

FLOW MONITOR SERVICES – RFP 250000
CLARK COUNTY WATER RECLAMATION DISTRICT
AND
ADS LLC, DBA ADS ENVIRONMENTAL Services

This AGREEMENT is made and entered into this _____ day of _____, **2025**, by and between **CLARK COUNTY WATER RECLAMATION DISTRICT**, a political subdivision of the State of Nevada (hereinafter referred to as “DISTRICT”) and **ADS LLC, D/B/A ADS ENVIRONMENTAL SERVICES**, [a foreign limited liability company qualified to do business in Nevada] (hereinafter referred to as “SUCCESSFUL OFFEROR”), to provide **FLOW MONITOR SERVICES, (DISTRICT RFP NO. NUMBER 250000)** (as more particularly described in **Exhibit A: Scope of Services**) (hereinafter referred to as “Goods/Services”).

W I T N E S S E T H

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

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

AGREEMENT

1.0 EFFECTIVITY AND CONSENT

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

2.0 ORDER OF PRECEDENCE

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

- 2.1.1 This AGREEMENT (including any amendments thereto)
- 2.1.2 Exhibit A: Scope of Services
- 2.1.3 Exhibit B: SUCCESSFUL OFFEROR Proposal
- 2.1.4 Exhibit C: Fee Schedule
- 2.1.5 Exhibit D: Disclosure of Ownership/Principals
- 2.1.6 Exhibit E: Insurance Requirements
- 2.1.7 Exhibit F: DISTRICT Mobilization Policy for Contractors/Consultants
- 2.1.8 Exhibit G: Subcontractor Information
- 2.1.9 Exhibit H: Special Conditions - Safety and Security Requirements
- 2.1.10 Exhibit I: Annual Performance Bond

2.2 Exhibits A through I are hereby incorporated by reference into this AGREEMENT.

3.0 RESPONSIBILITY OF SUCCESSFUL OFFEROR

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

3.2 It shall be the duty of the SUCCESSFUL OFFEROR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations/laws (collectively, "Laws"). SUCCESSFUL OFFEROR will not produce a work product which violates or infringes on any intellectual property rights. Any acceptance or approval by the DISTRICT of any products, goods, or services furnished by SUCCESSFUL OFFEROR, including data or information obtained from other sources, shall not in any way relieve the SUCCESSFUL OFFEROR of responsibility for the professional and technical accuracy of its work and/or complying with all Laws. DISTRICT review, approval, acceptance, or payment for any of SUCCESSFUL OFFEROR'S products/goods/services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance (or lack of performance) of this AGREEMENT, and SUCCESSFUL OFFEROR shall be and remain liable in accordance with the terms of this AGREEMENT and applicable Law for all damages to DISTRICT caused by SUCCESSFUL OFFEROR's (or that of its subcontractors) negligent acts, errors or omissions in performance (or lack of performance) of this AGREEMENT.

3.3 All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by SUCCESSFUL OFFEROR relating to the Goods/Services provided hereunder shall become the property of DISTRICT and shall be delivered to DISTRICT's representative upon completion or termination of this AGREEMENT, whichever comes first. SUCCESSFUL OFFEROR shall not be liable for damages, claims, and losses arising out of any reuse of any work products or any other deliverables under this AGREEMENT conducted by DISTRICT. DISTRICT shall have the right to reproduce all documentation supplied pursuant to this AGREEMENT.

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

4.0 RESPONSIBILITY OF DISTRICT

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

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

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

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

5.0 COMPLIANCE WITH LAWS

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

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

6.0 PERIOD OF PERFORMANCE

6.1 The initial term of AGREEMENT shall be for a period of three (3) years from the date of the award of this AGREEMENT to SUCCESSFUL OFFEROR by the DISTRICT's Board of Trustees ("Board") ("Initial Term").

6.2 Upon expiration of the Initial Term, the AGREEMENT will be automatically renewed for successive additional one-year terms under the same terms and conditions as set forth in this AGREEMENT, for the earlier of (a) so long as the DISTRICT appropriates funds to this AGREEMENT, or (b) up to a maximum of two (2) additional years. If the DISTRICT's User Section elects not to renew this AGREEMENT, the DISTRICT Purchasing Administrator or designee shall notify SUCCESSFUL OFFEROR in writing of non-renewal at least 30 days before the expiration of the then current term.

7.0 CONFLICT OF INTEREST

7.1 SUCCESSFUL OFFEROR may, from time to time, provide other goods/services similar to the Goods/Services to other state and local government entities. DISTRICT does not object to such representation in transactions that do not directly or indirectly involve the DISTRICT. In all other regards, SUCCESSFUL OFFEROR shall abide by and perform its duties in accordance with the ethics of the goods/services industry and all federal, state and municipal laws, regulations and ordinances regulating the provision of this service, and shall notify the DISTRICT prior to entering into any engagement which creates the appearance of a conflict of interest.

8.0 PROJECT MANAGER

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

9.0 RESERVED

10.0 COMPENSATION FOR SERVICES

- 10.1 DISTRICT agrees to pay the SUCCESSFUL OFFEROR the price(s) shown in Exhibit B, Fee Schedule, for the Goods/Services described in Exhibit A, Scope of Services. In no event shall the DISTRICT's obligation to pay the SUCCESSFUL OFFEROR in consideration of the Goods/Services exceed an amount of **\$6,425,114.00** ("NTE Amount"). Such compensation will be paid from invoices submitted by the SUCCESSFUL OFFEROR in accordance with this paragraph 10.0 and **Exhibit C, Fee Schedule**.
- 10.2 Invoices shall be submitted on SUCCESSFUL OFFEROR's company letterhead. Payments by DISTRICT will be made within 30 days of receipt of SUCCESSFUL OFFEROR's invoices for goods/services provided within the performance term of this AGREEMENT. Invoices not in compliance with the requirements of this section shall be returned to the SUCCESSFUL OFFEROR for correction and re-submittal.
- 10.3 Invoices should include only goods/services that were provided/performed in the then-current billing period. Invoices containing charges for goods/services that were provided/performed after the then-current billing period will be rejected and returned unpaid.
- 10.4 Invoices are to be sent to DISTRICT at the location identified in the purchase order(s) for the Goods/Services within ninety (90) calendar days of the provision/performance of goods/services. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, or based upon agreed payment terms, after receipt of an accurate invoice that has been reviewed and approved by the applicable authorized DISTRICT representative. In accordance with NRS 244.250, DISTRICT shall not provide payment on any invoice SUCCESSFUL OFFEROR submits for goods/services after six (6) months from the date SUCCESSFUL OFFEROR provides/performs those goods/services. All invoices should include the following information:
- 10.4.1 Company Name
- 10.4.2 Complete Address (including street, city, state, and zip code)

10.4.3 Telephone Number

10.4.4 Contact person

10.4.5 Itemized description of goods/services rendered (including dates)

10.4.6 DISTRICT'S Purchase Order Number

10.4.7 Company's Tax Identification Number

10.4.8 AGREEMENT Number

10.4.9 Itemized pricing and total amount due (excluding Sales and Use Tax)

10.4.10 Company Invoice Number

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

10.6 In the event that the DISTRICT agrees to pay for any of the SUCCESSFUL OFFEROR's mobilization expenses directly related to the provision/performance of Goods/Services, the following parameters shall apply: SUCCESSFUL OFFEROR shall only receive reimbursement in amounts that are consistent with applicable guidelines established by the DISTRICT in the attached **Exhibit F: DISTRICT Mobilization Policy for Contractors/Consultants**. DISTRICT reserves the right to reject any and all expenses it considers not directly related to the Goods/Services required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

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

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

11.0 LIMITATION OF OBLIGATION

11.1 DISTRICT agrees to pay SUCCESSFUL OFFEROR for the Goods/Services described in the **Exhibit A, Scope of Work** for the NTE Amount set forth in paragraph 10.1 above. The DISTRICT's obligation to pay SUCCESSFUL OFFEROR cannot exceed the NTE Amount. It is expressly understood that the entire work defined in **Exhibit A, Scope of Work** must be completed by the SUCCESSFUL OFFEROR and it shall be the SUCCESSFUL OFFEROR's responsibility to ensure that hours and tasks to be worked are properly budgeted, so the entire Project is completed for the NTE Amount. Any increase to the NTE Amount must be via a written amendment to this AGREEMENT

signed by the DISTRICT's authorized representative or designee and the SUCCESSFUL OFFEROR. Refer to Paragraph 26.0 Amendments and Notices below.

- 11.2 DISTRICT's sole obligation hereunder shall be DISTRICT's payment to SUCCESSFUL OFFEROR for Goods/Services that are provided/performed by SUCCESSFUL OFFEROR and accepted by DISTRICT prior to the date of expiration of the term of this AGREEMENT, or effective date of any termination of this AGREEMENT, whichever occurs first, up to the funding limitation specified in this section 11.

12.0 INDEPENDENT CONTRACTOR

- 12.1 SUCCESSFUL OFFEROR shall be subject to and operate under and in accordance with all Laws, including but not limited to those regarding Industrial Employment and Insurance, and SUCCESSFUL OFFEROR expressly covenants and agrees that the SUCCESSFUL OFFEROR's employees engaged on the work hereunder are not, and shall not be treated or considered as, the servants and/or employees of the DISTRICT.

- 12.2 Neither this AGREEMENT nor SUCCESSFUL OFFEROR's performance hereunder shall constitute or create an employee/employer relationship between DISTRICT and SUCCESSFUL OFFEROR. Neither SUCCESSFUL OFFEROR, nor its employees, shall be eligible for any benefits applicable to active employees of DISTRICT. SUCCESSFUL OFFEROR shall act solely as an independent contractor, not as an employee or agent of DISTRICT. SUCCESSFUL OFFEROR's authority is limited to providing/performing the Goods/Services, and SUCCESSFUL OFFEROR shall have no authority, without the express written consent of DISTRICT, to incur any obligation or liability, or make any commitments on behalf of DISTRICT.

13.0 INDEMNIFICATION

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

14.0 PROPRIETARY INFORMATION

- 14.1 DISTRICT may, from time to time, furnish SUCCESSFUL OFFEROR with literature, data, or technical information that DISTRICT considers necessary for the SUCCESSFUL OFFEROR to provide/perform the Goods/Services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, DISTRICT shall so inform SUCCESSFUL OFFEROR and SUCCESSFUL OFFEROR agrees not to disclose this information except as

approved by DISTRICT in writing. SUCCESSFUL OFFEROR also agrees to return or destroy all copies such materials as DISTRICT may request.

15.0 CERTIFICATIONS AND REPRESENTATIONS

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

16.0 THIRD PARTY BENEFIT

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

17.0 PERSONAL PERFORMANCE REQUIREMENT

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

18.0 GRATUITIES/KICKBACKS

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

19.0 RECORDS

19.1 The SUCCESSFUL OFFEROR agrees to retain, for a period of six (6) years from receipt of final payment hereunder from DISTRICT, all books, records, documents and other evidence pertaining to the costs and expenses of this AGREEMENT (hereinafter collectively called the "records") to the extent and in such detail as shall properly reflect all net costs (direct and indirect) of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment is claimed by SUCCESSFUL OFFEROR under the provisions of this AGREEMENT. The SUCCESSFUL OFFEROR agrees to make these records available for inspection, audit or reproduction by any representative authorized by DISTRICT at the office of the SUCCESSFUL OFFEROR at all reasonable times during such retention period.

20.0 PROJECT SCHEDULE; LIQUIDATED DAMAGES – COMPLETION OF AGREEMENT

20.1 The SUCCESSFUL OFFEROR shall provide/perform the Goods/Services required as expeditiously as is consistent with professional skill and care and orderly progress and in accordance with the schedule approved by the DISTRICT. If the SUCCESSFUL OFFEROR's provision/performance of Goods/Services for any task is delayed or if the SUCCESSFUL OFFEROR's sequence of tasks is changed for any reason, SUCCESSFUL OFFEROR shall notify the DISTRICT in writing of the reasons for the delay and prepare a revised schedule for performance of services. The DISTRICT has sole discretion to approve any changes to the schedule. The SUCCESSFUL OFFEROR's revised schedule shall not exceed the promised date of Month Date, Year (the "Revised Schedule Deadline").

20.2 In case of failure on the part of the SUCCESSFUL OFFEROR to deliver the Goods/Services within the time specified, or with such additional time as may be granted by the formal action of DISTRICT, SUCCESSFUL OFFEROR shall pay to DISTRICT, as liquidated damages, **\$100.00** per calendar day. This sum shall be considered as reimbursement, in part, to DISTRICT for the loss of the use of the items agreed to in this AGREEMENT. The liquidated damages shall be deducted from the invoice from SUCCESSFUL OFFEROR or billed to SUCCESSFUL OFFEROR directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

21.0 TERMINATION

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

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

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

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

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

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

22.0 INSURANCE

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

22.1.1 Worker's Compensation, statutory limits

22.1.2 General Liability Insurance

22.1.3 Automobile Liability

- 22.2 In addition, prior to SUCCESSFUL OFFEROR's provision/performance of the Goods/Services, SUCCESSFUL OFFEROR shall furnish to DISTRICT a certificate of insurance as evidence of the existence of the above insurance coverage in the requisite amounts.
- 22.3 The insurance required hereunder shall be primary coverage for all claims arising from or as a result of SUCCESSFUL OFFEROR's performance hereunder. DISTRICT shall be identified as an additional insured on the SUCCESSFUL OFFEROR General Liability, and Automobile Liability coverage.
- 22.4 Except as specifically set forth herein, the insurance requirement specified herein does not relieve the SUCCESSFUL OFFEROR of its responsibilities nor limit the amount of its liability to DISTRICT or other persons, and the SUCCESSFUL OFFEROR is encouraged to purchase any additional insurance it deems necessary or appropriate.

23.0 ENTIRE AGREEMENT

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

24.0 ASSIGNMENT

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

25.0 SUBCONTRACTS

- 25.1 SUCCESSFUL OFFEROR shall not subcontract this AGREEMENT without prior written approval of the DISTRICT.

26.0 AMENDMENTS AND NOTICES

- 26.1 Any amendments to this AGREEMENT shall have no effect unless they are in writing and signed by an authorized representative or designee of the DISTRICT and the SUCCESSFUL OFFEROR.
- 26.2 Except as otherwise specifically provided herein, any notices to be furnished from one party to the other shall be sent by certified US Mail and e-mail to the following addresses:

To DISTRICT:

CLARK COUNTY WATER RECLAMATION DISTRICT
Attn: Timothy Newell, Engineering and Construction Services and/or authorized designee
Attn: Douglas Moore, Procurement Solutions Section and/or authorized designee
5857 E. Flamingo Road, Las Vegas, Nevada 89122
PHONE (702) 668-8159; (702) 668-8094
FAX (702) 668-9159; (702) 668-9090
E-mail: tnewell@cleanwaterteam.com; dmoore@cleanwaterteam.com

To SUCCESSFUL OFFEROR:

ADS LLC, DBA ADS ENVIRONMENTAL SERVICES
Attn: Dave Belomy and/or authorized designee
340 The Bridge Street, Suite 204
Huntsville, Alabama, 35806
PHONE (510) 274-7631
E-mail: dbelomy@idexcorp.com

27.0 DISCLOSURE OF OWNERSHIP/PRINCIPALS

27.1 SUCCESSFUL OFFEROR must provide the information requested on the attached **Exhibit D, Disclosure of Ownership/Principals form**.

28.0 ACCEPTANCE OF WORK

28.1 SUCCESSFUL OFFEROR and DISTRICT agree that the payment and acceptance of any payment under this AGREEMENT shall not constitute DISTRICT's final acceptance of the Goods/Services, but that final acceptance shall be made in writing by the DISTRICT's General Manager.

28.2 DISTRICT's General Manager may delegate any or all of his/her responsibilities under this AGREEMENT to appropriate staff members by written notice of same to SUCCESSFUL OFFEROR, which shall be effective immediately upon delivery of such written notice.

29.0 WAIVER

29.1 The DISTRICT's failure to insist upon performance of any of the provisions of this AGREEMENT shall not be construed a waiver of such provisions with regard to future performance.

30.0 DISPUTE RESOLUTION

30.1 SUCCESSFUL OFFEROR and DISTRICT shall make a good faith effort at resolving any dispute relating to the provision/performance of the Goods/Services under this AGREEMENT. At all times, SUCCESSFUL OFFEROR shall carry on the work and maintain the progress schedule in accordance with the requirements of this AGREEMENT and the determination of DISTRICT, pending resolution of any dispute. Any claims which cannot be settled through the good faith efforts shall be resolved in accordance with Paragraph 32.0 below.

31.0 REMEDIES

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

32.0 GOVERNING LAW AND VENUE

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

33.0 SIGNATURE AUTHORIZATION

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

34.0 COUNTERPARTS; ELECTRONIC DELIVERY

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

35.0 FISCAL FUNDING OUT

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

36.0 RIGHT TO MARKET

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

37.0 FAIR EMPLOYMENT PRACTICES

- 37.1 The Board of Trustees is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL OFFEROR acknowledges that DISTRICT has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL OFFEROR recognizes that if they or their officers, employees, contractors, and/or agents are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, DISTRICT may declare SUCCESSFUL OFFEROR in breach of this AGREEMENT, terminate this AGREEMENT, and designate SUCCESSFUL OFFEROR as non-responsible for this AGREEMENT and future contracts.
- 37.2 In connection with the performance of this AGREEMENT, the SUCCESSFUL OFFEROR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, national origin, or any other protected status including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.
- 37.3 The SUCCESSFUL OFFEROR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- 37.4 Any violation of such provision by SUCCESSFUL OFFEROR constitutes a material breach of this AGREEMENT.

38.0 ISRAEL BOYCOTT DISCLAIMER

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

39.0 DATA PRIVACY AND SECURITY

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

40.0 ANNUAL PERFORMANCE BOND:

- 40.1 Prior to execution of CONTRACT, SUCCESSFUL OFFEROR shall furnish an "Annual Performance Bond" in the annual amount of **100%**. SUCCESSFUL OFFEROR shall pay all premiums and costs of bonds. **The performance bond shall be written on the form provided by the DISTRICT Annual Performance Bond Exhibit "I".** SUCCESSFUL OFFEROR shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. **The performance bond prepared by an appointed agent of insurance per the provisions of Nevada Revised Statutes Chapter 683A.** The performance bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular

570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

- 40.2 The performance bond for AGREEMENT renewal years after the initial AGREEMENT term shall be provided to DISTRICT by SUCCESSFUL OFFEROR and Surety jointly no less than thirty (30) calendar days prior to the expiration of the previous bond.
- 40.3 If a "Continuation Certificate" or a new performance bond in lieu of a "Continuation Certificate" is not provided as required, DISTRICT may suspend performance immediately following the expiration of the current performance bond with no compensation due to SUCCESSFUL OFFEROR and invoke liquidated damages and/or terminate AGREEMENT.
- 40.4 The performance bond shall be provided to the "DISTRICT Designated Contact Persons" referenced within Provision 26.0 Amendments and Notices of this AGREEMENT, no later than ten (10) calendar days after DISTRICT'S request. Failure to submit the performance bond within the timeliness specified in this AGREEMENT may result in termination of AGREEMENT.

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

**CLARK COUNTY WATER
RECLAMATION DISTRICT**

ADS LLC, DBA ADS ENVIRONMENTAL SERVICES


By: _____
THOMAS A. MINWEGEN
General Manager

By:  _____
Bobby Pickett (Jan 28, 2025 14:24 EST)
BOBBY PICKETT
Director of Finance

APPROVED AS TO AVAILABLE FUNDING:

By:  _____
CHARLES OCANSEY
Chief Financial Officer

APPROVED AS TO LEGALITY ONLY:

By:  _____
DAVID J. STOFT
General Counsel

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

Exhibit A: Final Scope of Services dated 9/9/24

Exhibit B: SUCCESSFUL OFFEROR Proposal dated 9/9/24

Exhibit C: Final Fee Schedule dated 1/24/25

Exhibit D: Disclosure of Ownership/Principals

Exhibit E: Insurance Requirements

Exhibit F: DISTRICT Mobilization Policy for Contractors/Consultants

Exhibit G: Subcontractor Information

Exhibit H: Safety and Security Requirements

Exhibit I: Annual Performance Bond

EXHIBIT A - SPECIFICATIONS / SCOPE OF WORK

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1.0 **DEFINITIONS:**

- 1.1 The following definitions apply to this Scope of Services:
 - 1.1.1 **"Award Date"** means the date that the AGREEMENT becomes effective. This is the date that the Board of Trustees approves the AGREEMENT.
 - 1.1.2 **"Successful Offeror"** means the individual, partnership, or corporation responsible for the performance of services under this contract.
 - 1.1.3 **"SUCCESSFUL OFFEROR Representative"** means the individual authorized to act on behalf of the SUCCESSFUL OFFEROR regarding routine matters arising during performance of the services.
 - 1.1.4 **"Deliverable"** means any report, software, hardware, data, documentation, or other tangible item that the SUCCESSFUL OFFEROR is required to provide to the District under the terms of the Contract.
 - 1.1.5 **"Non-Exclusive Contract"** means a Contract under which the DISTRICT agrees to obtain some, but not necessarily all, of the DISTRICT'S requirements for a particular service.
 - 1.1.6 **"Project Manager"** means the District representative and/or designee who is responsible for the coordination of AGREEMENT performance between the DISTRICT and the SUCCESSFUL OFFEROR.
 - 1.1.7 **"Work"** means performance of the contracted services.

2.0 **BACKGROUND:**

- 2.1 Clark County Water Reclamation District (DISTRICT) manages several wastewater collection systems within Clark County, Nevada that are to be metered as part of this scope of services: 1) the unincorporated portion of Las Vegas, Nevada, 2) Laughlin, Nevada (located approximately 90 minutes from Las Vegas, Nevada), and 3) Indian Springs, Nevada (located approximately 60 minutes from Las Vegas, Nevada).
 - 2.1.1 The collection system servicing the unincorporated portion of Las Vegas, Nevada consists of more than 2,000 miles of pipeline ranging in diameter from 8 to 84-inch and conveys an average of 104 MGD of wastewater to the District Flamingo Water Resource Center.
 - 2.1.2 Laughlin, Nevada's collection system consists of approximately 33 miles of pipeline that conveys an average of 1.8 MGD of wastewater to the District Laughlin Water Resource Center.
 - 2.1.3 The Indian Springs, Nevada collection system consists of approximately 4 miles of pipeline that conveys an average of 0.1 MGD of wastewater to the Indian Springs Treatment Facility.

3.0 **INTENT:**

- 3.1 The specifications intent is to describe the minimum requirements for supplying the necessary metering equipment and appurtenances for providing continuous sewer flow metering services. The metering equipment and services are needed to support:
 - 3.1.1 Operational control of the collection system.
 - 3.1.2 Evaluation of available sewer capacity for new projects.
 - 3.1.3 In-house calibration used for the model of the DISTRICT collection system. The modeling work and software itself are not part of this contract.
 - 3.1.4 Billing of several DISTRICT customers including Nellis Air Force Base and Creech Air Force Base.
 - 3.1.4.1 Both billing sites are within DISTRICT property (i.e. a manhole), but the Creech Air Force Base location is on Air Force base premises and requires coordination with Air Force personnel to access the site. The Nellis Air Force

EXHIBIT A - SPECIFICATIONS / SCOPE OF WORK

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Base location is in public right-of-way.

3.1.5 Tracking of inflow and infiltration (I&I) in the DISTRICT collection system.

4.0 FLOW METERING EQUIPMENT REQUIREMENTS:

4.1 This AGREEMENT consists of two metering efforts that will be utilized to support different DISTRICT operations: 1) meters to be installed to support model calibration, long-term billing, and tracking of I&I in the DISTRICT collection system, and 2) meters to be installed temporarily for refinement of landuse data (i.e. residential and commercial diurnal patterns). In both cases, SUCCESSFUL OFFEROR shall supply sets of leased metering equipment to be installed and calibrated on DISTRICT property. Installed equipment consists of one of two types of metering equipment for each location: 1) Depth (level) only meters, or 2) level and velocity (hereon called area velocity) meters.

4.1.1 Model calibration and long-term billing meters: SUCCESSFUL OFFEROR shall supply a total of 64 area velocity meters and 10 depth meters for a total of 74 meters as indicated in SECTION E-1, ATTACHMENT 1. Refer to SECTIONS E-3 and E-4, ATTACHMENTS 3 and 4 for overall map and individual location maps. These meters will be in place throughout the entire AGREEMENT unless requested to be removed/relocated by the DISTRICT in writing.

4.1.1.1 Up to 10 additional area velocity meter and 10 depth meter sites may be communicated to SUCCESSFUL OFFEROR at some juncture after the AGREEMENT period starts. Additional meter installations shall meet all the same AGREEMENT requirements as other meter installations set forth in the AGREEMENT.

4.1.2 Landuse Data meters: SUCCESSFUL OFFEROR shall supply a total of 25 area velocity meters as indicated in SECTION E-2, ATTACHMENT 2. Refer to SECTIONS E-3 and E-4, ATTACHMENTS 3 and 4 for overall map and individual location maps.

4.1.3 All flow meter equipment shall be owned or leased by the SUCCESSFUL OFFEROR and be offered for full length of contract term. In addition, all flow meter equipment shall be maintained and serviced by the SUCCESSFUL OFFEROR. The SUCCESSFUL OFFEROR shall be responsible for damage done to the meter as a result of exposure to the raw wastewater environment. The SUCCESSFUL OFFEROR shall be responsible for lost or stolen flow meter equipment. The SUCCESSFUL OFFEROR shall repair and carry out all preventative maintenance needed for reliable operation of the equipment. All data provided from the flow metering equipment is the property of the DISTRICT and shall not be shared with other entities without the written consent of the DISTRICT.

4.2 Requirements for depth only meters are described in the subsequent subsections:

4.2.1 Depth only meters and associated equipment shall be suitable for use in a wastewater collection system.

4.2.2 Depth only meter equipment shall consist of a level sensor, logging equipment, battery power supply, mounting brackets; cellular phone equipment, electrical cabling, and all related appurtenances required to measure water levels in a gravity sewer pipe and transmit the flow data to the SUCCESSFUL OFFEROR's web server.

4.2.3 Depth sensors shall be able to directly measure level and may be wetted or non-contact.

4.2.4 Depth sensors shall be able to measure level in gravity sewer pipelines with diameters ranging between 6 to 84 inches.

4.2.5 Depth sensors shall be able to measure low flow depths of approximately 1 inch and continue to measure depth when the fluid level in the manhole surcharges above the equipment mounted in the manhole. Equipment shall be designed to withstand occasional immersion in wastewater without becoming damaged.

4.2.6 The bench-tested and factory-calibrated depth accuracy shall be within +/- 0.5 inches of actual depth, including pipelines and manholes with very smooth flow and a minimal to no surface turbulence.

4.3 Area velocity meter requirements are described in the subsequent subsections:

EXHIBIT A - SPECIFICATIONS / SCOPE OF WORK

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- 4.3.1 Area velocity meters and associated equipment shall be suitable for use in a wastewater collection system.
- 4.3.2 Sensors shall be able to directly measure both level and velocity and may be wetted, non-contact, or both. The level and velocity may be measured by separate sensors, or one multi-function sensor.
- 4.3.3 Area velocity meter equipment shall consist of a level sensor, velocity sensor, logging equipment, battery power supply, mounting brackets; cellular phone equipment, electrical cabling, and all related appurtenances required to measure water levels in a gravity sewer pipe and transmit the flow data to the SUCCESSFUL OFFEROR 's web server.
- 4.3.4 Sensors shall be able to measure level and velocity in gravity sewer pipelines with diameters ranging between 6 to 84 inches.
- 4.3.5 Flow meters shall continue to measure level and velocity when the fluid level in the manhole surcharges above the equipment mounted in the manhole. Equipment shall be designed to withstand occasional immersion in wastewater without becoming damaged.
- 4.3.6 Velocity sensors shall be able to measure velocity measurements between 1 to 20 ft/s and be able to operate in backwater conditions.
- 4.3.7 The bench-tested and factory-calibrated flow and velocity accuracy measurements shall be within +/- five (5) percent of actual flow, including pipelines and manholes with very smooth flow and a minimal to no surface turbulence.
- 4.3.8 **Each individual flow logger unit** shall have a minimum of two input channels per unit, **suitable for velocity and level sensors**.

5.0 INSTALLATION REQUIREMENTS:

- 5.1 Prior to installation, the SUCCESSFUL OFFEROR shall inspect each flow metering location to determine hydraulic suitability. This may require confined space entry into the manhole to ensure an adequate inspection. Should site conditions be unfavorable, the SUCCESSFUL OFFEROR may recommend relocating the metering site to a more favorable hydraulic site upstream or downstream of the existing metering site, provided the basin remains the same and is approved by the DISTRICT. No flumes or weirs are allowed without approval of the DISTRICT.
- 5.2 SUCCESSFUL OFFEROR shall install the sensors, cables, monitors, batteries, and communication equipment at each site as required.
- 5.3 SUCCESSFUL OFFEROR is responsible for obtaining all permits and licenses required for the installation, replacement, operation, and maintenance of the flow meter equipment from Federal, State, and Local Agencies. SUCCESSFUL OFFEROR is responsible for all charges and fees associated with permits and licenses.
- 5.4 Many of the metering sites are in busy thoroughfares or other challenging locations. SUCCESSFUL OFFEROR will not be reimbursed by DISTRICT for the cost of a crew that was unable to access a metering site for installation, maintenance, calibration, or removal. The SUCCESSFUL OFFEROR shall comply with Federal, State, and Local Agency requirements for traffic control required during the installation, replacement, operation, and maintenance of the flow meter equipment. Refer to SECTIONS E-1 and E-2, ATTACHMENTS 1 and 2 for the agency responsible for traffic control review for each location.
- 5.5 The work performed under this AGREEMENT shall be performed by workers who have experience working in public sewer systems.
- 5.6 All personnel entry below the plane of the manhole lid constitutes a confined-space entry. All confined-space entries must be properly permitted and performed by qualified persons.
- 5.7 SUCCESSFUL OFFEROR will make every effort to ensure that each flow monitoring site will not cause a line stoppage for the duration of the AGREEMENT.
- 5.8 Equipment installation and initial calibration is to be certified by SUCCESSFUL OFFEROR at time of meter

EXHIBIT A - SPECIFICATIONS / SCOPE OF WORK

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installation, and the initial calibration reports are to be submitted to the DISTRICT. Delivery of the initial calibration reports within seven (7) calendar days of installation is a required condition for the DISTRICT to pay the invoice for delivery and installation of the metering equipment and appurtenances. In addition, equipment shall be field calibrated at intervals necessary to meet uptime and evaluation requirements, and at a minimum, shall be field calibrated every six (6) months. DISTRICT reserves the right to observe the calibration or installation work used to maintain flow meter and depth equipment. SUCCESSFUL OFFEROR shall coordinate observations of the calibration work with DISTRICT Project Manager and/or designee upon request.

- 5.9 Power for all metering equipment shall be provided by batteries contained within the manhole. Connection to external power sources will not be allowed. Batteries shall be rated to provide a minimum of six (6) months of continuous service before replacement. Documentation of each battery replacement during the AGREEMENT period shall be submitted to the DISTRICT upon request, outlining what service life was attained.
- 5.10 Removal of meter equipment: SUCCESSFUL OFFEROR shall remove any area velocity or depth requested by the DISTRICT to be removed from the AGREEMENT at the established unit price referenced within the **Fee Schedule (Exhibit C)**. Removal of the meter equipment shall be completed within seven (7) calendar days from the DISTRICT Project Manager and/or designee written request. The DISTRICT may, at its sole discretion, remove SUCCESSFUL OFFEROR 's equipment from manholes and return the equipment to the SUCCESSFUL OFFEROR.
- 5.11 Removal and Reinstallation of meter equipment: SUCCESSFUL OFFEROR shall remove and re-install any area velocity or depth meter requested by the DISTRICT for operational requirements (Cleaning, Maintenance, etc.) at the established unit price referenced within the **Fee Schedule (Exhibit C)**. Removal of the meter equipment shall be completed within three (3) business days from the DISTRICT Project Manager and/or designee written request. The DISTRICT may, at its sole discretion, remove SUCCESSFUL OFFEROR 's equipment from manholes and return the equipment to the SUCCESSFUL OFFEROR. When DISTRICT work is complete, DISTRICT Project Manager and/or designee will request the SUCCESSFUL OFFEROR to re-install the meter. Meter re-installations shall meet all other requirements of the AGREEMENT. Re-installation of the meter equipment shall be completed within three (3) business days from the DISTRICT Project Manager and/or designee written request at the established unit price referenced within the **Fee Schedule (Exhibit C)**. Meters removed and re-installed are exempt from the monthly uptime requirements during the removal and re-installation period.
- 5.12 DISTRICT agrees to share Geographical Information Systems (GIS) data related to the sanitary sewer collections system with SUCCESSFUL OFFEROR on a semi-annual basis to support field activities. This data shall not be shared with third parties without the express written authorization of the DISTRICT.

6.0 CONTINUOUS FLOW METERING SERVICE – TELEMETRY, DATA STORAGE AND RETRIEVAL:

- 6.1 Data is to be sampled and logged every 15 minutes from the meter and transmitted once per day via cellular phone service immediately to the SUCCESSFUL OFFEROR's secure Internet server. DISTRICT shall have all the required permissions and clearances to access, view, and download data directly from the flow meters at all times outside the once daily window.
- 6.2 Flow data is to be backed up from the SUCCESSFUL OFFEROR's server daily and backed up on the DISTRICT server monthly after final data submittal.
- 6.3 Data shall be accessible by the DISTRICT on the SUCCESSFUL OFFEROR 's Internet website, with password-protected access.
- 6.4 Data transfer from the SUCCESSFUL OFFEROR 's web server to the DISTRICT is to be unlimited.
- 6.5 Data is to be available to the District 24 hours a day, 7 days a week, and 365 days a year.
- 6.6 SUCCESSFUL OFFEROR shall perform weekly Quality Control on the reported data, including multi-month time periods (once established) and inform the DISTRICT Project Manager and/or designee immediately if a metering malfunction is suspected and provide an estimation of when the malfunction can be remedied. Subsequently, to the metering malfunction being corrected and operational the SUCCESSFUL OFFEROR shall provide DISTRICT Project Manager and/or designee with an official written notice indicating as such.

EXHIBIT A - SPECIFICATIONS / SCOPE OF WORK

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- 6.7 SUCCESSFUL OFFEROR shall push all metering data via secure network connection to DISTRICT server daily.
- 6.8 SUCCESSFUL OFFEROR shall host flow data on SUCCESSFUL OFFEROR 's secure server and provide 24-hour/day password-protected Internet access to that data. SUCCESSFUL OFFEROR shall provide one two (2) hour training session to DISTRICT personnel regarding data access annually.
- 7.0 WEBSITE SOFTWARE REQUIREMENTS:**
- 7.1 SUCCESSFUL OFFEROR shall provide software system that allows authorized DISTRICT personnel to view, download, or print information at any time.
- 7.2 Software shall be Internet web-based, requiring only Microsoft Edge on a DISTRICT desktop or laptop computer and an Internet connection.
- 7.3 Software must allow for remote Internet access to the flow metering data 24 hours a day, 7 days a week, 365 days a year.
- 7.4 At a minimum, the software shall provide the ability to view the raw flow data for each meter, in both tabular and graphic format, in the following forms, for any user-specified time period:
- 7.4.1 Depth and velocity
- 7.4.2 Calculated flow rate Q (in MGD)
- 7.4.3 Depth/Diameter (d/D) ratio
- 7.5 Software shall provide the ability to view hydrographs, scatter-plots, and tabular data for any user-selectable measurement obtained from each metering site including such measurements as: level, velocity, flow, and depth/diameter.
- 7.5.1 Software shall provide the ability to create scatterplots of depth versus velocity.
- 7.5.2 Software shall provide the ability for District to directly access the data for each metering location without going to the software system via an Application Programming Interface (API) or other means such that the District can directly import data via JSON or GeoJSON. The DISTRICT intends to import data into external software such as ArcGIS Online, PowerBI, and/or Bentley SewerGEMS.
- 7.6 Software must be able to produce a single, downloadable tabular report containing all metering sites that shows the minimum, average, and maximum values for user-specified parameters, for example flow, level, velocity, and depth/diameter for any user-specified time period. SUCCESSFUL OFFEROR must demonstrate that the provided software contains these reporting functions.
- 7.7 Software shall provide the ability to view and download data with user-defined intervals and durations (1 hour, 24 hours, weekly, monthly, yearly, all data). Also provide the ability to view data for a given date range, for example, February 1 through 28 of a given year. Data shall be available in Microsoft Excel format and/or comma separated value format.
- 7.8 Software shall provide a "data dump" function that allows all metering data to be downloaded from all metering sites, in Microsoft Excel format and/or comma separated value format, with one single user action. Functionality that requires a user download action for each site separately will not meet this requirement.
- 7.9 Software shall log all service, maintenance, and calibration activity. Log file shall provide date of each log entry with twenty-four (24) hour time of day stamp. Log file shall include meter stop and re-start times and battery power levels. Log files shall always be available for viewing by DISTRICT personnel via software.
- 7.10 Software shall have site installation or replacement reports available. Reports shall include all pertinent installation or replacement information such as flow meter site location map, name of given site, date of installation or

EXHIBIT A - SPECIFICATIONS / SCOPE OF WORK

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replacement, flow meter information, calibration information, manhole configuration, sensor layout, and photos of the installation for each site.

8.0 CUSTOMER SUPPORT:

- 8.1 Live customer phone support by SUCCESSFUL OFFEROR qualified staff is to be available 8:00 AM through 5:00 PM, Pacific Standard Time, Monday through Friday.
- 8.2 SUCCESSFUL OFFEROR shall provide an emergency field contact phone number for a field representative. The SUCCESSFUL OFFEROR 's field representative shall be available within 24 hours to respond to emergency conditions.

9.0 SUCCESSFUL OFFEROR PERSONNEL:

- 9.1 SUCCESSFUL OFFEROR shall provide a dedicated Project Manager and Field Manager for activities associated with the scope of work and shall submit their associated resumes. Resumes shall list experience, qualifications, and certifications required to complete the tasks associated with the project. SUCCESSFUL OFFEROR shall provide the names and qualifications of maintenance personnel that will be installing, calibrating, and maintaining the flow meter equipment.
- 9.2 Field Manager shall oversee the scheduling and work efforts of the maintenance personnel. Field Manager shall also maintain records of all field activities (i.e. calibrations, field investigations, installations, repairs and/or replacement, etc.). All activity records shall be made available for viewing on the website. Field Manager shall be the single point of contact for field related issues.

10.0 MONTHLY DATA REQUIREMENTS:

- 10.1 SUCCESSFUL OFFEROR shall provide reviewed and finalized data monthly. Finalized data shall fill in gaps in the data where either depth or velocity measurements are unavailable. Anomalies shall also be corrected in finalized data.
- 10.2 In addition to finalized data, each metering location shall always have valid raw unedited velocity and depth sensor data available.
- 10.3 SUCCESSFUL OFFEROR shall provide uptime at a minimum of 90% of the time for each, and no site shall be down for more than 72 working hours. Working hours are defined as DISTRICT working hours (as of the writing of this RFP it is Monday to Thursday, 6:30 AM to 5:00 PM). Any site that does not meet 90% uptime and is down for more than 72 working hours shall not be billed in the given monthly cycle. Sites that do not meet the 90% uptime but were out for less than 72 working hours shall be prorated. For area velocity meters: a minimum of one (1) depth sensor and one (1) velocity sensor shall be operational 90% of the time in order for the flow meter to meet the uptime requirements. For depth only meters: a minimum of one (1) depth sensor shall be operational 90% of the time in order for the flow meter to meet the uptime requirements. Manufactured data in order to fill data gaps shall not be considered in uptime requirements.
- 10.3.1 Sites that do not meet the minimum uptime requirements due to the following shall be prorated for the invoice period after providing written documentation to the DISTRICT Project Manager and upon agreement from DISTRICT: 1) construction activities or 2) activities outside the OFFEROR'S control. Should the activities extend beyond one invoice period, the site(s) shall be permitted to be billed for the following invoice period(s) after providing written documentation to the DISTRICT Project Manager and upon agreement from DISTRICT. A list of affected site(s) shall be listed on the invoice(s).
- 10.3.2 Sites that do not meet the minimum uptime requirements due to cleaning activities by DISTRICT staff that require temporary removal of metering equipment shall be billed for the full invoice period provided that SUCCESSFUL OFFEROR re-installs and re-establishes equipment within 72 working hours of DISTRICT staff notifying SUCCESSFUL OFFEROR that cleaning activities have been completed.
- 10.3.3 SUCCESSFUL OFFEROR agrees to document sites not meeting uptime requirements of 10.3 as part of Invoicing.

<p style="text-align: center;">EXHIBIT A - SPECIFICATIONS / SCOPE OF WORK RFP 250000</p>
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11.0 SAFETY AND LICENSING:

- 11.1 SUCCESSFUL OFFEROR to submit a copy of their Workplace Safety Programs with their RFP response. Programs shall include but are not limited to the following:
- 11.1.1 Hazard Communication Program including all material safety data sheets (MSDS) for any chemicals being used during the work.
- 11.1.2 Confined Space Entry Program, complying with all OSHA requirements.
- 11.2 SUCCESSFUL OFFEROR shall provide all applicable licenses and/or certifications required to legally and safely perform the tasks required in the Scope of Services. This includes but is not limited to a Clark County business license.
- 11.3 SUCCESSFUL OFFEROR shall submit a Work Zone Safety Plan complying with all applicable laws, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property from damage, injury or loss including all applicable Occupational Safety and Health regulations. The SUCCESSFUL OFFEROR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this work.
- 11.4 SUCCESSFUL OFFEROR shall obtain a traffic control permit from Clark County for each site prior to performing work there. Various locations may require approval by the Nevada Department of Transportation (NDOT). Refer to SECTIONS E-1 and E-2, ATTACHMENTS 1 and 2 for the agency responsible for traffic control review for each location.
- 11.5 SUCCESSFUL OFFEROR shall take all reasonable precautions for the safety of all employees performing work and all other persons who may be affected by the work.
- 11.6 SUCCESSFUL OFFEROR is responsible to ensure their employees have received adequate safety training specific to the safety programs listed above and, if requested, provide documentation of such training.

12.0 AGREEMENT CLOSEOUT:

- 12.1 Within thirty (30) calendar days of the expiration/termination of this agreement, the SUCCESSFUL OFFEROR shall remove all leased metering equipment as described in the aforementioned **Exhibit A – Specifications / Scope of Work, Article 4.0** from all applicable DISTRICT manholes. The applicable manholes shall be restored to pre-installation condition, to include dry-packing of any holes in concrete, and restoration of T-lock or coating materials.
- 12.2 Upon completion of restoration of all applicable manholes, the SUCCESSFUL OFFEROR shall request the DISTRICT Project Manager or designee to conduct an inspection of the restored manholes and receive DISTRICT Project Manager or designee approval of the restored manholes prior to the DISTRICT release of the SUCCESSFUL OFFEROR 's performance bond.

13.0 PHASE-IN PERIOD:

- 13.1 SUCCESSFUL OFFEROR project plan shall include a thirty (30) days Phase-In period to accomplish a smooth and successful transition to provide flow monitor services. SUCCESSFUL OFFEROR's Phase-In period shall begin upon receipt of DISTRICT issued Purchase Order (PO). This period shall last up to thirty (30) days preceding the receipt of issuance of DISTRICT PO.
- 13.2 During the Phase-In period, SUCCESSFUL OFFEROR designated Project Manager and Field Manager shall work in collaboration with designated DISTRICT personnel with initiating the full project schedule/plan to include detailing the responsibilities of assigned personnel; establish a key control plan; prepare a Contingency Plan for emergencies; obtain necessary permits; and install all necessary meter equipment and website software etc. The DISTRICT shall not be invoiced by the SUCCESSFUL OFFEROR until the Phase-In period has concluded.

14.0 PHASE-OUT PERIOD:

EXHIBIT A - SPECIFICATIONS / SCOPE OF WORK

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- 14.1 SUCCESSFUL OFFEROR recognizes that the flow metering services provided by this AGREEMENT are essential to the DISTRICT'S overall efforts in tracking its flow; continuity thereof must be maintained at a consistently high level without interruption. Upon expiration of this AGREEMENT, if applicable, a SUCCESSOR shall continue to provide and/or maintain comparable services. The SUCCESSOR in conjunction with designated DISTRICT personnel will need to coordinate removal of SUCCESSFUL OFFEROR equipment and replace it with the SUCCESSOR'S new equipment in the most strategic manner possible. Therefore, the SUCCESSFUL OFFEROR must cooperate in order to affect an orderly and efficient transition. Accordingly, the SUCCESSFUL OFFEROR agrees to work in collaboration with designated DISTRICT personnel and SUCCESSOR in the scheduling for removal of meter equipment up to thirty (30) days prior to AGREEMENT expiration. The Phase-Out transition shall comprise of a maximum of thirty (30) working days, eight (8) hours per day. The SUCCESSFUL OFFEROR shall be totally responsible for providing flow monitor services called for by this AGREEMENT up to AGREEMENT expiration date, once the Phase-Out period begins (30 days prior to AGREEMENT expiration) the SUCCESSFUL OFFEROR is no longer required to conduct flow monitor services for the DISTRICT. The SUCCESSFUL OFFEROR Performance Bond shall remain valid until the Phase-Out Period expires.
- 15.0 OTHER WORK/SERVICES:**
- 15.1 Within the general scope of this Agreement, Other Work/Services may be required to meet the desired conditions and/or services not covered within this Agreement.
- 15.2 **The DISTRICT'S estimate of Other Work/Services project(s) shall be under \$100,000.00 over the term of the AGREEMENT. If the cost of Other Work/Services exceeds the \$100,000.00 threshold, the DISTRICT may issue a formal "SOLICITATION" for any related Other Work/Services.**
- 15.3 Other Work/Services quotations will be requested in writing by the DISTRICT'S Designated Facilities Manager or designee. The SUCCESSFUL OFFEROR shall provide the necessary quote within three (3) business days to the DISTRICT'S Designated Facilities Manager or designee for review and approval. If quoted pricing is deemed to be fair and reasonable the SUCCESSFUL OFFEROR will be notified to proceed with the work by means of an issued Purchase Order. If the quoted pricing is not deemed to be fair and reasonable the DISTRICT reserves the right to negotiate pricing with the SUCCESSFUL OFFEROR. However, if an impasse were to occur between the SUCCESSFUL OFFEROR and the DISTRICT, the DISTRICT reserves the right to seek quotations from other qualified Flow Meter suppliers/service provider for these Other Work/Services.
- 15.4 Other Work/Services shall be performed in accordance with all requirements and specifications of the original Agreement plus any special provisions issued to execute the work.
- 15.5 The time of performance shall be by mutual agreement between the SUCCESSFUL OFFEROR and the DISTRICT'S Designated Facilities Manager or designee, unless otherwise specified by the DISTRICT'S Designated Facilities Manager or designee.
- 15.6 The SUCCESSFUL OFFEROR compensation for Other Work/Services shall be in accordance with the DISTRICT'S approved and/or mutually agreed negotiated amount.
- 15.6.1 The quoted fees shall include all costs for personnel (prevailing wage), supervision, travel, equipment, tools, materials, parts and supplies necessary to remedy/address the situation/issue.
- 15.6.2 When the Other Work/Services is done by the on-site crew in conjunction with SUCCESSFUL OFFEROR regular duties, the SUCCESSFUL OFFEROR shall not receive additional compensation for the labor.
- 15.6.3 When the Other Work/Services have been accomplished, the SUCCESSFUL OFFEROR shall issue a separate/independent invoice to the DISTRICT for these services and list/input the issued DISTRICT Purchase Order Number on the applicable Other Work/Services invoice.
- 15.7 Other Work/Services include, but are not limited to the following additional services:
- 15.7.1 Installation of more technical advanced metering devices, which the DISTRICT would like to test on a trial basis at a new and/or existing location(s).

<p style="text-align: center;">EXHIBIT A - SPECIFICATIONS / SCOPE OF WORK RFP 250000</p>
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16.0 ADDITIONS & DELETIONS:

16.1 The DISTRICT, by written notice from the DISTRICT Purchasing Administrator or designee to the SUCCESSFUL OFFEROR, at any time during the term of this AGREEMENT, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the DISTRICT. Similar equipment, supplies, services, or locations added to the AGREEMENT shall be in accordance with the AGREEMENT specification/scope of services, and the charges or rates for items added shall be the same as specified in the **Fee Schedule (Pricing Sheet) (Exhibit C)**. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be charged to the DISTRICT at the SUCCESSFUL BIDDER'S normal and/or customary charges and/or rates for the equipment, supplies, locations and/or services, which shall be similar to the overall classification of the RFP's intent if such rates are found to be fair and reasonable.

16.2 **NOTE: ALL PROSPECTIVE OFFERORS PLEASE BE ADVISED THAT THE DISTRICT MAY CHANGE SOME OF ITS REQUIREMENTS (I.E. LOCATIONS, & EQUIPMENT) DURING THE COURSE OF THE AGREEMENT. THEREFORE, IF THE DISTRICT ELECTS TO DO SO THE SUCCESSFUL OFFEROR OF THIS RFP 250000 FOR FLOW MONITOR SERVICES WILL BE REQUIRED TO ADHERE TO THE CHANGED REQUIREMENTS AND A FAIR AND REASONABLE PRICE SHALL BE NEGOTIATED BETWEEN THE DISTRICT AND THE SUCCESSFUL OFFEROR TO ADDRESS THE DISTRICT'S NEEDS.**

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EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

YEAR ONE (1) – Flow Monitor Services

LINE ITEM	DESCRIPTION OF SERVICES	ESTIMATED QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	AREA VELOCITY METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate all required area velocity meter equipment within the collection system as described within the scope of services.	89	EACH	\$0.00	\$0.00
2	DEPTH METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate all required depth meter equipment within the collection system as described within the scope of services.	10	EACH	\$0.00	\$0.00
3	ADDITIONAL AREA VELOCITY METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate additional area velocity meter equipment within the collection system as described within the scope of services and as requested by District.	10	EACH	\$2,600.00	\$26,000.00
4	ADDITIONAL AREA DEPTH METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools,	10	EACH	\$1,640.00	\$16,400.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

	transportation, insurance, licenses and permits necessary to install and calibrate additional depth meter equipment within the collection system as described within the scope of services and as requested by District.				
5	MONTHLY AREA VELOCITY METERING MONITORING SERVICE SUCCESSFUL OFFEROR shall provide all necessary equipment, appurtenances, supervision, labor, telemetry and software, necessary to operate and maintain area velocity metering equipment, provide warranty service, generate/monitor flow meter data reports, host flow meter data at secure website, and provide customer support, as described within the scope of services. Bid item covers initial metering locations and additional metering locations.	1188	MONTHLY	\$760.00	\$902,880.00
6	MONTHLY DEPTH METERING MONITORING SERVICE SUCCESSFUL OFFEROR shall provide all necessary equipment, appurtenances, supervision, labor, telemetry and software, necessary to operate and maintain depth metering equipment, provide warranty service, generate/monitor flow meter data reports, host flow meter data at secure website, and provide customer support, as described within the scope of services. Bid item covers initial metering locations and additional metering locations.	240	MONTHLY	\$357.00	\$85,680.00
7	REMOVAL OF AREA VELOCITY METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove area	2	EACH	\$750.00	\$1,500.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

	velocity meter equipment from designated site(s) identified by District as described within the scope of services. <i>*Equipment that will be permanently removed from location and no longer considered part of the AGREEMENT.</i>				
8	REMOVAL OF DEPTH METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove depth meter equipment from designated site(s) identified by District as described within the scope of services. <i>*Equipment that will be permanently removed from location and no longer considered part of the AGREEMENT.</i>	2	EACH	\$500.00	\$1,000.00
9	REMOVAL AND REINSTALLATION OF AREA VELOCITY METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove and reinstall area velocity meter equipment from designated site(s) identified by District as described within the scope of services.	20	EACH	\$1,400.00	\$28,000.00
10	REMOVAL AND REINSTALLATION OF DEPTH METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove and reinstall depth meter equipment from designated site(s) identified by District as described within the scope of services.	20	EACH	\$900.00	\$18,000.00
11	TRAINING SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, materials and supplies necessary to conduct both	8	HOUR	\$0.00	\$0.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

	training for flow meter data interpretation and “as needed” training to designated District staff as described within the scope of services.				
12	OTHER WORK SERVICES – Standard Blended Labor Rate	40	HOUR	\$200.00	\$8,000.00
13	OTHER WORK SERVICES – Percent Mark-Up for Parts/Material/Equipment	\$50,000 Budget Amount	15% Mark-up	\$50,000 x 15% = \$7,500 + \$50K = Extended Price	\$57,500.00
YEAR ONE (1) SUBTOTAL AMOUNT					\$1,144,960.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

YEAR TWO (2) – Flow Monitor Services

LINE ITEM	DESCRIPTION OF SERVICES	ESTIMATED QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	ADDITIONAL AREA VELOCITY METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate additional area velocity meter equipment within the collection system as described within the scope of services and as requested by District.	10	EACH	\$2,730.00	\$27,300.00
2	ADDITIONAL AREA DEPTH METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate additional depth meter equipment within the collection system as described within the scope of services and as requested by District.	10	EACH	\$1,722.00	\$17,220.00
3	MONTHLY AREA VELOCITY METERING MONITORING SERVICE SUCCESSFUL OFFEROR shall provide all necessary equipment, appurtenances, supervision, labor, telemetry and software, necessary to operate and maintain area velocity metering equipment, provide warranty service, generate/monitor flow meter data reports, host flow meter data at secure website, and provide customer support, as described within the scope of services.	1188	MONTHLY	\$798.00	\$948,024.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

	Bid item covers initial metering locations and additional metering locations.				
4	MONTHLY DEPTH METERING MONITORING SERVICE SUCCESSFUL OFFEROR shall provide all necessary equipment, appurtenances, supervision, labor, telemetry and software, necessary to operate and maintain depth metering equipment, provide warranty service, generate/monitor flow meter data reports, host flow meter data at secure website, and provide customer support, as described within the scope of services. Bid item covers initial metering locations and additional metering locations.	240	MONTHLY	\$375.00	\$90,000.00
5	REMOVAL OF AREA VELOCITY METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove area velocity meter equipment from designated site(s) identified by District as described within the scope of services. <i>*Equipment that will be permanently removed from location and no longer considered part of the AGREEMENT.</i>	2	EACH	\$788.00	\$1,576.00
6	REMOVAL OF DEPTH METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove depth meter equipment from designated site(s) identified by District as described within the scope of services. <i>*Equipment that will be permanently removed from location and no longer considered part of the AGREEMENT.</i>	2	EACH	\$525.00	\$1,050.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

7	REMOVAL AND REINSTALLATION OF AREA VELOCITY METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove and reinstall area velocity meter equipment from designated site(s) identified by District as described within the scope of services.	20	EACH	\$1,470.00	\$29,400.00
8	REMOVAL AND REINSTALLATION OF DEPTH METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove and reinstall depth meter equipment from designated site(s) identified by District as described within the scope of services.	20	EACH	\$945.00	\$18,900.00
9	TRAINING SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, materials and supplies necessary to conduct both training for flow meter data interpretation and “as needed” training to designated District staff as described within the scope of services.	8	HOUR	\$0.00	\$0.00
10	OTHER WORK SERVICES – Standard Blended Labor Rate	40	HOUR	\$210.00	\$8,400.00
11	OTHER WORK SERVICES – Percent Mark-Up for Parts/Material/Equipment	\$50,000 Budget Amount	15% Mark-up	\$50,000 x 15% = \$7,500 + \$50K = Extended Price	\$57,500.00

YEAR TWO (2) SUBTOTAL AMOUNT

\$1,199,370.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

YEAR THREE (3) – Flow Monitor Services

LINE ITEM	DESCRIPTION OF PERSONNEL	ESTIMATED QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	ADDITIONAL AREA VELOCITY METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate additional area velocity meter equipment within the collection system as described within the scope of services and as requested by District.	10	EACH	\$2,867.00	\$28,670.00
2	ADDITIONAL AREA DEPTH METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate additional depth meter equipment within the collection system as described within the scope of services and as requested by District.	10	EACH	\$1,808.00	\$18,080.00
3	MONTHLY AREA VELOCITY METERING MONITORING SERVICE SUCCESSFUL OFFEROR shall provide all necessary equipment, appurtenances, supervision, labor, telemetry and software, necessary to operate and maintain area velocity metering equipment, provide warranty service, generate/monitor flow meter data reports, host flow meter data at secure website, and provide customer support, as described within the scope of services.	1188	MONTHLY	\$838.00	\$995,544.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

	Bid item covers initial metering locations and additional metering locations.				
4	MONTHLY DEPTH METERING MONITORING SERVICE SUCCESSFUL OFFEROR shall provide all necessary equipment, appurtenances, supervision, labor, telemetry and software, necessary to operate and maintain depth metering equipment, provide warranty service, generate/monitor flow meter data reports, host flow meter data at secure website, and provide customer support, as described within the scope of services. Bid item covers initial metering locations and additional metering locations.	240	MONTHLY	\$394.00	\$94,560.00
5	REMOVAL OF AREA VELOCITY METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove area velocity meter equipment from designated site(s) identified by District as described within the scope of services. <i>*Equipment that will be permanently removed from location and no longer considered part of the AGREEMENT.</i>	25	EACH	\$827.00	\$20,675.00
6	REMOVAL OF DEPTH METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove depth meter equipment from designated site(s) identified by District as described within the scope of services. <i>*Equipment that will be permanently removed from location and no longer considered part of the AGREEMENT.</i>	2	EACH	\$551.00	\$1,102.00
7	REMOVAL AND REINSTALLATION OF AREA VELOCITY METER	20	EACH	\$1,544.00	\$30,880.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

	SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove and reinstall area velocity meter equipment from designated site(s) identified by District as described within the scope of services.				
8	REMOVAL AND REINSTALLATION OF DEPTH METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove and reinstall depth meter equipment from designated site(s) identified by District as described within the scope of services.	20	EACH	\$992.00	\$19,840.00
9	TRAINING SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, materials and supplies necessary to conduct both training for flow meter data interpretation and “as needed” training to designated District staff as described within the scope of services.	8	HOUR	\$0.00	\$0.00
10	OTHER WORK SERVICES – Standard Blended Labor Rate	40	HOUR	\$221.00	\$8,840.00
11	OTHER WORK SERVICES – Percent Mark-Up for Parts/Material/Equipment	\$50,000 Budget Amount	15% Mark-up	\$50,000 x 15% = \$7,500 + \$50K = Extended Price	\$57,500.00
YEAR THREE (3) SUBTOTAL AMOUNT					\$1,275,691.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

YEAR FOUR (4) – Flow Monitor Services

LINE ITEM	DESCRIPTION OF SERVICES	ESTIMATED QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	ADDITIONAL AREA VELOCITY METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate additional area velocity meter equipment within the collection system as described within the scope of services and as requested by District.	10	EACH	\$3,010.00	\$30,100.00
2	ADDITIONAL AREA DEPTH METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate additional depth meter equipment within the collection system as described within the scope of services and as requested by District.	10	EACH	\$1,898.00	\$18,980.00
3	MONTHLY AREA VELOCITY METERING MONITORING SERVICE SUCCESSFUL OFFEROR shall provide all necessary equipment, appurtenances, supervision, labor, telemetry and software, necessary to operate and maintain area velocity metering equipment, provide warranty service, generate/monitor flow meter data reports, host flow meter data at secure website, and provide customer support, as described within the scope of services. Bid item covers initial metering locations and additional metering locations.	1188	MONTHLY	\$880.00	\$1,045,440.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

4	MONTHLY DEPTH METERING MONITORING SERVICE SUCCESSFUL OFFEROR shall provide all necessary equipment, appurtenances, supervision, labor, telemetry and software, necessary to operate and maintain depth metering equipment, provide warranty service, generate/monitor flow meter data reports, host flow meter data at secure website, and provide customer support, as described within the scope of services. Bid item covers initial metering locations and additional metering locations.	240	MONTHLY	\$414.00	\$99,360.00
5	REMOVAL OF AREA VELOCITY METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove area velocity meter equipment from designated site(s) identified by District as described within the scope of services. <i>*Equipment that will be permanently removed from location and no longer considered part of the AGREEMENT.</i>	2	EACH	\$868.00	\$1,736.00
6	REMOVAL OF DEPTH METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove depth meter equipment from designated site(s) identified by District as described within the scope of services. <i>*Equipment that will be permanently removed from location and no longer considered part of the AGREEMENT.</i>	2	EACH	\$579.00	\$1,158.00
7	REMOVAL AND REINSTALLATION OF AREA VELOCITY METER SUCCESSFUL OFFEROR shall provide	20	EACH	\$1,621.00	\$32,420.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

	all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove and reinstall area velocity meter equipment from designated site(s) identified by District as described within the scope of services.				
8	REMOVAL AND REINSTALLATION OF DEPTH METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove and reinstall depth meter equipment from designated site(s) identified by District as described within the scope of services.	20	EACH	\$1,042.00	\$20,840.00
9	TRAINING SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, materials and supplies necessary to conduct both training for flow meter data interpretation and “as needed” training to designated District staff as described within the scope of services.	8	HOUR	\$0.00	\$0.00
10	OTHER WORK SERVICES – Standard Blended Labor Rate	40	HOUR	\$232.00	\$9,280.00
11	OTHER WORK SERVICES – Percent Mark-Up for Parts/Material/Equipment	\$50,000 Budget Amount	15% Mark-up	$\$50,000 \times 15\% = \$7,500 + \$50K =$ Extended Price	\$57,500.00
YEAR FOUR (4) SUBTOTAL AMOUNT					\$1,316,814.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

EAR FIVE (5) – Flow Monitoring Services

LINE ITEM	DESCRIPTION OF SERVICES	ESTIMATED QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	ADDITIONAL AREA VELOCITY METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate additional area velocity meter equipment within the collection system as described within the scope of services and as requested by District.	10	EACH	\$3,161.00	\$31,610.00
2	ADDITIONAL AREA DEPTH METER INSTALLATION SERVICES OF EQUIPMENT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to install and calibrate additional depth meter equipment within the collection system as described within the scope of services and as requested by District.	10	EACH	\$1,993.00	\$19,930.00
3	MONTHLY AREA VELOCITY METERING MONITORING SERVICE SUCCESSFUL OFFEROR shall provide all necessary equipment, appurtenances, supervision, labor, telemetry and software, necessary to operate and maintain area velocity metering equipment, provide warranty service, generate/monitor flow meter data reports, host flow meter data at secure website, and provide customer support, as described within the scope of services.	1188	MONTHLY	\$924.00	\$1,097,712.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

	Bid item covers initial metering locations and additional metering locations.				
4	MONTHLY DEPTH METERING MONITORING SERVICE SUCCESSFUL OFFEROR shall provide all necessary equipment, appurtenances, supervision, labor, telemetry and software, necessary to operate and maintain depth metering equipment, provide warranty service, generate/monitor flow meter data reports, host flow meter data at secure website, and provide customer support, as described within the scope of services. Bid item covers initial metering locations and additional metering locations.	240	MONTHLY	\$435.00	\$104,400.00
5	REMOVAL OF AREA VELOCITY METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove area velocity meter equipment from designated site(s) identified by District as described within the scope of services. <i>*Equipment that will be permanently removed from location and no longer considered part of the AGREEMENT.</i>	2	EACH	\$911.00	\$1,822.00
6	REMOVAL OF DEPTH METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove depth meter equipment from designated site(s) identified by District as described within the scope of services. <i>*Equipment that will be permanently removed from location and no longer considered part of the AGREEMENT.</i>	2	EACH	\$608.00	\$1,216.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000

7	REMOVAL AND REINSTALLATION OF AREA VELOCITY METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove and reinstall area velocity meter equipment from designated site(s) identified by District as described within the scope of services.	20	EACH	\$1,702.00	\$34,040.00
8	REMOVAL AND REINSTALLATION OF DEPTH METER SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove and reinstall depth meter equipment from designated site(s) identified by District as described within the scope of services.	20	EACH	\$1,094.00	\$21,880.00
9	TRAINING SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, materials and supplies necessary to conduct both training for flow meter data interpretation and “as needed” training to designated District staff as described within the scope of services.	8	HOUR	\$0.00	\$0.00
10	PHASE OUT/AGREEMENT CLOSE-OUT SUCCESSFUL OFFEROR shall provide all necessary supervision, labor, tools, transportation, insurance, licenses and permits necessary to remove all meter equipment (both Area Velocity/Depth) from designated site(s) by coordinating with District personnel as described within the scope of services.	119	EACH	\$911.00	\$108,409.00
11	OTHER WORK SERVICES – Standard Blended Labor Rate	40	HOUR	\$244.00	\$9,760.00
12	OTHER WORK SERVICES – Percent Mark-Up for Parts/Material/Equipment	\$50,000 Budget Amount	15% Mark-up	$\$50,000 \times 15\% = \$7,500 + \$50K =$ Extended Price	\$57,500.00

EXHIBIT C – FINAL FEE SCHEDULE – RFP 250000
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YEAR FIVE (5) SUBTOTAL AMOUNT

\$1,488,279.00

TOTAL EXTENDED AMOUNT SUMMARY	
YEAR ONE (1) – SUBTOTAL AMOUNT	\$1,144,960.00
YEAR TWO (2) - SUBTOTAL AMOUNT	\$1,199,370.00
YEAR THREE (3) - SUBTOTAL AMOUNT	\$1,275,691.00
YEAR FOUR (4), OPTION YEAR ONE (1) – SUBTOTAL AMOUNT	\$1,316,814.00
YEAR FIVE (5), OPTION YEAR TWO (2) – SUBTOTAL AMOUNT	\$1,488,279.00
TOTAL AMOUNT SUMMARY	\$6,425,114.00

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EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

SOLICITATION NO.: RFP-250000

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 3						
Corporate/Business Entity Name: ADS LLC, dba ADS Environmental Services						
(Include d.b.a., if applicable)						
Street Address: 340 The Bridge Street, Suite 204			Website: adsenv.com			
City, State and Zip Code: Huntsville, AL 35806			POC Name: Dave Belomy			
Telephone No: 256-430-3366			Email: dbelomy@idexcorp.com			
Nevada Local Street Address: (If different from above) 51 N. Pecos Road, Suite 103			Website:			
City, State and Zip Code: Las Vegas, NV 88901			Local Fax No:			
Local Telephone No: 510-731-4003			Local POC Name: Rickey Bradley			
			Email: rbradley@idexcorp.com			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Matthew J. Eisert	General Manager & Assistant Secretary	0%
Bobby G. Pickett, Jr.	Director of Finance & Assistant Secretary	0%

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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


 Signature
 Director of Finance
 Title

Bobby G. Pickett

Print Name

9/9/2024

Date

EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

SOLICITATION NO.: RFP-200016

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 REQUIREMENTS – RFP 250000

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

1.0 FORMAT / TIME:

1.1 SUCCESSFUL OFFEROR shall provide DISTRICT with Certificates of Insurance, per the sample format (page 61), for coverages as listed below, and endorsements affecting coverage required by this AGREEMENT within ten (10) calendar days after the award by DISTRICT. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of AGREEMENT and any renewal periods.

2.0 BEST KEY RATING:

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

3.0 DISTRICT COVERAGE:

3.1 DISTRICT, its officers and employees must be expressly covered as additional insured except on workers' compensation insurance coverage's. SUCCESSFUL OFFEROR'S insurance shall be primary as respects DISTRICT, its officers and employees.

4.0 ENDORSEMENT / CANCELLATION:

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

5.0 DEDUCTIBLES:

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

6.0 AGGREGATE LIMITS:

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

7.0 COMMERCIAL GENERAL LIABILITY:

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

8.0 AUTOMOBILE LIABILITY:

8.1 Subject to paragraph 6 of this attachment, SUCCESSFUL OFFEROR 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 SUCCESSFUL OFFEROR and any auto used for the performance of services under

AGREEMENT.

9.0 WORKERS' COMPENSATION:

EXHIBIT E – INSURANCE REQUIREMENTS – RFP 250000

9.1 SUCCESSFUL OFFEROR shall obtain and maintain for the duration of AGREEMENT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a SUCCESSFUL OFFEROR who is a Sole Proprietor shall be required to submit an affidavit (Attachment "B") indicating that SUCCESSFUL OFFEROR 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.

10.0 FAILURE TO MAINTAIN COVERAGE:

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

11.0 ADDITIONAL INSURANCE:

11.1 SUCCESSFUL OFFEROR is encouraged to purchase any such additional insurance as it deems necessary.

12.0 DAMAGES:

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

13.0 COST:

13.1 SUCCESSFUL OFFEROR shall pay all associated costs for the specified insurance. The cost shall be included in the Proposal price(s).

14.0 INSURANCE SUBMITTAL ADDRESS:

14.1 All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District Procurement Solutions Section. See Article 4. "Submittal Procedure" in the Special Instructions to OFFEROR(s) section of this RFP for the appropriate mailing address.

15.0 INSURANCE FORM INSTRUCTIONS:

15.1 The following information must be filled in by SUCCESSFUL OFFEROR Insurance Company representative:

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

15.1.2 SUCCESSFUL OFFEROR'S name, complete address, phone and fax numbers.

15.1.3 Insurance Company's Best Key Rating

16.1.4 Commercial General Liability (Per Occurrence)

16.1.4.1 Policy Number

16.1.4.2 Policy Effective Date

16.1.4.3 Policy Expiration Date

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

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

EXHIBIT E – INSURANCE REQUIREMENTS – RFP 250000

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

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

16.1.4.8 Fire Damage (\$50,000)

16.1.4.9 Medical Expenses (\$5,000)

16.1.5 Automobile Liability (Any Auto)

16.1.5.1 Policy Number

16.1.5.2 Policy Effective Date

16.1.5.3 Policy Expiration Date

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

16.1.6 Worker's Compensation

16.1.7 Description: RFP-250000 for Flow Monitor Services (must be identified on the initial insurance form and each renewal form).

16.1.8 Certificate Holder

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

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

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EXHIBIT E – INSURANCE REQUIREMENTS – RFP 250000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	3. CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C No. Ext):</td> <td style="width: 50%;">BROKER'S PHONE NUMBER</td> <td style="width: 50%;">FAX (A/C No.):</td> <td style="width: 50%;">BROKER'S FAX NUMBER</td> </tr> <tr> <td colspan="4">E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS</td> </tr> <tr> <td colspan="3">INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> </table>	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.):	BROKER'S FAX NUMBER	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS				INSURER(S) AFFORDING COVERAGE			NAIC #
PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.):	BROKER'S FAX NUMBER										
E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS													
INSURER(S) AFFORDING COVERAGE			NAIC #										
INSURED 2. SUCCESSFUL OFFEROR'S NAME ADDRESS PHONE & FAX NUMBERS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A:</td> <td style="width: 20%;">3. CARRIER'S</td> </tr> <tr> <td>INSURER B:</td> <td>BEST KEY</td> </tr> <tr> <td>INSURER C:</td> <td>RATING</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A:	3. CARRIER'S	INSURER B:	BEST KEY	INSURER C:	RATING	INSURER D:		INSURER E:		INSURER F:	
INSURER A:	3. CARRIER'S												
INSURER B:	BEST KEY												
INSURER C:	RATING												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

5. THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

7. RFP NO. 250000 for Flow Monitor Services

8. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY WATER RECLAMATION DISTRICT
 C/O PURCHASING AND CONTRACTS DEPARTMENT
 5857 E. FLAMINGO RD
 LAS VEGAS, NV 89122

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

9. AUTHORIZED REPRESENTATIVE

EXHIBIT E – INSURANCE REQUIREMENTS – RFP 250000
--

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY WATER RECLAMATION DISTRICT
C/O PROCUREMENT SOLUTIONS SECTION
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122

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

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

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

EXHIBIT E – INSURANCE REQUIREMENTS
AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR) - RFP 250000

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

duly sworn, depose and declare:

- 1.0 I am a Sole Proprietor;
- 2.0 I will not use the services of any employees in the performance of AGREEMENT, identified as RFP No. 250000 entitled Flow Monitor Services;
- 3.0 I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4.0 I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

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

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT F – CONTRACTOR/CONSULTANT MOBILIZATION POLICY – RFP 250000

1.0 PURPOSE:

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

2.0 BUSINESS TRAVEL:

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

3.0 RENTAL CARS:

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

4.0 MILEAGE:

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

5.0 LODGING, MEALS AND INCIDENTALS:

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

EXHIBIT F – CONTRACTOR/CONSULTANT MOBILIZATION POLICY – RFP 250000

- 5.2 Lodging, meal and incidental expenses for business-related travel on Monday through Friday will be reimbursed at the standard per diem rate established for federal government employees. Exceptions must be pre-approved in writing by authorized DISTRICT personnel.
- 5.3 Per federal guidelines, on the day of departure and the last day of travel, meal and incidental expenses will be reimbursed at 75% of the standard per diem rate for meals and incidental expenses.
- 5.4 The current Lodging, Meal and Incidental reimbursement rates for DISTRICT can be obtained via the Internet at www.gsa.gov/perdiem.
- 6.0 MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL:**
- Travelers shall not be reimbursed for meal and incidental expenses incurred for local and single-day travel. Meal and incidental expenses will only be reimbursed when the travel is outside the local area and for a duration longer than one of the traveler's ordinary work days.
- 7.0 MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS:**
- 7.1 Expenses such as alcohol, sightseeing, tours, souvenirs, gifts, toiletries, personal items, movies, health club fees, laundry, sporting events, spas, etc., and any other expenses incurred before or after approved business-related travel will not be reimbursed.
- 7.2 Travel expenses incurred by a spouse or other individual accompanying the traveler on business will not be reimbursed.
- 7.3 Expenses for travel insurance coverage will not be reimbursed.
- 8.0 REIMBURSEMENT**
- 8.1 All original receipts must be submitted for items not included in Per Diem, including all transportation (airfare/bus/rail, etc.), rental car, rental car fuel, and airport parking fees.

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EXHIBIT G – SUBCONTRACTOR INFORMATION – RFP 250000

It is SUCCESSFUL OFFEROR's intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET, NBE, ESB and LBE subcontractors in association with AGREEMENT:

1. Subcontractor Name: RoadSafe Traffic Systems, Inc.
Contact Person: Hope Huska Telephone Number: (702) 315-3696
Description of Work: External traffic control and Traffic control plans
Estimated Percentage of Total Dollars: 3%
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB ☐ LBE
 2. Subcontractor Name: Moseley Technical Services, Inc.
Contact Person: DeAnna Scott Telephone Number: (256) 529-4372
Description of Work: Contingent employee recruiter and staffing agency
Estimated Percentage of Total Dollars: 2%
Business Type: ☒ MBE ☐ WBE ☐ PBE ☒ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB ☐ LBE
 3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB ☐ LBE
 4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB ☐ LBE
 5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB ☐ LBE
 6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB ☐ LBE
 7. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ ESB ☐ LBE
- ☐ No MBE, WBE, PBE, SBE, VET, DVET, NBE, ESB, LBE subcontractors will be used.

EXHIBIT H – SAFETY AND SECURITY REQUIREMENTS – RFP 250000

Safety Requirements

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

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

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

SUCCESSFUL OFFEROR and its sub-consultants and/or sub-contractors shall follow all procedures set forth in 29 CFR 1910.147, The Control of Hazardous Energy (Lockout Tag-Out), when applicable, including but not limited to any equipment used by the SUCCESSFUL OFFEROR that is powered or energized by any means and/or that could start automatically. All field staff for DISTRICT and SUCCESSFUL OFFEROR participating in the project shall be instructed on the pertinent OSHA standards for Lockout Tag-Out procedures/protocol.

Where applicable, you must adhere to the following programs/notification processes for "Call Before You Dig"/USA North <http://call811.com/map-page/nevada>, Clark County Traffic Operations **702-455-7544** and Las Vegas Computerized Traffic Systems **702-229-6611**.

SUCCESSFUL OFFEROR 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. SUCCESSFUL OFFEROR shall be solely responsible for ensuring compliance with this requirement.

**Any safety questions shall be made to:
DISTRICT Safety Officer
702-668-8030**

EXHIBIT H – SAFETY AND SECURITY REQUIREMENTS – RFP 250000

Security Requirements, Restrictions, and Procedures

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

- 6 Only properly authorized and identified personnel will be allowed on DISTRICT facilities, and all authorized personnel shall prominently wear identification badges at all times when on the facility. These badges shall be issued by the DISTRICT and contain the individual's name, company affiliation, contract number for which work is being performed at the facility, and expiration date of authorization. SUCCESSFUL OFFEROR shall immediately collect and return to DISTRICT each badge for persons no longer needing access to the facility or no longer authorized to access the facility. SUCCESSFUL OFFEROR shall not allow any individuals onto DISTRICT facilities who have not been so authorized by the DISTRICT.
 - 7 Authorization for access to a facility may be limited to certain areas of a facility and conditioned on and/or subject to an escort by a designated DISTRICT representative.
 - 8 The SUCCESSFUL OFFEROR is responsible for maintaining security as to each DISTRICT facility while present thereon and/or therein.
 - 9 SUCCESSFUL OFFEROR shall not leave any DISTRICT facility unlocked/unsecured. DISTRICT facilities shall remain locked at all times unless authorized personnel of SUCCESSFUL OFFEROR, or its subcontractor and/or sub-consultant, are located on or inside the facility.
 - 10 SUCCESSFUL OFFEROR shall inform DISTRICT of every instance of ingress and egress of a DISTRICT facility. Specifically, for each instance in which SUCCESSFUL OFFEROR accesses or vacates a DISTRICT facility (including but not limited to, multiple visits to the facility in the same shift, leaving/returning from lunch breaks, ending a work shift, etc.), and prior to locking/unlocking or leaving/entering a DISTRICT facility, the SUCCESSFUL OFFEROR shall inform the designated DISTRICT representative that SUCCESSFUL OFFEROR or its sub-consultant(s) and/or sub-contractor(s) are entering/unlocking or leaving/locking the facility.
 - 11 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.
 - 12 Unless otherwise approved by the DISTRICT, the SUCCESSFUL OFFEROR or its sub-consultant and/or subcontractor shall leave each facility in the same condition as it was in prior to accessing the facility. The SUCCESSFUL OFFEROR or its sub-consultant and/or subcontractor is not permitted to alter or affect the operation or functionality of the facility during the course of work performed thereon. SUCCESSFUL OFFEROR shall be liable for any and all damage to any part of a DISTRICT facility resulting in any way from an act or omission of the SUCCESSFUL OFFEROR or its subcontractor and/or sub-consultant.
 - 13 SUCCESSFUL OFFEROR and its subcontractor and/or sub-consultant shall adhere to traffic, speed limit, and parking requirements applicable to the facility.
- Weapons of all kinds are prohibited from all DISTRICT facilities (including but not limited to concealed weapons in parked cars).
 - DISTRICT may impose limitations on SUCCESSFUL OFFEROR's access to a facility at any time when reasonably necessary, including but not limited to, elevated security situations or maintenance activities. SUCCESSFUL OFFEROR and its subcontractors and/or sub-consultants may be removed and/or precluded from any facility in the event DISTRICT becomes aware of any act or threat of violence, misconduct, or violation of these requirements, restrictions, and procedures by SUCCESSFUL OFFEROR and its subcontractors and/or sub-consultants.

EXHIBIT H – SAFETY AND SECURITY REQUIREMENTS – RFP 250000

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

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EXHIBIT I – ANNUAL PERFORMANCE BOND DOCUMENT – RFP 250000

ANNUAL PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal Contractor, and _____, as Surety, are held and firmly bound unto CLARK COUNTY WATER RECLAMATION DISTRICT hereinafter called DISTRICT, in the annual sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into CONTRACT with said DISTRICT to perform all work required under **RFP NO 250000** of DISTRICT'S specifications, entitled **FLOW MONITOR SERVICES**.

NOW THEREFORE, if said Contractor shall perform all the requirements of said CONTRACT required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said CONTRACT, shall not in any way release said Contractor or said Surety.

Notwithstanding the requirements of CONTRACT, the term of this annual (12 month) bond shall commence Enter Date, and may be extended annually for a term of twelve (12) months upon mutual consent of DISTRICT and the Surety by issuance of a Continuation Certificate or issuance of a new bond.

SIGNED this ____ day of __, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

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