AGREEMENT FOR ENGINEERING SERVICES

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

BROWN AND CALDWELL

THIS AGREEMENT is made and entered into this _____ day of September, 2012 by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and BROWN AND CALDWELL, a California Corporation, hereinafter referred to as "ENGINEER"), for the DESIGN, BID PERIOD AND ENGINEERING SERVICES DURING CONSTRUCTION FOR THE WHITNEY LIFT STATION FORCE MAIN REHABILITATION, CCWRD PROJECT NO. 690 (RFQ NO. 915-11), (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, the ENGINEER is properly registered and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to accomplish the required work within the required time.

NOW, THEREFORE, OWNER and ENGINEER agree as follows:

SECTION I

RESPONSIBILITY OF ENGINEER

A. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the ENGINEER, its subcontractors and consultants, and other sources, officers, employees and agents, under this AGREEMENT. In performing the specified services, ENGINEER shall follow practices consistent with generally accepted professional and technical engineering standards.

B. It shall be the duty of ENGINEER to assure that all products of its effort are technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations. ENGINEER shall not produce a design which violates or infringes on any patent rights. The ENGINEER shall without additional
compensation, correct or revise any error or deficiencies in its designs, drawings, specifications, reports and other services and data or information obtained from other sources. The ENGINEER shall pay all damages, costs and expenses caused by, resulting from, or arising out of ENGINEER’S negligent performance in its design, drawings, specifications, reports and other services. Permitted or required approval by the OWNER of any products or services furnished by ENGINEER, including data or information obtained from other sources, shall not in any way relieve the ENGINEER of responsibility for the professional and technical accuracy of its work. OWNER review, approval, acceptance, or payment for any of ENGINEER’S services herein shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT, and ENGINEER shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to OWNER caused by ENGINEER’S negligent acts, errors or omissions in performance of this AGREEMENT.

C. ENGINEER shall assign Ms. Krystal Pruzinsky, P.E., Project Manager to manage the DESIGN, BID PERIOD AND ENGINEERING SERVICES DURING CONSTRUCTION FOR THE WHITNEY LIFT STATION FORCE MAIN REHABILITATION, CCWRD PROJECT NO. 690 (RFQ NO. 915-11). All services specified by this AGREEMENT shall be performed by the Project Manager, ENGINEER’S sub-consultants and key employees identified in the ENGINEER’S proposal under the personal supervision of the Project Manager. All employees identified in the ENGINEER’S cost proposal shall be subject to approval by OWNER’S representative. The Project Manager, the key members of the project team, as well as any sub-consultants used on the project are to be locally based in Clark County, Nevada and reside in the Clark County area for the duration of the project. Beside the ability to coordinate and communicate with District staff quickly and effectively, this requirement is intended to reduce project costs by avoiding unnecessary travel costs not incidental to the work required herein. ENGINEER must acknowledge its commitment to this requirement by specifically identifying the Project Manager, the team members, and the sub-consultants to be
assigned to this project at time of the Proposal submittal. Should the Project Manager, or any key employee of ENGINEER be unable to complete his or her responsibility for any reason, the ENGINEER will replace him or her with a qualified person whom the OWNER'S representative finds satisfactory. If ENGINEER fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default.

D. All materials, information, and documents, whether finished, unfinished obtained from other sources, or draft, developed, prepared, completed, or acquired by ENGINEER during the performance of services for which it has been compensated under this AGREEMENT, including without limitation the original mylar drawings, detail specifications, design calculations, data, studies, surveys, reports, correspondence, memoranda, maps, models, photographs, drawings and audio or video recordings, shall become the property of OWNER and shall be delivered to the OWNER'S representative upon completion or termination of this AGREEMENT whichever occurs first. ENGINEER shall not be liable for damages, claims, and losses arising out of any reuse of the plans and detail specifications on any other project without the written authorization of the ENGINEER.

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

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

G. ENGINEER shall be responsible in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the OWNER determines that such material is necessary for the completion of the services specified by this AGREEMENT. ENGINEER will be responsible for accuracy of information or data supplied by other sources to the extent such information or data would be relied upon by a reasonably prudent professional engineer.
H. The ENGINEER agrees that its officers and employees will cooperate with the OWNER in the performance of services under this AGREEMENT and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.

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

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

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

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

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

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

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

1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.

ENGINEER shall return original data provided by OWNER.

SECTION III

SCOPE OF SERVICES

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

SECTION IV

CHANGES TO SCOPE OF SERVICES

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

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

SECTION V

ADDITIONAL SERVICES OF ENGINEER

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

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

SECTION VI

COMPENSATION AND TERMS OF PAYMENT

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

B. Compensation and Method of Payment for Engineering Services:

1. The OWNER shall pay the ENGINEER for services in Section III, Scope of Services, Exhibit A, Task 1 and Tasks 3 through 8, a fee not to exceed $1,692,724.

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

3. The OWNER agrees to pay ENGINEER for any services described in Section V: A, Additional Services of Engineer, only if the services are requested in writing by the OWNER’S representative. Payment will be in
accordance with Exhibit C, Hourly Rate Schedule for additional services rendered in connection with the additional document provided by the District. Additional services to be requested are identified as Task 10 under Scope of Services, Exhibit A. An amount up to, but not exceeding $100,029 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 $1,792,753.

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

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

a. Company Name
b. Complete Address (including street, city, state, and zip code)
c. Company Telephone Number
d. Contact person
e. Itemized description of services rendered (including dates)
f. OWNER'S Purchase Order Number  

g. Company's Tax Identification Number  

h. Project and RFP/RFQ Number  

i. Itemized pricing and total amount due (excluding Sales and Use Tax)  

j. Company Invoice Number  

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

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

7. Invoice requests should include only services rendered in the current billing period. Requests consisting of charges for services rendered after the current billing period will be rejected and returned unpaid. The ENGINEER may invoice for approved and completed work on a monthly basis.  

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

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

NRS 338.520 requires that the District pay the Engineer any outstanding payment due including retainage if the District occupies or begins use of the project or portion of the project, a notice of completion for the project or a portion of the project is recorded or the District partially occupies one or more buildings of the project.

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

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

10. OWNER’S representative shall subtract from any payment made to
ENGINEER all damages, costs and expenses caused by, resulting from
or arising out of negligent errors or deficiencies in ENGINEER’S designs,
drawings, specifications, reports and other services which have not
previously been paid by ENGINEER.

11. In the event that ENGINEER contemplates the use of subcontractors to
perform some of the services required herein it is understood and agreed
that the above mentioned compensation includes a handling charge not to
exceed 5% to reflect increased expenses to ENGINEER occasioned by
utilization of such subcontracts. If such subcontractors are not utilized, or
utilized to a lesser extent than originally projected, such compensation
may be reduced accordingly. OWNER may require verification of all
amounts paid subcontractors by ENGINEER.

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

13. OWNER may withhold any payment or portion thereof which is disputed
until such time as the dispute is resolved without paying any interest
associated with the payments withheld.
SECTION VII
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION VIII
SUBCONTRACTS

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

B. Prior to considering ENGINEER’S request to subcontract or change subcontractors the ENGINEER shall provide a one or two page written report to OWNER stating what talents, skills and experience the subcontractor brings to the project to include past performance of subcontractor in management ability, cost control, timely performance and thoroughness of work on projects similar to OWNER’S project.

C. Approval by OWNER of ENGINEER’S request to subcontract or to change subcontractors or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve ENGINEER of responsibility for the professional and technical accuracy and adequacy of the work. ENGINEER shall be and remain liable for all damages to OWNER caused by negligent performance or nonperformance of work under the AGREEMENT by ENGINEER’S subcontractor or their sub-subcontractor.

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

SECTION IX
TIME SCHEDULE

ENGINEER shall furnish OWNER’S representative a schedule for performance of services not later than 10 calendar days after ENGINEER receives written notice to proceed from OWNER’S representative. The schedule shall set forth not more than (1,022) calendar days from Notice to Proceed for Task 1, and Tasks 3 through 8 as a period of time which may
reasonably be required to complete the services identified in Exhibit A, including any additional services authorized by the District, and shall terminate on June 30, 2015. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the ENGINEER will provide a 14-calendar day allowance for each OWNER review period. If the ENGINEER’S performance of services is delayed or if the ENGINEER’S sequence of tasks is changed, he shall notify the OWNER’S representative in writing of the reasons for the delay. The ENGINEER shall then prepare a revised schedule for performance of services and submit the revised schedule to the OWNER’S representative. The ENGINEER shall perform and complete the work according to the schedule furnished to OWNER’S representative. If the ENGINEER is delayed by conditions within his control, as determined by OWNER after consultation with the ENGINEER, OWNER shall have the right to increase the percentage withheld from monthly payments under Section VI:B of this AGREEMENT until such time as the ENGINEER has complied with the schedule requirements or presented an acceptable plan for such compliance. Such withholdings by OWNER will not require payment of interest under the provisions of Section VI:B.

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

SECTION X

MISCELLANEOUS PROVISIONS

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

B. Termination

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

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

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

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

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

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

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

8. The rights and remedies of the OWNER and the ENGINEER provided in this
section are in addition to any other rights and remedies provided by law or under
this AGREEMENT.
9. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

C. Covenant Against Contingent Fees

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

D. Gratuities

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

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

E. Insurance

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

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

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

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

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

F. Indemnity

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

G. Fair Employment Practices

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

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

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

H. Covenant

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

I. Assignment

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

J. Order of Preference

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

A. This AGREEMENT

B. Exhibit A: Scope of Services dated August 6, 2012
C. Exhibit B: Milestones
D. Exhibit C: Hourly Rate Schedule (For Additional Services and Additional Reimbursable Expenses)
E. Exhibit D: Disclosure of Ownership
F. Exhibit E: Insurance Requirements
G. Exhibit F: District Travel Policy for Contractors/Consultants
H. Exhibit G: Special Conditions - Safety and Security Requirements
I. Exhibit H: Subcontractor Information

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

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

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

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

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

P. Notice

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

TO OWNER: CLARK COUNTY WATER RECLAMATION DISTRICT
BRYAN OSBORNE, PROJECT MANAGER
JEAN HUTTON, PURCHASING ANALYST
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122
(702) 668-8149; (702) 668-8097
FAX (702) 668-9140; (702) 668-9090

TO ENGINEER: BROWN AND CALDWELL
RON ABLIN
4425 W. SPRING MOUNTAIN RD., STE. #225
LAS VEGAS, NV 89102
PHONE (702) 938-4080
FAX (702) 938-4082

Q. Counterparts; Electronic Delivery

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

CLARK COUNTY WATER RECLAMATION DISTRICT

By: ________________________________
    RICHARD MENDES
    General Manager

BROWN AND CALDWELL

By: ________________________________
    RON ABLIN
    Vice President

APPROVED AS TO AVAILABLE FUNDING:

By: ________________________________
    BRIDGETTE McINALLY
    Financial Services Manager

APPROVED AS TO LEGALITY ONLY:
STEVEN WOLFSON, DISTRICT ATTORNEY

By: ________________________________
    CAROLYN CAMPBELL
    Deputy District Attorney
EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
DESIGN, BID AND ENGINEERING SERVICES DURING CONSTRUCTION
CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 690
WHITNEY FORCE MAIN REHABILITATION

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EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WHITNEY FORCE MAIN REHABILITATION
DESIGN, BID AND SERVICES DURING CONSTRUCTION
CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 690

PURPOSE OF EXHIBIT

The purpose of this Exhibit A is to establish the Scope of Services to be provided by Brown and Caldwell (Consultant) to the Clark County Water Reclamation District (District) in connection with Whitney Force Main Rehabilitation. Nothing in this Exhibit is to be construed to either conflict or take precedence over the terms and conditions of the primary Agreement.

PROJECT BACKGROUND

PROJECT HISTORY

The Whitney Lift Station handles flows from the southeastern area of Las Vegas and is critical to delivering flows to the wastewater treatment plant. There are two force mains that service the Whitney Lift Station, an 18-inch asbestos cement pipe (ACP) which is 2.9 miles long and a 24-inch ductile iron pipe (DIP) which is 3.2 miles long. The two pipelines have different alignments. The 18-inch ACP force main was built in 1974 and the 24-inch DIP force main was built in 1999.

The Whitney Lift Station receives approximately 3.5 million gallons per day (mgd) of flow. There are 4 250 hp variable frequency drive (VFD) pumps, each with a rated capacity of 2870 gpm at 240 ft of head.

NEED FOR PROJECT

A condition assessment of multiple District lift station force mains throughout the Las Vegas valley was completed in May 2012. In this report, it was determined that the Whitney Lift Station force mains required rehabilitation. Also, due to the criticality of this lift station, full redundancy needs to be implemented.

PROJECT DESCRIPTION

This project will consist of abandoning in place the existing 18-inch ACP force main and placing 2 dual force mains in the same alignment. The dual force mains size and material will be determined by the surge analysis and hydraulic analysis.

Also, the 24-inch will be rehabilitated by removing the 11 in-line gate valves, adding in pigging stations every 1000 ft, and performing cleaning.
PROJECT STAGING AND SEQUENCING

This project will be sequenced to minimize bypassing of flows to reduce disruptions to the operations of the Whitney Lift Station.

SCOPE OF WORK

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

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

TASK 1 – PROJECT MANAGEMENT

Consultant is responsible for the management of all services provided by Consultant to District. This management is to extend across all phases and parts of the project. The Consultant Project Manager is to monitor, report and coordinate efforts with the District Project Manager. This Task will be through Bid Phase Services. Correspondence, invoicing, etc. as described below will continue throughout Construction Services as part of that Task. Tasks include:

1 - Communications and Correspondence

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

2 - Meetings and Workshops

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

A. **Kick-off Meeting.** Within 2 weeks of the issuance of the Notice to Proceed, conduct an initial Kick-off meeting with District staff. Agenda is to include as a minimum:

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

B. **Technical Workshops.** Conduct 1 technical workshop to discuss pigging station requirements. These reviews may be associated with the preparation and review of Technical Memoranda.

C. **Progress/Status Meetings.** Consultant will meet monthly with the District staff to discuss project progress, status, schedule, budget, potential issues, required decisions and upcoming activities for the next month.

D. **Deliverable Review Workshops.** Consultant will schedule and conduct review workshops related to deliverables provided including:

**Design**

- Draft Basis of Design Report
- Specification & Table of Contents Review
- 60 Percent Design Submittal
- 90 Percent Design Submittal
- 100 Percent Design Submittal

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

E. **External Coordination Meetings.** Consultant shall conduct 10 coordination meetings with: Clark County Developmental Services, Clark County Building Department, Clark County Regional Flood Control District, US Fish and Wildlife, and Nevada Division of Environmental Protection (NDEP). District Project Manager or designee must be invited to attend any meetings with other entities.

3 – **Reviews, Approvals and Permits.** At the start of the project, Consultant is to determine the required reviews, approvals and permits, including easements and rights-
of-way, associated with project implementation. A plan with a detailed schedule for procurement of necessary reviews, approvals and permits is to be submitted to the District. Consultant will assist the District with procurement of these reviews, approvals and permits.

Consultant will provide in the specifications a list of permits which must be obtained by the construction contractor. Assistance to the District will apply only to the areas impacted by the Project and will include preparation of applications, exhibits, drawings and specifications as necessary for District's execution and submittal; and furnishing additional information about the Project design required for permit approvals.

4 – Project Execution Plan. Consultant is to prepare a Project Execution Plan (PEP). Consultant will adhere to the established District procedure for PEP. The draft PEP for District review is to be provided within 30 days of NTP. The PEP will establish and clearly define at the project's outset the following:

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

The plan is to be updated as necessary throughout the project's duration and to be used as a tool for tracking of status as well as communicating progress to the District. The PEP is one of the first deliverables provided by the Consultant to the District. District Project Manager will provide guidance on the content/format of the PEP and will provide a review and comment on the initial submittal. The PEP will be used throughout the project's duration with updates provided as required. These updates will originate with the Consultant and be reviewed and validated by the District Project Manager.

At a minimum, Consultant will update PEP for the engineering kick-off meeting, 90% design submittal and board award of the construction contract.

5 – Schedule and Progress Reporting

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

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

Whitney Force Main Rehabilitation
August 6, 2012
A. General Requirements - Scheduling

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

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

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

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

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

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

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

8. Consultant shall submit 1 electronic file compatible with District's Primavera P6 version 7.0.

9. If Consultant's schedule fails to identify contractually required sequences, restraints, and milestones, acceptance by District shall not imply waiver or waive agreement requirements.

10. Consultant shall submit time impact analysis with proposed agreement amendments.

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

1. Consultant shall use the latest versions of Primavera compatible with District's Primavera P6 version 7.0.

2. Consultant shall base schedule on a five-day work week including Consultant's recognized holidays. For activities which are the sole responsibility of the District, Consultant shall add a second calendar which shall include the District's holidays.
3. Schedule shall reflect work logic sequences, restraints, delivery windows, District and Consultant review times, contract times, and milestones set forth in the Agreement, and shall begin with the date of Notice to Proceed and conclude with the completion of the Work.

4. Schedule shall show complete interdependence and the sequence of project-related activities reasonably required to complete the Work. Work of separate tasks and subtasks and other logically grouped activities shall be identified on one critical path. The critical path shall be clearly identified by a color code (i.e., red).

5. Include the following information on the project schedule baselines and updates: dates for early and late start, early and late finish; total float; project number; project name; page numbers; revision number (the word Draft shall not appear in final documents); and original and remaining durations.

6. Provide activity duration for District reviews of not less than three weeks.

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

8. For monthly update schedule submissions include overall percent complete projected and actual for each listed activity.

9. The schedule shall be updated monthly as required to maintain an accurate schedule that reflects actual and planned activities. The actual (forecast) and planned (baseline) activities shall be identified by a separate and distinct color.

10. Monthly update shall include actual costs as well as any approved or pending adjustments to the original budgeted costs. Actual costs shall include accrual costs for work not yet invoiced to District.

C. Schedule Format (Engineering Agreements Less Than $1,000,000) NOT USED

D. Monthly Progress Updates

1. Meetings. Consultant shall be prepared to discuss the following items during the monthly progress meetings with the District:

   a. Summary of work completed during the past 30-day period

   b. Summary of work planned during the next 30-day period

   c. The status of major project components (percent complete, amount of time ahead or behind schedule) and an explanation of how the project will be brought back on schedule if delays have occurred.
d. Explanation for any schedule changes, including changes to the logic or to activity durations.

e. Progress made on critical activities indicated on the CPM schedule as well as any items that could potentially delay the project.

f. Additional project status information as requested by District.

g. Identification of all changes made to the previous schedule.

h. Key project issues

i. Key project decisions

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

   a. Brief narrative on the project's current status
      - Work done in current month
      - Work scheduled for next month
      - Most recent milestone completed
      - Scheduled date for next milestone to be completed

   b. Issues
      - Required District Actions
      - Outstanding Issues to be Resolved

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

3. Issues – Decisions Log. Consultant will create and maintain an Issues – Decisions Log in accordance with the procedure provided by the District.

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

6 – Construction Cost Estimates

Consultant will prepare cost estimates (opinions of probable cost) using the appropriate standard of care and employing pertinent guidelines as established by the Association for the Advancement of Cost Estimating (AACE).
Opinions of probable costs will be prepared for each set of construction documents identified; opinions will be prepared at the Basis of Design Report, 60% level of design completion, and on the final bid documents. Opinions of probable costs must reference applicable ENR cost indexes and include local market factors.

7 – Project Coordination

Consultant will be responsible for all internal coordination activities among the Consultant design team, including subconsultants.

8 – Invoicing

All invoices will be prepared and submitted in accordance with requirements outlined within this Agreement. All invoices must be submitted in a standard format as provided by the District.

Invoices shall be submitted monthly for charges incurred in the prior month. Consultant shall be responsible to review invoice for accuracy and correctness prior to submittal to District. Invoices shall be submitted with District’s required cover page template and invoice summary template. Invoiced costs incurred in a period prior to the current invoice period must be identified as shown in the standard invoice format. An updated log showing all submitted invoices to date must be provided with each invoice.

The monthly project schedule update in PDF format and the monthly progress report shall be submitted with the invoice for the same time period.

9 – Quality Management

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

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

10 – Assistance with Environmental Assessment Development

Not Used

11 – Document Control

Consultant shall provide all applicable project documents to the District through Contract Management in accordance with District procedure.

12 – Risk Management

Consultant shall prepare and maintain a project risk register to support achievement of project objectives. Risk identification will be done in conjunction with District Project Manager. A risk identification workshop may be required. Consultant shall quantify risks in terms of schedule and cost impact and a probability of occurrence. Risks will be reviewed in monthly progress/status meetings. Risks to be reduced will be determined in conjunction with District Project Manager. For larger, more complex projects, a risk
panel consisting of Consultant and District members meeting at regular intervals may be necessary.

TASK 2 – PLANNING STUDY (NOT USED)

TASK 3 – PRE-DESIGN / BASIS OF DESIGN REPORT

Consultant will prepare a Pre-design / Basis of Design Report to document technical and engineering decisions, which are then used as the basis for development of detailed design documents. The Report will be updated throughout the design to document further technical, engineering and operational decisions. Copies of pertinent meeting minutes will be included in an appendix of the Report. The Report will present a text and table summary of equipment comparisons, selection process, system operating concepts and maintenance requirements, technical memorandums, general site plan, process schematics and flow diagrams, design criteria for each process, hydraulic profile, preliminary P&ID’s, process unit layout drawings, architectural concepts, utilities and electrical single-line diagram.

Ten (10) bound copies of the draft report will be provided to the District for their review. Five (5) bound copies and one (1) electronic copy of the final report will be provided to the District after incorporation of comments received regarding the draft report.

1. Review Reference Documents

The District will provide to the Consultant copies of readily available existing data for the existing 18-inch ACP force main and 24-inch DIP force main, Whitney Lift Station demand information, and existing Whitney Lift Station operations. This should include as-built drawings, hydraulic profile, pipeline plan and profiles, equipment submittals and O&M Manuals. As-built drawings and assessment reports will be reviewed by the Consultant to develop an understanding of existing conditions.

2. Background Information and Data Collection

The Consultant will perform field evaluations at the site to support the requirements of the evaluations. The results of the field investigations will be incorporated into the BODR

- One site visit will include a visual inspection of the existing Whitney Lift Station, on-site piping, and initial alignment walks. An on-site interview with operations and maintenance personnel will be conducted at the same time.

3. Systems Evaluations

Based on the reference documents and site investigation, the Consultant will perform an evaluation of the Whitney Lift Station force main system which will include:

- Hydraulic and surge analysis of the new force main system
  - Dual force main sizing
  - Surge mitigation options – surge tank vs. AVAR
• Methods for abandonment of existing 18-inch ACP force main
• Pigging station approximate locations and lay-out for dual force main
• Pigging station approximate locations and lay-out for existing 24-inch DIP force main
• Removal of existing gate valves on existing 24-inch DIP force main
• Cleaning for existing 24-inch DIP force main
• Whitney Lift Station operational strategy
• Applicable Codes and Safety

The facilities will be evaluated in accordance with the latest editions of the pertinent codes and regulations, as adopted by the District, or as agreed to by the District and Consultant at the beginning of the Preliminary Design effort. At a minimum, the latest edition of the Ten-States Standard, the local "Design and Construction Standards for Wastewater Collection Systems", applicable AWWA Standards, and Hydraulic Institute Standards shall be used.

4. Recommended Improvements

The Consultant will document the evaluation and recommendations in a Draft Basis of Design Report based on the System Evaluations. One deliverable review meetings will be conducted with the Consultant and the District in which the recommendations will be discussed and finalized.

5. Basis of Design Report

Consultant will document the decisions, recommendations, preliminary plans, site layouts, project descriptions, and design criteria established during the preliminary design phase into a Basis of Design Report. The Report will serve as a record of the decisions made during the preliminary design and provide the basis for detailed design. It is anticipated that the Report will contain the following sections:

I. Project Requirements
   a. Background and Purpose
   b. Codes and Standards

II. Surge Analysis
    a. Background and Purpose
    b. Conclusion

III. Dual Force Mains
     a. Pipeline Sizing
     b. Material
     c. Alignment
     d. Appurtenances
     e. Pigging Stations

IV. Existing 18-inch Force Main
    a. Abandonment Plan

V. Existing 24-inch Force Main
    a. Existing Gate Valve Removal
    b. Pigging Stations
    c. Cleaning

VI. Whitney Lift Station Operations
a. Influent Flow rates and Peaking Factors  
b. Planned Operations  
c. Flow meter(s) and pressure transmitter(s) for new forcemains  
d. Addition of flow signals to existing SCADA  
e. Relocation of light pole

VII. Construction  
   a. Scheduling and Sequencing  
   b. Permits  
   c. Easements  
   d. Probable Construction Cost Estimate

VIII. Appendices  
   a. Technical Memoranda  
   b. Meeting Notes

TASK 4 - DETAILED DESIGN

The intent of Detailed Design is to prepare a biddable set of plans, technical specifications, and Contract Documents based on the design concepts and criteria developed in Part 3. The deliverables associated with this work will be final contract documents, suitable for obtaining bids from qualified Construction Contractors.

1 – Utility Location and Rights-of-Way

Consultant will research the location of above and below ground utilities within the affected areas of the project. Buried utility maps will be collected from the affected agencies. This information will be incorporated into the contract documents. Consultant will determine all potential impacts from rights-of-way, easements and property information as required.

2 – Field Investigations

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

Consultant will provide the services of a land surveyor to set horizontal and vertical controls and locate existing street right-of-way and critical property corners along pipeline alignment, and to provide additional records on right-of-way and property information as required. Establish the existing ground contours along the route of the pipelines so that accurate ground profiles can be prepared. Provide location of existing utilities through the use of utility maps and utility location services. (Include, if necessary, the preparation of information necessary for the District to obtain easements.)

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

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

- Initial geotechnical exploratory work, such as soil borings, penetration tests,
  subsurface explorations, laboratory tests of soils, rock formations, and
  other geophysical phenomena which are required to provide information for
  design, and other field and laboratory tests and analyses which are
  required to provide design information.

- An initial geotechnical report by a qualified geotechnical firm interpreting the
  data on the exploratory work and testing and setting out the site conditions
  that can be anticipated from this initial exploratory work.

- Work required to submit a NDEP Groundwater Dewatering Permit
  application

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

3 - Prepare Plans and Specifications

A. **Contract Documents.** Prepare plans and specifications to bid and construct
facilities as recommended in the Basis of Design Report, and as directed by the
District.

B. **Codes and Standards.** Plans and specifications will be prepared in accordance
with the standard of care for public works construction, 10 State Standards,
CCWRD Design Standards, Hydraulic Institute Standards, and NDEP
requirements. The facilities will be designed in accordance with the latest editions
of the pertinent codes and regulations, as adopted by the District, or as agreed to
by the District and Consultant at the beginning of the Detailed Design effort.
Changes in codes and regulations which occur after the design is 50 percent
complete may be considered a change in scope.

C. **Format.** Plans will be prepared on 22 inch by 34 inch format, using AutoCAD
software. Electronic files of the plan sheets will be provided to the District on
completion of design. The District Project # and Public Works Project # (when
provided) shall be placed under the project name in all title sheets pertaining to
the project. All document pages, including specifications and drawings shall
show the District Project #690. The District Project # shall be located in the foot
note on specifications and other written documents, and under the project name
in every drawing. The specific text shall read “CCWRD #690”.

Whitney Force Main Rehabilitation
August 6, 2012
D. **Submittal.** Consultant will submit 20 half size sets of progress plans and technical specifications to the District for review and comment at the 60 percent, 90 percent and 100 percent complete stage of design. The intent of these submittals is to obtain review comments from the District's staff. The Consultant will respond to all written comments and incorporate comments where appropriate. The bid ready document submittal will include original, sealed drawings and specifications. Submittals shall be provided and review comments logged in accordance with the District's established procedure for submittal reviews.

E. **Specifications.** Specifications will be prepared in CSI 2011 format and will incorporate District's standard specifications for Division 0 and Division 1. All specifications will be prepared using Microsoft Word and all specifications will be provided to the District in electronic format.

Specifications to be stamped must be submitted at least one week in advance for District Construction Management to review.

F. **Assistance in acquiring easements, rights-of-way and permits.** Consultant will assist the District in acquiring easements, rights-of-way and permits.

**TASK 5 – BID PERIOD SERVICES**

The intent of the Bid Period Services phase of this project is to provide engineering services to the District to advertise, obtain bids, and award a contract to a construction Contractor. Consultant will assist the District in technical aspects of bidding and award. Specific services to be provided are as follows:

1. **Distribution of Contract Documents**

District will place a Notice Inviting Bids in local newspapers. Consultant will make plans and specifications available to prospective bidders and will act as administrator in mailing Contract Documents to prospective bidders. Complete sets of Contract Documents will be made available for Industry plan rooms.

2. **Response to Bid Period Questions**

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

3. **Pre-bid Conference**

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

4. **Addenda**

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

5 - Bid Opening and Review

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

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

If requested, Consultant will attend any District meeting when award or rejection of Bids/Construction Contract is considered. Services associated with responding to any bid protest are not covered by this Scope of Work.

6 - Conformed Documents

Consultant will prepare Conformed Plans and Specifications.

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

The following documents shall be included in the conformed documents:

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

Consultant shall deliver the following copies of Conformed Documents to the District Document Control Center for District Construction Management:

• 2 full size sets of drawings (22" X 34")
• 10 half size sets of drawings (11" X 17")
• 10 sets of Specifications
• Electronic files: ( 1-.pdf set) and (1 - .dwg or 1 - .dgn set)

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

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

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

• 5 full size sets of drawings (22" X 34")
• 5 half size sets of drawings (11" X 17")
• 10 sets of Specifications
• Electronic files: ( 1-.pdf set) and (1 - .dwg or 1 - .dgn set)

Consultant will adhere to established District procedure for Conformed Documents.

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION

1 – Coordination
Manage and coordinate Design Team to provide engineering support during construction. Coordinate, prepare for and attend 1 pre-construction, 1 partnering, 48 weekly progress meetings, and 12 monthly site visits.

2 – Submittal Review
Manage, review, approve (or reject as necessary) and document / log the contractor technical submittals and/or shop drawings for compliance with the contract documents. The Consultant shall anticipate two (2) review cycles for all submittals. The number of submittals shall be assumed as 500.

3 – Contract Documents Interpretation and Clarification
Interpret the technical content of drawings and specifications with respect to requests for clarification and/or deviation from them. Review, document, recommend specific action, and respond to all requests for information. The number of RFI s shall be assumed as 150.

4 – Change Order Assistance
Prepare drawings / sketches, specifications, cost estimates for contractor change orders and assist in negotiations. The number of Change Orders is assumed to be 20.

5 – Substantial and Final Completion
Consultant Project Manager, Lead Design Engineer and the District Project Manager and District Construction Manager (DCM) shall attend a substantial completion walk through inspection. Consultant will also assist the District in:

1) Confirming Contractor’s claim of substantial or final completion has been met

2) Development of a punch list of items necessary to complete the project

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

6 - Final Job Walk Audit
Following verification of the Contractor’s Final Completion, the Consultant Project Manager, Lead Design Engineer and Operations Specialist shall schedule and facilitate a final job walk audit with the District Project Manager, District Construction Manager and District Operations and Maintenance staff to audit how well the design intent and construction implementation are synchronized. Following the final job walk audit, Consultant shall prepare a Draft and Final Job Walk Audit Memorandum that documents the level of synchronization and includes the chronologic history of the Issues-Decisions Log and Change Management Log, and all resolutions associated with both logs. Consultant will facilitate a Draft Job Walk Audit Memorandum review meeting. Draft and Final Job Walk Audit Memorandum shall also include District initiated work change directives. Consultant shall document lessons learned in Draft and Final Job Walk Audit Memorandum.

7 – Final Record Drawings
Consultant shall revise, on a monthly basis, the original CAD drawings to reflect documented design changes during construction. The District will provide monthly progress drawing changes and final documentation of changes from the Contractor. Contractor’s marked-up drawings will be checked by the District and will be ready for
drafting prior to revision of record drawings. This scope assumes accurate and complete record mark-ups from the CONTRACTOR. Revised drawings will be updated monthly during the course of construction and provided electronically (pdf) within 15 calendar days of request by District. Drawing revisions for unforeseen conditions or changes in the scope of work will be addressed as Additional Services and approved by the District in writing.

Upon project final completion, the Consultant will prepare final record drawings that incorporate the following:

- Addenda
- Contract Clarifications
- Field Changes
- Change Orders

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

TASK 7 - CONSTRUCTION FIELD ADMINISTRATION (NOT USED)

TASK 8 – PROJECT COMMISSIONING

1 – Startup Plan (Not Used)

2 – O&M Manual
Consultant will prepare an O&M manual using District’s standard format. The O&M manual will be written for use by the District personnel, structured for ease in locating and providing quick access to information. The O&M manual will include the following information:

- Introduction and basis of design
- Detailed process description
  - Physical characteristics
  - Operating parameters
  - Standard operating procedures
  - Start-up procedures
  - Shutdown procedures
  - Abnormal or emergency operating procedures
  - Process controls
  - Troubleshooting
  - Process monitoring and evaluation
  - Final Process monitoring and evaluation
- Maintenance procedures, based on information presented in the manufacturers equipment manuals, including preventive maintenance schedules recommended by the manufacturers. Maintenance schedules will include the maintenance task, frequency, recommended lubricants and will be cross referenced to the manufacturer’s manual for further detail.
• List of recommended spare parts

Four copies of the first draft manual will be submitted, in three ring binders, for use in the training sessions. After start-up, the Consultant will incorporate comments received from the District as appropriate, and four copies of the final manual, in three ring binders, will be submitted within six months after start-up. Consultant shall also provide an electronic submittal of the final manual.

3 – Training (Not Used)

4 – PLC and/or SCADA Programming (Not used)

5 – Power System Study (Not Used)

TASK 9 – CONTINGENCY (NOT USED)

TASK 10 - ADDITIONAL SERVICES
When requested by the District, Consultant shall provide additional services. Consultant will perform additional services only as authorized in writing by the District. Upon new activity identification, Consultant will provide a written scope of work, cost estimate and proposed schedule for District approval. Consultant will start the activity only upon receipt of written approval from District. Services may include but are not limited to:

• Additional Easement/ROW Support
RESPONSIBILITIES OF THE DISTRICT

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

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

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

3. Provide the Consultant with the District’s standard specifications for Divisions 0 and 1.

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

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

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

7. Provide access to District readily available records as needed.

8. The District will provide all PLC and SCADA programming and associated witnessed testing.

9. Provide asset management or other equipment and instrument numbering system and range of numbers for Consultant use in assigning to new equipment within 30 days of Notice-to-Proceed.

10. The District will be responsible for any permit application fees.
## EXHIBIT B
### MILESTONES
#### PROJECT 690 - WHITNEY FORCE MAIN REHABILITATION

<table>
<thead>
<tr>
<th>PLANNING MILESTONES</th>
<th>PERCENTAGE OF WORK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of Site Development Plan, including Public Review Meetings and Land Use Requirements</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESIGN MILESTONES</th>
<th>PERCENTAGE OF WORK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-design / Basis of Design Report</td>
<td>9%</td>
<td>$135,103.00</td>
</tr>
<tr>
<td>Completion of 50% Construction Documents</td>
<td>27%</td>
<td>$404,270.00</td>
</tr>
<tr>
<td>Completion of 90% Construction Documents</td>
<td>12%</td>
<td>$176,136.00</td>
</tr>
<tr>
<td>Completion of 100% Construction Documents</td>
<td>7%</td>
<td>$100,881.00</td>
</tr>
<tr>
<td>Completion of Bidding Assistance</td>
<td>2%</td>
<td>$25,504.00</td>
</tr>
<tr>
<td>Completion of Basic Services of Contract Administration ( billed monthly through course of the design and construction period)</td>
<td>9%</td>
<td>$135,315.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ENGINEERING SERVICES DURING CONSTRUCTION MILESTONES</th>
<th>PERCENTAGE OF WORK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Services during Construction (to be paid in equal monthly payments upon the issuance of Administrative Notice to Proceed)</td>
<td>34%</td>
<td>$513,296.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>100%</strong></td>
<td><strong>$1,490,505.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>DELIVERABLES / REPORT / STUDY / SERVICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boundary Survey / Map / Legal Description / Hard Copy / Electronic Files</td>
<td>$20,685.00</td>
</tr>
<tr>
<td>Architectural Topographic Survey / Map / Hard Copy / Electronic Files</td>
<td>$26,145.00</td>
</tr>
<tr>
<td>Traffic Study / Hard Copy / Electronic Files</td>
<td>$</td>
</tr>
<tr>
<td>Drainage Study / Hard Copy / Electronic Files</td>
<td>$</td>
</tr>
<tr>
<td>Geotechnical Report (...) Boring / Hard Copy / Electronic Files</td>
<td>$127,385.00</td>
</tr>
<tr>
<td><strong>Bid Sets:</strong> Fifty (50) individually, rolled Bid Sets of drawings (originals shall be stamped and corrected by CONSULTANT to reflect approved building plan check requirements and revisions) / Electronic Files</td>
<td>$15,000.00</td>
</tr>
<tr>
<td><strong>Conformed Documents:</strong> Individual sets of drawings per engineering agreement (originals shall be stamped and corrected by CONSULTANT and re-plan checked as necessary to reflect revised bid addenda and clarifications, if necessary) / Electronic Files</td>
<td>$13,004.00</td>
</tr>
<tr>
<td>Three (3) 24&quot; x 36&quot; colored, framed renderings of building floor plan and/or elevations</td>
<td>$</td>
</tr>
<tr>
<td>Reimbursement of CONSULTANT-paid OWNER expenses</td>
<td>$</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$202,219.00</strong></td>
</tr>
</tbody>
</table>

| GRAND TOTAL | $1,692,724.00 |

B - 1
EXHIBIT C
HOURLY RATE SCHEDULE
(FOR ADDITIONAL SERVICES AND ADDITIONAL REIMBURSABLE EXPENSES)
PROJECT #90 - WHITNEY FORCE MAIN REHABILITATION
ENGINEER'S HOURLY RATES

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

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice President</td>
<td>$250</td>
</tr>
<tr>
<td>Supervising Engineer</td>
<td>$230</td>
</tr>
<tr>
<td>Managing Engineer</td>
<td>$215</td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>$200</td>
</tr>
<tr>
<td>Designer</td>
<td>$150</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$130</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$105</td>
</tr>
<tr>
<td>Accountant III</td>
<td>$95</td>
</tr>
<tr>
<td>Office/Support Services IV</td>
<td>$85</td>
</tr>
</tbody>
</table>

SUBCONSULTANT'S HOURLY RATES

<table>
<thead>
<tr>
<th>Subconsultant: Ninno &amp; Moore</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLASSIFICATION</td>
</tr>
<tr>
<td>-----------------------------</td>
</tr>
<tr>
<td>Principal Engineer</td>
</tr>
<tr>
<td>Senior Engineer/Geologist</td>
</tr>
<tr>
<td>Project Engineer</td>
</tr>
<tr>
<td>Project Geologist</td>
</tr>
<tr>
<td>Senior Staff Engineer</td>
</tr>
<tr>
<td>Staff Engineer</td>
</tr>
<tr>
<td>Staff Scientist</td>
</tr>
<tr>
<td>Staff Geologist</td>
</tr>
<tr>
<td>Senior Special Inspector</td>
</tr>
<tr>
<td>Special Inspector</td>
</tr>
<tr>
<td>Environmental Technician</td>
</tr>
<tr>
<td>Senior Engineering Technician</td>
</tr>
<tr>
<td>Lab/Field Supervisor</td>
</tr>
<tr>
<td>Lab/Field Technician</td>
</tr>
<tr>
<td>Laboratory Assistant</td>
</tr>
<tr>
<td>Drafter/Plan</td>
</tr>
<tr>
<td>Administrative Staff</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subconsultant: TriCore Surveying</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLASSIFICATION</td>
</tr>
<tr>
<td>----------------------------------</td>
</tr>
<tr>
<td>Principal</td>
</tr>
<tr>
<td>Project Manager/Project Surveyor</td>
</tr>
<tr>
<td>1 Man Survey Crew</td>
</tr>
<tr>
<td>2 Man Survey Crew</td>
</tr>
<tr>
<td>3 Man Survey Crew</td>
</tr>
<tr>
<td>Administrative/Clerical</td>
</tr>
</tbody>
</table>

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

None authorized or anticipated as of the commencement date of this AGREEMENT. Any additional reimbursable expense would be required to be added to the AGREEMENT in writing in the form of an additional document provided by the OWNER. For reimbursable expenses of the ENGINEER, the OWNER shall compensate the ENGINEER a multiple of one and one tenth (1.10) times the actual direct costs (costs directly related to the performance of services under this AGREEMENT) incurred by the ENGINEER. This multiple includes all compensation for overhead and profit related to the reimbursable expenses.
EXHIBIT D – DISCLOSURE OF OWNERSHIP/PRINCIPALS
INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

For All Contracts – (Not required for publicly-traded corporations)
1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Business Entity Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Sole Proprietorship</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Designation Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ MBE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporate/Business Entity Name:</th>
<th>Brown and Caldwell</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Include d.b.a., if applicable)</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td>201 North Civic Drive, Suite 115</td>
</tr>
<tr>
<td>City, State and Zip Code:</td>
<td>Walnut Creek, CA 94596</td>
</tr>
<tr>
<td>Telephone No:</td>
<td>925-937-9010</td>
</tr>
<tr>
<td>Fax No:</td>
<td>925-937-9026</td>
</tr>
<tr>
<td>Local Street Address:</td>
<td>4425 Spring Mountain Road, Suite 225</td>
</tr>
<tr>
<td>City, State and Zip Code:</td>
<td>Las Vegas NV 89102</td>
</tr>
<tr>
<td>Local Telephone No:</td>
<td>702-938-4080</td>
</tr>
<tr>
<td>Local POC Name Email:</td>
<td><a href="mailto:rgabriel@brownandcaldwell.com">rgabriel@brownandcaldwell.com</a></td>
</tr>
</tbody>
</table>

Number of Clark County Nevada Residents Employed: 8

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 lender(s).

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

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

See Attached List of Officers and Directors

---

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 correct, 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: Ronald Ablin, PE
Print Name
Vice President
Title
Date: August 16, 2012

---

D-2
OFFICERS (Reappointed annually)

James R. Miller
President
201 N. Civic Drive
Walnut Creek, CA 94596

Valorie B. Feher
Treasurer
1697 Cole Boulevard, Suite 200
Golden, CO 80401

Robert D. Goodson
Secretary
201 N. Civic Drive
Walnut Creek, CA 94596

DIRECTORS (Reappointed annually)

Craig Goehring (I)
Chairman and
Chief Executive Officer
201 N. Civic Drive
Walnut Creek, CA 94596

James R. Miller
President and Chief
Operating Officer
201 N. Civic Drive
Walnut Creek, CA 94596

Robert D. Ash, IV
Vice President
501 Great Circle Road, Suite 150
Nashville, TN 37228

Benjamin Montoya (E)
President-CEO (retired)
Public Service Co of New Mexico
201 N. Civic Drive
Walnut Creek, CA 94596

Charles W. Reese (E)
Attorney at Law
Wulfsberg Reese & Sykes
201 N. Civic Drive
Walnut Creek, CA 94596

Harold R. Somerset (E)
CEO (retired), C&H Sugar
201 N. Civic Drive
Walnut Creek, CA 94596
**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)

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**For County Use Only:**

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

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

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

Notes/Comments:

______________________________
Signature

______________________________
Print Name
Authorized Department Representative

D-3
EXHIBIT D- DISCLOSURE OF RELATIONSHIP

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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EXHIBIT E - INSURANCE REQUIREMENTS

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

1. **Formal/Time:** The ENGINEER shall provide Owner with Certificates of Insurance, per the sample format (page E-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 of termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.

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

10. **Failure To Maintain Coverage:** If the ENGINEER fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the ENGINEER to stop the work, declare the ENGINEER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the ENGINEER or deduct the amount paid from any sums due the ENGINEER under this Contract.
EXHIBIT E - INSURANCE REQUIREMENTS

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

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

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

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

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

1) Insurance Broker’s name, complete address, phone and fax numbers.
2) ENGINEER’s name, complete address, phone and fax numbers.
3) Insurance Company’s Best Key Rating
4) Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) General Aggregate ($2,000,000)
   (E) Products-Completed Operations Aggregate ($2,000,000)
   (F) Personal & Advertising Injury ($1,000,000)
   (G) Each Occurrence ($1,000,000)
   (H) Fire Damage ($50,000)
   (I) Medical Expenses ($5,000)
5) Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)
6) Worker’s Compensation
7) Professional Liability
8) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
9) Certificate Holder:

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

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

INSURED

INSURERS AFFORDING COVERAGE

COVERAGE

CERTIFICATE NUMBER:

REVOLUTION NUMBER:

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.

GENERAL LIABILITY

TYPE OF INSURANCE

POLICY NUMBER

CLAIMS MADE

LIMITS

EACH OCCURRENCE

MED EX (Per person)

GENERAL AGGREGATE

PRODUCTS COMPLG AGE

PROPERTY DAMAGE

PERSONAL & ADL INURY

MED EX (Per accident)

AGGREGATE

PROPERTY DAMAGE

LIMITS

EXCESS LIABILITY

CLAIMS MADE

AGGREGATE

EXCESS LIABILITY

CLAIMS MADE

AGGREGATE

WORKMEN'S COMPENSATION

AGGREGATE

HOSPITALIZATION (Per person)

UNEMPLOYMENT COMPENSATION

HOSPITALIZATION (Per accident)

ADMINISTRATION CHARGES

MIS STATUTORY LIMITS

MIS STATUTORY LIMITS

SPECIAL WORKMEN'S COMPENSATION

SPECIAL WORKMEN'S COMPENSATION

SPECIAL WORKMEN'S COMPENSATION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT 1 TO EXHIBIT E - AFFIDAVIT

NAME OF FIRM

I, ______________________, on behalf of my company, ______________________, being (Name of Sole Proprietor), (Legal Name of Company) duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as RFP/RFQ No. ______, entitled ______________________;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County Water Reclamation District from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this ______ day of _____________, _____.

Signature

State of Nevada    )
 ) ss.
County of Clark    )

Signed and sworn to (or affirmed) before me on this ______ day of _____________, _____, by __________________________ (name of person making statement).

__________________________
Notary Signature

STAMP AND SEAL
EXHIBIT F - DISTRICT CONTRACTOR/CONSULTANT TRAVEL POLICY

PURPOSE:

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

BUSINESS TRAVEL

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

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

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

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

RENTAL CARS

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

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

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

MILEAGE

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

Safety Requirements

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

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

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

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

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

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

ENGINEER’S initials: [Signature]

Any safety questions shall be made to:
CCWRD Safety Officer
702-668-8000
EXHIBIT G - SPECIAL CONDITIONS

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 subcontractor(s) is/are entering the facility to commence work. Prior to leaving the site, includes leaving for lunches, the ENGINEER shall again inform the designated CCWRD staff member that the facility has been secured (locked) and is being vacated.

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

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

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

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

ENGINEER’S initials: [Signature]

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EXHIBIT H - SUBCONTRACTOR INFORMATION

DEFINITIONS

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

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

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

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

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

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

1. **Subcontractor Name:** Ninyo & Moore  
   **Contact Person:** Brad Olsen  
   **Telephone Number:** 702-433-0330  
   **Description of Work:** Geotechnical Investigations  
   **Estimated Percentage of Total Dollars:**  
   **Business Type:** ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

2. **Subcontractor Name:** Tri-Core  
   **Contact Person:** Gary Spinkelink  
   **Telephone Number:** 702-821-1554  
   **Description of Work:** Surveying  
   **Estimated Percentage of Total Dollars:**  
   **Business Type:** ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

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

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

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

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