

AGREEMENT FOR ENGINEERING SERVICES
CLARK COUNTY WATER RECLAMATION DISTRICT

AND

VTN NEVADA

THIS AGREEMENT is made and entered into this ____ day of March, 2022, by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and VTN NEVADA, (hereinafter referred to as "ENGINEER"), for PROJECT NO. 20003 - CENTRATE AND ACID WASTE PIPELINES, (hereinafter referred to as "PROJECT").

WITNESSETH:

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

NOW, THEREFORE, OWNER and ENGINEER agree as follows:

SECTION I
RESPONSIBILITY OF ENGINEER

- A. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the ENGINEER, its subcontractors and ENGINEERS, and other sources, officers, employees and agents, under this AGREEMENT. In performing the specified services, ENGINEER shall follow practices consistent with generally accepted professional and technical engineering standards.
- B. ENGINEER 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. ENGINEER shall not produce a design that violates or infringes on any patent rights. The ENGINEER shall without additional compensation, correct or revise any error or deficiencies in its designs, drawings, specifications, reports and other services and data or information obtained from other sources. The ENGINEER shall pay all damages, costs and expenses caused by, resulting from, or arising out of ENGINEER'S negligent performance in its design, drawings, specifications, reports, and other services. OWNER'S payment for, or permission or approval of, any products or services furnished by ENGINEER, including data or information obtained from other sources, shall not in any way relieve the ENGINEER of responsibility for the professional and technical accuracy of its work. OWNER review, approval, acceptance, or payment for any of ENGINEER'S services herein shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT, and ENGINEER shall be liable in accordance with the terms of this AGREEMENT and applicable law for all damages to OWNER caused by ENGINEER'S negligent acts, errors or omissions in performance of this AGREEMENT.

- C. ENGINEER shall assign BRIAN RUIZ, as Project Manager to manage the CENTRATE AND ACID WASTE PIPELINES, PROJECT NO 20003. All services specified by this AGREEMENT shall be performed by the ENGINEER'S Project Manager, key employees and sub-ENGINEERS proposed by the ENGINEER under the personal supervision of the Project Manager. All key employees identified by the ENGINEER shall be subject to approval by OWNER'S representative. The Project Manager, the key members of the project team, as well as any sub-ENGINEERS 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 ENGINEER be unable to complete his or her responsibility for any reason, the ENGINEER will replace him or her with a qualified person whom the OWNER'S representative reasonably finds satisfactory. If ENGINEER fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default.
- D. Drawings and specifications completed by the ENGINEER for OWNER become property of the OWNER. A copy of all materials, information, and documents, whether finished, unfinished obtained from other sources, or draft, that is developed, prepared, completed, or acquired by ENGINEER during the performance of services for which it has been compensated under this AGREEMENT, including without limitation detail specifications, design calculations, data, studies, surveys, reports, correspondence, memoranda, maps, models, photographs, drawings and audio or video recordings, shall be delivered to the OWNER'S representative upon completion or termination of this AGREEMENT whichever occurs first. Drawings and specifications retained by OWNER may be utilized only for its use and for occupying the project for which they were prepared, and not for construction of any other project. ENGINEER shall not be liable for damages, claims, and losses arising out of any reuse of the plans and detail specifications on any other project without the written authorization of the ENGINEER.
- E. The ENGINEER shall not produce a design or specification that would violate NRS Chapter 338.
- F. ENGINEER shall furnish OWNER'S representative copies of all correspondence to regulatory agencies for OWNER'S review and approval prior to mailing such correspondence.
- G. ENGINEER 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. ENGINEER 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.
- H. The ENGINEER agrees that its officers and employees will cooperate with the OWNER in the performance of services under this AGREEMENT and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.

- J. 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.
- K. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the ENGINEER makes no warranty that the OWNER'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER'S opinions, analyses, projections, or estimates. The provisions of this Paragraph J shall not, however, relieve ENGINEER from complying with professional standards in fulfilling the terms of the AGREEMENT, including opinions of cost, financial analyses, economic feasibility projects, schedules for potential projects, and data and information obtained from other sources.
- L. ENGINEER 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 ENGINEER in the performance of services under this AGREEMENT and will be available for consultation with ENGINEER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by ENGINEER under this AGREEMENT shall be subject to review and approval by OWNER'S representative, 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 ENGINEER by written notice before the effective date of each such delegation.
- C. The services to be performed by ENGINEER under this AGREEMENT shall be subject to periodic review by OWNER'S representative. The OWNER'S representative's review comments shall be reported in writing to ENGINEER in writing. To prevent an unreasonable delay in ENGINEER'S work, the OWNER'S representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the ENGINEER within twenty-one (21) calendar days of receipt of such documents. It is understood that OWNER'S representative's review comments do not relieve ENGINEER from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.

- D. OWNER shall, (without charge), furnish to, or make available for examination or use by, ENGINEER (as it may request), any data 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.

ENGINEER shall return original data provided by OWNER.

SECTION III SCOPE OF SERVICES

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

SECTION IV CHANGES TO SCOPE OF SERVICES

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

SECTION V ADDITIONAL SERVICES OF ENGINEER

- A. Additional Services will be provided only if authorized in writing by OWNER.
- B. The ENGINEER 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 ENGINEER under this AGREEMENT.

SECTION VI COMPENSATION AND TERMS OF PAYMENT

A. General Progress Payments:

The ENGINEER 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 Engineering Services:

1. The OWNER shall pay the ENGINEER for services in Section III, Scope of Services, **Exhibit A**, Task 1 through 9 a fee not to exceed \$1,445,651 (the "Task Amount").

Task 1 – Project Management (Lump Sum)

Task 2 – Planning Study (Not Used)

Task 3 – Pre-design / Basis of Design Report (Lump Sum)

Task 4 – Detailed Design (Lump Sum)

Task 5 – Bid Period Services (T & M)

Task 6 – Engineering Services during Construction (T & M)

Task 7 – Construction Field Administration (Not Used)

Task 8 – Project Commissioning (T&M)

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 ENGINEER'S estimate of the percentage of project completion as approved by the OWNER'S representative. The OWNER's obligation to pay ENGINEER cannot exceed the not to exceed Task Amount. It is expressly understood that the entire work described in **Exhibit A** must be completed by ENGINEER and it shall be the ENGINEER'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 ENGINEER's invoices describing the work performed to reach the recognized milestone.
3. The OWNER agrees to pay ENGINEER 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 \$ 296,278 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 \$ 1,741,929.

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. ENGINEER'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 ENGINEER submits after six (6) months from the date ENGINEER 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

ENGINEER 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 ENGINEER in breach of contract, terminate the AGREEMENT, and designate ENGINEER as non-responsible if responding to future requests for proposal.

6. Request for payment shall be submitted electronically on ENGINEER'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 ENGINEER 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 ENGINEER'S travel expenses directly related to this work. ENGINEER shall only receive reimbursement in the amounts that are consistent with the applicable travel guidelines established by the OWNER in the attached Contractor/ENGINEER 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 ENGINEER not more than ninety-five (95) percent of the amount of any progress payments due under the Contract until the Engineer 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.

The OWNER shall pay the ENGINEER 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 ENGINEER'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 ENGINEERS to submit progress billings monthly.

9. OWNER'S representative shall subtract from any payment made to ENGINEER all damages, costs and expenses caused by, resulting from or arising out of negligent errors or deficiencies in ENGINEER'S designs, drawings, specifications, reports and other services that have not previously been paid by ENGINEER.
10. In the event that ENGINEER contemplates the use of subcontractors to perform some of the services required herein it is understood and agreed that the above-mentioned compensation includes a handling charge not to exceed five (5%) percent to reflect increased expenses to ENGINEER occasioned by utilization of such subcontracts. If such subcontractors are not utilized, or utilized to a lesser extent than originally projected, such compensation should be reduced accordingly. OWNER may require verification of all amounts paid subcontractors by ENGINEER.

11. Upon satisfactory completion by ENGINEER of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by OWNER, which acceptance will not be unreasonably withheld, ENGINEER will, within sixty (60) days of OWNER'S receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.
12. OWNER may withhold any payment or portion thereof which is disputed until such time as the dispute is resolved without paying any interest associated with the payments withheld.

SECTION VII
AUDIT: ACCESS TO RECORDS

- A. The ENGINEER shall maintain books, records, documents, and any other materials directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation or support of the cost submission and a copy of the cost summary submitted to the OWNER. The OWNER, and the State of Nevada Department of Conservation, and Natural Resources, Division of Environmental Protection, or any of their duly authorized representatives, shall have access to such books, records, documents, and other materials for the purpose of inspection, audit, and copying. The ENGINEER will provide proper facilities for such access and inspection. ENGINEER 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 ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs A and B above, to any of the agencies referred to in paragraph A above, provided that the ENGINEER is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and further provided that the final audit report will include written comments of reasonable length, if any, of the ENGINEER.
- D. Records under paragraphs A and B above shall be maintained and made available during performance under this AGREEMENT and until three years from date of final payment for the project. In addition, those records 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 ENGINEER, except as identified in the ENGINEER'S cost proposal, without prior written approval of OWNER.
- B. Prior to considering ENGINEER'S request to subcontract, or change subcontractors, the ENGINEER shall provide a one or two-page written report to OWNER stating what talents, skills and experience the subcontractor brings to the PROJECT including 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 ENGINEER'S request to subcontract, or to change subcontractors, or acceptance of or payment for subcontracted work by OWNER, shall not in any way relieve ENGINEER of responsibility for the professional and technical accuracy and adequacy of the work. ENGINEER shall be and remain liable for all damages to OWNER caused by negligent performance or nonperformance of work under the AGREEMENT by ENGINEER'S subcontractor or their sub-subcontractor.
- D. ENGINEER shall not be entitled to additional compensation should OWNER approve of ENGINEER'S request to subcontract.

SECTION IX TIME SCHEDULE

ENGINEER shall provide OWNER'S representative with the final schedule for performance of services not later than **ten (10) calendar days** after ENGINEER receives written notice to proceed from OWNER'S representative. The schedule shall set forth not more than **(499) calendar days from Notice to Proceed for Tasks 1 through 5** as a period of time which may reasonably be required to complete the services identified in **Exhibit A**, the schedule shall set forth **(950)** 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 ENGINEER will provide a **twenty-one (21) calendar day** allowance for each OWNER review period. If the ENGINEER'S performance of services is delayed or the ENGINEER'S sequence of tasks is changed, ENGINEER shall notify the OWNER'S representative in writing of the reasons for the delay. The ENGINEER shall then prepare a revised schedule for performance of services and submit the revised schedule to the OWNER'S representative. The ENGINEER shall perform and complete the work according to the schedule furnished to OWNER'S representative. If the ENGINEER is delayed by conditions within his control, as determined by OWNER after consultation with the ENGINEER, OWNER shall have the right to increase the percentage withheld from monthly payments under Section VI.B of this AGREEMENT until such time as the ENGINEER has complied with the schedule requirements or presented an acceptable plan for such compliance. Such withholdings by OWNER will not require payment of interest under the provisions of Section VI.B.

SECTION X
MISCELLANEOUS PROVISIONS

A. Suspension

OWNER may suspend performance by ENGINEER under this AGREEMENT for such period of time as OWNER, in its sole discretion, may prescribe by providing written notice to ENGINEER at least ten working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay ENGINEER the amount, earned until the effective date of suspension (less all previous payments, based on percentage of PROJECT completion. ENGINEER shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event the OWNER suspends performance by ENGINEER for any cause other than the error or omission of the ENGINEER, for an aggregate period in excess of thirty days, ENGINEER shall be entitled to an equitable adjustment of the compensation payable to ENGINEER under this AGREEMENT to reimburse ENGINEER for additional costs incurred by ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER at the time of termination may be adjusted to the extent of any additional costs incurred by the OWNER by reason of the ENGINEER'S default.
4. If ENGINEER 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 ENGINEER 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 ENGINEER delivered to the OWNER due to cancellation of all or portions of the work or contract termination, which is utilized by the OWNER in any way, shall have the ENGINEER'S name and seal removed.
7. If after OWNER terminates for ENGINEER'S failure to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, OWNER shall be deemed to have terminated for OWNER'S convenience. In such event, ENGINEER'S compensation shall be equitably adjusted as provided in paragraph 4 of this section.
8. The rights and remedies of the OWNER and the ENGINEER provided in this section are in addition to any other rights and remedies provided by law, 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 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting ENGINEER'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 ENGINEER, if after notice and hearing the OWNER determines that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the ENGINEER (or any other agent or representative of the ENGINEER) to any officer or employee of the OWNER, with a view toward securing a contract or 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 above in paragraph 1, the ENGINEER shall be deemed to have breached this AGREEMENT and OWNER shall be entitled:
 - a. to pursue the remedies against the ENGINEER for breach of the AGREEMENT by the ENGINEER; and
 - b. as a penalty, in addition to any other damages which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not

less than three nor more than ten times the costs incurred by the ENGINEER in providing any such gratuities to any such officer or employee.

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

E. Insurance

In Accordance with requirements set forth in Exhibit E, ENGINEER 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. ENGINEER'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. ENGINEER 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 ENGINEER, and ENGINEER's employees and/or agents, in the performance of this AGREEMENT. Should ENGINEER engage subcontractors approved by OWNER as provided in Section VIII, ENGINEER 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 ENGINEER 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 ENGINEER and/or subcontractor in an amount respectfully proportionate to the liability of the ENGINEER and/or subcontractor.
2. ENGINEER 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 ENGINEER, and ENGINEER'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. ENGINEER 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. ENGINEER acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. ENGINEER 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 ENGINEER in breach of contract, terminate contract, and designate ENGINEER as non-responsible.
2. In connection with the performance of work under this AGREEMENT, the ENGINEER 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 ENGINEER 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 ENGINEER constitutes a material breach of contract.

H. Warranty of Legal Compliance and Lack of Conflict

In entering this AGREEMENT, the ENGINEER 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. ENGINEER further covenants that in the performance of said services, no person having any such interest shall be employed. In all other regards, ENGINEER 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. ENGINEER 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 ENGINEER'S violation of any contract provision or Laws, or the existence of a conflict of interest by ENGINEER. Nothing in this AGREEMENT or in any requirement under this AGREEMENT shall be construed to mean that ENGINEER should perform any work in violation of any contractual provisions and/or Laws.

I. Independent Contractor

ENGINEER expressly covenants and agrees that the ENGINEER'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 ENGINEER'S performance hereunder shall constitute or create an employee/employer relationship between OWNER and ENGINEER. Neither ENGINEER, nor its employees, shall be eligible for any benefits applicable to active employees of OWNER. ENGINEER 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. ENGINEER'S authority is limited to providing/performing the Goods/Services, and ENGINEER 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 ENGINEER 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
- 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: Contractor/ENGINEER 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 ENGINEER 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 ENGINEER 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 CONSULTANT 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 ENGINEER, to represent an express or implied endorsement of the ENGINEER 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
JARED MARELLI, PROJECT MANAGER
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122
PHONE 702-668-8151
EMAIL JMARELLI@CLEANWATERTEAM.COM

TO ENGINEER:

VTN NEVADA
ROBERT C. HOSEA, III
SECRETARY
2727 SOUTH RAINBOW BLVD
LAS VEGAS, NV 89146
PHONE 702-873-7550
EMAIL ROBERTH@VTNNV.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 ENGINEER 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 ENGINEER with literature, data, or technical information that OWNER considers necessary for the ENGINEER to provide/perform the

Goods/Services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, OWNER shall so inform ENGINEER and CONSULTANT agrees not to disclose this information except as approved by OWNER in writing. ENGINEER 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. ENGINEER 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, ENGINEER shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.
5. ENGINEER 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. ENGINEER 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 ENGINEER 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**

VTN NEVADA

By: _____

THOMAS A. MINWEGEN

General Manager

By:  _____

ROBERT C. HOSEA, III

SECRETARY

APPROVED AS TO LEGALITY ONLY:

By:  _____

DAVID J. STOFT

General Counsel

EXHIBIT A

SCOPE OF SERVICES

**EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
CENTRATE AND ACID WASTE PIPELINES
PRE-DESIGN, DESIGN, BID AND SERVICES DURING CONSTRUCTION
CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 20003**

PURPOSE OF EXHIBIT

The purpose of this Exhibit A is to establish the Scope of Services to be provided by VTN Nevada to the Clark County Water Reclamation District (District) in connection with Centrate and Acid Waste Pipelines. Nothing in this Exhibit is to be construed to either conflict or take precedence over the terms and conditions of the primary Agreement. All scope of service Tasks identified herein shall be performed in accordance with Exhibit A1 Scope of Services Execution Requirements Version 3 unless otherwise noted as [Not Used].

PROJECT BACKGROUND

PROJECT HISTORY

- The District owns and operates the Flamingo Water Resource Center (FWRC). Divided into the West and East Campus by the Las Vegas Wash, the FWRC includes preliminary, primary, secondary, tertiary, and solids handling treatment processes. The Solids Treatment Facility East on the East Campus was completed in December 2009 under District Project 554. The facility receives separately thickened primary sludge and thickened waste activated sludge from the West Campus, conveyed through approximately 1 mile of pipelines crossing the Las Vegas Wash. Centrifuges in the facility dewater the blended sludge. The dewatered cake is hauled to a landfill for disposal. The centrate is then collected in centrate collection wet wells where it is pumped back to the Primary Clarifier Crossover Structure on the West Campus and distributed to Primary Clarifiers 7 through 14. The centrate is pumped and conveyed to the West Campus through two 14-inch High Density Polyethylene (HDPE) pipelines, crossing the Las Vegas Wash.
- The three pumps from the Centrate Transfer Pump Station (on the basement floor of the Solids Treatment Facility East) that transfer centrate to the West Campus have been severely underperforming, prompting Centralized Maintenance to request a study to find the cause(s) of the performance issues. Centralized Maintenance performed interviews of District personnel in Operations and Maintenance and the findings are provided in a report that was finalized in August 2019. Based on their interviews and investigation, Centralized Maintenance reported that reduced pump performance may be due to bacteria buildup in the suction header clogging impeller cavities. Reduced performance may also be due to the buildup of solids inside the approximately 6,800 linear feet of two centrate pipelines (a drop of approximately 27 feet when the pipelines cross the Las Vegas Wash may also be another cause).

NEED FOR PROJECT

- The Solids Treatment Facility East produces dewatered cake that is disposed of at the landfill and sends approximately 1 million gallons per day (MGD) of centrate to the West Campus. The centrate is transported via two 14-inch HDPE pipelines, if anything were to happen to the pipelines, centrate will have nowhere to go.
- Centralized Maintenance identified pump performance issues of the three centrate pumps located within the Solids Treatment Facility East, in addition to the clogging of the existing 14-inch HDPE pipelines that route the centrate to the West Campus. Without relief, the performance of the pumps will continue to deteriorate. Any damage to the existing HDPE lines without a backup system may result in costly repairs and impacts to the Solids Treatment Facility East process.

PROJECT DESCRIPTION

This project will provide pre-design, Reliability Centered Design, detailed design, bid support, and engineering services during construction. Detailed plans and specifications will be submitted for bidding and construction purposes. The project will include:

- Construction of new centrate pipeline(s), noting that the alignment, diameter, number, and material of pipelines are to be determined by the Consultant.
 - The Consultant will be provided as-builts & existing pothole data and will perform own analysis so that the alignment avoids or reduces utility conflicts.
 - The alignment is to meet three fixed points. It is to begin at the location of tie-in point to the existing Centrate Transfer Pump Station. The alignment will cross the Las Vegas Wash, utilizing existing utility casings constructed under District Project 511D. The end point of the alignment is to connect to the future centrate vault to be constructed under District Project 19011 FWRC DAFT 5. Refer to Attachment 2 to Exhibit A, Project Map, for a conceptual alignment showing these three fixed points. The alignment shown on the Project Map exhibit is only a conceptual illustration, but the three fixed points are to be incorporated in the design.
 - The Consultant is to determine the best possible pipeline alignment, diameter, number, and material that will provide redundancy to the existing centrate pipelines, increase reliability of the centrate conveyance process, maximize service life, and reduce construction and maintenance costs.
 - The Consultant is also to determine the need for an interconnection between the new centrate pipeline(s) and the existing 14-inch chemical wash waste pipeline at the Acid Waste Basin and Pump Station on the East Campus.
 - The new centrate pipeline(s) will contain cleanouts/access ports for routine cleaning and maintenance, spaced approximately 1,000 linear feet apart, or what is the best design practice.
- Installation of cleanout/access port locations on the existing two 14-inch HDPE centrate pipelines, with a spacing of approximately 1,000 linear feet, or what is the best design practice. The cleanouts/access ports will allow the existing centrate pipelines to be periodically cleaned and maintained.

- Construction of pump and piping improvements to the Centrate Transfer Pump Station, in order to increase pump capacity and performance that will work with the existing and proposed systems, and to reduce existing hydraulic limitations. The 90% design of the Centrate Transfer Pump Station improvements has been completed under District Project 19002 FWRC Demolition of Retired Facilities. The Consultant is to incorporate the 19002 90% design. In the event that Consultant concludes a design element does not conform to engineering best practices, Consultant shall notify the District. Any changes deviating from 19002 design must be approved by the District. A summary of all design changes will be provided by the Consultant.

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 review 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.

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. Design 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, the Design Consultant, and selected District staff with representatives from Design Engineering, Construction Management, Operations, Process Controls, 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 STAGING AND SEQUENCING

This project will be constructed concurrently with the following FWRC projects; 19002 FWRC Demolition of Retired Facilities; 19003 FWRC M&O Chemical Facility; 19005 FWRC Preliminary and Primary Treatment Improvements; 19007 FWRC Secondary Treatment Aeration Basins and Clarifiers (150 MGD Expansion); 19011 FWRC DAFT 5; 19102 FWRC Primary Sludge Thickening Improvements. Project 19011 will construct the centrate vault that the new centrate pipeline(s) will connect to north of the new Dissolved Air Flotation Thickener 5. The new centrate pipeline(s) tie-in design at the centrate vault will require coordination with project 19011, and plant operations for shutdowns, bypassing and sequencing. Refer to Attachment 2 to Exhibit A, Project Map, for the overall limits of this project 20003.

SCOPE OF WORK

The Scope of Work is divided into 10 tasks, with 3 tasks not being utilized as listed below. The different tasks parallel the stages associated with project implementation. Each task consists of a series of separate activity efforts.

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
- Task 6 – Engineering Services during Construction
- Task 7 – Construction Field Administration **[Not Used]**
- Task 8 – Project Commissioning
- Task 9 – Contingency **[Not Used]**
- Task 10 – Additional Services

Task 1. PROJECT MANAGEMENT

Consultant shall perform the following:

1.1 Communications and Correspondence

Consultant shall include District Project Manager and back up on all project related communications and correspondences.

1.2 Meetings and Workshops

Consultant shall facilitate the execution of the following meetings and workshops:

1.2.1 Kick-off Meeting

Conduct a Kick-off meeting.

1.2.2 Workshops

Workshops consist of Technical and Reliability Centered Design workshops. All workshops may be associated with the preparation and review of Technical Memoranda and interim design work products.

1.2.2.1 Technical Workshops

Conduct four (4) technical workshops to discuss topics as specified below:

- Improvements to the existing centrate pipelines – one (1), two (2) hour workshop to discuss the existing pipeline performance issues, inspections, and improvements to increase performance.
- New centrate pipeline(s) alignment evaluation and design requirements – one (1), two (2) hour workshop to discuss alignment alternatives for the new pipeline(s).
- Analysis of the existing and new pipeline hydraulic models – one (1), two (2) hour workshop to discuss hydraulic capacity and requirements.
- Improvements to the existing Centrate Transfer Pump Station – one (1), two (2) hour workshop to discuss what the electrical and other requirements are for the existing and new centrate pumps.

1.2.2.2 Reliability Centered Design Workshops (Additional Services)

(The Reliability Centered Design Workshops task is included in additional services and will be provided upon request by the District)

Consultant will provide an experienced RCD facilitator with knowledge of wastewater treatment processes to lead the RCD Workshop(s). Workshop(s) will include at minimum the RCD facilitator, District selected individuals from Engineering, Operations, and Maintenance Service Centers, and the Consultant design lead project manager.

The RCD Facilitator will be provided the following to prepare for the RCD Workshop(s):

1. Draft BODR containing 30% level design drawings including P&ID and electrical single line.
2. Process flow diagram
3. Mechanical Equipment List
4. District Risk Matrix
5. List of functions for each process
6. District FMECA template
 - o RCD Facilitator is to review documents and conduct workshops to obtain input from stakeholders to develop the FMECA, and one workshop to go over the FMECA. Each workshop is expected to require attendance for two (2) four (4) hour sessions.

Two weeks in advance of the first interview workshop, Consultant will organize and coordinate a one (1) hour meeting with District project manager to review workshop agenda, discussion topics and District-provided materials. In attendance shall be the RCD Facilitator, Consultant project manager, and design manager. Proposed agenda will be furnished to the District in advance of the meeting.

1.2.3 Progress/ Status Meetings

Conduct **12** monthly progress meetings of approximately one (1) hour each. Non-local staff will join via Microsoft Teams for the meetings.

1.2.4 Deliverable Review Workshops

Conduct review workshops identified in the table below.

Pre-Design	Design
Draft Basis of Design Report	60 Percent Design Submittal
	90 Percent Design Submittal
	100 Percent Design Submittal

Consultant will adhere to the established District procedure and timelines for submittal reviews.

1.2.5 External Coordination Meetings

Consultant shall conduct 2 coordination meetings with: Southwest Gas, NV Energy.

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

1.3 Reviews, Approvals and Permits

Consultant shall assist the District with the procurement of the following:

1. Clark County Grading Permit
 - o Consultant shall assist the District in the procurement of the Grading permit after the 60% Design Submittal phase begins. At the 90% Design Submittal the Consultant shall submit a stamped submittal for the Grading permit including a current Geotechnical report. Prior to the 100% Design submittal, the Consultant shall have any and all issues related to the Grading Permit fully resolved. This will allow the contractor to pick up the permit at the Clark County Building Department when the District grants Notice to Proceed.
 - o Geotechnical engineer is to provide a grading plan review letter per Southern Nevada Amendments to the International Building Code SNBCA 1803.6 No. 27,

stating the grading and foundation plans were reviewed and “are consistent with the stated geotechnical design criteria.”

2. **Technical Drainage Study Waiver Letter**

- Consultant shall assist the District in the procurement of a Technical Drainage Study waiver. This letter is to be attached to the Grading Permit.

1.4 Project Execution Plan

Consultant shall provide a Project Execution Plan (PEP).

1.5 Schedule and Progress Reporting

Consultant shall prepare and provide schedule and progress reporting, which will include the completion and monthly update of the Financial Period Cash Flow Projection Form. This District provided form will report the projected monthly invoice amounts for the entire project duration.

1.6 Construction Cost Estimates

Consultant shall prepare construction cost estimates for the RCD, 60%, 90%, and 100% Detailed Design Submittals, Bid Document Submittal, and after each addendum.

1.7 Project Coordination

Consultant shall perform project coordination for all activities internal to Consultant design team, including sub-consultants as well as assist the District with outside Agencies. Consultant shall maintain a project correspondence log.

1.8 Invoicing

Consultant shall provide invoices in accordance with the requirements stated within the Agreement and District standards.

Tasks 5,6, and 8 will be performed on a time and materials basis. Task 10 will be performed on a time and material basis or lump sum as agreed by the District and Consultant at time of authorization. All other Tasks identified herein shall be performed on a lump sum basis.

1.9 Quality Management

Consultant shall provide a quality management plan as a part of the Project Execution Plan.

1.9.1 Quality Assurance and Discipline Coordination Certificate

Consultant shall provide signed Quality Assurance and Discipline Coordination Certificate with each progress design submittal.

1.10 Assistance with Environmental Assessment Development [Not Used]

1.11 Document Control

All documents shall be submitted in accordance with District standards.

1.11.1 Technical Memoranda

The Consultant shall evaluate the project specific technical items and prepare a technical memorandum (TM) for each technical workshop identified under Task 1.2.2.1. These shall include a total of four (4) TM's. The TM's are to outline the design strategy of each topic for District's review and comments. District comments and District requested modifications shall be compiled and serve as the basis of design.

Twenty (20) hard copies and one (1) electronic copy of each TM shall be submitted.

1.12 Risk Management

Consultant shall prepare and maintain a project risk register.

Task 2. PLANNING STUDY [NOT USED]

Task 3. PRE-DESIGN / BASIS OF DESIGN REPORT / RCD

Consultant shall perform pre-design and prepare the Basis of Design Report (BODR) and RCD Report as follows:

Consultant shall submit twenty (20) hard copies, one (1) full-sized set of plans, and one (1) electronic copy of the BODR and RCD Report.

Consultant will document the decisions, recommendations, preliminary plans, site layouts, project descriptions, and design criteria established during the preliminary design phase into a BODR. The BODR will serve as a record of the decisions made during the preliminary design and provides basis for detailed design.

3.1 Review Reference Documents

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

1. FWRC East Campus Record Drawings
2. 18003 FWRC Expansion Master Plan and BODR for background information on primary cross over structure and solids handling
3. 19002 FWRC Demolition of Retired Facilities – Centrate Transfer Pump Station Improvements
4. 19003 FWRC M&O Chemical Facilities
5. 19007 FWRC Secondary Treatment Aeration Basins and Clarifiers (150 MGD Expansion)
6. 19102 FWRC Primary Sludge Thickening Improvements
7. 19011 FWRC DAFT 5
8. 554 Solids Dewatering Facility (Solids Treatment Facility East)
9. Plans of Primary Clarifiers showing pump station for centrate pipelines
10. District Risk Register for RCD Evaluation
11. RCD Roadmap document
12. Centrate Transfer Pumps at FWRC – A report on a preliminary assessment of under performance
13. Centrate Transfer Pumps at FWRC – Recommendations for improved performance and reliability (Draft)

14. CCWRD RCD Guidance Document
15. Previous Geotechnical Reports

3.2 Background Information and Data Collection

Consultant shall gather the following information at project onset:

1. District FWRC GIS shape files
2. District FWRC SCADA data

3.3 Systems Evaluation / RCD Evaluation (ADDITIONAL SERVICES)

(The System Evaluation/RCD Evaluation task is included in additional services and will be provided upon request by the District)

After submittal of Draft BODR, Consultant shall utilize the District Risk Matrix, the mechanical equipment list, the process functions list, the process flow diagram, the process instrumentation diagram, and the electrical one-line diagrams to conduct the RCD analysis. Consultant shall perform the following tasks:

1. **System Process Criticality:** Assess the criticality of the different processes at the system level. Identify the most critical parts of the different processes and systems. Compare and consolidate with District Risk Matrix.
2. **Prepare Asset Register Hierarchy:** Identify the assets and compile an asset register. Develop hierarchy level and grouping for the asset register. Each asset that has a unique asset tag identification shall be included in the anticipated register. It is anticipated the asset register will be utilized for future Reliability Centered Maintenance (RCM) exercises (not a part of this scope of work) when integrating the future asset management system for the new facilities into the District's computer maintenance management system, Maximo.
3. **Provide RCD Workshop(s):** Facilitate the RCD workshops as outlined in task 1.2.2 Technical Workshops.
4. **Perform Failure Mode Effects and Criticality Analysis (FMECA):** Identify for each of the functions developed for a system the failure modes which may result in loss of that function. Analyze the impacts and overall effects of the identified failure modes and determine whether loss of the function is "critical" or "non-critical". Utilize the Districts Risk Matrix for this determination. Utilize the FMECA outcome for recommendations to the design that may eliminate or mitigate the effects of failure. Results of the FMECA are to be documented on the District standard template. This task will be completed collaboratively through workshops.
5. **Develop One Time Opportunities:** Consultant shall utilize results of the FMECA and process interview to collaborate with the core RCD Team and develop a list of potential modifications that will improve the overall performance of the design assets. This list shall be provided to the District in advance of the Draft RCD report to review and provide additional input and comments. The following info shall be included for each item identified:
 - A short description of the suggested modification
 - A rough cost estimate for each modification
 - An evaluation of the effort required for implementation
 - An evaluation of the impact expected from implementation
 - An evaluation of criticality and basis of the criticality assignment

- Assignment of responsibility for implementation (Design or O&M)
- Identification of type of modification (Design, Process, or Maintenance)
- 6. **Prepare RCD Report:** Consultant shall submit a Draft version of the complete RCD report for review and comments. Final version of the RCD report to be included as a chapter of the Final BODR.
 - **RCD Report Outline**
 - Executive Summary of Analysis Results
 - Project Overview
 - General Statistics
 - Overall Project Objectives and Deliverables
 - Reliability Centered Design Results
 - Scope of the Analysis and Detailed Results
 - Asset Register
 - Analysis Boundary Definitions
 - Identification of Operational Performance Objectives
 - Key Results
 - FMEA-Based Criticality Analysis
 - RCD One-Time Opportunities with Cost Estimates
 - Asset Redundancies and Strategic Spare Parts Identification
 - RCD Study Conclusions
 - Appendix
 - Meeting minutes and/or notes from workshop interviews
 - All output from any software utilized in FMECA analysis
 - One-Time Opportunities
 - Asset Hierarchy and Asset Schedule
 - Process Issues and Areas of Concern
 - Prepare costs associated with each recommendation

3.4 Recommend Improvements

Consultant shall prepare the following improvement recommendations with cost estimates:

1. Improvements to the existing centrate pipelines
2. New centrate pipeline(s) alignment
3. Electrical and Mechanical requirements and recommendations

3.5 Basis of Design Report Outline

The following outline is anticipated for the Basis of Design Report (BODR). This task assumes a Draft BODR will be submitted in the Pre-Design phase. The comments from the draft BODR and the results of the RCD analysis process will be incorporated into the Final BODR, which will be submitted during the 60% Design phase.

CCWRD Project No. 20003 – Centrate and Acid Waste Pipelines

January 24, 2022

- I. Executive Summary
- II. General
 - a. Background and Purpose
 - b. Design Criteria
 - c. Codes and Standards
- III. Pipeline Design Criteria-Improvements to Existing Centrate Pipelines
 - a. Evaluate Existing Utilities
 - b. 19002: 90% design and evaluation of improvements to Centrate Transfer Pump Station
 - c. Pipeline Hydraulics
 - d. Mechanical
 - e. Field Investigation Results
 - i. Geotechnical
- IV. New Centrate Pipeline(s) Design Criteria
 - a. Evaluate Existing Utilities
 - b. Pipeline Hydraulics
 - c. Civil
 - d. Mechanical
 - e. Electrical, Instrumentation and Controls
 - f. Structural Evaluation
 - g. Pipeline Alignment, Construction
 - h. Field investigation Results
 - i. Geotechnical
 - ii. Dewatering
- V. Permits and Easements
 - a. Construction Access
 - b. Groundwater Discharge
- VI. Cost and Schedule
 - a. Construction Costs
 - b. Construction Schedule
- VII. Final Deliverables
 - a. 30% Drawings (Plan and Profile)
 - b. BODR Report
- VIII. Appendix
 - a. Technical Memoranda
 - b. Meeting Notes
 - c. Issues/Decision Log
 - d. 30% Design Drawings

- e. RCD Report (Included with Final BODR if authorized by the District)

3.6 Basis of Design Report Submittals

Consultant shall submit Draft and Final of the BODR.

Task 4. DETAILED DESIGN

Consultant shall perform the following:

4.1 Utility Location and Rights-of-Way

Consultant shall research the above and below ground utilities within the affected areas of the project as well as determine all potential impacts from right-of-way, easements, and property information required.

4.1.1 Easements [Not Used]

4.1.2 Survey Controls, Topography, and Utility Locations

From aerial photogrammetry provided by the District, Consultant shall establish survey controls (horizontal and vertical), provide 1-foot and 5-foot contours, and utility location field surveys. Aerial photogrammetry may not encompass all of the project area, additional aerial photogrammetry to be provided by the Consultant.

Survey controls shall be tied to the FWRC Control Network Identified in record of survey book 195, page 0057.

Design Drawing to include a control plan signed and sealed by a Nevada Professional Land Surveyor.

4.1.3 Record of Survey [Not Used]

4.1.4 Subsurface Utility Engineering (SUE)

Consultant shall provide SUE to determine utility locations and depths along pipeline alignment, structures and appurtenances. Prior to SUE, Consultant will review existing District SUE information and eliminate or modify any identified duplicate information. Following SUE investigation, utility location field survey shall be performed.

Grounds Penetrating Radar (GPR) and/or electromagnetic detection shall be utilized prior to potholing to verify underground utilities to achieve a SUE quality level B. Consultant or its sub-consultant will tie into the FWRC control network identified in subtask 4.1.2. Furthermore, GPR scans shall be tied in with surveyed surface utility features, and Consultant, or sub-consultant will reference District provided Record Drawings for utility identification. Utilities too small to be traced by the GPR shall be located with precision utility locator equipment.

Submit rectified CAD file of the GPR scan, including 3D linework. It shall be submitted in compliance with District CAD standards.

This contract assumes up to 60 potholes will be provided.

4.2 Field Investigations

Consultant shall provide the following field investigations:

4.2.1 Geotechnical

Provide geotechnical engineering services;

This contract assumes up to 10 borings will be provided;

CCWRD Project No. 20003 – Centrate and Acid Waste Pipelines

January 24, 2022

4.2.2 Dewatering

Provide geotechnical engineering services to measure groundwater depth and perform hydrogeologic aquifer testing. Hydrogeologic Aquifer Testing shall determine hydraulic conductivity, estimated flow rates for lowering the water table 3-feet below bottom of excavation, and a dewatering induced settlement impact evaluation to neighboring structures within the zone of influence; the settlement impact evaluation shall include recommendations to mitigate damage to structures and surface features.

Field investigations and testing shall comply with Exhibit A1. No sampling or lab testing shall be required.

Prepare and submit a dewatering plan, for planning purposes, i.e. not for construction, showing locations of dewatering wells, header and discharge piping, settling tank(s), and discharge location (s); the dewatering plan shall include calculations confirming sufficient storage capacity in the asset(s) receiving discharge. The dewatering plan will be utilized to inform the preparation of design plans and specification. It is assumed that the Contractor will prepare their own groundwater dewatering plan at the time of construction.

This contract assumes up to 3 monitoring wells will be provided.

4.2.3 Flow Monitoring [Not Used]

4.2.4 Closed Circuit Televising [Not Used]

4.3 Prepare Plans and Specifications

Consultant shall prepare the following, which shall be in compliance with Exhibit A1 version 3:

4.3.1 Contract Documents

Prepare plans and specifications to bid and construct facilities as recommended in the Basis of Design Report, and as directed by the District.

Major Design Elements includes:

- Construction of new centrate pipeline(s) to provide system redundancy and increase reliability of the centrate conveyance process.
- Installation of cleanouts/access ports on the existing centrate pipelines.
- Improvements to the Centrate Transfer Pump Station based on project 19002 90% design.

4.3.2 Codes and Standards

Prepare plans and specifications in accordance with the latest editions of the pertinent codes and regulations, as adopted by the District.

4.3.2.1 Design Compliance to Standards Certification

Provide Design Compliance to Standards Certification.

4.3.3 Format

Prepare all document pages, including specifications and drawings, to show the District Project Number and Project Name. The District Project Number and Name shall be located in the foot note on specifications and other written documents, and under the project name in every drawing. The specific text shall read "**CCWRD No. 20003 – Centrate and Acid Waste Pipelines**"

4.3.4 Submittal

Submit half size sets and one (1) full size set of progress plans and technical specifications to the District for review and comment at the 60%, 90%, and 100% stages of design. Consultant shall submit 20 half size hardcopies of plans and specifications for each design stage.

4.3.5 Specifications

Prepare specifications in CSI 2010 format and coordinate with District Project Manager in the development of bid items. The Consultant will prepare up to 15 specifications Division 00 and 01, where the District will prepare the remainder. Consultant will prepare Division 02 through Division 48 specifications. Consultant shall make certain referenced standards and listed product / material information are current.

4.3.6 Submittal Schedule Preparation

Provide Submittal Schedule Preparation in compliance with Exhibit A1.

4.3.7 Asset Schedule Name Plate Data

Provide completed Asset Schedule Name Plate Data spreadsheet in compliance with Exhibit A1.

4.3.8 Community Outreach Exhibits [Not Used]

4.3.9 Operational Philosophy Document

The Consultant will prepare an Operation Philosophy Documents written for use by District personnel and for submittal to NDEP. It shall be structured for ease in locating and providing quick access information. The document will include the following information:

1. Introduction and basis of design
2. Detailed process descriptions that include:
 - a. Physical characteristics
 - b. Operating parameters
 - c. Standard operating procedures
 - d. Start-up procedures
 - e. Shutdown procedures
 - f. Abnormal or emergency operating procedures
 - g. Process controls
 - h. Troubleshooting
 - i. Process monitoring and evaluation
 - j. Final process monitoring and evaluation

Task 5. BID PERIOD SERVICES

Consultant shall perform the following:

5.1 Distribution of Contract Documents

District will utilize electronic bid house to be managed by the District for bid document distribution service.

5.2 Response to Bid Period Questions

Respond to questions in accordance with District standards.
CCWRD Project No. 20003 – Centrate and Acid Waste Pipelines

January 24, 2022

5.3 Pre-bid Conference

Attend a pre-bid conference.

5.4 Attend a pre-bid conference. Addenda

Prepare up to two (2) addenda to contract documents during bidding period.

5.5 Bid Opening and Review

Assist the District in the review of the submitted and qualified Bids.

5.6 Conformed Documents

Prepare Conformed Plans and Specifications for construction.

5.7 Coordination

Manage and coordinate Design Team to provide support during Bid Period Services.

Prepare and submit monthly invoices for Task 5 work performed in accordance with the requirements stated within the Agreement and District standards.

Task 6. ENGINEERING SERVICES DURING CONSTRUCTION

Consultant shall perform the following:

6.1 Submittal Review

Manage, review, approve (or reject as necessary) and document / log the contractor technical submittals and/or shop drawings for compliance with the contract documents. The Consultant shall anticipate two (2) review cycles for all submittals.

The number of submittals shall be assumed as 175. It is assumed 175 submittals will be reviewed twice for a total of 350 submittal reviews.

6.2 Contract Documents Interpretation and Clarification

Interpret the technical content of drawings and specifications for requests for clarification and/or deviation from the contractor assigned to the Consultant by the District. Review, document, recommend specific action, and return recommended response for all requests for information to District within 4 business days.

The number of RFIs by the Consultant shall be assumed as 30.

Consultant shall respond within four (4) working days of receipt.

6.3 Change Order Assistance

Prepare drawings / sketches, specifications, cost estimate for contractor change orders and assist in negotiations. It is assumed that there will be 10 Change Order requests.

6.4 Substantial and Final Completion

Attend a substantial completion and a final completion inspection walk through.

6.5 Final Job Walk Audit [Not Used]

6.6 Record Drawings

6.6.1 Monthly Record Drawings

CCWRD Project No. 20003 – Centrate and Acid Waste Pipelines

January 24, 2022

Prepare monthly record drawings.

6.6.2 Final Record Documents

Prepare final record documents.

6.7 Coordination

Manage and coordinate Design Team to provide engineering support during construction.

Coordinate, prepare for and attend the following:

- One (1), four (4) hour partnering meeting
- 1 pre-construction meeting
- 1 administrative conference
- All weekly progress meetings during construction
- 2 monthly site visits during construction
- 4 monthly progress meetings between SC and Final Completion period
- Provide support during Startup and Testing

Consultant shall provide invoices for work performed during Construction in accordance with the requirements stated within the Agreement and District standards.

Task 6 will be performed and billed on a time and materials basis.

Task 7. CONSTRUCTION FIELD ADMINISTRATION [NOT USED]

Task 8. PROJECT COMMISSIONING

8.1 Startup Plan

Prepare a plan of action for the pumping system. The plan will be developed based on the Contractor's construction schedule, with input from the District. Specific items to be addressed will include:

1. Start-up date
2. Start-up sequence
3. Start-up responsibilities of Contractor
4. Start-up responsibilities of the District
5. District furnished equipment and supplies needed for start-up

The plan will also include a detailed analysis of start-up and training requirements. Specific items that will be addressed include

1. Staffing requirements for start-up
2. Training schedule, including vendor training and training provided by the Consultant.
3. Who should be trained
4. When the training should occur

8.2 O&M Manual

Update the O&M manual in accordance with District standards.

CCWRD Project No. 20003 – Centrate and Acid Waste Pipelines

January 24, 2022

8.3 Training [Not Used]

Task 9. CONTINGENCY [NOT USED]

Task 10. ADDITIONAL SERVICES

Consultant shall perform additional services only as authorized in writing by the District. Consultant shall start the activity only upon receipt of written approval from District.

Services may include but are not limited to:

1. Additional 30 utility potholes & Field Survey
2. Additional 2 geotechnical borings
3. Additional Geotechnical Efforts
4. Additional 10 RFI's
5. Additional 3 Change Orders
6. Additional 10 Submittals
7. Additional Design Efforts (Pump Replacement, etc...)
8. Inspection and cleaning of the existing centrate pipelines to remove the buildup clogging the pipelines. The Consultant is to evaluate and recommend the types of inspection and methods of cleaning
9. Preparation of a Technical Drainage Study and Addenda
10. Additional Engineering Services During Construction
11. Reliability Centered Design Workshop
12. System Evaluation/RCD Evaluation
13. CCTV Inspection (During Design)
14. Unforeseen Conditions

RESPONSIBILITIES OF THE DISTRICT

District will provide to the Consultant the following:

LIST OF FILES TO BE PROVIDED TO CONSULTANT

1. EXCEL
 - a. Stakeholders Tracker
 - b. Contract Analysis Spreadsheet for Construction Portion
 - c. Board of Trustees calendar chart with due dates. Updating required for each calendar year (excel)
 - d. Asset Tracking Spreadsheet
 - e. Construction Submittal Schedule template
 - f. Submittal Review Comment Spreadsheet
 - g. GIS Subsurface Exploration Metadata
 - h. Liquidated Damages template

- i. RCD Forms and Templates
 - j. Financial Period Cash Flow Projection form
 - k. District Risk Matrix
 - l. Standard Template for Project Scheduling
 - m. PCS External User License and Application Form
 - n. Design Compliance to Standards Certification
2. AutoCAD
- a. Overall WWTP Site Plan
Disclaimer note: This file is intended for informational purposes only and is a compilation of LIDAR data collected in 2016 and on-the-ground supplemental surveys performed at various times in 2017.
The area of the new wash channel has not been updated at this time and is not accurate.
Underground utility information is to be considered SUE quality level D only and is only for informational purposes and must be field verified prior to its use.
 - b. Any available drawings related to the project.
3. WORD
- a. District Front End specification and technical specification boilerplates
 - b. District standard specification template
4. PDF
- a. 18003 Geotechnical Data Report
5. Project 19003 and 19010 survey data

ATTACHMENT 1 TO EXHIBIT A, PRELIMINARY PROJECT SCHEDULE

Preliminary Project Schedule is identified hereinafter.

ATTACHMENT 2 TO EXHIBIT A, PROJECT MAP

Project Map is identified hereinafter.

Project 20003 Centrate and Acid Waste Pipelines Attachment 2 to Exhibit A, Project Map

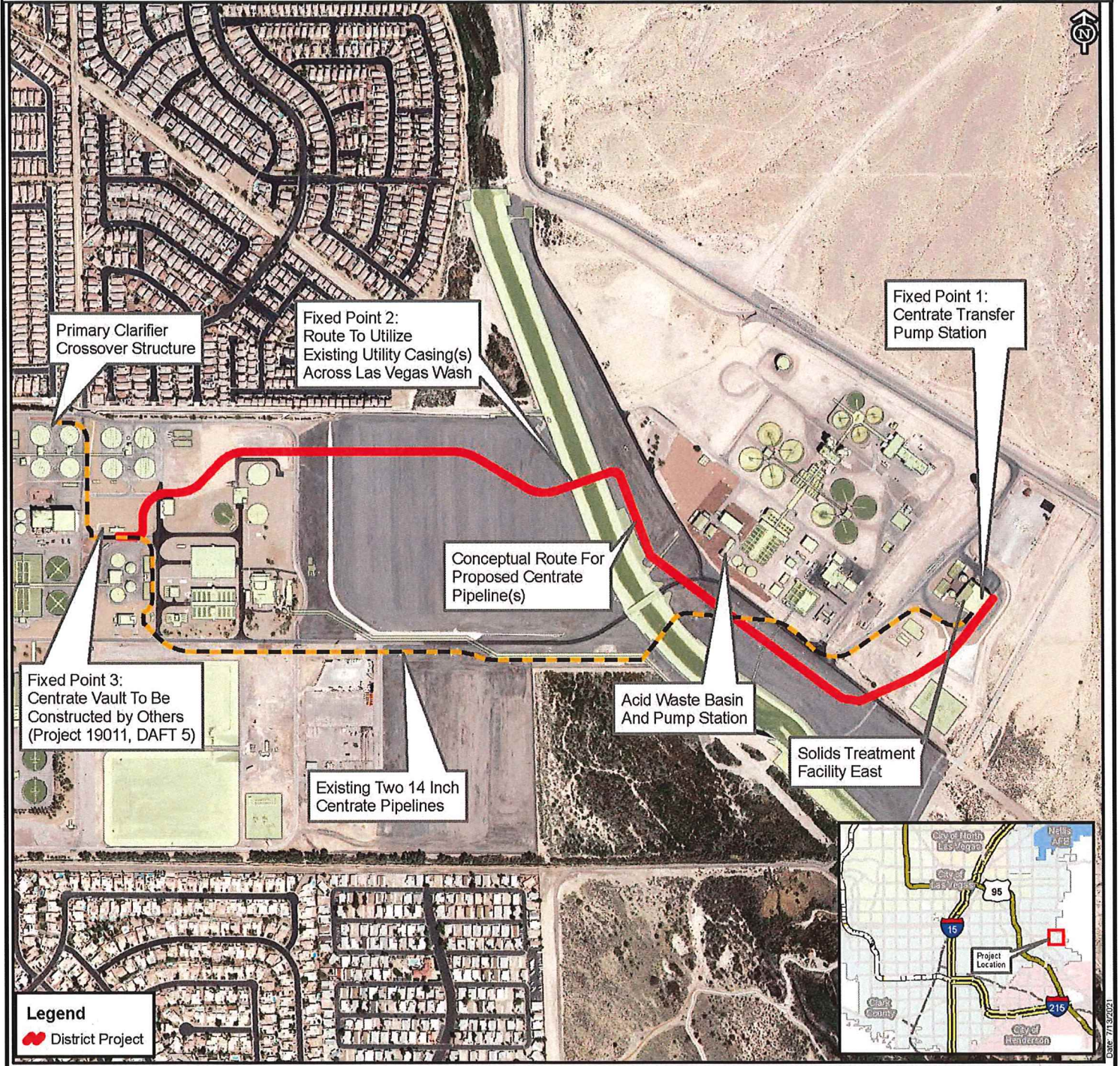


EXHIBIT B

WORK BREAKDOWN STRUCTURE

Exhibit B
 Work Breakdown Structure
 Project No. 20003 - Centrate and Acid Waste Pipelines

PLANNING MILESTONES	PERCENTAGE OF WORK	CONSULTANT AMOUNT	SUBCONSULTANT AMOUNT	5% Markup	Direct Expenses	Other Direct Costs	TOTAL AMOUNT
1 PROJECT MANAGEMENT	17%	\$ 161,770.00	\$ 78,399.00	\$ 3,920.00	\$ 2,500.00	\$ -	\$ 246,589.00
2 PLANNING STUDY	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 PRE-DESIGN / BASIS OF DESIGN REPORT	7%	\$ 49,600.00	\$ 48,399.00	\$ 2,420.00	\$ 5,000.00	\$ -	\$ 105,419.00
4 DETAILED DESIGN	43%	\$ 225,820.00	\$ 367,912.00	\$ 18,396.00	\$ 5,000.00	\$ -	\$ 617,128.00
5 BID PERIOD SERVICES	5%	\$ 29,680.00	\$ 36,200.00	\$ 1,810.00	\$ -	\$ -	\$ 67,690.00
6 ENGINEERING SERVICES DURING CONSTRUCTION							
6.1 Submittal Review	25%	\$ 142,560.00	\$ 204,196.00	\$ 10,210.00	\$ -	\$ -	\$ 356,965.00
6.2 Contract Document Interpretation and Clarification	18%	\$ 48,800.00	\$ 204,195.20	\$ 10,209.76	\$ -	\$ -	\$ 263,205.00
6.3 Change Order Assistance	1%	\$ 12,400.00	\$ -	\$ -	\$ -	\$ -	\$ 12,400.00
6.4 Substantial and Final Completion	0%	\$ 7,040.00	\$ -	\$ -	\$ -	\$ -	\$ 7,040.00
6.5 Final Job Walk Audit	0%	\$ 1,440.00	\$ -	\$ -	\$ -	\$ -	\$ 1,440.00
6.6 Record Drawings	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.7 Coordination	2%	\$ 31,120.00	\$ -	\$ -	\$ -	\$ -	\$ 31,120.00
	3%	\$ 41,760.00	\$ -	\$ -	\$ -	\$ -	\$ 41,760.00
		Subtotal \$ 142,560.00	\$ 204,196.00	\$ 10,210.00	\$ -	\$ -	\$ 356,965.00
7 CONSTRUCTION FIELD ADMINISTRATION	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 PROJECT COMMISSIONING	4%	\$ 21,200.00	\$ 29,200.00	\$ 1,460.00	\$ -	\$ -	\$ 51,860.00
9 CONTINGENCY	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 ADDITIONAL SERVICES		\$ 174,040.00	\$ 116,417.00	\$ 5,821.00	\$ -	\$ -	\$ 296,278.00
GRAND TOTAL	100%	\$ 804,670.00	\$ 880,723.00	\$ 44,037.00	\$ 12,500.00	\$ -	\$ 1,741,929.00

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. 20003 - CENTRATE AND ACID WASTE PIPELINES

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: VTN Nevada

CLASSIFICATION	HOURLY RATE
Principle in Charge	\$250
Project Manager	\$200
Project Engineer	\$160
Engineering Technican	\$120
Senior Desginer	\$140
CAD Drafter	\$120
Admin/Document Control	\$100
Land Surveyor	\$180
Survey Technican	\$120
Survey Crew (Three Person Crew)	\$200

SUBCONSULTANT'S HOURLY RATES

Subconsultant: Jacobs Engineering (Mechanical)

CLASSIFICATION	HOURLY RATE
Principal Project Manager	\$250
Senior Consultant	\$250
Design Manager	\$235
Lead Technologist	\$235
Senior Engineer	\$200
Project Engineer	\$175
Staff Engineer	\$135
Senior Technician	\$130
Junior Technician	\$110
Clerical & Accounting	\$95

Subconsultant: GES (Geotechnical)

CLASSIFICATION	HOURLY RATE
Principal Engineer	\$225
Senior Engineer/Geologist	\$165
Project Engineer	\$150
Project Geologist	\$135
Senior Staff Engineer	\$125
Staff Engineer	\$105
Staff Geologist	\$85

Senior Special Inspector	\$95
Special Inspector	\$80
Environmental Technician	\$65
Senior Engineering Technician	\$70
Engineering Technician	\$60
Lab/Field Supervisor	\$120
Draftsperson	\$85
Administrative Staff	\$80

Subconsultant: KCI (SUE)

CLASSIFICATION	HOURLY RATE
Test Hole	\$850.00 per test hole
Test Hole (in excess of 7 feet deep)	\$110.00 per additional foot
Project Manager	\$196

Subconsultant: CA Group (Structural)

CLASSIFICATION	HOURLY RATE
Structural Engineer	\$180

Subconsultant: Andromeda (RCD)

CLASSIFICATION	HOURLY RATE
Senior Reliability Engineer	\$130
Reliability Engineer	\$114
Administrative Support	\$40

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 checked="" 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: 65						
Corporate/Business Entity Name:		VTN Nevada				
(Include d.b.a., if applicable)						
Street Address:		2727 S. Rainbow Blvd.		Website: www.vtnnv.com		
City, State and Zip Code:		Las Vegas, NV 89146		POC Name: Gene D. Krametbauer Email: genek@vtnnv.com		
Telephone No:		702-873-7550		Fax No: 702-362-2597		
Nevada Local Street Address: (If different from above)		Same as above		Website:		
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)
Gene D. Krametbauer	President	80%
David I. Edwards	Treasurer	6.5%
Robert C. Hosea, III	Secretary	6%
Anthony Zicari	Principal	5%

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: Robert C. Hosea, III Print Name: Robert C. Hosea, III
 Title: Secretary Date: 12/1/2021

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
N/A			

* 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 REQUIRMENTS

EXHIBIT E INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

ENGINEER 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. ENGINEER'S insurance shall be primary as respects OWNER, its officers and employees.

4. ENDORSEMENT / CANCELLATION

ENGINEER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically ENGINEER'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, ENGINEER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on 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, ENGINEER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by ENGINEER and any auto used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

ENGINEER 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 ENGINEER who is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that ENGINEER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

10. FAILURE TO MAINTAIN COVERAGE

If ENGINEER fails to maintain any of the insurance coverages required herein, OWNER may withhold payment, order ENGINEER to stop the work, declare ENGINEER 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 ENGINEER or deduct the amount paid from any sums due ENGINEER under CONTRACT.

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

ENGINEER 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 ENGINEERS' Insurance Company representative:

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. ENGINEER'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 20003, CENTRATE AND ACID WASTE PIPELINES (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		CONTACT NAME:						
1. INSURANCE BROKER'S NAME ADDRESS		PHONE (AC No. Ext): BROKER'S PHONE NUMBER		FAX (AC No.) BROKER'S FAX NUMBER				
		EMAIL ADDRESS: BROKER'S EMAIL ADDRESS						
		INSURER(S) AFFORDING COVERAGE			NAIC #			
INSURED		INSURER A:		3. CARRIER'S				
2. CONSULTANT'S NAME ADDRESS PHONE & FAX NUMBERS		INSURER B:		BEST KEY				
		INSURER C:		RATING				
		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.								
IHSR LTR	TYPE OF INSURANCE	ADOL IHSR	SUBR WVO	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 - COMP/OP 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	Y/N	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:				CANCELLATION				
8. CERTIFICATE HOLDER				9. AUTHORIZED REPRESENTATIVE				
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.				

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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

ENGINEER TRAVEL POLICY

EXHIBIT F ENGINEER TRAVEL POLICY

PURPOSE:

This document provides detailed rules and establishes procedures for all OWNER Contractor/ENGINEERS 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 ENGINEER and its sub-ENGINEERs and/or sub-contractors are responsible for the safety and proper training of their employees, representatives, and agents, and shall comply with the requirements of OSHA 1910, General Industry Standards, and OSHA 1926, Construction Industry Standards (when applicable).

The ENGINEER and its sub-ENGINEERs and/or sub-contractors shall provide their employees, representatives, and agents with safety equipment, and shall only allow staff that is properly trained in the relevant safety procedures and equipped with safety equipment to perform work for OWNER. The OWNER may provide an inspector on a worksite on which ENGINEER 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 ENGINEER 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 ENGINEER'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. ENGINEER must provide training and all required equipment (non-stationary) for their employees, representatives, and agents as required by OSHA 1910 and/or OSHA 1926.

ENGINEER and its sub-ENGINEERs and/or sub-contractors shall follow all procedures set forth in 29 CFR 1910.147, The Control of Hazardous Energy (Lockout Tag-Out), when applicable, including but not limited to any equipment used by the ENGINEER that is powered or energized by any means and/or that could start automatically. All field staff for OWNER and ENGINEER 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**.

ENGINEER 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. ENGINEER 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 ENGINEER 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. ENGINEER 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. ENGINEER 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 ENGINEER is responsible for maintaining security as to each OWNER facility while present thereon and/or therein.
4. ENGINEER shall not leave any OWNER facility unlocked/unsecured. OWNER facilities shall remain locked at all times unless authorized personnel of ENGINEER, or its subcontractor, are located on or inside the facility.
5. ENGINEER shall inform OWNER of every instance of ingress and egress of a OWNER facility. Specifically, for each instance in which ENGINEER accesses or vacates a 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 ENGINEER shall inform the designated OWNER representative that ENGINEER 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 ENGINEER or its sub-ENGINEER and/or subcontractor shall leave each facility in the same condition as it was in prior to accessing the facility. The ENGINEER or its sub-ENGINEER and/or subcontractor is not permitted to alter or affect the operation or functionality of the facility during the course of work performed thereon. ENGINEER shall be liable for any and all damage to any part of a OWNER facility resulting in any way from an act or omission of the ENGINEER or its subcontractor.
8. ENGINEER 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 ENGINEER'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. ENGINEER and its subcontractors and/or sub-ENGINEERS 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 ENGINEER 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: Jacobs
Contact Person: Emilio Candanoza Telephone Number: 541-760-9416
Description of Work: Mechanical/Pump Design
Estimated Percentage of Total Dollars: 40.5%
Business Type: MBE WBE PBE SBE NBE
2. Subcontractor Name: Geotechnical & Environmental Services, Inc.
Contact Person: Robert Thomsen Telephone Number: 702-365-1001
Description of Work: Geotechnical & Ground Water Evaluation
Estimated Percentage of Total Dollars: 5.3%
Business Type: MBE WBE PBE SBE NBE
3. Subcontractor Name: KCI Technologies, Inc.
Contact Person: Rick Torrens Telephone Number: 702-832-0729
Description of Work: SUE
Estimated Percentage of Total Dollars: 4.5%
Business Type: MBE WBE PBE SBE NBE
4. Subcontractor Name: CA Group
Contact Person: Chris Wunsch Telephone Number: 702-202-7143
Description of Work: Structural Design
Estimated Percentage of Total Dollars: 0.3%
Business Type: MBE WBE PBE SBE NBE

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