

**PROFESSIONAL SERVICES AGREEMENT**  
**CLARK COUNTY WATER RECLAMATION DISTRICT**  
**AND**  
**BROWN AND CALDWELL**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of **November, 2025**, by and between **CLARK COUNTY WATER RECLAMATION DISTRICT**, a political subdivision of the State of Nevada (hereinafter referred to as "DISTRICT") and **BROWN AND CALDWELL**, a foreign corporation qualified to do business in Nevada (hereinafter referred to as "CONSULTANT"), to develop a new **CLARK COUNTY AREA-WIDE WATER QUALITY MANAGEMENT PLAN, DISTRICT RFP NO. 250013** (as more particularly described in Exhibit A: Scope of Services) (hereinafter referred to as "Goods/Services").

**W I T N E S S E T H**

WHEREAS, the CONSULTANT is qualified in accordance with the laws of the State of Nevada and has the personnel and facilities necessary to provide/perform the Goods/Services within the required time.

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

**AGREEMENT**

**1.0 EFFECTIVITY AND CONSENT**

1.1 This AGREEMENT is entered into by DISTRICT for the purpose of procuring the Goods/Services from the CONSULTANT. This AGREEMENT is conditioned on the CONSULTANT's assent to, and strict compliance with, all of the terms and conditions stated herein.

**2.0 ORDER OF PRECEDENCE**

2.1 In the event of any conflict and/or inconsistencies among or between this AGREEMENT and the exhibits thereto, the controlling document shall be determined by the following order of precedence:

2.1.1 This AGREEMENT (including any amendments thereto)

2.1.2 Exhibit A: Scope of Services & Exhibit B: Fee Schedule

2.1.3 RFP No. 250013, Clark County Area-Wide Water Quality Management Plan & CONSULTANT's Proposal dated July 10, 2025 (incorporated hereto by reference)

2.1.4 Exhibit C: Disclosure of Ownership/Principals

2.1.5 Exhibit D: Insurance Requirements

2.1.6 Exhibit E: DISTRICT Mobilization Policy for Contractors/Consultants

2.1.7 Exhibit F: Subcontractor Information

2.1.8 Exhibit G: Special Conditions - Safety and Security Requirements

2.2 Exhibits A through G are hereby incorporated into this AGREEMENT.

### **3.0 RESPONSIBILITY OF CONSULTANT**

3.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all goods/services furnished by the CONSULTANT and its sub-contractor(s) and their respective principals, officers, employees and agents under this AGREEMENT. In providing/performing the specified Goods/Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

3.2 It shall be the duty of the CONSULTANT 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/laws (collectively, "Laws"). CONSULTANT will not produce a work product which violates or infringes on any intellectual property rights. Any acceptance or approval by the DISTRICT of any products, goods, 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 and/or complying with all Laws. DISTRICT review, approval, acceptance, or payment for any of CONSULTANT'S products/goods/services 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 (or lack of 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 DISTRICT caused by CONSULTANT's (or that of its subcontractors) negligent acts, errors or omissions in performance (or lack of performance) of this AGREEMENT.

3.3 All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT relating to the Goods/Services provided hereunder shall become the property of DISTRICT and shall be delivered to DISTRICT's representative upon completion or termination 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 or any other deliverables under this AGREEMENT conducted by DISTRICT. DISTRICT shall have the right to reproduce all documentation supplied pursuant to this AGREEMENT.

3.4 CONSULTANT shall comply with the DISTRICT's Safety and Security Requirements provided herein as Exhibit G when the performance of the AGREEMENT require(s) CONSULTANT's presence on the site of any of DISTRICT's facilities.

### **4.0 RESPONSIBILITY OF DISTRICT**

4.1 The DISTRICT agrees that its officers and employees will cooperate with CONSULTANT in the provision/performance of the Goods/Services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.

4.2 DISTRICT shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data/information which DISTRICT has available and that CONSULTANT needs in order to provide/performance the Goods/Services, including as examples only and not as a limitation:

4.2.1 Copies of reports, records, and other documents pertinent to the provision/performance of Goods/Services.

4.2.2 Copies of previously prepared reports, specifications, records, codes, regulations, other documents, and information related to the Goods/Services specified by this AGREEMENT.

## **5.0 COMPLIANCE WITH LAWS**

5.1 By execution of this AGREEMENT, CONSULTANT does (for itself and each individual providing/performing the Goods/Services on CONSULTANT's behalf in performance of this AGREEMENT) now so certify and promise full compliance with the provisions of all applicable Laws pertaining to the provision of the Goods/Services by CONSULTANT.

5.2 CONSULTANT agrees to defend, indemnify and hold DISTRICT harmless from any claim, suit, loss, cost, damage, expense (including attorney's fees) or liability by reason of CONSULTANT's violation of any such applicable Laws. Nothing in this AGREEMENT or in any requirement under this AGREEMENT shall be construed to mean that CONSULTANT should perform any work in violation of any certifications, forms, contractual provisions, and/or Laws.

## **6.0 PERIOD OF PERFORMANCE**

6.1 CONSULTANT agrees to provide the Goods/Services for a term of 696 calendar days (commencing upon CONSULTANT's receipt of a Notice of Award from DISTRICT and expiring on September 30, 2027) ("Initial Term"), which shall be deemed to be a reasonably sufficient period of time within which CONSULTANT is required to provide/performance the Goods/Services. DISTRICT shall not be responsible for work performed beyond the term of this AGREEMENT.

6.2 Upon the expiration of the Initial Term, DISTRICT has three (3) options to extend the Initial Term of this contract for additional one-year periods.

## **7.0 CONFLICT OF INTEREST**

7.1 CONSULTANT may, from time to time, provide other goods/services similar to the Goods/Services to other state and local government entities. DISTRICT does not object to such representation in transactions that do not directly or indirectly involve the DISTRICT. In all other regards, CONSULTANT shall abide by and perform its duties in accordance with the ethics of the goods/services industry and all federal, state and municipal laws,

regulations and ordinances regulating the provision of this service, and shall notify the DISTRICT prior to entering into any engagement which creates the appearance of a conflict of interest.

## **8.0 PROJECT MANAGER**

8.1 The CONSULTANT shall assign a qualified employee, approved by the DISTRICT in writing, as a Project Manager for the provision/performance of the Goods/Services. All Goods/Services specified by this AGREEMENT shall be performed by the Project Manager and/or sub-consultants and key employees identified by the CONSULTANT under the supervision of the Project Manager. Should the Project Manager be unable to complete his or her assignment for any reason, the CONSULTANT may replace him or her with a qualified employee, approved by the DISTRICT in writing. The DISTRICT may, at its discretion, request a replacement of the Project Manager due to his or her unsatisfactory performance. If CONSULTANT fails to make a required replacement within 30 days, DISTRICT may terminate this AGREEMENT for default. The CONSULTANT's primary contact will be an assigned representative designated by the DISTRICT, referred to hereinafter as the District's Representative.

## **9.0 CONTRACT AMENDMENTS**

9.1 Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2209, and recognizing the constraints inherent in public bidding, DISTRICT reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of CONSULTANT's obligations under CONTRACT, in whatever manner DISTRICT determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by the DISTRICT Purchasing Administrator or designee and acknowledged by the CONSULTANT.

## **10.0 COMPENSATION FOR SERVICES**

10.1 DISTRICT agrees to pay the CONSULTANT the price(s) shown in Exhibit B, Fee Schedule, for the Goods/Services described in Exhibit A, Scope of Services. In no event shall the DISTRICT's obligation to pay the CONSULTANT in consideration of the Goods/Services exceed an amount of **\$1,100,000.00** ("NTE Amount"). Such compensation will be paid from invoices submitted by the CONSULTANT in accordance with this paragraph 10.0 and **Exhibit B, Fee Schedule**.

10.2 Invoices shall be submitted on CONSULTANT's company letterhead. Payments by DISTRICT will be made within 30 days of receipt of CONSULTANT's invoices for goods/services provided within the performance term of this AGREEMENT. Invoices not in compliance with the requirements of this section shall be returned to the CONSULTANT for correction and re-submittal.

- 10.3 Invoices should include only goods/services that were provided/performed in the then-current billing period. Invoices containing charges for goods/services that were provided/performed after the then-current billing period will be rejected and returned unpaid.
- 10.4 Invoices are to be sent to DISTRICT at the location identified in the purchase order(s) for the Goods/Services within ninety (90) calendar days of the provision/performance of goods/services. 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, or based upon agreed payment terms, after receipt of an accurate invoice that has been reviewed and approved by the applicable authorized DISTRICT representative. In accordance with NRS 244.250, DISTRICT shall not provide payment on any invoice CONSULTANT submits for goods/services after six (6) months from the date CONSULTANT provides/performs those goods/services. All invoices should include the following information:
- 10.4.1 Company Name
  - 10.4.2 Complete Address (including street, city, state, and zip code)
  - 10.4.3 Telephone Number
  - 10.4.4 Contact person
  - 10.4.5 Itemized description of goods/services rendered (including dates)
  - 10.4.6 DISTRICT'S Purchase Order Number
  - 10.4.7 Company's Tax Identification Number
  - 10.4.8 AGREEMENT Number
  - 10.4.9 Itemized pricing and total amount due (excluding Sales and Use Tax)
  - 10.4.10 Company Invoice Number
- 10.5 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, DISTRICT may declare CONSULTANT in breach of contract, terminate the AGREEMENT, and designate CONSULTANT as non-responsible if responding to future requests for proposal.
- 10.6 In the event that the DISTRICT agrees to pay for any of the CONSULTANT's mobilization expenses directly related to the provision/performance of Goods/Services, the following parameters shall apply: CONSULTANT shall only receive reimbursement in amounts that are consistent with applicable guidelines established by the DISTRICT in the attached **Exhibit E: DISTRICT Mobilization Policy for Contractors/Consultants**. DISTRICT reserves the right to reject any and all expenses it considers not directly related to the Goods/Services required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

- 10.7 DISTRICT 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.
- 10.8 With the exception of any funds withheld in dispute as set forth above in paragraph 10.2, upon CONSULTANT's completion of the provision/performance of the Goods/Services called for under the terms of the AGREEMENT to the satisfaction of DISTRICT, and upon acceptance of same by DISTRICT (which acceptance will not be unreasonably withheld), CONSULTANT will, within sixty (60) days of DISTRICT's receipt of such request from CONSULTANT, be paid the unpaid balance of any money due to CONSULTANT under this AGREEMENT, including the retained percentages.

#### **11.0 LIMITATION OF OBLIGATION**

- 11.1 DISTRICT agrees to pay CONSULTANT for the Goods/Services described in the **Exhibit A, Scope of Work** for the NTE Amount set forth in paragraph 10.1 above. The DISTRICT's obligation to pay CONSULTANT cannot exceed the NTE Amount. It is expressly understood that the entire work defined in **Exhibit A, Scope of Work** 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 the NTE Amount. Any increase to the NTE Amount must be via a written amendment to this AGREEMENT signed by the DISTRICT's authorized representative or designee and the CONSULTANT. Refer to Paragraph 26.0 Amendments and Notices below.
- 11.2 DISTRICT's sole obligation hereunder shall be DISTRICT's payment to CONSULTANT for Goods/Services that are provided/performed by CONSULTANT and accepted by DISTRICT prior to the date of expiration of the term of this AGREEMENT, or effective date of any termination of this AGREEMENT, whichever occurs first, up to the funding limitation specified in this section 11.

#### **12.0 INDEPENDENT CONTRACTOR**

- 12.1 CONSULTANT shall be subject to and operate under and in accordance with all Laws, including but not limited to those regarding Industrial Employment and Insurance, and CONSULTANT 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/or employees of the DISTRICT.
- 12.2 Neither this AGREEMENT nor CONSULTANT's performance hereunder shall constitute or create an employee/employer relationship between DISTRICT and CONSULTANT. Neither CONSULTANT, nor its employees, shall be eligible for any benefits applicable to active employees of DISTRICT. CONSULTANT shall act solely as an independent contractor, not as an employee or agent of DISTRICT. CONSULTANT's authority is limited to providing/performing the Goods/Services, and CONSULTANT shall have no authority, without the express written consent of DISTRICT, to incur any obligation or liability, or make any commitments on behalf of DISTRICT.

**13.0 INDEMNIFICATION**

13.1 CONSULTANT shall indemnify, defend and hold harmless DISTRICT, and all the officers, employees and agents of the DISTRICT, and each of them, against any and all claims, actions, demands, damages, proceedings, liabilities, costs, and/or expenses, including attorneys' fees, against or incurred by DISTRICT for injury to or death of any person and for loss of or damage to any and all property caused by the negligent acts, errors, omissions, recklessness, or intentional misconduct of CONSULTANT, its subcontractors, and/or their respective principals, officers, employees and agents. CONSULTANT shall also require its sub-contractor(s) to indemnify, defend and hold DISTRICT harmless against any and all claims, actions, demands, damages, liabilities, or expenses, including attorneys' fees, against DISTRICT for injury to or death of any person and for loss of or damage to any and all property, caused by the negligent acts, errors, omissions, recklessness, or intentional misconduct of such subcontractor(s).

**14.0 PROPRIETARY INFORMATION**

14.1 DISTRICT may, from time to time, furnish CONSULTANT with literature, data, or technical information that DISTRICT considers necessary for the CONSULTANT to provide/perform the Goods/Services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, DISTRICT shall so inform CONSULTANT and CONSULTANT agrees not to disclose this information except as approved by DISTRICT in writing. Except for a record copy it agrees to hold in confidence, CONSULTANT also agrees to return or destroy all copies such materials as DISTRICT may request.

**15.0 CERTIFICATIONS AND REPRESENTATIONS**

15.1 In performing this AGREEMENT, CONSULTANT agrees to comply with applicable Laws, and to not make, permit to be made, or knowingly allow a third party to make any improper payments.

**16.0 THIRD PARTY BENEFIT**

16.1 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, claim, or relief whatsoever.

**17.0 PERSONAL PERFORMANCE REQUIREMENT**

17.1 CONSULTANT shall directly provide the Goods/Services described and shall not assign to any third party, without the written consent of DISTRICT, the performance obligation or any rights to compensation or benefits accruing to CONSULTANT under this AGREEMENT.

**18.0 GRATUITIES/KICKBACKS**

18.1 No gratuities or kickbacks (in the form of entertainment, gifts or otherwise) shall be offered or given by CONSULTANT to any employee or official of DISTRICT with a view toward securing favorable treatment.

**19.0 RECORDS**

19.1 The CONSULTANT agrees to retain, for a period of six (6) years from receipt of final payment hereunder from DISTRICT, all 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 by CONSULTANT under the provisions of this AGREEMENT. The CONSULTANT agrees to make these records available for inspection, audit or reproduction by any representative authorized by DISTRICT at the office of the CONSULTANT at all reasonable times during such retention period.

**20.0 PROJECT SCHEDULE; RETENTION**

20.1 The CONSULTANT shall provide/performance the Goods/Services required as expeditiously as is consistent with professional skill and care and orderly progress and in accordance with the schedule approved by the DISTRICT. If the CONSULTANT's provision/performance of Goods/Services for any task is delayed or if the CONSULTANT's sequence of tasks is changed for any reason, CONSULTANT shall notify the DISTRICT in writing of the reasons for the delay and prepare a revised schedule for performance of services. The DISTRICT has sole discretion to approve any changes to the schedule. The CONSULTANT's schedule shall not exceed the promised date of September 30, 2027.

20.2 The DISTRICT may withhold 5% of CONSULTANT's total compensation for the Goods/Services until DISTRICT's final written acceptance of all the Goods/Services, at which time the retainage will be released to the CONSULTANT.

**21.0 TERMINATION**

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

21.2 This AGREEMENT may be terminated in whole or in part by either party in the event the other party fails to substantially fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given:

21.2.1 not less than ten days, written notice of intent to terminate; and



21.2.2 an opportunity for consultation with the terminating party and to cure the failure prior to termination.

21.3 In the event of termination, with or without cause, DISTRICT's obligations shall be limited to payment to CONSULTANT for Goods/Services that have been provided/performed by CONSULTANT up to the effective date of termination. CONSULTANT shall submit to DISTRICT, for no additional fee, any reports in progress at the time of termination, for cause or otherwise.

21.4 This AGREEMENT shall terminate immediately and all payments due shall be forfeited if, in the performance of this AGREEMENT, CONSULTANT makes any improper payments, engages in unlawful conduct, or uses any part of the compensation received under this AGREEMENT for an illegal purpose.

## **22.0 INSURANCE**

22.1 Prior to CONSULTANT's provision/performance of the Goods/Services described herein, and prior to DISTRICT's Notice to Proceed, the CONSULTANT shall procure and maintain the following insurances at its own expense during the entire term of the AGREEMENT in accordance with the requirements set forth in this Section 22 and in **Exhibit D, Insurance Requirements:**

22.1.1 Worker's Compensation, statutory limits

22.1.2 General Liability Insurance

22.1.3 Automobile Liability

22.1.4 Professional Liability Insurance

22.2 In addition, prior to CONSULTANT's provision/performance of the Goods/Services, CONSULTANT shall furnish to DISTRICT a certificate of insurance as evidence of the existence of the above insurance coverage in the requisite amounts.

22.3 The insurance requiring additional insured status for the DISTRICT shall be primary coverage for all claims arising from or as a result of CONSULTANT's performance hereunder. DISTRICT shall be identified as an additional insured on the CONSULTANT General Liability and Automobile Liability coverage.

22.4 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 DISTRICT or other persons, and the CONSULTANT is encouraged to purchase any additional insurance it deems necessary or appropriate.

## **23.0 ENTIRE AGREEMENT**

23.1 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 that 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.

## **24.0 ASSIGNMENT**

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

## **25.0 SUBCONTRACTS**

25.1 CONSULTANT shall not subcontract this AGREEMENT without prior written approval of the DISTRICT.

## **26.0 AMENDMENTS AND NOTICES**

26.1 Any amendments to this AGREEMENT shall have no effect unless they are in writing and signed by an authorized representative or designee of the DISTRICT and the CONSULTANT.

26.2 Except as otherwise specifically provided herein, any notices to be furnished from one party to the other shall be sent by certified US Mail and e-mail to the following addresses:

### **To DISTRICT:**

CLARK COUNTY WATER RECLAMATION DISTRICT

Attn: John Solvie, Water Quality Section

Attn: Jean Hutton, Procurement Solutions Section

5857 E. Flamingo Road, Las Vegas, Nevada 89122

PHONE (702) 668-8361; (702) 668-8097

FAX (702) 668-9090

E-mail: [jsolvie@cleanwaterteam.com](mailto:jsolvie@cleanwaterteam.com); [jhutton@cleanwaterteam.com](mailto:jhutton@cleanwaterteam.com)

### **To CONSULTANT:**

Brown and Caldwell

Attn: Angela MacKinnon, Vice President

8337 West Sunset Road, Suite 310

Las Vegas, NV 89113

PHONE (702) 938-4080

E-mail: [amackinnon@brwnncald.com](mailto:amackinnon@brwnncald.com)

## **27.0 DISCLOSURE OF OWNERSHIP/PRINCIPALS**

27.1 CONSULTANT must provide the information requested on the attached “**Disclosure of Ownership/Principals**” form, **Exhibit C**.

**28.0 ACCEPTANCE OF WORK**

- 28.1 CONSULTANT and DISTRICT agree that the payment and acceptance of any payment under this AGREEMENT shall not constitute DISTRICT's final acceptance of the Goods/Services, but that final acceptance shall be made in writing by the DISTRICT's General Manager.
- 28.2 DISTRICT's General Manager may delegate any or all of his/her responsibilities under this AGREEMENT to appropriate staff members by written notice of same to CONSULTANT, which shall be effective immediately upon delivery of such written notice.

**29.0 WAIVER**

- 29.1 The DISTRICT's failure 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.

**30.0 DISPUTE RESOLUTION**

- 30.1 CONSULTANT and DISTRICT shall make a good faith effort at resolving any dispute relating to the provision/performance of the Goods/Services under this AGREEMENT. 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 DISTRICT, pending resolution of any dispute. Any claims which cannot be settled through the good faith efforts shall be resolved in accordance with Paragraph 32.0 below.

**31.0 REMEDIES**

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

**32.0 GOVERNING LAW AND VENUE**

- 32.1 Nevada Law shall govern the interpretation, enforcement, and resolution of disputes concerning the performance or non-performance of the AGREEMENT. Any action to enforce the terms of this AGREEMENT shall be filed in the appropriate state or federal court in Nevada.

**33.0 SIGNATURE AUTHORIZATION**

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

**34.0 COUNTERPARTS; ELECTRONIC DELIVERY**

- 34.1 This AGREEMENT may be executed in counterparts, all such counterparts will constitute the same AGREEMENT 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.

### **35.0 FISCAL FUNDING OUT**

35.1 DISTRICT reasonably believes that funds can be obtained sufficiently to make all payments during the term of this AGREEMENT. If DISTRICT does not allocate funds to continue the purchase of the goods/services this AGREEMENT shall be terminated when appropriated funds expire.

### **36.0 RIGHT TO MARKET**

36.1 The CONSULTANT may not publish or sell any information from or about this AGREEMENT without the prior written consent of the DISTRICT. The DISTRICT prohibits the use of its name, and will not participate in any advertisement for CONSULTANT, to represent an express or implied endorsement of the CONSULTANT or its services.

### **37.0 FAIR EMPLOYMENT PRACTICES**

37.1 The Board of Trustees is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONSULTANT acknowledges that DISTRICT has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their officers, employees, contractors, and/or agents 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, DISTRICT may declare CONSULTANT in breach of this AGREEMENT, terminate this AGREEMENT, and designate CONSULTANT as non-responsible for this AGREEMENT and future contracts.

37.2 In connection with the performance of this AGREEMENT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, national origin, or any other protected status including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

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

37.4 Any violation of such provision by CONSULTANT constitutes a material breach of this AGREEMENT.

### **38.0 ISRAEL BOYCOTT DISCLAIMER**

38.1 In accordance with NRS 332.065, by executing this Agreement, the CONSULTANT certifies that it is not currently engaged in, and for the duration of the Term will not to engage in, a boycott of Israel.

**39.0 DATA PRIVACY AND SECURITY**

- 39.1 Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.
- 39.2 CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this AGREEMENT in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.
- 39.3 At least annually, CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.
- 39.4 CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this AGREEMENT.
- 39.5 CONSULTANT agrees to notify the DISTRICT, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was, or is reasonably believed to have been, acquired by an unauthorized person.

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**Agreement for Professional Services  
District RFP No. 250013,  
Clark County Area-Wide Water Quality Management Plan**

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

**BROWN AND CALDWELL**

By: \_\_\_\_\_  
ANGELA MACKINNON  
Vice President

APPROVED AS TO AVAILABLE FUNDING:

By: \_\_\_\_\_  
BRETT BOREK  
Finance Manager

APPROVED AS TO LEGALITY ONLY:

By: \_\_\_\_\_  
DAVID J. STOFT  
General Counsel

**ALL DOCUMENTS REFERENCED BELOW WILL BE ATTACHED TO THIS AGREEMENT AS THE FOLLOWING  
EXHIBIT(S)**

Exhibit A: Final Scope of Services dated October 2, 2025

Exhibit B: Fee Schedule dated October 2, 2025

Exhibit C: Disclosure of Ownership/Principals

Exhibit D: Insurance Requirements

Exhibit E: DISTRICT Mobilization Policy for Contractors/Consultants

Exhibit F: Subcontractor Information

Exhibit G: Safety and Security Requirements

# Exhibit A: Scope of Services

## Background Information

The Clark County Area-Wide Water Quality Management Plan (WQMP), as required by Section 208 of the Clean Water Act, requires long term planning for water quality on a 20-year planning horizon. Final WQMPs are used by Clark County, municipalities, wastewater dischargers, water purveyors, and other stakeholders, as a single source reference to document a unified watershed-based approach to water quality planning efforts within Clark County. The goal of this study will be an Area-Wide WQMP for Clark County that includes planned wastewater treatment, planned sewer master plans water resources and reclamation, groundwater management, and OneWater planning among Clark County stakeholders. This includes capital improvement programming and financial management planning and proposed schedules for implementation. This project is scoped into three distinct phases:

- Phase I—Draft WQMP Development
- Phase II—Outreach
- Phase III—Final WQMP and Approvals

Phase I of the project involves developing a new streamlined WQMP that considers the diverse watersheds in Clark County and that addresses elements specified in Nevada Revised Statutes (NRS) 244A.571. Initial implementation procedures will be developed during Phase I to monitor ongoing compliance with the WQMP. Phase II of the project involves assisting in public outreach and reviewing the comment responsiveness summary. Phase III involves finalization of the WQMP based on Phase II responses to comments and assistance in obtaining required acceptances and approvals. This scope of work includes assumptions on which functions the Clark County Water Quality (CCWQ) Team can perform.

The tasks and subtasks included in the Scope of Work are described herein. The major task headings are:

- Task 1: Phase I—Draft WQMP
- Task 2: Phase II—Outreach
- Task 3: Phase III—Final WQMP and Approvals
- Task 4: Project Management and Coordination

The CONSULTANT draft deliverables will be reviewed for Quality Assurance (QA) and Quality Control (QC) prior to submittal to the CCWQ Team and stakeholders. The budget for the reviews is included in the deliverable technical tasks and described below.

## Task 1: Phase I - Draft WQMP

### Subtask 1.1 Workshop and Review Information

The objective of this task is to identify and review pertinent provided information for use in subsequent tasks.

#### Subtask 1.1.1 Submit and Maintain Information Matrix

In an effort to clarify what information is needed, an information matrix will be developed. The CONSULTANT will identify key stakeholders and provide to the designated Client Project Manager (PM) a



draft written request template for the documents and data that provides information required for the WQMP. The documents to be requested from Stakeholders will include:

- Previous WQMP/208 reports.
- Las Vegas Wash Comprehensive Adaptive Management Plan (CAMP) and Las Vegas Wash Coordination Committee documents.
- Las Vegas Valley Watershed Advisory Committee (LVVWAC) Regional Water Quality Plan documents
- Southern Nevada Water Authority Water Resource Plan updates from the 2025 Plan.
- Wastewater Facility plans and plans related to the stakeholder's collection; treatment; reuse, biosolids, and effluent disposal systems, septic systems; wastewater flow projections; National Pollutant Discharge Elimination System (NPDES) effluent and reuse discharge permits.
- Center for Business and Economic Research (CBER) population projections.
- Sewage and Wastewater Advisory Committee (SWAC Quarterly Reports with wastewater flows and water demands.
- NPDES permits (anticipated to be up to 10 permits from water purveyors' drinking water, surface water, and groundwater discharge permits)
- Hydrographic Basin delineation GIS files from the 2009 Clark County Area-Wide WQMP.
- Word documents, computations, GIS files, and documents from the 2009 Clark County Area-Wide WQMP.
- GIS files not available on the Clark County GISMO system.

Deliverable: Information matrix.

Assumptions:

- The CCWQ PM will collect and provide information to the CONSULTANT.
- The information provided, and used for the WQMP development, may include additional information acquired by CCWQ. BC will provide review up to the limit of the Subtask budget. Review of additional provided information may require budget by amendment.
- The CONSULTANT will not review the provided information for quality and accuracy, and the CONSULTANT has the right to rely on information.
- If requested information is not provided, The CONSULTANT will notify the CCWQ PM that information in the draft WQMP may need to be assumed.
- An update as part of the monthly progress report will be provided on information and data received.

#### Subtask 1.1.2 Review Data

The CONSULTANT will review the information provided in Subtask 1.1.1 and check for information and data for use in other project tasks and communicate additional information if identified.

Deliverables: None

Assumptions:

- The CONSULTANT will not review the provided information for quality and accuracy, and the CONSULTANT has the right to rely on information.
- If requested information is not provided, The CONSULTANT will notify the CCWQ PM that information in the draft WQMP may need to be assumed.

## Subtask 1.2 Technical Memoranda

### Subtask 1.2.1 Technical Memorandum—Outline and Framework of the WQMP

The CONSULTANT will prepare a Technical Memorandum (TM) to provide an overall outline and framework of the WQMP. This includes sections that address the following key elements:

- Collaboration during the Draft WQMP development
  - Development of a Project Oversight Committee (POC)
  - Nevada Division of Environmental Protection (NDEP) coordination (Bureau of Water Quality Planning and Bureau of Water Pollution Control)
- Overview of OneWater/Integrated Planning in other Areas of EPA Region 9
- Hydrographic Basin Delineation
- 20-Year Planning Period (Start Date and End Date)
- Wastewater Flow Projection and Treatment Capacity Methodology (Municipalities Major Treatment Plants)
- Financial and Capital Planning Summary
- Plan for online location of Final WQMP and Annual Reporting
- Tracking NRS 244A.571 with corresponding section in WQMP
- Final deliverable WQMP acceptance and approvals

A workshop will be held to review the Draft TM to gain buy-in on the framework to move forward. The Final TM will be submitted to NDEP and CCWQ, for their buy-in and concurrence for frameworks for the WQMP.

#### Deliverable:

- One electronic copy of the Draft TM
- One electronic copy of the Workshop Agenda and Meeting Minutes

#### Assumptions:

- The TM will remain in draft form. Updates will be incorporated into Meeting Minutes from the Workshop.
- Up to 2 CONSULTANT team members will be in attendance the 2-hour workshop, to be held at CCWQ office.
- Comments will be requested in advance of workshop, to facilitate conversation to make updates for the Final TM.
- The 2009 WQMP hydrographic basin GIS files will be provided by CCWQ.
- The overview of OneWater/Integrated planning will be up to 2 pages in length.
- Comments from NDEP will not revise the final, but may have updates for the individual WQMP Sections.

### Subtask 1.2.2 Technical Memorandum—Initial Monitoring and Tracking Plan

The CONSULTANT will prepare an initial plan for monitoring and reporting to the Clark County Commission on an annual basis following the Finalization of the WQMP. The goal is to track and maintain ongoing conformance with the WQMP. An Appendix is planned to be added to the Final WQMP where Annual Reports can be named as “Appendix [Letter].[Numeral] – Annual Report for Year [20##].

**Deliverable:**

- One electronic copy of the Draft TM.

**Assumptions:**

- The TM will remain in draft form. Updates will be incorporated into Meeting Minutes from the Workshop.
- A separate workshop will not be held, review will be during a regularly scheduled meeting.
- Comments will be requested in advance of the regularly scheduled meeting.

**Subtask 1.3 Draft versions of Individual WQMP Sections**

This task will be developing preliminary WQMP sections. The following preliminary sections will be prepared:

- Introduction
- Water Quality Management Planning in Clark County
- Wastewater Treatment Management
- Water Reclamation and Reuse Management
- Wastewater Collection System Management
- Urban Stormwater Runoff Management
- Source Water Protection Management
- Water Resource Plan
- Key Pollutants of Concern Discharge Management
- Construction Program Management
- Mining & Agriculture Runoff Management
- Responsible Parties within Clark County
- Environmental and Integrated Planning Coordination
- Program Planning and Financial Management

**Deliverables:** One electronic copy of the Draft WQMP Sections.

**Assumptions:**

- Sections will be delivered electronically to the CCWQ PM for distribution to staff and stakeholders for review.
- Deliverable dates are identified in the Schedule.
- CCWQ review time is shown in the Schedule. Up to 10 business days are shown as a maximum time for review comments to be provided to the CONSULTANT.

**Subtask 1.4 – Preliminary WQMP Preparation**

The CONSULTANT will prepare a Preliminary WQMP. This task will take the Individual sections from Task 1.3 and addressing comments received in the individual sections.

**Deliverable:** Preliminary Clark County Area-Wide WQMP (1 electronic PDF copy).

**Subtask 1.5 – Draft WQMP Preparation**

The CONSULTANT will prepare the Draft WQMP. This task will take the Preliminary WQMP as the basis, addressing comments, and develop the Draft WQMP.

**Deliverable:** Draft Clark County Area-Wide WQMP (1 electronic PDF copy).

### Subtask 1.6 – Final Draft WQMP Preparation

The CONSULTANT will prepare the Final Draft WQMP. This task will take the Draft WQMP as the basis, addressing comments, and develop the Final Draft WQMP.

Deliverable: Final Draft Clark County Area-Wide WQMP (1 PDF electronic copy).

Assumptions:

- The Final Draft WQMP is assumed to address minimal backcheck comments. A total of 85 hours has been budgeted for the preparation and distribution.
  - The Final Draft WQMP is the version that will be submitted for public review and outreach as part of Phase II.

## Task 2: Phase II—Outreach

The CONSULTANT will provide assistance to CCWQ as part of the required public and stakeholder outreach activities. Activities may include:

1. Requested meeting attendance at the following meetings:
  - Up to 8 Town Advisory Board (TAB) Meetings (Angela MacKinnon will attend selected meetings in person)
  - Stakeholder Meetings (assumed one meeting)
  - Clark County Board of Commissioners (BCC)
  - SWAC Meeting (CONSULTANT will assist CCWQ who will be leading the presentation at 1 SWAC meeting (budgeted under Subtask 4.7, assumed up to 2 CONSULTANT staff will attend virtually)
2. Review and updates for meeting presentation materials
3. Comment Summary Database Review and Comment

Deliverables:

- Review of meeting presentation materials
- Review of comments and responses of public and stakeholder comments

Assumptions:

- Requests for CONSULTANT activities will be in writing (email) from the designated Client PM.
- Schedule is assumed to be up to 6 months and up 80 hours is budgeted for meeting activities and 10 hours for comment database response review.
- Meeting or support requests will be in writing to the CONSULTANT PM.
- Unless otherwise noted above, CONSULTANT meeting activities are assumed to include attendance by Angela MacKinnon and up to one additional CONSULTANT staff in person.
- It is assumed that CCWQ will develop and maintain a comment database that includes comments from public and stakeholder comments during Phase II activities. The Comment Database will be reviewed by the CONSULTANT team for comments that are technical in nature.

## Task 3: Phase III—Final WQMP and Approvals

### Subtask 3.1 Final WQMP

The CONSULTANT will prepare a Final WQMP. This task will start from the Final Draft WQMP from Subtask 1.6 and addressing comments received in the Outreach Phase.

Deliverables: Final Clark County Area-Wide WQMP (1 PDF electronic copy).

## Assumptions:

- Deliverable dates are identified in the Schedule.
- CCWQ, NDEP and Stakeholder review time is shown in the Schedule. Up to 10 business days are shown as a maximum time for review comments to be provided to the CONSULTANT.
- The budget for Phase III assumes up to 293 hours to incorporate changes from the Final Draft WQMP, including meeting attendance. Additional services for Phase III may require additional budget by amendment.
- Schedule is assumed to be 4 months

Deliverables: One electronic copy of the Final WQMP

**Subtask 3.2 Approval/Acceptance Preparation**

This task involves providing the technical deliverables to be submitted to the Clark County Sewage and Wastewater Advisory Committee, BCC, NDEP, and the Environmental Protection Agency (EPA). The Consultant will provide assistance to respond to comments and questions.

CONSULTANT will be in attendance at the meetings where the Final WQMP is presented to the SWAC (virtual meeting) and Clark County Board of County Commissioners as scoped in Subtask 4.7.

## Deliverables:

- Final Report Presentation coordination meeting agenda and minutes.
- BCC, NDEP, and EPA presentation package and submittals.
- Response to comments received from BCC, NDEP, and EPA.
- Final WQMP with comment and response update, including 1 electronic PDF copy.
- It is assumed that comments will not be received by the EPA and that submitted comments and questions will not require revisions to the Final WQMP.
- Up to 2 Consultant staff will be in attendance at SWAC and BCC Meeting.

## Assumptions:

- It is assumed that comments will only require responses for clarification and no updates will be performed.

**Task 4 - Project Management**

This task will include project monitoring and administration, attendance at regularly scheduled progress meetings with CCWQ staff, POC and/or SWAC, NDEP, and oversight of project QA/QC activities. The scope of this task assumes up to a 22-month project schedule through Phase III.

**Subtask 4.1 - Project Administration**

The CONSULTANT will establish internal project controls to monitor project status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed weekly. This subtask also includes preparation of invoices to CCWQ as shown in the following project payment schedule, and execution and administration of the subconsultant contract.

Payment Schedule: Payment schedule will be on a generally monthly basis based on milestone deliverables over the assumed 22-month schedule up to the not-exceed budget for the Project. Extensions to the schedule by CCWQ, unforeseen delays by stakeholders, or out-of-scope services may require additional budget by amendment. The milestone payment schedule will be as follows:

Phase	Milestone Description	Payment Month	Payment*
I	Information Matrix and Initial Monitoring and Tracking Plan	November 2025	\$39,620
I	Draft of Outline Framework TM	December 2025	\$55,978
I	Data Review	January 2026	\$15,424
I	Final Outline and Framework TM Draft Sections S2 and S4	February 2026	\$96,753
I	Draft Sections S3, S5, S6 and S8	March 2026	\$215,403
I	Draft Sections S1, S7 and S9	April 2026	\$83,838
I	Draft Sections S10, S11, S12 and S13	May 2026	\$86,519
I	Draft Sections S14 and S15	June 2026	\$63,289
I	Preliminary Draft WQMP	August 2026	\$109,691
I	Draft WQMP	October 2026	\$95,669
I	Final Draft WQMP	December 2026	\$42,673
II	Public Outreach	January 2027	\$3,954
II	Public Outreach	February 2027	\$3,954
II	Public Outreach	March 2027	\$3,953
II	Public Outreach	April 2027	\$3,953
II	Public Outreach	May 2027	\$3,953
II	Public Outreach	June 2027	\$3,953
III	Working Final WQMP for Review	July 2027	\$57,055
III	Final WQMP and Approval	September 2027	\$13,606

- Task 4 – PM Budget is distributed in the Milestone Payments

#### Subtask 4.2 – Kickoff Meeting

The CONSULTANT will conduct a project kickoff meeting within 20 business days following the notice to proceed with CCWQ staff to review to discuss the concepts, methodologies, project schedule, work products, and presentations. Up to three CONSULTANT staff will attend the In-person kickoff meeting with CCWQ, and up to two CONSULTANT staff will attend virtually.

Deliverable: Kickoff meeting agenda and minutes.

#### Subtask 4.3 –Project Management Plan (PMP) and Quality Management Plan (QMP)

The CONSULTANT will prepare a PMP and QMP for distribution to all CONSULTANT and CCWQ project team members. The PMP and QMP will include the project scope, detailed schedule, and deliverables; identify team member roles, responsibilities, and lines of communication; a decision log and list the members of the project user groups and POC. Updates to the schedule and revisions to the PMP and QMP will be provided to team members during the course of the project.

Deliverable: One electronic copy of Draft and Final PMP/QMP submitted to the POC and CCWQ.

#### Assumptions:

- The draft PMP and QMP Plan will be distributed to team members within 10 business days following the kickoff meeting.

#### Subtask 4.4 – Formation of a Project Oversight Committee

CCWQ will create a POC, an independent review team, who will be responsible for the following:

- Accountable to CCWQ to be involved in the Project effort for their contribution area.
- Responsible to support CCWQ with separate reviews, as requested by CCWQ to support buy-in from SWAC that we involved the stakeholder community for inter-area and inter-Section reviews beyond what was reviewed from CCWQ.
- As part of the scheduled progress meetings, POC members will attend quarterly to provide update and activities.



- The POC is proposed to have up to 5 representatives from the following:
  - Las Vegas Valley wastewater discharger representative
  - Wastewater discharger outside of the Las Vegas Valley
  - MS4 Program representative
  - Collection systems/pretreatment representative
  - Water planning representative

Deliverable: Meeting presentation materials and meeting summary

Assumptions:

- CCWQ will coordinate with POC team members.
- BC will provide services up to the subtask budget.

#### Subtask 4.5 – Progress Meetings

The CONSULTANT will meet with CCWQ on a regular basis with quarterly joint attendance with others including NDEP, Bureau of Water Quality Planning (BWQP) and Bureau of Water Pollution Control (BWPC) staff, and POC members to review project status and discuss project issues. If practicable, individual members of the POC may be called upon for input and advice in their specific areas of expertise on project issues. If needed, informal meeting summaries (bulleted format) will be prepared to document key information items or decisions made.

Deliverable: Electronic (e-mail) monthly status report, including an updated schedule. Meeting agenda and minutes.

Assumptions:

- The progress status meetings will generally be scheduled on a monthly basis with 8 project status meetings over the duration of Phase I, 2 project status meetings for Phase II, and 1 project status meeting for Phase III. It is assumed that meetings will not be required every month.
- Progress status meetings are assumed to be 2-hour in duration and will be attended virtually.
- Up to 3 CONSULTANT staff will attend.

#### Subtask 4.6 – Preliminary Stakeholder Workshops.

The CONSULTANT will assist with identification of stakeholders and participate in up to 2 stakeholder workshops following review to the TM – Outline and Framework of WQMP.

Deliverable: Provide workshop materials on technical content, meeting agendas, and minutes.

Assumptions:

- Up to 2 CONSULTANT staff will attend virtually.

#### Subtask 4.7 Attendance to SWAC and Other Clark County Coordination Meetings

The CONSULTANT will virtually attend a total of 5 SWAC quarterly meetings over the duration of the project. The CONSULTANT will also attend a total of 2 other Clark County Coordination meetings/Workshops.

Deliverable: None

Assumptions:

- 1 CONSULTANT team member will attend the SWAC meetings
- Up to 2 CONSULTANT team members will be in attendance in person at the Clark County Coordination

meetings/Workshops.

#### Subtask 4.8 - QA/QC Oversight.

The CONSULTANT will perform QA/QC Oversight activities to obtain guidance on project methodology, review project deliverables, and perform checks on calculations.

Deliverable: None

Assumptions:

- The CONSULTANT draft deliverables will be reviewed for Quality Assurance (QA) and Quality Control (QC) prior to submittal to the CCWQ Team and stakeholders. The budget for the reviews is included in the deliverable technical tasks.

### Task 5 - Additional Services

The DISTRICT may at its sole discretion request additional services not specifically listed above but related to the general scope of services requested herein. Services may include but are not limited to:

Attendance at unanticipated meetings.

Any unforeseen requirements related to the services requested in this Agreement but not identified in one of the Phases of the Scope of Services.

Services listed in the general scope but are out of the assumed level of effort.

Any approved services provided under the task of 'Additional Services' will be invoiced at the rate specified in Exhibit B, Fee Schedule on a time and material (T&M) basis. The total amount allocated for this category includes monies for both hourly rates and travel-related expenses.

For services invoiced under the T&M task of 'Additional Services', CONSULTANT is required to submit the following back-up along with their invoice:

- WBS of the hours each of their staff members (in a specific labor category) spent performing each subtask along with a description of the subtask performed.

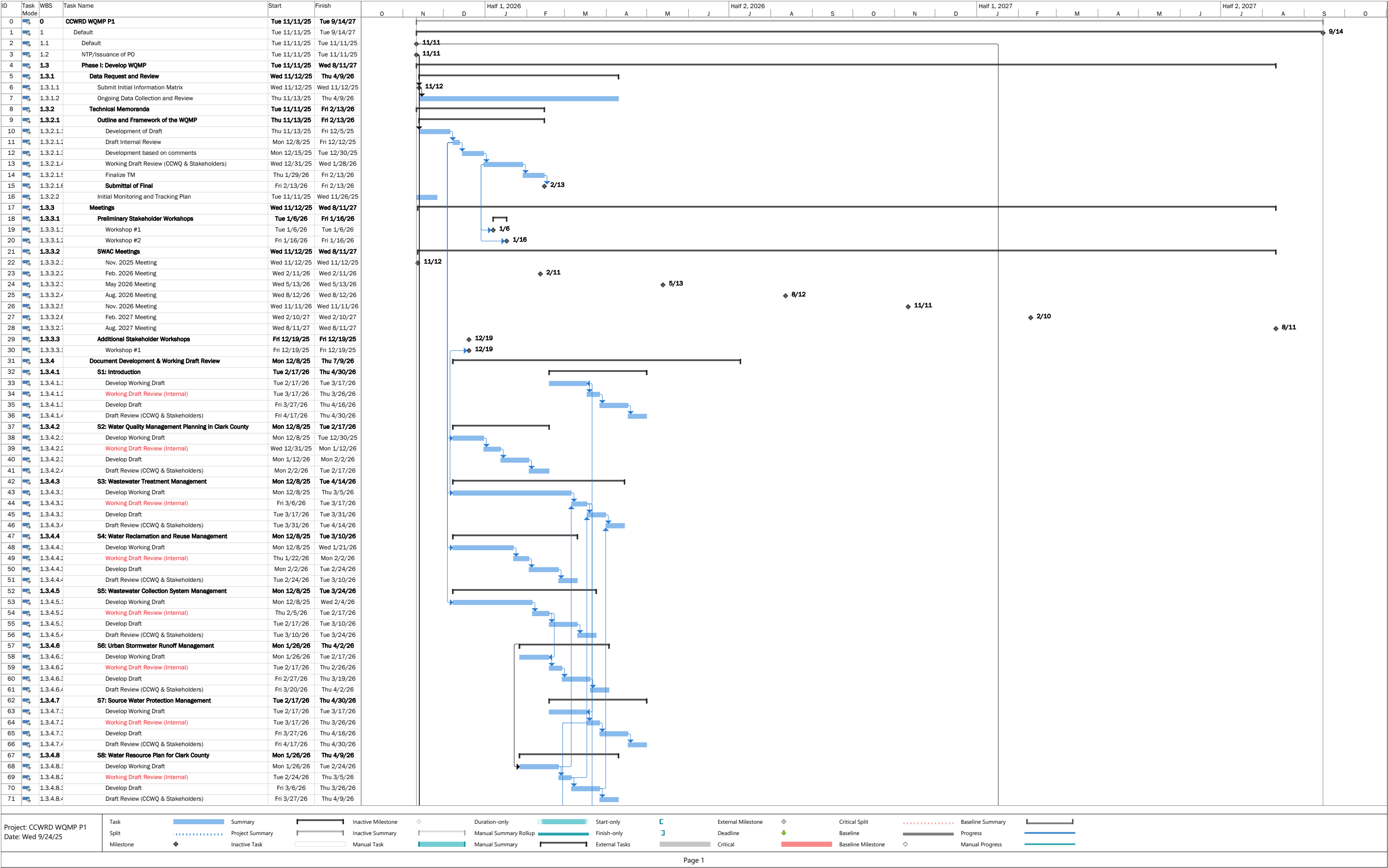
- Example: Consultant Name, Hours, Labor Category, Task

For budgeting purposes, the DISTRICT has set a maximum dollar amount for this task. If items are identified for work under this task, CONSULTANT will provide an estimate for consideration by the DISTRICT. The DISTRICT will weigh the benefits versus the estimated price to determine if they would like to use the required portion of the allocated budget for this subtask. Travel expenses (if any) for this T&M task will be invoiced separately. Travel expenses will be in accordance with the District Contractor/Consultant Mobilization Policy. Once the total budget for this task has been consumed, no additional items shall be approved.



# Project Schedule





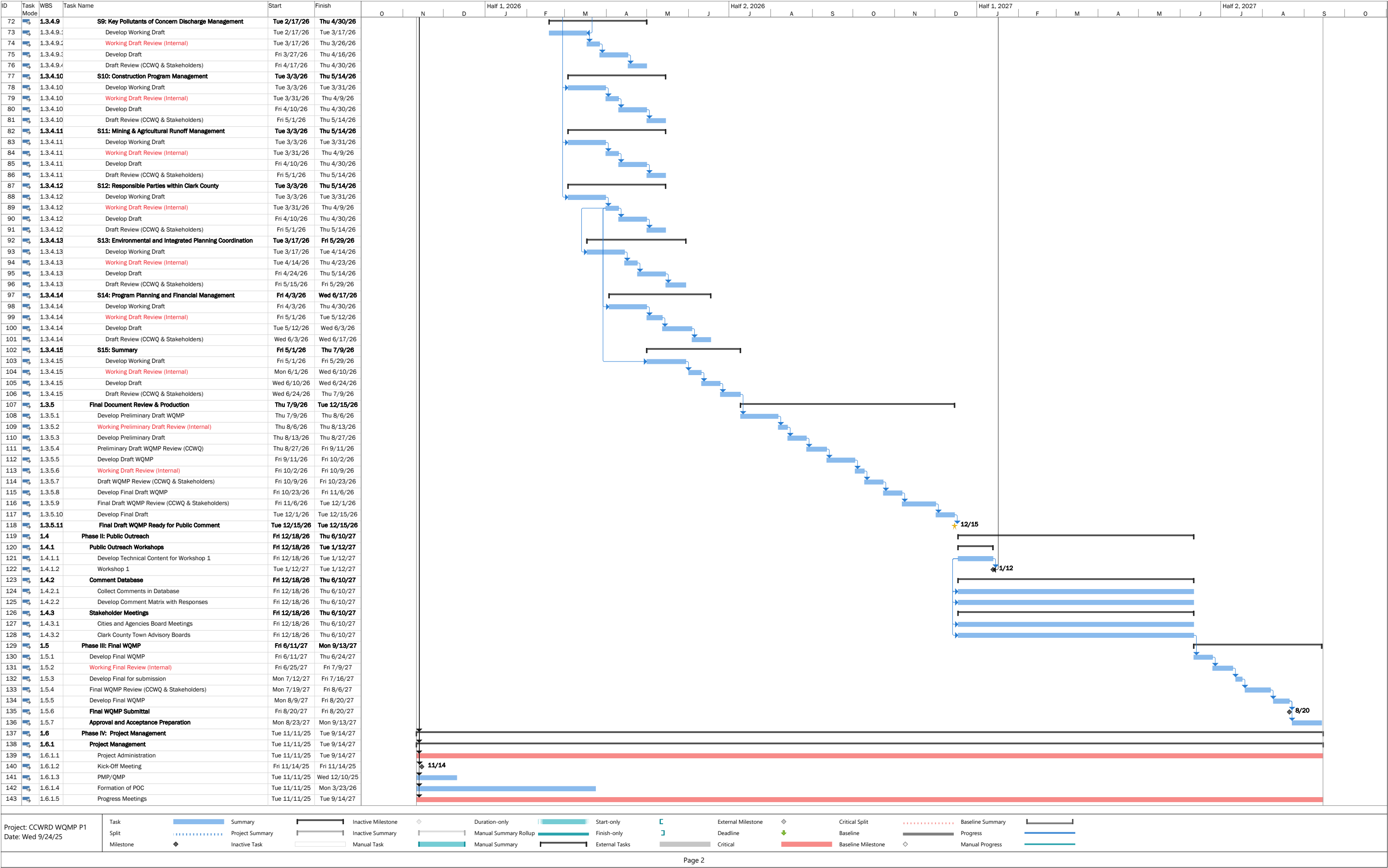


EXHIBIT B, FEE SCHEDULE

TASK 1, PHASE I - DRAFT WATER QUALITY MANAGEMENT PLAN - BROWN AND CALDWELL

CATEGORY/CLASSIFICATION	PRINCIPAL		PROJ MANAGER		SR CONSULTANT		SR STAFF		STAFF		CLERICAL		PROJECT ANALYST		TOTAL HOURS	OTHER DIRECT COSTS	TOTAL PRICE
Hourly Rate	\$260.00		\$370.00		\$230.00		\$170.00		\$150.00		\$130.00		\$140.00				\$
Subtask 1.1, Workshop and Review Information	32	\$ 8,320.00	16	\$ 5,920.00	40	\$ 9,200.00	16	\$ 2,720.00	84	\$ 12,600.00	4	\$ 520.00	0	\$ -	192		\$ 39,280.00
Subtask 1.2, Technical Memoranda	68	\$ 17,680.00	56	\$ 20,720.00	88	\$ 20,240.00	28	\$ 4,760.00	64	\$ 9,600.00	18	\$ 2,340.00	0	\$ -	322	\$ 154.00	\$ 75,494.00
Subtask 1.3, Draft Versions of Individual WQMP Sections	528	\$ 137,280.00	320	\$ 118,400.00	376	\$ 86,480.00	110	\$ 18,700.00	200	\$ 30,000.00	90	\$ 11,700.00	0	\$ -	1624	\$ 2,795.00	\$ 405,355.00
Subtask 1.4, Preliminary WQMP Preparation	104	\$ 27,040.00	46	\$ 17,020.00	75	\$ 17,250.00	22	\$ 3,740.00	39	\$ 5,850.00	18	\$ 2,340.00	0	\$ -	304	\$ 559.00	\$ 73,799.00
Subtask 1.5, Draft WQMP Preparation	87	\$ 22,620.00	38	\$ 14,060.00	63	\$ 14,490.00	18	\$ 3,060.00	33	\$ 4,950.00	15	\$ 1,950.00	0	\$ -	254	\$ 468.00	\$ 61,598.00
Subtask 1.6, Final Draft WQMP Preparation	32	\$ 8,320.00	52	\$ 19,240.00	19	\$ 4,370.00	6	\$ 1,020.00	12	\$ 1,800.00	6	\$ 780.00	0	\$ -	127	\$ 351.00	\$ 35,881.00
TOTAL - TASK 1, PHASE I	851	\$ 221,260.00	528	\$ 195,360.00	661	\$ 152,030.00	200	\$ 34,000.00	432	\$ 64,800.00	151	\$ 19,630.00	0	\$ -	2823	\$ 4,327.00	\$ 691,407.00

TASK 1, PHASE I - DRAFT WATER QUALITY MANAGEMENT PLAN - GCW

CATEGORY/CLASSIFICATION	PRINCIPAL		PROJ MANAGER		SR CONSULTANT		SR STAFF		STAFF		CLERICAL		PROJECT ANALYST		TOTAL HOURS	OTHER DIRECT COSTS	TOTAL PRICE
Hourly Rate	\$260.00		\$370.00		\$230.00		\$170.00		\$150.00		\$130.00		\$140.00				\$
Subtask 1.1, Workshop and Review Information	0	\$ -													0		\$ -
Subtask 1.2, Technical Memoranda	8	\$ 2,080.00													8		\$ 2,080.00
Subtask 1.3, Draft Versions of Individual WQMP Sections	215	\$ 55,900.00													215		\$ 55,900.00
Subtask 1.4, Preliminary WQMP Preparation	43	\$ 11,180.00													43		\$ 11,180.00
Subtask 1.5, Draft WQMP Preparation	36	\$ 9,360.00													36		\$ 9,360.00
Subtask 1.6, Final Draft WQMP Preparation	27	\$ 7,020.00													27		\$ 7,020.00
TOTAL - TASK 1, PHASE I	329	\$ 85,540.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -			329	\$ -	\$ 85,540.00

TASK 1, PHASE I TOTAL B&C + GCW																	\$ 776,947.00
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EXHIBIT B, FEE SCHEDULE

TASK 2, PHASE II - OUTREACH - BROWN AND CALDWELL

CATEGORY/CLASSIFICATION	PRINCIPAL		PROJ MANAGER		SR CONSULTANT		SR STAFF		STAFF		CLERICAL		PROJECT ANALYST		TOTAL HOURS	OTHER DIRECT COSTS	TOTAL PRICE
Hourly Rate	\$260.00		\$370.00		\$230.00		\$170.00		\$150.00		\$130.00		\$140				\$
Subtask 2.1, Outreach	40	\$ 10,400.00	19	\$ 7,030.00	23	\$ 5,290.00	0	\$ -	0	\$ -	0	\$ -			82	\$ 1,000.00	\$ 23,720.00
															0		\$ -
															0		\$ -
															0		\$ -
															0		\$ -
															0		\$ -
TOTAL - TASK 2, PHASE II	40	\$ 10,400.00	19	\$ 7,030.00	23	\$ 5,290.00	0	\$ -	0	\$ -	0	\$ -			82	\$ -	\$ 23,720.00

TASK 2, PHASE II - OUTREACH - GCW

CATEGORY/CLASSIFICATION	PRINCIPAL		PROJ MANAGER		SR CONSULTANT		SR STAFF		STAFF		CLERICAL		PROJECT ANALYST		TOTAL HOURS	OTHER DIRECT COSTS	TOTAL PRICE
Hourly Rate	\$260.00		\$370.00		\$230.00		\$170.00		\$150.00		\$130.00		\$140				\$
Outreach Support	0	\$ -													0	\$ -	\$ -
		\$ -													0		\$ -
		\$ -													0		\$ -
		\$ -													0		\$ -
		\$ -													0		\$ -
		\$ -													0		\$ -
TOTAL - TASK 2, PHASE II	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -			0	\$ -	\$ -

TASK 2, PHASE II TOTAL B&C + GCW																	\$ 23,720.00
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EXHIBIT B, FEE SCHEDULE

TASK 3, PHASE III - FINAL WQMP AND APPROVALS - BROWN AND CALDWELL

CATEGORY/CLASSIFICATION	PRINCIPAL		PROJ MANAGER		SR CONSULTANT		SR STAFF		STAFF		CLERICAL		PROJECT ANALYST		TOTAL HOURS	OTHER DIRECT COSTS	TOTAL PRICE
Hourly Rate	\$260.00		\$370.00		\$230.00		\$170.00		\$150.00		\$130.00		\$140				\$
Subtask 3.1, Final Draft WQMP	58	\$ 15,080.00	46	\$ 17,020.00	44	\$ 10,120.00	14	\$ 2,380.00	28	\$ 4,200.00	32	\$ 4,160.00	0	\$ -	222	\$ 195.00	\$ 53,155.00
Subtask 3.2, Approval/Acceptance Preparation	16	\$ 4,160.00	12	\$ 4,440.00	8	\$ 1,840.00	4	\$ 680.00	6	\$ 900.00	8	\$ 1,040.00	0	\$ -	54	\$ 26.00	\$ 13,086.00
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0		\$ -
TOTAL - TASK 3, PHASE III	74	\$ 19,240.00	58	\$ 21,460.00	52	\$ 11,960.00	18	\$ 3,060.00	34	\$ 5,100.00	40	\$ 5,200.00	0	\$ -	276	\$ 221.00	\$ 66,241.00

TASK 3, PHASE III - FINAL WQMP AND APPROVALS - GCW

CATEGORY/CLASSIFICATION	PRINCIPAL		PROJ MANAGER		SR CONSULTANT		SR STAFF		STAFF		CLERICAL		PROJECT ANALYST		TOTAL HOURS	OTHER DIRECT COSTS	TOTAL PRICE
Hourly Rate	\$260.00		\$370.00		\$230.00		\$170.00		\$150.00		\$130.00		\$140				\$
Subtask 3.1, Final Draft WQMP	15	\$ 3,900.00													15		\$ 3,900.00
Subtask 3.2, Approval/Acceptance Preparation	2	\$ 520.00													2		\$ 520.00
															0		\$ -
															0		\$ -
															0		\$ -
TOTAL - TASK 3, PHASE III	17	\$ 4,420.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -			17	\$ -	\$ 4,420.00

TASK 3, PHASE III TOTAL B&C + GCW																	\$ 70,661.00
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EXHIBIT B, FEE SCHEDULE

TASK 4 - PROJECT MANAGEMENT - BROWN AND CALDWELL

CATEGORY/CLASSIFICATION	PRINCIPAL		PROJ MANAGER		SR CONSULTANT		SR STAFF		STAFF		CLERICAL		PROJECT ANALYST		TOTAL HOURS	OTHER DIRECT COSTS	TOTAL PRICE
Hourly Rate	\$260.00		\$370.00		\$230.00		\$170.00		\$150.00		\$130.00		\$140				\$
Subtask 4.1, Project Administration	10	\$ 2,600.00	106	\$ 39,220.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	68	\$ 9,520.00	116		\$ 51,340.00
Subtask 4.2, Kickoff Meeting	4	\$ 1,040.00	10	\$ 3,700.00	18	\$ 4,140.00	0	\$ -	0	\$ -	0	\$ -			32	\$ 1,500.00	\$ 10,380.00
Subtask 4.3, Project Management Plan & Quality Management Plan	0	\$ -	4	\$ 1,480.00	14	\$ 3,220.00	0	\$ -	0	\$ -	4	\$ 520.00			22	\$ -	\$ 5,220.00
Subtask 4.4, Formation of a Project Oversight Committee	0	\$ -	4	\$ 1,480.00	8	\$ 1,840.00	0	\$ -	0	\$ -	0	\$ -			12	\$ -	\$ 3,320.00
Subtask 4.5, Progress Meetings	0	\$ -	51	\$ 18,870.00	40	\$ 9,200.00	0	\$ -	0	\$ -	0	\$ -			91		\$ 28,070.00
Subtask 4.6, Preliminary Stakeholder Workshops	12	\$ 3,120.00	8	\$ 2,960.00	24	\$ 5,520.00	0		0		0				44		\$ 11,600.00
Subtask 4.7, Attendance to SWAC and Other CC Coordination Meetings	0	\$ -	12	\$ 4,440.00	18	\$ 4,140.00	0		0		0				30	\$ 2,000.00	\$ 10,580.00
Subtask 4.8, QA/QC Oversight	0	\$ -	20	\$ 7,400.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -			20		\$ 7,400.00
TOTAL - TASK 4	26	\$ 6,760.00	215	\$ 79,550.00	122	\$ 28,060.00	0	\$ -	0	\$ -	4	\$ 520.00			367	\$ 3,500.00	\$ 127,910.00

TASK 4 - PROJECT MANAGEMENT - GCW

CATEGORY/CLASSIFICATION	PRINCIPAL		PROJ MANAGER		SR CONSULTANT		SR STAFF		STAFF		CLERICAL		PROJECT ANALYST		TOTAL HOURS	OTHER DIRECT COSTS	TOTAL PRICE
Hourly Rate	\$260.00		\$370.00		\$230.00		\$170.00		\$150.00		\$130.00		\$140				\$
Subtask 4.1, Project Administration		\$ -													0		\$ -
Subtask 4.2, Kickoff Meeting		\$ -													0		\$ -
Subtask 4.3, Project Management Plan & Quality Management Plan		\$ -													0		\$ -
Subtask 4.4, Formation of a Project Oversight Committee		\$ -													0		\$ -
Subtask 4.5, Progress Meetings		\$ -													0		\$ -
Subtask 4.6, Preliminary Stakeholder Workshops		\$ -													0		
Subtask 4.7, Attendance to SWAC and Other CC Coordination Meetings		\$ -													0		
Subtask 4.8, QA/QC Oversight		\$ -													0		\$ -
TOTAL - TASK 4	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -			0	\$ -	\$ -

TASK 4 TOTAL B&C + GCW																		\$ 127,910.00
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ALL PHASES/TASKS TOTAL B&C + GCW																		\$ 999,238.00
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TASK 5 - ADDITIONAL SERVICES

CATEGORY/CLASSIFICATION	UOM	HR RATE	TOTAL NTE AMOUNT
Principal	HR	\$260	\$100,762.00
Project Manager	HR	\$370	
Senior Consultant	HR	\$230	
Senior Staff	HR	\$170	
Staff	HR	\$150	
Clerical	HR	\$130	
Project Analyst	HR	\$140	



## EXHIBIT C – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

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

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

# EXHIBIT C - DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

## RFP EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM SOLICITATION NO.: RFP-250013

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply) N/A</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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: 18						
Corporate/Business Entity Name:		Brown and Caldwell				
(Include d.b.a., if applicable)		N/A				
Street Address:		201 North Civic Drive, Suite 300		Website: www.browncaldwell.com		
City, State and Zip Code:		Walnut Creek, CA 94596		POC Name: Angela MacKinnon Email: amackinnon@brwnncald.com		
Telephone No:		925.937.9010		Fax No: N/A		
Nevada Local Street Address: (If different from above)		8337 West Sunset Road Suite 310		Website: www.browncaldwell.com		
City, State and Zip Code:		Las Vegas, NV 89113		Local Fax No: N/A		
Local Telephone No:		702.938.4080		Local POC Name: Jon Osborne Email: josborne@brwnncald.com		

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)
Brown and Caldwell (BC) is a 100% employee-owned California corporation. All shares of BC stock are owned by the BC Employee Stock Ownership Plan (ESOP) or by individual employee shareholders. Aside from the ESOP, no individual shareholder currently holds greater than 5% of the BC stock.		

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

- 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.)
- 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

Angela MacKinnon  
Print Name

Vice President  
Title

July 10, 2025  
Date

**EXHIBIT C - DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM****RFP EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM  
SOLICITATION NO.: RFP-250013**

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* 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)

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**For County Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

## **EXHIBIT D – INSURANCE REQUIREMENTS**

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

### **1.0 FORMAT / TIME:**

1.1 CONSULTANT shall provide DISTRICT with Certificates of Insurance, per the sample format (EXHIBIT D, page 39), for coverages as listed below, and endorsements affecting coverage required by this AGREEMENT within ten (10) 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 AGREEMENT and any renewal periods.

### **2.0 BEST KEY RATING:**

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

### **3.0 DISTRICT COVERAGE:**

3.1 DISTRICT, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverage's. CONSULTANT's insurance where additional insured coverage is required for the District shall be primary as respects DISTRICT, its officers and employees.

### **4.0 ENDORSEMENT / CANCELLATION:**

4.1 CONSULTANT's commercial general liability, automobile liability insurance policy shall be endorsed to recognize specifically CONSULTANT's AGREEMENT obligation of additional insured to DISTRICT. All policies must note that DISTRICT will be given thirty (30) calendar days advance notice of cancellation, or ten (10) days in the event of cancellation for non-payment of premium.

### **5.0 DEDUCTIBLES:**

5.1 All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance. CONSULTANT shall be responsible for all deductibles and self-insured retentions.

### **6.0 AGGREGATE LIMITS:**

6.1 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**.

### **7.0 COMMERCIAL GENERAL LIABILITY:**

7.1 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.

### **8.0 AUTOMOBILE LIABILITY:**

8.1 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 AGREEMENT.

## **EXHIBIT D – INSURANCE REQUIREMENTS**

### **9.0 PROFESSIONAL LIABILITY:**

- 9.1 CONSULTANT shall maintain limits of no less than **\$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of AGREEMENT. Any retroactive date must coincide with or predate the AGREEMENT and may not be advanced without the consent of DISTRICT.

### **10.0 WORKERS' COMPENSATION:**

- 10.1 CONSULTANT shall obtain and maintain for the duration of AGREEMENT, 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 D-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.

### **11.0 FAILURE TO MAINTAIN COVERAGE:**

- 11.1 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 AGREEMENT, 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 AGREEMENT.

### **12.0 ADDITIONAL INSURANCE:**

CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.

### **13.0 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 the negligence of CONSULTANT, their subcontractors or anyone employed, directed, or supervised by CONSULTANT.

### **14.0 COST:**

- 14.1 CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the Proposal price(s).

### **15.0 INSURANCE SUBMITTAL ADDRESS:**

- 15.1 All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District Procurement Solutions Section.

### **16.0 INSURANCE FORM INSTRUCTIONS:**

- 16.1 The following information must be filled in by CONSULTANT Insurance Company representative:

16.1.1 Insurance Broker's name, complete address, contact name, phone and fax numbers.

16.1.2 CONSULTANT's name, complete address, phone and fax numbers.

16.1.3 Insurance Company's Best Key Rating

#### **16.1.4 Commercial General Liability (Per Occurrence)**

16.1.4.1 Policy Number

## EXHIBIT D – INSURANCE REQUIREMENTS

16.1.4.2 Policy Effective Date

16.1.4.3 Policy Expiration Date

16.1.4.4 General Aggregate (\$2,000,000)

16.1.4.5 Products - Completed Operations Aggregate (\$2,000,000)

16.1.4.6 Personal & Advertising Injury (\$1,000,000)

16.1.4.7 Each Occurrence (\$1,000,000)

16.1.4.8 Fire Damage (\$50,000)

16.1.4.9 Medical Expenses (\$5,000)

### **16.1.5 Automobile Liability (Any Auto)**

16.1.5.1 Policy Number

16.1.5.2 Policy Effective Date

16.1.5.3 Policy Expiration Date

16.1.5.4 Combined Single Limit (\$1,000,000)

### **16.1.6 Worker's Compensation**

16.1.6.1 Policy Number

16.1.6.2 Policy Effective Date

16.1.6.3 Policy Expiration Date

16.1.6.4 General Aggregate Limit

16.1.6.5 Each Occurrence Limit

### **16.1.7 Professional Liability**

16.1.7.1 Policy Number

16.1.7.2 Policy Effective Date

16.1.7.3 Policy Expiration Date

16.1.7.4 Aggregate (\$1,000,000)


16.1.8 Description: RFP No. 250013 for Clark County Area-Wide Water Quality Management Plan (must be identified on the initial insurance form and each renewal form).

16.1.9 Certificate Holder

16.1.9.1 Clark County Water Reclamation District  
c/o Procurement Solutions Section  
5857 East Flamingo Road  
Las Vegas, Nevada 89122

16.1.10 Appointed Agent Signature to include license number and issuing state.

# EXHIBIT D – INSURANCE REQUIREMENTS

	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YYYY)
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1. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> 1. INSURANCE BROKER'S NAME ADDRESS	3. CONTACT NAME: 4. PHONE (A/C No. Ext): BROKER'S PHONE NUMBER FAX (A/C No.) BROKER'S FAX NUMBER E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #
<b>INSURED</b> 2. CONSULTANT'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A: 3. CARRIER'S INSURER B: BEST KEY INSURER C: RATING INSURER D: INSURER E: INSURER F:

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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5. 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.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(E) 5,000	
							PERSONAL & ADV INJURY	\$(F) 1,000,000	
							GENERAL AGGREGATE	\$(G) 2,000,000	
							PRODUCTS – COMP/OP AGG	\$(H) 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						DEDUCTIBLE MAXIMUM	\$ 25,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
5.	AUTOMOBILE LIABILITY	X		(I)	(J)	(K)	COMBINED SINGLE LIMIT (Ea accident)	\$(L) 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS							\$	
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS	OTHER \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$	
							E.L. DISEASE – E.A. EMPLOYEE	\$	
							E.L. DISEASE – POLICY LIMIT	\$	
7.	PROFESSIONAL LIABILITY	X		(N)	(O)	(P)	AGGREGATE	\$ 1,000,000	

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

8. RFP No. 250013 for Clark County Area-Wide Water Quality Management Plan

<b>9. CERTIFICATE HOLDER</b> CLARK COUNTY WATER RECLAMATION DISTRICT C/O PROCUREMENT SOLUTIONS SERVICE CENTER 5857 E. FLAMINGO RD LAS VEGAS, NV 89122	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>10. AUTHORIZED REPRESENTATIVE</b>
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## EXHIBIT D – INSURANCE REQUIREMENTS

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

NUMBER AND NAME: \_\_\_\_\_

**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 PROCUREMENT SOLUTIONS SECTION  
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 D-1 – AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR)

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_ being  
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

- 1.0 I am a Sole Proprietor;
- 2.0 I will not use the services of any employees in the performance of AGREEMENT, identified as RFP No. 250013, entitled Clark County Area-Wide Water Quality Management Plan;
- 3.0 I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4.0 I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature

State of Nevada        )  
                                  )ss.  
County of Clark        )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Notary Signature

STAMP AND SEAL

## **EXHIBIT E – CONTRACTOR/CONSULTANT MOBILIZATION POLICY**

### **1.0 PURPOSE:**

This document provides detailed rules and procedures for all contractor/consultants incurring business mobilization expenses related to services provided to the DISTRICT pursuant to a contract with the DISTRICT.

### **2.0 BUSINESS TRAVEL:**

- 2.1 Arrangements for business travel shall be made at the lowest, reasonable, and customary fare/rates available. Travel arrangements shall be booked 14 days in advance of departure, or sooner with prior written approval by the DISTRICT. DISTRICT shall not be responsible for any charges for upgrading or modifying business travel out of convenience or preference (i.e. upgrading to business/first class, changing your departure/arrival time), and such costs are the sole responsibility of the traveler.
- 2.2 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 alternative travel arrangements to ensure the lowest cost to the DISTRICT.
- 2.3 Travelers shall be held responsible for cancellation costs incurred if a trip is not taken as a result of their own actions.
- 2.4 Airport parking fees incurred during business travel for the DISTRICT will be reimbursed at Long Term/Economy parking rates.

### **3.0 RENTAL CARS:**

- 3.1 Travelers may be allowed to rent a car at their destination when:
  - 3.1.1 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.
  - 3.1.2 They are transporting heavy equipment, or large, bulky, or sensitive materials.
- 3.2 Car rental is limited to an economy/standard car. The DISTRICT will not pay for navigation systems, cellular telephones, upgrade in class, or other options provided by the rental company. DISTRICT will not reimburse traveler for insurance coverage provided by the rental car company. Refueling charges from the rental car company are not reimbursable, and only the cost of the lowest grade fuel (87 octane) will be reimbursed.
- 3.3 Only the traveler who signs the rental car agreement will be allowed to drive the rental car. The DISTRICT will not be responsible for the cost to add additional drivers to the rental car agreement.

### **4.0 MILEAGE:**

- 4.1 Travelers will be reimbursed for mileage for using personal vehicles on approved business travel on a fixed mileage rate. If a private vehicle is used for personal convenience, the allowance for travel is one-half the standard mileage rate. Additionally, the maximum mileage reimbursement allowed for personal car usage will not exceed the cost of commercial airfare.
- 4.2 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 approved business travel.
- 4.3 Compensation is not allowed for transportation to/from the home and principal place of business.

### **5.0 LODGING, MEALS AND INCIDENTALS:**

- 5.1 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.

## EXHIBIT E – CONTRACTOR/CONSULTANT MOBILIZATION POLICY

- 5.2 Lodging, meal and incidental expenses for business-related travel on Monday through Friday will be reimbursed at the standard per diem rate established for federal government employees. Exceptions must be pre-approved in writing by authorized DISTRICT personnel.
- 5.3 Per federal guidelines, on the day of departure and the last day of travel, meal and incidental expenses will be reimbursed at 75% of the standard per diem rate for meals and incidental expenses.
- 5.4 The current Lodging, Meal and Incidental reimbursement rates for DISTRICT can be obtained via the Internet at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

### 6.0 MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL:

Travelers shall not be reimbursed for meal and incidental expenses incurred for local and single-day travel. Meal and incidental expenses will only be reimbursed when the travel is outside the local area and for a duration longer than one of the traveler's ordinary work days.

### 7.0 MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS:

- 7.1 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.
- 7.2 Travel expenses incurred by a spouse or other individual accompanying the traveler on business will not be reimbursed.
- 7.3 Expenses for travel insurance coverage will not be reimbursed.

### 8.0 REIMBURSEMENT

- 8.1 All original receipts must be submitted for items not included in Per Diem, including all transportation (airfare/bus/rail, etc.), rental car, rental car fuel, and airport parking fees.

## EXHIBIT F – SUBCONTRACTOR INFORMATION

It is CONSULTANT intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET, ESB and NBE subcontractors in association with AGREEMENT:

1. Subcontractor Name: GCW Engineering  
Contact Person: Troy Hunt Telephone Number: (702) 596-5460  
Description of Work: Technical advisement, quality control & assurance, technical/GIS data & knowledge sharing  
Estimated Percentage of Total Dollars: 10%  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB ☒ NBE

2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB

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

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

5. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB

6. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB

7. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB

☒ No MBE, WBE, PBE, SBE, VET, DVET, ESB and NBE subcontractors will be used.

## EXHIBIT G – SAFETY AND SECURITY REQUIREMENTS

### **Safety Requirements**

The CONSULTANT and its sub-consultants and/or sub-contractors are responsible for the safety and proper training of their employees, representatives, and agents, and shall comply with the requirements of OSHA 1910, General Industry Standards, and OSHA 1926, Construction Industry Standards (when applicable).

The CONSULTANT and its sub-consultants and/or sub-contractors shall provide their employees, representatives, and agents with safety equipment, and shall only allow staff that is properly trained in the relevant safety procedures and equipped with safety equipment to perform work for DISTRICT. The DISTRICT may provide an inspector on a worksite on which CONSULTANT provides/performs goods/services; however, the DISTRICT shall not (and shall not be expected to) perform safety inspections or safety training of any kind. The CONSULTANT shall be required to provide a qualified safety representative for the worksite. Any and all hazardous-type materials brought on DISTRICT property will require pre-approval by the DISTRICT Project Manager.

In accordance with 29 CFR 1910.146, Confined Spaces, any of CONSULTANT's employees, representatives, and agents that enter any district-owned facility (e.g. lift station, manhole, and basin), must be properly trained and follow the mandates outlined in OSHA 1910 and/or OSHA 1926 as to confined spaces. CONSULTANT must provide training and all required equipment (non-stationary) for their employees, representatives, and agents as required by OSHA 1910 and/or OSHA 1926.

CONSULTANT and its sub-consultants and/or sub-contractors shall follow all procedures set forth in 29 CFR 1910.147, The Control of Hazardous Energy (Lockout Tag-Out), when applicable, including but not limited to any equipment used by the CONSULTANT that is powered or energized by any means and/or that could start automatically. All field staff for DISTRICT and CONSULTANT participating in the project shall be instructed on the pertinent 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 <http://call811.com/map-page/nevada>, Clark County Traffic Operations **702-455-7544** and Las Vegas Computerized Traffic Systems **702-229-6611**.

CONSULTANT must utilize trained and qualified employees to perform the jobs/tasks as required by the pertinent standards within OSHA 1910 and 1926, as well as any other safety standards mandated by applicable law. CONSULTANT shall be solely responsible for ensuring compliance with this requirement.

**Any safety questions shall be made to:**

**DISTRICT Safety Officer**

**702-668-8030**

## EXHIBIT G – SAFETY AND SECURITY REQUIREMENTS

### Security Requirements, Restrictions, and Procedures

The DISTRICT facilities are secure sites. As such, while performing work on DISTRICT facilities, the CONSULTANT shall strictly adhere to these security requirements, restrictions, and procedures:

1. Only properly authorized and identified personnel will be allowed on DISTRICT facilities, and all authorized personnel shall prominently wear identification badges at all times when on the facility. These badges shall be issued by the DISTRICT and contain the individual's name, company affiliation, contract number for which work is being performed at the facility, and expiration date of authorization. CONSULTANT shall immediately collect and return to DISTRICT each badge for persons no longer needing access to the facility or no longer authorized to access the facility. CONSULTANT shall not allow any individuals onto DISTRICT facilities who have not been so authorized by the DISTRICT.
  2. Authorization for access to a facility may be limited to certain areas of a facility and conditioned on and/or subject to an escort by a designated DISTRICT representative.
  3. The CONSULTANT is responsible for maintaining security as to each DISTRICT facility while present thereon and/or therein.
  4. CONSULTANT shall not leave any DISTRICT facility unlocked/unsecured. DISTRICT facilities shall remain locked at all times unless authorized personnel of CONSULTANT, or its subcontractor and/or sub-consultant, are located on or inside the facility.
  5. CONSULTANT shall inform DISTRICT of every instance of ingress and egress of a DISTRICT facility. Specifically, for each instance in which CONSULTANT accesses or vacates a DISTRICT facility (including but not limited to, multiple visits to the facility in the same shift, leaving/returning from lunch breaks, ending a work shift, etc.), and prior to locking/unlocking or leaving/entering a DISTRICT facility, the CONSULTANT shall inform the designated DISTRICT representative that CONSULTANT or its sub-consultant(s) and/or sub-contractor(s) are entering/unlocking or leaving/locking the facility.
  6. All vehicles and personnel entering or exiting the facility will be required to check in with the on-site security officers, if any. All vehicles and personnel entering the facility are subject to inspection. Failure to comply with an inspection request by security personnel will result in immediate removal of the vehicle or person from the facility and the banning of the vehicle or person from future access to the facility.
  7. Unless otherwise approved by the DISTRICT, the CONSULTANT or its sub-consultant and/or subcontractor shall leave each facility in the same condition as it was in prior to accessing the facility. The CONSULTANT or its sub-consultant and/or subcontractor is not permitted to alter or affect the operation or functionality of the facility during the course of work performed thereon. CONSULTANT shall be liable for any and all damage to any part of a DISTRICT facility resulting in any way from an act or omission of the CONSULTANT or its subcontractor and/or sub-consultant.
  8. CONSULTANT and its subcontractor and/or sub-consultant shall adhere to traffic, speed limit, and parking requirements applicable to the facility.
- Weapons of all kinds are prohibited from all DISTRICT facilities (including but not limited to concealed weapons in parked cars).
  - DISTRICT may impose limitations on CONSULTANT's access to a facility at any time when reasonably necessary, including but not limited to, elevated security situations or maintenance activities. CONSULTANT and its subcontractors and/or sub-consultants may be removed and/or precluded from any facility in the event DISTRICT

## **EXHIBIT G – SAFETY AND SECURITY REQUIREMENTS**

becomes aware of any act or threat of violence, misconduct, or violation of these requirements, restrictions, and procedures by CONSULTANT and its subcontractors and/or sub-consultants.

**Any security questions shall be made to:  
DISTRICT Safety/Security Administrator  
702- 668-8030**

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