AGREEMENT FOR ENGINEERING SERVICES
CLARK COUNTY WATER RECLAMATION DISTRICT

AND

CH2MILL ENGINEERS, INC.

THIS AGREEMENT is made and entered into this _____ day of September, 2012, by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and CH2MILL ENGINEERS, INC., a Delaware Corporation, hereinafter referred to as "ENGINEER"), for the ENGINEERING DESIGN SERVICES, BIDDING PERIOD AND ENGINEERING SERVICES DURING CONSTRUCTION FOR THE CENTRAL PLANT CLARIFIERS NO. 1-8 REHABILITATION, CCWRD PROJECT NO. 694 (RFQ NO. 915-11), (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 Bruce Johnson, Project Manager to manage the ENGINEERING DESIGN SERVICES, BIDDING PERIOD AND ENGINEERING SERVICES DURING CONSTRUCTION FOR THE CENTRAL PLANT CLARIFIERS NO. 1-8 REHABILITATION, CCWRD PROJECT NO. 694 (RFQ NO. 915-11). All services specified by this AGREEMENT shall be performed by the Project Manager, ENGINEER'S sub-consultants and key 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. The Project Manager, the key members of the project team, as well as any sub consultants used on the project are to be locally based in Clark County, Nevada and reside in the Clark County area for the duration of the project. Beside the ability to coordinate and communicate with District staff quickly and effectively, this requirement is intended to reduce project costs by avoiding unnecessary travel costs not incidental to the work required herein. ENGINEER must acknowledge its commitment to this requirement by specifically identifying the Project Manager, the team members, and the sub consultants to be assigned to this project at time of the Proposal submittal. 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 J 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.

K. ENGINEER shall comply with the OWNER’S Safety and Security Requirements provided herein as Exhibit G. The ENGINEER is required to read, initial each page of the Exhibit, and return it with signed Agreement.
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:

The ENGINEER will be entitled to progress payments for services performed under Section III, Scope of Services in accordance with the completion of tasks indicated in Exhibit B, Milestones.

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, Part 1, Part 4 through 6, a fee not to exceed $418,285

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. The OWNER’s obligation to pay ENGINEER cannot exceed the not to exceed fee amount. It is expressly understood that the entire work described in Exhibit A must be completed by ENGINEER and it shall be the ENGINEER’S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee. Payment shall be due within 30 days after the date of receipt and approval by OWNER’S representative of ENGINEER’s invoices describing the work performed to reach the milestone.

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 Exhibit C, Hourly Rate Schedule for additional services rendered in connection with the additional document provided by the District. Additional services to be requested are identified as Part 10
under Scope of Services, Exhibit A. An amount up to, but not exceeding **$100,000** 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 **$518,285**.

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. 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. In accordance with NRS 244.250 OWNER shall not provide payment on any invoice ENGINEER submits after six (6) months from the date ENGINEER performs services, or provides deliverables or milestones. All invoices should include the following information:

   a. Company Name
   b. Complete Address (including street, city, state, and zip code)
   c. Company 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 and RFP/RFQ Number
   i. Itemized pricing and total amount due (excluding Sales and Use Tax)
j. Company Invoice Number

ENGINEER 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 ENGINEER in breach of contract, terminate the Agreement, and designate ENGINEER as non-responsible if responding to future requests for proposal.

6. Request for payment shall be submitted on ENGINEER’s company letterhead. Billings shall be submitted no later than 30 days following the last day of the billing period in an original and one copy to the OWNER’S representative.

7. 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. The ENGINEER may invoice for approved and completed work on a monthly basis.

8. Travel costs are not eligible for reimbursement by the OWNER and must not be included in the Agreement except for travel costs associated with the performance of additional services. The OWNER realizes that on certain complex projects, technical expertise may have to be procured from outside Clark County. In such cases, prior approval of the OWNER will be required for such travel. The ENGINEER shall submit a request to the OWNER’S Project Manager, consisting of a brief summary of the tasks involved and the “justification of need” for such travel as part of the draft AGREEMENT. In the event that the OWNER agrees to pay for any of the ENGINEER’S travel expenses directly related to this work the following parameters shall apply: ENGINEER 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 Contractors/Consultants (Exhibit F). 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.

9. 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, a notice of completion for the project or a portion of the project is recorded or the District 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 project schedule 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.

10. 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.

11. 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.

12. 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.

13. 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 1,190 calendar days from Notice to Proceed for Part 1, Parts 4 through 6, including any additional services authorized by the District under Part 10, as a period of time which may reasonably be required to complete the services identified in Exhibit A, including any additional services authorized by the District, and shall terminate on December 15, 2015. 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 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, ENGINEER agrees to provide services as required by the OWNER within the scope of the AGREEMENT. ENGINEER will not be paid for work and/or services performed beyond the termination date without prior written approval of OWNER. All ENGINEER proposed time extensions must obtain prior written approval of OWNER. OWNER shall not be responsible for work and/or services performed by ENGINEER during the proposed extension period without prior written approval.

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 the OWNER for its convenience; but only after the ENGINEER is given thirty (30) days written notice.

2. 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.

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 E. 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.

F. Indemnity

ENGINEER shall require its consultants and its sub consultants by contract to indemnify 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. Fair Employment Practices

The Board of Trustees is committed to promoting full and equal business opportunity for all persons doing business in Clark County. ENGINEER acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. ENGINEER recognizes that if they or their subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, OWNER may declare ENGINEER in breach of contract, terminate contract, and designate ENGINEER as non-responsible.

In connection with the performance of work under this contract, the ENGINEER 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 ENGINEER 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 ENGINEER constitutes a material breach of contract.
H. 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.

I. 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.

J. 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 August 10, 2012
C. Exhibit B: Milestones
D. Exhibit C: Hourly Rate Schedule (For Additional Services and Additional Reimbursable Expenses)
E. Exhibit D: Disclosure of Ownership
F. Exhibit E: Insurance Requirements
G. Exhibit F: District Travel Policy for Contractors/Consultants
H. Exhibit G: Special Conditions - Safety and Security Requirements
I. Exhibit H: Subcontractor Information

K. Governing Law

Nevada law shall govern the interpretation of this AGREEMENT.

L. 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.
M. Disclosure of Ownership/Principals
Any ENGINEER 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 ENGINEER may be cause for rejection of Proposal.

N. 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.

O. 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.

P. 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
PUNDA PAI, PROJECT MANAGER
JEAN HUTTON, PURCHASING ANALYST
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122
(702) 668-8144; (702) 668-8097
FAX (702) 668-9140; (702) 668-9090

TO ENGINEER: CH2MILL ENGINEERS, INC.
BRUCE A. JOHNSON
2485 VILLAGE VIEW DRIVE, SUITE 350
HENDERSON, NV 89074
PHONE (702) 953-1221
FAX (702) 953-6216
Q. Counterparts; Electronic Delivery

This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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

CH2MHILL ENGINEERS, INC.

By: _______________________________
    JULIAN HOYLE
    Vice President

APPROVED AS TO AVAILABLE FUNDING:

By: _______________________________
    BRIDGETTE McINALLY
    Financial Services Manager

APPROVED AS TO LEGALITY ONLY:
STEVEN WOLFSON, DISTRICT ATTORNEY

By: _______________________________
    CAROLYN CAMPBELL
    Deputy District Attorney
## EXHIBIT A

### SCOPE OF SERVICES

#### AGREEMENT FOR ENGINEERING SERVICES

**DESIGN, BID PERIOD AND ENGINEERING SERVICES DURING CONSTRUCTION**

**CENTRAL PLANT SECONDARY CLARIFIERS 1-8 REHABILITATION**

**CLARK COUNTY WATER RECLAMATION DISTRICT**

**CCWRD PROJECT NO. 694**

### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURPOSE OF EXHIBIT</td>
<td>1</td>
</tr>
<tr>
<td>PROJECT BACKGROUND</td>
<td>1</td>
</tr>
<tr>
<td>PROJECT DESCRIPTION</td>
<td>1</td>
</tr>
<tr>
<td>PROJECT STAGING AND SEQUENCING</td>
<td>2</td>
</tr>
<tr>
<td>SCOPE OF WORK</td>
<td>2</td>
</tr>
<tr>
<td>TASK 1 – PROJECT MANAGEMENT</td>
<td>2</td>
</tr>
<tr>
<td>1 – Project Administration</td>
<td>2</td>
</tr>
<tr>
<td>2 – Communications and Correspondence</td>
<td>2</td>
</tr>
<tr>
<td>3 – Meetings and Workshops</td>
<td>2</td>
</tr>
<tr>
<td>4 – Reviews, Approvals and Permits</td>
<td>3</td>
</tr>
<tr>
<td>5 – Project Execution Plan</td>
<td>3</td>
</tr>
<tr>
<td>6 – Scheduling and Progress Reporting</td>
<td>4</td>
</tr>
<tr>
<td>7 – Construction Cost Estimates</td>
<td>6</td>
</tr>
<tr>
<td>8 – Invoicing</td>
<td>6</td>
</tr>
<tr>
<td>9 – Quality Management</td>
<td>6</td>
</tr>
<tr>
<td>TASK 2 – PLANNING STUDY (Not Used)</td>
<td></td>
</tr>
<tr>
<td>TASK 3 – PRE-DESIGN / BASIS OF DESIGN REPORT (Not used)</td>
<td>7</td>
</tr>
<tr>
<td>TASK 4 – DETAILED DESIGN</td>
<td>7</td>
</tr>
<tr>
<td>1 – Data Collection and Evaluation</td>
<td>7</td>
</tr>
<tr>
<td>2 – 60% Design Phase</td>
<td>7</td>
</tr>
<tr>
<td>3 – 90% Design Phase</td>
<td>8</td>
</tr>
<tr>
<td>4 – 100% Design Phase</td>
<td>8</td>
</tr>
<tr>
<td>TASK 5 – BID PERIOD ASSISTANCE</td>
<td>9</td>
</tr>
<tr>
<td>1 – Distribution of Contract Documents</td>
<td>9</td>
</tr>
<tr>
<td>2 – Response to Bid Period Questions</td>
<td>10</td>
</tr>
<tr>
<td>3 – Pre-bid Conference</td>
<td>10</td>
</tr>
</tbody>
</table>
4 – Addenda........................................................................................................... 10
5 – Bid Opening and Review.................................................................................. 10
6 – Conformed Documents.................................................................................... 10

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION......................... 13
1 – Coordination..................................................................................................... 13
2 – Submittal Review.............................................................................................. 13
3 – RFI's.................................................................................................................. 13
4 – Clarifications and DISTRICT Requested Assistance...................................... 13
5 – Modifications (Change Orders)........................................................................ 14
6 – Site Inspections................................................................................................. 14
7 – Construction Meetings..................................................................................... 14
8 – Claims and Disputes......................................................................................... 14
9 – Health and Safety............................................................................................. 15
10 – Substantial and Final completion................................................................... 15
11 – Final Job Walk Audit....................................................................................... 15
12 – Final Record Drawings.................................................................................... 15

TASK 7 – CONSTRUCTION FIELD ADMINISTRATION (Not Used)

TASK 8 – COMMISSIONING SERVICES.................................................................. 16

TASK 9 – CONTINGENCY (Not Used) 16

TASK 10 – ADDITIONAL SERVICES.................................................................... 16

RESPONSIBILITIES OF THE DISTRICT................................................................. 16

SCHEDULE............................................................................................................ 17

PAYMENT............................................................................................................... 17
EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
DESIGN, BID PERIOD AND ENGINEERING SERVICES
DURING CONSTRUCTION
CENTRAL PLANT SECONDARY CLARIFIERS 1-8 REHABILITATION
CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 694

PURPOSE OF EXHIBIT

The purpose of this Exhibit A is to establish the Scope of Services to be provided by CH2M HILL Engineers, Inc. (CONSULTANT) to the Clark County Water Reclamation DISTRICT (DISTRICT) in connection with the Central Plant Secondary Clarifiers 1-8 Rehabilitation (PROJECT). Nothing in this Exhibit is to be construed to either conflict or take precedence over the terms and conditions of the primary Agreement.

PROJECT BACKGROUND

Secondary Clarifiers 1-8 at the Central Plant were put into operation in 1992. Through normal operation, there has been some wear and tear on the clarifier mechanisms. Recently the drives and the Tow-Bro suction arms have been replaced. Due to corrosion of submerged metals, much of the rest of the clarifier mechanism is in need of replacement. The purpose of the PROJECT is to replace and repair deteriorated components of eight (8) secondary clarifier mechanisms.

PROJECT DESCRIPTION

The PROJECT is generally described as follows:

- Replace all submerged equipment (except for the recently replaced Tow Bro suction arms) with 316 stainless steel components. This includes the center column, the energy dissipater, and the Tow-Bro support truss system.
- Clean the Tow-Bro suction arm and replace the seal.
- Replace the scum beach with 316 stainless steel and replace the brushes on the scum rake.
- Inspect the concrete and grout base. Repair the concrete launder using a chemical resistant, troweled-on epoxy coating system.
- Inspect the foot-valves in the floor of the clarifiers.
- Inspect the overflow weirs. Replace the weir seal and level if necessary.
- Inspect the drives and electrical controls and monitoring systems to make sure all are working properly.
PROJECT STAGING AND SEQUENCING

The work will be sequenced so that no more than two secondary clarifiers will be taken out of service at one time.

SCOPE OF WORK

The Scope of Work is divided into the tasks listed below. The different tasks parallel the stages associated with project implementation. Each task consists of a series of separate activity efforts.

Task 1 – Project Management
Task 2 – Planning Study (Not Used)
Task 3 – Pre-Design/Basis of Design Report (Not Used)
Task 4 – Detailed Design
Task 5 – Bid Period Services
Task 6 – Engineering Services during Construction
Task 7 – Construction Field Administration (Not Used)
Task 8 – Project Commissioning
Task 9 – Contingency (Not Used)
Task 10 – Additional Services

TASK 1 - PROJECT MANAGEMENT

CONSULTANT is responsible for the management of all services provided by CONSULTANT to DISTRICT. This management is to extend across all phases and parts of the PROJECT. The CONSULTANT Project Manager is to monitor, report and coordinate efforts with DISTRICT Project Manager. Tasks include:

Subtask 1.1: Project Administration

The CONSULTANT will provide contract administration including preparation of monthly progress reports and billing statements, oversight of project staff, preparation of meeting agendas and minutes, maintenance of a decision log, schedule updating, budget control, and record keeping.

Subtask 1.2: Communications and Correspondence

DISTRICT Project Manager and back-up will be copied on all correspondence related to this project. This includes external emails and letters to other public entities. All correspondence to the DISTRICT, including emails, will lead with the Project Number in the subject line.

Subtask 1.3: Meetings and Workshops

DISTRICT Project Manager with the assistance of the CONSULTANT will facilitate meetings and workshops associated with efficient project execution. This will include establishing the meeting objectives, determining participants, creating agendas and conducting sessions.
CONSULTANT shall prepare minutes and summary notes with assigned action items for distribution.

The following meetings and workshops are anticipated for the PROJECT:

- Design Kick-Off Meeting: This will include team introductions, review lines of communications, scope of work, schedule, and discussion of critical issues for success of the PROJECT.

- Progress and Status Report Meetings: These meetings will be held with the DISTRICT on a monthly basis to discuss PROJECT progress, status, schedule, budget, potential issues, required decisions and upcoming activities for the next month. Labor effort is based on the assumption that there will be 6 meetings during design and 12 meetings during construction.

- Deliverable Review Meetings: The CONSULTANT will schedule and conduct review workshops with the DISTRICT at 60%, 90% and 100% design phases.

- External Coordination Meetings: It is anticipated that there will be little external coordination required for this PROJECT. If necessary, a meeting will be held with NDEP for purposes of obtaining construction approval.

Subtask 1.4 Reviews, Approvals and Permits

It is anticipated that the only external agency approval that will be needed for this PROJECT will be NDEP Approval to Construct. This task will include assist to the DISTRICT in obtaining this approval.

Subtask 1.5 Project Execution Plan

CONSULTANT will prepare a Project Execution Plan (PEP). CONSULTANT will adhere to the established DISTRICT procedure for PEP. The draft PEP for DISTRICT review is to be provided within 30 days of NTP. The PEP will establish and clearly define at the PROJECT’S outset the following:

- Project Management Approach
- Organization
- Roles and Responsibilities of Parties Involved
- Communication Plan
- Means for Controls and Monitoring
- Schedule, Budget and Cost Baseline Information
- Quality Management Plan
- Field Health and Safety Plan

The plan will be updated as necessary throughout the project’s duration and to be used as a tool for tracking of status as well as communicating progress to the DISTRICT. The PEP is one of the first deliverables provided by the CONSULTANT to the DISTRICT. DISTRICT Project Manager will provide guidance on the content/format of the PEP and will provide a review and comment on the initial submittal. The PEP will be used throughout the project’s duration with updates provided as required. These updates will originate with the CONSULTANT and be reviewed and validated by the DISTRICT Project Manager.
At a minimum, **CONSULTANT** will update PEP for the engineering kick-off meeting, 90% design submittal and board award of the construction contract.

**Subtask 1.6 Schedule and Progress Reporting**

Schedule and progress reporting requirements herein are the minimum required. With certain projects, **DISTRICT** may require a more sophisticated schedule. **CONSULTANT** may also use a more sophisticated approach to scheduling and/or progress reporting, if such will aid **CONSULTANT** in execution and timely completion of the Work.

Schedule shall align with **DISTRICT** Program WBS and adhere to **DISTRICT** procedure on engineering schedule submittals. **CONSULTANT** shall use established **DISTRICT** durations for submittal reviews of three weeks and bid phase of 14 weeks.

**A. General Requirements - Scheduling**

1. **CONSULTANT** shall start scheduling for the project at Notice of Award.

2. Within 10 days of NTP, **CONSULTANT** shall submit a detailed, resource loaded baseline schedule for all activities listed in the Agreement Exhibit A Scope of Services. Budgeted cost for activities shall match the **CONSULTANT's** authorized budget.

3. If the project is schedule driven or has a highly restrictive timeline, **DISTRICT** may require a schedule as a part of the proposal package or pre-planning phase.

4. Once the first detailed schedule is accepted by the **DISTRICT**, this schedule shall become the baseline schedule, or “record schedule” or “legal schedule”. A record copy shall be kept on file throughout the duration of the project. This schedule shall be used by the **DISTRICT** and **CONSULTANT** to compare progress on a monthly basis.

5. Receipt and acceptance of a monthly updated schedule is a condition precedent to **DISTRICT** recommending monthly progress payments. **CONSULTANT** shall submit monthly schedule (electronic and hard copies) by the 1st Friday after **CONSULTANT's** accounting month end.

6. Float is not for the exclusive use or benefit of either the **DISTRICT** or the **CONSULTANT**, but is a jointly owned expiring resource available to both parties as needed.

7. Use of float suppression techniques such as preferential sequencing or logic special lead/flag restraints, and extended activity times are prohibited.

8. **CONSULTANT** shall submit 1 electronic file compatible with **DISTRICT's** Primavera P6 version 7.0.

9. If **CONSULTANT's** schedule fails to identify contractually required sequences, restraints, and milestones, acceptance by **DISTRICT** shall not imply waiver or waive agreement requirements.
10. **CONSULTANT** shall submit time impact analysis with proposed agreement amendments.

**B. Schedule Format (Engineering Agreements Less Than $1,000,000)**

1. For engineering agreements less than $1,000,000, schedule may be created using a MS Project format compatible with **DISTRICT's** Primavera P6 version 7.0. Schedules shall not be prepared or submitted using non-scheduling software such as Excel, PowerPoint, Word, etc.

2. All other conditions of the above paragraph shall be required as requested by **DISTRICT**.

**C. Monthly Progress Updates**

1. **Meetings.** **CONSULTANT** shall be prepared to discuss the following items during the monthly progress meetings with the **DISTRICT**:
   
   a. Summary of work completed during the past 30-day period
   
   b. Summary of work planned during the next 30-day period
   
   c. The status of major project components (percent complete, amount of time ahead or behind schedule) and an explanation of how the project will be brought back on schedule if delays have occurred.
   
   d. Explanation for any schedule changes, including changes to the logic or to activity durations.
   
   e. Progress made on critical activities indicated on the CPM schedule as well as any items that could potentially delay the project.
   
   f. Additional project status information as requested by **DISTRICT**.
   
   g. Identification of all changes made to the previous schedule.
   
   h. Key project issues
   
   i. Key project decisions

2. **Monthly Progress Reporting.** **CONSULTANT** will provide a monthly progress report using a format/template provided by the **DISTRICT** that includes:

   a. Brief narrative on the project’s current status
   
   - Work done in current month
   
   - Work scheduled for next month
   
   - Most recent milestone completed
   
   - Scheduled date for next milestone to be completed
b. Issues
   - Required **DISTRICT** Actions
   - Outstanding Issues to be Resolved

c. Schedule Issues
d. Progress Issues
e. Budget/Cost Issues
f. Deliverable Status

3. **Issues – Decisions Log.** **CONSULTANT** will create and maintain an Issues/Decisions Log in accordance with the procedure provided by the **DISTRICT**.

4. **Change Management.** All requests for changes must be documented in writing and submitted to the **DISTRICT** Project Manager within one week of the change being needed. **CONSULTANT** will use the Change Log template in accordance with Contract Management guidelines provided by the **DISTRICT**. Change Log should document and support the need for Additional Services and Amendment authorizations.

**Subtask 1.7: Construction Cost Estimates**

**CONSULTANT** will prepare cost estimates (opinions of probable cost) using the appropriate standard of care and employing pertinent guidelines as established by the Association for the Advancement of Cost Estimating (AACE).

Opinions of probable costs will be prepared for each set of construction documents identified; opinions will be prepared at the 90% level of design completion and on the final bid documents. Opinions of probable costs must reference applicable ENR cost indexes and include local market factors.

**Subtask 1.8 Invoicing**

All invoices will be prepared and submitted in accordance with requirements outlined within this Agreement. All invoices must be submitted in a standard format as provided by the **DISTRICT**. Invoices shall be submitted monthly for charges incurred in the prior month. **CONSULTANT** shall be responsible to review invoice for accuracy and correctness prior to submittal to **DISTRICT**. Invoices shall be submitted with **DISTRICT**’s required cover page template and invoice summary template. **CONSULTANT** shall provide with each invoice a summary of the hours incurred per individual at a minimum by week within the invoice period with a description of the services provided. Invoiced costs incurred in a period prior to the current invoice period must be identified as shown in the standard invoice format. An updated log showing all submitted invoices to date must be provided with each invoice. The monthly project schedule update in PDF format and the monthly progress report shall be submitted with the invoice for the same time period.

**Subtask 1.9 Quality Management**

**CONSULTANT** will submit a Quality Management Plan as part of the Project Execution Plan. This document will clearly outline external procedures (those that involve the **DISTRICT** and other entities) as well as internal procedures (e.g. independent, qualified reviews, back checking, etc.) **CONSULTANT** will be responsible to see that all elements of the Quality
Management Plan are followed and complied with during the course of the project. This includes the work undertaken by subconsultants.

CONSULTANT shall respond in writing to the DISTRICT within one week of the DISTRICT identifying a quality related issue stating how issue has been or will be resolved.

Task 1 Deliverables
The following deliverables will be submitted in the format indicated below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
<th>Quantity</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>Communications</td>
<td>1</td>
<td>Hard copy, e-mail, or pdf electronic copy</td>
</tr>
<tr>
<td>1.3</td>
<td>Kick-Off Meeting Minutes</td>
<td>1</td>
<td>Hard copy and pdf electronic copy</td>
</tr>
<tr>
<td>1.3</td>
<td>Other Project Meeting Minutes</td>
<td>1</td>
<td>Hard copy and pdf electronic copy</td>
</tr>
<tr>
<td>1.5</td>
<td>Project Execution Plan</td>
<td>1</td>
<td>Hard copy and pdf electronic copy</td>
</tr>
<tr>
<td>1.6</td>
<td>Engineering Schedule</td>
<td>1</td>
<td>Hard copy and electronic copy in MS Project format</td>
</tr>
<tr>
<td>1.6</td>
<td>Progress Reports</td>
<td>1</td>
<td>Hard copy and pdf electronic copy</td>
</tr>
<tr>
<td>1.7</td>
<td>Construction Cost Estimates</td>
<td></td>
<td>Submitted with Design Deliverables in Task 4</td>
</tr>
<tr>
<td>1.9</td>
<td>Monthly Invoices</td>
<td>1</td>
<td>Hard copy</td>
</tr>
</tbody>
</table>

TASK 4 – DETAILED DESIGN

Subtask 4.1: Data Collection and Evaluation
The purpose of this task will be to collect and review existing design data and to conduct field visits to confirm the extent of rehabilitation required. This will include:

- Inspection of concrete deterioration in the launders to determine the appropriate requirements of protective coating.
- Inspection of walkway support system to evaluate possible approaches for walkway support during construction.
- Evaluation of basin dewatering system to determine its applicability and modifications required for groundwater monitoring.
- Inspection of weir and baffle wall support embedments.
- Taking photos to be used for construction documents.

Subtask 4.2: 60% Design Phase
The purpose of this task is to utilize the information provided by the DISTRICT and from Task 2 above to develop construction drawings and to “freeze” the design concepts. It is anticipated that since this project is a rehabilitation of existing equipment, specification will be written for a
sole source provider. It is estimated that there will be 14 sheets of drawings. Specific activities, and work products from this phase are described as follows:

- Prepare 60% Design Drawings (a list of anticipated drawings is presented in Attachment 2)
- Provide internal QA/QC review of drawings
- Submit copy of drawings to DISTRICT for Review
- Conduct 60% design review meeting with DISTRICT's engineering, operations, and construction management personnel.
- Meet with DISTRICT's Construction Manager to discuss DISTRICT's standard specifications (Divisions 0 and 1).
- Receive comments from DISTRICT
- Prepare meeting minutes summarizing review comments.

Subtask 4.3: 90% Design Phase
The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. Specific activities performed by the CONSULTANT during this phase will include the following:

- Incorporate responses to comments on the 60% Design Document into the 90% Design Documents.
- Obtain latest version of DISTRICT's Division 0 and 1 front-end documents and input from the DISTRICT needed to finalize front-end documents.
- Prepare final construction drawings.
- Prepare final technical specifications.
- Coordinate with the DISTRICT on advertising and bidding process.
- Complete final checking and coordination review by design leads.
- Provide independent review by the CONSULTANT quality control review team.
- Prepare 90% cost estimate
- Submit copies of drawing and specifications to DISTRICT for Review
- Submit copy of stamped drawings to NDEP for approval of construction

Subtask 4.4 100% Design Phase
The purpose of this task is to prepare bid ready contract documents. The CONSULTANT will perform the following as part of this Task.

- Incorporate responses to comments on the 90% Design Document into the 100% Design Documents.
- Provide back-check set to DISTRICT for final approval prior to printing for DISTRICT to verify that 90% responses to comments have been adequately incorporated.
• Upon approval of 100% Contract Document by the **DISTRICT**, appropriate **DISTRICT** signatures will be obtained, documents stamped and one set of reproducible Final Contract Documents submitted to the **DISTRICT**.

• Prepare 100% design cost estimate.

**Task 4 Deliverables**
The following deliverables will be submitted in the format indicated below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
<th>Quantity</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Field Inspection Reports, including photos.</td>
<td>1</td>
<td>Hard copy and one pdf electronic copy</td>
</tr>
<tr>
<td>4.2</td>
<td>60% Design Document</td>
<td>20</td>
<td>Hard copies and one pdf electronic copy</td>
</tr>
<tr>
<td>4.2</td>
<td>60% Design Review Meeting Minutes</td>
<td>1</td>
<td>Hard copy and one pdf electronic copy</td>
</tr>
<tr>
<td>4.2</td>
<td>Standard Specification Review Meeting Minutes</td>
<td>1</td>
<td>Hard copy and one pdf electronic copy</td>
</tr>
<tr>
<td>4.3</td>
<td>90% Design Documents</td>
<td>20</td>
<td>Hard copies and one pdf electronic copy</td>
</tr>
<tr>
<td>4.3</td>
<td>90% Construction Cost Estimate</td>
<td>1</td>
<td>Hard copy and one pdf electronic copy</td>
</tr>
<tr>
<td>4.3</td>
<td>90% Design Review Meeting Minutes</td>
<td>1</td>
<td>Hard copy and one pdf electronic copy</td>
</tr>
<tr>
<td>4.3</td>
<td>90% Design Responses to <strong>DISTRICT</strong>'s Comments</td>
<td>1</td>
<td>Hard copy and one pdf electronic copy</td>
</tr>
<tr>
<td>4.4</td>
<td>100% Contract Documents for back checking</td>
<td>20</td>
<td>Hard copy and one pdf electronic copy</td>
</tr>
<tr>
<td>4.4</td>
<td>Final Contract Documents - Original signature bid ready documents, with 11&quot;x 17&quot; drawings, for printing</td>
<td>1</td>
<td>Hard copy and one pdf electronic copy</td>
</tr>
<tr>
<td>4.4</td>
<td>Final Contract Documents - Bid ready full size drawing (24&quot; x 36&quot; bond paper) for printing</td>
<td>1</td>
<td>Hard copy</td>
</tr>
<tr>
<td>4.4</td>
<td>100% Design Cost Estimate</td>
<td>1</td>
<td>Hard copy and one pdf electronic copy</td>
</tr>
</tbody>
</table>

**TASK 5 - BIDDING PERIOD SERVICES**
The intent of the Bid Period Services phase of this project is to provide engineering services to the **DISTRICT** to advertise, obtain bids, and award a contract to a construction Contractor. **CONSULTANT** will assist the **DISTRICT**'s technical aspects of bidding and award. Specific services to be provided are as follows:
Subtask 5.1: Distribution of Contract Documents

DISTRICT will place a Notice Inviting Bids in local newspapers. CONSULTANT will make plans and specifications available to prospective bidders and will act as administrator in mailing Contract Documents to prospective bidders. Complete sets of Contract Documents will be made available for Industry plan rooms. Contract Documents will be provided to prospective bidders and plan room on CD in pdf format.

Subtask 5.2: Response to Bid Period Questions

CONSULTANT will answer questions and provide overall support to the DISTRICT during the bidding period. All questions will be documented and answered in writing on a standard Project information Request Form. These forms will be forwarded to the DISTRICT for review, and will be forwarded to all parties on the Plan Holders List.

Subtask 5.3: Pre-Bid Conference

CONSULTANT will attend a pre-bid conference. The notice for the pre-bid conference will be included in the Contract Documents. Following the conference, CONSULTANT will prepare minutes of the meeting. The meeting minutes will be forwarded to the DISTRICT for review prior to distribution and will be forwarded to all parties on the Plan Holders List.

Subtask 5.4: Addenda

CONSULTANT will prepare addenda to the Contract Documents for issue during bidding period. Addenda must be reviewed and approved by DISTRICT prior to issue. CONSULTANT will forward addenda to all parties on the Plan Holders List. Addenda shall be sent to Plan Holders by CONSULTANT by certified mail or overnight delivery service and thereafter have receipt verified by CONSULTANT and cross checked by DISTRICT.

Subtask 5.5: Bid Opening and Review

CONSULTANT shall not attend the bid opening conducted by the DISTRICT on project time. CONSULTANT may attend but shall not be billable to the project.

CONSULTANT will assist in the review of the Bids. CONSULTANT will review bidders' responsiveness and provide recommendations based upon technical compliance with bid requirements.

CONSULTANT will attend the pre-construction award meeting if held.

If requested, CONSULTANT will attend any DISTRICT meeting when award or rejection of Bids/Construction Contract is considered. Services associated with responding to any bid protest are not covered by this Scope of Work but may be added by amendment.

Subtask 5.6 Conformed Documents

CONSULTANT will prepare Conformed Plans and Specifications.

Conformed Documents will incorporate all addendums issued during the bid process, and to incorporate supplemental information provided by the successful Contractor after the bids were opened. Within one week of construction contract award, CONSULTANT shall provide an updated Volume 1 for review by DISTRICT Purchasing & Contracts. Conformed Documents shall not be printed until contracts are signed by the successful Contractor.
The following documents shall be included in the conformed documents:

- All Addendums
- Completed Bid form
- Completed Bid schedule
- Completed Bid Bond
- Completed 5% Subcontractor listing
- Completed 1% Subcontractor listing
- Completed CIPP Qualification form (if required)
- Completed CIPP Superintendent form (if required)
- Completed CIPM Rehab installer form (if required)
- Completed CIPM Rehab Supt. Form (if required)
- Completed Bypass Pumping Form (if required)
- Completed Electrical Supt. Form (if required)
- Completed Electrical Subcontractor form (if required)
- Completed Electrical Medium Voltage Form (if required)
- Completed Inst. Supplier Form (if required)
- Completed Non-Collusion Affidavit
- Completed Ownership/Principals
- Completed Bid preference
- Completed Agreement
- Completed Bond forms
- Completed Performance Bond
- Completed Labor & Material Bond
- Completed Guaranty Bond
- Completed General Liability endorsement
- Completed Certificate of Insurance
- All other insurance documents from Contractor
- Completed Certificate of Insurance
- Completed General Liability endorsement
- Other Supplemental Information from successful bidder
- Geotechnical Reports, and other project reports

**CONSULTANT** shall deliver the following copies of Conformed Documents to the DISTRICT Document Control Center for DISTRICT Construction Management:

- 2 full size sets of drawings (24" X 36")
- 10 half size sets of drawings (11" X 17")
- 10 sets of Specifications
- Electronic files: (1 - .pdf set) and (1 - .dwg or 1 - .dgn set)

**Document Binding & Presentation**

- All Conformed documents shall be bound in 3-Ring D-ring locking binders with exterior clear plastic sleeves (Except full size drawings)
- Binders shall not exceed a 3" capacity
- Do not use comb or spiral bindings
- Include tabs for all specification divisions
- Include tabs for all drawing disciplines/sections
- General Conditions - 00 72 00 shall be the color blue
- Bid Schedule - 00 41 05 shall be the color pink

Electronic File Presentation
- All .pdf files shall be smaller than 1—megabytes
- The .pdf files shall be separated to match the bound volumes
- Each .pdf file shall contain bookmarks
  - The specification shall have a bookmark for each section and organized into divisions
  - The drawings shall have a bookmark for each discipline/section
- The .dwg or .dgn files shall be placed into a separate folder on a CD

CONSULTANT shall deliver the following copies of Conformed Documents to the DISTRICT Document Control Center for distribution to the Contractor:

- 5 full size sets of drawings (24" X 36")
- 5 half size sets of drawings (11" X 17")
- 10 sets of Specifications
- Electronic files: (1 - .pdf set) and (1 - .dwg or 1 - .dgn set)

CONSULTANT will adhere to established DISTRICT procedure for Conformed Documents.

Task 5 Deliverables
The following deliverables will be submitted in the format indicated below.

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
<th>Quantity</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Contract Documents for DISTRICT's use during bidding</td>
<td>10</td>
<td>Hard copy</td>
</tr>
<tr>
<td>5.1</td>
<td>Hard copy full size drawings for DISTRICT's use during bidding</td>
<td>5</td>
<td>Hard copy</td>
</tr>
<tr>
<td>5.1</td>
<td>Electronic files of Contract Documents for bidding</td>
<td>~50</td>
<td>pdf electronic copy</td>
</tr>
<tr>
<td>5.1</td>
<td>Weekly updates of plan holders list</td>
<td>As Req.</td>
<td>pdf electronic copy</td>
</tr>
<tr>
<td>5.1</td>
<td>Pre-Bid Meeting Minutes</td>
<td>As Req.</td>
<td>pdf electronic copy</td>
</tr>
<tr>
<td>5.1</td>
<td>Addenda</td>
<td>As Req.</td>
<td>Hard copy mailed overnight delivery</td>
</tr>
<tr>
<td>5.1</td>
<td>Letter of Recommendation</td>
<td>1</td>
<td>Hard copy and electronic pdf copy</td>
</tr>
<tr>
<td>5.6</td>
<td>Conformed Full Size Drawings to CM and Contractor (24&quot; x 36&quot;)</td>
<td>7</td>
<td>Hard copies</td>
</tr>
<tr>
<td>5.6</td>
<td>Conformed Half Size Drawings to CM and Contractor (11&quot; x 17&quot;)</td>
<td>15</td>
<td>Hard copies</td>
</tr>
</tbody>
</table>
5.6 Conformed Specifications to CM and Contractor 20 Hard copies
5.6 Conformed Electronic Files of Contract Documents to CM and Contractor 2 Electronic copies (each set to include pdf set and .dgn set)

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION

Subtask 6.1: Coordination

Manage and coordinate Design Team to provide engineering support during construction. Coordinate, prepare for and attend 1 preconstruction and 12 monthly progress meetings

Subtask 6.2: Submittal Review

- **Document Tracking.** The CONSULTANT will receive, log, distribute, track and return shop drawings, other submittals and documents from the DISTRICT.

- **Shop Drawing Review.** The CONSULTANT will review the Contractor’s shop drawings, samples, and other submittals for general conformance with the design concept and the requirements of the Contract Documents. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions. The CONSULTANT’s submittal review will include a maximum of two submissions by the Contractor for each shop drawing, sample or submission. For purposes of estimating labor effort, 600 hours have been budgeted for submittal review. Should there be additional reviews required; the CONSULTANT shall track these costs in order to be entitled to additional compensation consistent with the provisions of the Contract Documents. The CONSULTANT will utilize the full version of Adobe Acrobat, Version 7.0, and electronic signatures for processing Web based submittals.

- **Certifications, O&M Manuals, and Record Documents.** The CONSULTANT will review for compliance with the Contract Documents, track, and monitor these documents. These documents will be assembled, and submitted to the DISTRICT’s Construction Manager prior to Final Completion of the work.

- **Schedules and Other Administrative Submittals.** The DISTRICT will receive and track the submission of schedules and other administrative submittals. The DISTRICT’s Construction Manager will be responsible for monitoring progress schedules and comparing them with the schedule of submittal submissions and schedule of values to verify conformance with the requirements of the Contract Documents. However, as directed by the DISTRICT, detailed schedule analysis may be performed by the CONSULTANT and recommendations for Contractor action will be made to the DISTRICT accordingly. Communication of required actions to the Contractor shall be performed by the DISTRICT.

Subtask 6.3: RFI’s

- The CONSULTANT will review the Contractor’s requests for information (RFI’s) forwarded to the CONSULTANT by the DISTRICT’s Construction Manager. The CONSULTANT will coordinate such review with the design team and with the DISTRICT as appropriate. The CONSULTANT will coordinate and issue responses to the requests and will log and track the Contractor’s requests. For purposes of estimating labor effort, 400 hours have been budgeted for RFIs.
Subtask 6.4: Clarifications and DISTRICT Requested Assistance

- The CONSULTANT will review the Contractor's requests for clarification of the Contract for Construction forwarded to the CONSULTANT by the DISTRICT's Construction Manager. The CONSULTANT will coordinate such review with the design team and with the DISTRICT as appropriate. The CONSULTANT will also provide assistance as requested by the DISTRICT in answering questions, evaluating alternatives, resolving various construction issues and providing general assistance typical of that required during construction.

Subtask 6.5: Modifications (Change Orders)

- Substitution of Materials and Equipment. The CONSULTANT will assist the DISTRICT in reviewing and responding to the Contractor's requests for substitution of materials and equipment. CONSULTANT will review such requests and will advise the DISTRICT as to the acceptability of such substitutions.

- DISTRICT Initiated Changes. The CONSULTANT will assist the DISTRICT in reviewing and issuance of DISTRICT initiated changes. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as a Additional Service, and shall entitle the CONSULTANT to additional compensation for the design services of changes.

- Contractor Initiated Changes. The CONSULTANT will assist the DISTRICT in reviewing Contractor initiated changes to the Construction Contract. The CONSULTANT will make recommendations to the DISTRICT regarding the acceptability of the Contractor's request and assist the DISTRICT, if requested, in negotiating the requested change. Upon agreement and approval, if requested, the CONSULTANT will assist the DISTRICT in preparing documentation for the change order. For purposes of estimating labor effort, it is assumed that there will be no more than 6 change orders of 25 hours each (150 hours total). The preparation of drawings and specifications beyond this allowance shall be considered an Additional Service, entitling the CONSULTANT to additional compensation. The DISTRICT will prepare the actual change order to the Construction Contract.

Subtask 6.6: Site Inspections

- Technical Inspections. The CONSULTANT will provide on-site inspections as requested by the DISTRICT of up to 100 hours. Based on these inspection visits, a monthly report will be issued to the DISTRICT summarizing field observations and any design related issues. Additional on-site inspection services, as requested by the DISTRICT, will be performed as Additional Services, entitling the CONSULTANT to additional compensation.

Subtask 6.7: Construction Meetings

- The CONSULTANT will attend routine construction progress meetings with the DISTRICT and the Contractor. The CONSULTANT will also attend other meetings as may be required to review particular issues. For purposes of estimating labor effort, it is assumed that there will be 52 meetings of 2 hours duration each with 2 people attending each meeting (208 hours).

Subtask 6.8: Claims and Disputes

- Assistance in Reviewing Claims and Disputes. The DISTRICT will receive and log all letters and notices from the Contractor concerning claims or disputes pertaining to the acceptability of the Work or the interpretation of the requirements of the Contract for
Construction. The **CONSULTANT** will assist the **DISTRICT**, if requested, with reviewing the claims or disputes with respect to compliance with the contract requirements and participating in discussions with the Contractor and **DISTRICT** to resolve claims and disputes. The **CONSULTANT** will not issue decisions on Contractor claims or disputes.

- **Investigations or Analysis of Contractors Claims and Disputes.** The **CONSULTANT** will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

**Subtask 6.9: Health and Safety**

**CONSULTANT** will manage the health, safety and environmental activities of its staff to achieve compliance with applicable health and safety laws and regulations.

**CONSULTANT** will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the Contract for Construction. **CONSULTANT** will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose **CONSULTANT** staff, or staff of **CONSULTANT** subconsultants to unsafe conditions.

**CONSULTANT** will notify affected personnel of any site conditions posing an imminent danger to them which **CONSULTANT** observes.

**Subtask 6.10– Substantial and Final Completion**

**CONSULTANT** Project Manager, Lead Design Engineer and the **DISTRICT** Project Manager and **DISTRICT** Construction Manager (DCM) shall attend a substantial completion walk through inspection. **CONSULTANT** will also assist the **DISTRICT** in:

1. Confirming Contractor’s claim of substantial or final completion has been met
2. Development of a punch list of items necessary to complete the project

**CONSULTANT** Project Manager, Lead Design Engineer and the **DISTRICT** Project Manager and DCM shall attend a final completion walk through inspection. **CONSULTANT** shall assist the **DISTRICT** in verification of completion of the punch list items.

**Subtask 6.11 - Final Job Walk Audit**

Following verification of the Contractor's Final Completion, the **CONSULTANT** Project Manager, Lead Design Engineer and Operations Specialist shall schedule and facilitate a final job walk audit with the **DISTRICT** Project Manager, **DISTRICT** Construction Manager and **DISTRICT** Operations and Maintenance staff to audit how well the design intent and construction implementation are synchronized. Following the final job walk audit, **CONSULTANT** shall prepare a Draft and Final Job Walk Audit Memorandum that documents the level of synchronization and includes the chronologic history of the Issues-Decisions Log and Change Management Log, and all resolutions associated with both logs. **CONSULTANT** will facilitate a Draft Job Walk Audit Memorandum review meeting. Draft and Final Job Walk Audit Memorandum shall also include **DISTRICT** initiated work change directives. **CONSULTANT** shall document lessons learned in Draft and Final Job Walk Audit Memorandum.
Subtask 6.12 - Final Record Drawings
Record Drawings will be updated monthly based on red-line markups provided by the DISTRICT. Upon final completion, the CONSULTANT will prepare final record drawings that incorporate the following:

- Addenda
- Contract Clarifications
- Field Changes
- Change Orders

Submit final record drawings and final project specifications. The submittal shall include one set of composite 22" x 34" mylars suitable for making blueprints, one compact disc or DVD that includes the electronic files for the plans in Microstation and the specifications in Microsoft Word, and one half-size set of plans.

TASK 8: COMMISSIONING SERVICES
This project consists of replacing existing equipment with in-kind equipment in existing clarifiers. No new controls or functional modifications are anticipated. Therefore, a scope of work for Commissioning Services has not been provided. If requested by the DISTRICT, it will be provided as Additional Services.

TASK 9 – CONTINGENCY (NOT USED)

TASK 10 - ADDITIONAL SERVICES
When requested by the DISTRICT, CONSULTANT shall provide additional services. CONSULTANT will perform additional services only as authorized in writing by the DISTRICT. Upon new activity identification, CONSULTANT will provide a written scope of work, cost estimate and proposed schedule for DISTRICT approval. CONSULTANT will start the activity only upon receipt of written approval from DISTRICT.

Services may include but are not limited to:

- Additional design tasks beyond the scope of work
- Field and laboratory investigations beyond the scope of work
- Submittal reviews in excess of 600 hours as defined in Task 6.2
- RFLs in excess of 400 hours as defined in Task 6.3
- Preparation of change order documentation in excess of 150 hours as defined in Task 6.5
- Site Inspections in excess of 100 hours as defined in Task 6.6
- Construction meetings in excess of 208 hours as defined in Task 6.7
- Commissioning services
RESPONSIBILITIES OF THE DISTRICT

In order that the work contained in this Scope of Service may be completed in an efficient and expeditious manner, the DISTRICT will provide the following items or services to the CONSULTANT in accordance with the design schedule at no cost for use in performance of this design contract.

1. Provide a Project Manager to coordinate DISTRICT support and all engineering activities.

2. Maintain contact through the CONSULTANT’s Project Manager with the CONSULTANT team.

3. Provide the CONSULTANT with the DISTRICT’s standard specifications for Divisions 0 and 1.

4. Provide review comments on deliverables that require DISTRICT input including reports, pre-design/basis of design report and on the 60% (if required) 90% and 100% progress plan and specifications.

5. Provide comments from review agencies on construction drawings and specifications.

6. Attend joint meetings with the DISTRICT, regulatory agencies, municipalities, impacted property DISTRICTs, utility companies, and other affected parties.

7. Provide access to DISTRICT readily available records as needed

SCHEDULE

The preliminary schedule is as follows:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Completion (Days after NTP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Development (60%) Submitted</td>
<td>60</td>
</tr>
<tr>
<td>Contract Document (90%) Submitted</td>
<td>120</td>
</tr>
<tr>
<td>Bid Ready Contract Documents (100%) Submitted</td>
<td>150</td>
</tr>
<tr>
<td>Final Documents Printed/Advertise for Bids</td>
<td>180</td>
</tr>
<tr>
<td>Open Bids</td>
<td>225</td>
</tr>
<tr>
<td>Estimated Duration of Construction</td>
<td>12 months</td>
</tr>
</tbody>
</table>
PAYMENT

The total compensation to be paid the CONSULTANT for performance of the work described in this Agreement, including Design Phase Services, Construction Phase Services and Additional Services, shall not exceed $518,285. Increases to total compensation may only be authorized by written amendment to this Agreement. Use of Additional Services may only be used upon written authorization from the DISTRICT. The total compensation amount is comprised of the following:

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Phase</td>
<td>$163,450</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>$254,835</td>
</tr>
<tr>
<td>Additional Services</td>
<td>$100,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$518,285</td>
</tr>
</tbody>
</table>

The DISTRICT agrees to pay the CONSULTANT on a lump sum basis for each task and subtask, as set forth in this Exhibit A “Scope of Work”, which is completed by the CONSULTANT. Payment shall be made on a monthly basis for work actually completed by the CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by the CONSULTANT, which will accompany each invoice submitted by the CONSULTANT in accordance with the Agreement. Amount billed each month will be based on estimate of percentage of completion multiplied by the lump sum amount listed in Exhibit B.
## EXHIBIT B
### MILESTONES
#### PROJECT NO. 694 - Secondary Clarifiers 1-8 Rehabilitation

<table>
<thead>
<tr>
<th>PLANNING MILESTONES</th>
<th>PERCENTAGE OF WORK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of the Final Planning Study Report</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESIGN MILESTONES</th>
<th>PERCENTAGE OF WORK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of Program and Schematic Design Phase</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Completion of Design Development Phase, including Utilitylocation &amp; Right of Way</td>
<td>5%</td>
<td>$20,720.00</td>
</tr>
<tr>
<td>Completion of 60% Construction Documents</td>
<td>7%</td>
<td>$28,420.00</td>
</tr>
<tr>
<td>Completion of 90% Construction Documents</td>
<td>10%</td>
<td>$43,340.00</td>
</tr>
<tr>
<td>Completion of 100% Construction Documents</td>
<td>5%</td>
<td>$22,740.00</td>
</tr>
<tr>
<td>Completion of Bidding Assistance</td>
<td>3%</td>
<td>$13,590.00</td>
</tr>
<tr>
<td>Completion of Basic Services of Contract Administration (billed monthly through course of the design and construction period)</td>
<td>8%</td>
<td>$34,640.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ENGINEERING SERVICES DURING CONSTRUCTION MILESTONES</th>
<th>PERCENTAGE OF WORK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Services during Construction (to be paid in equal monthly payments upon the issuance of Administrative Notice to Proceed)</td>
<td>61%</td>
<td>$254,835.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL** 100% $418,285.00

<table>
<thead>
<tr>
<th>CONTINGENCY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency; prior District written authorization required</td>
<td></td>
</tr>
</tbody>
</table>

### DELIVERABLES / REPORT / STUDY / SERVICE

<table>
<thead>
<tr>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boundary Survey / Map / Legal Description / Hard Copy / Electronic Files</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>Architectural Topographic Survey / Map / Hard Copy / Electronic Files</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>Traffic Study / Hard Copy / Electronic Files</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>Drainage Study / Hard Copy / Electronic Files</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>Geotechnical Report (___) Borings / Hard Copy / Electronic Files</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>Conformed Documents: Individually sets of drawings per engineering agreement (originals shall be stamped and corrected by CONSULTANT and re-plan checked as necessary to reflect revised bid addenda and clarifications, if necessary) / Electronic Files</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>Three (3) 24&quot; x 36&quot; colored, framed renderings of building floor plan and/or elevations</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>Reimbursement of CONSULTANT-paid OWNER expenses</td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

**SUBTOTAL** $1 -

| GRAND TOTAL | $418,285.00 |
EXHIBIT C
HOURLY RATE SCHEDULE
(For Additional Services and Additional Reimbursable Expenses)
PROJECT 694 - CENTRAL PLANT: SECONDARY CLARIFIERS 1-8 REHABILITATION

CONSULTANT'S HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of additional services if required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Consultant</td>
<td>$260</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$230</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$180</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$125</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$120</td>
</tr>
<tr>
<td>Junior Technician</td>
<td>$80</td>
</tr>
<tr>
<td>Office/Clerical/Accounting</td>
<td>$30</td>
</tr>
</tbody>
</table>

SUBCONSULTANT'S HOURLY RATES

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subconsultant: Carollo Engineers</td>
<td></td>
</tr>
<tr>
<td>Senior Professional</td>
<td>$246</td>
</tr>
<tr>
<td>Lead Project Professional</td>
<td>$226</td>
</tr>
<tr>
<td>Project Professional</td>
<td>$208</td>
</tr>
<tr>
<td>Professional</td>
<td>$174</td>
</tr>
<tr>
<td>Assistant Professional</td>
<td>$138</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$151</td>
</tr>
<tr>
<td>Technician</td>
<td>$105</td>
</tr>
<tr>
<td>Clerical</td>
<td>$91</td>
</tr>
</tbody>
</table>

ADDITIONAL SERVICES

None authorized or anticipated as of the commencement date of this AGREEMENT. Any additional service would be required to be authorized in writing in the form of an additional document provided by the OWNER. For additional services of subconsultant(s), the OWNER shall compensate the CONSULTANT a multiple of one point zero five (1.05) times the amounts billed to the CONSULTANT for such services. Future written additional services authorizations may be issued by the OWNER in compliance with the above Hourly Rate Schedules.

REIMBURSABLE EXPENSES

None authorized or anticipated as of the commencement date of this AGREEMENT. Any additional reimbursable expense would be required to be added to the AGREEMENT in writing in the form of an additional document provided by the OWNER. For reimbursable expenses of the CONSULTANT, the OWNER shall compensate the CONSULTANT a multiple of one and one tenth (1.10) times the actual direct costs (costs directly related to the performance of services under this AGREEMENT) incurred by the CONSULTANT. This multiple includes all compensation for overhead and profit related to the reimbursable expenses.
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. If not applicable, write in N/A.

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

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

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.

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.

Corporate/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 operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – 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 or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)
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 2 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. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

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.

D-1
EXHIBIT D- DISCLOSURE OF OWNERSHIP/PRINCIPALS

<table>
<thead>
<tr>
<th>Business Entity Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Sole Proprietorship</td>
</tr>
<tr>
<td>☐ Partnership</td>
</tr>
<tr>
<td>☐ Limited Liability</td>
</tr>
<tr>
<td>☒ Corporation</td>
</tr>
<tr>
<td>☐ Trust</td>
</tr>
<tr>
<td>☐ Non-Profit Organization</td>
</tr>
<tr>
<td>☐ Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Designation Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ MBE</td>
</tr>
<tr>
<td>☐ WBE</td>
</tr>
<tr>
<td>☐ SBE</td>
</tr>
<tr>
<td>☐ PBE</td>
</tr>
<tr>
<td>☐ Minority Business Enterprise</td>
</tr>
<tr>
<td>☐ Women-Owned Business Enterprise</td>
</tr>
<tr>
<td>☐ Small Business Enterprise</td>
</tr>
<tr>
<td>☐ Physically Challenged Business Enterprise</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporate/Business Entity Name:</th>
<th>CH2M HILL Engineers, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Include d.b.a., if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>9127 Jamaica</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State and Zip Code:</td>
<td>Englewood, CO 80112</td>
</tr>
<tr>
<td>Telephone No:</td>
<td>303-771-0900</td>
</tr>
<tr>
<td>Fax No:</td>
<td></td>
</tr>
<tr>
<td>Local Street Address:</td>
<td>2485 Village View Drive, Suite 350</td>
</tr>
<tr>
<td>City, State and Zip Code:</td>
<td>Henderson, NV 89074</td>
</tr>
<tr>
<td>Local Telephone No:</td>
<td>702-369-6175</td>
</tr>
<tr>
<td>Website:</td>
<td></td>
</tr>
<tr>
<td>Local Fax No:</td>
<td>702-369-1104</td>
</tr>
<tr>
<td>Local POC Name Email:</td>
<td>Bruce Johnson <a href="mailto:bruce.johnson1@ch2m.com">bruce.johnson1@ch2m.com</a></td>
</tr>
</tbody>
</table>

| Number of Clark County Nevada Residents Employed: | 61 |

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

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

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.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

See Attached List (None over 1%)

This section is not required for publicly-traded corporations.

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, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, 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 complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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: Julian Hoyle
Vice President

Print Name: Julian Hoyle
Date: August 20, 2012
<table>
<thead>
<tr>
<th>Name</th>
<th>QuickRef</th>
<th>Position</th>
<th>Appointed</th>
</tr>
</thead>
<tbody>
<tr>
<td>McLean, Margaret B.</td>
<td>MCLEAN-MB</td>
<td>BOARD OF DIRECTORS</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Smith, Randall L.</td>
<td>SMITH-RL</td>
<td>BOARD OF DIRECTORS</td>
<td>05/15/2012</td>
</tr>
</tbody>
</table>

**Officers**

<table>
<thead>
<tr>
<th>Name</th>
<th>QuickRef</th>
<th>Position</th>
<th>Appointed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arnold, Julie T.</td>
<td>ARNOLD-JT</td>
<td>Assistant Secretary</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Bailey, Robert W.</td>
<td>BAILEY-RW</td>
<td>Senior Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Baublis, Dan</td>
<td>BAUBLIS-D</td>
<td>Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Bauer-Martinez, John A.</td>
<td>BAUERMA-JA</td>
<td>Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Bellfi, Brian</td>
<td>BELLFI-B</td>
<td>Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Dudasch, John</td>
<td>DUDASCH-J</td>
<td>Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Funk, Charles R. Jr., William J. Whalen</td>
<td>FUNK-CR</td>
<td>Assistant Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Lemmon, George N.</td>
<td>LEMMON-GN</td>
<td>Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Mathews, Steven</td>
<td>MATHEWS-S</td>
<td>Treasurer</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>McLean, Margaret B.</td>
<td>MCLEAN-MB</td>
<td>Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Myers, Cathy</td>
<td>MYERS-C</td>
<td>Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Reynolds, Daniel P.</td>
<td>REYNOLD-DP</td>
<td>Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Rimas, Cheryl Jett</td>
<td>RIMAS-CJ</td>
<td>Assistant Secretary</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Shea, Chris</td>
<td>SHEA-C</td>
<td>Vice President</td>
<td>05/15/2012</td>
</tr>
<tr>
<td>Smith, Randall L.</td>
<td>SMITH-RL</td>
<td>Senior Vice President</td>
<td>05/15/2012</td>
</tr>
</tbody>
</table>
List any disclosures below:
(Mark N/A, if not applicable.)

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL</th>
<th>COUNTY* EMPLOYEE/OFFICIAL'S DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes  ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes  ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

__________________________
Signature

__________________________
Print Name
Authorized Department Representative

D-3
EXHIBIT D- DISCLOSURE OF RELATIONSHIP

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No  Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No  Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_________________________
Signature

_________________________
Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No  Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No  Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_________________________
Signature

_________________________
Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No  Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No  Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_________________________
Signature

_________________________
Print Name
Authorized Department Representative
EXHIBIT E - INSURANCE REQUIREMENTS

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

1. **Format/Time:** The ENGINEER shall provide Owner with Certificates of Insurance, per the sample format (page E-3), for coverage 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 ENGINEER's insurance shall be primary as respects the Owner, its officers and employees.

4. **Endorsement/Cancellation:** The ENGINEER’s general liability insurance policy shall be endorsed to recognize specifically the ENGINEER’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 and ten (10) calendar days notice of cancellation for non-payment of premium.

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 ENGINEER 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 ENGINEER 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 ENGINEER and any auto used for the performance of services under this Contract.

8. **Professional Liability:** The ENGINEER shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.

9. **Workers' Compensation:** The ENGINEER 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, an ENGINEER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the ENGINEER 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.

10. **Failure To Maintain Coverage:** If the ENGINEER fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the ENGINEER to stop the work, declare the ENGINEER 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 ENGINEER or deduct the amount paid from any sums due the ENGINEER under this Contract.
EXHIBIT E - INSURANCE REQUIREMENTS

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

12. **Damages:** The ENGINEER 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 ENGINEER, their subcontractors or anyone employed, directed or supervised by ENGINEER.

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

14. **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.

15. **Insurance Form Instructions:** The following information must be filled in by the ENGINEER’s Insurance Company representative:
   1) Insurance Broker’s name, complete address, phone and fax numbers.
   2) ENGINEER’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) Professional Liability
   8) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
   9) Certificate Holder:

      Clark County Water Reclamation District
      c/o Purchasing and Contracts
      5857 East Flamingo Road
      Las Vegas, Nevada 89122

      THE CERTIFICATE HOLDER, CLARK COUNTY WATER RECLAMATION DISTRICT, MUST BE NAMED AS AN ADDITIONAL INSURED,
EXHIBIT F - DISTRICT CONTRACTOR/CONSULTANT TRAVEL POLICY

PURPOSE:

This document provides detailed rules and establishes procedures for all 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.

MILEAGE

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
EXHIBIT F - DISTRICT CONTRACTOR/CONSULTANT TRAVEL POLICY

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.
EXHIBIT G - SPECIAL CONDITIONS

Safety Requirements

The ENGINEER and their sub-consultants or sub-contractors are responsible for the safety and required training of their employees, and shall comply at minimum with the requirements of OSHA 1910, General Industry Standards, and when applicable OSHA 1926, Construction Industry Standards.

The ENGINEER and their sub-consultants shall provide their own safety equipment, and shall be responsible for providing staff that is trained in the relevant safety procedures. The Clark County Water Reclamation District (CCWRD) may provide an inspector on site; however, the CCWRD shall not be expected to perform safety inspections or training during the development of the project. The ENGINEER shall be required to provide a qualified safety representative. Any and all hazardous type materials brought on CCWRD property will require pre-approval by the CCWRD Project Manager.

In accordance with 29 CFR 1910.146 Confined Spaces, CCWRD requires all contractors or ENGINEERS that will enter any district-owned facility (e.g. lift station, manhole, and basin) be properly trained and follow the mandates outlined in the aforementioned OSHA standard in regards to non-permitted and permit-required confined spaces. It will be the responsibility of said contractor or ENGINEER to provide training and all required equipment (non-stationary) for their employees as required by this standard.

It is the requirement by CCWRD that all contractors or ENGINEERS follow all procedures in accordance with 29 CFR 1910.147. The Control of Hazardous Energy (Lockout Tag-Out) shall be implemented when a procedure contained in said standard requires such control. The Lockout Tag-Out system shall be implemented for any equipment being addressed by the contractor or ENGINEER that is powered or energized by any means and/or that could start automatically. All relevant field staff to include CCWRD, ENGINEER and sub-consultant staff participating in the project shall be instructed on the OSHA standards for Lockout Tag-Out procedures/protocol.

Where applicable, you must adhere to the following programs/notification processes for “Call Before You Dig”/USA North 1-800-227-2600, Clark County Traffic Operations 702-455-7511 and Las Vegas Computerized Traffic Systems 702-229-6611.

It is the requirement of CCWRD that the contractor or ENGINEER utilize trained and qualified employees to perform the jobs/tasks as outlined by the stated OSHA standards specified above, as well as any other safety standards mandated by statute. Furthermore, the contractor or ENGINEER shall be solely responsible for ensuring compliance with this requirement.

ENGINEER'S initials: ____________________________

Any safety questions shall be made to:
CCWRD Safety Officer
702-668-8000
Security Requirements

The Clark County Water Reclamation District (CCWRD) facilities are secure sites. The ENGINEER shall not allow any unauthorized personnel into the CCWRD facilities while performing the work.

The ENGINEER and corresponding sub-consultants are responsible for maintaining security in each District facility while performing the field condition assessment. Any damage to the facility or to the equipment due to negligence of the ENGINEER or sub-consultant during the condition assessment shall be charged to the ENGINEER.

No District facility shall be left open and/or unattended. Each District facility shall remain locked at all times unless the ENGINEER’S (or sub-consultant) personnel are located inside the facility.

The ENGINEER shall follow a strict communication protocol for ingress and egress of each District facility. Each day, for each District facility and for each time the District facility is accessed, includes returning from lunch, prior to unlocking and entering a District facility, the ENGINEER shall inform the designated CCWRD staff member that ENGINEER and/or sub-consultant(s) or sub-contractor(s) is/are entering the facility to commence work. Prior to leaving the site, includes leaving for lunches, the ENGINEER shall again inform the designated CCWRD staff member that the facility has been secured (locked) and is being vacated.

The ENGINEER shall inform the CCWRD that they will start work prior to unlocking and entering each District facility and at conclusion of the work they shall inform the CCWRD that they have secured (locked) the facility prior to leaving the site.

Unless otherwise approved by the CCWRD, the ENGINEER or sub-consultant shall leave each facility in the same working condition as it was found prior to performing the condition assessment. The ENGINEER or sub-consultant is not permitted to alter or affect the operation or functionality of the District facility during the course of work performed during the assessment, due to public health and safety concerns.

General Security Procedures:
- Security authorization for facility access is required.
- Adhere to traffic, speed limit, and parking requirements.
- The District does not allow weapons to be brought on property, including concealed weapons in parked cars.
- Acts or threats of violence are not tolerated by contractors, ENGINEERS, vendors, visitors or District personnel.

Any security questions shall be made to:
CCWRD Safety/Security Administrator
702- 668-8000

ENGINEER'S initials: [Signature]
EXHIBIT H - SUBCONTRACTOR INFORMATION

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada 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 Nevada 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 Nevada 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 Nevada 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 Nevada business which has the resources necessary to sufficiently perform identified OWNER projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this AGREEMENT:

1. Subcontractor Name: N/A
   Contact Person: __________________________________ Telephone Number: __________________________
   Description of Work: ____________________________________________________________
   Estimated Percentage of Total Dollars: ____________________________________________
   Business Type: □ MBE □ WBE □ PBE □ SBE □ NBE

2. Subcontractor Name: __________________________________
   Contact Person: ______________________________ Telephone Number: __________________________
   Description of Work: ____________________________________________________________
   Estimated Percentage of Total Dollars: ____________________________________________
   Business Type: □ MBE □ WBE □ PBE □ SBE □ NBE

3. Subcontractor Name: __________________________________
   Contact Person: ______________________________ Telephone Number: __________________________
   Description of Work: ____________________________________________________________
   Estimated Percentage of Total Dollars: ____________________________________________
   Business Type: □ MBE □ WBE □ PBE □ SBE □ NBE

4. Subcontractor Name: __________________________________
   Contact Person: ______________________________ Telephone Number: __________________________
   Description of Work: ____________________________________________________________
   Estimated Percentage of Total Dollars: ____________________________________________
   Business Type: □ MBE □ WBE □ PBE □ SBE □ NBE

☐ No MBE, WBE, PBE, SBE, or NBE subcontractors will