CONSULTANT SERVICES AGREEMENT

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

ATKINS NORTH AMERICA, INC.

This AGREEMENT is dated and entered into this _____ day of April, 2015 by and between CLARK COUNTY WATER RECLAMATION DISTRICT, (hereinafter referred to as "OWNER") and ATKINS NORTH AMERICA, INC. (hereinafter referred to as "CONSULTANT") for the STAFF AUGMENTATION, CCWRD CFN NO. CFN 150052 (hereinafter referred to as "PROJECT").

WITNESSETH

WHEREAS, the CONSULTANT is qualified in accordance with the State of Nevada and has the personnel and facilities necessary to perform and furnish services to accomplish the required work within the required time.

NOW, THEREFORE, in consideration of the promises and mutual obligations hereafter set forth, OWNER and CONSULTANT agree as follows:

AGREEMENT

1. EFFECTIVITY AND CONSENT
   This AGREEMENT is entered into by OWNER for the purpose of retaining the services of ATKINS NORTH AMERICA, INC. as a CONSULTING SERVICE. This AGREEMENT is conditioned on the CONSULTANT'S assent to, and strict compliance with, all of the terms and conditions stated below.

2. ORDER OF PREFERENCE
   In the event of any conflict and/or inconsistencies, the controlling document shall be determined by the following order of precedence:
   
   A. This AGREEMENT
   B. Exhibit A: Scope of Services
   C. Exhibit B: Fee Schedule – NOT USED
   D. Exhibit C Disclosure of Ownership/Principals
   E. Exhibit D: Insurance Requirements
   F. Exhibit E: Contractor/Consultant Travel Policy
   G. Exhibit F: Special Conditions - Safety and Security Requirements
H. Exhibit G: Subcontractor Information

Items B through H above are hereby incorporated by reference into this AGREEMENT.

3. RESPONSIBILITY OF CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subconsultants and their principals, officers, employees and agents under this AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

B. It shall be the duty of the CONSULTANT to assure that all services are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. Permitted or required approval by the OWNER of any products or services furnished by CONSULTANT, including data or information obtained from other sources, shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its work. OWNER review, approval, acceptance, or payment for any of CONSULTANT’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 CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to OWNER caused by CONSULTANT’S negligent acts, errors or omissions in performance of this AGREEMENT.

C. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONSULTANT to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER’s representative upon completion or expiration of this AGREEMENT, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other deliverables of this AGREEMENT conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this AGREEMENT.
4. RESPONSIBILITY OF OWNER
   A. The OWNER agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
   
   B. OWNER shall, without charge, furnish to or make available for examination or use by CONSULTANT 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.

   CONSULTANT shall return original data provided by OWNER.

5. COMPLIANCE WITH LAWS
   A. By execution of this AGREEMENT, CONSULTANT does (for each individual performing services under this AGREEMENT) now so certify and promise full compliance with the provisions of all certifications, forms, contractual provisions, and laws and regulations pertaining to the performance of services by CONSULTANT.
   
   B. CONSULTANT agrees to defend, indemnify and hold OWNER harmless from any claim, suit, loss, cost, damage, expense (including attorney’s fees) or liability by reason of CONSULTANT’S violation of any such law, order or regulation. Nothing in this AGREEMENT or in any requirement under this AGREEMENT shall be construed to mean that CONSULTANT should perform such work in violation of any law, statute, code, or ordinance.

6. PERIOD OF PERFORMANCE
   A. CONSULTANT agrees for the consideration hereinafter mentioned, upon receipt of the Notice to Proceed, to provide STAFF AUGMENTATION. The schedule set forth is not more than 365 calendar days as a period of time which may reasonably be required to complete the services identified in Exhibit A.
B. The period of performance hereunder shall commence upon receipt of Notice to Proceed and shall expire on 04/26/2016, contingent upon renewal period. OWNER shall not be responsible for work performed beyond the term of this AGREEMENT.

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

7. CONFLICT OF INTEREST
CONSULTANT may, from time to time, provide similar consulting services to other state and local government entities. OWNER does not object to such representation in transactions that do not directly or indirectly involve the OWNER. In all other regards, CONSULTANT shall abide by and perform its duties in accordance with the ethics of the consultant services profession and all federal, state and municipal laws, regulations and ordinances regulating the provision of this service, and shall notify the OWNER prior to entering into any engagement which creates the appearance of a conflict of interest.

8. KEY EMPLOYEE/PROJECT MANAGER
The CONSULTANT shall assign PHILLIP BORENAVE, P.E. and VANCE SKIDMORE, P.E. to provide STAFF AUGMENTATION. Should the key employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person whom the OWNER’S representative finds satisfactory. The OWNER may, at its discretion, request a replacement of the key employee due to his or her unsatisfactory performance. If CONSULTANT fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default. The CONSULTANT’S primary contact with OWNER shall be Brent Moser, referred to hereinafter as the Project Manager.

The OWNER shall not offer employment to the Key Employee during the term of this Agreement and for a period of six months following the termination of this agreement, without the written consent of CONSULTANT.
9. 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 CONSULTANT’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.

B. No services for which an additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the OWNER. Any services for which an additional compensation will be required shall be billed in accordance with the agreed Hourly Rates.

10. COMPENSATION FOR SERVICES

A. OWNER agrees, in consideration of the said work, to pay or cause to be paid to the CONSULTANT, at a not to exceed (NTE) amount of $475,000.00 for work described in Exhibit A, Scope of Services, and performed during the 365 calendar day base period. Such compensation will be paid in monthly installments from invoices submitted by the CONSULTANT based on the hourly rate of $117 per hour for PHILIP BORDENAVE, P.E. and $120 per hour for VANCE SKIDMORE, P.E.

B. 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.

C. Upon satisfactory completion by CONSULTANT 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, CONSULTANT 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.

D. Request for payment shall be submitted on company letterhead. Payments by OWNER will be made within 30 days of receipt of said invoices for services provided within the performance term of this AGREEMENT. Requests for Payment not in compliance with the requirements of this section shall be returned to the CONSULTANT for correction and resubmittal.
E. 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.

F. 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 CONSULTANT submits after six (6) months from the date CONSULTANT 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. 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 RFQ Number
i. Itemized pricing and total amount due (excluding Sales and Use Tax)
j. Company Invoice Number

CONSULTANT is responsible to ensure 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 CONSULTANT in breach of contract, terminate the Agreement, and designate CONSULTANT as non-responsible if responding to future requests for proposal.

G. In the event that the OWNER agrees to pay for any of the CONSULTANT’S travel expenses directly related to the performance of services the following parameters shall apply: CONSULTANT shall only receive reimbursement in amounts that are consistent with
applicable travel guidelines established by the OWNER in the then-current 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 (monthly) for reimbursable expenses as defined in the Travel Policy. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

11. LIMITATION OF OBLIGATION

A. OWNER agrees to pay CONSULTANT for the services described in the Scope of Work (Exhibit A) for the not to exceed (NTE) amount of $475,000.00 as set forth in paragraph 10 above. The OWNER’s obligation to pay CONSULTANT cannot exceed the NTE amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the CONSULTANT and it shall be the CONSULTANT’s responsibility to ensure that hours and tasks to be worked are properly budgeted so the entire Project is completed for said NTE amount. Any increase to the NTE amount will be via a written amendment to be signed by the OWNER’s authorized representative or designee and the CONSULTANT. Refer to Paragraph 25. Amendments and Notices below.

B. In the event of termination, OWNER’S sole obligation hereunder shall be limited to the payment by OWNER to CONSULTANT of charges incurred hereunder prior to the date of expiration or termination, but in any event, not in excess of the funding limitation specified in paragraph 10.

12. INDEPENDENT CONTRACTOR

A. CONSULTANT shall be subject to and operate under all applicable Federal Enactments and those of the State of Nevada regarding Industrial Employment and Insurance and expressly covenants and agrees that the CONSULTANT’S employees engaged on the work hereunder are not, and shall not be treated or considered as, the servants and employees of the OWNER.

B. Neither this AGREEMENT nor CONSULTANT’S performance hereunder shall constitute or create an employee/employer relationship. CONSULTANT shall not be eligible for any benefits applicable to active employees of OWNER. CONSULTANT shall act solely as an independent CONSULTANT, not as an employee or agent of OWNER. CONSULTANT’S authority is limited to providing consulting services, and CONSULTANT shall have no
authority, without the express written consent of OWNER, to incur any obligation or liability, or make any commitments on behalf of OWNER.

13. INDEMNIFICATION
CONSULTANT shall require its consultants and its sub consultants by contract to indemnify and hold OWNER harmless against any and all claims, action, or demands against OWNER and against any and all damages, liabilities, or expenses, including attorney fees, for injury to or death of any person and for loss of or damage to any and all property, arising out of the negligent acts, errors or omissions of CONSULTANT under this AGREEMENT.

14. PROPRIETARY INFORMATION
OWNER may, from time to time, furnish CONSULTANT with literature, data, or technical information which OWNER considers necessary to the CONSULTANT for the performance of services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, OWNER shall so inform CONSULTANT and CONSULTANT agrees to disclose this information only to individuals or organizations approved by OWNER. CONSULTANT also agrees to return all such materials as OWNER may request upon expiration or termination of this AGREEMENT, whichever shall occur first.

15. CERTIFICATIONS AND REPRESENTATIONS
In performing this AGREEMENT, CONSULTANT agrees to comply with applicable laws and regulations and to not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform any unlawful act.

16. THIRD PARTY BENEFIT
This AGREEMENT is not intended and shall not be construed or deemed to be an AGREEMENT for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.
17. PERSONAL PERFORMANCE REQUIREMENT
CONSULTANT shall personally perform the consulting services described and shall not assign to any third party the performance obligation or any rights to compensation or benefits accruing to CONSULTANT under this AGREEMENT without the written consent of OWNER.

18. GRATUITIES/KICKBACKS
No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by CONSULTANT, to any employee of OWNER with a view toward securing favorable treatment as a CONSULTANT.

19. RECORDS
The CONSULTANT agrees to retain for a period of three (3) years from final payment hereunder, books, records, documents and other evidence pertaining to the costs and expenses of this AGREEMENT (hereinafter collectively called the "records") to the extent and in such detail as shall properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment is claimed under the provisions of this AGREEMENT. The CONSULTANT agrees to make available at the office of the CONSULTANT at all reasonable times during such retention period any of the records for inspection, audit or reproduction by any representative authorized by OWNER.

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

B. 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:
   1. not less than ten days, written notice of intent to terminate; and,
   2. an opportunity for consultation with the terminating party prior to termination.

C. In the event of termination, with or without cause, OWNER’S obligations shall be limited to fees earned and expenses incurred by CONSULTANT to the effective date of
termination. Any reports in progress at the time of termination, for cause or otherwise, shall be submitted by CONSULTANT to OWNER at no additional fee.

D. This AGREEMENT shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder, improper payments are made, unlawful conduct is engaged in or any part of the fee or expenses payable under this AGREEMENT is used for an illegal purpose.

21. INSURANCE

A. Prior to performance of the work described herein, and prior to Notice to Proceed, the CONSULTANT shall procure and maintain at its own expense during the entire term of the Agreement (refer to Exhibit D), the following insurances:

1. Worker's Compensation, Statutory limits
2. General Liability Insurance, $1,000,000
3. Automobile Liability, $1,000,000

B. In addition, prior to performance of the work CONSULTANT shall furnish to OWNER a certificate of insurance as evidence of the existence of the above insurance coverage in amounts not less than the amounts specified above.

C. CONSULTANT insurance required hereunder shall be primary coverage for all claims arising from or as a result of CONSULTANT performance hereunder. OWNER shall be identified as an additional insured on the CONSULTANT General Liability and Automobile Liability Insurance Policy(ies).

Except as specifically set forth herein, the insurance requirement specified herein does not relieve the CONSULTANT of its responsibilities nor limit the amount of its liability to OWNER or other persons and the CONSULTANT is encouraged to purchase such additional insurance as it deems necessary.

22. ENTIRE AGREEMENT

This AGREEMENT contains the entire AGREEMENT and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty statement or representation of any kind whatsoever which is not expressly stated in this AGREEMENT, has
been made by any party hereto or its officers, employees, or other agents to induce execution of the AGREEMENT.

23. ASSIGNMENT

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

24. SUBCONTRACTS

CONSULTANT without prior written approval of the OWNER shall not subcontract this agreement.

25. AMENDMENTS AND NOTICES

A. Only the Project Manager or the OWNER’S Procurement Representative has the authority to make changes to or amendments to this Agreement on behalf of OWNER and to effect deviations (by the way of additions or deletions) from the work herein specified. Changes to or amendments to this agreement shall have no effect unless they are in writing and signed by the OWNER’S authorized representative or designee and the CONSULTANT.

B. Except as otherwise specifically provided herein, any notices to be furnished by CONSULTANT to OWNER or by OWNER to CONSULTANT shall be sent by mail or facsimile addressed respectively as follows:

To OWNER:
CLARK COUNTY WATER RECLAMATION DISTRICT
Attn: CHRISTINE DUDAS
5857 E. Flamingo Road
Las Vegas, Nevada 89122
PHONE (702)668-8161
FAX (702)668-9161
To CONSULTANT:
ATKINS NORTH AMERICA, INC.
Attn: HARSHAL DESAI, VICE PRESIDENT
2270 CORPOATE CIRCLE SUITE 200
PLEASE PROVIDE FIRM ADDRESS LINE 2
PHONE (702)263-7275
FAX (702)263-7200

26. DISCLOSURE OF OWNERSHIP/PRINCIPALS
Any CONSULTANT 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 C. Failure to fill out the subject form by the CONSULTANT may be cause for rejection of Proposal.

27. SAFETY AND SECURITY REQUIREMENTS
CONSULTANT shall comply with the OWNER'S Safety and Security Requirements provided herein as Exhibit F and made part of this AGREEMENT.

28. ACCEPTANCE OF WORK
A. It is agreed by both CONSULTANT and OWNER that the payment and acceptance of any payment under this AGREEMENT shall not constitute a final acceptance of the work, but that final acceptance shall be made by the OWNER'S representative, Mr. Thomas A. Minwegen, General Manager, of the Clark County Water Reclamation District.
B. OWNER'S representative may delegate any or all of his responsibilities under this AGREEMENT to appropriate staff members and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

29. WAIVER
The failure of OWNER in any one or more instances to insist upon performance of any of the provisions of this AGREEMENT shall not be construed a waiver of such provisions with regard to future performance.
30. DISPUTE RESOLUTION

Any dispute relating to the performance of the services under this AGREEMENT shall be resolved through good faith efforts upon the part of the CONSULTANT and OWNER.

At all times, CONSULTANT shall carry on the work and maintain the progress schedule in accordance with the requirements of this AGREEMENT and the determination of OWNER, pending resolution of any dispute. Any claims which cannot be settled through the good faith efforts shall be resolved in accordance with Paragraph 35 below.

31. REMEDIES

The rights and remedies provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.

32. GOVERNING LAW

Nevada Law shall govern the interpretation, enforcement and resolution of disputes concerning the performance or non-performance of the AGREEMENT.

33. SIGNATURE AUTHORIZATION

All signatures hereto warrant PARTIES have full power and legal right to enter into and carry out this AGREEMENT.

34. 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.

35. 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.
36. NON-ENDORSEMENT

The CONSULTANT may not publish or sell any information from or about this AGREEMENT without the prior written consent of the OWNER. This restriction applies to the use of the OWNER’s name in a general list of customers as the OWNER prohibits the use of its name to represent an express or implied endorsement of the CONSULTANT or its services.

37. FAIR EMPLOYMENT PRACTICES

The Board of Trustees is committed to promoting full and equal business opportunity for all persons doing business in Clark County, Nevada. CONSULTANT acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT 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 CONSULTANT in breach of contract, terminate contract, and designate CONSULTANT as non-responsible.

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or gender expression, 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 terms of compensation, and selection for training, including, without limitation, apprenticeship. The CONSULTANT 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 CONSULTANT constitutes a material breach of contract.

38. ATTORNEY FEES

In any action brought to enforce this AGREEMENT, the prevailing party is entitled to reasonable attorney’s fees and costs.
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this day and year first above written:

CLARK COUNTY WATER RECLAMATION DISTRICT

By: ____________________________

THOMAS A. MINWEGEN
General Manager

ATKINS NORTH AMERICA, INC.

By: ____________________________

HARSHAL DESAI
Vice President

APPROVED AS TO AVAILABLE FUNDING:

By: ____________________________

MARK T. BINNEY
Finance

APPROVED AS TO LEGALITY ONLY:

STEVEN WOLFSON, DISTRICT ATTORNEY

By: ____________________________

LESLEY NIELSEN
Deputy District Attorney
1.) Performance of sewer plan reviews for the District by Phillip Borenave, P.E. and Vance Skidmore, P.E.
EXHIBIT B
HOURLY RATE SCHEDULE
(Additional Services and Additional Reimbursable Expenses)

NOT USED
EXHIBIT C

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), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

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

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

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

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

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

List of Owners/Offerices – 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 officials. If yes, the following paragraph applies.

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

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relationship to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

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

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

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

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

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

### Number of Clark County Nevada Residents Employed:

80

<table>
<thead>
<tr>
<th>Corporate/Business Entity Name:</th>
<th>Atkins North America, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(Include d.b.a., if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Street Address:</strong></td>
<td>4030 West Boy Scout Boulevard, Suite 700</td>
</tr>
<tr>
<td><strong>City, State and Zip Code:</strong></td>
<td>Tampa, FL 33607</td>
</tr>
<tr>
<td><strong>Telephone No:</strong></td>
<td>(813) 282-7275</td>
</tr>
<tr>
<td><strong>Website:</strong></td>
<td><a href="http://www.atkinsglobal.com">www.atkinsglobal.com</a></td>
</tr>
<tr>
<td><strong>POC Name:</strong></td>
<td>Charlotte A. Maddox</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:charlotte.maddox@atkinsglobal.com">charlotte.maddox@atkinsglobal.com</a></td>
</tr>
<tr>
<td><strong>Fax No:</strong></td>
<td>(813) 282-9767</td>
</tr>
<tr>
<td><strong>Nevada Local Street Address:</strong></td>
<td>2270 Corporate Circle, Suite 200</td>
</tr>
<tr>
<td><strong>City, State and Zip Code:</strong></td>
<td>Henderson, NV 89074-7754</td>
</tr>
<tr>
<td><strong>Local Telephone No:</strong></td>
<td>(702) 263-7275</td>
</tr>
<tr>
<td><strong>Local POC Name:</strong></td>
<td>Matthew S. Baird</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:matt.baird@atkinsglobal.com">matt.baird@atkinsglobal.com</a></td>
</tr>
</tbody>
</table>

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

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

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

Full Name | Title | % Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
---|---|---
Atkins North America, Inc. is a wholly owned subsidiary of The Atkins North America Holdings Corporation. The Atkins North America Holdings Corporation is a wholly owned subsidiary of a publicly listed UK Company, W.S. Atkins plc ("Atkins").

See attached list of FY 2014 Directors and Officers.

---

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - [ ] Yes  
   - [ ] 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, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - [ ] Yes  
   - [ ] No  
   (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

[Signature]
Matthew S. Baird
Print Name

Vice President
Title
December 4, 2014
Date
REvised 7/29/2014
**DISCLOSURE OF RELATIONSHIP**

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

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL</th>
<th>COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michele C. Sinagra</td>
<td>Daniel Sinagra, Senior Planner</td>
<td>Wife</td>
<td>Comprehensive Planning</td>
</tr>
</tbody>
</table>

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

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

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

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

---

**For County Use Only:**

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

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

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

Notes/Comments:

____________________________
Signature

____________________________
Print Name
Authorized Department Representative
ATKINS NORTH AMERICA, INC.

FY 2015 DIRECTORS AND OFFICERS

Board of Directors

L. Joe Boyer
Michael M. Newton
C. Ernest Edgar IV

Officers

EXHIBIT A

Removed Michael E. Bailey as Assoc. V.P. 062414
Named Erik T. Howard as Assoc. V.P. 062414
Named Carol P. Greene as Assoc. V.P. 072514
Removed Thomas Biggs, Carmen Kasner & Scott Zengel as VP 080614
Removed Donna Adams and Charles Bellman as AVP 080614
Named Scott Logan and Martin Pease as VP 080614
Several removals and additions see written consent 101014
Named Harshal B. Desai/Gregory V. Dailer/Timothy P. Ledet/David F. Thurston as Vice President 110314
EXHIBIT A

ATKINS NORTH AMERICA, INC.
FY 2015 OFFICERS & ADDRESSES

Office Title, Officer Names and Office Addresses

CEO – L. Joe Boyer, AUS

Chief Operating Officer – Barry J. Schulz, DEN

Sen. V.P. – Thomas F. Barry, Jr., ORL

Sen. V.P./Chief Information Officer – Martin H. Brown, MIA

Sen. V.P. – Kenneth J. Burns, Jr., DEN

Sen. V.P. – Timothy A. Byers - ALEX

Sen. V.P. – David J. Carter, MIA

Sen. V.P. – W. Bradley Dennard, NASH

Sen. V.P./General Counsel/Secretary – C. Ernest Edgar IV, TPA

Sen. V.P. – Jorge C. Figueredo, ORL

Sen. V.P. – Richard W. Galloway, AUS

Sen. V.P. – Susan A. Gratch, ORL

Sen. V.P. – Michael C. Hogan, AUS

Sen. V.P. – Donna M. Huey, ORL

Sen. V.P. – Justin P. Jones, PHX

Sen. V.P. – Amir Kangari, TPA

Sen. V.P. – Robert Scott Lawson, ATL

Sen. V.P./Chief Financial Officer/Treasurer – Steven J. Levin, AUS

Sen. V.P. – Charlotte A. Maddox, TPA

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Sen. V.P. – Steven C. Malecki, TPA
Sen. V.P. – Eric S. McLaurin, SAN ANT
Sen. V.P. – Maureen M. Nayowith, DEN
Sen. V.P. – Michael M. Newton, TPA
Sen. V.P. – Victor P. Potcat, ORL
Sen. V.P. – David D. Quinn, BOS
Sen. V.P. – William R. Winkler, New York
V.P. – Olga Acosta Cardenas, MIA
V.P. – John C. Adams, RAL
V.P./Controller – Judith Aldrovandi, TPA
V.P. – Humberto P. Alonso, Jr., MIA
V.P. – Stephen W. Austin, JAX
V.P. – Matthew S. Baird, HEND
V.P. – Darrell W. Ball, AUS
V.P. – Ralph A. Bingham, ORL
V.P. – Kevin W. Brown, MIA
V.P. – Kevin P. Callahan, ORL
V.P. – Dennis J. Cearns, LYNN
V.P. – Diego J. Clavijo, MIA
V.P. – Matthew P. D’Angelo, NASH
V.P. – Gregory V. Dailer, ORL
V.P. – Thomas J. Delaney, ORL

V.P./Assistant Secretary – Rene de los Rios, MIA

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V.P. – P. Michael DePue, II, MAD
V.P. – Harshal B. Desai, HEN
V.P. - Robert James Dodson, RENO
V.P. – Emmett Du Bose, Jr. DAL
V.P. – Lourdes T. Fernandez, MIA
V.P. – Jill S. Gurak, RAL
V.P. – Timothy J. Hammer, DEN
V.P. – John C. Hampson, TPA
V.P. – Roswell A. Hathaway, III, ATL
V.P. – Jeffrey C. Helms, PENSA
V.P. – John L. Hibbard, ATL
V.P. – Tracy L. Hill, AUS
V.P. – R. Keith Jackson, DAL
V.P/Assistant Secretary – Jayanth Jayaram, TPA
V.P. – William K. Jones, TAL
V.P. - Wade C. Kelly, MAR
V.P. – Thomas S. Knuckey, ORL
V.P. – Patricia L. Komara, ALEX
V.P. – Jeffrey R. Kullman, DEN
V.P. – Darin R. Larson, FT. MYERS
V.P. – Timothy P. Ledet, HOUS
V.P. – Kathleen S. Leo, ORL
V.P. – Derek Lindvall, DEN

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V.P. – Scott A. Logan, NASH
V.P. – Thomas W. Lowe, AUS
V.P. – Robert W. Lux, Jr., ATL
V.P. – Steven W. Martin, ORL
V.P. – Robert T. McCarty, AUS
V.P. – Darryl K. McDonald, TPA
V.P. – Jonathan H. McDonald, SAN FRAN
V.P. – Regan P. McDonald, ALEX
V.P. – Donald W. McEvoy, CALV
V.P. – William G. McGrew, ORL
V.P. – Helen T. McSwain, ATL
V.P. – Walter D. Meier, ATL
V.P. – Mark D. Micikas, TPA
V.P. – Massoud Moradi, ORL
V.P. – Glenn F. Myers, FT LAUD
V.P. – Darrell A. Nance, ORL
V.P. – Francis (Fran) O’Connor, EDISON
V.P. – Praveen K. Ommi, ORL
V.P. – Martin J. Pease, AUS
V.P. – William P. Pitcher, FT LAUD
V.P. – Erich J. Ploch, AUS
V.P. – Robert M. Poll, TPA
V.P. – Harry G. Rice, VEST

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V.P. - Jack S. Schnettler, MIA
V.P. – Thomas J. Schweitzer, CALV
V.P. – James P. (Jimmy) Screen, AUS
V.P. – Shaddy Shafie, SAN ANT
V.P. – Ben R. Sprague, HEND
V.P./Assistant Secretary – James R. Steele, Jr., TPA
V.P. – David F. Thurston, PIT
V.P. – James H. Trogdon, III, PE - RAL
V.P. – Kenneth E. Wilson, TPA
V.P. – Marcus A. Wittich, ATL
V.P. – Rosemary E. Woods, TAL
V.P. – Gary H. Yagade, SAN DIEGO
Assoc. V.P. – Juan M. Alfonso, MIA
Assoc. V.P. – Gregory S. Allen, PENSA
Assoc. V.P. – Todd D. Bettger, ORL TPKE
Assoc. V.P. – Mark M. Boggs, RAL
Assoc. V.P. – Mourad Bouhafs, ATL
Assoc. V.P. – Bruce W. Brodsky, PAN CITY BCH
Assoc. V.P. – J. Todd Brooks, RAL
Assoc. V.P. – Ana M. Cabrera, MIA
Assoc. V.P. – Ronald J. Caldi, TPA
Assoc. V.P. – Robert T. Dale, HOUS
Assoc. V.P. – Donald R. Deis, JAX

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Assoc. V.P. – Mark B. Elliott, STEVENS PT
Assoc. V.P. – Donald L. Erwin, Jr., ORL
Assoc. V.P. – Robert G. Garner, ATL
Assoc. V.P. – Joseph R. Garrity, TPA
Assoc. V.P. – Rene U. Garza, AUS
Assoc. V.P. – Carmelo Gibilaro, CHAR
Assoc. V.P. – Gary M. Granata, WES
Assoc. V.P. – Carol P. Greene, CHAR
Assoc. V.P. – Joseph P. Hitterman, TPA
Assoc. V.P. – James D. Horne, HOUSTON LAB
Assoc. V.P. – Erik T. Howard, SAN BERN
Assoc. V.P. – Shawn R. Justice, LAKE CITY
Assoc. V.P. – Robert T. Ketterer, PIT
Assoc. V.P. – Ramkumar Kozhikote, ORL
Assoc. V.P. – Emily J. Kubovich, HEND
Assoc. V.P. – Peter T. Kuhne, EDISON
Assoc. V.P. – Daniel A. Liddle, DEN
Assoc. V.P. – Andrew J. Lucysyn, NASH
Assoc. V.P. – Paul J. Mannix. ORL TPKE
Assoc. V.P. – Roberto D. Mantecon, MIA
Assoc. V.P. – Joseph A. Martinenza, Jr. ATL
Assoc. V.P. – Willson S. McBurney, ORL
Assoc. V.P. – Glenn A. McPherson, ROSE

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Assoc. V.P. – Robert D. Woithec, TPA
Assoc. V.P. – Harry L. Wood, TAL
Assoc. V.P. – Taylor P. Wright, ATL
Assoc. V.P. – James R. Young, Jr., JACK
Assoc. V.P. – Terrence J. Zable, ORL

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OFFICE ABBREVIATIONS:

ALEX – 200 Daingerfield Road, Ste. 200, Alexandria, VA 22314; 703/535-3008; Fax 703/535-1031;

ATL - 1600 River Edge Parkway, Suite 600, Atlanta, GA 30328; 770/933-0280; Fax 770/933-0691;

AUS – 6504 Bridge Point Pkwy., Suite 200, Austin, TX 78730; 512/327-6840; Fax 512/327-2453;

BARTOW – 600 North Broadway Avenue, Ste. 310, Bartow, FL 33830-3833; 863/533-7000; Fax 863/533-7888;

BEDFORD (OFFSITE) – 3301 Airport Freeway, Bedford, TX 76021; (972) 818-7275;

BOS (F+G) – 55 Summer Street, 3rd Floor, Boston, MA 02110; 617/423-5548; 617/423-5578

CALV - 3901 Calverton Blvd, 4th Floor, Beltsville, MD 20705; 301/210-6800; 301/210-5156;

CHAR – 5200 77 Center Dr., Ste. 500, Charlotte, NC 28217; 704/522-7275; Fax 704/525-2838;

CHIP -1141 Jackson Ave., Chipley, FL 32428; 850/638-2288; Fax 850/638-3002;

DAL – 18383 Preston Rd., Dallas, TX 75252; 972/818-7275; Fax 972/380-2609;

DEN – 4601 DTC Boulevard, Ste. 700, Denver, CO 80237; 303/221-7275; Fax 303/221-7276;

EDISON – 105 Fielderest Ave., Ste. 204, Edison, NJ 08837; 732/417-0890; Fax 732/417-0201;

FAIRFAX – 3859 Centerview Drive, Ste. 160, Chantilly, VA 20151; 703/471-7275; Fax 703/471-8024;

FT. LAUD – 3230 W. Commercial Blvd., Ste. 100, Ft. Lauderdale, FL 33309; 954/733-7233; Fax 954/733-1101;

FT. MYERS – 1514 Broadway, Ste. 203, Ft. Myers, FL 33901-3015; 239-334-7275; Fax 239/334-7277;

FT WORTH – 101 Summit Avenue, Ste. 1014, Ft. Worth, TX 76102; 817/810-0149; Fax 817/870-3699;

HEND – 2270 Corporate Circle, Ste. 100, Henderson, NV 89014; 702/263-7275; Fax 702/263-7200;

HOUS – 1250 Wood Branch Park Dr., Ste. 300, Houston, TX 77077; 281/493-5100; Fax 281/493-1047;

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HOUS (Lab) – 888 W. Sam Houston Parkway South, Ste. 110, Houston, TX 77042-1917; 713/977-1500; Fax 713/977-9233;

JACK – 4 River Bend Place, Ste. 210, Jackson, MS 39232; 601/936-7228; Fax 601/936-6677;

JAX – 7406 Fullerton St., Ste. 350, Jacksonville, FL 32256; 904/363-6100; Fax 904/363-8811;

JAX-EVER – Everglades Partners Joint Venture Project, 701 San Marco Blvd., Ste. 1200, Jacksonville, FL 32207-8175; 904/232-3506; Fax 904/232-1506;

LA – 12301 Wilshire Boulevard, Ste. 430, Los Angeles, CA 90025; 310/268-8132; Fax 310/268-8175;

LAKE CITY – 840 Southwest Main Blvd., Ste. 102, Lake City, FL 32025; 386/754-1546; Fax 386/754-0382;

LAKE HAV – 60 South Acosta Boulevard, Ste. C106, Lake Havasu City, AZ 86403; 928/855-4505; Fax 928/855-4535;

LYNN – 20700 44th Avenue West, Suite 110, Lynnwood, WA, 98036; 425/329-3667; Fax 425-329-3691

MAR – 192 Anderson Street, Marietta, GA 30060; 770/422-1902; Fax 770-426-5316;

MEL – 7175 Murrell Road, Ste. 101, Melbourne, FL 32940-7999; 321/242-4942; Fax 321/242-6101;

MET – One Galleria Blvd., Ste. 1516, Metairie, LA 70001; 504/841-2226; Fax 504/841-2229;

MIA - 2001 NW 107 Avenue, Miami, FL 33172-2507; 305/592-7275; Fax 305/471-8932;

NASH – 402 BNA Drive, Ste. 350, Nashville, TN 37217; 615/399-0298; Fax 615/399-0263;

ORANGE – 625 The City Drive South, Ste. 200, Orange, CA 92868-4946; 714/750-7275; Fax: 714/750-2501;

ORL - 482 South Keller Road, Orlando, FL 32810; 407/647-7275; Fax 407/740-8958;

ORL TPKE - Florida’s Turnpike Headquarters, Mile Post 263, Building 5315, Ocoee, FL 34761; 407/532-3999; Fax: 407/532-3989;

PAN CITY BCH - 120 Richard Jackson Boulevard, Ste. 230, Panama City Beach, FL 32407; 850/236-8875; Fax 850/236-8676;

PENSA – 2114 Airport Blvd., Pensacola, FL 32504; 850/478-9844; Fax: 850/478-0620;

PHX – 20860 North Tatum Blvd., Ste. 260, Phoenix, AZ 85050; 480/419-7275; Fax 480/419-7202;

PIT – 410 Rouser Road, Fifth Floor, Coraopolis, PA 15108; 412/269-7275; Fax 412/269-7278;

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Named Harshal B. Desai/Gregory V. Diater/Thomih P. Ledet/David F. Thurston as Vice President 110314
RAL – 1616 East Mill Brook Road, Suite 310, Raleigh, NC 27609; 919/876-6888; Fax 919/876-6848;
RENO – 555 Double Eagle Court, Ste. 2000, Reno, NV 89521-8991; 775/828-1622; Fax 775/828-1826;
RICH – 7200 Glen Forest Drive, Ste. 303, Richmond, VA 23236; 804/560-7600; Fax 804/560-5129;
ROSE – 1410 Rocky Ridge Dr., Opus Corporate Center, Ste. 190, Roseville, CA 95661; 916/782-7275; Fax 916/782-7245;
SAN ANT – 10100 Reunion Place, Ste. 850, San Antonio, TX 78216; 210/828-9494; Fax 210/828-7282;
SAN BERN – 650 E. Hospitality Lane, Ste. 460, San Bernardino, CA 92408; 909/890-5951; Fax 909/890-3610;
SAN DIEGO – 3570 Carmel Mountain Road, Ste. 300, San Diego, CA 92130; 858/874-1810; Fax 858/259-0741;
SAN FRAN – 475 Sansome Street, Suite 2000, San Francisco, CA 94111; 415/362-1500; Fax 415/362-1954;
SARA – 101 Arthur Andersen Pkwy, Suite 260, Sarasota, FL 34232; 941/378-0272; Fax 941/371-7297;
TAL - 2639 North Monroe St., Bldg. C, Tallahassee, FL 32303; 850/575-1800; Fax 850/575-0105;
TPA - 4030 W. Boy Scout Blvd., Ste. 700, Tampa, FL 33607; 813/877-7275; Fax 813/281-2691;
TYLER – 909 E. Southeast Loop 323, Ste. 360, Tyler, TX 75701-9612; 903/509-1552; Fax 903/509-1599;
VEST - 1400 Urban Center Dr., Ste. 350, Vestavia Hills, AL 35242; 205/969-3776; Fax 205/969-3978;
WES – 2654 Cypress Ridge Boulevard, Suite 102, Wesley Chapel FL 33544; 813/528-4130; Fax: 813/994-0894;
WPB – 2101 Vista Parkway, Suite 293, West Palm Beach, FL 33411; 561/689-7275; Fax 561/689-3884;
YORK, 135 North George Street, Ste. 203, York, PA, 17401; 717-761-0110 /PROJECT OFFICE

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EXHIBIT D
INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

CONSULTANT shall provide DISTRICT with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this CONTRACT within seven (7) calendar days after the award by DISTRICT. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING

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

3. DISTRICT COVERAGE

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

4. ENDORSEMENT / CANCELLATION

CONSULTANT’S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONSULTANT’S contractual obligation of additional insured to DISTRICT. All policies must note that DISTRICT will be given thirty (30) calendar days advance notice by certified mail “return receipt requested” of any policy changes, cancellations, or any erosion of insurance limits.

5. DEDUCTIBLES

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

6. AGGREGATE LIMITS

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

7. COMMERCIAL GENERAL LIABILITY

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

8. AUTOMOBILE LIABILITY

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

9. WORKERS’ COMPENSATION

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

10. FAILURE TO MAINTAIN COVERAGE

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

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

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

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

15. INSURANCE FORM INSTRUCTIONS
The following information must be filled in by CONSULTANTS’ Insurance Company representative:

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

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

C. Insurance Company’s Best Key Rating

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

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

F. Worker’s Compensation

G. Description: CFN No. CFN 150052, STAFF AUGMENTATION (must be identified on the initial insurance form and each renewal form).

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

I. Appointed Agent Signature to include license number and issuing state.
# Certificate of Liability Insurance

### Producer
1. **Insurance Broker's Name and Address**
2. **Consultant's Name and Address**
   - **Phone & Fax Numbers**

### Insured
- **Insurer A:**
- **Insurer B:**
- **Insurer C:**
- **Insurer D:**
- **Insurer E:**

### Coverages
- **Certificate Number:**
- **Revision Number:**

### Important Notice
- **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).**

### General Liability
- **Type of Insurance:**
  - Commercial General Liability
- **Policy Number:**
  - (A)
- **Policy Effective Date:**
  - (B)
- **Policy Expiration Date:**
  - (C)
- **Limits:**
  - Each Occurrence: $2,000,000
  - Damage to Rented Premises: $100,000
  - Medical Expenses (Any one person): $5,000
  - Personal & Advertising Injury: $2,000,000
  - General Aggregate: $2,000,000
  - Products - Completed Operations: $2,000,000

### Automobile Liability
- **Type of Insurance:**
  - Any Auto
- **Policy Number:**
  - (D)
- **Policy Effective Date:**
  - (E)
- **Policy Expiration Date:**
  - (F)
- **Limits:**
  - Combined Single Limit (Per occurrence): $1,000,000
  - Bodily Injury (Per person): $
  - Property Damage (Per accident): $

### Workers' Compensation and Employers' Liability
- **Policy Number:**
  - NA
- **Policy Effective Date:**
  - Other
- **Policy Expiration Date:**
  - EL. Short Term Disability
  - EL. Long Term Disability
  - EL. Disease - E. A. Employee
  - EL. Disease - Policy Limit

### Description of Operations / Locations / Vehicles
- **Additional Remarks Schedule:**
- **If more space is required:**

### Certificate Holder
- **Description:**

### Cancellation
- **Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

### Authorized Representative
- **At 1988-2010 ACORD CORPORATION. All rights reserved.**

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ACORD 25 (07/10/05)  The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

PURPOSE:

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

BUSINESS TRAVEL

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

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

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

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

RENTAL CARS

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

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

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

MILEAGE

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

2. Travelers will not be reimbursed for any fuel cost, maintenance costs, car washes, towing, or repairs to their personal vehicles even if these costs result from business travel.
3. Compensation is not allowed for transportation to/from the home and principal place of business. Mileage maybe reimbursed if mileage is in excess of miles to/from home and principal place of business.

LODGING, MEALS AND INCIDENTALS

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

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

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

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

MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL

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

MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS

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

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

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

REIMBURSEMENT

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

Safety Requirements

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

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

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

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

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

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

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

Security Requirements

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

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

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

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

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

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

General Security Procedures:

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

Any security questions shall be made to:
OWNER Safety/Security Administrator
702- 668-8000
EXHIBIT G
SUBCONTRACTOR INFORMATION

DEFINITIONS

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

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

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

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

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

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

1. Subcontractor Name:______________________________________________________________
   Contact Person:___________________________________________________________
   Telephone Number:_________________________________________________________
   Description of Work:__________________________________________________________
   Estimated Percentage of Total Dollars:__________________________________________
   Business Type: □ MBE □ WBE □ PBE □ SBE □ NBE

2. Subcontractor Name:____________________________________________________________
   Contact Person:___________________________________________________________
   Telephone Number:_________________________________________________________
   Description of Work:__________________________________________________________
   Estimated Percentage of Total Dollars:__________________________________________
   Business Type: □ MBE □ WBE □ PBE □ SBE □ NBE

3. Subcontractor Name:____________________________________________________________
   Contact Person:___________________________________________________________
   Telephone Number:_________________________________________________________
   Description of Work:__________________________________________________________
   Estimated Percentage of Total Dollars:__________________________________________
   Business Type: □ MBE □ WBE □ PBE □ SBE □ NBE

4. Subcontractor Name:____________________________________________________________
   Contact Person:___________________________________________________________
   Telephone Number:_________________________________________________________
   Description of Work:__________________________________________________________
   Estimated Percentage of Total Dollars:__________________________________________
   Business Type: □ MBE □ WBE □ PBE □ SBE □ NBE

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