AGREEMENT FOR ENGINEERING SERVICES

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

HDR ENGINEERING, INC.

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 HDR ENGINEERING, INC., a Nevada Corporation, hereinafter referred to as "ENGINEER"), for the DEVELOPMENT OF A FIVE YEAR COLLECTION SYSTEM MASTER PLAN, CCWRD PROJECT NO. M-161, (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 Stephanie Stallsmith, Project Manager to manage the DEVELOPMENT OF A FIVE YEAR COLLECTION SYSTEM MASTER PLAN, CCWRD PROJECT NO. M-161. 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, Task 1.0 through Task 5.0 a cost not to exceed $2,554,577.

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. 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 $2,554,577.

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

5. 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. 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.

7. In the event that the OWNER agrees to pay for any of the CONSULTANT'S travel expenses directly related to this work the following parameters shall apply: CONSULTANT shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by the OWNER policy, regulations, and procedures for its own employees and consultants attached as Exhibit A. Reports of expenses shall be submitted along with invoices for all itemized charges. No overhead and/or profit shall be permitted. OWNER reserves the right to reject any and all expenses it considers not directly related to the Work required herein.

8. NRS 338.515 requires that the District pay the Engineer not more than 95 percent of the amount of any progress payments due under the Contract until the Engineer completes 50 percent of the work required by the Contract. Thereafter, the District may pay any of the remaining progress payments without withholding retainage if satisfactory progress is being made in the work. (The Project Engineer is to notify Finance, in writing, once 50 percent of the work required by the Contract is complete.)
NRS 338.520 requires that the District pay the Engineer any outstanding payment due including retainage if the District occupies or begins use of the project or portion of the project or partially occupies one or more buildings of the project.

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

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

9. 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.

10. 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.

11. 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.

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

SECTION VII
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION VIII
SUBCONTRACTS

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

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

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

SECTION IX
TIME SCHEDULE

ENGINEER shall furnish OWNER'S representative a schedule for performance of services not later than 10 calendar days after ENGINEER receives written notice to proceed from OWNER'S representative. The schedule shall set forth not more than 843 calendar days from Notice to Proceed for Task 1.0 through Task 5.0 as a period of time which may reasonably be required to complete the services identified in Exhibit A and shall terminate on June 30, 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 C. ENGINEER’S general liability insurance policies shall be endorsed to include the OWNER as additional insured.

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

4. The ENGINEER'S Comprehensive General Liability 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 October 17, 2008
C. *Exhibit B: ENGINEER'S Fee Schedule dated January 7, 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.

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
KENT VIAN, ASSISTANT MANAGER OF COLLECTION SYSTEM
GAIL KARAFKA, PURCHASING ANALYST II
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122
(702) 668-9093
FAX (702) 668-9090

TO ENGINEER: HDR ENGINEERING, INC.
MS. LOLENE TERRY
7180 POLLOCK DRIVE, SUITE 200
LAS VEGAS, NV 89119
PHONE (702) 938-6000
FAX (702) 938-6060
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

HDR ENGINEERING, INC.

By: __________________________
    LOVENE TERRY
    Vice President

APPROVED AS TO LEGALITY ONLY:
DAVID ROGER, DISTRICT ATTORNEY

By: __________________________
    CAROLYN CAMPBELL
    Deputy District Attorney
EXHIBIT A

CCWRD COLLECTION SYSTEM SERVICES

SCOPE OF SERVICES

3/9/09 THROUGH 6/30/2011

Task 1.0 – PROJECT MANAGEMENT

HDR will continue to manage and administer the work associated with the Collection System Services project under this task. Activities associated with this task include:

- Update project guide outlining project requirements, key staff, contact information, documentation requirements, schedule, and budgets for revised scope of services;
- Conduct Periodic Progress Meetings with District staff (monthly);
- Project schedule development and maintenance for the HDR project team and District staff members participating in HDR’s contract activities;
- Prepare monthly project progress reports and invoices for the District;
- Project Administrative Support and Document Control;
- Prepare presentations for senior management updates on periodic basis (assumes 3 per year)
- Management of subconsultants.

Task 1.0 Deliverables

- Updated Project Guide
- Periodic progress reports
- Monthly progress meeting agendas and notes
- Presentations for Senior Management
- Subconsultant Agreements

Task 2.0 – MANAGE CONTRACTED INSPECTION SERVICES

Manage contracted inspection services including:

- Provide field inspectors to spot check contractor location and adherence to contract documents, report discrepancies to the client in accordance with the Inspection Manual developed for project, complete Daily Inspection Report;
- Update Inspection Manual to reflect recent changes in procedures resulting from FY08 work and update again at start of FY10;
- Coordinate weekly with District’s project manager during period of contracted services;
- Provide weekly status updates on contractor progress;
- Provide meeting notes from weekly meetings;
- Schedule coordination and dispatching of inspectors (non-District staff);
- Collect and archive daily inspection reports;
- Review inspection data submittals for quality acceptance;
- Deliver final inspection data on external hard drive to District;
- Collect and archive test and acceptance data, including required submittals from contractors;
- Measurement of contracted work performed and review of pay requests;
- Prepare Invitation to Bid Documents and maps as requested by District for new contracts;

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- Provide analysis of inspection data to recommend future capital projects or O&M frequencies.

Subtask 2.0 Deliverables
- Daily inspection reports
- Status reports and meeting notes at weekly status meetings
- GIS maps and electronic data indicating Pipe Ratings
- ITBs for new contracted work (assumes one for FY09 and one for FY10)

Task 3.0 – MANAGE CONTRACTED CLEANING SERVICES
Manage cleaning contractors for duration of the contract including:
- Provide field inspectors to spot check contractor location and adherence to contract documents, report discrepancies to the client in accordance with the Inspection Manual developed for project, complete Daily Inspection Report;
- Update Inspection Manual to reflect recent changes in procedures resulting from FY08 work;
- Coordinate weekly with District’s project manager;
- Provide weekly status updates on contractor progress;
- Provide meeting notes from weekly meetings;
- Schedule coordination and dispatching of inspectors (non-District staff);
- Collect and archive daily inspection reports;
- Prepare QC list of pipes for each cleaning contract on a weekly basis and send to District PM for QC inspection;
- Measurement of contracted work performed and review of pay requests;
- Prepare Invitation to Bid Documents and maps as requested by District for new contracts;
- Collect, review, and archived contractor submittals from contractors;

Subtask 3.0 Deliverables
- Daily inspection reports
- Status reports and meeting notes at weekly status meetings
- ITB for new contracted work (assumes 1 in FY10)

Task 4.0 – AIR PRESSURIZATION EVALUATION
HDR will continue the air pressurization evaluation work with additional field investigations and an evaluation of the positive and negative airflows and odor monitoring. In coordination with District staff, HDR will prepare a field work plan for investigations and monitoring field conditions. The project area will be bounded by Sahara Avenue, St. Rosc Parkway, Cameron Street, and Koval Lane.

4.1 Develop Field Work Plan – HDR will develop a field work plan that provides a detailed description of the work to be performed, locations of field sampling points, and field testing procedures in the project area.

10/17/2008
CCWRD COLLECTION SYSTEM SERVICES

- Review results of Air Pressurization Evaluation completed as part of another project to determine areas where positive flow manholes are located, provide additional air pressure testing if necessary;
- Work with District staff to determine any upstream or downstream hydraulic or odor control conditions that might affect the field work results.
- Review updated odor complaint history for the past year.

4.2 Field Work – Perform field work including:
- Field reconnaissance at ground level to determine areas where odors are detected and the locations of manholes at which the ambient H2S levels will be measured;
- Initially odors will be measured using portable hydrogen sulfide (H2S) gas meters which will record the H2S levels every 15 minutes for a period of 7 days. A total of 40 manhole locations will be identified for measurement of ambient H2S levels.
- Provide air pressure monitoring services at 20 recommended manholes.
- The field work will be conducted between July and September.

4.3 Analyze Data – evaluate data results for collection system activities.

4.4 Prepare Technical Memorandum – prepare draft Technical Memorandum (TM) for District review that incorporates all the work completed in Subtasks 9.1 through 9.3. District review comments will be incorporated into a Final TM, which will include sections that follow the subtasks and with an Summary Recommendations (Summary, Field Work Plan, Field Work, Recommendations).

Subtask 4.0 Deliverables
- Field Work Plan
- Draft TM
- Final TM

TASK 5.0 – SUPPLEMENTAL SERVICES

5.1 Provide additional services as requested for the District. HDR will develop scope of services, fee estimate, and schedule to complete the work and will submit for District approval prior to starting any work.

Unallocated funds have been set aside for this task to be used at the direction of the District.

Subtask 5.0 Deliverables
- None identified
## EXHIBIT B - FEE SCHEDULE

### CCWRD - Collection System Consulting Services

**Amendment Through FY11**

**HDR Monthly Expenditures - Summary**

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<th>FY2010</th>
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**Total**

- $2,554,577
- $449,015
- $1,123,243
- $982,349

**Total**

- $2,554,577

1/7/09
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 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 insurance shall be primary as respects the Owner, its officers and employees.

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

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

6. Commercial General 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 for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on an "occurrence" basis only, not "claims made," and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

7. Automobile Liability: Subject to the requirements of this Exhibit, the ENGINEER shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or 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 services under this Contract. Any retroactive date must coincide with or predate the beginning of this period. It 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 must 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 ($2,000,000)
      (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 of Number and Nature 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 APPOINTED AS AN ADDITIONAL INSURED.**

9) Nevada Resident Agent Signature
**CC WATER RECLAMATION DISTRICT CERTIFICATE OF INSURANCE**

**PRODUCER**

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

**SURED**

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

**COVERAGES**

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

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The Certificate Holder is named as an additional insured.