AGREEMENT FOR ENGINEERING SERVICES

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

THE WLB GROUP

THIS AGREEMENT is made and entered into this ___ day of April, 2015, by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and THE WLB GROUP, (hereinafter referred to as "ENGINEER"), for the, CCWRD PROJECT NO. 736 - COLLECTION SYSTEM CAPACITY UPGRADE - PACKAGE 8, (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 Barclay Swan, Project Manager to manage the COLLECTION SYSTEM CAPACITY UPGRADE - PACKAGE 8, CCWRD PROJECT NO 736. All services specified by this AGREEMENT shall be performed by the ENGINEER’S Project Manager, key employees and sub-consultants proposed by the ENGINEER under the personal supervision of the Project Manager. All employees identified by the ENGINEER 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. Any exception to this requirement 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. Drawings and specifications remain the property of the ENGINEER. A copy of 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 detail specifications, design calculations, data, studies, surveys, reports, correspondence, memoranda, maps, models, photographs, drawings and audio or video recordings, shall be delivered to the OWNER’S representative upon completion or termination of this AGREEMENT whichever occurs first. Copies of the drawings and specifications retained by OWNER may be utilized only for its use and for occupying the project for which they were prepared, and not for construction of any other project. ENGINEER shall not be liable for damages, claims, and losses arising out of any reuse of the plans and detail specifications on any other project without the written authorization of the ENGINEER.

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

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

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

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

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

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

SECTION II
OWNER'S RESPONSIBILITY

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

B. The services performed by ENGINEER under this AGREEMENT shall be subject to review and approval by OWNER'S representative, Thomas A. Minwegen, 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 twenty-one (21) 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 OWNER. Any other work determined by OWNER as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.

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

SECTION VI
COMPENSATION AND TERMS OF PAYMENT

A. General Progress Payments:

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

B. Compensation and Method of Payment for Engineering Services:

1. The OWNER shall pay the ENGINEER for services in Section III, Scope of Services, Exhibit A, Task 1 through 9 a fee not to exceed $571,081.

   Task 1 – Project Management (Lump Sum)
   Task 2 – Planning Study (Lump Sum)
   Task 3 – Pre-design / Basis of Design Report (Lump Sum)
   Task 4 – Detailed Design (Lump Sum)
   Task 5 – Bid Period Services (T & M)
   Task 6 – Engineering Services during Construction (T & M)
   Task 7 – Construction Field Administration (Lump Sum)
   Task 8 – Project Commissioning (Lump Sum)
   Task 9 – Contingency (Lump Sum)
   Task 10 – Additional Services (T & M)

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

3. The OWNER agrees to pay ENGINEER for any services described in Section V: A, Additional Services of Engineer, only if the services are requested in writing by the OWNER’S representative. Payment will be in accordance with Exhibit C, Hourly Rate Schedule for additional services rendered in connection with the additional document provided by the OWNER. Additional services to be requested are identified as Task 10 under Scope of Services, Exhibit A. An amount up to, but not exceeding $83,919 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 $655,000.

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:9, 10, or 13 of each invoice. The interest period shall commence sixty (60) 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 thirty (30) calendar days of completion of work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department’s authorized representative. In accordance with NRS 244.250 OWNER shall not provide payment on any invoice ENGINEER submits after six (6) months from the date ENGINEER performs services, or provides deliverables or milestones. All invoices should include the following information:

A. Company Name
B. Complete Address (including street, city, state, and zip code)
C. Company Telephone Number
D. Contact person  
E. Itemized description of services rendered (including dates)  
F. OWNER’S Purchase Order Number  
G. Company’s Tax Identification Number  
H. Project and RFP/RFQ Number  
I. Itemized pricing and total amount due (excluding Sales and Use Tax)  
J. Company Invoice Number  

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

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

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

8. Travel costs are not eligible for reimbursement by the OWNER and must not be included in the Agreement except for travel costs associated with the performance of additional services. The OWNER realizes that on certain complex projects, technical expertise may have to be procured from outside Clark County. In such cases, prior approval of the OWNER will be required for such travel. The ENGINEER shall submit a request to the OWNER’S Project Manager, consisting of a brief summary of the tasks involved and the “justification of need” for such travel. In the event that the OWNER agrees to pay for any of the ENGINEER’S travel expenses directly related to this work the following parameters shall apply: ENGINEER shall only receive reimbursement in the amounts that are consistent with the applicable travel guidelines established by the OWNER in the attached Travel Policy for Contractors/Consultants (Exhibit F). OWNER reserves the right to reject any and all expenses it considers not directly related to the work required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

9. NRS 338.515 requires that the OWNER pay the ENGINEER not more than ninety-five (95) percent of the amount of any progress payments due under the Contract until the Engineer completes fifty (50) percent of the work required by the AGREEMENT.
Thereafter, the OWNER may pay any of the remaining progress payments without withholding retainerage if satisfactory progress is being made in the work. (The Project Manager is to notify Finance, in writing, once fifty (50) percent of the work required by the Contract is complete).

NRS 338.520 requires that the OWNER pay the ENGINEER any outstanding payment due including retainerage if the OWNER 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 OWNER partially occupies one or more buildings of the project.

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

Note: To ensure payments are made for work performed and project funded, the OWNER requires ENGINEERS 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 five (5%) percent 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 the final schedule for performance of services not later than ten (10) calendar days after ENGINEER receives written notice to proceed from OWNER’S representative. The schedule shall set forth not more than (939) calendar days from Notice to Proceed for Tasks 1 through 10 as a period of time which may reasonably be required to complete the services identified in Exhibit A, including any additional services authorized by the OWNER, and shall terminate on 11/20/2017. 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 twenty-one (21) calendar day allowance for each OWNER review period. If the ENGINEER’S performance of services is delayed or if the ENGINEER’S sequence of tasks is changed, he shall notify the OWNER’S representative in writing of the reasons for the delay. The ENGINEER shall then prepare a revised schedule for performance of services and submit the revised schedule to the OWNER’S representative. The ENGINEER shall perform and complete the work according to the schedule furnished to OWNER’S representative. If the ENGINEER is delayed by conditions within his control, as determined by OWNER after consultation with the ENGINEER, OWNER shall have the right to increase the percentage withheld from monthly payments under Section VI.B of this AGREEMENT until such time as the ENGINEER has
complied with the schedule requirements or presented an acceptable plan for such compliance. Such withholdings by OWNER will not require payment of interest under the provisions of Section VI:B.

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

SECTION X
MISCELLANEOUS PROVISIONS

A. Suspension

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

B. Termination

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

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

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

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

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

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

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

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

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

C. Covenant Against Contingent Fees

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

D. Gratuities

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

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

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

E. Insurance

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

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

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

3. Professional liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is
legally liable; such professional liability insurance will provide for coverage in the amount of
not less than one million dollars ($1,000,000) for the period of time covered by this
AGREEMENT. Certificates indicating that such insurance is in effect shall be delivered to the
OWNER before work is begun under this AGREEMENT. If the ENGINEER is underwritten on a
claims made basis, the retroactive date shall be prior to or coincident with the date of this
AGREEMENT 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 AGREEMENT.
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 thirty (30)-day advance notice of policy cancellation.

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

5. The certificates and endorsements for each insurance policy are to be signed by a person
authorized by that insurer and licensed by the State of Nevada.

F. Indemnity

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

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

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

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

H.  Covenant

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

I.  Assignment

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

J.  Order of Preference

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

A. This AGREEMENT
B. Exhibit A: Scope of Services dated 02/26/2015
C. Exhibit B: Milestones
D. Exhibit C: Hourly Rate Schedule (For Additional Services and Additional Reimbursable Expenses)
E. Exhibit D: Disclosure of Ownership
F. Exhibit E: Insurance Requirements
G. Exhibit F: Travel Policy for Contractors/Consultants
H. Exhibit G: Special Conditions - Safety and Security Requirements
I. Exhibit H: Subcontractor Information

K. Governing Law

Nevada law shall govern the interpretation of this AGREEMENT.

L. Attorney's Fees and Costs

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

M. Disclosure of Ownership/Principals

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

N. Fiscal Funding Out

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

O. Right to Market

The OWNER does not participate in any advertisements that directly or imply an endorsement by the OWNER, or that the work done on the OWNER’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.
Q. Counterparts; Electronic Delivery

This AGREEMENT may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By: ______________________
THOMAS A. MINWEGEN
General Manager

THE WLB GROUP, Inc.

By: ______________________
BRIAN PATTERSON
DIRECTOR OF OPERATIONS

APPROVED AS TO AVAILABLE FUNDING:

By: ______________________
MARK T. BINNEY
Finance

APPROVED AS TO LEGALITY ONLY:
STEVEN WOLFSON, DISTRICT ATTORNEY

By: ______________________
LESLIE NIELSEN
Deputy District Attorney
EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
COLLECTION SYSTEM CAPACITY UPGRADE PACKAGE 8
PRE-DESIGN, DESIGN, BID AND SERVICES DURING CONSTRUCTION
CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 736

PURPOSE OF EXHIBIT

The purpose of this Exhibit A is to establish the Scope of Services to be provided by The WLB Group, Inc. (Consultant) to the Clark County Water Reclamation District (District) in connection with Collection System Capacity Upgrade Package 8. Nothing in this Exhibit is to be construed to either conflict or take precedence over the terms and conditions of the primary Agreement. All scope of service Tasks identified herein shall be performed in accordance with Exhibit A1 Scope of Services Execution Requirements Version 2 unless otherwise noted as [Not Used].

PROJECT BACKGROUND

PROJECT HISTORY
The Clark County Water Reclamation District had an updated Las Vegas Valley Sewer Model prepared in February 2014. This model identified several areas in need of capacity upgrades, rehabilitation, and repair. This project consists of 5 separate areas that were identified in the updated sewer model requiring up-sizing of sewer mains, manhole rehabilitation, and new sewers to reroute flows. These improvements will increase the capacity of these areas and extend the life cycle of the infrastructure for 20 to 40 years.

NEED FOR PROJECT
The project is proposed to replace existing infrastructure in order to increase the capacity in several areas of the system that do not meet the District’s current design standards. As flow increases, or during a wet weather event there is an increased risk of Sanitary Sewer Overflow (SSO) in these over capacity pipe segments.

These capacity constraints were identified in the District’s Las Vegas Valley Sewer Model (Feb 2014). The pipe segments identified do not meet the District’s design criteria for maximum capacity of d/D>0.75. Based on the sewer model it has been determined that upsizing of the sewers and re-routing of some flows will resolve these capacity issues.

PROJECT DESCRIPTION
This project consists of preliminary engineering, Predesign, Detailed Design and Engineering Services During Construction. The project is made up of components from Project 21 and Project 22. There are four (4) separate areas that comprise Project 22. They include differing methods for improving the capacity including removal and replacement with larger sewers, manhole reconstruction, and construction of new sewers to route flow into higher capacity sewers.

The individual project descriptions are as follows:
Project 21
- Remove and Replace approximately 2,300 LF of existing 8” to 15” sewer with new 12” to 18” sewer running from manhole K2 to connect to the 27” sewer main in Koval Lane (generally between Harrahs and the Venetian Hotels) including the abandonment and re-routing of that segment of the existing sewer main that is under the parking garage structure.

Project 22
- Part 1 – Remove and replace approximately 1,200 LF of existing 10” sewer with new 15” sewer beginning at manhole MGM6 in Rochelle Avenue and continuing north along Tuscany Casino Drive to Flamingo. New sewer will connect to a stub that will be installed as a part of the RTC Flamingo Road Project.
- Part 2 - Manhole F36A at the intersection of Maryland Parkway and Flamingo Road has two outlets. A dam in the manhole diverts the flow to one outlet until a certain depth is reached and the flow then goes to both outlets. Flows will be analyzed, the dam removed, and one outlet blocked.
- Part 3 – At the intersection of Viking Road and McLeod Drive install new sewer line to connect manhole FT36D into adjacent sewer line and install new terminal manhole.
- Part 4 – At intersection of Harmon Avenue and Escondido Street install new sewer to connect 27” sewer from manhole TRS5 to adjacent 60” sewer at manhole XT45A and install new terminal manhole.

PROJECT STAGING AND SEQUENCING
The overall project will be executed in two (2) Phases: Phase I is for Design which includes Preliminary and Detailed design services (Plans and Specifications), and Bid Period services; Phase II is for the construction of the sewer improvements which includes Engineering Services During Construction. This Scope of Services is for the pre-design, design, bid services, and ESDC’s. The Consultant shall create a bid package that includes all construction work for the project in one single package.

Portions of this project are located in critical high traffic areas. Coordination with property owners and public to ensure minimization of impacts during construction. Alternate construction methods may be evaluated to help minimize these impacts.

The construction of a new sewer line running between Harrahs and The Venetian Hotels, and the abandonment of that portion of the existing sewer main that is presently under The Venetian’s parking structure will need to be constructed. Easements and Right-of-way acquisitions, coordination with the stakeholders, construction hours, and traffic control will be crucial elements in the construction Phase of this Project.

SCOPE OF WORK
The Scope of Work is divided into 6 tasks as listed below. The different tasks parallel the stages associated with project implementation. Each task consists of a series of separate activity efforts.

Task 1 – Project Management
Task 2 – Planning Study [Not Used]
Task 3 – Pre-design / Basis of Design Report

CCWRD Project No.736 – Collection System Capacity Upgrade Package 8
02/26/15
Task 4 – Detailed Design
Task 5 – Bid Period Services
Task 6 – Engineering Services during Construction
Task 7 – Construction Field Administration [Not Used]
Task 8 – Project Commissioning [Not Used]
Task 9 – Contingency [Not Used]
Task 10 – Additional Services
Task 1. PROJECT MANAGEMENT
Consultant shall perform the following:

1.1 Communications and Correspondence
Consultant shall include District Project Manager and back up on all project related communications and correspondences.

1.2 Meetings and Workshops
Consultant shall facilitate the execution of the following meetings and workshops:

1.2.1 Kick-off Meeting
Conduct a Kick-off meeting;

1.2.3 Progress/Status Meetings
Conduct monthly progress meetings;

1.2.4 Deliverable Review Workshops
Conduct review workshops identified in the table below.

<table>
<thead>
<tr>
<th>Pre-Design</th>
<th>Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft Basis of Design Report (including plan and profile 30%)</td>
<td>90 Percent Design Submittal</td>
</tr>
<tr>
<td></td>
<td>100 Percent Design Submittal</td>
</tr>
</tbody>
</table>

Consultant will adhere to the established District procedure and timelines for submittal reviews.

1.2.5 External Coordination Meetings
Consultant shall conduct 16 coordination meetings with:

1. CCPW (6 Estimated)
2. NDOT (2 Estimated)
3. LVVWD (2 Estimated)
4. NVE Distribution (1 Estimated)
5. Cox Communications (1 Estimated)
6. Southwest Gas (2 Estimated)
7. Century Link (1 Estimated)
8. Misc (1 Estimated)

District Project Manager or designee must be invited to attend any meetings with other entities.

1.3 Reviews, Approvals and Permits
Consultant shall assist the District with the procurement of the following:

1. Nevada Department of Transportation (NDOT) Encroachment Permit
2. Clark County Public Works (CCPW) Encroachment Permit

CCWRD Project No. 736 – Collection System Capacity Upgrade Package 8
02/26/15
3. Las Vegas Valley Water District (LVVWD) Review
4. Nevada Department of Environmental Protection (NDEP) NPDES Individual Discharge Permit
5. Nevada Department of Environmental Protection (NDEP) De Minimis Permit
6. Clark County Public Works (CCPW) Design Review
7. Southwest Gas Review
8. CenturyLink Review
9. Cox Communications Review
10. NV Energy (NVE) Distribution Review

1.4 Project Execution Plan [Not Used]

1.5 Schedule and Progress Reporting
Consultant shall prepare and provide schedule and progress reporting.
Schedule will be prepared using the District provided Schedule Template File as listed in Exhibit A1 11.1.2.

1.6 Construction Cost Estimates
Consultant shall prepare construction cost estimates for Basis of Design Reports and Detailed Design Submittals.

1.7 Project Coordination
Consultant shall perform project coordination for all activities internal to Consultant design team, including sub-consultants as well as assist the District with outside Agencies.

1.8 Invoicing
Consultant shall provide invoices in accordance with the requirements stated within the Agreement and District standards.
Tasks 5, 6, and 10 will be performed on a time and materials basis, all other Tasks identified herein shall be performed on a lump sum basis.

1.9 Quality Management
Consultant shall provide a quality management plan.

1.10 Assistance with Environmental Assessment Development [Not Used]

1.11 Document Control
All documents shall be submitted in accordance with District standards.

1.12 Risk Management [Not Used]

Task 2. PLANNING STUDY [Not Used]

Task 3. PRE-DESIGN / BASIS OF DESIGN REPORT
Consultant shall prepare a Pre-design / Basis of Design Report as follows:
CCWRD Project No.736 – Collection System Capacity Upgrade Package 8
02/26/15
3.1 Review Reference Documents
Consultant shall review and incorporate into the design the following documents and standards:

1. Las Vegas Valley Sewer Model Update, by MWH dated February 2014
2. CCWRD Project 709 Las Vegas Valley Manhole and Pipe Rehabilitation Package 6A, by Slater Hanifan Group Dated September 2014
3. CCWRD Design and Construction Standards
4. Available existing easements and Right-of-Ways

3.2 Background Information and Data Collection
Consultant shall gather the following information at project onset:

1. Field Survey project locations
2. CCTV existing sewer mains
3. LVVWD as-builts
4. Dry Utility as-builts
5. CCWRD as-builts
6. Check existing and planned projects of other Agencies
7. Check for “No-Cut” restrictions of other Agencies

3.3 Systems Evaluation
Consultant shall perform an options or alternatives assessment to determine an optimal cost-benefit design.

1. Alignment Evaluations - Consider installing new sewer mains in parallel (i.e. separate trench) as an alternative to remove and replace of pipe in the same trench to minimize sewer bypass efforts/costs; Where applicable, consultant shall consider relocating District assets that are on private property into ROW or existing easements.
2. Utility Relocations
3. Material Selections
4. Groundwater Dewatering Plan
5. Phasing of Improvements
6. Construction Considerations
7. Community Impacts (residences and business owners)

3.4 Recommend Improvements
Consultant shall prepare the following improvement recommendations:

1. Preliminary plans for the preferred alignments
2. Preliminary construction cost estimate
3. List of required easements and permits
4. List of required utility relocations/adjustments.

3.5 Basis of Design Report Outline
CCWRD Project No.736 – Collection System Capacity Upgrade Package 8
02/26/15
I. General  
   a. Background and Purpose  
   b. Design Criteria  
   c. Codes and Standards  

II. Recommended Capacity Upgrade Alignment  
   a. Existing Sewer System  
   b. Utility Relocations  
   c. Plan and Profile  
   d. Construction Phasing/Maintenance of Traffic  
   e. Right-of-Way  
   f. Special Considerations  

III. Pipeline Design Criteria  
   a. Pipeline Hydraulics  
   b. Material Selection  
   c. Pipeline design calculations  
   d. Odor Control (If Required)  

IV. Permits and Easements  
   a. Construction Access  
   b. Groundwater Discharge  
   c. Traffic Control  
   d. Encroachment Permit  

V. Cost and Schedule  
   a. Construction Costs  
   b. Construction Schedule  

VI. Final Deliverables of Final Design  
   a. Improvement Plans  
   b. Specifications  
   c. Permits  

VII. Appendix  
   a. Technical Memoranda  
   b. Meeting Notes  

Task 4. DETAILED DESIGN  
Consultant shall perform the following:  

4.1 Utility Location and Rights-of-Way  
Consultant shall research the above and below ground utilities within the affected areas of the project as well as determine all potential impacts from right-of-way, easements, and property information required.

CCWRD Project No.736 – Collection System Capacity Upgrade Package 8  
02/26/15
4.1.1  Easements
Consultant shall assist the District with the procurement of easements by way of:

4.1.1.1  Research
Research property ownership and provide title reports for 5 number of parcels.
   1. Provide title reports and research property ownership for up to 5 parcels.

4.1.1.2  Right-of-Way Field Work
Establish existing street Right-of-Way and critical property corners along pipeline alignment;
   1. Right-of-Way along the final alignment will be mapped and included in the design drawings.

4.1.1.3  Legals and Exhibits
Prepare legals and exhibits for easement acquisition;
   1. Provide any additional legals and exhibits needed for sewer in Project 21.
   2. Provide necessary legals and exhibits for Project 22, Part 1.

4.1.1.4  Appraisals
Prepare appraisals for easement acquisition;
   1. Appraisals will be provided under Task 10 if determined necessary during the design process for assistance in easement acquisition.

4.1.2  Survey Controls, Topography, and Utility Locations
Consultant shall establish survey controls (horizontal and vertical), provide 1-foot and 5-foot contours, and utility location field surveys.
This contract assumes up to 70 manholes will be surveyed (include two additional manholes in both upstream and downstream direction for potential future field adjustment purposes).

4.1.3  Record of Survey
Consultant shall prepare record of survey(s).
   1. A Record of Survey will be recorded to document existing survey monumentation used for this project.

4.1.4  Subsurface Utility Engineering (SUE)
Consultant shall provide SUE to determine utility locations and depths along pipeline alignment;
This contract assumes up to 19 potholes will be provided.

4.2  Field Investigations
Consultant shall provide the following field investigations:

4.2.1  Geotechnical
Provide geotechnical engineering services;
This contract assumes up to 7 borings will be provided;

4.2.2  Dewatering
Provide geotechnical engineering services to supplement groundwater dewatering design;
This contract assumes up to 2 monitoring wells will be provided;

4.2.3  Flow Monitoring [Not Used]
4.2.4 Closed Circuit Televising
Conduct closed circuit televising (including verifying laterals).
   1. Project 21 – Existing Venetian sewer from MH SHC9 to SHC8
   2. Project 22, Part 3 – Existing sewer on McLeod from MH FT36D to FT36B
   3. Project 22, Part 4 – Existing sewer on Harmon from TRS5 to TRS4

4.3 Prepare Plans and Specifications
Consultant shall prepare the following:

4.3.1 Contract Documents
Prepare plans and specifications to bid and construct facilities as recommended in the Basis of Design Report, and as directed by the District.
Design includes: Construction of pipeline and manholes, existing pipe and manhole demolition and removal, existing manhole rehabilitation, utility relocations as needed, and infrastructure restoration.

4.3.2 Codes and Standards
Prepare plans and specifications in accordance with the latest editions of the pertinent codes and regulations, as adopted by the District.

4.3.2.1 Design Compliance to Standards Certification
Provide Design Compliance to Standards Certification.

4.3.3 Format
Prepare all document pages, including specifications and drawings, to show the District Project #: The District Project # shall be located in the foot note on specifications and other written documents, and under the project name in every drawing. The specific text shall read “CCWRD # 736 – Collection System Capacity Upgrade – Package 8”.

4.3.4 Submittal
Submit half size sets of progress plans and technical specifications to the District for review and comment at the 90 percent, and 100 percent complete stage of design.

4.3.5 Specifications
Prepare specifications in 2004 CSI format.

4.3.6 Submittal Schedule Preparation
Provide Submittal Schedule Preparation in compliance with Exhibit A1.

4.3.7 Asset Cost Allocation Schedule

Task 5. BID PERIOD SERVICES
Consultant shall perform the following:

5.1 Distribution of Contract Documents
Utilize DemandStar for document distribution service.

5.2 Response to Bid Period Questions
Respond to questions in accordance with District standards.
CCWRD Project No.736 – Collection System Capacity Upgrade Package 8
02/26/15
5.3 Pre-bid Conference
Attend a pre-bid conference.

5.4 Addenda
Prepare addenda(s) to contract documents during bidding period.

5.5 Bid Opening and Review
Assist the District in the review of the Bids.

5.6 Conformed Documents
Prepare Conformed Plans and Specifications.

Task 6. ENGINEERING SERVICES DURING CONSTRUCTION
Consultant shall perform the following:

6.1 Coordination
Manage and coordinate Design Team to provide engineering support during construction. Coordinate, prepare for and attend 1 pre-construction and 32 weekly progress meetings and 8 monthly site visits.

6.2 Submittal Review
Manage, review, approve (or reject as necessary) and document / log the contractor technical submittals and/or shop drawings for compliance with the contract documents. The Consultant shall anticipate two (2) review cycles for all submittals.
The number of submittals shall be assumed as 200 (1 hour each).

6.3 Contract Documents Interpretation and Clarification
Interpret the technical content of drawings and specifications with respect to requests for clarification and/or deviation from them. Review, document, recommend specific action, and respond to all requests for information.
The number of RFIs shall be assumed as 75 (2 hours each).

6.4 Change Order Assistance
Prepare drawings / sketches, specifications, cost estimates for contractor change orders and assist in negotiations.

6.5 Substantial and Final Completion
Attend a substantial completion and a final completion inspection walk through.

6.6 Final Job Walk Audit
Schedule and facilitate a final job walk audit with the District Project Manager.

6.7 Final Record Drawings
Prepare final record drawings.
Task 7. CONSTRUCTION FIELD ADMINISTRATION [Not Used]

Task 8. PROJECT COMMISSIONING [Not Used]

Task 9. CONTINGENCY [Not Used]

Task 10. ADDITIONAL SERVICES
Consultant shall perform additional services only as authorized in writing by the District. Consultant shall start the activity only upon receipt of written approval from District. Services may include but are not limited to:

1. Groundwater Contamination / Additional Groundwater Testing
2. Additional potholing
3. Additional Geotechnical/ Environmental Efforts
4. Additional Legal Descriptions/ Title Reports/ Appraisals/ Easement Acquisition Support
5. Flow Monitoring
6. Additional Field Survey
7. Community Outreach Support
8. Additional Agency/ Utility Permitting Support
9. Additional Submittals and/or Reviews
10. Additional Request for Information (RFI) Support

RESPONSIBILITIES OF THE DISTRICT
District will provide to the Consultant the following:

LIST OF FILES TO BE PROVIDED TO CONSULTANT

1. EXCEL
   a. Stakeholders Tracker
   b. Invoice Cover Page template
   c. Contract Analysis Spreadsheet for Construction Portion
   d. Template for Creation of S Curve for Monthly Progress Report
   e. Board of Trustees calendar chart with due dates. This needs updating each calendar year (excel)
   f. Asset Cost Allocation Schedule template
   g. Construction Submittal Schedule template
   h. Submittal Review Comment Spreadsheet
   i. GIS Subsurface Exploration Metadata

2. Microsoft Project
   a. Standard Template for Project Scheduling
3. District Forms
   a. Strategic Services
      i. Community Outreach Traffic Impact Notification Form
      ii. Community Outreach Changes to Traffic Control Form

4. PDF
   a. Nevada State Division of Water Resources
      i. Affidavit Of Intent To Abandon A Monitoring Well – For ROW & CCWRD Easements

ATTACHMENT 1 TO EXHIBIT A, PRELIMINARY PROJECT SCHEDULE
Preliminary Project Schedule is identified hereinafter.

ATTACHMENT 2 TO EXHIBIT A, PROJECT MAP
Project Map showing all segments of the project is identified hereinafter.
EXHIBIT B
MILESTONES

COVER PAGE
## Exhibit B

**Milestones**

**Project No. 736 - Collection System Capacity Upgrade Package 8**

### Planning Milestones

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Percentage of Work</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of the Final Planning Study Report</td>
<td>0%</td>
<td>$</td>
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</table>

### Design Milestones

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Percentage of Work</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of Basic Services of Contract Administration (billed monthly through course of the design and construction period)</td>
<td>13.7%</td>
<td>$90,030.00</td>
</tr>
<tr>
<td>Completion of Basis of Design Report</td>
<td>17.4%</td>
<td>$114,220.00</td>
</tr>
<tr>
<td>Completion of 90% Construction Documents</td>
<td>24.6%</td>
<td>$161,395.00</td>
</tr>
<tr>
<td>Completion of 100% Construction Documents</td>
<td>5.6%</td>
<td>$36,635.00</td>
</tr>
<tr>
<td>Bid Period Assistance</td>
<td>2.6%</td>
<td>$17,060.00</td>
</tr>
<tr>
<td>Utility Location / (19) Potholes / Ties / Hard Copy / Electronic Files</td>
<td>3.2%</td>
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<tr>
<td>Geotechnical Report / Hard Copy / Electronic Files</td>
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### Engineering Services During Construction Milestones

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<th>Milestone</th>
<th>Percentage of Work</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Services during Construction (to be paid in equal monthly payments upon the issuance of Administrative Notice to Proceed)</td>
<td>13.8%</td>
<td>$90,560.00</td>
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**Subtotal**

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<tbody>
<tr>
<td>87.2%</td>
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### Additional Services

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<tbody>
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<td>Prior District written authorization required.</td>
<td>$83,918.60</td>
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### Deliverables / Report / Study / Service

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<tr>
<th>Deliverables / Report / Study / Service</th>
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<tr>
<td>Boundary Survey / Map / Legal Description / Hard Copy / Electronic Files</td>
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<tr>
<td>Topographic Survey / Map / Hard Copy / Electronic Files</td>
<td>$</td>
</tr>
<tr>
<td>Traffic Study / Hard Copy / Electronic Files</td>
<td>$</td>
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</table>

**Subtotal**

<table>
<thead>
<tr>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

### Conformed Documents

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individually sets of drawings per engineering agreement (originals shall be stamped and corrected by CONSULTANT and re-plan checked as necessary to reflect revised bid addenda and clarifications, if necessary) / Electronic Files</td>
<td>$</td>
</tr>
</tbody>
</table>

**Subtotal**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

**Grand Total**

<table>
<thead>
<tr>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>$655,000.00</td>
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## EXHIBIT B1

### Task Description

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<th>Hours</th>
<th>Total Basic Services Fee</th>
<th>Total Basic Services Fee - 5% Markup</th>
<th>Total Basic Services Fee - 5% Markup with 5% Markup</th>
<th>Direct Expenses</th>
<th>Other Direct Costs</th>
<th>Total</th>
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<tbody>
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<td>4103</td>
<td>4103</td>
<td>197400</td>
<td>48 32 54 46 8 24 24 0 0 0 0 0 0 236</td>
<td>4103</td>
</tr>
</tbody>
</table>

### 1. PROJECT MANAGEMENT

- 1.1 Correspondence and Communications
- 1.2 Project Management/Additional Grader
- 1.3 Subconsultant: Land Surveyor
- 1.4 CAD/Drafting
- 1.5 Data Collection

### 2. PLANNING STUDY

- 2.1 Reviews of Reference Documents
- 2.2 Background Information and Data Collection
- 2.3 Planning Study

### 3. DATA COLLECTION

- 3.1 Review of Existing Documents
- 3.2 Background Information and Data Collection
- 3.3 Field Investigations

### 4. CONSTRUCTION FIELD ADMINISTRATION

- 4.1 Field Investigations
- 4.2 Change Order Assistance
- 4.3 Substantial and Final Completion

### 5. ENGINEERING SERVICES DURING CONSTRUCTION

- 5.1 Substantive Project Management
- 5.2 Substantial Revise
- 5.3 Reduction of Interim&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;Document Interpretation and Clarification

### 6. CONSTRUCTION COMMISSIONING

- 6.1 Final Record Drawings
- 6.2 Change Order Assistance
- 6.3 Change Order Assistance

### Additional Services

- 7. CONSTRUCTION FIELD ADMINISTRATION (Not Used)
- 8. PROJECT COMMISSIONING (Not Used)
- 9. ADDITIONAL SERVICES

### Total

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<thead>
<tr>
<th>Minutes</th>
<th>90,030.00</th>
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<th>90,560.00</th>
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<td>88,000.00</td>
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<td>Direct Expenses</td>
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<tr>
<td>Other Direct Costs</td>
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<tr>
<td>Total</td>
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EXHIBIT C
HOURLY RATE SCHEDULE
(Additional Services and Additional Reimbursable Expenses)
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Task 1 - Groundwater Quality Impact Evaluation</th>
<th>Task 2 - Drilling and Sampling</th>
<th>Task 3 - Laboratory Testing</th>
<th>Task 4 - Engineering Evaluations, Conclusions and Reporting</th>
<th>Task 5 - Groundwater Quality Testing (1 Location)</th>
<th>Task 6 - Aquifer Slug Test and Technical Memorandum (1 Location)</th>
<th>Task 7 - Dewatering Conceptual Design (1 Location)</th>
<th>Task 8 - Review and Provide</th>
<th>Task 9 - Monitoring Well Abandonment (1 Location)</th>
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<td>Base Scope</td>
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<td>Geotechnical Borings - Core, Air-knife, drill, sample, backfill, patch (up to 185 feet)</td>
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<td>Aquifer Slug Test and Groundwater Model</td>
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Base Scope Fees, Tasks 1 through 4 = $45,000

Subtotal = $6,000 /location

Subtotal = $12,000 /location

Subtotal = $6,000 /location

Subtotal = $5,000

Subtotal = $2,500 /location
EXHIBIT D

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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 recuse themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

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

Detailed Instructions

All sections of the Disclosure of Ownership Form must be completed. If not applicable, write in N/A.

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

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

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

- Minority Owned Business Enterprise (MBE): An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- Women Owned Business Enterprise (WBE): An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- Physically-Challenged Business Enterprise (PBE): An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- Small Business Enterprise (SBE): An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
- Veteran Owned Business Enterprise (VET): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- Disabled Veteran Owned Business Enterprise (DVET): A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- Emerging Small Business (ESB): Certified by the Nevada Governor’s Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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

For All Corporations – (Not required for publicly-traded corporations)

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

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

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). This will also include Clark County Detention Center.

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 are 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.
# DISCLOSURE OF OWNERSHIP/PRINCIPALS

**Business Entity Type (Please select one):**
- [ ] Sole Proprietorship
- [ ] Partnership
- [x] Limited Liability Company
- [ ] Corporation
- [ ] Trust
- [ ] Non-Profit Organization
- [ ] Other

**Business Designation Group (Please select all that apply):**
- [ ] MBE
- [ ] WBE
- [ ] SBE
- [ ] PBE
- [ ] VET
- [ ] DVET
- [ ] ESBE
- [ ] Minority Business Enterprise
- [x] Women-Owned Business Enterprise
- [ ] Small Business Enterprise
- [ ] Physically Challenged Business Enterprise
- [ ] Veteran Owned Business
- [ ] Disabled Veteran Owned Business
- [ ] Emerging Small Business

**Number of Clark County Nevada Residents Employed:**
- [ ] 9

**Corporate/Business Entity Name:**
- The WLB Group, Inc.

**Street Address:**
- 4444 E. Broadway Blvd.

**City, State and Zip Code:**
- Tucson, AZ 85711

**Telephone No.:**
- 520-881-7480

**Nevada Local Street Address:**
- 3663 E. Sunset Rd, Suite 204

**City, State and Zip Code:**
- Las Vegas, NV 89120

**Fax No.:**
- 520-881-7492

**Telephone No.:**
- 702-458-2551

**Email:**
- bwalker@wlbgroup.com

**Website:**
- www.wlbgroup.com

**POC Name:**
- William Walker

**Email:**
- bpatterson@wlbgroup.com

**POC Name:**
- Brian Patterson

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

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

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)</th>
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<tbody>
<tr>
<td>William C. Walker</td>
<td>President</td>
<td>75%</td>
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<tr>
<td>Michael Byrne</td>
<td>Vice President</td>
<td>25%</td>
</tr>
</tbody>
</table>

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?  
- [ ] Yes  
- [x] No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - [ ] Yes  
   - [x] No

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - [ ] Yes  
   - [x] No

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]

Brian Patterson

Print Name

Director of Operations

Date 02/27/15

REVISED 7/29/2014
**DISCLOSURE OF RELATIONSHIP**

List any disclosures below:
(Mark N/A, if not applicable.)

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL</th>
<th>COUNTY* EMPLOYEE/OFFICIAL'S DEPARTMENT</th>
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<td>N/A</td>
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* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

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

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

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

---

**For County Use Only:**

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

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

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

Notes/Comments:

Signature
Brian Patterson
Print Name
Authorized Department Representative
EXHIBIT E
INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

CONSULTANT shall provide DISTRICT with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this CONTRACT within seven (7) calendar days after the award by DISTRICT. 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 CONTRACT and any renewal periods.

2. BEST KEY RATING

DISTRICT requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. DISTRICT COVERAGE

DISTRICT, its officers and employees must be expressly covered as additional insureds except on workers’ compensation insurance coverages. CONSULTANT’S insurance shall be primary as respects DISTRICT, its officers and employees.

4. ENDORSEMENT / CANCELLATION

CONSULTANT’S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONSULTANT’S contractual obligation of additional insured to DISTRICT. All policies must note that DISTRICT 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. DEDUCTIBLES

All deductibles and self-insured retentions shall be fully disclosed in the Certificates of insurance and may not exceed $25,000.

6. 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.

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, CONSULTANT shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a ‘per occurrence’ basis only, not ‘claims made’, and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, CONSULTANT shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONSULTANT and any auto used for the performance of services under CONTRACT.

9. WORKERS’ COMPENSATION

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

10. FAILURE TO MAINTAIN COVERAGE

If CONSULTANT fails to maintain any of the insurance coverages required herein, DISTRICT may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. DISTRICT may collect any replacement insurance costs or premium payments made from CONSULTANT or deduct the amount paid from any sums due CONSULTANT under CONTRACT.
11. **ADDITIONAL INSURANCE**

CONSULTANT is encouraged to purchase any such additional insurance as it seems necessary.

12. **DAMAGES**

CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of DISTRICT, caused in whole or in part by CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.

13. **COST**

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

14. **INSURANCE SUBMITTAL ADDRESS**

All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District Purchasing and Contracts Department, Attention: Insurance Coordinator. See below Paragraph 15.H. for the appropriate mailing address.

15. **INSURANCE FORM INSTRUCTIONS**

The following information must be filled in by CONSULTANTS' Insurance Company representative:

A. Insurance Broker's name, complete address, contact name, phone and fax numbers.

B. CONSULTANT'S name, complete address, phone and fax numbers.

C. Insurance Company's Best Key Rating

D. 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)

E. Automobile Liability (Any Auto)

   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

F. Worker's Compensation

G. Description: Project 736, COLLECTION SYSTEM CAPACITY UPGRADE - PACKAGE 8 (must be identified on the initial insurance form and each renewal form).

H. Certificate Holder

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

I. Appointed Agent Signature to include license number and issuing state.
<table>
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<tr>
<th>COVERAGES</th>
<th>INSURED</th>
<th>PRODUCER</th>
<th>CERTIFICATE NUMBER</th>
<th>REVISION NUMBER</th>
<th>ISSUED TO:</th>
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<tbody>
<tr>
<td>4. GENERAL LIABILITY</td>
<td>INSURER A</td>
<td>1. INSURANCE BROKER'S NAME ADDRESS</td>
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<td>6. AUTOMOBILE LIABILITY</td>
<td>INSURER B</td>
<td>2. CONSULTANT'S NAME ADDRESS PHONE &amp; FAX NUMBERS</td>
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<td>7. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>INSURER C</td>
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**DESCRIPTION**:
- CLARK COUNTY WATER RECLAMATION DISTRICT
- SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
- AUTHORIZED REPRESENTATIVE

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Version 1.01
THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DEPARTMENT 5857 EAST FLAMINGO ROAD LAS VEGAS, NEVADA 89122

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.
EXHIBIT F
CONTRACTOR/CONSULTANT TRAVEL POLICY

PURPOSE:

This document provides detailed rules and establishes procedures for all OWNER Contractor/Consultants incurring business travel expenses related to services provided to the OWNER 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 OWNER. 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 OWNER.

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 OWNER 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 OWNER will not pay for navigation systems, cellular telephones, upgrade in class, or other options provided by the rental company. OWNER 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 OWNER 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.

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 OWNER personnel in writing.

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

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

MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL

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

MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS

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

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

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

REIMBURSEMENT

All original receipts must be submitted for items not included in Per Diem, including all transportation (airfare/bus/rail, etc.), rental car, airport parking fees, and fuel for rental car.
EXHIBIT G
SPECIAL CONDITIONS – SAFETY AND SECURITY REQUIREMENTS

Safety Requirements

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

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

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

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

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

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

Any safety questions shall be made to:
OWNER Safety Officer
702-668-8000
EXHIBIT G
SPECIAL CONDITIONS – SAFETY AND SECURITY REQUIREMENTS

Security Requirements

The OWNER facilities are secure sites. The ENGINEER shall not allow any unauthorized personnel into the OWNER facilities while performing the work.

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

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

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

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

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

General Security Procedures:

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

Any security questions shall be made to:
OWNER Safety/Security Administrator
702-688-8000
EXHIBIT H
SUBCONTRACTOR INFORMATION

DEFINITIONS

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

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

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

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified OWNER projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

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

1. Subcontractor Name:__________________________________________
   Contact Person:__________________________________ Telephone Number:________________________
   Description of Work:________________________________________
   Estimated Percentage of Total Dollars:___________________________
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

2. Subcontractor Name:__________________________________________
   Contact Person:__________________________________ Telephone Number:________________________
   Description of Work:________________________________________
   Estimated Percentage of Total Dollars:___________________________
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

3. Subcontractor Name:__________________________________________
   Contact Person:__________________________________ Telephone Number:________________________
   Description of Work:________________________________________
   Estimated Percentage of Total Dollars:___________________________
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

4. Subcontractor Name:__________________________________________
   Contact Person:__________________________________ Telephone Number:________________________
   Description of Work:________________________________________
   Estimated Percentage of Total Dollars:___________________________
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

☐ No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.