AGREEMENT FOR ENGINEERING SERVICES

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

MWH AMERICAS, INC.

THIS AGREEMENT is made and entered into this ____ day of May, 2011, by and between
CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and
MWH AMERICAS, INC., a California Corporation, hereinafter referred to as "ENGINEER"), for the
PROJECT DEFINITION, ENGINEERING SERVICES, AND DESIGN-BUILD PROCUREMENT
FOR THE CENTRAL PLANT MEMBRANES – PHASE 2, CCWRD PROJECT NO. 656,
(herinafter 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 to the extent caused by, resulting from, or arising out of ENGINEER’S negligent performance in its design, drawings, specifications, reports and other services. Permitted or required approval by the OWNER of any products or services furnished by ENGINEER, including data or information obtained from other sources, shall not in any way relieve the ENGINEER of responsibility for the professional and technical accuracy of its work. OWNER review, approval, acceptance, or payment for any of ENGINEER’S services herein shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT, and ENGINEER shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to OWNER caused by ENGINEER’S negligent acts, errors or omissions in performance of this AGREEMENT.

C. ENGINEER shall assign Mr. Michael Priest, Project Manager to manage the PROJECT DEFINITION, ENGINEERING SERVICES, AND DESIGN-BUILD PROCUREMENT FOR THE CENTRAL PLANT MEMBRANES – PHASE 2, CCWRD PROJECT NO. 656. All services specified by this AGREEMENT shall be performed by the Project Manager, ENGINEER’S sub-consultants and key employees identified in the ENGINEER’S proposal under the personal supervision of the Project Manager. All employees identified in the ENGINEER’S cost proposal shall be subject to approval by OWNER’S representative. The Project Manager, the key members of the project team, as well as any sub consultants used on the project are to be locally based in Clark County, Nevada and reside in the Clark County area for the duration of the project. Beside the ability to coordinate and communicate with District staff quickly and effectively, this requirement is intended to reduce project costs by avoiding unnecessary travel costs not incidental to the work required herein. ENGINEER must acknowledge its commitment to this requirement by specifically identifying the Project Manager, the team members, and the sub consultants to be assigned to this project at time of the Proposal submittal. Should the Project Manager,
or any key employee of ENGINEER be unable to complete his or her responsibility for any reason, the ENGINEER will replace him or her with a qualified person whom the OWNER’S representative finds satisfactory. If ENGINEER fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default.

D. All materials, information, and documents, whether finished, unfinished, obtained from other sources, or drafted, developed, prepared, completed, or acquired by ENGINEER during the performance of services for which it has been compensated under this AGREEMENT, including without limitation the original mylar drawings, detail specifications, design calculations, data, studies, surveys, reports, correspondence, memoranda, maps, models, photographs, drawings and audio or video recordings but excluding proprietary processes, techniques or procedures developed by ENGINEER at no cost to the Owner, shall become the property of OWNER and shall be delivered to the OWNER’S representative upon completion or termination of this AGREEMENT whichever occurs first. ENGINEER shall not be liable for damages, claims, and losses arising out of any reuse of the plans and detail specifications on any other project without the written authorization of the ENGINEER.

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

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

G. ENGINEER shall be responsible for 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 Section I shall not, however, relieve ENGINEER from complying with professional standards in fulfilling the terms of the AGREEMENT, including opinions of cost, financial analyses, economic feasibility projects, schedules for potential projects, and data and information obtained from other sources.

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

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

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

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

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

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

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

ENGINEER shall return original data provided by OWNER.

SECTION III
SCOPE OF SERVICES

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

SECTION IV
CHANGES TO SCOPE OF SERVICES

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

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

SECTION V
ADDITIONAL SERVICES OF ENGINEER

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

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

SECTION VI

COMPENSATION AND TERMS OF PAYMENT

A. General Progress Payments:

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

B. Compensation and Method of Payment for Engineering Services:

1. The OWNER shall pay the ENGINEER for services in Section III, Scope of Services, Exhibit A, Parts 1 through 7 a cost not to exceed $6,964,643.

2. Payment of the not to exceed amount shall follow the Board of Trustees approval and be in accordance with the ENGINEER'S estimate of the percentage of project completion as approved by the OWNER'S representative. Payment shall be due within 30 days after the date of receipt and approval by OWNER'S representative of monthly invoices describing the work performed during the preceding month.

3. The OWNER agrees to pay ENGINEER for any services described in Section V: A, Additional Services of Engineer, only if the services are requested in writing by the OWNER'S representative. Payment will be in accordance with Paragraphs 1 and 2 of this section for additional services rendered in connection with the additional document provided by the District. Additional services to be requested are identified in Part 8 under Scope of Services, Exhibit A. An amount up to, but not exceeding $670,545 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 $7,635,188.

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

5. Invoicing for contract requirements are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of completion of work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 OWNER shall not provide payment on any invoice ENGINEER submits after six (6) months from the date ENGINEER performs services, or provides deliverables or milestones. All invoices should include the following information:

a. Company Name
b. Complete Address (including street, city, state, and zip code)
c. Company Telephone Number
d. Contact person
e. Itemized description of services rendered (including dates)
f. OWNER'S Purchase Order Number
g. Company's Tax Identification Number
h. Project and RFP Number
i. Itemized pricing and total amount due (excluding Sales and Use Tax)
j. Company Invoice Number

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

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

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

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

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

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

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

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

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 the ENGINEER requires sub consultant to perform some of the engineering services required herein, the ENGINEER shall procure the services through Request for Proposal process. It is understood and agreed that compensation for the above mentioned services, which is included in the costs outlined in Section VI (B)(3), includes a handling charge not to
exceed 10% to reflect increased expenses to ENGINEER. If such subcontractors are not utilized, or utilized to a lesser extent than originally projected, such compensation may be reduced accordingly. OWNER may require verification of all amounts paid subcontractors by ENGINEER.

12. Upon satisfactory completion by ENGINEER of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by OWNER, which acceptance will not be unreasonably withheld, ENGINEER will, within sixty (60) days of OWNER’S receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.

13. OWNER may withhold any payment or portion thereof which is disputed until such time as the dispute is resolved without paying any interest associated with the payments withheld.

SECTION VII
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION VIII
SUBCONTRACTS

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

B. Prior to considering ENGINEER’S request to subcontract or change subcontractors the ENGINEER shall provide a one or two page written report to OWNER stating what talents, skills and experience the subcontractor brings to the project to include past performance of subcontractor in management ability, cost control, timely performance and thoroughness of work on projects similar to OWNER’S project.
C. Approval by OWNER of ENGINEER'S request to subcontract or to change subcontractors or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve ENGINEER of responsibility for the professional and technical accuracy and adequacy of the work. ENGINEER shall be and remain liable for all damages to OWNER caused by negligent performance or nonperformance of work under the AGREEMENT by ENGINEER'S subcontractor or their sub-subcontractor.

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

SECTION IX
TIME SCHEDULE

ENGINEER shall furnish OWNER'S representative a schedule for performance of services not later than 10 calendar days after ENGINEER receives written notice to proceed from OWNER'S representative. The schedule shall set forth not more than 1827 calendar days from Notice to Proceed for Parts 1 through 7, including any additional services authorized by the District, as a period of time which may reasonably be required to complete the services identified in Exhibit A and shall terminate on May 10, 2016. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the ENGINEER will provide a 14-calendar day allowance for each OWNER review period. If the ENGINEER'S performance of services is delayed or if the ENGINEER'S sequence of tasks is changed, he shall notify the OWNFR'S representative in writing of the reasons for the delay. The ENGINEER shall then prepare a revised schedule for performance of services and submit the revised schedule to the OWNER'S representative. The ENGINEER shall perform and complete the work according to the schedule furnished to OWNER'S representative. If the ENGINEER is delayed by conditions within his control, as determined by OWNER after consultation with the ENGINEER, OWNER shall have the right to increase the percentage withheld from monthly payments under Section VI:B of this AGREEMENT until such time as the ENGINEER has complied with the schedule requirements or presented an acceptable plan for such compliance.
Such withholdings by OWNER will not require payment of interest under the provisions of Section VI:B.

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

SECTION X

MISCELLANEOUS PROVISIONS

A. Suspension

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

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

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

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

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

5. Upon receipt of a termination notice pursuant to paragraphs 1 and 2 above, the
ENGINEER shall:
a. promptly discontinue all services affected (unless the notice directs otherwise);
and
b. deliver or otherwise make available to the OWNER all materials, information
   and documents as defined in Paragraph D of Section I, Responsibility of the
   ENGINEER.
6. Upon termination pursuant to paragraphs 1 and 2 above, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any uncompleted work of the ENGINEER delivered to the OWNER due to cancellation of all or portions of the work or contract termination, which is utilized by the OWNER in any way, shall have the ENGINEER’S name and seal removed.

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

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

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

C. Covenant Against Contingent Fees

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

D. Gratuities

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

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

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

E. Insurance

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

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

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

4. The ENGINEER’S Comprehensive General Liability insurance policy 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 hold OWNER harmless against any and all claims, action, or demands against OWNER and against any and all damages, liabilities, or expenses, including attorney fees, for injury to or death of any person and for loss of or damage to any and all property,
arising out of the negligent acts, errors or omissions of ENGINEER under this AGREEMENT.

G. Fair Employment Practices

As provided in NRS 338.125, it is unlawful for any contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, sex, sexual orientation or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation or age.

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

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

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

H. Covenant

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

I. Assignment

Any attempt by ENGINEER to assign or otherwise transfer any interest in this
AGREEMENT other than to an affiliate of ENGINEER 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 April 11, 2011
C. *Exhibit B: ENGINEER’S Fee Estimate dated April 11, 2011
   *Exhibit B-1: ENGINEER’S Fee Schedule dated April 14, 2011
D. Exhibit C: Insurance Requirements
E. Exhibit D: Disclosure of Ownership
F. Exhibit E: District Contractor/Consultant Travel Policy
G. Exhibit F: Special Conditions - Safety and Security Requirements

*ENGINEER’S Fee Estimate attached hereto as Exhibit B of this AGREEMENT will remain
in effect at the rates specified throughout the term of the Agreement, unless a price
adjustment is approved by the OWNER, which may be subject to Board approval.

K. Governing Law

Nevada law shall govern the interpretation of this AGREEMENT.

L. Attorney’s Fees and Costs

In any action brought to enforce this AGREEMENT, the prevailing party is entitled to
reasonable attorney’s fees and costs.
M. Disclosure of Ownership/Principals

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

N. Fiscal Funding Out

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

O. Right to Market

The District does not participate in any advertisements that directly or imply an endorsement by the District, or that the work done on the District’s behalf may be summarized or reported for a business purpose.

P. Notice

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

TO OWNER:  CLARK COUNTY WATER RECLAMATION DISTRICT
STEPHANIE HERRMANN, PROJECT ENGINEER
JEAN HUTTON, PURCHASING ANALYST II
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122
PHONE (702) 668-8147; (702) 668-8097
FAX (702) 668-9140; (702) 668-9090

TO ENGINEER:  MWH AMERICAS, INC.
STEVEN P. WEBER, Ph. D., VICE PRESIDENT
3010 WEST CHARLESTON BLVD., #100
LAS VEGAS, NV 89102
PHONE (702) 878-8010
FAX (702) 878-7833
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By: RICHARD MENDES
   General Manager

By: BRIDGETTE McINALLY
   Financial Services Manager

MWH AMERICAS, INC.

By: MIKE B. WATSON
   Vice President - West Division Director

By: STEVEN P. WEBER, Ph. D.
   Vice President - Las Vegas Location Manager

APPROVED AS TO LEGALITY ONLY:
DAVID ROGER, DISTRICT ATTORNEY

By: CAROLYN CAMPBELL
   Deputy District Attorney
EXHIBIT A
SCOPE OF SERVICES

CCWRD PROJECT NO. 656
CENTRAL PLANT MEMBRANES – PHASE 2
PROJECT DEFINITION, ENGINEERING SERVICES, AND DESIGN-BUILD PROCUREMENT

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PURPOSE OF EXHIBIT

The purpose of this Exhibit A is to establish the Scope of Services, Time of Performance, and the Budget Estimate to be provided by MWH Americas, Inc. (Consultant) to the Clark County Water Reclamation District (District) in connection with the Project 656 Central Plant Membranes – Phase 2.

PROJECT BACKGROUND

The District is currently constructing Phase 1 of a multiple phase project to install membrane filtration and ozone disinfection systems to increase tertiary treatment capacity, reliability and effectiveness, and enhance effluent quality at the District’s Central Plant (CP) and Advanced Water Treatment (AWT) Plant. The Phase 1 facilities will provide 30-mgd of average dry weather capacity. Construction of Phase 1 is scheduled to be completed in 2013.

In the Fall of 2010, the District held two design charrettes with external expert panel members to evaluate and select various technical attributes and overall project delivery for Phase 2. The two charrettes and subsequent District decisions resulted in the following approach for Phase 2:

- Treatment processes shall be sited at the Central Plant in proximity to the existing tertiary filters and disinfection processes,
- Filtration shall consist of an additional thirty (30) mgd (annual average flow) of membrane treatment,
- Disinfection shall consist of an additional 95 mgd (annual average flow) of ozone disinfection. This disinfection capacity is intended to treat the thirty (30) mgd of membrane filtrate and 65 mgd of existing media filter effluent,
- The existing UV systems at the CP will be utilized in conjunction with the new ozonation processes, pending evaluation of alternatives and preliminary design development,
- A centralized oxygen supply system will be constructed to serve Phase 1 and Phase 2 ozonation processes, and may consist of bulk liquid oxygen storage and vaporization; or onsite oxygen generation,
- The overall project delivery method will be Design-Build consistent with the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) requirements.

The new Phase 2 facilities will be operated as a parallel treatment train to existing facilities. New ancillary facilities, consisting of conveyance piping, chemical storage and feed systems, and fine screening will serve the new membrane/ozone facilities.

Project 656 Scope of Services represents the following major activities for Phase 2:

- Project administration,
- Project definition and development,
- Engineering services in connection with preliminary design,
- Design-Build procurement services:
  - Request for Preliminary Proposals development,
  - Request for Final Proposals development,
  - Project Bidding service,
• Engineering services during design-build.

Design-Build services will be provided by others to prepare final design, construction, and commissioning the Phase 2 expansion to the District's tertiary treatment facilities.
SCOPE OF SERVICES

This scope defines the services to be provided by the Consultant to the District for procuring the design and construction of the Phase 2 Central Plant Membranes. These services will be performed to define and clarify the District's requirements for the Project, to identify and obtain available data regarding District’s objectives and develop contract documents required to solicit and procure a Design-Build Contractor (DB Contractor) for execution of the work.

Services provided by Consultant shall consist of the following tasks, activities, and deliverables described herein, and shall be based on the assumptions provided herein. The major tasks to be completed under this scope of services are listed below and described in detail on the following pages.

The Scope of Work is divided into eight (8) Parts as listed below.

- Part 1 – Project Administration
- Part 2 – Project Definition
- Part 3 – Engineering Services
- Part 4 – Request for Preliminary Proposals
- Part 5 – Request for Final Proposals
- Part 6 – Project Bidding
- Part 7 – Engineering Services during Design-Build
- Part 8 – Additional Services
- Responsibilities of District

In the performance of the work, the Consultant may utilize personnel and resources from its affiliated companies.

PROJECT DURATION ASSUMPTIONS

The various Parts and Tasks of this Project assume contract times in accordance with the attached preliminary project schedule, Exhibit A-1 – Preliminary Project 656 Schedule. This schedule allows for a total project duration of forty-eight (48) months from Notice to Proceed for this project to the DB Contractor’s Notice of Final Completion. This duration is divided into the following approximate periods:
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</tr>
<tr>
<td>8.</td>
<td>Total Project Duration (excluding post-operational and performance warranty period)</td>
<td>48</td>
</tr>
</tbody>
</table>

* Durations shown are not additive. Parts and Tasks overlap in schedule. Refer to preliminary project schedule for anticipated project workflow.

Other Parts and Tasks as described herein are anticipated to be performed in parallel with the overall project critical path schedule. The anticipated project duration that is summarized above does not include post construction activities.

Project delays may require authorization of Additional Services related to each of the impacted activities (e.g., project administration, progress meetings, etc.).

**PART 1 – PROJECT ADMINISTRATION**

**Objective:** The Consultant is responsible for the management and administration of services provided by Consultant to the District. This management is to extend across each Part of this project as defined herein. The goal of this Part is to provide oversight, monitoring, and reporting of technical progress, budget, schedule, and quality, and to provide coordination and communication with team members and the District.

**Task 1.1 – Project Administration and Meetings**

The Consultant will establish internal Project controls to monitor status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed by the Consultant routinely with the District’s Design Project Manager and/or Construction Project Manager. This subtask also consists of execution and administration of sub-consultant contracts.

The Consultant Project Manager will coordinate efforts with the District Project Manager.

Consultant will be responsible for schedule and progress reporting, project status reporting, and maintenance of the issues-decision log throughout the project’s duration.

Consultant shall hold or participate in meetings related to specific project activities as defined in the tasks throughout the scope of services. For the purposes of project administration it is assumed that one status review meeting of approximately two (2) hour duration will be held each month throughout the project duration.
Task 1.2 – Communications and Correspondence

Project correspondence will flow through (or be copied to) the District Project Manager. E-mail will be the predominant form of communication. The Consultant will issue project related correspondence to the District as needed. Correspondence shall note the project name and project number.

Task 1.3 – Project Accounting

The Consultant shall establish and maintain a project accounting system to organize and track its project costs. The Consultant shall also prepare and submit monthly invoices in accordance with the contract.

Task 1.4 – Monthly Progress Report

The Consultant shall establish and report Consultant's activities, schedule and budgets on the actual vs. planned project expenditures throughout the project to the District and provide an electronic copy of the Progress Report on the second Monday of the month. During construction, the monthly progress report shall also summarize current numbers of RFIs, submittals, and change orders along with the average total hours per RFI, submittal, and change order response.

The report shall be distributed to the District's Design Project Manager, Construction Project Manager, and Business Center Managers for Engineering and Construction.

Task 1.5 – Project Execution Plan

The Consultant shall prepare the project work plan to establish the procedures to conduct this scope of services and coordinate project information. The Project Execution Plan (PXP) shall consist of the following:

- Project Organization,
- Roles of Project Team,
- Addresses, phone numbers and e-mail addresses,
- Project approach,
- Communication Procedures,
- Document control and distribution procedures,
- Deliverable Milestone Schedule,
- Project charge numbers and work breakdown structure,
- Project Closeout Plan.

The Consultant shall provide five (5) copies of the final PXP to the District.

Task 1.6 – Health and Safety Plan

The Consultant shall prepare a project specific Health and Safety Plan (HASP). The HASP will utilize the District’s existing Program HASP as the foundation of the project specific HASP, and develop a supplement to that document specific to the Consultant's requirements for the safety of its team members during site visits. The Consultant is not
responsible for health or safety precautions of the Contractor, District, or any others, nor is it responsible for the compliance of others.

The Consultant shall provide five (5) copies of the Final HASP to the District.

**Task 1.7 – Quality Management Plan**

The Consultant shall prepare a Quality Management Plan specific to this project. The processes and procedures associated with quality management activities are to be outlined. The means for ensuring plan compliance is to be provided as well. The draft plan is to be reviewed with the District.

The Consultant shall provide five (5) copies of the Final Quality Management Plan to the District.

**Deliverables:**
1. Meeting Agendas.
2. Meeting Notes.
4. Project Execution Plan.

**PART 2 – PROJECT DEFINITION**

**Objective:** The objective of this task is to develop and finalize the scope of the project that will be procured through the Design-Build delivery method, including collection of existing information and data, and to establish the overall framework for procurement using the Design-Build delivery method.

**Task 2.1 – Facilities Definition Document**

**Task 2.1.1 – Basis of Design Development**

The Consultant will establish and document the decisions, recommendations, preliminary plans, site layouts, project descriptions, and design criteria established during the preliminary design phase into a Basis of Design Technical Memorandum (TM). The TM will serve as a record of the decisions made during the preliminary design and provide the basis for detailed design.

The existing Project 586 – AWT Membrane/Ozonation Facilities – Phase 1 Final Basis of Design Report (BODR) will be used as the starting point to develop a new basis of design for this Project 656.

The Basis of Design for Project 656 shall not be as inclusive as the existing Phase 1 Final BODR. Project 656 Basis of Design will define and document the new facility configuration in a simple TM format to obtain District approval of the new configuration before proceeding with the preliminary design.
The final Basis of Design TM shall document the design concepts and serve as the “design freeze” point. The Consultant shall implement the design concepts presented in the final Basis of Design TM in the preliminary design of the facilities. Any changes to the concepts by the District following written acceptance of the final Basis of Design shall be considered changes to the scope of services under the terms of the Agreement.

The Basis of Design TM for this project shall include the following content:

1. Project Summary – overview description of the proposed facilities and approach for implementation.
2. Site Review – review of existing information and data pertaining to:
   a. Site and engineering survey data based upon available information,
   b. Subsurface conditions based upon available information.
3. Description of Processes – description of major process and treatment components:
   a. Pretreatment,
   b. Membranes,
   c. Ozonation,
   d. Chemical systems,
   e. Waste stream handling.
4. Controls and Telemetry – approach for process controls and integration of instrumentation and controls into existing systems.
5. Procurement Strategy – delineation of the primary procurement strategies to be employed:
   a. Project Implementation – description of the design/build process and steps to be employed,
   b. Major Equipment and Systems – outline of any proposed use of pre-qualification or pre-purchase of specific systems or equipment components.
6. Project Schedule – refinement of the preliminary schedule to update activities, durations, dependencies and schedule for implementation.
7. Project Cost – update of the opinion of probable cost based upon most current information.

Task 2.1.2 – Oxygen Supply System Evaluation
Consultant shall conduct an evaluation of potential oxygen supply methods and sources. Investigation of two different oxygen supply system methods is anticipated: bulk liquid oxygen supply and onsite generation using vacuum swing adsorption technology. Findings will be incorporated into the Basis of Design TM. Facilities will be sited at the AWT.

Three potential system and equipment procurement methods may be evaluated: leased system, purchase and installation, and turnkey installation and operation.

Consultant shall work with District to determine evaluation criteria for this analysis.
Task 2.2 – Implementation Approach

Task 2.2.1 – Approach to DB Contractor Procurement
Consult with the District to develop the basic framework for the DB Contractor procurement method. Under this task, Consultant will work with the District through a workshop approach to define the District's preference for the following contractual components:

1. Identify the format and basis of the selection process (pre-qualifications, low bid, qualifications based selection, inclusion of Guaranteed Maximum Price (GMP) process, etc.).
2. Identify contract principles for key contract issues including such items as insurance requirements, limits of liability, acceptance testing requirements, material escalation, liquidated damages, and indemnification.
3. Identify how the general level of quality will be defined through the use of technical specifications and performance based requirements.
4. Identify the general scope of services to be provided by the DB Contractor.
5. Identify risk profile between the District and DB Contractor.
6. Identify any cost savings incentives or shared savings for DB Contractor.
7. Identify if stipend should be provided to short-listed contractors.
8. Identify how the District's other Design Build Consultant, Smith, Currie & Hancock, LLP, will be integrated into the project team. This consultant will be under contract directly with the District and will provide support to the project team in the development of the Design Build procurement documents used to solicit and secure Design Build proposals.

Task 2.2.2 – Approach to Equipment/Systems Procurement
Develop and delineate a direct negotiation procurement approach with the Project 586 membrane and ozone vendors.

Develop and delineate alternative procurement approaches for other key equipment/systems. Potential approaches to be reviewed include:

1. Equipment/system/vendor pre-qualification,
2. Specifying sole source (include justification),
3. Specifying sole source with negotiated scope,
4. Pre-purchase of equipment/system:
   a. Competitive bid,
   b. Sole source negotiated bid,
5. Pre purchase of equipment/system with assignment to DB Contractor.

Equipment procurement approaches that involve pre-negotiated scope assignment to the DB Contractor shall not include pricing components unless directed by the District. It is anticipated that each DB candidate will negotiate directly for pricing with assigned vendors and manufacturers.

Task 2.2.3 – Approach to I&C Integration
Develop an instrumentation and control (I&C) Integration Strategy for all new systems to be implemented by the DB Contractor. The strategy is to provide for the compatibility with existing systems and functionality consistent with operational requirements as provided for by the District.
Task 2.2.4 – Approach to Permitting
Consultant is to prepare an initial identification of local jurisdictions for facilities implementation and the processes for review, approval and permit acquisition. Once concurrence is achieved on requirements, Consultant will develop a schedule and listing of responsible parties (District, Consultant, DB Contractor) for specific review, approval and permit procurements.

Task 2.2.5 – Approach to Sustainability
Consultant is to outline potential means to enhance the project’s overall sustainability and resource conservation. Findings are to be summarized and provided within a report to the District.

Task 2.3 – Procurement Strategy

Task 2.3.1 – Project Delivery Methodology
Consultant to refine design-build delivery concept and provide definition of:
• Overall scope of facilities and extent of DB Contractor’s responsibilities,
• Major equipment/systems procurement approaches to be employed and corresponding DB Contractor’s responsibilities,
• Level of design detail to be provided DB Contractor within procurement, documents defining areas with and without implementation flexibility for the DB Contractor.

Task 2.3.2 – Equipment/Systems Methodology – Oxygen Supply
Consultant shall assist the District in developing one of two approaches to procure an oxygen supply system:
1. Competitive procurement,
2. Direct negotiation with up to two (2) LOX suppliers.

Under both approaches, Consultant shall assist District in the development of technical specifications and procurement documents for the selected oxygen supply system.

Task 2.3.3 – Equipment/Systems Methodology – Other Items
Depending upon the determinations of sourcing and procurement strategies for specific items, Consultant shall assist District in procuring other key equipment/systems such as membranes, ozonation system, or fine screens.

Task 2.4 – Site Definition

Task 2.4.1 – Geotechnical Investigation
Consultant shall provide a baseline geotechnical investigation of the area encompassing the proposed construction. Investigation shall provide information suitable for facilities basic structural design elements as well as any geotechnical elements that may impact construction activities.

Task 2.4.2 – Site Survey
Consultant shall provide a preliminary site survey that defines the area of potential construction activities and provides basic horizontal and vertical control.
Task 2.4.3 – Underground Investigation
Based upon drawings of the existing site and area of construction activity provided to the Consultant by the District, a determination as to the advisability of further location determination of subsurface facilities (pipelines, structures) will be made. Any potholing or other means of subsurface location will be undertaken by the District and incorporated into design-build contract documents by Consultant.

Task 2.5 – Bench Testing
Previous bench scale testing performed for Project 586 was focused on design criteria development for ozonation following membrane filtration. For Project 656, additional bench scale testing shall be performed to determine how ozone can be added to existing and anticipated process improvements and be beneficially utilized for achievement of both final effluent permit requirements and the process performance goals previously established for Project 586. The objectives of this testing consist of:

- Optimization of process performance,
- Process configuration and sequencing,
- Validation of design criteria,
- Optimization of operations and maintenance cost for combined treatment using ozone and ultraviolet (UV) light.

Based on discussion with the District, ozone may be added to one (1) of two (2) locations in the anticipated process train:

1. Upstream of the existing media filters and new membranes (clarified secondary effluent),
2. Downstream of the existing media filters and new membranes (filtered secondary effluent),

It is anticipated that up to three (3) grab samples each will be taken from the two (2) locations defined above. The following characteristics shall be determined for each grab sample:

1. General water quality characteristics:
   a. Total organic carbon (TOC),
   b. Dissolved organic carbon (DOC),
   c. UV254 transmittance,
   d. Bromate,
   e. Bromide,
   f. pH,
   g. Alkalinity,
   h. Hardness,
   i. Color,
   j. Turbidity,
   k. Total suspended solids (TSS),
   l. Dissolved oxygen (after ozonation),
2. Ozone demand and decay characteristics,
3. Bacteriological disinfection performance for up to three (3) ozone doses:
   a. Fecal coliform,
   b. Total coliform,
   c. Heterotrophic plate count,
4. Virus inactivation performance for up to three (3) ozone doses:
a. Spiked bacteriophage (MS2 and somatic),
5. Contaminants of emerging concern (CEC) removal effectiveness for up to three (3) ozone doses.

Task 2.6 Quality Management

Conduct quality reviews of “Project Definition” materials prior to submittal to District, and following receipt of comments from District.

Assumptions/Points of Investigation:
The following assumptions have been made and used in the preparation of scope and level of effort estimates.
1. The District will provide the appropriate existing site definition information and that the only additional field services required will be additional baseline geotechnical investigations and preliminary survey.
2. The District will provide Consultant with information as to District’s requirements for the project, including design objectives and constraints, work space, construction staging area limitations, process operating constraints, capability and performance requirements, security needs, flexibility and expendability, and budget limitations.
3. The level of accuracy for the Opinion of Probable Construction Cost will be determined using the Cost Estimate Classification System developed by the Association for Advancement of Cost Engineering (AACE). For this task, this will be a Class 4 estimate. Typical expected accuracy is between –20% to +25%.
4. Preliminary utility coordination will confirm the power capacity at the project site; however, at this time it is assumed that the existing power system is sufficient for this expansion and no expansion of the current power systems will be required for this project.
5. There will be no short circuit or protective device studies performed.

Deliverables:
1. Draft and final Facilities Definition Document summarizing Task 2 findings and recommendations including:
   a. Basic design/build approach to be employed,
   b. Selection procedures and schedule,
   c. Component procurement,
   d. Scope of DB Contractor services,
2. Draft and final Basis of Design Technical Memorandum (TM) outlining the design criteria and system sizing for all major systems.
3. Draft and final Oxygen Supply System evaluation summarizing the options and recommended approach for oxygen production and contractual arrangements associated with generation systems.
4. Draft and final Procurement Strategy TM detailing the recommended approach for the procurement of equipment/systems for each major process area. This includes a definition of the DB Contractor’s role and responsibilities in major systems’ procurement.
5. Baseline geotechnical report.
6. Preliminary site survey.
9. Prepare agendas and minutes for workshops as follows:
   a. Design definition kick-off meeting,
   b. Basis of design workshop,
   c. Oxygen system workshop,
   d. Procurement workshop,
   e. Facilities processes, systems and procurement workshop.
10. Sustainability summary outlining the means to incorporate sustainability concepts into preliminary design, equipment procurement and facilities implementation.

PART 3 – ENGINEERING SERVICES

Objective: The Consultant shall prepare a preliminary design that consists of a set of drawings, specifications, and contract documents based on the design concepts and criteria developed in Part 2 – Project Definition. The deliverables associated with this work will be contract documents attached to the Request for Final Proposal, suitable for obtaining Design-Build bids.

Task 3.1 – Preliminary Design Development

Task 3.1.1 – Conceptual Visualization and Design Modeling
Modeling of the proposed facilities will be conducted in two steps:
   1. Initial visualization modeling,
   2. 3D CADD modeling.

The initial visualization model development will be based upon the outputs from Task 2 Project Definition and Task 3.1 Preliminary Design Development. Basic information on process flow, site layout, preliminary structure configuration, and building dimensions will be incorporated into the visualization model. The visualization model will be developed using the Studio Max software system. Input will be obtained from the District (Engineering, Operations, and Health & Safety) in connection with model review workshops. To facilitate review, viewing will take place within the Virtual CAVE facility. It is planned to have one session there for the initial model review, and a second session once initial input has been incorporated into the model. It is anticipated that travel costs will be provided sufficient for up to five (5) District employees for each session. Travel costs are associated with travel to Desert Research Institute (DRI), Reno, NV campus, to participate in full scale visualization in 3 meter Computer Aided Visualization Chamber.

Upon approval of the visualization model, the information will be migrated to a CADD 3D framework. Bentley MicroStation will be used for civil design (grading and paving), architecture, structural, mechanical, electrical, and P&IDs.

Task 3.1.2 Pre-procurement of Systems/Equipment
Based upon the accepted recommendations from Task 2, systems and equipment procurement will be initiated. Activities may include:

- Vendor interest solicitation,
- Assist in negotiation with potential sole source suppliers,
- Development of technical specifications and vendor bid packages,
• Bidding assistance,
• Bid evaluation and recommendation,
• Incorporation of bid results into DB Contractor RFFP documents.

Task 3.1.3 Design Discipline Technical Memorandum
TMs will be prepared outlining the baseline design parameters for each of the following:
• Design Criteria,
• NFPA Design Criteria,
• Architectural Design Concepts,
• Structural Design Basis,
• Mechanical Design Basis,
• Electrical Design Basis,
• I&C Design Basis.

Materials will provide an overview of design basis and be suitable for incorporation into the DB Contractor’s RFFP.

Task 3.1.4 – Preliminary Design Drawings
Consultant shall develop the following technical preliminary drawings:
• Preliminary Key and Site Plan(s),
• Preliminary Paving and Grading Plan(s),
• Identify major yard piping and electrical duct bank routing,
• Preliminary Mechanical Equipment and Major Piping Layout(s),
• Preliminary Electrical Single-line Diagrams,
• Sample Wiring Diagrams,
• Sample Conduit Development Drawings,
• Preliminary SCADA Block Diagram(s),
• Preliminary Process and Instrumentation Diagrams,
• Provide sample I/O drawings.

For budgeting purposes, it is anticipated that approximately 250 preliminary design drawings will be developed under this task.

Task 3.1.5 – Performance and Technical Specifications
Consultant will define the performance requirements of the project and develop technical specifications for equipment that must meet District-specified technical criteria. The specifications will include:
• Information on how the performance requirements will be measured during start-up and commissioning of the project,
• Specify field and analytical instrumentation including hardwired and networked systems,
• Preliminary and Typical Control Strategies,
• Limitations and requirements for bypasses and shutdowns,
• Preliminary Scheduling Constraints.
Task 3.2 – Front End Bid Documents

Task 3.2.1 – Front End Conditions
Develop terms and conditions for the procurement process. The includes instructions to proposers, schedule of performance, outline of scope and required content of proposal submitted.

Task 3.2.2 – Criteria Documents
Develop proposal evaluation criteria, their relative importance/weight, and the means for proposal assessment and ranking.

Task 3.2.3 – Design-Build Agreement and Coordination
Develop the design-build contract, technical and performance criteria, insurance requirements, bonding requirements, and means to propose alternative approaches. In addition, include the special requirements associated with sole-source, pre-purchased, pre-qualified, pre-selected equipment/systems.

Task 3.3 – Develop Opinion of Probable Construction Cost
Consultant will prepare a Class 3 Engineer’s Opinion of Probable Construction Cost. The Class 3 Opinion of Probable Construction Cost will be prepared utilizing unit price costing for detailed elements of the design and stochastic estimating methods for those aspects of the design with less definition. In consideration of the design-build contracting strategy an interim level of design (20 to 40%) will be prepared and provided to the Contractor. As such, the expected accuracy for this cost opinion will range between -15% to +20% of the bid range mean considering three or more competitive tenders.

Task 3.4 – Develop O&M and Energy Consumption Analysis
Consultant will develop and analysis of O&M requirements for new facilities. This O&M analysis will be similar to that prepared for the Phase 1 facilities. Consultant will develop an energy consumption summary for new facilities. This will consist of a summary of total connected electrical loads and an estimation of the average power consumption under standard operating conditions.

Task 3.5 – Conduct Quality Review
Consultant shall conduct quality reviews of preliminary design documents and Opinion of Probable Construction Cost in conjunction with final review of the Draft Request for Final Proposal.

Assumptions:
1. Preliminary design activities will only be performed for a single base bid alternative, as determined in Part 2 – Project Definition.
2. Fire protection requirements will be determined during project definition.
3. There will be no security system design prepared. Coordination and design guidance information will be included in the bid documents.
4. No pipe or electrical ductbank profile drawings will be prepared.
5. Consultant drawing standards will be used and drawings will be produced in MicroStation.
6. Consultant guide specifications will be used.
7. All Project Standard Details will be collected from existing Consultant or CCWRD documents.
8. District is to furnish copies of design and construction standards which the District will require to be included in RFFP.
9. District is to furnish copies of District's standard forms, conditions and related documents for inclusion in the RFFP, when applicable.
10. District is to furnish Consultant any reasonably available information pertinent to the Project including any reports, photographs and data relative to previous design efforts, or investigations at or adjacent to the Site.
11. For the membrane and ozonation equipment, the initial approach will be direct negotiations with the Phase 1 vendors. If this is not successful, systems will be rebid under supplemental services.
12. District is to furnish Consultant CAD versions of the existing impacted facilities and projects.
13. District will perform any required communication and coordination with Nevada Power concerning power supply.
14. Quantity take-offs will not be developed from the CADD model.
15. Clash detection will not be part of the CADD model.
16. Model development will be consistent with Consultant's CADD and visualization standards.

Deliverables:
1. Conceptual 3D Design Model.
2. Draft and Final Equipment/Systems Pre-procurement Documents.
5. Draft and Final Specifications.
6. Draft and Final Front End Bid Documents.
8. O&M and Energy Consumption Analysis

PART 4 – REQUEST FOR PRELIMINARY PROPOSALS

Objective: The purpose of this task is to prepare a Request for Preliminary Proposal (RFPP) Procurement Document that will be used to short-list qualified candidate DB Contractors for the project.

Task 4.1 – Meetings and Workshops

Consultant shall hold meetings with the District for development of the RFPP. The following meetings are anticipated:
1. RFPP Planning Workshop. The Consultant shall conduct a workshop to plan the Draft RFPP. Consultant shall prepare for the workshops and provide three (3) team members to attend.
2. **Draft RFPP Review Workshop.** The Consultant shall conduct a workshop to review the Draft RFPP. Consultant shall prepare for the workshops and provide three (3) team members to attend.

Agendas and notes for these meetings will be provided by the Consultant.

**Task 4.2 – RFPP Document Development**

Working with District staff, Consultant shall prepare a RFPP, including selection criteria for short listing submittals. The RFPP document will solicit information on items that may include:

1. Technical capabilities and core competencies.
2. Past performance on similar projects, including client reference checks, history of liquidated damages assessed and history of mediation or litigation.
4. Construction safety plans, policies, and procedures.
5. Existence of a Drug-Free workplace policy and procedures.
7. Financial stability and resources necessary for the successful completion of the project. Resources evaluated include those related to personnel, their availability, equipment, and operating revenue.
8. Bank references and credit availability.
9. History of payment to lower-tier subcontractors and suppliers and history of any litigation with subcontractors or suppliers.
10. Ability to provide required bonds and insurance. Insurance certifications are requested, and bonding history is evaluated.
11. Business and professional licensing and registration.
12. Contractor termination history.

The Consultant shall provide twenty (20) hard copies and one (1) electronic copy of the RFPP to the District.

Consultant shall prepare an Advertisement of Intent to Request Preliminary Proposals for use by the District in their typical advertisement process.

**Deliverables:**

1. Draft RFPP Document
2. Final RFPP Document
3. Advertisement of Intent to Request Preliminary Proposals

**PART 5 – REQUEST FOR FINAL PROPOSALS**

**Objective:** The object of this task is to work with the District to develop the specific RFPP document that will be used to solicit proposals from the shortlisted candidate DB Contractors.

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Project No. 658 – Central Plant Membranes – Phase 2
Project Definition, Engineering Services, and Design-Build Procurement
Draft Scope of Services (rev6), April 11, 2011
Task 5.1 – Meetings and Workshops

Consultant shall hold meetings for development of the RFPP with the District. The following meetings are anticipated:

1. **RFFP Planning Workshop.** The Consultant shall conduct a workshop to plan the Draft RFFP. Consultant shall prepare for the workshops and provide three (3) team members to attend.

2. **Draft RFFP Review Workshop.** The Consultant shall conduct a workshop to review the Draft RFPP. Consultant shall prepare for the workshops and provide three (3) team members to attend.

Agendas and notes for these meetings will be provided by the Consultant.

Task 5.2 – RFFP Document Development

Consultant shall prepare a RFFP document that describes the DB Contractor Scope of Services and Project Requirements. The RFFP document will incorporate components that shall be developed under this task, as well as various components that were developed under other tasks (Drawings, Specifications, reports, etc.). The RFFP document shall consist of:

1. **Description of Facility Requirements;** including relevant data from any concept or preliminary design reports, including site and engineering surveys and other physical description details, land use restrictions, data relating to Site subsurface conditions and drawings relating to existing surface or subsurface structures including, but not limited to geotechnical logs, borings and other geotechnical data necessary for the DB Contractor to complete the work.

2. **Description of Scope of Work;** description of any existing facilities and demolition/modification of such facilities if required. Detailed description of any existing operational requirements and coordination of operations and construction activities.

3. **Shop Drawings of Pre-Procured Equipment;** vendor provided shop drawings of pre-procured equipment assigned to the DB Contractor.

Consultant shall also prepare, subject to the District's approval, the following supplemental documents for the RFFP:

1. Instructions to proponents, including proposal evaluation and selection criteria.
2. Proposal Form.
3. Agreement Form.
4. Payment Performance Bond Forms (if required).
5. General and Special Conditions of the Design-Build Contract.
7. Preliminary project schedule, including any milestone dates/events determined to be critical by District.
8. Description of any alternate work scopes to be priced by all respondents.

The Consultant shall provide twenty (20) hard copies and one (1) electronic copy of the RFPP to the District. The RFPP will be provided to shortlisted candidate DB Contractors.
Deliverables:
3. Meeting Agenda and Meeting Minutes to review Draft RFFP.

PART 6 – PROJECT BIDDING

Objective: Consultant will provide project bidding and support services. These services will follow the two-phase Design-Build procurement process as established by Nevada Revised Statutes. Consultant will perform these services in close collaboration with the District's Purchasing and Contracts Group.

Task 6.1 – Design-Build Procurement Phase I (RFFP)

Consultant shall conduct Phase I of the procurement process, which shall consist of a written component only. No oral interviews are expected during the RFFP procurement phase.

Task 6.1.1 – Written Preliminary Proposals

Consultant shall conduct the written component of the procurement process:

1. Provide the RFFP for the District to issue. In coordination with District staff, distribute RFFP packages and maintain RFFP holders list. It is anticipated that RFFP documents will be distributed via CD or DVD in PDF format.
2. Consultant shall attend and provide technical support at one RFFP pre-proposal meeting for interested parties, to be held at the District offices. The Consultant shall have in attendance two (2) staff at the meeting. The pre-proposal meeting is anticipated to consist of a half-day session that shall be comprised of two segments: a brief presentation that summarizes the project and major elements of the RFFP, and a brief site walk to orient proposers to the project site. Consultant shall provide pre-proposal meeting notes and a list of pre-proposal meeting attendees.
3. During the Preliminary Proposal advertisement period, Consultant shall interpret and provide written responses to any technical questions received from prospective candidate DB Contractors on the RFFP. Responses will be issued by the District. It is anticipated that the Consultant shall assist the District in responding to up to forty (40) questions. It is assumed that the resolution to the questions shall require an average of four (4) hours to resolve each question. The Consultant shall maintain a log of proposers' inquiries.
4. Consultant shall prepare addenda to the RFFP documents as requested by the District. The District will be provided the opportunity to review and comment upon any addenda prior to being issued as part of the RFFP process. The Consultant shall sign and the District shall issue addenda in PDF format to the RFFP holders. All RFFP holders will receive addenda by email. One (1) addendum is anticipated. The Consultant shall provide twenty (20) hard copies of the addendum to the District.
5. Consultant shall perform an initial review of the Preliminary Proposals that are received. It is anticipated that up to eight (8) Preliminary Proposals will require
review. Consultant shall develop draft and final memoranda summarizing review comments for use by the District Selection Committee.

6. District will establish a Selection Committee that will be responsible for evaluating and scoring the Preliminary Proposals. Consultant will develop and recommend the criteria to be used by the Selection Committee in their evaluation and scoring of the Preliminary Proposals.

7. District will convene a meeting of the Selection Committee to distribute copies of the Preliminary Proposals, summary proposal information, present and discuss the scoring criteria, and establish the protocols to be used in the scoring process.

Task 6.1.2 – Candidate DB Contractors Short List
Consultant shall assist the District with determination of the short list of candidates that will be invited to provide Final Proposals:

1. District will convene a meeting of the Selection Committee to distribute copies of the written Preliminary Proposals, oral interview notes, and scoring.

2. The District, based on the review of the Preliminary Proposals, shall develop the short-list of candidates that will be invited to provide Final Proposals.

3. Consultant shall assist the District in preparation of the documents required to request Board approval of the short listed candidate DB Contractors.

4. District will notify all respondents and the resulting firms that will be invited to provide Final Proposals.

Task 6.2 – Design-Build Procurement Phase II (RFP)

Consultant shall conduct Phase II of the procurement process, which shall consist of written and oral interview components.

Task 6.2.1 – Written Final Proposals
Consultant shall facilitate the distribution of RFPPs and the review by District of Final Proposals received:

1. In coordination with District staff, distribute RFP packages and maintain RFP holders list. It is anticipated that RFP documents will be distributed via CD or DVD in PDF format.

2. Consultant shall attend and provide technical support at one RFP pre-proposal meeting for the short-listed candidate DB Contractors, to be held at the District offices. The Consultant shall have in attendance two (2) staff at the meeting. The pre-proposal meeting is anticipated to consist of a two-hour session. Site tours will be coordinated later as requested by short-listed candidates and as approved by the District. Consultant shall provide pre-proposal meeting notes and a list of pre-proposal meeting attendees.

3. Coordinate and conduct site tour(s) as necessary with the short-listed candidate DB Contractors.

4. During the Final Proposal advertisement period, Consultant shall interpret and provide written responses to any technical questions received from prospective DB Contractors on the RFP. Responses will be issued by the District. It is anticipated that the Consultant shall assist the District in responding to up to sixty (60) questions. It is assumed that the resolution to the questions shall require an average of four (4) hours to resolve each question. The consultant shall maintain a log of proposers’ inquiries.
5. Consultant shall prepare addenda to the RFFP documents as requested by the District. The District will be provided the opportunity to review and comment upon any addenda prior to being issued as part of the RFFP process. The Consultant shall sign and the District shall issue addenda in PDF format to the RFFP holders. All RFFP holders will receive addenda by email. Up to three (3) addenda are anticipated. The Consultant shall provide twenty (20) hard copies of each addendum issued to the District.

6. Consultant shall perform an initial review of the Final Proposals that are received. It is anticipated that up to four (4) Final Proposals will require review. Consultant shall develop draft and final memoranda summarizing review comments for use by the District Selection Committee.

7. Consultant shall also evaluate any alternate proposals that are received (in addition to the base proposals outlined in the RFFP) and provide recommendations to the District, as applicable. It is anticipated that each of the Final Proposals will include bid alternates that require review.

8. District will establish a Selection Committee that will be responsible for evaluating and scoring the Technical Approach portion of the Final Proposals. Consultant will develop and recommend the criteria to be used by the Selection Committee in their evaluation and scoring of the Technical Approach of the Final Proposals.

9. District will convene a meeting of the Selection Committee to distribute the Final Proposals, present and discuss the scoring criteria, and establish the protocols to be used in the scoring process.

10. District will notify all respondents of the results of the RFFP scoring process.

Task 6.2.2 – Pre-Proposal Interviews
Consultant shall assist the District with the conduct of the Pre-Proposal oral interview component of the procurement process:

1. Consultant shall organize Pre-Proposal interviews of the candidate DB Contractors that indicate intent to provide Final Proposals. For the purposes of budgeting, it is assumed that all candidate DB Contractors that submitted Final Proposals will be interviewed. It is anticipated that these meetings will be approximately 1-2 hours in duration for each DB candidate.

2. Consultant shall prepare for the workshops and provide ten (10) team members to attend. Representatives shall consist of process, construction, and design disciplines.

3. Consultant shall coordinate with the District Selection Committee to define the interview process. The Selection Committee shall conduct the Pre-Proposal interviews.

4. Based on the candidate interviews, Consultant and District shall confer and develop notes summarizing the candidate DB Contractors interviews.

Task 6.2.2 – Post-Proposal Interviews
Consultant shall assist the District with the conduct of the Post-Proposal oral interview component of the procurement process:

1. Consultant shall organize interviews of the candidate DB Contractors that provide Final Proposals. Candidates that do not fully or sufficiently respond to the RFFP shall be eliminated from further consideration prior to the interview process. For the purposes of budgeting, it is assumed that all candidate DB Contractors that submitted Final Proposals will be interviewed.
2. Consultant shall coordinate with the District Selection Committee to define the interview process. The Selection Committee shall conduct the candidate interviews.

3. Based on the candidate interviews, Consultant and District shall confer and develop notes summarizing the candidate DB Contractors interviews.

Task 6.2.3 – DB Contractor Selection

Consultant shall assist the District with selection of the DB Contractor:

1. The Consultant will analyze the Final Proposals and provide a written evaluation to the District for consideration.

2. District will convene a meeting of the Selection Committee to distribute copies of the written Preliminary Proposals, Final Proposals, oral interview notes, and scoring.

3. The District, based on the outcome of the written and oral interview components, shall select the DB Contractor.

4. Consultant shall assist the District in preparation of the documents required to request Board approval of the selected Design-Build team.

5. District will notify all respondents and the resulting selected DB Contractor.

Task 6.3 – Design-Build Contract Execution

Consultant shall assist the District and the DB Contractor in executing the Design-Build contract, including the clarification and documentation of appropriate sections of the DB Contractor’s proposal, if necessary.

Consultant shall also produce one (1) hard copy and one (1) electronic (CD or DVD in PDF Format) “conformed” set of original contract documents incorporating all clarifications and modifications made to scope of work, prior to contract execution for the convenience of the document users. Contractual documents shall consist of conformed RFPP and RFFP documents, and the selected DB Contractor’s proposal.

Assumptions/Points of Investigation:

1. The District’s consultant Smith, Currie & Hancock, LLP will provide guidance and interpretation of the District’s procurement requirements and Nevada Revised Statutes.

2. District staff will provide review and approval of all procurement documents prepared by Consultant.

3. District staff will be available for all required meetings and site tours.

4. Selection Committee staff will be composed of District staff and other District appointees as directed by the District.

5. The Design-Build Selection Process and Selection criteria will be based on Nevada Revised Statutes.

6. District staff will be responsible for presenting Selection Committee recommendations to District senior management and other entities involved in the procurement process.

7. District will be responsible for presenting the award to the selected candidate DB Contractor.

8. Interviews will be held as part of the Phase II procurement process.
Deliverables:
1. Phase I (RFP) documents on CD or DVD to DB candidates.
2. Phase I (RFP) Draft and Final Notes for Pre-Proposal Meeting.
3. Phase I (RFP) List of Attendees for Pre-Proposal Meeting.
4. Phase I (RFP) Bidder question responses and question log.
5. Phase I (RFP) Addenda.
6. Phase I (RFP) Scoring Criteria.
8. Phase II (RFP) documents on CD or DVD to shortlisted DB candidates.
9. Phase II (RFP) Draft and Final Notes for Pre-Proposal Meeting.
10. Phase II (RFP) List of Attendees for Pre-Proposal Meeting.
11. Phase II (RFP) Site-tour attendance list(s).
12. Phase II (RFP) Bidder question responses and question log.
13. Phase II (RFP) Addenda.
14. Phase II (RFP) Scoring Criteria.
17. Phase II (RFP) Draft and Final Notes for Candidate Interviews.

PART 7 – ENGINEERING SERVICES DURING DESIGN-BUILD

Objective: The intent of the Engineering Services during Design-Build (ESDB) of this project is to provide overview of operational, design, and construction goals as generally described in the RFP and the DB Contractor's Final Proposal. All services will be provided at the direction of the District and this effort includes support of District Construction Management staff, office engineering services and field support.

Task 7.1 – Meetings and Workshops

The District Construction Project Manager will schedule and facilitate all meetings on the project. The Consultant will attend meetings as requested by the District. The following meetings are anticipated:
1. Design-Build Kickoff Meeting. Consultant shall provide three (3) team members to attend.
2. Administrative Conference. Consultant shall provide one (1) team member to attend.
3. Preconstruction Conference. Consultant shall provide one (1) team member to attend.
4. Weekly Progress Meetings. Consultant shall provide one (1) team member to attend the weekly on-site construction progress meeting. The schedule of meetings shall be provided to Consultant by District Construction Project Manager. Attendance at sixty-five (65) meetings is planned for the project (assuming a 30 month duration and attendance at approximately half the meetings anticipated). Attendance by conference call participation may be provided if acceptable to the District Construction Project Manager.
5. **Technical Workshops.** At the request of the District, the Consultant shall attend meetings with the District and DB Contractor to discuss specific technical aspects of the project. Consultant shall prepare for the workshops and provide two team members to attend. Attendance at ten (10) workshops is planned for the project.

6. **Partnering Session.** Consultant shall provide one (1) team member to attend one partnering session. The partnering facilitation will be provided by others.

Agendas and notes for these meetings will be provided by the District Construction Project Manager or DB Contractor, as appropriate.

**Task 7.2 – Design Submittal Reviews**

The Consultant shall review for technical compliance Project Deliverables as required in the RFFP-1 Base Technical Requirements. Anticipated Design Submittals consist of:

- Design Development (30% design),
- Interim Construction Document Development (60% design),
- Final Draft Construction Document Development (90% design),
- Final Construction Document Development (100% design).

Consultant participation in these reviews shall be as requested by the District. Levels of effort beyond budgeted assumptions shall be authorized in writing as Additional Services.

**Task 7.3 – Shop Drawing Review**

The Consultant shall review up to four-hundred, fifty (450) shop drawings and re-submittals (counting each submittal and re-submittal) of fabricated and manufactured equipment submitted by the DB Contractor for conformity to the intent of the RFFP. It is anticipated that submittals will be transmitted via the District Project Control System (PCS) and associated procedures. Review is expected to be provided within ten (10) working days of receipt, unless a time adjustment is requested and agreed upon between the District and Consultant.

For budgeting purposes it is assumed that on average, a shop drawing will require five (5) hours to review. Levels of effort and associated budget beyond these assumptions shall be authorized in writing as Additional Services.

**Task 7.4 – Preliminary O&M Manual Review**

Consultant shall review Preliminary Operations and Maintenance Manuals (POM) as submitted by the DB Contractor. Consultant shall review up to fifty (50) POM submittals (re-submittals count as separate submittals) for conformity with the contract documents. Review of submittals beyond the first re-submittal shall be provided as Additional Services. All submittals will be transmitted and processed electronically using the District’s web based Project Controls system, and will be returned within fifteen (15) working days of receipt by Consultant, unless additional time is requested in writing by Consultant and approved in writing by the District. Levels of effort beyond these assumptions may be provided as Additional Services.
For budgeting purposes it is assumed that on average, a manual will require eighteen (18) hours to review. Levels of effort and associated budget beyond these assumptions shall be authorized in writing as Additional Services.

Task 7.5 – Requests for Information

Consultant shall review and respond to up to one-hundred-fifty (150) requests for information (RFI) needed for interpreting and/or clarifying the contract Plans and Specifications. All requests for information will be transmitted and processed electronically (pdf), using the District’s web based Project Controls system. An average response time of three (3) working days from receipt from District to return to District will be maintained.

For budgeting purposes it is assumed that on average, an RFI will require 3.5 hours to answer. Levels of effort and associated budget beyond these assumptions shall be authorized in writing as Additional Services.

Task 7.6 – Site Visits and Factory Witness Tests

Consultant shall make periodic visits to the construction site and/or attend, witness, and document offsite factory tests. Thirty (30) site visits are budgeted for the project. The site visits will be made by engineers of various design disciplines, depending on current need, and may require travel. For budgeting purposes it is assumed that on average, one (1) trip per month for one (1) person will be required. Expenses beyond these assumptions shall be authorized in writing as Additional Services.

Visits to the construction site and observations made by the Consultant as part of services during construction shall not make Consultant responsible for, nor relieve the DB Contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents. Visits shall not make Consultant responsible for, nor relieve the Contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto.

The presence of the Consultant at the factory witness tests shall be to verify the equipment manufacturer’s use of previously established testing protocols, witness the results of the testing, and be available for questions from the manufacturer related to the design concept, if necessary. Consultant shall prepare a short (1-2 page) memorandum documenting observations and outcome of each witnessed test at which Consultant is present.

Task 7.7 – Review of Proposed Design Changes and Claims

Consultant shall review and evaluate, as requested by the District, proposed design changes and DB Contractor claims. Such design modifications may be initiated by the Contractor, by the District, or be required because of unforeseen conditions, information requests or design discrepancies and omissions. Consultant will review, as requested by the District, the Contractor’s proposals for change order work and the technical aspects of any design modifications proposed by the District.
For budgeting purposes, it is assumed that this task will require forty-five (45) person days, plus CAD expenses. Site visits will be made by process and design engineers from the various design disciplines, in the performance of this task. A total of five (5) full day visits (of up to two (2) persons) requiring travel is assumed for the purposes of budgeting. Levels of effort beyond these assumptions shall be authorized in writing as Additional Services.

Task 7.8 – Assistance with Project Close-Out

Consultant shall assist the District, as requested by the District, with project close-out procedures required by the Contract Documents, consisting of participation in substantial completion and final project walk-through and assistance in development of a punch-list to identify remaining work to complete the Project.

The Consultant shall participate with the District, as requested by the District, in up to two reviews of the construction work effort to verify compliance with the Contract Documents, and shall participate in the preparation of a punch list, issued by the District, identifying those items to be completed or corrected before final completion of the project.

Upon completion or correction of the items of work on the punch list, the Consultant shall, as requested by the District, participate in a final inspection with the District to determine if the work is completed. The Consultant will prepare a memorandum to the District indicating any observed exceptions for the issuance of a Certificate of Completion.

Task 7.9 – Final 3D Visualization Models

Consultant shall, after substantial completion is issued to the DB Contractor, develop final 3D visualization models that reflect the final record drawings. The visualization model will be developed using the Studio Max software system. To facilitate review, viewing will take place within the Desert Research Institutes’ Virtual CAVE facility located in Reno, Nevada.

It is anticipated that travel costs will be provided sufficient for up to five (5) District employees for each session.

Deliverables:
1. Agendas and notes from meetings and workshops, when not provided by District staff.
2. Design submittal review comments.
3. Miscellaneous design review comments.
4. Shop Drawing review comments.
5. POM Review comments.
6. RFI Responses.
7. Site visits and factory witness tests summary memoranda.
8. Design modification proposal and claim review comments.
9. Record drawing review comments.
11. Final 3d visualization models.

PART 8 – ADDITIONAL SERVICES

When requested by District, Consultant shall provide miscellaneous additional engineering services. Consultant shall track and document the costs of these services. Services may include:

- Surveying services during construction
- Engineering services related to additional improvements Project 586,
- Additional services pursuant to increased project duration,
- Additional services related to major equipment procurement,
- Process Control and Instrumentation Programming Services during construction, such as I&C Integration services and I&C Integration subconsultant,
- Additional bench or pilot testing,
- Additional engineering services for design development,
- Review of alternate bids,
- Miscellaneous additional design reviews
- Record drawing assistance
- Start-up, commissioning, or post-operational and performance testing assistance
- Additional levels of effort beyond scope for all engineering services during design build (shop drawing review, requests for information, preliminary O&M manuals, etc.),
- Review of Substitution and “or equal” requests,
- Attendance at additional partnering sessions,
- Evaluation of value engineering proposals,
- Participation in value engineering sessions,
- Development of electronic O&M manuals,
- Pay request reviews,
- Specialty Inspection participation,
- Permitting assistance,
- Additional engineering related to unforeseen or District-initiated change orders,
- Additional engineering training or start-up support,
- Additional performance testing support,
- Assistance with warranty items,
RESPONSIBILITIES OF DISTRICT

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

1. Provide a Project Manager to coordinate internally and with Consultant’s project team.
2. Maintain contact through the Consultant’s project manager with the project team.
3. Provide review comments on deliverables that require District input, within two (2) weeks of submission.
4. Provide comments from review agencies on construction drawings and specifications, within five (5) working days of receipt.
5. Attend joint meetings with the District, regulatory agencies, municipalities, impacted property owners, utility companies, and other affected parties.
6. Provide access to District records and web based project control system, as needed.
7. Provide assistance with developing the procurement front end documents for leased equipment.
8. Provide coordination amongst various District Stakeholders, including:
   a. Engineering,
   b. Construction Management,
   c. Purchasing and Contracts,
   d. Operations and Maintenance.
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<td>Site Services and Supports</td>
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<td>Field Construction/Operations</td>
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- **5.0 Project Closeout**: Final report, punch list, and turnover.
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<td><strong>PROJECT TOTALS</strong></td>
<td>$5,000,000</td>
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EXHIBIT B-1
CONSULTANT FEE SCHEDULE

CCWRD PROJECT NO. 656
CENTRAL PLANT MEMBRANES – PHASE 2
PROJECT DEFINITION, ENGINEERING SERVICES, AND DESIGN-BUILD PROCUREMENT

The rates provided below shall be in effect through the anticipated project duration as defined in Exhibit A. Services provided by MWH's personnel in various labor categories will be billed at the hourly rates depicted in Exhibit B – Fee Estimate.

Individual hourly rates include salary, overhead, and profit. Non-salary expenses directly attributed to the project such as (1) Other Direct Costs (ODCs), (2) Subconsultant costs, (3) Mileage per IRS guidelines (currently $0.51 per mile for 2011), (4) CADD rate in the amount of $24.00 per hour, and (5) Associated Project Cost (APC) rate for telecommunications, postage/FedEx, computers, incidental photocopying and related equipment in the amount of $12.50 per labor hour, will be billed at cost plus a 10% markup. Outside subconsultant services include a mark-up of 10%. Exceptions and extraordinary items not included in the routine APC are billed separately.
EXHIBIT C - INSURANCE REQUIREMENTS

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

1. **Format/Time:** The ENGINEER shall provide Owner with Certificates of Insurance, per the sample format (page C-3), for coverage's as listed below, and endorsements affecting coverage required by this Contract within 10 calendar days after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

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

3. **Owner Coverage:** The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The ENGINEER's insurance shall be primary as respects the Owner, its officers and employees.

4. **Endorsement/Cancellation:** The ENGINEER's general liability insurance policy shall be endorsed to recognize specifically the ENGINEER's contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits and ten (10) calendar days notice of cancellation for non-payment of premium.

5. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

6. **Commercial General Liability:** Subject to Paragraph 5 of this Exhibit, the ENGINEER shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

7. **Automobile Liability:** Subject to Paragraph 5 of this Exhibit, the ENGINEER shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by ENGINEER and any auto used for the performance of services under this Contract.

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

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

10. **Failure To Maintain Coverage:** If the ENGINEER fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the ENGINEER to stop the work, declare the ENGINEER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the ENGINEER or deduct the amount paid from any sums due the ENGINEER under this Contract.
11. **Additional Insurance:** The ENGINEER is encouraged to purchase any such additional insurance as it deems necessary.

12. **Damages:** The ENGINEER is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the ENGINEER, their subcontractors or anyone employed, directed or supervised by ENGINEER.

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

14. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District's, Purchasing and Contracts Department. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

15. **Insurance Form Instructions:** The following information must be filled in by the ENGINEER's Insurance Company representative:

   1) Insurance Broker’s name, complete address, phone and fax numbers.

   2) ENGINEER’s name, complete address, phone and fax numbers.

   3) Insurance Company's Best Key Rating

   4) **Commercial General Liability (Per Occurrence)**
      - (A) Policy Number
      - (B) Policy Effective Date
      - (C) Policy Expiration Date
      - (D) General Aggregate ($2,000,000)
      - (E) Products-Completed Operations Aggregate ($2,000,000)
      - (F) Personal & Advertising Injury ($1,000,000)
      - (G) Each Occurrence ($1,000,000)
      - (H) Fire Damage ($50,000)
      - (I) Medical Expenses ($5,000)

   5) **Automobile Liability (Any Auto)**
      - (J) Policy Number
      - (K) Policy Effective Date
      - (L) Policy Expiration Date
      - (M) Combined Single Limit ($1,000,000)

   6) **Worker's Compensation**

   7) **Professional Liability**

   8) **Description:** Number and Name of Contract (must be identified on the initial insurance form and each renewal form).

   9) **Certificate Holder:**

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

      **THE CERTIFICATE HOLDER, CLARK COUNTY WATER RECLAMATION DISTRICT, MUST BE NAMED AS AN ADDITIONAL INSURED.**

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

## CLARK COUNTY WATER RECLAMATION CERTIFICATE OF INSURANCE

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>INSURANCE BROKER'S NAME, ADDRESS, PHONE &amp; FAX NUMBERS</th>
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<tbody>
<tr>
<td></td>
<td>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</td>
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<tr>
<td>COMPANIES AFFORDING COVERAGE</td>
<td>3. BEST'S RATING</td>
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<td>COMPANY LETTER</td>
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<td>COMPANY LETTER</td>
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## COVERAGES

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

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<tr>
<th>CO LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
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<td>4.</td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>PRODUCTS-COMPOD AGG $E 2,000,000</td>
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<td>PERSONAL &amp; ADV. INJURY $F 1,000,000</td>
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<td>EACH OCCURRENCE $G 1,000,000</td>
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<td>UNDERGROUND EXPLOSION &amp; COLLAPSE</td>
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<td>FIRE DAMAGE (Any one fire) $H 50,000</td>
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<td>INDEPENDENT CONTRACTOR</td>
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<td>MED. EXPENSE (Any one person) $I 5,000</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>EACH ACCIDENT $</td>
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<td>DISEASE/POLICY LIMIT $</td>
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<td>DISEASE/EACH EMPLOYEE $</td>
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<td>PROFESSIONAL LIABILITY</td>
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<td>AGGREGATE $</td>
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## 8. DESCRIPTION OF CONTRACT: NAME OF CONTRACT AND CCWRD PROJECT NUMBER ARE MANDATORY WHEN SUBMITTING CERTIFICATES

## 9. CERTIFICATE HOLDER

CLARK COUNTY WATER RECLAMATION DISTRICT
C/O PURCHASING AND CONTRACTS
5657 EAST FLAMINGO ROAD
LAS VEGAS, NV 89122

The Certificate Holder is named as an additional insured.

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

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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<th>Business Entity Type</th>
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<tr>
<td>☐ Sole Proprietorship</td>
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<th>Business Designation Group</th>
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<td>☐ MBE</td>
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| Corporate/Business Entity Name: |
|________________________________|
| (Include d.b.a., if applicable) | Website: |
| Street Address: | POC Name and Email: |
| City, State and Zip Code: | Fax No: |
| Telephone No: | |
| Local Street Address: | Website: |
| City, State and Zip Code: | Local Fax No: |
| Local Telephone No: | Local POC Name Email: |

Number of Clark County Nevada Residents Employed:

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>
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This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   ☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   ☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature

Title

Print Name

Date

D-2


EXHIBIT D - 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’S/OFFICIAL’S DEPARTMENT</th>
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* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

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

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

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

For County Use Only:

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

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

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

Notes/Comments:

______________________________
Signature

______________________________
Print Name
Authorized Department Representative
EXHIBIT D - DISCLOSURE OF RELATIONSHIP

For County Use Only:
If any Disclosure of Relationship is noted above, please complete the following:

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

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

Notes/Comments:

______________________________________________________________________________
Signature

______________________________________________________________________________
Print Name
Authorized Department Representative

For County Use Only:
If any Disclosure of Relationship is noted above, please complete the following:

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Notes/Comments:

______________________________________________________________________________
Signature

______________________________________________________________________________
Print Name
Authorized Department Representative

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

Notes/Comments:

______________________________________________________________________________
Signature

______________________________________________________________________________
Print Name
Authorized Department Representative
EXHIBIT E - CONTRACTOR/CONSULTANT TRAVEL POLICY

PURPOSE:

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

BUSINESS TRAVEL

1. Arrangements for business travel shall be made at the lowest reasonable and customary fare available. Travel arrangements shall be booked 14 days in advance of departure, or sooner with prior written approval by the District. Upgrade charges to business travel (i.e. upgrading to business/first class, changing your departure/arrival time) are the Traveler’s personal responsibility and expense.

2. Should unforeseen travel delays occur due to weather, national emergency, changes in schedule made by the carrier, etc., the Traveler should use discretion when making arrangements for additional travel to ensure the lowest cost to the District.

3. Travelers shall be held responsible for cancellations costs incurred if, as a result of their own actions, a trip is not taken.

4. Airport parking fees incurred during business travel for the District will be reimbursed at Long Term/Economy parking rates.

RENTAL CARS

1. Travelers may be allowed to rent a car at their destination when:
   a. It is less expensive (considering all costs including rental, fuel, and taxes) than other transportation such as taxis, public transportation, hotel, and/or airport shuttles.
   b. They are transporting heavy equipment, large, bulky, or sensitive materials.

2. Car rental is limited to an Economy/Standard car. The District will not pay for navigation systems, cellular telephones, upgrade in class, or other options provided by the rental company. District will not reimburse for insurance coverage provided by rental company. Refueling charges from the rental company are not reimbursable, only cost of lowest grade fuel (87 octane) will be reimbursed.

3. Only the Traveler who signs the rental car agreement will be allowed to drive the rental car. The District will not pay the cost to add additional drivers to the agreement.

MILEAGE

1. Travelers will be reimbursed for approved business travel using personal vehicles on a fixed mileage rate. If a private vehicle is used for personal convenience, the allowance for travel is one-half the standard mileage reimbursement rate. Additionally, the maximum allowed for personal care usage mileage reimbursement will not exceed the cost of commercial airfare.
EXHIBIT E - CONTRACTOR/CONSULTANT TRAVEL POLICY

2. Travelers will not be reimbursed for any fuel cost, maintenance costs, car washes, towing, or repairs to their personal vehicles even if these costs result from business travel.

3. Compensation is not allowed for transportation to/from the home and principal place of business. Mileage maybe reimbursed if mileage is in excess of miles to/from home and principal place of business.

LODGING, MEALS AND INCIDENTALS

1. Lodging, Meal and Incidental Per Diem Allowance is defined as a daily payment instead of reimbursement for actual expenses for all lodging (including taxes and fees), meal and incidental expenses, including tips.

2. Lodging, meal and incidental expenses for business related travel of Monday through Friday WILL BE REIMBURSED AT THE PER DIEM RATE as established for federal government employees. Exceptions must be pre-approved by District personnel in writing.

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

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

MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL

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

MISCELLANEOUS TRAVEL EXPENSE 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 F - SPECIAL CONDITIONS
SAFETY AND SECURITY REQUIREMENTS

Engineering Condition Assessment Contract Insert

Safety Requirements

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

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

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

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

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

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

ENGINEER’S initials: [Signature]

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

Security Requirements

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

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

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

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

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

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

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

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

ENGINEER’S initials: _______________