AGREEMENT FOR ENGINEERING SERVICES

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

HDR ENGINEERING, INC.

THIS AGREEMENT is made and entered into this 7th day of April 2009, by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and HDR ENGINEERING, INC., a Nevada Corporation, hereinafter referred to as "ENGINEER"), for the IMPLEMENTATION AND MAINTENANCE OF MOBILE WORKFORCE MODULE OF PSTools TO SUPPORT THE COLLECTION MAINTENANCE SYSTEM, CCWRD PROJECT NO. M-168, (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. Alex Palamatier, (an employee) to manage the IMPLEMENTATION AND MAINTENANCE OF MOBILE WORKFORCE MODULE OF PSTools TO SUPPORT THE COLLECTION MAINTENANCE SYSTEM, CCWRD PROJECT NO. M-168. All services specified by this AGREEMENT shall be performed by the Project Manager, or by ENGINEER'S associates and employees identified in the ENGINEER'S proposal under the personal supervision of the Project Manager. All employees identified in the ENGINEER'S cost proposal shall be subject to approval by OWNER'S representative. Should the Project Manager, or any key employee of ENGINEER be unable to complete his or her responsibility for any reason, the ENGINEER will replace him or her with a qualified person whom the OWNER'S representative finds satisfactory. If ENGINEER fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default.
D. All materials, information, and documents, whether finished, unfinished obtained from other sources, or draft, developed, prepared, completed, or acquired by ENGINEER during the performance of services for which it has been compensated under this AGREEMENT, including without limitation the original mylar drawings, detail specifications, design calculations, data, studies, surveys, reports, correspondence, memoranda, maps, models, photographs, drawings and audio or video recordings, shall become the property of OWNER and shall be delivered to the OWNER'S representative upon completion or termination of this AGREEMENT whichever occurs first. ENGINEER shall not be liable for damages, claims, and losses arising out of any reuse of the plans and detail specifications on any other project without the written authorization of the ENGINEER.

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

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

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

H. The ENGINEER agrees that its officers and employees will cooperate with the OWNER in the performance of services under this AGREEMENT and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
I. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this AGREEMENT.

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

SECTION II

OWNER'S RESPONSIBILITY

A. The OWNER agrees that its officers and employees will cooperate with ENGINEER in the performance of services under this AGREEMENT and will be available for consultation with ENGINEER at such reasonable times with advance notice as to not conflict with their other responsibilities.
B. The services performed by ENGINEER under this AGREEMENT shall be subject to review and approval by OWNER'S representative, Richard Mendes, General Manager, Clark County Water Reclamation District. OWNER'S representative may delegate any or all of his responsibilities under this AGREEMENT to appropriate staff members, and shall so inform ENGINEER by written notice before the effective date of each such delegation.

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

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

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

2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT. ENGINEER shall return original data provided by OWNER.
SECTION III
SCOPE OF SERVICES

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

SECTION IV
CHANGES TO SCOPE OF SERVICES

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

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

SECTION V
ADDITIONAL SERVICES OF ENGINEER

A. Additional services will be provided only as specifically authorized in writing by the OWNER'S representative and will consist of work described in the additional document provided by the District. Any other work determined by OWNER as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.
B. The ENGINEER shall notify OWNER in advance of any additional costs which may be incurred prior to attending such meetings or public hearings as may be necessary to clarify the interpretation of the work performed by ENGINEER under this AGREEMENT.

SECTION VI

COMPENSATION AND TERMS OF PAYMENT

A. General Progress Payments:

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

B. Compensation and Method of Payment for Engineering Services:

1. The OWNER shall pay the ENGINEER for services in Section III, Scope of Services, Exhibit A, a cost not to exceed $373,053.00.

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. An amount up to, but not exceeding NIA 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 $373,053.00.

4. Subject to the OWNER’S budgeted appropriations for this project, simple interest at the rate of 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. Billings shall be submitted during the last week of each month in an original and one copy to the OWNER'S representative in the format attached as Exhibit "C".

6. NRS 338.515 requires that the District pay the Engineer not more than 90 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 once 50 percent of the work required by the Contract is complete.) NRS 338.520 requires that the District pay the Engineer any outstanding payment due including retainage if the District occupies or begins use of the project or portion of the project or partially occupies one or more buildings of the project.

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

Note: To ensure payments are made for work performed and project funded, the District requires Contractors to submit progress billings monthly.
7. 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.

8. 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.

9. 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.

10. OWNER may withhold any payment or portion thereof which is disputed until such time as the dispute is resolved.

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. The ENGINEER agrees to include paragraphs A through E of this Section in all his contracts and all their subcontracts directly related to performance of services specified in this AGREEMENT which are in excess of $10,000.

C. 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).

D. 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.

E. 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 (365) calendar days from Notice to Proceed as a period of time which may reasonably be required to complete the services identified in Exhibit A and shall terminate April 12, 2010. The format of the schedule
for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the ENGINEER will provide a **14-calendar day** allowance for each OWNER review period. If the ENGINEER'S performance of services is delayed or if the ENGINEER'S sequence of tasks is changed, he shall notify the OWNER'S representative in writing of the reasons for the delay. The ENGINEER shall then prepare a revised schedule for performance of services and submit the revised schedule to the OWNER'S representative. The ENGINEER shall perform and complete the work according to the schedule furnished to OWNER'S representative. If the ENGINEER is delayed by conditions within his control, as determined by OWNER after consultation with the ENGINEER, OWNER shall have the right to increase the percentage withheld from monthly payments under Section VI:B of this AGREEMENT until such time as the ENGINEER has complied with the schedule requirements or presented an acceptable plan for such compliance. Such withholdings by OWNER will not require payment of interest under the provisions of Section VI:B.

Owner reserves the option to extend this AGREEMENT for up to sixty (60) calendar days from its completion date for any reason. ENGINEER will not be paid for work performed beyond the completion date without prior written approval of OWNER.

**SECTION X**

**MISCELLANEOUS PROVISIONS**

A. Suspension

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

B. Termination

1. This AGREEMENT may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given:
   a. not less than ten days, written notice of intent to terminate; and
   b. an opportunity for consultation with the terminating party prior to termination.

2. This AGREEMENT may be terminated in whole or in part by the OWNER for its convenience; but only after the ENGINEER is given:
   a. not less than ten days' written notice of intent to terminate; and
   b. an opportunity for consultation with the OWNER prior to termination.

3. If termination for default is effected by the OWNER, the OWNER will pay ENGINEER that portion of the compensation which as been earned as of the effective date of termination but:
   a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
   b. any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the ENGINEER'S default.

4. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services
or other work performed up to the effective date of termination less all previous payments.

5. Upon receipt of a termination notice pursuant to paragraphs 1 and 2 above, the ENGINEER shall:
   a. promptly discontinue all services affected (unless the notice directs otherwise); and
   b. deliver or otherwise make available to the OWNER all materials, information and documents as defined in Paragraph D of Section I, Responsibility of the ENGINEER.

6. Upon termination pursuant to paragraphs 1 and 2 above, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any uncompleted work of the ENGINEER delivered to the OWNER due to cancellation of all or portions of the work or contract termination, which is utilized by the OWNER in any way, shall have the ENGINEER’S name and seal removed.

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

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

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

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

D. Gratuities

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

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

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

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

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

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

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

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

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

F. Indemnity

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

G. Covenant

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

ENGINEER further covenants that in the performance of said services, no person having any such interest shall be employed.
H. Assignment
Any attempt by ENGINEER to assign or otherwise transfer any interest in this AGREEMENT without the prior written consent of the OWNER shall be void.

I. Order of Preference
In the event of any conflict, the controlling document shall be determined by the following order of precedence:
A. This AGREEMENT
B. Exhibit A: Scope of Services dated February 4, 2009
C. *Exhibit B: ENGINEER'S Fee Schedule dated February 4, 2009
D. Exhibit C: Fee Schedule/Invoice Format
E. Exhibit D: Insurance Requirements
F. Exhibit E: Disclosure of Ownership

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

J. Governing Law
Nevada law shall govern the interpretation of this AGREEMENT.

K. Attorney's Fees and Costs
In any action brought to enforce this AGREEMENT, the prevailing party is entitled to reasonable attorney's fees and costs.

L. 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
ANDREAS DYHR, PROJECT MANAGER
GAIL KARAFKA, PURCHASING ANALYST II
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122
(702) 668-8011
FAX (702) 668-6090

TO ENGINEER: HDR ENGINEERING, INC.
Attn: Mr. Alex Palmier
8690 Balboa Avenue
Suite 200
San Diego, CA 92123-1502
(858) 712-8351
(858) 712-8333
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

HDR ENGINEERING, INC.

By: ____________________________
LOLENE TERRY
Vice President

APPROVED AS TO LEGALITY ONLY:
DAVID ROGER, DISTRICT ATTORNEY

By: ____________________________
CAROLYN CAMPBELL
Deputy District Attorney
Proposal to Implement Mobile Data Units for PSTools™

Background

The Clark County Water Reclamation District (District) has several major initiatives underway relating to its collection system and treatment facilities. Collection system initiatives are focused on improving both the operation and condition of the collection system. One of the most aggressive collection system initiatives is to clean the entire 2,000 mile gravity-based collection system in a five-year period. To accomplish this goal, the District will have to clean over 1,300 miles of sewers per year consisting of sewers in high risk areas that are cleaned several times per year as well as sewers that will be cleaned for the first time as part of this program. This amount of cleaning will require approximately 14 cleaning crews to be operating full-time for the next five years. The District is currently utilizing sewer cleaning contractors to perform the sewer cleaning that exceeds the District’s capacity.

The District also has a goal to begin a programmatic condition assessment program to assess the structural and maintenance condition of its collection system by use of CCTV and manhole inspections. Coordination between the cleaning, CCTV, and manhole inspection programs will be critical to ensure that high risk maintenance defects, such as grease and debris, are cleaned promptly when identified in the collection system through inspection activities. In addition, to ensure the quality of sewer cleaning that is performed by both District and contractor crews, the District will be using CCTV inspection to perform quality control reviews of a percentage of sewer pipes that are cleaned. This will require close coordination between the sewer cleaning and sewer inspection programs.

In April of 2007, the District contracted with HDR to implement a Computerized Maintenance Management System (CMMS), PSTools™. The goal was to implement a proven CMMS to support operations in meeting the District’s aggressive goals. PSTools™ was chosen to support the following activities:

- Create efficient work order packages for both District and Contractor crews
- Create map-based work orders
- Collect code-based data for each asset that is cleaned
- Optimize the maintenance frequency for each of the 40,000 pipe assets
- Allow efficient rescheduling of assets after their frequencies are changed
- Coordinate data between the cleaning, CCTV and manhole inspection programs
- Collect detailed information on Stoppages and SSOs
- Support effective reporting
- Provide quality control protocols

PSTools™ went live at the District in June of 2008, replacing the existing MAXIMO CMMS for sewer maintenance activities. Since then, all District maintenance work orders have been dispatched and tracked through PSTools™.

The District is currently looking at ways to increase efficiency and reduce waste. One such way to accomplish this is the implementation of MDUs. The use of MDUs allows the crews to have paperless, map-based work orders with PSTools™. The use of MDUs eliminates the duplication of data entry by the crews and data entry person, as the crews record all data directly into the system.
Alternatives Considered for Implementation of Mobile Data Units for PSTools™
The following three alternatives were considered:

1. Oracle-Lite Implementation
2. Citrix Based Implementation
3. Web Based Implementation

**Alternative 1** - Oracle Lite is a solution for development and deployment of applications for mobile environments. Oracle Database Lite provides a small footprint client database for local access to enterprise data by applications on a mobile device. This option was not chosen due to the high level of effort necessary to maintain the Oracle Lite solution on potentially 30 field workstations.

**Alternative 2** - Citrix is a remote access/application publishing product which allows remote connections to applications available from central servers. The advantage of publishing applications using Citrix is that it allows connections to applications remotely. This option was not chosen because CCWRD IT security protocol prevents remote access from field workstations to a terminal server.

**Alternative 3** - Web based implementation is the chosen method for MDU implementation. This option was chosen because it is a light-weight, flexible, and cost-effective design that does not require access to a terminal server, does not require additional maintenance to service the field workstations, and can be accessed by any fielded workstation without any configuration changes.
EXHIBIT A
SCOPE OF SERVICES
February 4, 2009

Overview

Planner Scheduler Tools (PSTools\textsuperscript{TM}) is a software application that facilitates work management for Maintenance Requests (MRs) for pipe cleaning, pipe flushing, CCTV, and manhole inspections. PSTools\textsuperscript{TM} applies a set of best practice business processes and a unique data management approach to create and manage an MR through its life cycle that involves GIS-based MR generation, scheduling and tracking, creating map-based MRs, data management, cleaning maintenance type and frequency optimization, and quality control protocols, among other functions. PSTools\textsuperscript{TM} is an ESRI ArcEngine standalone GIS application primarily written in VB.NET. The database portion of PSTools\textsuperscript{TM} is in Oracle 9i. The current implementation of PSTools\textsuperscript{TM} run by the District utilizes paper-based MR generation. The modifications included in this proposal are to implement a web-based interface for PSTools\textsuperscript{TM} that allows crews to access their MRs via MDUs while in the field. The web-based interface is a light option that will be used by field staff only. All current in-office functionality will remain and it will remain a client/server application. Additionally, the current paper MR generation option would not be disabled.

Scope

The following list identifies activities that will be in scope as well as activities that will not be in scope.

Activities in Scope

1. Planning and Design
   a. Architecture
      i. Hardware Specification (for web-server)
      ii. Software Configuration (for required web-server software)
   b. Portal Design (interface for internet site)
   c. Business Logic Updates
   d. Implementation and Training Plan

2. Programming to Enable Web-based Functionality
   a. Data Entry Forms
      i. Small Diameter Cleaning
      ii. Large Diameter Cleaning
      iii. Small Diameter CCTV
      iv. Large Diameter CCTV
      v. Flushing
      vi. Manhole Inspection (w/GPS)
      vii. SSO (w/Restrictions -- limits access to SSO data entry by user type and assignment)
      viii. Crew Daily
   b. View Only Forms
      i. Facility Information
      ii. Chain of Custody
      iii. Search (FSN, SWNO, MHNO, Address)
      iv. Map Features (Pan, Zoom, etc)
      v. GPS Navigation
c. Business Process Update
   i. MR Panel Filtering (By Logged in Crew)
   ii. Daily Filtering/Editing
   iii. Data Entry Edit Date Restriction
   iv. Data Entry Revert Status Function
   v. Check In/Check Out

d. Interface Framework
   i. Web User Interface Components

e. Modifications from Testing

3. Help Manual (Update to show web forms)
4. Web Server Configuration/Implementation
5. Testing
6. Rollout (Support up to the number of hours included in fee)
7. Training (Support up to the number of hours included in fee)
8. Project Management

Activities Not In Scope

1. Procurement of all items identified in IT Requirements below
2. Does not include any new functionality to the desktop user. This proposal only includes a light-weight, web-based version of PSTools™ for field staff
3. Does not include web-based interface for office users

IT Requirements

PSTools™ is an ESRI ArcEngine standalone GIS application primarily written in VB.NET. The database portion of PSTools™ is in Oracle 9i. The web interface will be based off Microsoft Office Sharepoint Server technology and ARCGIS Server 9.3.

The District will need the following items to run the web based interface:
   1. 100GB Server with 8GB RAM and 2 CPUs
   2. MOSS Sharepoint Server 2007 SP1
   3. MOSS Sharepoint Designer
   4. ArcGIS Server 9.3

An MDU will need to meet the following IT requirements to run this application:
   1. AirCard (or equivalent web access point)
   2. GPS Receiver
   3. Microsoft Office Internet Explorer

* - IT requirements subject to change during design phase

* - No hardware or software costs are included in this proposal aside from the updated PSTools™ code

Intellectual Property Rights Statement

HDR Engineering, Inc will retain all intellectual property rights to the PSTools™ software. CCWRD is not allowed to redistribute the software to third parties without the written consent of HDR Engineering, Inc. CCWRD will also not have access to the underlying code to the application. The software deliverable will be compiled code. The uncompiled code can be held in escrow at the expense of the CCWRD. Terms and Conditions will be finalized prior to start of work to define what actions constitute
deliverable will be compiled code. The uncompiled code can be held in escrow at the expense of the CCWRD. Terms and Conditions will be finalized prior to start of work to define what actions constitute the Districts rights to have access to the uncompiled code. Prior to implementation, HDR and CCWRD will sign a software licensing agreement which will have a dollar value of $100.00. The licensing agreement will have no restrictions on usage by District employees apart from those listed above.

Maintenance

CONSULTANT shall provide on an as-needed basis, general technical support services, defect/bug repair services and/or updates, for the PSTools system at the District’s facilities. CONSULTANT shall provide on-site support if required by the District.

CONSULTANT shall provide the above described support services from 8:00 a.m. (p.s.t.) to 4:30 p.m. (p.s.t.) Monday through Friday excluding District holidays.

- All requests for CONSULTANT services shall be directed to CONSULTANT’s Support Manager, David Spencer at 858-712-8308 or 858-712-8400

EXHIBIT B – FEE SCHEDULE

The cost to complete the above scope of services will not exceed $350,053. This cost includes labor, profit, technology charge and all expenses. This will be a Time and Materials contract. The cost for the one year of as-needed maintenance will not exceed $23,000.

HDR ENGINEERING, INC. HOURLY RATES FOR 2009/2010

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vasken Missirlian</td>
<td>$228.53</td>
</tr>
<tr>
<td>John Evans</td>
<td>$206.25</td>
</tr>
<tr>
<td>Ernesto Mejia</td>
<td>$145.53</td>
</tr>
<tr>
<td>Nagasameera Vadlakonda</td>
<td>$139.62</td>
</tr>
<tr>
<td>David Spencer</td>
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</tr>
<tr>
<td>Alex Palmatier</td>
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<tr>
<td>Joel Engleson</td>
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</tr>
<tr>
<td>Kai-Te Wang</td>
<td>$109.13</td>
</tr>
<tr>
<td>Kelly Placilla</td>
<td>$ 85.57</td>
</tr>
</tbody>
</table>

TOTAL ESTIMATED COST - $373,053.
EXHIBIT C - FEE SCHEDULE/INVOICE FORMAT

The following Invoice Format is to be followed in preparing your invoice. Please use your company letterhead for page one of this invoice and send all invoices to the Clark County Water Reclamation District, Attn: CIP/Accounts Payable Department, 5857 E. Flamingo Rd, Las Vegas, NV 89122.

CCWRD PROJECT NAME/NUMBER  
CCWRD PURCHASE ORDER NUMBER 
Name of Firm:  
Date:  
Progress Report No.:  
Invoice No.:  
Period Services Rendered (From/To):

<table>
<thead>
<tr>
<th>Item</th>
<th>Dollar Amount</th>
<th>% Project Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Agreement Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Authorized Additions/Deletions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Total Agreement Amount</td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>d. Amount previously invoiced</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Less Retention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Reimbursed to date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Current invoice amount</td>
<td></td>
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<td>h. Less Retention this request</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Amount this Request</td>
<td></td>
<td></td>
</tr>
<tr>
<td>j. Balance (Line C - F - I)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certification Statement: The undersigned certifies that the costs and amounts stated herein have been incurred by ENGINEER in accordance with the terms of this Agreement up to the date as shown on this billing, and the ENGINEER has fully complied with the terms and conditions of this Agreement.

Signature Principal in Charge

OFFICIAL USE ONLY:

1. % Project Completion
   ~ APPROVE  ~ APPROVE AS AMENDED  ~ REJECT/RESUBMIT
   
   BY:  
   DATE:  

2. Amount Cost Completion
   ~ APPROVE  ~ APPROVE AS AMENDED  ~ REJECT/RESUBMIT
   
   BY:  
   DATE:  

Summary of Component Services

List each task by number and description and amount as identified in the cost proposal. Subtotal by phase.

**Phase I:**

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task Description</th>
<th>Task Amount</th>
<th>Amount Previously Requested</th>
<th>Amount This Request</th>
<th>% Cost Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$____</td>
<td>$____</td>
<td>$____</td>
<td></td>
<td>___%</td>
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</table>

**SUBTOTAL PHASE I**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Task Amount</th>
<th>Amount Previously Requested</th>
<th>Amount This Request</th>
<th>% Cost Complete</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Task Amount</th>
<th>Amount Previously Requested</th>
<th>Amount This Request</th>
<th>% Cost Complete</th>
</tr>
</thead>
</table>

**Phase II**

<table>
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<tr>
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<th>Task Description</th>
<th>Task Amount</th>
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<th>Amount This Request</th>
<th>% Cost Complete</th>
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</thead>
<tbody>
<tr>
<td>2.</td>
<td>$____</td>
<td>$____</td>
<td>$____</td>
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<td>___%</td>
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</table>

**SUBTOTAL PHASE II**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Task Amount</th>
<th>Amount Previously Requested</th>
<th>Amount This Request</th>
<th>% Cost Complete</th>
</tr>
</thead>
</table>

**Phase III**

<table>
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<tr>
<th>Task Number</th>
<th>Task Description</th>
<th>Task Amount</th>
<th>Amount Previously Requested</th>
<th>Amount This Request</th>
<th>% Cost Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>$____</td>
<td>$____</td>
<td>$____</td>
<td></td>
<td>___%</td>
</tr>
</tbody>
</table>

**SUBTOTAL PHASE III**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Task Amount</th>
<th>Amount Previously Requested</th>
<th>Amount This Request</th>
<th>% Cost Complete</th>
</tr>
</thead>
</table>

**DESCRIPTION OF WORK PERFORMED DURING PERIOD SERVICES RENDERED:** Invoices must contain the labor category (skill level and person identified), date services provided by skill level, and services provided.

**NOTE:** Projects not invoicing separately for design and engineering/construction services invoices will be returned unpaid. In addition, invoices submitted with insufficient support documentation to substantiate costs billed will also be returned unpaid.
EXHIBIT D
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 B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within 10 calendar days after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

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

3. **Owner Coverage:** The Owner, its officers and employees must be expressly covered as additional insured as necessary on workers' compensation and professional liability insurance coverages. The ENGINEER 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 Owner must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

5. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $1,000,000.

6. **Commercial General Liability:** Subject to Paragraph 6 of this Exhibit, the ENGINEER shall maintain limits of no less than $1,000,000 combined single limit per occurrence of bodily injury, including death, personal injury and property damage. Commercial general liability coverage shall be on an 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 6 of this Exhibit, the ENGINEER shall maintain limits of no less than $1,000,000 combined single limit per occurrence of bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damage 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 the 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 certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a 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 ($2,000,000)
      (G) Each Occurrence ($1,000,000)
      (H) Fire Damage ($50,000)
      (I) Medical Expenses ($5,000)
   5) Automobile Liability (Auto)
      (J) Policy Number
      (K) Policy Effective Date
      (L) Policy Expiration Date
      (M) Combined Single Limit ($2,000,000)
   6) Worker's Compensation
   7) Description, number and name of Contract (must be identified on the initial insurance form and each renewal form).
   8) Certificate Holder:
      Clark County Water Reclamation District
      PO Box 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.**

9) Nevada Resident Agent Signature
# DC WATER RECLAMATION DISTRICT CERTIFICATE OF INSURANCE

**ISSUER:**

1. **INSURANCE BROKER'S NAME, ADDRESS, PHONE & FAX NUMBERS**
   - COMPANY LETTER A
   - COMPANY LETTER B
   - COMPANY LETTER C
   - COMPANY LETTER D
   - COMPANY LETTER E

**SURED:**

2. **ENGINEER'S NAME, ADDRESS, PHONE & FAX NUMBERS**
   - COMPANY LETTER A
   - COMPANY LETTER B
   - COMPANY LETTER C
   - COMPANY LETTER D
   - COMPANY LETTER E

**COVERAGES:**

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMIT</th>
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<tbody>
<tr>
<td>1. GENERAL LIABILITY</td>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>GENERAL AGGREGATE $D</td>
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<tr>
<td>X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR</td>
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<td></td>
<td></td>
<td>PRODUCTION LOSS $E $2,000,000</td>
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<tr>
<td>OWNER'S &amp; CONTRACTOR'S PROTECTION</td>
<td>(D)</td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJURY INJURY $F $1,000,000</td>
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<tr>
<td>UNDERGROUND EXPLOSION &amp; COLLAPSE</td>
<td>(E)</td>
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<td></td>
<td>EACH OCCURRENCE $G $1,000,000</td>
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<tr>
<td>INDEPENDENT CONTRACTOR</td>
<td>(F)</td>
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<td></td>
<td>FIRE DAMAGE (Any one fire) $H $50,000</td>
</tr>
<tr>
<td>ANY AUTO</td>
<td>(G)</td>
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<td></td>
<td>MED EXPENSE (Any one person) $I $5,000</td>
</tr>
<tr>
<td>SCHEDULED AUTOS</td>
<td>(H)</td>
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<tr>
<td>HIRED AUTOS</td>
<td>(I)</td>
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<tr>
<td>NON-OWNED AUTOS</td>
<td>(J)</td>
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<tr>
<td>GARAGE LIABILITY</td>
<td>(K)</td>
<td></td>
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<tr>
<td>EXCESS LIABILITY</td>
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<tr>
<td>UMBRELLA FORM</td>
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<td>OTHER THAN UMBRELLA FORM</td>
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<td>2. AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO</td>
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<tr>
<td>SCHEDULED AUTOS</td>
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<td>HIRED AUTOS</td>
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<tr>
<td>NON-OWNED AUTOS</td>
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<tr>
<td>GARAGE LIABILITY</td>
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<td>EXCESS LIABILITY</td>
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<td>aggregate $L $1,000,000</td>
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<td>UMBRELLA FORM</td>
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<tr>
<td>OTHER THAN UMBRELLA FORM</td>
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<tr>
<td>3. WORKER'S COMPENSATION</td>
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<td>aggregate $L $1,000,000</td>
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<tr>
<td>PROFESSIONAL LIABILITY</td>
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<td></td>
<td>aggregate $L $1,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF CONTRACT:** NAME OF CONTRACT AND CCWRS PROJECT NUMBER ARE MANDATORY WHEN SUBMITTING CERTIFICATES

1. **CERTIFICATE HOLDER**

Clark County Water Reclamation District
200 Purchasing and Contracts
1317 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.

9. **NEVADA RESIDENT AGENT (NRS 600A.300)**
EXHIBIT E

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Business Name: ____________________________________________________________

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

Business Address: _________________________________________________________

________________________________________________________________________

Business Telephone: _______________________________________________________  

Disclosure of Ownership and Principals:
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).

Full Name          Title
________________________________________________________________________  
________________________________________________________________________  
________________________________________________________________________  
________________________________________________________________________  

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

Signature / Capacity          Print Name
________________________________________________________________________
Date

*Non-publicly traded corporate business entities are those entities not publicly traded at the New York Stock Exchange.