETTE McINALY
Financial Services Manager

HDR ENGINEERING, INC

By: ____________________________
LOLENE TERRY
Vice President

APPROVED AS TO LEGALITY ONLY:
DAVID ROGER, DISTRICT ATTORNEY

By: ____________________________
CAROLYN CAMPBELL
Deputy District Attorney
Exhibit A
PRIVATE SEWER SYSTEM STUDY

SCOPE OF SERVICES

This scope of services is a revised and reduced level of effort from what was originally proposed based on the District’s requirements listed in their RFP. This project scope is limited to reduce the consulting costs and relies on a number of activities being completed by District staff to keep the project moving forward.

TASK 1.0  PROJECT MANAGEMENT

HDR will manage and administer the work associated with the Private Sewer System Study project under this task. Activities associated with this task include:

1.1 *Kick-off Meeting.* Schedule and conduct project kick-off meeting with the District. Agenda items for the meeting will include:

- Introduction of the project team(s);
- Establish primary lines of communication;
- Identify the project scope(s);
- Identify and discuss the project schedule;
- Identify and discuss issues and critical success factors related to the project.

Meeting will include personnel from the Consultant, District Design, and Collection Systems staff. Prepare and distribute meeting minutes and project team directory to all meeting attendees.

1.2 *Project Guide.* Create project guide outlining project requirements, key staff, contact information, documentation requirements, schedule, and budgets for revised scope of services. This will be a brief summary of project requirements.

1.3 *Administration and Invoicing.* Project schedule development and maintenance for the HDR project team and District staff members participating in HDR’s contract activities, prepare invoices for the District, and coordinate and manage subconsultants. Progress meeting is limited to one at the mid-point of execution of the project. No meeting agenda or detailed notes will be prepared, but decisions and issues will be documented in writing.

1.4 *Quality Assurance/Quality Control.* Conduct a quality control review and check each deliverable for consistency and accuracy prior to submittal to the District.

**Task 1.0 Deliverables**
- Project Guide
- Monthly invoices

3/25/2009
Exhibit A
CCWRD PRIVATE SEWER STUDY

TASK 2.0 INVENTORY OF SELECTED SYSTEMS

2.1 Field Reconnaissance – Two HDR representatives will perform a field reconnaissance survey. District representative may be present during this field work. The following shall be accomplished during the field visits:

- Verify accuracy of field maps;

- Manhole locations shall be identified for accessibility, potential problems, and traffic control requirements;

- Identify any structures located outside of private areas;

- Identify any surface features that might impede inspection work;

- Identify manhole covers that are locked down or bolted that require special tools or keys for access;

- Identify manhole covers that are unsound or missing and pose a safety threat;

- Maintain a log of reconnaissance activities including documentation of findings and date(s) on which reconnaissance was performed.

Task 2.0 Deliverables
- Field Reconnaissance Summary (tabular format)

TASK 3.0 CONDITION ASSESSMENT

3.1 Manhole Inspection – HDR will perform manhole inspections on approximately 50 manholes according to NASSCO MACP coding requirements. An inspection report will be completed for every manhole including digital photos.

3.2 Cleaning – The work consists of the cleaning of pipes using a hydroflushing method for as needed for up to 7,000 lf of 6- to 12-inch-diameter sanitary sewer pipe. It is assumed that about 50 percent of the pipes may require light to moderate cleaning. No allowance is included for heavy cleaning.

3.3 CCTV – The work to be completed consists of the internal closed-circuit television (CCTV) inspection according to NASSCO PACP requirements using Granite XP software of pipes using methods for approximately 14,000 lf of 6- to 12-inch-diameter sanitary sewer pipe. No more than one week of work (5 days) will be performed. A per foot price has been used for inspection work, not including mobilization for each CCTV unit. An inclinometer is included in the CCTV work and will record inclinometer data in the forward direction only in
conjunction with CCTV imaging work. This forward method for utilizing the inclinometer is considered less accurate than recording the data on the reverse direction of the camera and at 1/3 the typical CCTV rate. To provide the data in the reverse direction would significantly reduce the time available to perform CCTV work.

3.4 **Lift Station Evaluations** – HDR will perform a condition assessment of multiple aspects of lift station operation and infrastructure for the four selected systems. A multidiscipline evaluation shall be conducted to assess structural, mechanical, electrical, instrumentation, odor control, security, and safety aspects of each station. It is estimated that a maximum of four lift stations will be inspected: three stations to be manhole type lift stations and one above-ground lift station.

3.5 **Data Entry** – HDR will provide data entry for in NASSCO format:

3.5.1 Manholes – Data entry from the field manhole reports into the District’s MS Access Manhole Inspection Form that were developed for District collection system work and meeting NASSCO MACP requirements.

3.5.2 CCTV – Coding will be done according to NASSCO PACP format in Granite XP files from field work where continuous imaging (video) will be collected.

Miles of pipe, diameter, material, and condition of pipes and manholes will be provided for the four inspected systems. No evaluation of other private systems will be performed. System age will be based on information provided by the District and HOA as-builts.

3.6 **QC Data** – HDR will review all inspection data submittals for quality acceptance.

3.7 **Map Updates** – At the conclusion of field inspections, red lines of maps will be provided to reflect actual field conditions.

**Task 3.0 Deliverables**
- Electronic MACP Reports
- Electronic PACP Reports
- Lift Station Evaluation reports
- Red-lined Field Maps

**TASK 4.0 ESTIMATION OF OPERATIONS AND MAINTENANCE AND CAPITAL IMPROVEMENT PROJECT BUDGETS**

Estimates of O&M and CIP budgets for the four private systems evaluated will be order-of-magnitude level budgets defined by the American Association of Cost Engineers (AACE) as an “estimate made without detailed engineering data”. This level of estimating is expected to be accurate within plus 50 percent to minus 30 percent of the actual costs. Indirect capital costs consist
of engineering, permitting, and legal services during construction, as well as contingencies or any other special costs. A 30 percent contingency will be applied to account for the indirect capital costs.

4.1 **Operations and Maintenance (O&M) Budget** – O&M costs will be presented as a present worth cost of expected annual O&M costs based on O&M cost data provided by the District’s Collection System staff.

4.2 **Capital Improvement Project (CIP) Budget** – CIP budgets will be developed based on recent bids for similar work in the Las Vegas Valley. If no existing bids are available for specific items, HDR’s staff will utilize cost data for similar work in other parts of the country and adjusted for any cost differences between the locations using the Consumer Cost Indexes for 2009.

**Task 4.0 Deliverables**
- Estimate of O&M and CIP Budgets

**TASK 5.0 EVALUATE MARKET VALUE**

Given that the District’s goal is to not pay to take over a system, a system valuation is not critical to the actual transfer of the system occurring. However, the cost associated with the extent of needed repairs and replacement in each system will be important in determining whether to proceed with the transfer. However, once the system is acquired, the District will need a system assets value in order to book the infrastructure into the District’s fixed assets model. While there are several alternative methods to evaluate the asset or market value of a system, the original cost less depreciation, adjusted for condition of repair, is the preferred method for value determination for booking the facilities into the fixed assets model.

The following steps will be used in determining the value of the acquired systems:

5.1 **Evaluate Original Cost** – This step will evaluate the original installed cost of the assets of each system, either through direct documentation or an engineer’s estimate. Research will be conducted with each system to determine if the original cost were documented and available to be used. If the original cost cannot be determined from a documented source, a replacement cost estimate of the asset(s) will be evaluated and then adjusted to an original cost using a cost index.

5.2 **Evaluate the Final System Valuation by Asset** – The final step in the valuation process will be to evaluate the final system valuation by asset using the information developed above. The following criteria will be used in determining the final valuation for each asset:

a) If the asset is deemed to be in good condition with no repairs or replacement needed, the original cost estimate less accumulated depreciation will be used to value the asset. For
Exhibit A
CCWRD PRIVATE SEWER STUDY

... accounting consistency, it is desirable that HDR use standard useful life ranges in use by the District, if feasible.

b) If it is determined that the useful life of the asset needs to be adjusted, but no repairs will be made, the current book value of the asset will then be depreciated by the adjusted useful life.

c) If the asset will incur repairs, the book value plus the cost of the repairs will be summed along with any adjustment to the useful life, if needed.

d) If the asset will be replaced due to condition of repair or compliance history, the replacement cost of the asset will be used for the valuation along with the associated useful life of the new asset.

Once this review is completed for each asset within a private system, the private system total valuation will be evaluated and the assets can be imported into the District's fixed asset model once the transfer occurs.

Task 5.0 Deliverables
- Market Value of the Four Private Systems with basis of evaluation.

TASK 6.0 REVENUE CASH FLOW PROJECTIONS

The development of the revenue requirements is the first analytical portion of a comprehensive rate study process. This portion of the project entails reviewing the sources of funds (revenues) and comparing them to the applications of funds (expenses). This task considers the prudent and proper funding for O&M and capital expenditures and helps to determine the need for any rate adjustments over the time period selected. A more detailed discussion of the various steps involved in developing the revenue requirements is provided below.

6.1 *Selection of a Test Period* — The first step in the development of the revenue requirements is the selection of a "test period". A "test period" refers to a time frame of reference for the accumulation of revenues and expenses. By reviewing costs over an extended time frame, the District can determine if any major rate impacts are on the horizon and potentially take steps today to help minimize future impacts (e.g. rate adjustment transition, accumulation of capital reserves, etc.).

6.2 *Method of Accumulating Costs* — Once the "test period" has been determined, the next decision is to determine the basis or method of accumulating costs. There are two choices for accumulating costs for revenue requirement/financial planning purposes; the "cash" or "utility/accrual" basis. Table 1 provides a simple comparison between these two "generally accepted" methodologies.
Table 1.1
Cash vs. Utility Basis Comparison

<table>
<thead>
<tr>
<th>Utility/Accrual Basis</th>
<th>Cash Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>+ O&amp;M Expense</td>
<td>+ O&amp;M Expense</td>
</tr>
<tr>
<td>+ Taxes or Transfer Payments</td>
<td>+ Taxes or Transfer Payments</td>
</tr>
<tr>
<td>+ Annual Depreciation Expense</td>
<td>+ Capital Projects Financed with Rate Revenues (≥ Deprec. Exp.)</td>
</tr>
<tr>
<td>+ Return on Rate Base (Investment)</td>
<td>+ Debt Service (P+I)</td>
</tr>
<tr>
<td>= Revenue Requirement</td>
<td>= Revenue Requirement</td>
</tr>
</tbody>
</table>

The “cash” basis approach is most commonly used by municipal (public) utilities for determining and setting their revenue requirements since this closely follows their budgeting process. This is the methodology HDR would recommend to establish revenue requirements for the City.

6.3 Accumulation of Revenues and Expenses.— Once the test period and method of accumulating costs has been determined, HDR will develop in conjunction with District management and staff the test period revenue requirements. Revenue requirements are composed of two major types of costs; operational and capital expenses. The operational costs from budgeted costs will use assumed escalation factors and adjusted for any known changes in operations.

Within this study, the starting point for projecting capital costs (expenditures) will be the any relevant capital planning and capital budgeting documents as well as information produced during the infrastructure review. In the financial planning process, consideration must be given to maximizing the capital improvements (expenditures) for the system, while minimizing rates to its customers. This is accomplished in a variety of ways. However, the most important aspect of this discussion is that there are multiple methods of financing capital expenditures, and it is through this process that rates can be minimized.

Table 2 provides an overview of the general approach that is used to develop a capital expense plan for the revenue requirement analysis.

The basic framework shown above is developed on a year-by-year basis for each of the projected five-year revenue requirement analysis.

Expected District Staff Support – For this task, the District will be expected to:
- Provide “as needed” assistance to explain the District’s data and information as it relates to developing the revenue requirements.
- Provide “as needed” data refinements or additional data needs as determined during the process of developing the revenue requirements.
Exhibit A
CCWRD PRIVATE SEWER STUDY

Table 2
Overview of the General Methodology For Reviewing
the Financing of Capital Project Expenses

<table>
<thead>
<tr>
<th>+ Total Capital Projects –</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Replacement and Refurbishment Capital Projects</td>
</tr>
<tr>
<td>✓ Legally Mandated Capital Projects</td>
</tr>
<tr>
<td>✓ System Growth and Expansion Capital Projects</td>
</tr>
<tr>
<td>– Outside Funding Sources –</td>
</tr>
<tr>
<td>✓ Capital Reserves</td>
</tr>
<tr>
<td>✓ Grants</td>
</tr>
<tr>
<td>✓ Low-Interest Loans (State and/or Federal)</td>
</tr>
<tr>
<td>✓ Connection Fees/Contributed Capital</td>
</tr>
<tr>
<td>✓ Short-Term Borrowing</td>
</tr>
<tr>
<td>✓ Borrowed Funds/Long Term Debt (e.g. Revenue Bond)</td>
</tr>
<tr>
<td>= Capital Projects Financed with Rate Revenues (≥ Deprec. Exp.)</td>
</tr>
</tbody>
</table>

Task 6.0 Deliverables
- Results only of a revenue requirement analysis for a projected five year period that considers the necessary operating and capital needs of the to-be-acquired utility infrastructure.
- Simplified presentation of a capital financing plan within the revenue requirement analysis that uses information garnered through other tasks in this project which attempts to maximize capital expenditures, while minimizing the impacts to customers over time.

TASK 7.0 WORKSHOP

A workshop will be conducted after preliminary recommendations are developed. Workshop activities to include:

- Prepare and distribute background information to participants in advance, along with workshop agenda;
- Prepare and distribute copies of minutes from the workshop to all participants and others as appropriate.

Comments from the workshop will be incorporated into the Evaluation Report.

Task 7.0 Deliverables
- Agenda, Presentation and Workshop Notes

TASK 8.0 EVALUATION REPORT

8.1 Draft Report – HDR will prepare a draft study report that includes, at a minimum, the following items:
Exhibit A

CCWRD PRIVATE SEWER STUDY

- Summary of field work and findings in tabular format;
- Costs of recommendations to correct Summary of work completed for Tasks 2 through 10 including recommendations.

This report will be a simplified report with little text and more data and cost tables with some explanations of the basis of costs. Ten copies of the draft report will be provided to the District for review and comment.

8.2 Final Report – Following the District’s review, the study report will be revised as appropriate and ten copies of a final report will be presented to the District.

Task 8.0 Deliverables
- Draft and Final Reports

TASK 9.0 RECOMMENDATIONS FOR STEPS TO ACCOMPLISH

If the District decides to move forward with the takeover of any or all four systems evaluated, HDR will develop an implementation plan. It is HDR understands that:

a) The District will not pay to take over a system;

b) The HOA is responsible for bringing the system up to standards at cost to the HOA; and

c) If the HOA does not want to bring system up to standards, they will then be deemed a Special Improvement District (SID) and will raise rates accordingly.

HDR agrees with the District’s direct, proactive approach in this regard which avoids many of the nuances and complications of an acquisition through sale of assets. However, in addition to information needed by the District to evaluate the financial consequences of taking over the private collection systems, there will also likely be a need for the District to supply the HOAs with information needed by them to fully rationalize and defend to the homeowners the no-cost transfer of assets to the District. HDR can support the District by developing the information needed for both purposes.

HDR will develop the provisions of decision-support services; ultimate transfer of assets; schedule, costing, prioritization, and funding of CIP projects, development of the funding tool, if needed, and develop an implementation plan for these activities by identifying the needed acquisition steps, responsible parties, any costs to implement, and time frames and deadlines.

Task 9.0 Deliverables
- Implementation Plan

3/25/2009
DISTRICT RESPONSIBILITIES:

1.0 *Community Outreach* – The District will provide all coordination activities with the community regarding the project and will take all calls from the public related to the project.

2.0 *As-built Information* – The District will obtain as-built information for the four selected HOAs pertaining to the private sewer system.

3.0 *Field Maps* – The District will develop GIS maps based on the as-built information or GIS street layout where as-built information is not available, prepare maps for subsequent field activities or discussion purposes. Maps will be provided to HDR prior to Task 2 Field Reconnaissance activities.

4.0 *Evaluation of Systems against District Standards* – District staff will compare system configuration with District standards to identify CIP projects needed to bring the system into conformation with their requirements. The identified CIP projects will be provided to HDR to include in Task 4 estimation work.
EXHIBIT C

CLARK COUNTY WATER RECLAMATION CERTIFICATE OF INSURANCE

PRODUCER
1. INSURANCE BROKER’S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS

   COMPANY AFFORDING COVERAGE  3. BEST’S RATING
   COMPANY LETTER

   COMPANY LETTER
   COMPANY LETTER
   COMPANY LETTER
   COMPANY LETTER

   COMPANY LETTER

INSURED
2. SUCCESSFUL BIDDER’S NAME, ADDRESS, PHONE & FAX NUMBERS

   COMPANY LETTER
   COMPANY LETTER
   COMPANY LETTER
   COMPANY LETTER
   COMPANY LETTER

   COMPANY LETTER

COVERAGES

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<table>
<thead>
<tr>
<th>CO.LTR</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>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4. GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X COMMERCIAL GENERAL LIABILITY</td>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>LIMITS</td>
</tr>
<tr>
<td></td>
<td>CLAIMS MADE X OCCUR</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE 5(3) 2,000,000</td>
</tr>
<tr>
<td></td>
<td>OWNERS &amp; CONTRACTOR’S PROTECTION</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS-COMP/OP AGG. 5(3) 2,000,000</td>
</tr>
<tr>
<td></td>
<td>UNDERGROUND EXPLOSION &amp; COLLAPSE</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV. INJURY 5(6) 1,000,000</td>
</tr>
<tr>
<td></td>
<td>INDEPENDENT CONTRACTOR</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE 5(6) 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FIRE DAMAGE (Any one fire) 5(1) 50,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MEd. EXPENSE (Any one person) 5(1) 5,000</td>
</tr>
<tr>
<td></td>
<td>5. AUTOMOBILE LIABILITY</td>
<td>(J)</td>
<td>(K)</td>
<td>(L)</td>
<td>LIMITS</td>
</tr>
<tr>
<td></td>
<td>X ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td>COMBINED SINGLE LIMIT 5(6M) 1,000,000</td>
</tr>
<tr>
<td></td>
<td>ALL OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person) $</td>
</tr>
<tr>
<td></td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident) $</td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE $</td>
</tr>
<tr>
<td></td>
<td>NON-OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $</td>
</tr>
<tr>
<td></td>
<td>GARAGE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>STATUTORY LIMITS</td>
</tr>
<tr>
<td></td>
<td>UMBRELLA FORMULA</td>
<td></td>
<td></td>
<td></td>
<td>EACH ACCIDENT $</td>
</tr>
<tr>
<td></td>
<td>OTHER THAN UMBRELLA FORMULA</td>
<td></td>
<td></td>
<td></td>
<td>DISEASE POLICY LIMIT $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DISEASE EACH EMPLOYEE $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $</td>
</tr>
<tr>
<td></td>
<td>6. WORKER’S COMPENSATION AND EMPLOYEES’ LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. PROFESSIONAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8. DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9. CERTIFICATE HOLDER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLARK COUNTY WATER RECLAMATION DISTRICT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C/O PURCHASING AND CONTRACTS DIVISION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5857 E. FLAMINGO ROAD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LAS VEGAS, NV 89122</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Certificate Holder is named as an additional insured.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CANCELLATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10. NEVADA RESIDENT AGENT (NRS 680A.300)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Certificate Holder is named as an additional insured.
EXHIBIT D
DISCLOSURE OF OWNERSHIP/PRINCIPALS

FOR INTERNAL USE ONLY:
PROJECT/BID NO. ____________________________
PROJECT DESCRIPTION: ____________________________

Type of Business:
☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other

Business Name: ______________________________________________________
(Include d.b.a., if applicable)

Business Address: ______________________________________________________

Business Telephone: ______________________________________________________

Disclosure of Ownership and Principals:
In the space provided below, the Contracting Entity (Proposer/Offeror/Bidder) must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than five percent (5%) ownership interest in the Contracting Entity.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Contracting Entity shall continue the above list on a sheet of paper entitled “Disclosure of Principals – Continuation” until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ______________________

Disclosure of Ownership and Principals – Alternate:
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth above. A description of such disclosure documents must be included below:

Name of Attached Document: ____________________________________________
Date of Attached Document: ____________________________ No. of Pages: __________

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 / Capacity: ____________________________________________
Print Name: ____________________________
Date: 3-24-09

rev 09/26/07