AGREEMENT FOR ENGINEERING SERVICES

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

CAROLLO ENGINEERS, INC.

THIS AGREEMENT is made and entered into this _____ day of May, 2011, by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and CAROLLO ENGINEERS, INC., a Delaware Corporation, hereinafter referred to as "ENGINEER"), for the DESIGN, BID AND SERVICES DURING CONSTRUCTION FOR LAUGHLIN LIFT STATION NO. 2 FORCE MAIN REHABILITATION, CCWRD PROJECT NO. 655 (RFP NO. 861-10), (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 Mr. Michael Fleury, Project Manager to manage the DESIGN, BID AND SERVICES DURING CONSTRUCTION FOR LAUGHLIN LIFT STATION NO. 2 FORCE MAIN REHABILITATION, CCWRD PROJECT NO. 655. 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 I shall not, however, relieve ENGINEER from complying with professional standards in fulfilling the terms of the AGREEMENT, including opinions of cost, financial analyses, economic feasibility projects, schedules for potential projects, and data and information obtained from other sources.

K. ENGINEER shall comply with the OWNER'S Safety and Security Requirements provided herein as EXHIBIT F. 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:

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

B. Compensation and Method of Payment for Engineering Services:

1. The OWNER shall pay the ENGINEER for services in Section III, Scope of Services, Exhibit A, Parts 1 through 6 a cost not to exceed $2,531,875.

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

3. The OWNER agrees to pay ENGINEER for any services described in Section V: A, Additional Services of Engineer, only if the services are requested in writing by the OWNER’S representative. Payment will be in accordance with Paragraphs 1 and 2 of this section for additional services rendered in connection with the additional document provided by the District. Additional services to be requested are identified as Part 7 under Scope of Services, Exhibit A. An amount up to, but not exceeding
$429,278 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
$2,961,153.

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 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 company letterhead. Billings
   shall be submitted during the last week of each month 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.

8. Travel costs are not eligible for reimbursement by the OWNER and must
   not be included in the Agreement. 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 E). OWNER reserves the right to
   reject any and all expenses it considers not directly related to the work
required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

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 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 (1057) calendar days from the Notice to Proceed for Parts 1 through 6, including any additional services authorized by the District under Part 7, as a period of time which may reasonably be required to complete the services identified in Exhibit A and shall terminate on April 1, 2014. 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 either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given:
   a. not less than ten days, written notice of intent to terminate; and
   b. an opportunity for consultation with the terminating party prior to termination.

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

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 C. 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

As provided in NRS 338.125, it is unlawful for any contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, sex, sexual orientation or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation or age.
In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

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 December 23, 2010

C. *Exhibit B: Fee Schedule dated December 23, 2010
   Exhibit B-1: Labor Hour Breakdown & Fee Estimate dated December 28, 2010
D. Exhibit C: Insurance Requirements
E. Exhibit D: Disclosure of Ownership
F. Exhibit E: District Travel Policy for Contractors/Consultants
G. Exhibit F: Special Conditions - Safety and Security Requirements

*ENGINEER'S Fee Schedule is attached hereto as part of the AGREEMENT and will remain in effect at the rates specified therein throughout the term of the Agreement, unless a price adjustment is approved by the OWNER, which may be subject to Board approval.

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 Bidder recommended for award of a contract by the Board of Trustees is required to provide the information on the attached "Disclosure of Ownership/Principals" form, EXHIBIT D. Failure to fill out the subject form by the Bidder may be cause for rejection of 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
BRYAN OSBORNE, PROJECT ENGINEER
JEAN HUTTON, PURCHASING ANALYST I
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122
(702) 668-8149; (702) 668-8097
FAX (702) 668-9140; (702) 668-9090

TO ENGINEER: CAROLLO ENGINEERS, INC.
GREG GOULD, PROJECT MANAGER
376 E. WARM SPRINGS, SUITE 250
LAS VEGAS, NV 89119
PHONE (702) 792-3711
FAX (702) 792-4533
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By: RICHARD MENDES
   General Manager

By: BRIDGETTE McINALLY
   Financial Services Manager

CAROLLO ENGINEERS, INC.

By: ERIC G. LEVEQUE, P.E.
   Principal

By: RUSSELL A. WACHTER
   Principal

APPROVED AS TO LEGALITY ONLY:
DAVID ROGER, DISTRICT ATTORNEY

By: CAROLYN CAMPBELL
   Deputy District Attorney
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PROJECT COMMISSIONING, AND SUPPLEMENTAL SERVICES
CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 655

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CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 655

PURPOSE OF EXHIBIT

The purpose of this Exhibit A is to establish the Scope of Services, Time of Performance, Budget Estimate, and Payment Provisions to be provided by Carollo Engineers (Consultant) to the Clark County Water Reclamation District (District) in connection with Laughlin Lift Station No. 2 Force Main Rehabilitation. 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/HISTORY

In August 2005, Consultant completed the Laughlin Lift Station Rehabilitation Study (Study) for the District. That study identified alternatives and recommendations for rehabilitating the three sewer lift stations that the District owns and operates in Laughlin, Nevada, due to operations and maintenance concerns. The Study also evaluated and recommended facilities to meet potential growth during the next twenty years. Implementation of Laughlin Lift Station Rehabilitation project was initially based on a series of tasks to complete the following phases of the project.

- Phase 1 - Lift Station No.3 Rehabilitation
- Phase 2 - Wastewater Collection System Hydraulic Modeling
- Phase 3 - Lift Station No.2 Rehabilitation
- Phase 4 - Lift Station No.1 Rehabilitation

In 2006, Consultant began design of the Phase 1 project that included project elements to upgrade Lift Station No.3. Project elements included de-commissioning Lift Station No.1, replacing the existing force main with two new larger redundant force mains (each sized to carry the peak flow capacity) from Lift Station No.3 and convey the flow to the Laughlin Water Reclamation Facility, and rehabilitating Lift Station No.3, including replacement of the existing pumping units.

NEED FOR PROJECT

Currently no redundancy exists for the 16-inch force main. The proposed force main will allow for complete redundancy and a reduction in hydraulic losses in the system, providing the following improvements to the existing pumping station and force main system.

- Reduce operations and maintenance costs
- Increase lift station operational efficiency
- Optimize lift station pumping capacity

December 23, 2010
PROJECT DESCRIPTION

This project will install a proposed second parallel force main and also rehabilitate the existing 16-inch force main from Lift Station No.2. The District has determined that a proposed force main is required to provide added capacity during peak flow events as well as provide redundancy to the system. The District has also determined that a closed circuit television (CCTV) internal inspection and possible rehabilitation is required for this station’s existing force main and gravity sewer in order for it to continue operating efficiently. The force main is suspected of fouling due to local losses in the system, deposition of solids in low flow velocity conditions, and biofilm and grease build-up in the force main. The force main has not been cleaned since it was initially placed in service due to the fact that it has no installed access ports. Additionally, some signs of deterioration are present on the exposed sections of the line and require attention. The overall scope encompasses, but is not limited to the following: hydraulic analysis to match the pump station, surge analysis, rehabilitation of existing manholes (gravity sewer), new impellers, replacement pumps, motors, valves (suction and discharge), infrastructure installation and replacement (e.g. vaults, pipelines, cleanouts, manholes), mechanical equipment, discharge piping (force mains), and valves through the existing metering facilities, electrical and instrumentation, odor control, gas monitoring, and compliance with current codes and regulations. The rehabilitation of the existing force main will include the installation of access points, cleanouts, and lining and/or replacement.

A hydraulic analysis of the system (lift station, force main, gravity system, and appurtenances) will be performed to focus on opportunities to increase and improve the hydraulic flow capacity in the system. Additionally, the system analysis will identify the required design elements to meet the District’s conveyance goals with this project.

In order to reduce the need for temporary bypass pumping, the proposed force main will be installed first, to accommodate bypassing during the rehabilitation of the existing force main. With the bypass in place, a condition assessment inspection of the existing force main and rehabilitation of the existing pumps in the lift station will be performed. Intermediate access points will be constructed along the existing force main for the condition assessment and rehabilitation services. A new transition structure will be installed to maintain the gravity pipe service during construction, avoiding temporary bypass pumping, and accommodate both the existing and proposed force main in a single structure.

To take advantage of the bid climate, a second parallel force main will be designed as a “Bid Alternate” to rehabilitation of the existing force main.

SCOPE OF WORK

The Scope of Work is divided into 7 parts as listed below. The different parts parallel the stages associated with project implementation. Each consists of a series of separate task efforts.

- Part 1 – Project Management
- Part 2 – Basis of Design Memorandum
- Part 3 – Detailed Design
- Part 4 – Bid Period Assistance
- Part 5 – Engineering Services During Construction
- Part 6 – Project Commissioning
- Part 7 – Supplemental Services
PART 1 – PROJECT MANAGEMENT

The Consultant is responsible for the management of all services provided by Consultant to District. This management extends across all phases and parts of the project as defined herein. The Consultant Project Manager will monitor, report and coordinate efforts with the District’s Project Engineer. Tasks include:

Task 1.1 – Communications and Correspondence

The District Project Engineer, during preliminary design, design, and bid period phases, and the District Construction Manager, during construction and project commissioning phases, 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 include the Project Name and Project Number within the subject line.

Task 1.2 – Project Administration and Meetings

The Consultant will establish internal Project controls to monitor status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed by the Consultant weekly. This task also consists of execution and administration of subconsultants.

Task 1.3 – Meetings and Workshops

The District Project Engineer 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. The Consultant will prepare summary notes with assigned action items for distribution. The following meetings and workshops are planned for the project.

A. Kick-off Meeting. Within 1 week of the issuance of the Notice-to-Proceed, conduct an initial Kick-off Meeting with District staff. Agenda will include as a minimum:

- Introduction of project team
- Primary lines of communications including distribution of project team directory
- Review of project background, goals and objectives
- Review of project scope
- Presentation of project schedule and milestones, and providing of Project Baseline Schedule
- Identification of critical issues and success factors related to project

B. Technical Workshops. Conduct one (1) technical workshop to discuss the topic as specified below.

- Basis of Design Memorandum Workshop: discuss results and recommendations of system modeling, proposed force main improvements, gravity pipeline condition assessment, force main and gravity line rehabilitation methods, and force main alternatives (material, access, safety, etc.)
C. Progress/Status Meetings. The Consultant will meet monthly with the District staff to discuss project progress/status, schedule, budget, potential issues, and upcoming activities for the next month. A written summary of project status will be presented. For budget purposes, the Consultant will attend sixteen (16) monthly progress meetings.

D. Deliverable Review Meetings. The Consultant will schedule and conduct review meetings related to deliverables provided including:

- Intermediate Design Submittal (~90 percent)
- Final Design Submittal (~100 percent)
- Draft Front End Documents Meeting(s) (~90 and Final Submittal)

All review documents (reports, plans, etc.) with markups provided by the District to Consultant will be returned to the District prior to receipt of the revised submission incorporating the District’s input.

E. External Coordination Meetings. The Consultant will conduct ten (10) coordination meetings with various permitting agencies. Meetings are anticipated with Clark County Public Works, Clark County Building Department, Clark County Development Services, Clark County Fire Department, Salt River Project, Southern California Edison, Los Angeles Department of Water and Power, Nevada Energy, and the Nevada Division of Environmental Protection. The meetings are anticipated to take up to two (2) hours in duration. The purpose of these meetings will be to familiarize the agencies with the project intent to determine what permits or temporary construction easements may be required. The District Project Engineer or designee will be invited to attend any meetings with other public entities. Meetings will not commence until the District Project Engineer or an approved District representative is present.

Task 1.4 – Reviews, Approvals, and Permits

At the start of the project, the Consultant will determine the required reviews, approvals and permits, including easements and rights-of-way, associated with project implementation. A plan for procurement of necessary reviews, approvals and permits will be submitted to the District. The Consultant will assist the District with procurement of these reviews, approvals and permits.

The Consultant will provide in the specifications a list of permits that must be obtained by the construction Contractor. Assistance to the District will apply only to the areas impacted by the Project and will include preparation of applications, exhibits, drawings and specifications as necessary for District’s execution and submittal; and furnishing additional information about the Project design required for permit approvals. The Consultant will begin the permitting process with the affected agencies no later than the end of the Preliminary Design Phase of the project.

Task 1.5 – Schedule and Progress Reporting

The Consultant will develop the schedule and progress reporting requirements as described in the following:

A. General Requirements - Scheduling

1. The Consultant will start scheduling for the project at Notice of Award.
2. Within 15 days of NTP, Consultant will submit a detailed, baseline schedule for all activities listed in the Contract Document Exhibit A.

3. Once the first detailed schedule is accepted by the District, this schedule will become the baseline schedule, or "record schedule" or "legal schedule". A record copy will be kept on file throughout the duration of the project. This schedule will be used by the District and Consultant to compare progress on a monthly basis.

4. Receipt and acceptance of a monthly updated schedule is condition precedent to District recommending monthly progress payments to the Consultant. Consultant will submit monthly schedule (electronic and hard copies) by the 1st Friday after Consultant’s accounting month end.

5. 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.

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

7. Along with four (4) original legible color coded copies of each schedule submission, the Consultant will also submit one (1) electronic file in Microsoft Project format.

8. If Consultant’s schedule fails to identify contractually required sequences, restraints, and milestones, acceptance by District will not imply waiver or waive contract requirements.

B. Schedule Format
1. Consultant will use the latest version of MS Project.

2. Consultant will base schedule on a five-day work week including Consultant’s recognized holidays. For activities which are the sole responsibility of the District, the Consultant will include the District ‘s holidays in the schedule.

3. Provide activity duration for District reviews of not less than 30 days. The project schedule will be updated to current review meeting dates during the project.

4. Include no activity duration greater than 6 months unless previously agreed upon by District.

5. The project schedule will be updated monthly and issued to the District with the monthly invoice and progress report.

C. Monthly Progress Updates
1. Meetings. The Consultant will 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. The 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.

2. Capital Program Management System. During the Basis of Design Memorandum and Detailed Design phases, the Consultant will be provided with a username and password to access the District’s Capital Program Management System (CPMS) website. Once every month, within 20 calendar days from the beginning of the month, the Consultant will enter status in the following sections of the Project/Narratives tabs of the CPMS system:

   a. Key Accomplishments
   b. Key Issues
   c. Required Actions
   d. Upcoming Work and Challenges
   e. Key Milestone Schedule Updates
   f. Scheduled Progress versus Actual Progress versus Accrued to date at both task and total contract levels
   g. Cost summary
   h. Cost (Budget, Accrued, Projection, Variance)

All the above information will be provided in the District standard templates. The District will provide the Consultant with training on using CPMS. District to loan the Consultant myPrimavera® license for their use during their project duration.

3. Issues – Decision Log. The Consultant will create and maintain an Issues – Decision log in accordance with guidelines provided by the District. The Decision Log will be attached to the Monthly Progress Report. The Decision Log will be reviewed at the beginning of each design review meeting.

3. Change Management. All requests for changes will be documented in writing to the District Project Engineer within 30 days of the change being needed. The Consultant will create and maintain a Change log in accordance with guidelines provided by the District. The Change Log will be attached to the Monthly Progress Report and will reflect the change, the entity and individual responsible for the change request, and the potential impact on the budget and schedule.
D. Proposed Schedule. For planning purposes, the following is the proposed preliminary schedule for the major activities:

- Preliminary Design: 4 months
- Detailed Design: 4 months
- Permitting Services: 2 months
- Bid Period Services: 3 months
- Services During Construction: 16 months
- Project Commissioning: 3 months

Total Estimated Contract Time: 32 months

Task 1.7 – Construction Cost Estimates

The Consultant will prepare cost estimates and 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 construction set of construction documents identified below and submitted with the design submittals.

- Intermediate Design (approximate 90 percent level of design completion)
- Final Design Submittal (100 percent level of design completion)

Task 1.8 – Project Coordination

The Consultant will be responsible for all internal coordination activities among the Consultant design team, including subconsultants. The Consultant will provide for and coordinate the activities of the following subconsultants:

A. Ninyo & Moore will perform a geotechnical investigation, perform a dewatering analysis, and prepare a Geotechnical Report for the new force main alignment. Ninyo & Moore will also review the final Contract Documents for conformance with the Geotechnical Report.

B. Kenney Aerial will perform aerial photogrammetry as well as digitized and topographic mapping.

C. Horizon Surveys will provide topographic and field surveys for horizontal and vertical control of the project site.

D. TBE Group will provide services to excavate, expose, and locate (vertically and horizontally) existing underground utilities in the vicinity of the force main alignment and possible supports, obtain accurate field measurements of their locations, and restore the sites to their original condition.

E. Pro Pipe will provide CCTV services.
F. V&A Engineering will provide condition assessment, corrosion control, odor control, and flow monitoring (if needed) services.

G. Flow Science will provide surge analysis services.

H. LDO will provide document reproduction services.

Task 1.9 – Invoicing

All invoices will be prepared and submitted in accordance with requirements outlined within this Agreement. The Consultant will establish and maintain a project accounting system to organize and track its project costs. All invoices will be submitted with backup information justifying all expenditures by major tasks. For budgeting purposes, it is anticipated that detailed reporting will require 12 hours per invoice in order to collect, review, summarize, and report the required information.

PART 2 – BASIS OF DESIGN MEMORANDUM

The Consultant will prepare a Basis of Design Memorandum to document technical and engineering decisions, which will then used as the basis for development of detailed design documents. Copies of pertinent meeting minutes will be included in an appendix of the Memorandum. One (1) bound copy and one (1) electronic copy of the DRAFT report will be provided to the District for review. One (1) bound copy and one (1) electronic copy of the FINAL report will be provided to the District after incorporation of comments received regarding the DRAFT report.

Task 2.1 – Background Information and Data Collection

The Consultant will research and review existing information for Lift Station No. 2 and the existing 16-inch force main and 21-inch gravity sewer, including record (as-built) drawings, maintenance records, repair/rehabilitation history, corrosion reports, flow information, reference documents and data/records, as provided by the District. In addition, the Consultant will conduct two (2) site visits with operations staff to better understand the project issues and gather information. If necessary, the Consultant will provide the services of a sub consultant to conduct flow monitoring to determine/confirm current flows.

Task 2.2 – Systems Evaluations and Recommended Improvements

The Consultant will prepare a hydraulic analysis, technical calculations and conceptual layouts for the proposed force main, condition assessment of the existing force main and gravity sewer, rehabilitation of the existing force main and gravity sewer, and recommended modifications to the lift station mechanical equipment. In addition, a bid alternate for rehabilitation versus a dual force main alternative will be considered. The evaluation of lift station mechanical equipment will include the evaluation of new impellers, replacement pumps, motors, and valves (excluding the dry well), and possibly new discharge piping from the lift station through the existing valve vault. The advantages and disadvantages of each option will be discussed as well as a comparison of the costs.

Task 2.3 – Basis of Design Memorandum

The Consultant will document the decisions and recommendations in Task 2 into a Basis of Design Memorandum. The memorandum will serve as a record of the decisions made during the preliminary design and provide the basis for detailed design. It is anticipated that the December 23, 2010
memorandum will contain the following items: proposed force main alternatives and cost impacts, general condition assessment of the existing force main, gravity sewer and transition structure, method for rehabilitating the existing force main and gravity sewer, lift station improvements, and preliminary plan and profile drawings.

PART 3 – DETAILED DESIGN

The intent of Detailed Design is to prepare a biddable set of plans, technical specifications, and Contract Documents based on the design concepts and criteria developed in Part 2. The deliverables associated with this work will be final contract documents, suitable for obtaining bids from qualified Construction Contractors. For budget purposes, it is assumed that the Detailed Design Phase will only include design of new, dual force mains. If the bid alternative of rehabilitating the existing force main is selected at the end of the Preliminary Design Phase, budget included in the Supplemental Services will be authorized by the District to complete those design elements.

Task 3.1 – Utility Location and Rights-of-Way

The Consultant will research the location of above and below ground utilities within the affected areas of the project. Buried utility maps will be collected from the affected agencies. This information will be incorporated into the contract documents. Consultant will determine all potential impacts from rights-of-way, easements and property information as required. The determination of easements, rights-of-way, and property information is critical to the project schedule. As such, the Consultant will include an early milestone task to address these issues.

Task 3.2 – Field Investigations

3.2.1. Surveying. The Consultant will provide the necessary field design surveys for the preparation of construction drawings and specifications. Surveys will determine site topography, contours, and insofar as possible, utility locations.

The Consultant will provide the services of a land surveyor to set horizontal and vertical controls and establish the existing ground contours along the route of the pipelines so that accurate ground profiles can be prepared. The land surveyor will also provide location of existing utilities through the use of utility maps and utility location services and will tie the existing 16-inch force main in with the existing permanent easement and provide permanent markers every 500 feet and at changes in direction. Existing pipe invert elevations and alignment will be determined for use in the hydraulic analysis.

The Consultant will identify locations where utility potholing will be required and provide, through a subcontract, the physical location of existing utilities by potholing from the surface (locations to be proposed by Consultant, approved by the District).

3.2.2. Geotechnical. The Consultant will provide services of a geotechnical engineering firm including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. The services will include:

- Initial geotechnical exploratory work, such as soil borings (every 2,000 feet), penetration tests, subsurface explorations, laboratory tests of soils, rock formations, ground water including water quality tests, and other geophysical phenomena which are required to provide information for design, and other field
and laboratory tests and analyses which are required to provide design information.

- An initial geotechnical report will be prepared by a qualified geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions that can be anticipated from this initial exploratory work.
- Water quality and soil analysis testing will be conducted to determine the potential need for hazardous waste disposal and to develop information for potential NDEP NPDES construction dewatering permit.

After final design has proceeded to the point where it can be accomplished, a final geotechnical report will be prepared evaluating the initial geotechnical investigation, field and laboratory test results, and the initial geotechnical report. The final evaluation will be based on the actual design, including sizes, locations, and loading of structures; types, extent, and procedures of excavations; and will consider both design parameters and constructability. If, in the opinion of the review professional or Consultant, additional geotechnical data is required for the preparation of the final report, the additional data will be provided under an amendment to the subcontract. The final report will indicate the anticipated performance of the subsurface material to be encountered on the project under the loading conditions, use, and types of excavation anticipated. One (1) hard copy and one (1) electronic copy of the FINAL geotechnical report will be forwarded to the District.

3.2.3. Subsurface Utility Engineering (SUE). A Subsurface Utility Engineering (SUE) investigation will be performed along the existing 16-inch force main to determine the centerline location, depth of cover, and elevation of the existing pipeline. The SUE will also be performed on any other utilities that are identified along the existing 16-inch force main easement.

3.2.4 Surge Analysis and Mitigation. The Consultant will provide a subconsultant to perform the surge analysis services during design. The surge analysis will be based upon modifications to the existing pumping facilities in Lift Station No. 2 and addition of the parallel force main (or mains). The findings of the surge analysis will be used to size a surge mitigation system for this project, if required. A final report will be prepared to provide surge analysis results, and if necessary, recommendations for a surge mitigation system. One (1) hard copy and one (1) electronic copy will be forwarded to the District.

3.2.5 Condition Assessment, Corrosion Assessment, Cathodic Protection, and Odor Control Strategy. The Consultant will provide a subconsultant to perform a condition assessment (of the pipeline in accordance with NASSCO PACP and manholes in accordance with NASSCO MACP), corrosion assessment, cathodic protection, and odor control services during design. The subconsultant will provide condition assessment services and identify test pit locations, develop bypass pumping odor control strategies, and perform corrosion and continuity/close internal survey analyses. Based on the CCTV investigation of the existing 21-inch VCP gravity sewer, the design will include manhole and structural rehabilitation along the gravity sewer. The design will account for the assessment of corrosion potential in the existing and proposed force mains and provide a means for mitigation. Cathodic protection will be considered for the corrosion mitigation of metallic force mains and appurtenances. A final report will be prepared to summarize the condition assessment activities and to provide recommended measures to control corrosion, odors, and cathodic protection for the Project, which will be incorporated into the final design documents. One (1) hard copy and one (1) electronic copy of the FINAL report will be forwarded to the District.
Task 3.3 – Prepare Plans and Specifications

A. Project Elements. The design of the project generally includes the following elements:

1. Demolition and Abandonment. The facility design will encompass the identification of elements to be demolished or abandoned and the inclusion of these elements in detail in the design documents. Removal and disposal of discarded material will also be addressed in the design process.

2. Hydraulic Design. The design of the proposed force main (or mains) will be based on the minimum, average, and peak flow capacity of the existing lift station. Based on the results of the Basis of Design Memorandum, the proposed force main (or mains) will be designed to reach the peak flow capacity and improvements to the existing force main will be designed to achieve the average lift station design capacity. The design of the proposed force main (or mains) will include similar considerations as that of the rehabilitated force main and abide by current applicable codes and industry standards. The design will include bid alternates of DIP and FRP for force main pipe material. Additionally, Consultant will consider Fusible PVC as an alternate for the low pressure area where ACP is currently located.

3. Mechanical Design. The design will include the evaluation and selection of appropriate materials for the pipe systems including valves, and other appurtenances. Lift station mechanical equipment to include valves (excluding the dry well), and new discharge piping from the lift station through the existing metering vault. Corrosive environments (i.e. wastewater and soils) will be considered in the selection of materials and equipment used for the systems. Dual air release valves will be provided in buried vaults along the alignment.

4. Structural Design. The design of the improvements will include equipment supports and anchoring, pipe connections and bracing, pipe supports and anchoring, foundations, and other existing or proposed elements, including the pipe itself, that may receive internal or external loading. A structural evaluation of the existing facilities will include infrastructures that may be potentially affected by the rehabilitation: dry-well penetrations, pipe supports, ladders, guard-railing, catwalks and platforms, and other structural elements. Vehicle loading will be included in the design based on the most stringent of a) current applicable engineering codes and standards or b) the loading of vehicles currently used by the District in the facility. The structural design element will include a seismic analysis on elements or structures where required by local structural codes. Seismic detailing for structures and proposed seismic retrofitting of existing project related elements or structures that do not comply with current engineering standards will be evaluated. The design and condition assessment will consider durability and rate of deterioration of the materials proposed and currently used in the facilities and will recommend removal or replacement of non-code compliant elements.

5. Safety and Security Evaluation. The design will address operation and maintenance safety and security requirements, incorporating easy and safe access for District staff and vehicles, as well as restricting access to non-authorized personnel.

B. Contract Documents. The Consultant will prepare plans and specifications to bid and construct facilities as recommended in the Basis of Design Memorandum, and as
directed by the District. The design will be submitted progressively to the District comprising of a submittal at the intermediate review submittal level (~90 percent) and 100 percent design document level. Each document will be submitted to the District complete with engineering recommendations. The 100 percent level design document will be a complete design document ready for construction.

C. Codes and Standards. Plans and specifications will be prepared in accordance with the standard of care for public works construction. The facilities will be designed in accordance with the latest editions of the pertinent codes and regulations, as adopted by the District, or as agreed to by the District and Consultant at the beginning of the Detailed Design effort. Changes in codes and regulations which occur after the design is approximately 50 percent complete may be considered a change in scope.

D. Format. Plans will be prepared on 22 inch by 34 inch format, using electronic CAD software. Electronic files of the plan sheets will be provided to the District on completion of design in AutoCAD (.dwg) and PDF file format. The District Project # and PWP # (when provided) will be placed under the project name in all title sheets pertaining to the project. All document pages, including specifications and drawings will show the District Project #. The District Project # will be located in the foot note on specifications and other written documents, and under the project name in every drawing. The specific text will read “CCWRD Project No. 655”.

E. Submittal. The Consultant will submit fifteen (15) half size sets of progress plans and technical specifications to the District for review and comment at the intermediate review submittal stage (~90 percent) and 100 percent complete stage of design. The intent of these submittals is to obtain review comments from the District’s staff. The Consultant will respond to all written comments and incorporate comments where appropriate. The 100 percent submittal will include original, sealed drawings and specifications.

F. Specifications. Specifications will be prepared in CSI Master Format 2010 (MF10) and will incorporate District’s standard specifications for Division 0 and Division 1. All specifications will be prepared using Microsoft Word and all specifications will be provided to the District in native and electronic (PDF) format on completion of the design.

PART 4 – BID PERIOD ASSISTANCE

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. The Consultant will assist the District in technical aspects of bidding and award. Specific services to be provided are as follows:

Task 4.1 – Distribution of Contract Documents

District will place a Notice Inviting Bids in local newspapers. Consultant will make plans and specifications available to prospective bidders on compact disks (CD’s) and will act as administrator in selling Contract Documents to prospective bidders. Complete sets of Contract Documents will be made available for Industry plan rooms, upon request.

Task 4.2 – 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.

**Task 4.3 – Pre-bid Conference**

The Consultant (up to three (3) team members) will attend a Prebid Conference, as conducted by the District. The notice for the pre-bid conference will be included in the Contract Documents. For budgeting purposes, a two (2) hour meeting is anticipated. Meeting agenda and minutes will be prepared by District staff.

**Task 4.4 – Addenda**

Consultant will prepare addenda to the Contract Documents for issue during bidding period. A week prior to the issue of any addenda, the Consultant will forward a copy of the addenda for the District’s review. Upon District approval, the addenda will be issued to all parties on the Plan Holders List. Addenda will be issued by fax or compact disc (CD) depending on the size of the document.

**Task 4.5 – Bid Opening and Review**

Consultant will review bidders’ responsiveness and provide recommendations based upon technical compliance with bid requirements. If requested, Consultant may attend any District meeting, upon request, 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.

**Task 4.6 – Conformed Documents**

After award of the Construction Contract, Consultant will prepare Conformed Plans and Specifications, incorporating items added or modified by addendum during the bidding period. This work will be accomplished on the electronic files. The following is a list of the Conformed Documents that will be distributed:

**District Construction Management:** Hard Copy Full Size Drawings: (1) set; Hard Copy Half-Size Drawings: (9) sets; Hard Copy Specifications: (9) sets of 3-ring binders, (1) sets of screw post; Electronic Copy: PDF and (.dwg) file format for drawings, PDF and Microsoft Word for specifications; Final Geotechnical Report: (1) hard copy and (1) electronic PDF copy

**District Engineering:** Hard Copy Half-Size Drawings: (3) sets; Hard Copy Specifications: (3) sets of screw post; Electronic Copy: PDF and (.dwg) file format for drawings, PDF and Microsoft Word for specifications; Final Geotechnical Report: (1) hard copy and (1) electronic PDF copy

**Contractor:** Hard Copy Full Size Drawings: (5) sets; Hard Copy Half-Size Drawings: (5) sets; Hard Copy Specifications: (3) sets of 3-ring binders, (7) sets of screw post; Electronic Copy: PDF and (.dwg) file format for drawings

**Consultant:** Hard Copy Full Size Drawings: (1) set; Hard Copy Half-Size Drawings: (10) sets; Hard Copy Specifications: (7) sets of screw post, (3) sets of 3-ring binders; Electronic Copy: PDF and (.dwg) file format for drawings, PDF and Microsoft Word for specifications; Final Geotechnical Report: (1) hard copy and (1) electronic PDF copy

**PART 5 – ENGINEERING SERVICES DURING CONSTRUCTION**
The intent of the Engineering Services During Construction phase of this project is to provide overview of design intent, interpretation of the plans and specifications, and support of the District’s construction management staff. This effort includes office engineering services and field support services. All services will be provided at the direction of District staff, based on available budget.

**Task 5.1 – Coordination**

The Consultant will manage and coordinate Design Team engineering support during construction. This task includes management activities and meetings, submittal of progress reports, and overall coordination and assistance. It also includes a monthly progress status report. In addition, monthly progress meetings will be held with the District, at which time a written summary of project status will be presented. The monthly project status report will indicate percentages of engineering services completed, summary of the work completed, work planned for the following month, and status of the engineering services budget. For budget purposes, the Consultant will coordinate, prepare for and attend nineteen (19) monthly progress meetings.

**Task 5.2 - Pre-construction Conference**

The Consultant will attend a Preconstruction Conference. The purpose of the conference will be to review procedures for the processing of Contractor’s Request For Information (RFIs), Change Order Requests (CORs), Change Order Proposals (COPs), overall Change Order policy, shop drawing submittals, monthly progress payments, field quality control procedures, protocol for resolution of field discrepancies, inspection reports, job site safety, and other specification requirements. The Consultant will prepare notes and distribute them to all parties attending the meeting.

**Task 5.3 – Submittal Review**

The Consultant will manage, review, approve (or reject as necessary) and document / log contractor technical submittals and/or shop drawings for compliance with the Contract Documents. All submittals will be transmitted and processed electronically using the District’s web based Project Controls system, and will be returned within fifteen (15) calendar days, unless additional time is specifically requested. Review procedures will be as specified in the Contract Documents and as directed by the District. This review does not relieve the contractor from specification requirements. Contractor is expected to provide complete submittals. The Consultant will anticipate two (2) review cycles for all submittals. The Consultant will track the budget expended for submittal review beyond two submittals for reimbursement by District and Contractor. For budget purposes, the number of submittals is assumed to be seven hundred and fifty (750) and it is assumed that on average, a submittal will require four (4) hours to review.

**Task 5.4 – Contract Document Interpretation and Clarification**

The Consultant will interpret the technical content of drawings and specifications with respect to requests for clarification and/or deviation from them. All requests for information will be transmitted and processed electronically using the District’s web based Project Controls system. An average response time of three (3) working days from receipt from District to return to District will be maintained. For budget purposes, the number of RFIs is assumed to be one hundred and fifty (150) and it is assumed that on average, an RFI will require three (3) hours to answer.
Task 5.5 – Change Order Assistance

The Consultant will prepare drawings / sketches, specification, and cost with input from the District, and will review Change Order Proposals, when requested by the District, including:

A. Evaluate impacts of Change Orders on design intent.

B. Evaluate impacts of Change Orders on schedule and budget.

C. Provide engineering services, including calculations and sketches as required to facilitate performance of recommended Change Orders.

D. Provide independent cost estimate.

E. Assist in negotiations

For budgeting purposes, one hundred and sixty hours (160) are assumed. Site visits will be necessary by process and design engineers from various design disciplines, in the performance of this task. A total of five (5) full-day visits (of up to two persons) requiring travel is assumed.

Task 5.6 – Substantial and Final Completion

The Consultant's project manager, lead design engineer, and the District's Project Engineer and District’s Construction Project Manager (CPM) will participate in the substantial completion and final completion walk through inspections, and will also assist the District in:

A. Confirming the Contractor's claim of substantial or final completion has been met.

B. Development of a punch list of items necessary to complete the project.

The Consultant's project manager, lead design engineer and the District’s Project Engineer and CPM will attend a final completion walk through inspection and assist the District in verification of completion of the punch list items.

Task 5.7 – Record Drawings

At the end of the project, Consultant will revise the original contract drawings to reflect Contractor’s documented field changes during construction, which may include addenda, contract clarifications, field changes, and change orders. The electronic files will be modified to show the final format of the work, and will not reflect the mechanism for the changes (change order numbers and other project changes). The District will provide monthly progress drawing changes and final documentation of changes from the Contractor. Contractor's marked-up drawings will be checked by District staff and ready for drafting prior to revision of record drawings. It is assumed that accurate and complete record mark-ups from the Contractor will be provided. One (1) final set of composite 22" x 34" record drawings on Mylar, one (1) final set of full size 22" x 34" bond copy record drawings, one (1) half-size set of record drawings, and one (1) CD-ROM (or DVD) that includes record drawings in both electronic version (PDF) and (.dwg) file format will be provided to the District within thirty (30) days of Final Completion of construction. For budget purposes, it is assumed that the level of effort will be approximately five (5) hours per drawing based on updates to seventy-seven (77) drawings.

Task 5.8 – Technical Meetings

The Consultant will attend technical meetings, as required, to discuss and assist in resolving issues and special technical concerns as they occur during construction. For budget purposes,
ten (10), four (4) hour meetings are assumed. Site visits will be necessary by process and design engineers from various design disciplines, in the performance of this task. A total of five (5) full-day visits (of up to two persons) requiring travel is assumed.

Task 5.9 – Monthly Progress Meetings

The Consultant will attend a monthly, on-site construction progress meeting, to discuss and assist in resolving issues as they occur during construction. On a weekly basis, the Consultant will participate in the construction progress meetings by teleconference. The progress meetings will be conducted by District staff and meeting agenda and minutes will be prepared by District staff. Based on the anticipated construction schedule, monthly meetings are assumed to occur for a period of approximately sixteen (16) months, at (4) hours per meeting.

Task 5.10 - Design Overview

Key members of the Consultant's design team will visit the job site to provide overview during construction. The design team will observe the work for compliance with Contract Documents. For budget purposes, ten (10) site visits are assumed. Site visits will be necessary by process and design engineers from various design disciplines, in the performance of this task. A total of five (5) full-day visits (of up to two persons) requiring travel is assumed.

Task 5.11 - Field and Office Engineer

The Consultant will provide field and office engineering support staff to assist during construction. The field and office engineer(s) will provide services on request, at the direction of District staff, based on available budget.

Task 5.12 – Construction Meetings/Workshops

Consultant will attend the following construction related meetings/workshops: Administrative Conference(s), Pre-Installation/Startup Meeting(s), and Project Partnering Meeting(s) (initial one-day meeting and quarterly half-day meetings).

PART 6 – PROJECT COMMISSIONING

The intent of the Project Commissioning phase of the project is to provide start-up services and provide O&M documentation. The specific tasks are as follows:
Task 6.1 – Startup and Commissioning Activities

Consultant will prepare a plan of action for start-up and training for the project. The plan will be developed, based on the Contractor's construction schedule, with input from the District and the Contractor. The plan will be developed to allow the new facilities to be placed into operation, while limiting and controlling the impact on existing operation. Specific items to be addressed will include:

1. Start-up dates for each major equipment item
2. Start-up sequence
3. Start-up responsibilities of the Contractor
4. Start-up responsibilities of the District
5. District furnished equipment and supplies needed for start-up

The plan will also include a detailed analysis of the start-up and training requirements for each process. Specific items that will be addressed include:

6. Staffing requirements for start-up
7. Training schedule, including vendor training and training provided by the Consultant
8. Who should be trained
9. When training should occur

Five (5) copies of the DRAFT Start-up Plan and ten (10) copies of the FINAL Start-up Plan will be submitted to the District.

Task 6.2 – O&M Documentation

Consultant will prepare O&M documentation that will consist of drawings, specifications, and cut sheets that were prepared during the Detailed Design phase and information gathered from the submittal process, including pertinent manufacturer's O&M manual data. This information will be provided in 3-ring binders. Four copies of the manual will be submitted to the District.

PART 7 – SUPPLEMENTAL SERVICES

Upon written approval of the District, the Consultant will provide additional services that may be required during completion of the project, but not included under the Basic Services of this Agreement, and outside the budgetary limits of this Agreement. Prior to beginning work on any supplemental services tasks, the Consultant will review the scope of work, budget estimate and time of performance for each task with the District. Upon approval of the scope and budget by the District, the District will issue a notice to proceed with work. Any references made within the Scope of Services as supplemental are considered additional services of the Consultant and to be provided and compensated as required under Section VI.B.3 of the Agreement.

Special services may include, but are not be limited to:

A. Meetings and workshops
B. Technical workshops
C. External coordination meeting
D. Reviews, approvals, and permits

December 23, 2010
Project No.055 Scope of Services - FINAL.doc
E. Invoicing

F. Systems Evaluation and Recommended Improvements

G. Basis of Design Memorandum

H. Utility Coordination and Rights-of-Way

I. Field Investigations

J. Prepare Plans and Specifications

K. Addenda

L. Conformed Documents

M. Coordination

N. Submittal Review

O. Contract Documents Interpretation and Clarification

P. Change Order Assistance

Q. Record Drawings

R. Technical Meetings

S. Weekly Progress Meetings

T. Design Overview

U. Field and Office Engineer

V. Construction Meetings/Workshops

W. Preparation of Site Drainage Study for the area affected by the project

X. CCTV Investigation. The Consultant will provide a subconsultant for CCTV services for the existing force main and prepare a memorandum summarizing the findings of the investigation. The CCTV investigation will also include the existing 21-inch VCP gravity sewer and structures. One (1) hard copy and one (1) electronic copy of the CCTV memorandum will be forwarded to the District.

Y. Flow monitoring

Z. Resolution of hazardous waste encountered in the groundwater and/or soil
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 and construction schedule at no cost for use in performance of this design contract.

1. Provide a Project Engineer to coordinate District support and all engineering activities.

2. Maintain contact through the Consultant's project manager with the design 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, within thirty (30) days of submission.

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

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

7. Provide access to DISTRICT records and web based project control system, as needed.

TIME OF PERFORMANCE

Consultant will commence work immediately following authorization to proceed. Consultant has reviewed the project with the District and agrees that the following schedule is a reasonable time frame within which to accomplish the work.

<table>
<thead>
<tr>
<th>Item</th>
<th>Approximate Dates Following Authorization to Proceed</th>
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</thead>
<tbody>
<tr>
<td>1. Notice to Proceed</td>
<td>February 2011</td>
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<tr>
<td>2. Submit DRAFT Basis of Design Memorandum</td>
<td>June 2011</td>
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<tr>
<td>3. Deliver Intermediate Design Review Submittal (~90 percent complete stage)</td>
<td>October 2011</td>
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<tr>
<td>5. Contractor Notice of Award</td>
<td>March 2012</td>
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<tr>
<td>6. Final Completion</td>
<td>August 2013</td>
</tr>
<tr>
<td>7. Contract Complete</td>
<td>December 2013</td>
</tr>
</tbody>
</table>

Consultant and District mutually agree that they will work earnestly toward meeting the above schedules. Should the Scope of Work be changed and/or should problems arise during the course of the work effort that could affect the above schedules, it is understood that both the District and Consultant will develop a revised schedule and budget limit, if required, to address scope changes, delays by the District or other problems. It is understood that the Consultant must proceed with the work during the review period in order to complete the work on schedule. Impacts from District comments which are received more than 30 days after the submittal or comments which require extensive rework may impact the schedule and budget and may be December 23, 2010
considered a change in scope. Any such change shall be made and authorized in accordance with Section IV of the Agreement. Work related tasks that will be required through Engineering Services During Construction is tied to the Contractor’s schedule and is anticipated to last approximately 480 days, which is included in the performance schedule.

BUDGET ESTIMATE

A labor hour breakdown and budget estimate has been prepared and is presented in Exhibits B & B-1. Budgets for individual tasks shown in Exhibit B-1 are for estimating purposes only and are not limiting for each task. Labor hours and costs may be re-allocated within the tasks, with District approval, in such a manner so as not to exceed the ceiling price. The budget for this Scope of Work assumes that all work will be completed by December 31, 2013. Should the project be delayed beyond this time for any reason, the Consultant reserves the right to renegotiate the agreement to cover actual cost increases.
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<th>Sheet No.</th>
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<tr>
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<td>TITLE SHEET</td>
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<td>2</td>
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<td>LOCATION, VICINITY MAPS, SHEET LIST &amp; AGENCY APPROVALS</td>
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**ATTACHMENT 2 – SUB CONSULTANT PROPOSAL**

**TO EXHIBIT A**

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**PROPOSAL**

C/O: Brian Ackerman  
Phone: (602) 861-3844  
2222 W Grant St  
Phoenix, Az 85009

**PROPOSAL SUBMITTED TO:**  
Carollo Engineering

**STREET (Business address):**  
376 E Warm Springs

**CITY, STATE AND ZIP CODE:**  
Las Vegas, Nv 89119

**DATE:**  
11/29/2010

**JOB / PROJECT NAME:**  
CCWRD Project No. 655 Laughlin LS No. 2

**JOB LOCATION:**  
Laughlin, Nv

**CONTACT NAME:**  
Greg Gould

<table>
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<tr>
<th>Items</th>
<th>Quantity</th>
<th>Unit Price LF/EA</th>
<th>Extended Amount</th>
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<tr>
<td>Gravity Sewer Inspection</td>
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<tr>
<td>CCTV 21&quot; Gravity Sewer</td>
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<td>Force Main Inspection/Cleaning</td>
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<td>$0.75</td>
<td>$8,480.00</td>
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*Video and images only no NASSCO MACP defect coding limited reporting  
** Full NASSCO MACP compliant defect coding  
*** Chain Beating done only if necessary and only to point to complete CCTV inspection. Written approval required

**Exemptions:**  
Others responsible for providing access locations along force main every 1,000 feet or at known pipe realignments  
Force main will need to be dewatered by others prior to cleaning and inspection

**Payment terms:**  
30 DAYS OF INVOICE

---

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry general liability, Workman's Compensation Fund and other necessary insurance. Maximum allowable interest charge on overdue invoices.

**ACCEPTANCE OF PROPOSAL**  
The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Requests for additional services beyond the above outlined will be submitted by written change order. Payment will be made as specified above.

Date: ___________________________  
Signature: ________________________

Print name: _______________________

Authorized Signature:

---

A2 – Page 1
AGREEMENT BETWEEN CLIENT AND SURVEYOR
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF November 16, 2010 BETWEEN

HORIZON SURVEYS THE SURVEYOR

AND

Carollo Engineers : THE CLIENT

PROJECT NAME: Laughlin Lift Station No. 2 Rehabilitation

PROPOSAL NUMBER: P-3882

APN NUMBERS: Various

HORIZON SURVEYS IS PLEASED TO SUBMIT THIS PROPOSAL FOR PROFESSIONAL LAND SURVEYING SERVICES FOR THE ABOVE REFERENCED PROJECT.

SURVEY AND OFFICE MAPPING SERVICES

Consultant Proposes to Perform The Following Scope of Services:

1. Project Research

   - Consultant shall obtain available record drawings and maps from the Clark County Recorders Office for boundary ownership information within or adjacent to the Project.

   - Consultant shall obtain a title report referencing existing easements along the alignment and around existing structures.

   - Consultant shall visit the site, arrange access to the site with the controlling entities.

2. Aerial Mapping

   - Consultant shall set vertical and horizontal control to establish new aerial photography for the entire Project area. Consultant together with Kenney Aerial Mapping shall prepare a planimetric map at a scale of 1" = 40' and having one foot contour intervals of accuracy adequate for engineering design purposes.

   - Consultant shall provide field survey checking of the aerial mapping to verify the accuracy to be within National Map Accuracy Standards.
3. **Alignment Survey**

- Consultant shall conduct an on-the-ground field survey for establishing the Project alignment and Project limits. The survey will establish the alignment of sewer based on record information and the aerial survey, recovery of monuments, mapping and calculations to resolve sewer easement alignment. Resolution of any boundary disputes is excluded from this proposal. Additional services beyond the scope listed herein shall be provided as an extra service authorization in accordance with the Standard Rate Charge Schedule and Client’s prior authorization.

- Consultant shall locate existing structures and manholes along existing gravity flow sewer line, providing an elevations at the rim, invert in and out, plus pictures of top and flowline.

4. **Field Surveys for Existing Conditions**

- Consultant shall review alignment map and the aerial survey for the Project and recover boundary monuments within the Project area. The horizontal control for the Project will be based on the existing boundary and vertical control based on an acceptable County benchmark.

- To determine Project vertical datum, the topographic mapping will be based on NAVD-88 datum and tied to local County benchmark datum.

- Consultant shall provide field staking along gravity sewer line for potholing to obtain sufficient horizontal and vertical data on existing site conditions for architectural and civil design purposes. **(Note: Fee is based on all the potholes being done at the same time, to facilitate field survey crews, having to mobilize one time for the survey of the same.)** Additional trips will charged as an extra at Horizon Surveys charge rate.

- The consultant shall locate the potholes along the old force main survey to obtain sufficient horizontal and vertical data on existing site conditions for architectural and civil design purposes. **(Note: Fee is based on all the potholes being done at the same time, to facilitate field survey crews, having to mobilize one time for the survey of the same.)** Additional trips will charged as an extra at Horizon Surveys charge rate.

- Consultant shall gather data that will include curb grades within the areas of on-site design and improvements, limits of exterior building foundation, verification of finished floor elevation(s), and critical tie-in points on existing.

5. **Horizontal Control Plan**

- Consultant shall prepare a horizontal control plan of the site based combining the field survey, aerial mapping, alignment survey and record information, which will provide coordinates for alignment, ownership, APN record, record monumentation, found monumentation, structures, curb and gutter, sidewalk, manholes, etc.
1. Project Research.......................................................... $4,000.00
2. Aerial Mapping.......................................................... $14,400.00
3. Alignment Survey....................................................... $5,900.00
4. Existing Conditions Survey............................................ $6,100.00
5. Horizontal Control Plan............................................... $7,600.00

TOTAL FEE........................................................................ $38,000.00

- THE SURVEY WILL BE DELIVERED IN 60 WORKING DAYS FROM RECEIPT OF BOTH 1) WRITTEN NOTICE TO PROCEED, AND 2) RECEIVING THE SUBJECT TITLE REPORT WITH ALL SUPPORTING DOCUMENTATION.

REIMBURSABLE ITEMS SUCH AS, BUT NOT LIMITED TO; PLAN CHECK FEES, PERMITS, TITLE COMPANY FEES, DELIVERY CHARGES, BLUEPRINTING, COMPUTER PLOTTING, MAPS, AERIAL PHOTOGRAPHS AND REPROGRAPHICS, SHALL BE BILLED TO CLIENT AT CONSULTANT'S DIRECT COST PLUS 15%.

INVOICES WILL BE PREPARED MONTHLY AND WILL BE BASED UPON PERCENT COMPLETION. CLIENT UNDERSTANDS AND AGREES THAT ANY CREDIT GRANTED SHALL BE PAID PROMPTLY IN ACCORDANCE WITH TERMS AND AGREEMENTS. HORIZON SURVEYS RESERVES THE RIGHT TO STOP WORK ON PROJECTS THAT ARE NOT PAID IN FULL WITHIN 45 DAYS.

INVOICES NOT PAID WITHIN 60 DAYS, THE CONSULTANT RESERVES THE RIGHT TO GO TO COLLECTIONS. IF FILE IS TURN OVER TO COLLECTIONS THE CLIENT WILL BE RESPONSIBLE FOR COLLECTION FEES, ATTORNEY FEES AND COURT COST.

THIS PROPOSAL IS BASED UPON OUR UNDERSTANDING OF THE PROJECT AT THIS TIME. ADDITIONAL SERVICES OF THE SURVEYOR, PRINCIPALS AND EMPLOYEES ENGAGED DIRECTLY ON THIS PROJECT SHALL BE BILLED ACCORDING TO THE CURRENT HORIZON SURVEYS RATE SHEET ON A TIME AND MATERIALS BASIS. ANY CHANGE TO THE CONTRACT RENDERS IT NULL AND VOID. PLEASE ACKNOWLEDGE ACCEPTANCE WITH YOUR SIGNATURE ON THE ATTACHED SHEET AND RETURN A COPY TO HORIZON SURVEYS.

SURVEYOR
HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NV 89144

SIGNATURE: ________________________________
PRINT: Dennis H. Jensen, P.E.
TITLE: Vice President
DATE: November 16, 2010

CLIENT
Carollo Engineers
376 East Warm Springs Road, Suite 250
Las Vegas, NV 89119
ATTN: Mr. Michael Fleury

SIGNATURE: ________________________________
PRINT: ________________________________
TITLE: ________________________________
DATE: ________________________________
RE: Laughlin, NV Pipeline Alignment: +/- 400' Wide

Dear Dennis,

This is our submittal for delivering professional photogrammetric services as outlined in your specifications. Our goal is to provide accurate, comprehensive and timely services, and thereby add value to your project. We appreciate the opportunity in working with you.

SERVICES TO BE RENDERED:

Black & white aerial photography in stereo with one set of electronically dodged contact prints.

Analytical aerotriangulation to supplement the ground control where 98% of analytic x, y (horizontal) control points will meet or exceed generally accepted standard mapping accuracies. 80% of analytic z (vertical) points are expected to be within .0001 flight height. Analytic results are based on initial field control surveys. Photogrammetric stereo compilation to develop DTMIF (Digital Terrain Model Information Files). Mass points will be digitized at high, low and intermediate positions in order to best depict the ground. Supplemental mass points will be added in order to add density to the point network.

Additionally, 3-D breaklines will be used to supplement DTM. One-foot (1') contours will be computer generated and interpolated from the DTM, then run through our contour smoothing software as a final step.

Clearly visible planimetric detail will also be digitized. Text scale will be 1' = 40". The above data will be provided in AutoCAD 2004 drawing file on CDROM.
Mr. Dennis Jensen, P.L.S.  
HORIZON SURVEYS  

November 16, 2010  

Page 2

RE: Laughlin, NV Pipeline Alignment: +/- 400’ Wide

Areas that may be obscured due to dense trees, brush or dark shadows may not be identified (i.e. dashed contours or labeled) on DTM products. These areas may contain weak x, y data and require field survey check or verifications.

DIGITAL ORTHOPHOTO:

Digital orthophoto rectified to the DTM with a 0.25’ pixel resolution. Digital files will be delivered in grayscale TIF format with TFW files on CD-ROM.

NOTES:

Magnetic media and digital map files must be reviewed within 30 days of receipt to insure that map coverage and data is complete. Please notify us immediately if there are any discrepancies. This policy enables us to better satisfy our customers and eliminates possible costs to regenerate the data.

It is our policy to map to the given control panel locations. If this does not meet your map limit requirements, please submit a drawing or diagram that shows exactly what area you want mapped. It is understood that mapping outside control boundaries may not meet standard mapping accuracies.

It is understood that you will establish the ground control necessary for us to perform our services as stated above.

PAYMENT AGREEMENT:

Fee: $ 9,830.00

As per this agreement, payment for the above services will not exceed 30 days from date of invoice. Payment may be made by cash, check or credit card (MasterCard or Visa).

Project fees may need to be adjusted if this project is not initiated within 180 calendar days. In the event our photogrammetric services are not paid within the agreed time frame as outlined in this letter, there will be a 1-1/2% per month late fee added to the unpaid balance.

JOB SCHEDULE:

We anticipate completion of this project to be 15 consecutive working days after:

A. We are in receipt of this signed contract
B. The project has been flown
C. We are in receipt of control

Your assistance in helping us serve you is appreciated. Please contact Mike Lujan should you have any questions concerning this proposal, survey control requirements or to arrange a flight schedule.
Mr. Dennis Jensen, P.L.S.  
HORIZON SURVEYS  

RE: Laughlin, NV Pipeline Alignment: +/- 400' Wide  

November 16, 2010  
Page 3

The Engineering firm or Land Surveying firm requesting this product will normally seal; however, Kenney Aerial Mapping has a Registered Land Surveyor on staff and, if requested, will seal our photogrammetric topographic map products. If you want us to certify our maps, please have your appropriate registrant sign and seal the ground control data given us.

All services and finished materials will be prepared in strict accordance with generally accepted photogrammetric standards.

INSURANCE BENEFIT:

We include Professional Liability insurance coverage on all projects. Our Errors and Omissions Insurance is unique, as it is specifically designed to cover all photogrammetric applications and procedures used by Kenney Aerial Mapping, Inc.

If this meets with your approval, please sign below, initial any appropriate options and return the enclosed copy.

We value your business!!!!!

Sincerely,

[Signature]

Michael Lujan – LV General Manager  
KENNEY AERIAL MAPPING, INC.

Accepted by,

[Signature]

Dennis Jensen, P.L.S.  
HORIZON SURVEYS
November 16, 2010
(Revised December 15, 2010)
Proposal No. S-7893

Mr. Greg Gould
Carollo Engineers
376 East Warm Springs Road, Suite 250
Las Vegas, Nevada 89119

Subject: Proposed Geotechnical Evaluation and
Prepare State Surface Water Discharge Permit Application
Laughlin Lift Station No. 2 Force Main Rehabilitation
Clark County, Nevada

Dear Mr. Gould:

In accordance with your request, Ninyo & Moore is pleased to submit our proposed scope of services and fee to provide geotechnical services for the Clark County Water Reclamation District (CCWRD) Laughlin Lift Station No. 2 Force Main (FM) Rehabilitation project in Clark County, Nevada. The purpose of our geotechnical study will be to evaluate the subsurface soil conditions along the proposed FM pipeline alignment, and to provide limited design and construction recommendations regarding the geotechnical aspects of the pipeline and associated appurtenances. Findings of our evaluation will be provided in a geotechnical data report.

If groundwater is encountered in a boring to be performed along the alignment adjacent to some existing settling ponds we have also been requested to perform the needed tasks in order to obtain a State surface water discharge permit for the subject project. The surface water discharge permit will be required for dewatering operations associated with sewer line construction. In addition, the construction dewatering permit must include estimates of the amount of water anticipated to be discharged and an analysis of the water quality. In order to estimate these parameters, we estimate that we may need to install, test, and sample at one groundwater monitoring well.

PROJECT DESCRIPTION
We understand that the subject project will include design and construction of an approximately 11,200-foot long 20-inch diameter FM pipeline, junction structure, and approximately...
5,000 linear feet of gravity flow sewer pipeline extending north of the junction structure. There are two possible FM alignments that are parallel to each other. One alignment is the FM alignment while the other is a Creative Alternative FM alignment. The FM alignment will begin on the north side of Casino Drive extending north within the existing FM easement approximately 4,000 feet. From there the FM alignment will extend approximately 5,500 feet in a northeast direction passing by the south side of three existing settling ponds and then it will extend in a northerly direction to its terminus at the new junction structure location. The gravity sewer line alignment will extend north from the new junction structure. It is our understanding that the gravity sewer pipeline will not need to be a part of the geotechnical evaluation and that the new junction structure will have an invert depth of approximately 20 feet and the FM pipeline invert depth will generally be up to approximately 13 feet. The FM pipeline will be installed utilizing cut-and-cover methods.

SCOPE OF SERVICES FOR GEOTECHNICAL EVALUATION

The scope of our proposed geotechnical services includes the following:

- Acquisition of appropriate encroachment permits from Clark County, if needed. We have assumed that traffic control plans will not be needed due to drilling in the street is not anticipated.

- Coordination and mobilization for subsurface exploration. Markout of existing utilities will be conducted through Underground Service Alert and CCWRD personnel, if needed.

- Drilling, logging, and sampling of seven exploratory borings. Six of the borings will be advanced to depths of approximately 15 feet along the FM pipeline alignment at the requested spacing of approximately 2,000 feet. The seventh boring will be advanced to a depth of approximately 25 feet at or near the proposed new junction structure location. The total footage explored will be approximately 115 linear feet. The borings will be drilled with either a hollow-stem auger drill rig or an air-rotary drill rig. The purposes of the soil borings are to evaluate the subsurface soil profile and groundwater conditions. Depths to groundwater will be measured and recorded on the boring logs and then each boring will be backfilled with drill cuttings.

- Performance of laboratory tests to evaluate physical and engineering properties of the subsoils, which may include and not be limited to in-place moisture content and dry density, gradation, Atterberg limits, and chemical considerations.

- Compilation and analysis of the accumulated data.

- Preparation of a data report providing logs of the exploratory borings, a description of field activities performed, and groundwater depth measurements. Recommendations for bearing
capacity, use of native soil as trench backfill, and modulus of soil reaction (E') will also be provided. If groundwater is sampled and tested, the results will be included in the data report as an appendix.

SCOPE OF SERVICES FOR STATE SURFACE WATER DISCHARGE PERMIT APPLICATION

If groundwater is encountered in the boring adjacent to the existing ponds the scope of our proposed State Surface Water Discharge Permit Application services includes the following:

- Perform background research to identify existing water wells within 1 mile of the subject site.

- Observe the installation of one 2-inch diameter Schedule 40 PVC monitoring well in the geotechnical boring near the ponds. The well will be constructed to Nevada Division of Environmental Protection (NDEP) specifications for monitoring wells and fitted with an air-tight cap. The well will be abandoned following completion of all needed testing and sampling. Drill cuttings and purged water will either be spread on site (where possible) or containerized and disposed at a licensed commercial operation.

- Collect a water sample from the well to measure the groundwater quality and to detect, if any, contaminants. The water sample will be submitted to a State-certified analytical laboratory in accordance with standard chain-of-custody procedures.

- Perform a falling head test on the well to estimate the respective aquifer conditions at the site. The project scientists will review the water quality data and analyze the aquifer test data to estimate the projected flow rates needed to adequately dewater the work locations. A discharge rate will be estimated and included in the permit application.

- Prepare the State Groundwater Discharge Permit Application, including applicable maps and calculations for client's submittal to the NDEP Bureau of Water Pollution Control. The permit application will include laboratory analytical and aquifer test data. The client will sign and submit the application and pay the application fees, which will be based on the amount of discharge estimated.

- Correspond, and participate in follow-up teleconferences, with client and NDEP staff, as needed, to facilitate the application review process.

TIME SCHEDULE

Fieldwork for this study will commence within about 5 business days following receipt of authorization for our services and upon receipt of the appropriate encroachment permit. The fieldwork will take approximately 1 week to perform. The geotechnical report will be submitted approximately 3 to 4 weeks after the fieldwork. Verbal findings and recommendations, if requested, will be provided during the course of our study.
FEES

The fee for the scope of services described herein will be $15,200 (Fifteen Thousand Two Hundred Dollars) for the geotechnical evaluation, which includes $1,400 (One Thousand Four Hundred Dollars) for groundwater sampling and laboratory testing. The fee for the scope of services for the monitoring well and State surface water discharge permit application will be $10,900 (Ten Thousand Nine Hundred Dollars). Our fees do not include additional fees associated with possible post-report consultations, attendance at meetings, unanticipated field conditions, in-depth design geotechnical recommendations, detailed fault or groundwater studies, NDEP permit application fees, review of plans and specifications, observation and testing services during construction, or assessment of environmental concerns. If additional geotechnical services or environmental services are needed, a proposal with a scope of services and fee will be provided upon request. If this letter is acceptable, please reference it in your agreement that will be signed by Ninyo & Moore.

Respectfully submitted,
NINYO & MOORE

Brad L. Olsen, P.E.
Principal Engineer
BLO/tk

Distribution: (1) Addresslee via e-mail
# PROJECT ESTIMATE

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<tr>
<td>Test Hole Underground (additional utilities)</td>
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<td>SUE Supervisor (program mark balls)</td>
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<td>$2,912.00</td>
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<tr>
<td>SUE Locate Technician</td>
<td>hours @ $47.24 per hour</td>
<td>$0.00</td>
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<td>CADD</td>
<td>hours @ $73.70 per hour</td>
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<td>Permits: Clark County (includes up to 5 holes)</td>
<td>1 each @ $350.00 per permit</td>
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<td>Permits: Clark County (includes up to 5 holes)</td>
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**TOTAL** $40,220.04
November 22, 2010

Mr. Greg Gould, P.E.
Carollo Engineers
376 E. Warm Springs Road, Suite 250
Las Vegas, NV 89119

SUBJECT: CCRWD Project No. 655 Laughlin LS No. 2 Force Main Rehabilitation
Proposal for Corrosion Engineering Services

Dear Mr. Gould:

Thank you for requesting this proposal for corrosion engineering support services from V&A. It is understood that this project consists of the design of a cathodic protection system for two parallel 11,260-foot, 20-inch ductile iron pipe force main lines. An alternate task may also be included which would entail the design of a cathodic protection system and bonding details of all joints on 3,300 feet of existing ductile iron pipe force main.

Per your request, the following is our proposal and detailed scope of work for the subject services:

**SCOPE OF WORK**

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task A</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td><strong>Document Review</strong> – Review site plans, geotechnical information and preliminary plans and specifications for pipeline design.</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Field Soil Resistivity Testing and Analysis</strong> – Measure soil resistivity using the Wenner Four Electrode Method along the proposed alignment. The resistivity testing will be conducted at 800 to 1,000-foot intervals to a depth of 20 feet below grade. Test 6 soil samples provided by the project geotechnical engineers for as-received and saturated resistivities. If the minimum resistivity is found to be less than 1,000 ohm-cm, the soil sample will be forwarded to a laboratory for chemical analysis of chlorides, sulfates, pH, and bicarbonates. Analyze the soil data with respect to corrosivity to buried ductile iron pipe.</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Technical Memorandum Preparation</strong> – Prepare a technical memorandum with the results of the soil resistivity testing and the laboratory chemical analysis. The degree of corrosivity of the soil</td>
</tr>
</tbody>
</table>
will be discussed. Recommendations will be made for corrosion control for each of the proposed pipe material options.

4. **Plans and Specifications** – Prepare initial (90%) corrosion protection drawings and technical Specification Section 13110 "Cathodic Protection" for the cathodic protection system and submit to Carollo for review. Review client/owner comments, make necessary document modifications and resubmit at the 100% level. Prepare a final submittal with necessary format and title block changes. No significant changes to the documents are anticipated or included at this submittal level. It is assumed that Carollo Engineers will provide background and title block files in AutoCAD format.

5. **Final System Energization** – Perform the final energization of the system after construction is complete.

6. **Technical Assistance** – Provide up to 16 hours of technical assistance as required. Time spent over 16 hours will be invoiced on a time and materials basis at the rates shown on the attached resource allocation estimate.

**Task B**

7. **Alternate Task** – Design a cathodic protection system and bonding details for the joints on 3,300 feet of existing ductile iron pipe. This will include Tasks 1, 3, 4 and 6 (as previously mentioned) exclusively for this task alone. It is expected that field work (Task 2 resistivity testing) will be conducted in conjunction with the original scope of this project. If this is not possible we will provide a written estimate for additional time and cost associated with the additional field fork required.

V&A proposes to provide these services on an actual time and expenses fee basis at a total cost not to exceed $27,906 for Task A and $15,514 for Task B for a total of $42,920. This fee is valid for 90 days from the date of this proposal.

The scope of work was developed as a result of our discussion with Carollo Engineers and V&A’s experience with similar projects. It represents what we believe to be our mutual understanding of the corrosion engineering requirements for this project. Estimated costs for the above project scope are itemized in the attached Resource Allocation Estimate. The distribution of costs per sub-task represents our best estimate of time allocation at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for a specific sub-task item may increase while others may not require the entire anticipated effort. The freedom to adjust these figures provides us with a greater degree of confidence in the overall project estimate, rather than in any given particular task.
If unforeseen circumstances should arise which indicate that more time is required, we will provide a written estimate of additional required time and cost. We will not proceed with work beyond the not-to-exceed figure without a written authorization from your office.

We are prepared to begin work on your project upon receiving written approval, a Notice to Proceed, or purchase order from your office. You can also authorize this work by returning a copy of this proposal letter signed in the space below by an officer of Carollo Engineers.

On behalf of our staff and myself I would like to thank you for the opportunity to be of service to you and Carollo Engineers. We look forward to working with you.

Sincerely,

V&A CONSULTING ENGINEERS
Civil Infrastructure Preservation

[Signature]

Ron Deal
Associate Engineer

Accepted: __________________________ Date: __________________________

Carollo Engineers
## RESOURCE ALLOCATION ESTIMATE

**PROPOSAL NO:** 10-0392  
**CLIENT:** Cerillo Engineering  
**JOB TITLE:** CCRWD Project No. 655 Laughlin LS No. 2 Force Main Rehabilitation  
**Date:** 22-Nov-16

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Principal-in-Charge</th>
<th>Associate Engineer</th>
<th>CADD Designer</th>
<th>Sr. Technician</th>
<th>Project Administrator</th>
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<tbody>
<tr>
<td>A</td>
<td>Two Paralleled 11,280-foot DIP Piping</td>
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<td>3,300-foot Existing DIP Piping</td>
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### Other Direct Costs

**TASK A**

- **Travel (Hotel/Per Diem) at Cost**
  - $150 per Day  
  - 6 Days  
  - $900

- **Truck**
  - $80 per Day  
  - 3 Days  
  - $240

- **Mileage**
  - $0.50 per Mile  
  - 1700 Miles  
  - $850

- **Soil Analysis (Billed at Cost + 10%)**
  - $200 per Sample  
  - 6 Samples  
  - $1,200

- **SUBTOTAL OTHER DIRECT COSTS**
  - $3,350

**TASK B**

- **Travel (Hotel/Per Diem) at Cost**
  - $160 per Day  
  - 2 Days  
  - $320

- **Truck**
  - $80 per Day  
  - 2 Days  
  - $160

- **Mileage**
  - $0.50 per Mile  
  - 700 Miles  
  - $350

- **Office Expenses/Printing/Reproduction**
  - $200

- **SUBTOTAL OTHER DIRECT COSTS**
  - $1,110

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**GRAND TOTAL ESTIMATED COST**

<table>
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<th>Amount</th>
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<tbody>
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<td>$42,520</td>
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**A2 – Page 17**
November 15, 2010

Carollo Engineers
376 East Warm Springs Road, Suite 350
Las Vegas, Nevada 89119

Attention: Greg Gould, P.E.

Subject: Clark County Sanitation District
Laughlin Lift Station No. 2 Force Main Rehabilitation Project
Proposal for Pressure Surge Analysis
FSI 101119

Dear Mr. Gould:

This letter responds to your request for a Scope of Work and Budget to perform a pressure surge analysis for the Clark County Sanitation District’s Laughlin Lift Station No. 2 Force Main Rehabilitation Project.

From the information provided, it is our understanding that the current system consists of the 2.4 mgd Laughlin Lift Station No. 2 (LS2) delivering the flow at a head of 275 ft through an existing 11,320 ft long, 16-inch diameter ACP/DIP force main to a gravity sewer. Plans are for LS2 to be upgraded to a capacity of 3.6 mgd at 320 ft head. There are two possible alternatives for the force main. The first is to rehabilitate the existing force main and install a new parallel 20-inch DIP force main. The second is to install two new 20-inch DIP force mains and abandon the existing one.

The presence of small quantities of air and solids can greatly reduce the waterhammer wavespeed of the fluid because air is much more compressible than liquids at normal temperatures. Research shows that as little as one percent by volume air entrainment of a fluid can reduce the acoustic wavespeed of a pressure wave by up to 75 percent of its non-air entrained value. Therefore, we will analyze both a high and low wavespeed for the force mains.

Based on the above and our previous experience with similar projects, we see the following Scope of Work as necessary to complete a pressure surge analysis of this system.

**SCOPE OF WORK**

**Task 1** - Gather necessary information to create a pressure surge model of the system between LS2 and the gravity sewer with one and two force mains in operation for both rehabilitation alternatives.

**Task 2** - Establish initial non-transient hydraulic grade line elevations for the operation of LS2 under the two force main alternatives for both high and low wavespeed conditions, and one and two force mains in operation.
Task 3 - Perform simulations for power failure and start up of LS2 under the conditions described in Task 2.

Task 4 - Review the results of the analysis and, if deemed necessary, recommend surge protection measures to eliminate possible adverse surges created by the power failure and start up of LS2. This may include, but is not limited to, pump control valve timings, pressurized surge tanks, flywheels, vacuum relief valves, and surge/pressure relief/anticipator valves.

Task 5 - Prepare a detailed report describing the results of the analysis and recommendations for the safe operation of the system under the scenarios analyzed.

We propose to complete the above Scope of Work for the Not-to-Exceed fee of $10,400, which is based on the following estimated level of effort and our experience in similar projects.

**BUDGET**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Consultant, 2 hours</td>
<td>2</td>
<td>$250</td>
<td>$500</td>
</tr>
<tr>
<td>Senior Engineer, 16 hours</td>
<td>16</td>
<td>$180</td>
<td>2,880</td>
</tr>
<tr>
<td>Project Engineer, 48 hours</td>
<td>48</td>
<td>$140</td>
<td>6,720</td>
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<tr>
<td>Secretary, 2 hours</td>
<td>2</td>
<td>$85</td>
<td>170</td>
</tr>
<tr>
<td>Report, shipping, etc.</td>
<td></td>
<td></td>
<td>130</td>
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<tr>
<td><strong>Total Not-To-Exceed fee</strong></td>
<td></td>
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<td><strong>$10,400</strong></td>
</tr>
</tbody>
</table>

We estimate that we can complete the above Scope of Work in 20 working days upon receipt of a signed contract and notice to proceed along with LS2 details (i.e., pump curves, valving, etc.), and pipeline information (pressure classes, internal diameters, etc.). Upon completion of the final design, we will review the plans and specifications as they pertain to surge protection to insure conformity to our recommendations. Two copies of the report will be provided.

If you have any questions or need more information, please do not hesitate to contact me. We look forward to working with you on this project.

Sincerely,

R. Scott Foster, P.E.
Vice President
December 7, 2010

Mr. Greg Gould, P.E.
Carollo Engineers
376 East Warm Springs Road, Suite 250
Las Vegas, NV 89119

SUBJECT: CCWRD Project No. 665 Laughlin LS No.2 Force Main Rehabilitation Flow Monitoring

Dear Greg:

In response to your request for sanitary sewer flow monitoring, the following is our letter proposal and detailed scope of work for the flow monitoring of 3 sites for 7 days. Our proposal was developed based on our conversation on Tuesday 12-7-2010.

Per your request, the following is our proposal and detailed scope of work for the subject services:

**SCOPE OF WORK**

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Document Review and Site Visit – V&amp;A will review existing sanitary sewer plans to determine the appropriate flow monitoring site. V&amp;A will visit the proposed sites in order to verify suitability of manholes and/or alternative manholes for installation of the flow meters.</td>
</tr>
<tr>
<td>2.</td>
<td>Install/Calibrate/Remove Flow Meters: A V&amp;A crew with a field truck and all necessary confined space and flow monitoring equipment will install, calibrate, and remove the flow meter. Installation and calibration will be performed over the first two days. Removal will occur after the meters have been in place for 7 days. While at the sites, V&amp;A technicians will take photographs showing flow conditions and any evidence of surcharging. V&amp;A will be responsible for installation, calibration, and removal of all equipment for this project.</td>
</tr>
<tr>
<td>3.</td>
<td>Report Preparation: At the conclusion of the 7 day monitoring period, V&amp;A technicians will download and reduce all data into EXCEL spreadsheets for data analysis and report preparation. V&amp;A engineering staff will prepare a sanitary sewer flow monitoring report that will include tabular and graphical presentation of the flow data. The report will also include a narrative about the equipment used and how it was installed, calibrated, maintained and monitored. The report will include an explanation of the data analysis procedures. Two (2) copies of the final report will be provided. The report will be delivered within four (4) weeks of concluding the flow monitoring.</td>
</tr>
</tbody>
</table>
V&A proposes to complete this work on a lump sum basis at a total cost as follows:

3 flow monitoring sites for 7 days: $16,000.

Terms are not 60 days. This fee is valid for 90 days from the date of this proposal. The scope of work was developed as a result of my discussion with Greg Gould and represents our mutual understanding.

If unforeseen circumstances should arise which indicate that more time is required, V&A will provide a written estimate of additional required time and cost. V&A will not proceed with work beyond the not-to-exceed figure without a written authorization from your office.

We are prepared to begin work on your project upon receiving written approval, a Notice-to-Proceed, or purchase order from your office.

On behalf of our staff and myself I would like to thank you for the opportunity to be of service to you and Carollo Engineers. We look forward to working with you.

Sincerely,

Denis Pollak
Condition Assessment Manager Southwest Region
V&A Consulting Engineers

Accepted: ___________________________  Date: ______________
Crolloo Engineers
EXHIBIT B - FEE SCHEDULE
AGREEMENT FOR ENGINEERING SERVICES
LAUGHLIN LIFT STATION NO. 2 FORCE MAIN REHABILITATION
PROJECT MANAGEMENT, BASIS OF DESIGN MEMORANDUM,
DETAILED DESIGN, BID PERIOD ASSISTANCE,
ENGINEERING SERVICES DURING CONSTRUCTION,
PROJECT COMMISSIONING, AND SUPPLEMENTAL SERVICES
CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 655

PAYMENT

A budget of $2,531,875 for basic services, $429,278 for supplemental services, for a total contract amount of $2,961,153 is hereby established for Consultant's services under this Exhibit unless amended as a result of scope of services or schedule changes. The Consultant certifies that proposed cost and pricing data used herein are complete, current, and accurate.

Compensation for services under this Exhibit shall be on a fee schedule basis. The rates provided below shall be in effect until November 30, 2011, and are subject to 4 percent escalation on each subsequent anniversary date. Services provided by Carollo's personnel in various labor categories will be billed at the following negotiated hourly rates:

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
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<td>Senior Professional</td>
<td>$226</td>
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<tr>
<td>Lead Project Professional</td>
<td>$205</td>
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<td>Project Professional</td>
<td>$189</td>
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<tr>
<td>Professional</td>
<td>$158</td>
</tr>
<tr>
<td>Assistant Professional</td>
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</tr>
<tr>
<td>Senior Technician</td>
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<tr>
<td>Technician</td>
<td>$95</td>
</tr>
<tr>
<td>Document Processing/Clerical</td>
<td>$81</td>
</tr>
</tbody>
</table>

1 Individual hourly rates include salary, overhead, and profit. Non-salary expenses directly attributed to the project, such as (1) Other Direct Costs (ODCs), including living and traveling expenses of employees when away from home office on business connected with Work when approved by the District, (2) Subconsultant costs, (3) Mileage per IRS guidelines (currently $0.50 per mile for 2010), (4) CAD rate in the amount of $21.50 per labor hour, and (5) Project Equipment Communication Expenses (PECE) rate for telecommunications, postage/FedEx/UPS, computers, incidental photocopying, and related equipment in the amount of $10.50 per labor hour, will be billed at cost. Outside subconsultant services include a markup of 5 percent. Exceptions and extraordinary items not included in the routine PECE are billed separately.
<table>
<thead>
<tr>
<th>Task</th>
<th>Subtask</th>
<th>Activity Descriptions</th>
<th>Senior</th>
<th>Lead Project</th>
<th>Professional</th>
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**Exhibit B-1: Labor Hour Breakdown and Fee Estimate**

*Laughter Lift Station No. 2 Force Main Rehabilitation Project (CGWID Project No. 825)*

Clark County Water Reclamation District

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<thead>
<tr>
<th>Task</th>
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<th>Activity Descriptions</th>
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**Other Direct Cost (ODC) Details**

- **Total ODCs:** $169,236,650
- **Total Subcontracts:** $17,320,000
- **Total Project Budget:** $186,556,650

**Exhibit B-1, Page 1**

13/28/2010
EXHIBIT C
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 C-3), for coverage's as listed below, and endorsements affecting coverage required by this Contract within 10 calendar days after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

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

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

   10) Nevada Resident Agent Signature
# EXHIBIT C - INSURANCE REQUIREMENTS

## CLARK COUNTY WATER RECLAMATION CERTIFICATE OF INSURANCE

**C-3**

### PRODUCER

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

<table>
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<tr>
<th>COMPANY LETTER</th>
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### INSURED

**ENGINEER'S NAME, ADDRESS, PHONE & FAX NUMBERS**

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<td>COMPANY LETTER</td>
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### COVERAGES

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

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<th>CO LTR</th>
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<th>POLICY NUMBER</th>
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<td>INDEPENDENT CONTRACTOR (H) 50,000</td>
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<td>PROFESSIONAL LIABILITY</td>
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### 8. DESCRIPTION OF CONTRACT: NAME OF CONTRACT AND CCWRRD PROJECT NUMBER ARE MANDATORY WHEN SUBMITTING CERTIFICATES

### 9. CERTIFICATE HOLDER

**CLARK COUNTY WATER RECLAMATION DISTRICT**

C/O PURCHASING AND CONTRACTS

5887 EAST FLAMINGO ROAD

LAS VEGAS, NV 89122

The Certificate Holder is named as an additional insured.

### CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the Issuing Company will mail 30 days written notice to the Certificate Holder named to the left.

### 10. NEVADA RESIDENT AGENT (NRS 680A.300)

C-3
EXHIBIT D - DISCLOSURE OF OWNERSHIP/PRINCIPLES
INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

For All Contracts —

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

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

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

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

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

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

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

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**Business Designation Group (For informational purposes only)**

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<th>☐ WBE</th>
<th>☐ SBE</th>
<th>☐ PBE</th>
<th>☐ LBE</th>
<th>☐ NBE</th>
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**Business Name:**

(Include d.b.a., if applicable)

**Business Address:**

**Business Telephone:** Email:

**Business Fax:**

**Local Business Address**

**Local Business Telephone:** Email:

**Local Business Fax:**

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

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

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

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<th>Full Name</th>
<th>Title</th>
<th>% Owned (Not required for Publicly Traded Corporations)</th>
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1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

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

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

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

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

**Signature**

**Print Name**

**Title**

**Date**

D-2
DISCLOSURE OF RELATIONSHIP

List any disclosures below:

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

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

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

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)
EXHIBIT E
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 maximum allowed for personal care usage mileage reimbursement will not exceed the cost of commercial airfare.
EXHIBIT E
CONTRACTOR/CONSULTANT TRAVEL POLICY

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 \textit{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.
Engineering Condition Assessment Contract Insert

Safety Requirements

The CONSULTANT 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 CONSULTANT 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 consultant 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 consultants 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 consultant 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 consultants 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 consultant that is powered or energized by any means and/or that could start automatically. All relevant field staff to include CCWRD, CONSULTANT 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 consultant 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 consultant shall be solely responsible for ensuring compliance with this requirement.

Consultant’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 CONSULTANT shall not allow any unauthorized personnel into the CCWRD facilities while performing the work.

The CONSULTANT 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 CONSULTANT or sub-consultant during the condition assessment shall be charged to the CONSULTANT.

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

The CONSULTANT 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 CONSULTANT shall inform the designated CCWRD staff member that CONSULTANT 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 CONSULTANT shall again inform the designated CCWRD staff member that the facility has been secured (locked) and is being vacated.

The CONSULTANT 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 CONSULTANT or sub-consultant shall leave each facility in the same working condition as it was found prior to performing the condition assessment. The consultant 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, consultants, vendors, visitors or District personnel.

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

Consultant’s initials:  

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