

CMAR CONTRACT FOR PRECONSTRUCTION SERVICES

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

[LAS VEGAS PAVING CORPORATION]

THIS AGREEMENT is made and entered into this ____ day of May, 2021, by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and LAS VEGAS PAVING CORPORATION, (hereinafter referred to as "CMAR"), for the , CCWRD PROJECT NO. **[19100]** – **[WHITNEY LIFT STATION REHABILITATION]**, (hereinafter referred to as "PROJECT").

WITNESSETH:

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

NOW, THEREFORE, OWNER and CMAR agree as follows:

**SECTION I
RESPONSIBILITY OF CMAR**

- A. The CMAR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CMAR, its subcontractors, and other sources, officers, employees and agents, under this AGREEMENT. In performing the specified services, CMAR shall follow practices consistent with generally accepted professional and technical standards.
- B. CMAR shall be responsible for assuring that all of its work and work product is technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations. CMAR shall not infringe on any patent rights. The CMAR shall without additional compensation, correct or revise any error or deficiencies in its services and data or information obtained from other sources. The CMAR shall pay all damages, costs and expenses caused by, resulting from, or arising out of CMAR'S negligent performance in its services. OWNER'S payment for, or permission or approval of, any products or services furnished by CMAR, including data or information obtained from other sources, shall not in any way relieve the CMAR of responsibility for the professional and technical accuracy of its work. OWNER review, approval, acceptance, or payment for any of CMAR'S services herein shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance

of this AGREEMENT, and CMAR shall be liable in accordance with the terms of this AGREEMENT and applicable law for all damages to OWNER caused by CMAR'S negligent acts, errors or omissions in performance of this AGREEMENT.

- C. CMAR shall assign Joe Bustos, Project Manager to manage the [WHITNEY LIFT STATION REHABILITATION], CCWRD PROJECT NO [19100]. All services specified by this AGREEMENT shall be performed by the CMAR'S Project Manager and key employees proposed by the CMAR under the personal supervision of the Project Manager. All key employees identified by the CMAR shall be subject to approval by OWNER'S representative. The Project Manager and the key members of the project team used on the project are to be locally based in Clark County, Nevada and reside in the Clark County area for the duration of the PROJECT. Any exception to this requirement shall be subject to approval by OWNER'S representative. Should the Project Manager, or any key employee of CMAR be unable to complete his or her responsibility for any reason, the CMAR will replace him or her with a qualified person whom the OWNER'S representative reasonably finds satisfactory. If CMAR fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default.
- D. CMAR shall furnish OWNER'S representative copies of all correspondence to regulatory agencies for OWNER'S review and approval prior to mailing such correspondence.
- E. CMAR shall be responsible for obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the OWNER determines that such material is necessary for the completion of the services specified by this AGREEMENT. CMAR will be responsible for accuracy of information or data supplied by other sources to the extent such information or data would be relied upon by a reasonably prudent professional engineer.
- F. The CMAR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this AGREEMENT and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law, equity, or under other sections of this AGREEMENT.
- H. CMAR shall comply with the OWNER'S Safety and Security Requirements provided herein as **Exhibit G**.

SECTION II

OWNER'S RESPONSIBILITY

- A. The OWNER agrees that its officers and employees will cooperate with CMAR in the performance of services under this AGREEMENT and will be available for consultation with CMAR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CMAR under this AGREEMENT shall be subject to review and approval by OWNER'S representative, Thomas A. Minwegen, General Manager, Clark County Water Reclamation District. OWNER'S representative may delegate any or all of his responsibilities under this AGREEMENT to appropriate staff members and shall so inform CMAR by written notice before the effective date of each such delegation.
- C. The services to be performed by CMAR under this AGREEMENT shall be subject to periodic review by OWNER'S representative. The OWNER'S representative's review comments shall be reported in writing to CMAR. To prevent an unreasonable delay in CMAR'S work, the OWNER'S representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the CMAR within twenty-one (21) calendar days of receipt of such documents. It is understood that OWNER'S representative's review comments do not relieve CMAR from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- D. OWNER shall, (without charge), furnish to, or make available for examination or use by, CMAR (as it may request), any data that OWNER has available, including but not limited to:
 - 1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
 - 2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.

CMAR shall return original data provided by OWNER.

SECTION III SCOPE OF SERVICES

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

SECTION IV

CHANGES TO SCOPE OF SERVICES

- A. The OWNER may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the CMAR'S cost or time required for performance of any services under this AGREEMENT, a corresponding equitable adjustment shall be made, and to this AGREEMENT in writing. Any claim of the CMAR for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the CMAR of notification of change unless the OWNER grants a further period of time before the date of final payment under this AGREEMENT.
- B. No services for which an additional compensation will be charged by the CMAR shall be furnished without the written authorization of the OWNER.

SECTION V ADDITIONAL SERVICES OF CMAR

- A. Additional Services will be provided only if authorized in writing by OWNER.
- B. The CMAR shall notify OWNER in advance of any additional costs that may be incurred prior to attending any meeting or public hearing that is necessary to clarify the interpretation of the work performed by CMAR under this AGREEMENT.

SECTION VI COMPENSATION AND TERMS OF PAYMENT

- A. General Progress Payments:
The CMAR will be entitled to progress payments for services performed under Section III, Scope of Services in accordance with the completion of tasks indicated in Exhibit B, Work Breakdown Structure.
- B. Compensation and Method of Payment for CMAR Pre-construction Services:
 - 1. The OWNER shall pay the CMAR for services in Section III, Scope of Services, **Exhibit A**, Task 1 through 9 a fee not to exceed \$75,000.

Task 1 – Project Management (Lump Sum)
Task 2 – Planning Study (Not Used)
Task 3 – Pre-design / Basis of Design Report (Paid in Task 1)
Task 4 – Detailed Design (Paid in Task 1)
Task 5 – Bid Period Services (Not Used)
Task 6 – Engineering Services during Construction (Not Used)
Task 7 – Construction Field Administration (Not Used)
Task 8 – Project Commissioning (Not Used)

Task 9 – Contingency (Not Used)
Task 10 – Additional Services (T&M)

2. Payment of the Task Amount shall follow the Board of Trustees approval and be in accordance with the CMAR'S estimate of the percentage of project completion as approved by the OWNER'S representative. The OWNER's obligation to pay CMAR cannot exceed the not to exceed Task Amount. It is expressly understood that the entire work described in **Exhibit A** must be completed by CMAR and it shall be the CMAR's responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said Task Amount. Payment shall be due within thirty (30) days after the date of receipt and approval by OWNER'S representative of CMAR's invoices describing the work performed to reach the recognized milestone.
3. The OWNER agrees to pay CMAR for any services described in Section V, only if the services are requested in writing by the OWNER'S representative. Payment will be in accordance with **Exhibit C**, Hourly Rate Schedule for Additional Services. An amount up to, but not exceeding \$160,000 may be authorized for services performed under Section V. Payment in accordance with this Paragraph 3 shall be in addition to the Task Amount. The total contract amount, including the Task Amount, is not to exceed \$235,000.
4. Simple interest at the rate ten percent per annum will be added to the unpaid balance, not including amounts withheld of each invoice pursuant to Section VI:B:9, 10, or 13. The interest period shall commence sixty (60) days after date of receipt by OWNER of an acceptable original invoice as determined by OWNER'S representative and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.
5. CMAR'S invoices are to be sent to the location as identified in the purchase order(s) within thirty (30) calendar days of completion of work. Invoices not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by OWNER'S authorized representative. In accordance with NRS 244.250, OWNER shall not provide payment on any invoice CMAR submits after six (6) months from the date CMAR performs services or provides deliverables or milestones. All invoices must include the following information:
 - A. Company Name
 - B. Complete Address (including street, city, state, and zip code)

- C. Company Telephone Number
- D. Contact person
- E. Itemized description of services rendered (including dates)
- F. OWNER'S Purchase Order Number
- G. Company's Tax Identification Number
- H. Project and RFP/RFQ Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Company Invoice Number

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

6. Request for payment shall be submitted electronically on CMAR's company letterhead. Billings shall be submitted no later than the first day of the month, unless the first falls on a weekend or OWNER observed Holiday, then the billing shall be due on the previous business day.
7. Travel costs are not eligible for reimbursement by the OWNER and must not be included in the AGREEMENT except for travel costs associated with the performance of Additional Services as provided in Section V. The OWNER realizes that on certain complex projects, technical expertise may have to be procured from outside Clark County. In such cases, OWNER'S prior approval will be required for any corresponding travel. The CMAR shall submit a request to the OWNER'S Project Manager, consisting of a brief summary of the tasks involved and the "justification of need" for such travel. In the event that the OWNER agrees to pay for any of the CMAR'S travel expenses directly related to this work, CMAR shall only receive reimbursement in the amounts that are consistent with the applicable travel guidelines established by the OWNER in the attached CMAR Travel Policy (**Exhibit F**). OWNER reserves the right to reject any and all expenses it considers not directly related to the work required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.
8. The OWNER shall pay the CMAR not more than ninety-five (95) percent of the amount of any progress payments due under the Contract until the CMAR completes fifty (50) percent of the work required by the AGREEMENT. Thereafter, the OWNER may pay any of the remaining progress payments without withholding retainage if satisfactory

progress is being made in the work. CMAR shall request stoppage of the retainage via the letters module in Unifier for OWNER approval.

The OWNER shall pay the CMAR any outstanding amount due including retainage if the OWNER occupies or begins use of the Project or portion of the Project, a notice of completion for the Project or a portion of the Project is recorded, or the OWNER partially occupies one or more buildings of the Project.

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

Note: To ensure payments are made for work performed and the PROJECT is properly funded, the OWNER requires CMAR to submit progress billings monthly.

9. OWNER'S representative shall subtract from any payment made to CMAR all damages, costs and expenses caused by, resulting from or arising out of negligent errors or deficiencies in CMAR'S designs, drawings, specifications, reports and other services which have not previously been paid by CMAR.
10. In the event that CMAR contemplates the use of subcontractors to perform some of the services required herein it is understood and agreed that the above-mentioned compensation includes a handling charge not to exceed five (5%) percent to reflect increased expenses to CMAR occasioned by utilization of such subcontracts. If such subcontractors are not utilized, or utilized to a lesser extent than originally projected, such compensation should be reduced accordingly. OWNER may require verification of all amounts paid subcontractors by CMAR.
11. Upon satisfactory completion by CMAR of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by OWNER, which acceptance will not be unreasonably withheld, CMAR will, within sixty (60) days of OWNER'S receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.
12. OWNER may withhold any payment or portion thereof which is disputed until such time as the dispute is resolved without paying any interest associated with the payments withheld.

SECTION VII

AUDIT: ACCESS TO RECORDS

- A. The CMAR shall maintain books, records, documents, and any other materials directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The CMAR shall also maintain the financial information and data used by the CMAR in the preparation or support of the cost submission and a copy of the cost summary submitted to the OWNER. The OWNER, and the State of Nevada Department of Conservation, and Natural Resources, Division of Environmental Protection or any of their duly authorized representatives, shall have access to such books, records, documents and other materials for the purpose of inspection, audit, and copying. The CMAR will provide proper facilities for such access and inspection. CMAR will not be entitled to additional compensation due to an audit.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- C. The CMAR agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs A and B above, to any of the agencies referred to in paragraph A above, provided that the CMAR is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and further provided that the final audit report will include written comments of reasonable length, if any, of the CMAR.
- D. Records under paragraphs A and B above shall be maintained and made available during performance under this AGREEMENT and until three years from date of final payment for the Project. In addition, those records that relate to any arbitration appeal, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution, litigation, claim or exception.

SECTION VIII

SUBCONTRACTS

- A. Services specified by this AGREEMENT shall not be subcontracted by the CMAR, except as identified in the CMAR'S cost proposal, without prior written approval of OWNER.
- B. Prior to considering CMAR'S request to subcontract, or change subcontractors, the CMAR shall provide a one or two-page written report to OWNER stating what talents, skills and experience the

subcontractor brings to the PROJECT to include past performance of subcontractor in management ability, cost control, timely performance, and thoroughness of work on projects similar to the PROJECT.

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

SECTION IX TIME SCHEDULE

CMAR shall provide OWNER'S representative the final schedule for performance of services not later than **ten (10) calendar days** after CMAR receives written notice to proceed from OWNER'S representative. The schedule shall set forth not more than **513 calendar days from Notice to Proceed for Tasks 1 through 9** as a period of time which may reasonably be required to complete the services identified in **Exhibit A**, the schedule shall set forth **(513)** calendar days from the Notice to Proceed as a period of time which may reasonably be required to complete all of the services identified in Exhibit A. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the CMAR will provide a **twenty-one (21) calendar day** allowance for each OWNER review period. If the CMAR'S performance of services is delayed or the CMAR'S sequence of tasks is changed, CMAR shall notify the OWNER'S representative in writing of the reasons for the delay. The CMAR shall then prepare a revised schedule for performance of services and submit the revised schedule to the OWNER'S representative. The CMAR shall perform and complete the work according to the schedule furnished to OWNER'S representative. If the CMAR is delayed by conditions within his control, as determined by OWNER after consultation with the CMAR, OWNER shall have the right to increase the percentage withheld from monthly payments under Section VI.B of this AGREEMENT until such time as the CMAR has complied with the schedule requirements or presented an acceptable plan for such compliance. Such withholdings by OWNER will not require payment of interest under the provisions of Section VI.B.

SECTION X MISCELLANEOUS PROVISIONS

A. Suspension

OWNER may suspend performance by CMAR under this AGREEMENT for such period of time as OWNER, in its sole discretion, may prescribe by providing written notice to CMAR at least ten working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CMAR the amount, earned until the effective date of suspension (less all previous payments⁰, based on percentage of PROJECT completion. CMAR shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event the OWNER suspends performance by CMAR for any cause other than the error or omission of the CMAR, for an aggregate period in excess of thirty days, CMAR shall be entitled to an equitable adjustment of the compensation payable to CMAR under this AGREEMENT to reimburse CMAR for additional costs incurred by CMAR as a result of such suspension of performance by OWNER.

B. Termination

1. This AGREEMENT may be terminated in whole or in part by the OWNER for its convenience; but only after the CMAR is given thirty (30) days written notice.
2. This AGREEMENT may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten days, written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
3. If OWNER terminates for default, the OWNER will pay CMAR that portion of the compensation which has been earned as of the effective date of termination except:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the CMAR at the time of termination may be adjusted to the extent of any additional costs incurred to the OWNER by reason of the CMAR'S default.
4. If CMAR terminates for default, or if OWNER terminates for convenience, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination, less all previous payments.
5. Upon receipt of a termination notice pursuant to paragraphs 1 and 2 above, the CMAR shall:

- a. promptly discontinue all terminated services (unless the notice directs otherwise); and
 - b. deliver or otherwise make available to the OWNER all materials, information and documents as defined in Section I.D.
6. Upon termination pursuant to paragraphs 1 and 2 above, the OWNER may take over and complete the work itself or by agreement with another party. Any uncompleted work of the CMAR delivered to the OWNER due to cancellation of all or portions of the work or contract termination, which is utilized by the OWNER in any way, shall have the CMAR'S name and seal removed.
7. If after OWNER terminates for CMAR'S failure to fulfill contractual obligations, it is determined that the CMAR had not so failed, OWNER shall be deemed to have terminated for OWNER'S convenience. In such event, CMAR'S compensation shall be equitably adjusted as provided in paragraph 4 of this section.
8. The rights and remedies of the OWNER and the CMAR provided in this section are in addition to any other rights and remedies provided by law, at equity, or under this AGREEMENT.
9. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

C. Covenant Against Contingent Fees

The CMAR warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting CMAR'S bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to void this AGREEMENT without penalty to OWNER, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Gratuities

1. OWNER may, terminate this AGREEMENT by written notice to the CMAR, if after notice and hearing the OWNER determines that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CMAR (or any other agent or representative of the CMAR) to any officer or employee of the OWNER, with a view toward securing a contract or favorable treatment with respect to the awarding or amending, or making of any determinations with respect to the performance of, this AGREEMENT.
2. In the event this AGREEMENT is terminated as provided in above paragraph 1 hereof, the CMAR shall be deemed to have breached this AGREEMENT and OWNER shall be entitled:

- a. to pursue the remedies against the CMAR for breach of the AGREEMENT by the CMAR; and
 - b. as a penalty, in addition to any other damages which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs incurred by the CMAR in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, or under this AGREEMENT

E. Insurance

In Accordance with requirements set forth in Exhibit E, CMAR shall procure and maintain, at its own expense, during the entire term of this AGREEMENT, the following insurances:

1. Workers' Compensation
2. Comprehensive General Liability
3. Professional Liability Insurance
4. CMAR'S Comprehensive General Liability and Professional Liability insurance policies shall be endorsed to waive subrogation against OWNER, its officers, agents, servants and employees.

F. Indemnity

1. CMAR shall indemnify and hold harmless OWNER and all the officers, directors, trustees, employees, and agents of the OWNER, and each of them, from and against any liabilities, damages, losses, claims, actions or proceedings, to the extent caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the CMAR, and CMAR'S employees and/or agents, in the performance of this AGREEMENT. Should CMAR engage subcontractors approved by OWNER as provided in Section VIII, CMAR shall also require its subcontractor(s) to indemnify and hold harmless OWNER and the directors, trustees, employees, and agents of the OWNER and each of them, from and against any liabilities, damages, losses, claims, costs, actions, or proceedings to the extent caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the subcontractor and subcontractor's employee and/or agents. If the CMAR and/or subcontractor is/are adjudicated to be liable by a trier of fact, the trier of fact shall award costs to be paid to the OWNER, as reimbursement for costs incurred by the OWNER in defending the action, by the

CMAR and/or subcontractor in an amount respectfully proportionate to the liability of the CMAR and/or subcontractor.

2. CMAR further agrees to defend the OWNER and all the officers, employees and agents of the OWNER, and each of them, from and against any and all liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CMAR, and CMAR's employees and/or agents, in the performance of this CONTRACT when said liabilities, negligence, errors, omissions, recklessness or intentional misconduct are not based upon or arising out of the professional services performed under this CONTRACT.
3. CMAR will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the OWNER from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the OWNER.

G. Fair Employment Practices

1. The Board of Trustees is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CMAR acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CMAR recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, OWNER may declare CMAR in breach of contract, terminate contract, and designate CMAR as non-responsible.
2. In connection with the performance of work under this AGREEMENT, the CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, gender identity or gender expression, age, disability, 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. The CMAR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. Any violation of such provision by CMAR constitutes a material breach of contract.

H. Warranty of Legal Compliance and Lack of Conflict

In entering this AGREEMENT, the CMAR warrants that it presently has no direct interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. CMAR further covenants that in the performance of said services, no person having any such interest shall be employed. In all other regards, CMAR 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, ordinances, and/or certifications (collectively, "Laws") regulating the provision of this service and shall notify the OWNER prior to entering into any engagement which creates the appearance of a conflict of interest. CMAR agrees to defend, indemnify and hold OWNER harmless from any claim, suit, loss, cost, damage, expense (including attorney's fees) or liability by reason of CMAR'S violation of any contract provision or Laws, or the existence of a conflict of interest by CMAR. Nothing in this AGREEMENT or in any requirement under this AGREEMENT shall be construed to mean that CMAR should perform any work in violation of any contractual provisions and/or Laws.

I. Independent Contractor

CMAR expressly covenants and agrees that the CMAR'S employees engaged on the work hereunder are not, and shall not be treated or considered as, the servants and/or employees of the OWNER. Neither this AGREEMENT nor CMAR'S performance hereunder shall constitute or create an employee/employer relationship between OWNER and CMAR. Neither CMAR, nor its employees, shall be eligible for any benefits applicable to active employees of OWNER. CMAR shall act solely as an independent contractor as defined by NRS 616A.255 or Nevada state law, not as an employee or agent of OWNER. CMAR'S authority is limited to providing/performing the Goods/Services, and CMAR shall have no authority, without the express written consent of OWNER, to incur any obligation or liability, or make any commitments on behalf of OWNER.

J. Third Party Benefit

This AGREEMENT is not intended and shall not be construed or deemed to be an AGREEMENT for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause, claim, or relief whatsoever.

K. Assignment

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

L. Order of Preference

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

- A. This AGREEMENT
- B. Exhibit A: Scope of Services dated May 2021
- C. Exhibit B: Work Breakdown Structure
- D. Exhibit C: Hourly Rate Schedule (For Additional Services and Additional Reimbursable Expenses)
- E. Exhibit D: Disclosure of Ownership
- F. Exhibit E: Insurance Requirements
- G. Exhibit F: CMAR Travel Policy
- H. Exhibit G: Safety and Security Requirements
- I. Exhibit H: Subcontractor Information

M. Governing Law and Venue

Nevada law shall govern the interpretation of this AGREEMENT. Any action to enforce the terms of this AGREEMENT shall be filed in the appropriate state or federal court in Nevada

N. Disclosure of Ownership/Principals

Any CMAR recommended for award of a contract by the OWNER'S Board of Trustees is required to provide the information on the attached "Disclosure of Ownership/Principals" form, **Exhibit D**.

Failure to fill out the subject form by the CMAR may be cause for rejection of Proposal.

O. Fiscal Funding Out

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this AGREEMENT. If OWNER does not allocate funds to continue the purchase of the products and/or services, this AGREEMENT shall be automatically terminated when appropriated funds expire.

P. Right to Market

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

Q. Notice

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

TO OWNER: CLARK COUNTY WATER RECLAMATION DISTRICT
[CHRISTIAN CHAN], PROJECT MANAGER
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122
PHONE [702-668-8235]
EMAIL [CCHAN@CLEANWATERTEAM.COM]

TO CMAR: LAS VEGAS PAVING CORPORATION
[JOE BUSTOS, PROJECT MANAGER]
4420 SOUTH DECATUR BOULEVARD
LAS VEGAS, NEVADA 89103
PHONE [702-251-5800]
EMAIL [Joe.Bustos@lasvegaspaving.com]

R. Counterparts; Electronic Delivery

This AGREEMENT may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

S. Israel Boycott Disclaimer

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

T. Proprietary Information/Data Privacy and Security

1. OWNER may, from time to time, furnish CMAR with literature, data, or technical information that OWNER considers necessary for the CMAR to provide/perform the Goods/Services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, OWNER shall so inform CMAR agrees not to disclose this information except as approved by OWNER in writing. CMAR also agrees to return or destroy all copies such materials as OWNER may request.
2. 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.

3. CMAR 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 OWNER.
4. At least annually, CMAR shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.
5. CMAR 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.
6. CMAR agrees to notify the OWNER, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to CMAR by the OWNER was, or is reasonably believed to have been, acquired by an unauthorized person.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

**CLARK COUNTY WATER
RECLAMATION DISTRICT**

[LAS VEGAS PAVING CORPORATION]

By: _____

THOMAS A. MINWEGEN

General Manager

By: _____

[BILL WELLMAN]

[Director]

APPROVED AS TO LEGALITY ONLY:

By: _____

DAVID J. STOFT

General Counsel

EXHIBIT A

SCOPE OF SERVICES

**EXHIBIT A
CMAR SCOPE OF SERVICES
PRECONSTRUCTION SCOPE OF SERVICES
WHITNEY LIFT STATION REHABILITATION
CLARK COUNTY WATER RECLAMATION DISTRICT
DISTRICT PROJECT NO. 19100**

PURPOSE OF EXHIBIT

The purpose of this Exhibit A is to establish the Scope of Services to be provided by the Construction Manager At Risk (CMAR) to the Clark County Water Reclamation District (District) in connection with WHITNEY LIFT STATION REHABILITATION. The District selected Black and Veatch Corporation as the Design Consultant (Consultant) for this project. Nothing in this Exhibit is to be construed to either conflict or take precedence over the terms and conditions of the primary Agreement. In this exhibit, the terms "pump station" and "lift station" may be used interchangeably and are understood to be equivalent terms.

PROJECT BACKGROUND

Whitney Lift Station (hereon identified as Whitney) was designed as a 14 million gallon per day (MGD) lift station that primarily services the southeast portion of the District service area with the following extents: south of Flamingo Road, north of the US-95, east of Nellis Blvd, and west of the Las Vegas Wash. Two existing force mains currently serve the lift station: 1) an 18-inch asbestos cement pipe (ACP) force main (FM) constructed in 1974 as part of the original East Las Vegas Lift Station that ties into a junction box north of the intersection of Flamingo Rd and Stephanie St, and 2) a 24-inch ductile iron pipe (DIP) FM constructed in 1999 that ties into the headworks junction box. The Lift Station was rehabilitated in 2005 but with the increase usage of wet wipes, the station is operating inefficiently, nearing the useful life of certain assets, and is not in compliance with the District's Lift Station Standards. The District has determined that rehabilitation of the lift station is vital to improve operations and build redundancy.

PROJECT HISTORY

Whitney has been in service since 1999 and replaced the East Las Vegas Lift Station. At the time of design and construction, wet wipes were not in significant usage and did not cause significant issues. In the meantime, however, the increased usage of wet wipes has caused severe clogging of the pumps at Whitney. This problem often takes out more than one pump at a time which reduces redundancy and reliability of the lift station. The process of unclogging the pumps also presents a challenge for District employees.

Previous CIP work performed on Whitney includes:

1. District Project #570 Whitney Lift Station Rehabilitation (2005) – Rehabilitating the dry/wet wells and its associated appurtenances, installation of flood walls, gates, grit settling chamber, pump train, pump motor modifications, and repair and replacement of existing slide gates.
2. District Project #570 P-4446 (2009) – Whitney Lift Station Off-Site Sewer-Installation of approximately 1,200 feet of 30-inch HDPE pipe along south of the existing 18-inch force main.

3. District Project #618-PO1 (2009) – Central Plant emergency work. Constructed several of the large interceptors entering the Flamingo Water Reclamation Center including junction boxes where the existing 18-inch Whitney force main discharges into.
4. District Project #18102 (2019) – Project provided internal bypass capability between the 18 and 24-inch force mains, and replaced valves within the yard piping that were leaking.

NEED FOR PROJECT

Whitney experiences frequent plugging of the pumps due to increased wet wipe usage. This has the effect of often taking more than one pump offline which reduces redundancy of the lift station and presents a high risk of failure. In addition, Whitney was identified previously as being in a flood zone. During a wet weather event, District staff often have difficulty physically accessing Whitney, thereby increasing District response time to prevent or contain Sanitary Sewer Overflows (SSOs). Appropriate flood control mitigations are to be provided around the site and access road.

In addition to the issues above, Whitney does not possess pump or complete force main redundancy.

PROJECT DESCRIPTION

Project will bring Whitney into compliance with current District Lift Station Design and Construction Standards.

Project encompasses a rehabilitation of Whitney's infrastructure including: addressing pump plugging due to wet wipes, communications improvements, SCADA/electrical improvements, odor control improvements, and safety improvements. Major rehabilitation elements include:

- Dry well rehabilitation (new pumps, variable frequency drives, electrical, gaskets, communications, and life safety improvements).
- Wet Well rehabilitation
- Bar screen installation
- Rehabilitation of existing odor control system
- Construction a new 20-inch diameter FM is to be installed with air release valves and isolation valves/access ports
- Air release valves to be retrofitted on the existing 24-inch DIP FM
- Surge protection
- Full pumping redundancy is to be provided via bypass pumping equipment (either dri-prime or submersible);
- Temporary overflow pond(s) is/are to be installed for onsite containment
- Drainage improvements to site and access road (flood control channel improvements are not considered part of the project scope)
- Demolition of an abandoned Lift Station
- Electrical, SCADA improvements

RELIABILITY CENTERED DESIGN

CCWRD has chosen the Uptime Elements Framework to implement Reliability principles into its appropriate Capital Improvement Program (CIP) projects. These principles allow for the development and implementation of proactive and predictive maintenance procedures. Reliability Centered Design (RCD) is the first step in applying the Uptime Elements Framework and Reliability principles, and it is the best opportunity to adjust the design to achieve better asset performance and operator safety with minimal impacts to project schedule. This project will include RCD as part of the 30% Basis of Design Report and include District accepted one-time opportunities that are produced from the RCD as part of the final design. Specific portions of Whitney that are suitable for RCD include the redundant force mains, electrical/SCADA systems, and pumps.

The RCD must include the development of a Failure Modes, Effects and Criticality Analysis (FMECA), the development of an asset register, and the production of a list of recommendations for one-time opportunities. Consultant in coordination with District Engineering staff to provide a list of all process functions. Identification of the potential ways these functions may fail and the effects of each failure (along with other criteria required for the FMECA process) will be accomplished with workshops which are to include the RCD Facilitator, Consultant, CMAR, and selected District staff with representatives from Design Engineering, Construction Management, Operations, Process Controls, Collections, Mechanical Maintenance, Facilities, and Asset Management. District PM will facilitate attendance by all necessary District representatives. Results of the RCD will be documented with District standard RCD forms.

PROJECT DELIVERY METHOD

The project delivery method selected for this Project is Construction Manager at Risk (CMAR). The CMAR delivery method consists of two phases with two separate CMAR contracts: Preconstruction Services and Construction Services.

During the Pre-construction Services phase, the Consultant will coordinate closely with the CMAR to improve design, constructability and reduce cost. The CMAR will develop a Guarantee Maximum Price (GMP) based on the reconciliation of the Consultants Opinion of Probable Costs (OPCC) that will be developed at the 60%, 90%, and 100% submittals. If the GMP is acceptable to the District, the CMAR will move forward with a construction contract. If the GMP is not acceptable, the project will be put out to bid.

PROJECT STAGING AND SEQUENCING

Whitney is a critical Lift Station in the District collection system. Construction sequencing will need to ensure Whitney has continuous operation, proper redundancy, instrumentation to minimize any risk of an SSO, and minimize potential environment damage. All construction activities will require coordination with District plant and lift station operators for shutdowns, bypass pumping, and sequencing. See Attachment 2 for general layout of the rehabilitation installations proposed for the Lift Station.

SCOPE OF WORK

The CMAR shall work with and become part of the Project Team, consisting of District staff and Design Consultant. In addition, the CMAR shall work with other key stakeholders and/or third parties as identified by the District.

The CMAR Scope of Work is divided into 10 tasks; with 6 tasks not utilized as listed below. The different tasks parallel the stages associated with project implementation. Each task consists of a series of separate activity efforts. Billing shall be in accordance with Subtask 1.8.

Task 1 – Project Management

Task 2 – Planning Study [Not Used]

Task 3 – Pre-design / Basis of Design Report

Task 4 – Detailed Design

Task 5 – Bid Period Services [Not Used]

Task 6 – Engineering Services during Construction [Not Used]

Task 7 – Construction Field Administration [Not Used]

Task 8 – Project Commissioning [Not Used]

Task 9 – Contingency [Not Used]

Task 10 – Additional Services (T & M)

Task 1. PROJECT MANAGEMENT

CMAR shall perform the following:

1.1 Communications and Correspondence

CMAR shall include District Project Manager and back up Project Manager on all project related communications and correspondences. This consists of external emails and letters. All email correspondence to the District must be lead with District assigned Project number in the subject line.

1.2 Meetings and Workshops

The District Project Manager, with the assistance of the Design Consultant, will facilitate meetings and workshops associated with Project 19100. CMAR is expected to participate in these meetings and workshops including reviewing providing comments. If directed by the District, the CMAR may assist to establish meeting objectives, determining participants, creating agenda and conducting sessions. See Sections 1.2.1, 1.2.2, and 1.2.5 herein for meetings CMAR is responsible to conduct including the meeting minutes. The District Project Manager or designee must be invited to attend all meetings with other entities.

1.2.1 Kick-off meeting:

Within 1 week of the issuance of the Notice to Proceed, CMAR shall conduct an initial kick-off meeting with the District and Design Consultant. The kickoff meeting shall include the CMAR Project Manager, and key team members. The meeting is anticipated to last 8 hours including a field visit. The agenda shall include the following at a minimum:

1. Introductions
2. Roles and responsibilities of the CMAR team
 - a. CMAR team and stakeholders
3. Partnering with the District and Consultant
4. Primary lines of Communication
 - a. District Project Manager and back-up Project Manager
 - b. Design Consultant Team
5. Review scope, goals, and objectives
6. Project schedule
 - a. Critical path
 - b. Milestones
7. Monthly Progress Meetings
 - a. Attendance and expectations
8. Subcontractor Assembly Plan including advertisements
9. Design cost estimates review and GMP
 - a. Opinion of probable construction cost reconciliation
10. Questions/Answers
11. Field visit (To be scheduled with the District)

1.2.2 Technical Workshops

Conduct one (1) technical workshops:

1. Presentation of the GMP – this meeting will present and go over the GMP. Assume 4-hours for the meeting.

1.2.3 Progress/ Status Meetings

CMAR will attend monthly meetings with the District and Consultant to discuss project agenda items including project status, schedule, contract budget, potential issues and required decisions.

1.2.4 Review Workshops

CMAR will attend the following workshops:

1. **Operational Philosophy Training** – the Consultant will present the operation philosophy of Whitney with respect to the 90% design. Assume one four-hour training.
2. **Opinion of Probable Construction Cost (OPCC) Reconciliation Workshop** – three two-hour workshops to discuss estimate difference between CMAR and Consultant at the 60%, 90%, and 100% design level.

Consultant's 60%, 90%, and 100% design submittals will be provided for review as described in Task 4.4. CMAR will have 3-weeks from issuance of design submittal to provide comments / recommendations using a District comment spreadsheet template. CMAR shall attend, and provide input during the following:

3. **60% Design Workshop** – assume 4-hours.
4. **90% Design Workshop** – assume 4-hours.
5. **100% Design Workshop** – assume 4-hours.

1.2.5 External Coordination Meetings

CMAR shall conduct external coordination meetings as required to complete CMAR scope during preconstruction.

District Project Manager of designee must be invited to attend any meetings with other entities.

1.3 Reviews, Approvals and Permits

CMAR shall review and provide feedback to Consultant Review-Approvals-Permits (RAP) plan and permit matrix supplied during progress meetings. District shall coordinate with CMAR on permits to be obtained by Owner.

1.4 Project Execution Plan

CMAR shall prepare a Project Execution Plan (PEP) for preconstruction services. The draft PEP will be submitted within thirty (30) days of NTP for District review. Updates will originate with the CMAR as required during Project development and be reviewed by the District. The CMAR shall update the PEP for construction services at the same time the 90 Percent design is completed. This update will form the basis of the construction services approach that is related to the GMP. Sections of the PEP shall include but not be limited to:

- Organization chart and a summary of the roles and responsibilities of each team member for preconstruction and/or construction services.
- Project schedule, including sequencing of the final design and construction, and a material / equipment procurement schedule. Include strategies for fast-tracking or phasing the construction.
- Cost management plan for the GMP. This plan shall detail measures to keep the construction work on budget and on schedule. In addition, the plan will layout corrective actions for the CMAR team and its Subs not complying with the construction contract documents.
- Protection of District Facilities Plan. This plan shall detail include anticipated tie-ins, shutdowns and other interfaces with District Facility ongoing operations.
- Site safety and security provisions.

1.5 Schedule and Progress Reporting

CMAR shall prepare construction schedules, using P6 scheduling software, showing work activities, and sequencing / phasing assumptions used in the development of construction cost estimates identified in Task 1.6. Construction schedules shall incorporate but is not limited to District holidays, District normal working hours, "finish-to-start" activity relationships, contingency times, float and use of the critical path method.

District will provide Consultant's schedule to coordinate progress meetings, workshops, and design reviews.

1.6 Construction Cost Estimates

CMAR shall develop open-book, production-based cost estimates for the District at the 60%, 90%, and 100% design levels. CMAR shall provide its assumptions and estimating approach in a report narrative, along with contingency, risk, overhead, escalation, profit, labor, material, equipment, and all other costing associated with the estimate. Both CMAR and Consultant shall use the same District bid schedule to facilitate District's review and comparison to the Consultant's construction cost estimate.

The estimates will be reviewed by the District and if necessary, the District will request a reconciliation process. The purpose of the reconciliation process is to confirm understanding of the project design elements and resolve gaps. CMAR shall participate in three (3) reconciliation sessions with the DISTRICT and Design Consultant.

1.7 Project Coordination

CMAR will be responsible for all internal coordination activities among the CMAR team, including subcontractors, as well as coordination with the District.

1.8 Invoicing

All invoices, synonymous with Applications for Payment will be prepared and submitted monthly in Unifier for the charges incurred in the prior month. CMAR shall be responsible to review each Application for Payment for accuracy and correctness prior to submission.

At the end of District Fiscal Year, defined as June 30th, an invoice is to be submitted as soon as possible for services up to June 30th. The District's objective is to receive all Application for Payment for billings ending on June 30th and no later than the District August invoice cycle.

CMAR shall submit monthly, along with each Application for Payment, a spend projection log using the District spend projection template to record monthly projections and the present billing amount. CMAR shall maintain said spend projection log throughout the life of preconstruction services.

Tasks 1, 3, and 4 shall be performed on a Lump Sum basis and invoiced under Task 1. Task 10 shall be performed on a Time and Material basis and invoiced under Task 10.

1.9 Quality Management

CMAR will submit a Quality Management Plan for both preconstruction and construction services. This document will clearly outline external procedures (those that involve the District and other entities) as well as internal procedures (e.g. independent qualified reviews and back checking, corrective actions, etc.). CMAR will be responsible to see that all elements of the Quality Management Plan are followed and complied with during Project 19100. CMAR shall

oversee subcontractor deliverables adhere to the Quality Management Plan. Within one work week of the District identifying a quality related issue, CMAR shall respond stating how the issue has been or will be resolved.

The Quality Management plan may be incorporated with the PEP.

1.9.1 Quality Assurance and Discipline Coordination Certificate [Not Used]

1.10 Assistance with Environmental Assessment Development [Not Used]

1.11 Document Control

At the onset of the project, District Project Manager will provide a list of all anticipated submittals as part of this scope. CMAR shall review the submittal log and provide suggested additions and or deletions within one week from receipt of submittal log. Once submittal log is agreed upon, CMAR shall provide all deliverables specified herein, including but not limited to letters, reports, memorandums, plans and specifications to be the DISTRICT through the Unifier System.

Submittals shall include but not limited to:

- Project Execution Plan
- Phasing and Sequencing Plan
- Quality Management Plan
- Procurement Plan
- Groundwater Dewatering, report and plan
- Meeting Agenda, Handouts and Minutes
- Design Comments
- Construction schedules
- Risk Register
- Construction Cost Estimates: 60%, 90%, 100%, draft GMP
- GMP

1.11.1 Technical Memoranda [Not Used]

1.12 Risk Management

The CMAR shall identify, quantify, document, and implement risk management strategies, as well as monitor and provide written input into a Project Risk Register. The CMAR shall participate in the preparation and maintenance of a risk register. The CMAR shall continuously communicate its assumptions regarding impacts to risk as the design progresses. The CMAR shall also submit a report with the GMP that summarizes the decisions for risk elimination or reduction and associated value of each decision in terms of cost and savings in direct relationship with its GMP.

Task 2. PLANNING STUDY [Not Used]

Task 3. PRE-DESIGN / BASIS OF DESIGN REPORT

Tasks 3 shall be performed on a Lump Sum basis and invoiced under Task 1.

CMAR shall review the following:

CCWRD Project No. 19100 – WHITNEY LIFT STATION REHABILITATION

May 2021

3.1 Review Reference Documents

CMAR shall review and incorporate into the design the following documents and standards:

1. District Lift Station Design and Construction Standards, 1st Edition
2. Design and Construction Standards for Wastewater Collection Systems, Southern Nevada, Latest Edition

3.2 Background Information and Data Collection

1. Record Drawings as provided to the Consultant.
 - a. Consultant obtained record drawings and as-builts.
2. Available Consultant survey and field investigation findings and results described under Task 4.
3. District GIS shape files.

3.3 Systems Evaluation [Not Used]

3.4 Recommended Improvements [Not Used]

3.5 Basis of Design Report Outline [Not Used]

3.6 Basis of Design Report Submittals

CMAR shall review Consultant's Draft BODR and provide comments on but not limited to constructability and value engineering. CMAR shall consult and make recommendations for construction sequencing and scheduling, construction means and methods, and time needed to execute the Work.

Task 4. DETAILED DESIGN

Task 4 shall be performed on a Lump Sum basis and invoiced under Task 1.

CMAR shall review Consultant's survey, utility locates, easement legal and exhibits, and field investigation findings and results; field investigations include Geotechnical, groundwater dewatering, and subsurface utility engineering (SUE). CMAR shall provide comments on constructability, conflicts, and inconsistencies found in its review.

4.1 Utility Locations and Rights-of-Way [Not Used]

4.2 Field Investigations

CMAR shall coordinate with District Project Manager to visit site locations located within District property or facilities.

4.3 Prepare Plans and Specifications [Not Used]

4.4 Design Submittal Review

The CMAR shall review the Consultant's detailed design submittals: 60%, 90%, and 100%. Design submittals will include plans and specifications, both front end and technical. CMAR shall incorporate in its review information provided under Task 4 and Task 3.2.

CMAR shall comment on but is not limited to inconsistencies, conflicts, errors, omissions, constructability issues, and vague information. CMAR shall provide value engineering recommendations at the 60% and 90% design levels.

4.5 Advertisement for Subcontractor Proposals

CMAR shall follow its subcontractor assembly plan and comply with NRS 338.16991 along with other applicable NRS 338 statutes.

CMAR shall submit copies of files used to advertise for proposals and copies of Subcontractor proposals to the District.

4.6 Preliminary Work Plan

CMAR shall prepare and submit to District a preliminary Work Plan for all work activities after the 100% design workshop. The Work Plan shall include at a minimum:

1. CPM schedule fragnet that identifies proposed work activities and construction sequences.
 - a. Include Owner-required activities and or coordination.
2. Written narratives describing work activities and construction sequences.

Task 5. BID PERIOD SERVICES [Not Used]

Task 6. ENGINEERING SERVICES DURING CONSTRUCTION [Not Used]

Task 7. CONSTRUCTION FIELD ADMINISTRATION [Not Used]

Task 8. PROJECT COMMISSIONING [Not Used]

Task 9. CONTIGENCY [Not Used]

Task 10. ADDITIONAL SERVICES [T&M]

CMAR shall perform additional services only as authorized in writing by the District, and start the activity only upon receipt of written approval from District. CMAR shall follow the ASR outline provided by the District.

Services may include but are not limited to:

1. Additional potholes
2. Inspection of existing Electrical and SCADA equipment
3. Inspection of Odor Control piping system
4. Inspection of concrete in wet and dry well, and biofilter

RESPONSIBILITIES OF THE DISTRICT

District will provide to the CMAR the following:

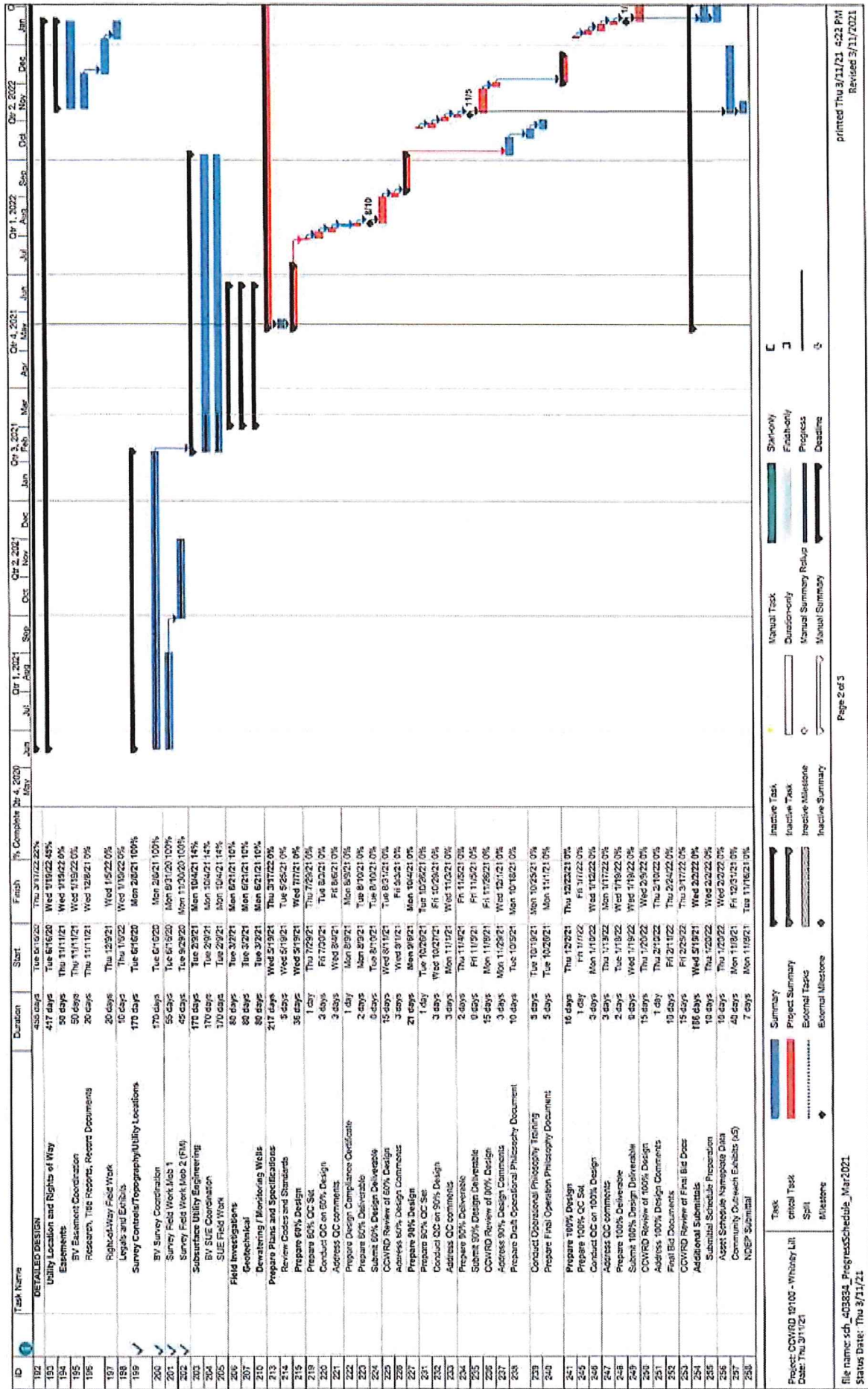
LIST OF FILES TO BE PROVIDED TO CMAR

1. EXCEL
 - a. Stakeholders Tracker
 - b. Spend projection log Template
 - c. Contract Analysis Spreadsheet for Construction Portion
 - d. Template for Creation of S Curve for Monthly Progress Report (optional)
 - e. Asset Cost Allocation Schedule template
 - f. Construction Submittal Schedule template
 - g. Submittal Review Comment Spreadsheet
 - h. GIS Subsurface Exploration Metadata
2. District Forms
 - a. PCM External User License and Application Form
3. Consultant Baseline Schedule / Present project schedule.
4. Files identified in Task 3 & 4.

ATTACHMENT 1 TO EXHIBIT A, PRELIMINARY PROJECT SCHEDULE

ATTACHMENT 2 TO EXHIBIT A, PROJECT MAP

ID	Task Name	Duration	Start	Finish
0	COWRO 19100 - Whitney LIR Station	1214 days	Mon 8/18/20	Thu 28/05/21
1	Consultant NTP	1 day	Mon 8/18/20	Mon 8/18/20
2	Correspondence and Communication	641 days	Mon 8/18/20	Tue 17/05/21
3	Meetings and Workshops	450 days	Tue 8/18/20	Mon 5/02/21
5	Reviews, Approvals and Permits	641 days	Mon 8/18/20	Tue 17/05/21
6	Scheduling and Progress Reporting (23)	125 days	Mon 8/18/20	Mon 8/18/20
67	Construction Cost Estimates	450 days	Tue 8/18/20	Mon 5/02/21
68	Project Coordination (Planning & Design Team Mgmt)	257 days	Wed 3/9/21	Thu 20/02/21
74	Including (23)	450 days	Tue 8/18/20	Mon 5/02/21
75	Quality Management	450 days	Tue 8/18/20	Mon 5/02/21
76	Assistance w/Environmental Assessment ETVLS	80 days	Tue 8/18/20	Mon 10/02/21
77	MatMat Survey	450 days	Tue 8/18/20	Mon 5/02/21
80	Document Control	450 days	Tue 8/18/20	Mon 5/02/21
81	Plan Management	450 days	Tue 8/18/20	Mon 5/02/21
82	PLANNING STUDY	179 days	Tue 8/18/20	Mon 28/02/21
133	PREDESIGN / BASIS OF DESIGN REPORT	166 days	Fri 11/13/20	Fri 17/02/21
134	Review of Reference Documents	108 days	Wed 2/3/21	Fri 17/02/21
135	Background Info. Site Investigation, Data Collection	60 days	Wed 2/3/21	Tue 4/02/21
136	Systems Evaluation (RCD)	138 days	Fri 11/13/20	Tue 5/02/21
137	RCD Evaluation	138 days	Fri 11/13/20	Tue 5/02/21
138	Planning Study Support	12 days	Fri 11/13/20	Mon 11/02/21
139	Document Review	3 days	Wed 4/14/21	Fri 4/15/21
140	Prepare Asset Register	5 days	Mon 4/19/21	Fri 4/23/21
141	Develop Asset Failure Modes and Criticality	3 days	Mon 4/26/21	Wed 4/28/21
142	Conduct FMEA	3 days	Thu 4/29/21	Mon 5/02/21
143	Prepare for RCD Technical Workshop	1 day	Tue 5/04/21	Tue 5/04/21
144	Prepare Draft RCD Report	5 days	Wed 5/05/21	Tue 5/11/21
145	Submit Draft RCD Report	0 days	Tue 5/11/21	Tue 5/11/21
146	COWRO Review of Draft RCD Report	5 days	Wed 5/12/21	Tue 5/18/21
147	Prepare Final RCD Report	5 days	Tue 5/18/21	Tue 5/25/21
148	Submit Final RCD Report	0 days	Tue 5/25/21	Tue 5/25/21
149	Surge Analysis / Modelling / TM	45 days	Wed 2/24/21	Tue 4/27/21
150	Prepare InfoSurge Hydraulic Model	5 days	Wed 2/24/21	Tue 3/02/21
151	Analyse InfoSurge Hydraulic Model	5 days	Wed 3/02/21	Tue 3/02/21
152	Develop Surge Remediation Alternatives	5 days	Wed 3/10/21	Tue 3/16/21
153	Prepare Draft Surge Analysis TM	5 days	Wed 3/17/21	Tue 3/23/21
154	Submit Draft Surge Analysis TM	0 days	Tue 3/23/21	Tue 3/23/21
155	COWRO Review of Draft Surge Analysis TM	15 days	Wed 3/24/21	Tue 4/13/21
156	Prepare Final Surge Analysis TM	10 days	Wed 4/14/21	Tue 4/27/21
157	Submit Final Surge Analysis TM	0 days	Tue 4/27/21	Tue 4/27/21
158	Recommended Improvements	10 days	Tue 4/27/21	Tue 5/18/21
159	Basis of Design Report	65 days	Wed 2/3/21	Tue 2/16/21
160	Prepare Draft BOOR	20 days	Wed 2/17/21	Tue 3/16/21
161	BOOR Report Prep	20 days	Wed 2/17/21	Tue 3/16/21
162	Prepare 30% Design Drawings	20 days	Wed 2/17/21	Tue 3/16/21
163	Internal CC (Draft BOOR) Submittal	5 days	Wed 3/17/21	Tue 3/23/21
164	Address CC comments	3 days	Wed 3/24/21	Fri 3/25/21
165	Prepare Draft BOOR / 30% Summary	12 days	Mon 3/29/21	Tue 4/13/21
166	Submit Draft BOOR / 30% Summary	0 days	Tue 4/13/21	Tue 4/13/21
167	COWRO Review Draft BOOR / 30% Summary	15 days	Wed 4/14/21	Tue 5/02/21
168	Prepare Final BOOR / 30% Drawings	10 days	Wed 5/02/21	Tue 5/18/21
169	Submit Final BOOR / 30% Drawings	0 days	Tue 5/18/21	Tue 5/18/21

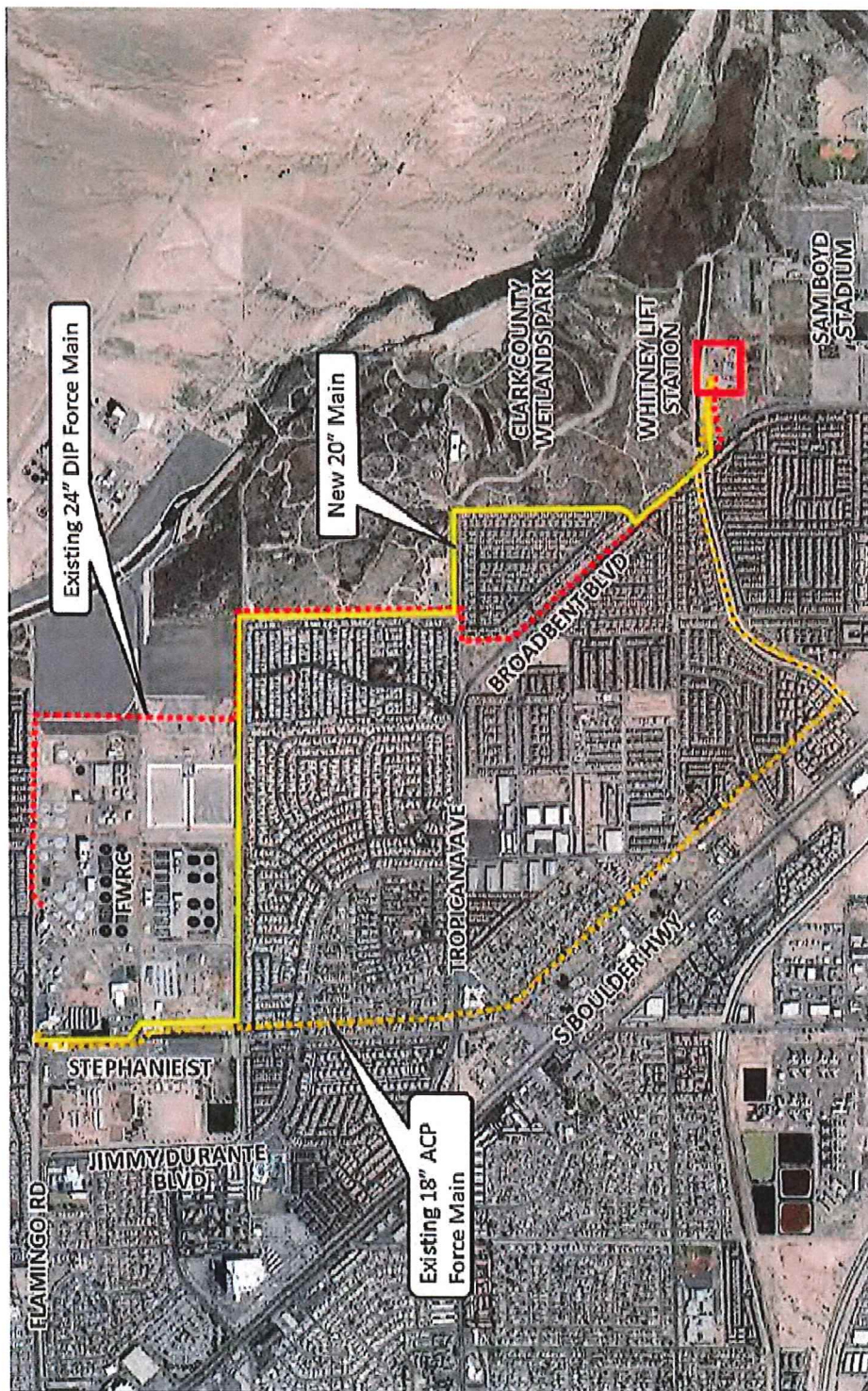


ID	Task Name	Duration	Start	Finish	% Complete	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
252	PMMA Letter of Map Revision	53 days	Mon 11/8/21	Wed 1/19/22 0%															
253	Technical Drawings Study to CDPW	35 days	Wed 1/19/21	Tue 7/6/21 0%															
254	CC Environmental Permit	75 days	Fri 3/18/22	Thu 5/30/22 0%															
255	BID PERIOD SERVICES (CHAS GAP Negotiation)	15 days	Fri 3/18/22	Thu 4/7/22 0%															
256	Distribution of Contract Documents	20 days	Fri 4/8/22	Thu 5/5/22 0%															
257	Response to Bid Period Questions	15 days	Fri 5/6/22	Thu 5/26/22 0%															
258	Pre Bid Conference	15 days	Fri 5/6/22	Thu 5/26/22 0%															
259	Awards	15 days	Fri 5/27/22	Thu 6/16/22 0%															
260	Bid Opening and Review	10 days	Fri 6/17/22	Thu 6/30/22 0%															
261	Prepare Contract Documents	75 days	Fri 3/18/22	Thu 6/30/22 0%															
262	COORDINATION	674 days	Mon 7/11/22	Thu 2/6/23 0%															
263	ENGINEERING SERVICES DURING CONSTRUCTION	1 day	Mon 7/11/22	Mon 7/11/22 0%															
264	Board Approval to Award Construction Contract	10 days	Tue 7/12/22	Mon 7/25/22 0%															
265	Finalize, Print and Distribute Confirmed Docs	651 days	Wed 8/10/22	Thu 2/6/23 0%															
266	Construction Schedule (E-4 - Bid Contract)	0 days	Wed 8/10/22	Wed 8/10/22 0%															
267	PHIP	491 days	Thu 8/11/22	Thu 6/22/23 0%															
268	Performance Time in Contract Construction	491 days	Thu 8/11/22	Thu 6/22/23 0%															
269	Const Task - Site Improvements/Bar Screen Facilities	491 days	Thu 8/11/22	Thu 6/22/23 0%															
270	Const Task - Lift Station Rehabilitation	491 days	Thu 8/11/22	Thu 6/22/23 0%															
271	Const Task - 24" Force Main Improv/View 20' Force Main	491 days	Thu 8/11/22	Thu 6/22/23 0%															
272	Const Task - 24" Force Main Improv/View 20' Force Main	491 days	Thu 8/11/22	Thu 6/22/23 0%															
273	Actual Work Time for Contractor	687 days	Wed 8/10/22	Thu 6/22/23 0%															
274	14 Day Test	14 days	Thu 8/27/24	Thu 7/11/24 0%															
275	Weather Days	15 days	Thu 7/11/24	Fri 7/26/24 0%															
276	Unit Price Days	30 days	Fri 7/26/24	Sat 8/2/24 0%															
277	Gain Advance Days	45 days	Sat 8/2/24	Wed 10/9/24 0%															
278	SC Substantial Completion	0 days	Wed 10/9/24	Wed 10/9/24 0%															
279	90 Days Post Test	90 days	Wed 10/9/24	Tue 11/12/24 0%															
280	30 Days Closeout	30 days	Tue 11/12/24	Thu 12/5/24 0%															
281	FC Final Completion	0 days	Thu 12/5/24	Thu 12/5/24 0%															
282	Consultant Effort ESOC	688 days	Tue 7/12/22	Tue 1/16/23 0%															
283	7.6 CHAS SCHEDULE	177 days	Wed 4/14/21	Thu 12/16/21 0%															



PROJECT 19100 - WHITNEY LIFT STATION REHABILITATION
ATTACHMENT 2 TO EXHIBIT A - PROJECT MAP (sheet 1 of 2)

NTS



PROJECT 19100 - WHITNEY LIFT STATION REHABILITATION
 ATTACHMENT 2 TO EXHIBIT A - PROJECT MAP (sheet 2 of 2)
 NTS

EXHIBIT B

WORK BREAKDOWN STRUCTURE

Work Breakdown Structure

Project No. 19100 - Whitney Lift Station Rehabilitation

PLANNING MILESTONES	PERCENTAGE OF WORK	CONSULTANT AMOUNT	SUBCONSULTANT AMOUNT	5% Markup	Direct Expenses	Other Direct Costs	TOTAL AMOUNT
1 PROJECT MANAGEMENT	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00
2 PLANNING STUDY [NOT USED]	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 PRE-DESIGN / BASIS OF DESIGN REPORT	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 DETAILED DESIGN	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 BID PERIOD SERVICES [NOT USED]	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6 ENGINEERING SERVICES DURING CONSTRUCTION [NOT USED]	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.1 Submittal Review	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.2 Contract Document Interpretation and Clarification	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.3 Change Order Assistance	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.4 Substantial and Final Completion	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.5 Final Job Walk Audit	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.6 Record Drawings	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.7 Coordination	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7 CONSTRUCTION FIELD ADMINISTRATION [NOT USED]	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 PROJECT COMMISSIONING [NOT USED]	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 CONTINGENCY [NOT USED]	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 ADDITIONAL SERVICES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000.00
GRAND TOTAL	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 235,000.00

EXHIBIT C

HOURLY RATE SCHEDULE

(Additional Services and Additional Reimbursable Expenses)

EXHIBIT C
HOURLY RATE SCHEDULE
 (FOR ADDITIONAL SERVICES AND ADDITIONAL REIMBURSABLE EXPENSES)
PROJECT NO. 19100 - Whitney Lift Station Rehabilitation

CONSULTANT'S HOURLY RATES

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

Consultant:

CLASSIFICATION	HOURLY RATE
CMAR Representative	\$165.00
Project Manager	\$155.00
General Superintendent	\$120.00
Cost Estimator	\$90.00
Scheduler	\$95.00
Safety Manager	\$90.00
Quality Control Manager	\$95.00
Document Control	\$70.00

SUBCONSULTANT'S HOURLY RATES

Subconsultant: Tiberti / Ralph Eaton

Mechanical

CLASSIFICATION	HOURLY RATE
Bidability Reviewer	\$90.00
Cost Estimator	\$90.00
	\$0.00
	\$0.00
	\$0.00

Subconsultant: ACME

Electrical

CLASSIFICATION	HOURLY RATE
Bidability Reviewer	\$90.00
Cost Estimator	\$90.00
	\$0.00

Subconsultant:

CLASSIFICATION	HOURLY RATE
To be identified at a later date	\$0.00
	\$90.00
	\$0.00

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

None authorized or anticipated as of the commencement date of this AGREEMENT. Any additional reimbursable expense would be required to be added to the AGREEMENT in writing in the form of an additional document provided by the OWNER. For reimbursable expenses of the CONSULTANT, the OWNER shall compensate the CONSULTANT a multiple of one and one tenth (1.10) times the actual direct costs (costs directly related to the performance of services under this AGREEMENT) incurred by the CONSULTANT. This multiple includes all compensation for overhead and profit related to the reimbursable expenses.

EXHIBIT D

DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT D
DISCLOSURE OF OWNERSHIP/PRINCIPALS
INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), 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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<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:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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)

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	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
 (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)

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 E

INSURANCE REQUIREMENTS

EXHIBIT E INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

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

2. BEST KEY RATING

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

3. OWNER COVERAGE

OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation insurance coverages. CMAR'S insurance shall be primary as respects OWNER, its officers and employees.

4. ENDORSEMENT / CANCELLATION

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

5. DEDUCTIBLES

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

6. AGGREGATE LIMITS

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

7. COMMERCIAL GENERAL LIABILITY

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

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, CMAR 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 CMAR and any auto used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

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

10. FAILURE TO MAINTAIN COVERAGE

If CMAR fails to maintain any of the insurance coverages required herein, OWNER may withhold payment, order CMAR to stop the work, declare CMAR in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. OWNER may collect any replacement insurance costs or premium payments made from CMAR or deduct the amount paid from any sums due CMAR under CONTRACT.

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

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


14. INSURANCE SUBMITTAL ADDRESS

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

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by CMARS' Insurance Company representative:

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. CMAR'S name, complete address, phone and fax numbers. C.
Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products - Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: Project [19100, WHITNEY LIFT STATION REHABILITATION] (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder
Clark County Water Reclamation District
c/o Purchasing and Contracts Department
5857 East Flamingo Road
Las Vegas, Nevada 89122
- I. Appointed Agent Signature to include license number and issuing state.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)				
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.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS			CONTACT NAME: PHONE (AC No. Ex): BROKER'S PHONE NUMBER FAX (AC No.) BROKER'S FAX NUMBER EMAIL ADDRESS: BROKER'S EMAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #					
INSURED 2. CONSULTANT'S NAME ADDRESS PHONE & FAX NUMBERS			3. CARRIER'S BEST KEY RATING INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WAIV	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		(A)	(B)	(C)	EACH OCCURRENCE \$(G) 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$(H) 50,000 MED EXP (Any one person) \$(I) 5,000 PERSONAL & ADV INJURY \$(F) 1,000,000 GENERAL AGGREGATE \$(D) 2,000,000 PRODUCTS - COMPOSP AGG \$(E) 2,000,000 DEDUCTIBLE MAXIMUM \$ 25,000	
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE MAXIMUM \$ 25,000	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)								
7. DESCRIPTION:								
8. CERTIFICATE HOLDER				CANCELLATION				
CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DEPARTMENT 5857 E. FLAMINGO RD LAS VEGAS, NV 89122				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
				9. AUTHORIZED REPRESENTATIVE				

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POLICY NUMBER: _____
LIABILITY

COMMERCIAL GENERAL AND AUTOMOBILE

PROJECT 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
PURCHASING AND CONTRACTS DEPARTMENT
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122

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

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

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

EXHIBIT F

CMAR TRAVEL POLICY

EXHIBIT F CMAR TRAVEL POLICY

PURPOSE:

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

BUSINESS TRAVEL

1. Arrangements for business travel shall be made at the lowest reasonable and customary fare available. Travel arrangements shall be booked 14 days in advance of departure, or sooner with prior written approval by the OWNER. Upgrade charges to business travel (i.e. upgrading to business/first class, changing your departure/ arrival time) are the Traveler's personal responsibility and expense.
2. Should unforeseen travel delays occur due to weather, national emergency, changes in schedule made by the carrier, etc., the Traveler should use discretion when making arrangements for additional travel to ensure the lowest cost to the OWNER.
3. Travelers shall be held responsible for cancellations costs incurred if, as a result of their own actions, a trip is not taken.
4. Airport parking fees incurred during business travel for the OWNER will be reimbursed at Long Term/Economy parking rates.

RENTAL CARS

1. Travelers may be allowed to rent a car at their destination when:
 - a. It is less expensive (considering all costs including rental, fuel, and taxes) than other transportation such as taxis, public transportation, hotel, and/or airport shuttles.
 - b. They are transporting heavy equipment, large, bulky, or sensitive materials.
2. Car rental is limited to an Economy/Standard car. The OWNER will not pay for navigation systems, cellular telephones, upgrade in class, or other options provided by the rental company. OWNER will not reimburse for insurance coverage provided by rental company. Refueling charges from the rental company are not reimbursable, only cost of lowest grade fuel (87 octane) will be reimbursed.
3. Only the Traveler who signs the rental car agreement will be allowed to drive the rental car. The OWNER will not pay the cost to add additional drivers to the AGREEMENT.

MILEAGE

1. Travelers will be reimbursed for approved business travel using personal vehicles on a fixed mileage rate. If a private vehicle is used for personal convenience, the allowance for travel is one-half the standard mileage reimbursement rate. Additionally, the maximum allowed for personal care usage mileage reimbursement will not exceed the cost of commercial airfare.
2. Travelers will not be reimbursed for any fuel cost, maintenance costs, car washes, towing, or repairs to their personal vehicles even if these costs result from business travel.

3. Compensation is not allowed for transportation to/from the home and principal place of business. Mileage maybe reimbursed if mileage is in excess of miles to/from home and principal place of business.

LODGING, MEALS AND INCIDENTALS

1. Lodging, Meal and Incidental Per Diem Allowance is defined as a daily payment instead of reimbursement for actual expenses for all lodging (including taxes and fees), meal and incidental expenses, including tips.
2. Lodging, meal and incidental expenses for business related travel of Monday through Friday WILL BE REIMBURSED AT THE PER DIEM RATE as established for federal government employees. Exceptions must be pre-approved by OWNER personnel in writing.
3. Per federal guidelines, on the day of departure and the last day of travel, meal and incidental reimbursements will be at 75% of the applicable meal per diem rate.
4. The current Lodging, Meal and Incidental reimbursement rates for Clark County, Nevada, can be obtained via the Internet at www.gsa.gov/perdiem.

MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL

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

MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS

1. Expenses such as alcohol, sightseeing, tours, souvenirs, gifts, toiletries, personal items, movies, health club fees, laundry, sporting events, spas, etc., and any other expenses incurred before or after approved business related travel will not be reimbursed.
2. Travel expenses incurred by a spouse or other individual accompanying the Traveler on business will not be reimbursed.
3. Expenses for travel insurance coverage will not be reimbursed.

REIMBURSEMENT

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

EXHIBIT G

SAFETY AND SECURITY REQUIREMENTS

EXHIBIT G SAFETY AND SECURITY REQUIREMENTS

Safety Requirements

The CMAR and its 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 CMAR and its 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 OWNER. The OWNER may provide an inspector on a worksite on which CMAR provides/performs goods/services; however, the OWNER shall not (and shall not be expected to) perform safety inspections or safety training of any kind. The CMAR shall be required to provide a qualified safety representative for the worksite. Any and all hazardous-type materials brought on OWNER property will require pre-approval by the OWNER Project Manager.

In accordance with 29 CFR 1910.146, Confined Spaces, any of CMAR's employees, representatives, and agents that enter any OWNER-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. CMAR must provide training and all required equipment (non-stationary) for their employees, representatives, and agents as required by OSHA 1910 and/or OSHA 1926.

CMAR and its 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 CMAR that is powered or energized by any means and/or that could start automatically. All field staff for OWNER and CMAR 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 **1-800-227-2600**, Clark County Traffic Operations **702-455-7511** and Las Vegas Computerized Traffic Systems **702-229-6611**.

CMAR 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. CMAR shall be solely responsible for ensuring compliance with this requirement.

**Any safety questions shall be made to:
DISTRICT Safety Officer
702-668-8000**

Security Requirements, Restrictions, and Procedures

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

1. Only properly authorized and identified personnel will be allowed on OWNER facilities, and all authorized personnel shall prominently wear identification badges at all times when on the facility. These badges shall be issued by the OWNER and contain the individual's name, company affiliation, contract number for which work is being performed at the facility, and expiration date of authorization. CMAR shall immediately collect and return to OWNER each badge for persons no longer needing access to the facility or no longer authorized to access the facility. CMAR shall not allow any individuals onto OWNER facilities who have not been so authorized by the OWNER.
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 OWNER representative.
3. The CMAR is responsible for maintaining security as to each OWNER facility while present thereon and/or therein.
4. CMAR shall not leave any OWNER facility unlocked/unsecured. OWNER facilities shall remain locked at all times unless authorized personnel of CMAR, or its subcontractor, are located on or inside the facility.
5. CMAR shall inform OWNER of every instance of ingress and egress of an OWNER facility. Specifically, for each instance in which CMAR accesses or vacates an OWNER 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 OWNER facility, the CMAR shall inform the designated OWNER representative that CMAR or its 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 OWNER, the CMAR or its subcontractor shall leave each facility in the same condition as it was in prior to accessing the facility. The CMAR or its subcontractor is not permitted to alter or affect the operation or functionality of the facility during the course of work performed thereon. CMAR shall be liable for any and all damage to any part of an OWNER facility resulting in any way from an act or omission of the CMAR or its subcontractor.
8. CMAR and its subcontractor shall adhere to traffic, speed limit, and parking requirements applicable to the facility.
9. Weapons of all kinds are prohibited from all OWNER facilities (including but not limited to concealed weapons in parked cars).

10. OWNER may impose limitations on CMAR's access to a facility at any time when reasonably necessary or prudent in OWNER's sole discretion, including but not limited to, elevated security situations or maintenance activities. CMAR and its subcontractors may be removed and/or precluded from any facility in the event OWNER becomes aware of any act or threat of violence, misconduct, or violation of these requirements, restrictions, and procedures by CMAR and its subcontractors.

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

EXHIBIT H

SUBCONTRACTOR INFORMATION

EXHIBIT H
SUBCONTRACTOR INFORMATION

DEFINITIONS

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

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

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

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

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

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

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

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