AGREEMENT FOR ENGINEERING SERVICES

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

G.C. WALLACE COMPANIES

THIS AGREEMENT is made and entered into this 3rd day of March 2009, by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and G.C. WALLACE COMPANIES, a Nevada Corporation, hereinafter referred to as "ENGINEER"), for the COLLECTION SYSTEM CAPACITY ADDITIONS PACKAGE 1 – DESIGN, BID AND SERVICES DURING CONSTRUCTION, CCWRD PROJECT NO. 643, (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 Brian Christ, Project Manager to manage the COLLECTION SYSTEM CAPACITY ADDITIONS PACKAGE 1 – DESIGN, BID AND SERVICES DURING CONSTRUCTION, CCWRD PROJECT NO. 643. All services specified by this AGREEMENT shall be performed by the Project Manager, or by ENGINEER'S associates and employees identified in the ENGINEER'S proposal under the personal supervision of the Project Manager. All employees identified in the ENGINEER'S cost proposal shall be subject to approval by OWNER'S representative. Should the Project Manager, or any key employee of ENGINEER be unable to complete his or her responsibility for any reason, the ENGINEER will replace him or her with a qualified person whom the OWNER'S representative finds satisfactory. If ENGINEER fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default.
D. All materials, information, and documents, whether finished, unfinished obtained from other sources, or draft, developed, prepared, completed, or acquired by ENGINEER during the performance of services for which it has been compensated under this AGREEMENT, including without limitation the original mylar drawings, detail specifications, design calculations, data, studies, surveys, reports, correspondence, memoranda, maps, models, photographs, drawings and audio or video recordings, shall become the property of OWNER and shall be delivered to the OWNER'S representative upon completion or termination of this AGREEMENT whichever occurs first. ENGINEER shall not be liable for damages, claims, and losses arising out of any reuse of the plans and detail specifications on any other project without the written authorization of the ENGINEER.

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

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

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

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

SECTION II
OWNER’S RESPONSIBILITY

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

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

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

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

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

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

ENGINEER shall return original data provided by OWNER.

SECTION III
SCOPE OF SERVICES

Services to be performed by the ENGINEER shall consist of the work described in Exhibit A of this AGREEMENT, which is attached hereto and made part of this AGREEMENT.
SECTION IV
CHANGES TO SCOPE OF SERVICES

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

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

SECTION V
ADDITIONAL SERVICES OF ENGINEER

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

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

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

B. Compensation and Method of Payment for Engineering Services:

1. The OWNER shall pay the ENGINEER for services in Section III, Scope of Services, Exhibit A, Part 1 through Part 9 at a cost not to exceed $1,013,500.

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

3. The OWNER agrees to pay ENGINEER for any services described in Section V:A, Additional Services of Engineer, only if the services are requested in writing by the OWNER’S representative. Payment will be in accordance with Paragraphs 1 and 2 of this section for additional services rendered in connection with the additional document provided by the District. Additional services to be requested are identified under Scope of Services Exhibit A, an amount up to, but not exceeding $N/A 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 $1,013,500.

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

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

6. NRS 338.515 requires that the District pay the Engineer not more than 90 percent of the amount of any progress payments due under the Contract until the Engineer completes 50 percent of the work required by the Contract. Thereafter, the District may pay any of the remaining progress payments without withholding retainage if satisfactory progress is being made in the work. (The Project Engineer is to notify Finance once 50 percent of the work required by the Contract is complete.)

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

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

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

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

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

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

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

SECTION VII

AUDIT: ACCESS TO RECORDS

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

B. 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 (730) calendar days 
from Notice to Proceed for Part 1 through Part 9 as a period of time which may reasonably 
be required to complete the services identified in Exhibit A and shall terminate on March 9, 
2011 from the date of issuance of Notice to Proceed. The format of the schedule for 
performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing 
the project schedule, the ENGINEER will provide a 14-calendar day allowance for each 
OWNER review period. If the ENGINEER'S performance of services is delayed or if the 
ENGINEER'S sequence of tasks is changed, he shall notify the OWNER'S representative in
writing of the reasons for the delay. The ENGINEER shall then prepare a revised schedule for performance of services and submit the revised schedule to the OWNER'S representative. The ENGINEER shall perform and complete the work according to the schedule furnished to OWNER'S representative. If the ENGINEER is delayed by conditions within his control, as determined by OWNER after consultation with the ENGINEER, OWNER shall have the right to increase the percentage withheld from monthly payments under Section VI:B of this AGREEMENT until such time as the ENGINEER has complied with the schedule requirements or presented an acceptable plan for such compliance. Such withholdings by OWNER will not require payment of interest under the provisions of Section VI:B.

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

SECTION X
MISCELLANEOUS PROVISIONS

A. Suspension

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

B. Termination

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

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

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

4. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.
5. Upon receipt of a termination notice pursuant to paragraphs 1 and 2 above, the ENGINEER shall:
   a. promptly discontinue all services affected (unless the notice directs otherwise); and
   b. deliver or otherwise make available to the OWNER all materials, information and documents as defined in Paragraph D of Section I, Responsibility of the ENGINEER.

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

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

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

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

C. Covenant Against Contingent Fees

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

D. Gratuities

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

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

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

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

1. 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 D. ENGINEER'S general liability insurance policies shall be endorsed to include the OWNER as additional insured.

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

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

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

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

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

H. Assignment

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

I. Order of Preference

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

A. This AGREEMENT
B. Exhibit A: Scope of Services dated January 15, 2009
C. *Exhibit B: ENGINEER’S Fee Schedule dated January 15, 2009
D. Exhibit C: Insurance Requirements
E. Exhibit D: Disclosure of Ownership

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

J. Governing Law

Nevada law shall govern the interpretation of this AGREEMENT.

K. Attorney’s Fees and Costs

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

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

M. 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. (to be used after DA's approval)

N. 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 PUNDA PAI, PROJECT ENGINEER GAIL KARADA, PURCHASING ANALYST II 5857 EAST FLAMINGO ROAD LAS VEGAS, NEVADA 89122 (702) 668-6144 FAX (702) 434-6653

TO ENGINEER: G.C. WALLACE COMPANIES MR. MARVIN MAIZE 6655 S. CAMERON ROAD LAS VEGAS, NV 89113 PHONE (702) 804-2000 FAX (702) 804-2299
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

CLARK COUNTY WATER
RECLAMATION DISTRICT

By: ___________________________

RICHARD MENDES
General Manager

By: ___________________________

BRIDGETTE McINALLY
Financial Services Manager

G.C. WALLACE COMPANIES

By: ___________________________

MARVIN MAIZE
Senior Vice President

APPROVED AS TO LEGALITY ONLY:
DAVID ROGER, DISTRICT ATTORNEY

By: ___________________________

CAROLYN CAMPBELL
Deputy District Attorney
EXHIBIT A
AGREEMENT FOR ENGINEERING SERVICES
(COLLECTION SYSTEM CAPACITY ADDITIONS PACKAGE 1)
DESIGN, BID AND SERVICES DURING CONSTRUCTION
CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 643

TABLE OF CONTENTS

PURPOSE OF EXHIBIT

PROJECT BACKGROUND

SCOPE OF WORK

PART 1 — PROJECT MANAGEMENT
  Task 1 — Correspondence and Communications
  Task 2 — Meetings and Workshops
  Task 3 — Reviews, Approvals and Permits
  Task 4 — Project Execution Plan
  Task 5 — Scheduling and Progress Reporting
  Task 6 — Construction Cost Estimates
  Task 7 — Project Coordination
  Task 8 — Invoicing
  Task 9 — Quality Management
  Task 10 — Assistance with Environmental Assessment Development

PART 2 — PLANNING STUDY - NOT USED
  Task 1 — Executive Summary – NOT USED
  Task 2 — Plan Introduction – NOT USED
  Task 3 — Codes/Standards/Constraints – NOT USED
  Task 4 — Current Situation – NOT USED
  Task 5 — Projected Future Conditions – NOT USED
  Task 6 — Alternative Development and Evaluation – NOT USED
  Task 7 — Recommended Plan – NOT USED
  Task 8 — Public Participation Program – NOT USED
  Task 9 — Environmental Assessment -- NOT USED
  Task 10 — Appendices – NOT USED

PART 3 — PREDESIGN 1 BASIS OF DESIGN REPORT – NOT USED
  Task 1 — Review of Reference Documents – NOT USED
  Task 2 — Background Information and Data Collection – NOT USED
  Task 3 — Systems Evaluation – NOT USED
  Task 4 — Recommended Improvements – NOT USED
  Task 5 — Basis of Design Report – NOT USED

PART 4 — DETAILED DESIGN
  Task 1 — Utility Location and Rights-of-Way
  Task 2 — Field Investigations
  Task 3 — Prepare Plans and Specifications
PART 5 — BID PERIOD ASSISTANCE
Task 1 — Distribution of Contract Documents
Task 2 — Response to Bid Period Questions
Task 3 — Pre-bid Conference
Task 4 — Addenda
Task 5 — Bid Opening and Review
Task 6 — Conformed Documents

PART 6 — ENGINEERING SERVICES DURING CONSTRUCTION
Task 1 — Coordination
Task 2 — Submittal Review
Task 3 — Contract Document Interpretation and Clarification
Task 4 — Change Order Assistance
Task 5 — Substantial and Final Completion
Task 6 — Final Plans and Specifications

PART 7 — CONSTRUCTION FIELD ADMINISTRATION — NOT USED
Task 1 — Initial Submittals Review — NOT USED
Task 2 — Shop Drawing and Submittal Processing — NOT USED
Task 3 — Contract Document Interpretation and Requests for Information — NOT USED
Task 4 — Change Order Requests — NOT USED
Task 5 — Construction Coordination — NOT USED
Task 6 — Construction Observation — NOT USED
Task 7 — Claims Mitigation — NOT USED
Task 8 — Progress Payment and Updated Schedule Review — NOT USED
Task 9 — Specialty Inspection and Testing — NOT USED
Task 10 — Record/As-Built Drawing Review — NOT USED
Task 11 — Startup Coordination Activities — NOT USED
Task 12 — Final Inspection — NOT USED
Task 13 — Document Control — NOT USED

PART 8 — PROJECT COMMISSIONING — NOT USED
Task 1 — Startup Plan — NOT USED
Task 2 — O&M Manual — NOT USED
Task 3 — Training — NOT USED

PART 9 — SPECIAL SERVICES — NOT USED

RESPONSIBILITIES OF THE DISTRICT
EXHIBIT A
SCOPES OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
(COLLECTION SYSTEM CAPACITY ADDITIONS PACKAGE 1)
DESIGN, BID AND SERVICES DURING CONSTRUCTION
CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 643

PURPOSE OF EXHIBIT

The purpose of this Exhibit A is to establish the Scope of Services to be provided by
G.C. Wallace, Inc. (Consultant) to the Clark County Water Reclamation District (District)
in connection with the Collection System Capacity Requirements identified as Package
1. 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 District faces continued challenges with area growth and the need to keep its
infrastructure updated and maintained to provide a high level of service. Through
projects which expanded the system and customer complaints, the District has identified
issues with capacity and odor. Where feasible, these problems have been corrected as
development progressed. The District contracted with Montgomery Watson Harza
(MWH) to complete a system wide sewer evaluation to facilitate a transition from a
reactive to a proactive approach to the collection system management and future
development. From this model, MWH identified several pipelines with current and
future capacity issues (d/D equal to 1).

NEED FOR PROJECT

The District determined that the pipelines with current capacity issues required
immediate attention. The most critical pipelines were grouped into 8 projects, 6 of
which would be awarded through a statement of qualifications (SOQ) process. Six
engineering companies will be hired to complete design of relief sewers for each of the
six packages. Additionally, the District Maintenance Division identified several small
sections of pipeline infrastructure that have structural failures and require immediate
attention. These sections were grouped based on location and added to the
appropriate package for design through the SOQ process. Without immediate attention,
sections with structural failure could result in collapse of the soil and present a danger to
the public, future service to customers could not be guaranteed, and maintenance
problems and odor issues are more likely to occur.

PROJECT DESCRIPTION

Consultant was ranked number one through the SOQ process and thus was awarded
the first project, Project Number 643, which includes Package 1 Projects and Project 20
as identified in the MWH Final Report. Project Number 643 includes the following.
<table>
<thead>
<tr>
<th>Rank</th>
<th>Project Location</th>
<th>MH From</th>
<th>MH To</th>
<th>Existing Diameter (in)</th>
<th>Length (ft)</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Riviera Blvd</td>
<td>RB7</td>
<td>RPR14</td>
<td>10</td>
<td>300</td>
<td>$140,000</td>
</tr>
<tr>
<td>13</td>
<td>Spring Mountain Rd, Arville St, Desert Inn Rd</td>
<td>LVS4</td>
<td>DIW21</td>
<td>8.10</td>
<td>4,000</td>
<td>$1,828,000</td>
</tr>
<tr>
<td>15</td>
<td>Laguna Vista St, Las Olivas Ave, Bonita Vista St</td>
<td>TIB18</td>
<td>TIB1</td>
<td>8</td>
<td>2,600</td>
<td>$1,243,000</td>
</tr>
<tr>
<td>16</td>
<td>Greenbriar Townhouse Way</td>
<td>GB80</td>
<td>CIA63</td>
<td>8</td>
<td>1,700</td>
<td>$777,000</td>
</tr>
<tr>
<td>20</td>
<td>Decatur Blvd</td>
<td>BE14</td>
<td>SPV1</td>
<td>8</td>
<td>1,300</td>
<td>$596,000</td>
</tr>
</tbody>
</table>

**Misc. Project Requests**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maryland and Katie</td>
<td>T51A</td>
</tr>
<tr>
<td>Maryland and Flamingo</td>
<td>FA1</td>
</tr>
<tr>
<td>Katie and Maryland</td>
<td>Z16214</td>
</tr>
<tr>
<td>Las Vegas and Circus Circus</td>
<td>KL6</td>
</tr>
<tr>
<td>Tropicana and Eastern</td>
<td>ER2</td>
</tr>
<tr>
<td>Fox Lake and Cascade River</td>
<td>RH0214</td>
</tr>
</tbody>
</table>

Prepare Template Specifications

Consultant is asked to design relief sewers of 15-inch in diameter for ranked segments 1, 13, 16, and 20 and 15-inch and 18-inch diameter relief sewers for ranked segment 15. The segments without a rank in the table shall undergo a condition assessment and the appropriate rehabilitation method will be designed. It is foreseen that some of the unranked segments may need to be replaced in their entirety. The consultant shall design the relief sewer including the pipeline, manholes, diversion structures, lateral tie in points, and shall evaluate traffic control, and identify and support acquisition of the necessary permits. The project, including construction, must be complete by the end of 2010.

In addition to the design and assessments, Consultant is asked to prepare Standard Specifications to be used for all projects. This includes revising the District’s Division 0 and 1 sections and technical sections. Technical sections will include sections expected for construction and rehabilitation of a sewer system such as, but not limited to, excavation, dewatering, materials, and bypass pumping. The preparation of the Standard Specifications will be considered a separate deliverable but the schedules will be coordinated to allow for completion of the Standard Specifications prior to completion of the Project design.

**PROJECT STAGING AND SEQUENCING**

All design shall be completed under a single cover and shall be bid and awarded to a single contractor. Grouping these projects together will likely result in a lower
construction cost, but will require the contractor to mobilize at multiple construction sites.

SCOPE OF WORK

The Scope of Work is divided into 9 parts as listed below. The different parts parallel the stages associated with project implementation. Each consists of a series of separate task efforts. (Select and incorporate only those Parts/Sections that are appropriate to project)

Part 1 — Project Management
Part 2 — Planning Study – NOT USED
Part 3 — Predesign / Basis of Design Report – NOT USED
Part 4 — Detailed Design
Part 5 — Bid Period Services
Part 6 — Engineering Services during Construction
Part 7 — Construction Field Administration – NOT USED
Part 8 — Project Commissioning – NOT USED
Part 9 — Special Services (e.g. Equipment pre-purchase, tour of treatment facilities, etc. as needed) – NOT USED

PART 1 — PROJECT MANAGEMENT

The 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’s Project Engineer. Tasks include:

Task 1 Communications and Correspondence

The District Project Engineer is 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, will include the Project Name and Project Number within the subject line.

Task 2 Meetings and Workshops

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

A. Kick-off Meeting. Within 1 week of the issuance of the Notice-to-Proceed, conduct an initial Kick-off meeting with District staff. Agenda 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 (2) technical workshops to discuss topics as specified below:
   i. Desired Modifications to Division 0 and 1 of the District Specifications.
   ii. Discuss pipe replacement versus relief sewer design, desired components of diversion structures, as well as methods of construction.
   iii. Discuss applicable method of rehabilitation for Misc. Projects.

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

D. **Deliverable Review Meetings.** The Consultant will schedule and conduct review meetings related to deliverables provided including:
   - Draft Standard Specifications: Preliminary Revision of the District's Standard Specifications (Have review sessions at 60, 90, and 100% for Standard Specifications Development).
   - Technical Memoranda and Letters
     i. Includes four (4) memoranda or letters at District's request.
   - Technical Reports
     i. Includes one (1) technical report.
   - 90 Percent Design Submittal (Plans and Specs)
   - 100 Percent Design Submittal (Plans and Specs)

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

E. **External Coordination Meetings.** The Consultant shall conduct a total of 10 coordination meetings with the following entities, utilities, and agencies. The number in parenthesis represents the number of coordination meetings assumed with each:
   - Clark County Development Services (2)
   - Clark County Public Works (2)
   - Nevada Department of Transportation (2)
   - Hotel and Casino Personnel (2)
- Home Owner's Association (1)
- Town Board (1)

The District Project Engineer or designee will be invited to attend any meetings with other public/private entities.

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

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>PERMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clark County Department of Air Quality Management</td>
<td>Dust Control Permit</td>
</tr>
<tr>
<td>NDEP National Pollution Discharge Elimination System (NPDES)</td>
<td>Temporary Discharge Permit</td>
</tr>
<tr>
<td>Nevada Department of Transportation (NDOT)</td>
<td>Encroachment Permit</td>
</tr>
<tr>
<td>Clark County Development Services</td>
<td>Encroachment Permit</td>
</tr>
<tr>
<td>Clark County Development Services</td>
<td>Temporary Sign Permit</td>
</tr>
</tbody>
</table>

The 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. It is assumed that the District shall pay all bond estimates if required. All permit application fees shall be paid by the Consultant and reimbursed by the District.

**Task 4—Project Execution Plan.** The Consultant is to prepare a Project Execution Plan (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 continuously updated 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. The District’s Project Engineer 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 on a monthly basis. These updates will originate with the Consultant and be reviewed and validated by the District’s Project Engineer.

Task 5—Schedule and Progress Reporting

Schedule and progress reporting requirements herein are the minimum required. With certain projects, the 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.

A. General Requirements - Scheduling

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

2. Within 15 days of NTP, Consultant shall submit a detailed, resource-loaded baseline schedule for all activities listed in the Contract Document Exhibit A. Budgeted cost for activities shall match the Consultant’s fee schedule.

3. If the project is schedule driven or has a highly restrictive timeline, the 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 condition precedent to District recommending monthly progress payments to the Consultant. 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. Along with 4 original legible color coded copies of each schedule submission, the Consultant shall also submit 1 electronic file compatible with scheduling software used to develop Consultant’s schedule.

9. Included with the monthly updates of schedules, the Consultant shall also provide 30-day look-ahead schedule to the District.

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

11. The Consultant shall submit time impact analysis with proposed contract amendment (PCA).

B. Schedule Format (Engineering Agreements Greater Than $500,000) – Not Used

C. Schedule Format (Engineering Agreements Less Than $500,000)

1. For engineering agreements less than $500,000, schedule may be created using scheduling packages such as MS Project. Schedules shall not be prepared or submitted using non-scheduling software such as Excel, PowerPoint, Word, etc.

2. For monthly update schedule submissions include overall percent complete projected and actual for each listed activity. Consultant shall include Earned Value information as a part of the monthly update.

3. 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.

4. 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.

D. Monthly Progress Updates

1. Meetings. The 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. The progress made on critical activities indicated on the CPM schedule as well as any items that could potentially delay the project.

f. Additional project status information as requested by District.

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

h. Key project issues

2. Project Status Reporting (PSR). The Consultant will provide a monthly status report using a format/template provided by the District that includes:
   a. A brief narrative on the project's current status
   b. District Issue
      - Required District Actions
      - Outstanding Issues to be Resolved
   c. Schedule Issues
   d. Progress Issues
   e. Budget/Cost Issues
   f. Deliverable Status

2. Issues — Decision Log. The Consultant will create and maintain an Issues — Decision log in accordance with guidelines provided by the District.

3. Change Management. All requests for changes must be documented in writing to the District Project Engineer with one week of the change being needed. The Consultant will create and maintain a Change log in accordance with guidelines provided by the District.

Task 6 — Construction Cost Estimates

The Consultant will prepare cost estimates and opinions of probable cost using the appropriate standard of care and employing pertinent guidelines as established by the Association for the Advancement of Cost Estimating (AACE).

(Designs) Opinions of probable costs will be prepared for each construction set of construction documents identified; opinions will be prepared at 90% and 100% levels of design completion.

Task 7 — Project Coordination

The Consultant will be responsible for all internal coordination activities among the Consultant design team, including subconsultants. This could be coordination with a different Consultant undertaking another District project which has proximity or dependencies. It could also include coordination with another non-District project that may be in the vicinity of a pipeline/pump station project or a town, e.g. Searchlight, where the work is being undertaken.)
Task 8—Invoicing

All invoices will be prepared and submitted in accordance with requirements outlined within this Agreement.

Task 9 — Quality Management

The 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.) The 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.

Task 10—Assistance with Environmental Assessment Development – NOT USED

PART 2—PLANNING STUDY – NOT USED

Task 1 - Executive Summary – NOT USED

Task 2— Plan Introduction – NOT USED

Task 3 — Codes/Standards/Constraints – NOT USED

Task 4—Current Situation – NOT USED

Task 5—Projected Future Conditions – NOT USED

Task 6— Alternative Development and Evaluation – NOT USED

Task 7 — Recommended Plan – NOT USED

Task 8 — Public Participation Program – NOT USED

Task 9— Environmental Assessment – NOT USED

Task 10—Appendices (only as required) – NOT USED

PART 3—PREDESIGN / BASIS OF DESIGN REPORT – NOT USED

Task 1 Review of Reference Documents – NOT USED

Task 2 Background Information and Data Collection – NOT USED

Task 3 Systems Evaluations – NOT USED

Task 4 Recommended Improvements – NOT USED

Task 5 Basis of Design Report – NOT USED
PART 4- DETAIL 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 1. The deliverables associated with this work will be final contract documents, suitable for obtaining bids from qualified Construction Contractors.

Task 1 — Utility Location and Rights-of-Way

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

Task 2 — Field Investigations

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

The Consultant will provide the services of a land surveyor to set horizontal and vertical controls and 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. It is assumed that aerial photography and topography accurate to 1 foot is not necessary for this project. Commercially available topography (no cost) is adequate with limited field survey to confirm critical elevations.

The Consultant will identify locations where utility potholing will be required and provide, through a subcontract, the physical location of existing utilities by potholing from the surface (locations to be proposed by Consultant, approved by the District). Potholes are estimated to not exceed 30 potholes to a depth no greater than 12 feet.

B. Geotechnical. The 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.

After final design has proceeded to the point where it can be accomplished a final geotechnical report 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.

Task 3 - Prepare Plans and Specifications

A. Contract Documents. Prepare plans and specifications to bid and construct facilities 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. 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 PWP # (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 #. 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 #".

D. Submittal. The Consultant will submit 10 half size sets of progress plans and technical specifications to the District for review and comment at the 90 percent and 100 percent complete stage of design. The intent of these submittals is to obtain review comments from the District's staff. The Consultant will respond to all written comments and incorporate comments where appropriate. The 100 percent submittal will include original, sealed drawings and specifications.

E. Specifications. Specifications will be prepared in CSI 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 on completion of the design.

- Consultant shall prepare master specifications generally formatted to be provided to other consultants in the preparation of their specifications. These master specifications shall incorporate the districts comments
through a review process separate from the design drawings and include revision to the District's standard Division 0 and 1 sections.

- Consultant shall prepare specifications, based on the master specifications prepared separately, specific to the design of the relief sewers.

F. Assistance in acquiring easements and rights-of-way is assumed not to be required for this Project.

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

Task 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 selling Contract Documents to prospective bidders. Complete sets of Contract Documents will be made available for Industry plan rooms.

Task 2 - Response to Bid Period Questions

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

Task 3—Pre-bid Conference

Consultant will attend and assist the District during the pre-bid conference, which will be conducted by the District Project Engineer. The notice for the pre-bid conference will be included in the Contract Documents. Following the conference, the 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.

Task 4-Addenda

Consultant will prepare addenda to the Contract Documents for issue during bidding period. Consultant will forward addenda to all parties on the Plan Holders List. It is assumed no more than two (2) addenda will be required.

Task 5 - Bid Opening and Review

Consultant will assist the District in the Review of the Bids, based on the information provided by the District. Consultant will review bidders’ responsiveness and provide recommendations based upon technical compliance with bid requirements, including a
thorough review of the contractor qualifications in strict compliance with the specifications. 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 but may be added by amendment.

Task 6 - Conformed Documents

After award of the Construction Contract, Consultant will prepare Conformed Plans and Specifications, incorporating items added or modified by addendum during the bidding period. This work will be accomplished on the electronic files. A total of up to twenty-five (25) full size plans and fifty (50) half-size plans and specifications will be provided to the District. Electronic files will be provided to the District.

PART 6—ENGINEERING SERVICES DURING CONSTRUCTION

Task 1 Coordination

Manage and coordinate Design Team engineering support during construction. Coordinate, prepare for and attend one (1) pre-construction and six (6) monthly progress meetings.

Task 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 twenty (20).

Task 3—Contract Documents Interpretation and Clarification

Interpret the technical content of drawings and specifications with respect to requests for clarification and/or deviation from them. Review, document, recommend specific action, and respond to all requests for information. The number of RFIs shall be assumed as ten (10).

Task 4—Change Order Assistance

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

Task 5—Substantial and Final Completion

The Consultant's project manager, lead design engineer and the District's Project Engineer and District's Construction Project Manager (CPM) shall attend a substantial completion walk through inspection, and will also assist the District in:

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

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

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

Task 6 - Final Plans and Specifications
Prepare final plans and specifications that incorporate the following:

- Addenda
- Contract Clarifications
- Field Changes
- Change Orders

Submit final, sealed final drawings and final project specifications. The submittal shall include one set of composite 22" x 34" mylars suitable for making blueprints, two (2) compact discs or DVDs that include the electronic files for the plans in AutoCAD and the specifications in Microsoft Word, and one half-size set of plans.

PART 7-CONSTRUCTION FIELD ADMINISTRATION – NOT USED

Task 1 — Initial Submittals Review – NOT USED
Task 2 - Shop Drawings and Submittal Processing – NOT USED
Task 3 - Contract Document Interpretation and Requests For Information (RFI) – NOT USED
Task 4-- Change Order Requests – NOT USED
Task 5 - Construction Coordination – NOT USED
Task 6 - Construction Inspection – NOT USED
Task 7 - Claims Mitigation – NOT USED
Task 8 - Progress Payment and Updated Schedule Reviews – NOT USED
Task 9 - Specialty Inspection and Testing – NOT USED
Task 10— Record/As-Built Drawing Review – NOT USED
Task 11 - Startup Coordination Activities – NOT USED
Task 12 - Final Inspection – NOT USED
Task 13 - Document Control – NOT USED

PART 8— PROJECT COMMISSIONING – NOT USED
Task 1 — Startup Plan – NOT USED

Task 2— O&M Manual – NOT USED

Task 3 – Training – NOT USED

PART 8 – SUPPLEMENTAL SERVICES

Supplemental services shall be authorized in writing for specific tasks by the District prior to use of the funds by the Consultant. Examples of additional tasks include, but are not limited to, additional pot holes, review meetings, permit assistance, unanticipated design issues, and additional unanticipated design work.

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 Engineer to coordinate District support and all engineering activities.

2. Maintain contact through the Consultant’s project manager with the design team.

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

4. Provide review comments on deliverables that require District input including reports and on the 50% 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 records as needed.

8. Provide As-built information for Project areas.

9. Provide support during NDOT and Clark County approval processes.
## EXHIBIT B - FEE SCHEDULE

### COLLECTION SYSTEM CAPACITY ADDITIONS PACKAGE 1
**CCWRD PROJECT NO. 643**

<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>PROJECT MANAGER</th>
<th>PROJECT ENGINEER</th>
<th>DESIGNER</th>
<th>ENGINEERING INTERN</th>
<th>SUB-CONSULTANT</th>
<th>SUBTOTAL</th>
<th>REIMBURSABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART 1</strong> PROJECT MANAGEMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Correspondence and Communications</td>
<td>24</td>
<td>$4,560</td>
<td>32</td>
<td>$4,460</td>
<td>0</td>
<td>0</td>
<td>166</td>
</tr>
<tr>
<td>2</td>
<td>Submittal Submission</td>
<td>180</td>
<td>$30,000</td>
<td>120</td>
<td>$27,000</td>
<td>9</td>
<td>0</td>
<td>600</td>
</tr>
<tr>
<td>3</td>
<td>Reviews, Approvals and Permits</td>
<td>18</td>
<td>$4,510</td>
<td>24</td>
<td>$4,440</td>
<td>69</td>
<td>69</td>
<td>$9,600</td>
</tr>
<tr>
<td>4</td>
<td>Project Executive Plan</td>
<td>18</td>
<td>$3,320</td>
<td>24</td>
<td>$4,440</td>
<td>40</td>
<td>40</td>
<td>$13,400</td>
</tr>
<tr>
<td>5</td>
<td>Scheduling and Project Reporting</td>
<td>18</td>
<td>$3,320</td>
<td>24</td>
<td>$4,440</td>
<td>40</td>
<td>40</td>
<td>$13,400</td>
</tr>
<tr>
<td>6</td>
<td>Project Closeout</td>
<td>18</td>
<td>$3,320</td>
<td>24</td>
<td>$4,440</td>
<td>40</td>
<td>40</td>
<td>$13,400</td>
</tr>
<tr>
<td><strong>PART 2</strong> PLANNING STUDY - NOT USED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PART 3</strong> PREDESIGN BASIS OF DESIGN REPORT - NOT USED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PART 4</strong> DETAILED DESIGN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Utility Location and Rights-of-Way</td>
<td>20</td>
<td>$3,900</td>
<td>40</td>
<td>$2,800</td>
<td>0</td>
<td>0</td>
<td>120</td>
</tr>
<tr>
<td>10</td>
<td>Field Investigations</td>
<td>100</td>
<td>$10,900</td>
<td>50</td>
<td>$8,700</td>
<td>90</td>
<td>90</td>
<td>$15,600</td>
</tr>
<tr>
<td><strong>PART 5</strong> ENGINEERING PERIOD ASSISTANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Distribution of Contract Documents</td>
<td>40</td>
<td>$7,360</td>
<td>40</td>
<td>$7,360</td>
<td>30</td>
<td>30</td>
<td>$10,200</td>
</tr>
<tr>
<td>2</td>
<td>Response to Bid Period Questions</td>
<td>20</td>
<td>$3,420</td>
<td>20</td>
<td>$2,800</td>
<td>16</td>
<td>16</td>
<td>$5,900</td>
</tr>
<tr>
<td><strong>PART 6</strong> ENGINEERING SERVICES DURING CONSTRUCTION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Material Drawings</td>
<td>340</td>
<td>$47,020</td>
<td>340</td>
<td>$36,200</td>
<td>240</td>
<td>240</td>
<td>$47,400</td>
</tr>
<tr>
<td>4</td>
<td>Coordination</td>
<td>60</td>
<td>$17,700</td>
<td>60</td>
<td>$17,700</td>
<td>30</td>
<td>30</td>
<td>$21,000</td>
</tr>
<tr>
<td>5</td>
<td>Submittal Review</td>
<td>80</td>
<td>$11,700</td>
<td>80</td>
<td>$11,700</td>
<td>30</td>
<td>30</td>
<td>$11,700</td>
</tr>
<tr>
<td>6</td>
<td>Change Order Assistance</td>
<td>60</td>
<td>$15,600</td>
<td>60</td>
<td>$15,600</td>
<td>30</td>
<td>30</td>
<td>$11,700</td>
</tr>
<tr>
<td>7</td>
<td>Substantial and Final Completion</td>
<td>40</td>
<td>$7,880</td>
<td>40</td>
<td>$7,880</td>
<td>30</td>
<td>30</td>
<td>$11,800</td>
</tr>
<tr>
<td><strong>PART 7</strong> CONSTRUCTION FIELD ADMINISTRATION - NOT USED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PART 8</strong> PROJECT COMMISSIONING - NOT USED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PART 9</strong> SPECIAL SERVICES - NOT USED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BUDGET ENCLOSED</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>$118,300</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL** | **$118,300** | **$237,510** | **$438,510** | **$438,510** | **$153,400** | **$184,115** | **$211,715** | **$130,000** | **$1,003,000** | **$10,000** |

**TOTAL** | **$1,013,250** |

<table>
<thead>
<tr>
<th>PROJECT MANAGER</th>
<th>PROJECT ENGINEER</th>
<th>DESIGNER</th>
<th>ENGINEERING INTERN</th>
</tr>
</thead>
<tbody>
<tr>
<td>$165</td>
<td>$145</td>
<td>$135</td>
<td>$115</td>
</tr>
</tbody>
</table>
EXHIBIT C
INSURANCE REQUIREMENTS

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

1. Format/Time: The ENGINEER shall provide Owner with Certificates of Insurance, per the sample format (page B-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's Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

3. Owner Coverage: The Owner, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability Insurance coverages. The ENGINEER's 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 coverage limits.

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

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

7. Automobile Liability: Subject to Paragraph 6 of this Exhibit, the ENGINEER shall maintain limits of no less than $1,000,000 combined single limit per occurrence or bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damage to property which may arise from services rendered by ENGINEER and any auto used in 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 a " Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion of the termination of this Contract. Any retroactive date must coincide with or precede the beginning of this period, they may not be added without the consent of the Owner.

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

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

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

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

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

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

   1) Insurance Broker’s name, complete address, phone and fax numbers.
   2) ENGINEER’s name, complete address, phone and fax numbers.
   3) Insurance Company’s Best Key Rating
   4) Commercial General Liability (Per Occurrence)
      (A) Policy Number
      (B) Policy Effective Date
      (C) Policy Expiration Date
      (D) General Aggregate ($2,000,000)
      (E) Products-Completed Operations Aggregate ($2,000,000)
      (F) Personal & Advertising Injury ($1,000,000)
      (G) Each Occurrence ($1,000,000)
      (H) Fire Damage ($50,000)
      (I) Medical Expenses ($5,000)
   5) Automobile Liability (Per Auto)
      (J) Policy Number
      (K) Policy Effective Date
      (L) Policy Expiration Date
      (M) Combined Single Limit ($2,000,000)
   6) Worker’s Compensation
   7) Description: Name and Number of Contract (must be identified on the initial insurance form and each renewal form).
   8) Certificate Holder:
      Clark County Water Reclamation District
      Purchasing and Contracts
      5857 East Flamingo Road
      Las Vegas, Nevada 89122
      THE CERTIFICATE HOLDER, CLARK COUNTY WATER RECLAMATION DISTRICT, MUST BE NAMED AS AN ADDITIONAL INSURED.
   9) Nevada Resident Agent Signature
**DC WATER RECLAMATION DISTRICT CERTIFICATE OF INSURANCE**

**PRODUCER**

1. INSURANCE BROKER'S NAME, ADDRESS, PHONE & FAX NUMBERS

2. ENGINEER'S NAME, ADDRESS, PHONE & FAX NUMBERS

**SURED**

COMPANIES AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>COMPANY LETTER</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
</table>

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERMS OR CONDITIONS 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, LIMITS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>ID TR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/XXYY)</th>
<th>POLICY TERMINAL DATE (MM/XXYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. GENERAL LIABILITY</td>
<td>X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR.</td>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
</tr>
<tr>
<td>2. AUTOMOBILE LIABILITY</td>
<td>X ANY AUTO</td>
<td>(J)</td>
<td>(K)</td>
<td></td>
</tr>
<tr>
<td>3. WORKER'S COMPENSATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

9. NEVADA RESIDENT AGENT (NRS 680A.300)

**CLARK COUNTY WATER RECLAMATION DISTRICT**

P.O. BOX 564
LAS VEGAS, NV 89122

The Certificate Holder is named as an additional insured.
EXHIBIT D

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Business Name: ____________________________
(Include d.b.a., if applicable)

Business Address: ____________________________________________________________

Business Telephone: _________________________________________________________

Disclosure of Ownership and Principals:
All *non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name
____________________________________

Full Name
____________________________________

Full Name
____________________________________

Full Name
____________________________________

Title
____________________________________

Title
____________________________________

Title
____________________________________

Title
____________________________________

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

Signature / Capacity ____________________________ Print Name ____________________________

Date ____________________________

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