

**STAFF AUGMENTATION SERVICES AGREEMENT**

**CLARK COUNTY WATER RECLAMATION DISTRICT**

**AND**

**HORROCKS LLC**

This AGREEMENT is dated and entered into this \_\_ day of April 2026 by and between **CLARK COUNTY WATER RECLAMATION DISTRICT**, (hereinafter referred to as "OWNER") and HORROCKS LLC (hereinafter referred to as "CONSULTANT") for the CM STAFF AUGMENTATION: HORROCKS LLC, **CCWRD No. 26500** (hereinafter referred to as "PROJECT").

**WITNESSETH**

WHEREAS, the CONSULTANT is qualified in accordance with the State of Nevada and has the personnel and facilities necessary to perform and furnish services to accomplish the required work within the required time.

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

**AGREEMENT**

**1. EFFECTIVITY AND CONSENT**

This AGREEMENT is entered into by OWNER for the purpose of retaining the services of HORROCKS LLC as a CONSULTING SERVICE. This AGREEMENT is conditioned on the CONSULTANT'S assent to, and strict compliance with, all of the terms and conditions stated below.

**2. ORDER OF PREFERENCE**

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

- A. This AGREEMENT
- B. Exhibit A: Scope of Service

- C. Exhibit B: Hourly Rate Schedule and Staffing Listfi
- D. Exhibit C Disclosure of Ownership/Principals
- E. Exhibit D: Insurance Requirements
- F. Exhibit E: Contractor/Consultant Travel Policy
- G. Exhibit F: Special Conditions - Safety and Security Requirements
- H. Exhibit G: Subcontractor Information

Items B through H above are hereby incorporated by reference into this AGREEMENT.

### **3. RESPONSIBILITY OF CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subconsultants and their principals, officers, employees and agents under this AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
  
- B. It shall be the duty of the CONSULTANT to assure that all services are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. Permitted or required approval by the OWNER of any products or services furnished by CONSULTANT, including data or information obtained from other sources, shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its work. OWNER review, approval, acceptance, or payment for any of CONSULTANT'S services herein shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to OWNER caused by CONSULTANT'S negligent acts, errors or omissions in performance of this AGREEMENT.
  
- C. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONSULTANT to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's

representative upon completion or expiration of this AGREEMENT, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other deliverables of this AGREEMENT conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this AGREEMENT.

#### **4. RESPONSIBILITY OF OWNER**

- A. The OWNER agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
  
- B. OWNER shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which OWNER has available, including as examples only and not as a limitation:
  - 1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
  
  - 2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.

CONSULTANT shall return original data provided by OWNER.

#### **5. COMPLIANCE WITH LAWS**

- A. By execution of this AGREEMENT, CONSULTANT does (for each individual performing services under this AGREEMENT) now so certify and promise full compliance with the provisions of all certifications, forms, contractual provisions, and laws and regulations pertaining to the performance of services by CONSULTANT.
  
- B. CONSULTANT agrees to defend, indemnify and hold OWNER harmless from any claim, suit, loss, cost, damage, expense or liability by reason of CONSULTANT'S violation of any such law, order or regulation. Nothing in this AGREEMENT or in any requirement

under this AGREEMENT shall be construed to mean that CONSULTANT should perform such work in violation of any law, statute, code, or ordinance.

## **6. PERIOD OF PERFORMANCE**

- A. A CONSULTANT agrees for the consideration hereinafter mentioned, upon receipt of the Notice to Proceed, to provide CM STAFF AUGMENTATION: HORROCKS LLC. The schedule set forth is not more than 730 Calander days as a period of time which may be reasonably required to complete the services as identified in Exhibit A.
- B. The period of performance hereunder shall commence upon receipt of Notice to Proceed, contingent upon renewal period. OWNER shall not be responsible for work performed beyond the term of this AGREEMENT.
- C. OWNER reserves the option to renew this contract for two (2) additional one-year periods from its expiration date.

## **7. CONFLICT OF INTEREST**

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

## **8. KEY EMPLOYEE/PROJECT MANAGER**

The CONSULTANT shall assign staff listed in Exhibit B to provide services for CM STAFF AUGMENTATION 2026: HORROCKS LLC Key Employees shall work no more than forty (40) hours per week. Any approved overtime will be paid in accordance with the schedule shown in Exhibit B. Alternative work schedules are not allowed unless approved by the OWNER in writing. Should assigned staff of the CONSULTANT be unable to complete their responsibility for any reason, the CONSULTANT will replace them with a qualified person whom the OWNER'S representative finds satisfactory. The OWNER may, at its discretion, request a

replacement of the assigned staff due to their unsatisfactory performance at no cost to the OWNER. If CONSULTANT fails to provide a required replacement within thirty (30) days, OWNER may terminate this AGREEMENT for default. The CONSULTANT'S primary contact with OWNER shall be NATE WILSON, referred to hereinafter as the Project Manager.

The OWNER shall not offer employment to the Key Employee during the term of this AGREEMENT and for a period of six months following the termination of this AGREEMENT, without the written consent of CONSULTANT.

## 9. CHANGES TO SCOPE OF SERVICES

- A. The OWNER may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT'S cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the OWNER. Any services for which an additional compensation will be required shall be billed in accordance with the agreed Hourly Rates.

## 10. COMPENSATION FOR SERVICES

- A. OWNER agrees, in consideration of the said work, to pay or cause to be paid to the CONSULTANT, at a not to exceed (NTE) amount of \$ 4,900,000 for work described in **Exhibit A, Scope of Services**.
- B. OWNER may withhold any payment or portion thereof which is disputed until such time as the dispute is resolved without paying any interest associated with the payments withheld.
- C. Upon satisfactory completion by CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by OWNER which acceptance will not be unreasonably withheld, CONSULTANT will, within sixty (60) days of OWNER'S receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.

- D. Request for payment shall be submitted on company letterhead. Payments by OWNER will be made within 30 days of receipt of said invoices for services provided within the performance term of this AGREEMENT. Requests for Payment not in compliance with the requirements of this section shall be returned to the CONSULTANT for correction and re-submittal.
- E. Invoice requests should include only services rendered in the current billing period. Requests consisting of charges for services rendered after the current billing period will be rejected and returned unpaid.
- F. Invoicing for contract requirements are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of completion of work. 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, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 OWNER shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, or provides deliverables or milestones. All invoices should include the following information:
- a. Company Name
  - b. Complete Address (including street, city, state, and zip code)
  - c. Telephone Number
  - d. Contact person
  - e. Itemized description of services rendered (including dates)
  - f. OWNER'S Purchase Order Number
  - g. Company's Tax Identification Number
  - h. Project and RFQ Number
  - i. Itemized pricing and total amount due (excluding Sales and Use Tax)
  - j. Company Invoice Number

CONSULTANT is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered in the AGREEMENT. If overcharges are found,

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

- G. In the event that the OWNER agrees to pay for any of the CONSULTANT'S travel expenses directly related to the performance of services the following parameters shall apply: CONSULTANT shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by the OWNER in the then-current Travel Policy for Contractors/Consultants (**Exhibit E**). OWNER reserves the right to reject any and all expenses it considers not directly related to the work required herein. Original receipts are required to be submitted with invoices (monthly) for reimbursable expenses as defined in the Travel Policy. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

## 11. LIMITATION OF OBLIGATION

- A. OWNER agrees to pay CONSULTANT for the services described in the Scope of Work (Exhibit A) for the not to exceed (NTE) amount of \$ 4,900,000 as set forth in paragraph 10 above. The OWNER'S obligation to pay CONSULTANT cannot exceed the NTE amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the CONSULTANT and it shall be the CONSULTANT'S responsibility to ensure that hours and tasks to be worked are properly budgeted so the entire Project is completed for said NTE amount. Any increase to the NTE amount will be via a written amendment to be signed by the OWNER'S authorized representative or designee and the CONSULTANT. Refer to Paragraph 25. Amendments and Notices below.
- B. In the event of termination, OWNER'S sole obligation hereunder shall be limited to the payment by OWNER to CONSULTANT of charges incurred hereunder prior to the date of expiration or termination, but in any event, not in excess of the funding limitation specified in paragraph 10.

## 12. INDEPENDENT CONTRACTOR

- A. CONSULTANT shall be subject to and operate under all applicable Federal Enactments and those of the State of Nevada regarding Industrial Employment and Insurance and expressly covenants and agrees that the CONSULTANT'S employees engaged on the

work hereunder are not, and shall not be treated or considered as, the servants and employees of the OWNER.

- B. Neither this AGREEMENT nor CONSULTANT'S performance hereunder shall constitute or create an employee/employer relationship. CONSULTANT shall not be eligible for any benefits applicable to active employees of OWNER. CONSULTANT shall act solely as an independent CONSULTANT, not as an employee or agent of OWNER. CONSULTANT'S authority is limited to providing consulting services, and CONSULTANT shall have no authority, without the express written consent of OWNER, to incur any obligation or liability, or make any commitments on behalf of OWNER.

### **13. INDEMNIFICATION**

CONSULTANT agrees to indemnify and hold harmless OWNER and all the officers, employees and agents of the OWNER, and each of them, from and against any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, costs to the extent such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT, CONSULTANT's employees and/or agents, in the performance of this CONTRACT. If the CONSULTANT is adjudicated to be liable by a trier of fact, the trier of fact shall award costs to be paid to the OWNER, as costs incurred by the OWNER in defending the action, by the CONSULTANT in an amount which is proportionate to the liability of the CONSULTANT.

CONSULTANT further agrees to defend the OWNER and all the officers, employees and agents of the OWNER, and each of them, from and against any and all liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT, and CONSULTANT's employees and/or agents, in the performance of this CONTRACT when said liabilities, negligence, errors, omissions, recklessness or intentional misconduct are not based upon or arising out of the professional services performed under this CONTRACT.

CONSULTANT will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the OWNER from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the OWNER.

#### **14. PROPRIETARY INFORMATION**

OWNER may, from time to time, furnish CONSULTANT with literature, data, or technical information which OWNER considers necessary to the CONSULTANT for the performance of services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, OWNER shall so inform CONSULTANT and CONSULTANT agrees to disclose this information only to individuals or organizations approved by OWNER. CONSULTANT also agrees to return all such materials as OWNER may request upon expiration or termination of this AGREEMENT, whichever shall occur first.

#### **15. CERTIFICATIONS AND REPRESENTATIONS**

In performing this AGREEMENT, CONSULTANT agrees to comply with applicable laws and regulations and to not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform any unlawful act.

#### **16. THIRD PARTY BENEFIT**

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

#### **17. PERSONAL PERFORMANCE REQUIREMENT**

CONSULTANT shall personally perform the consulting services described and shall not assign to any third party the performance obligation or any rights to compensation or benefits accruing to CONSULTANT under this AGREEMENT without the written consent of OWNER.

#### **18. GRATUITIES/KICKBACKS**

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

#### **19. RECORDS**

The CONSULTANT agrees to retain for a period of three (3) years from final payment hereunder, 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 under the provisions of this AGREEMENT. The CONSULTANT agrees to make available at the office of the CONSULTANT at all reasonable times during such retention

period any of the records for inspection, audit or reproduction by any representative authorized by OWNER.

## 20. TERMINATION

- A. This AGREEMENT may be terminated in whole or in part by the OWNER for its convenience; but only after the CONSULTANT is given thirty (30) days written notice.
- B. This AGREEMENT may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given:
  - 1. not less than ten days, written notice of intent to terminate; and,
  - 2. an opportunity for consultation with the terminating party prior to termination.
- C. In the event of termination, with or without cause, OWNER'S obligations shall be limited to fees earned and expenses incurred by CONSULTANT to the effective date of termination. Any reports in progress at the time of termination, for cause or otherwise, shall be submitted by CONSULTANT to OWNER at no additional fee.
- D. This AGREEMENT shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder, improper payments are made, unlawful conduct is engaged in or any part of the fee or expenses payable under this AGREEMENT is used for an illegal purpose.

## 21. INSURANCE

- A. Prior to performance of the work described herein, and prior to Notice to Proceed, the CONSULTANT shall procure and maintain at its own expense during the entire term of the AGREEMENT (refer to **Exhibit D**), the following insurances:
  - 1. Worker's Compensation, Statutory limits
  - 2. General Liability Insurance, \$1,000,000
  - 3. Automobile Liability, \$1,000,000
- B. In addition, prior to performance of the work CONSULTANT shall furnish to OWNER a certificate of insurance as evidence of the existence of the above insurance coverage in amounts not less than the amounts specified above.

C. CONSULTANT insurance required hereunder shall be primary coverage for all claims arising from or as a result of CONSULTANT performance hereunder. OWNER shall be identified as an additional insured on the CONSULTANT General Liability and Automobile Liability Insurance Policy(ies).

Except as specifically set forth herein, the insurance requirement specified herein does not relieve the CONSULTANT of its responsibilities nor limit the amount of its liability to OWNER or other persons and the CONSULTANT is encouraged to purchase such additional insurance as it deems necessary.

## **22. ENTIRE AGREEMENT**

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 which 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.

## **23. ASSIGNMENT**

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

## **24. SUBCONTRACTS**

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

## **25. AMENDMENTS AND NOTICES**

- A. Only the Project Manager or the OWNER'S Procurement Representative has the authority to make changes to or amendments to this AGREEMENT on behalf of OWNER and to effect deviations (by the way of additions or deletions) from the work herein specified. Changes to or amendments to this AGREEMENT shall have no effect unless they are in writing and signed by the OWNER'S authorized representative or designee and the CONSULTANT.
- B. Except as otherwise specifically provided herein, any notices to be furnished by CONSULTANT to OWNER or by OWNER to CONSULTANT shall be sent by mail or electronic mail (email) addressed respectively as follows:

**To OWNER:**

CLARK COUNTY WATER RECLAMATION DISTRICT  
Attn: TYLER EDWARDS  
5857 E. Flamingo Road  
Las Vegas, Nevada 89122  
PHONE 702-596-8857  
EMAIL TEDWARDS@CLEANWATERTEAM.COM

**To CONSULTANT:**

HORROCKS LLC  
Attn: NATE WILSON  
1401 N. GREEN VALLEY PARKWAY, SUITE 160  
HENDERSON, NV 89074  
PHONE 702-966-4063  
EMAIL [natew@horrocks.com](mailto:natew@horrocks.com)

**26. DISCLOSURE OF OWNERSHIP/PRINCIPALS**

Any CONSULTANT recommended for award of a contract by the Board of Trustees is required to provide the information on the attached "Disclosure of Ownership/Principals" form, **Exhibit C**. Failure to fill out the subject form by the CONSULTANT may be cause for rejection of Proposal.

**27. SAFETY AND SECURITY REQUIREMENTS**

CONSULTANT shall comply with the OWNER'S Safety and Security Requirements provided herein as **Exhibit F** and made part of this AGREEMENT.

**28. ACCEPTANCE OF WORK**

- A. It is agreed by both CONSULTANT and OWNER that the payment and acceptance of any payment under this AGREEMENT shall not constitute a final acceptance of the work, but that final acceptance shall be made by the OWNER'S representative, Mr. Thomas A. Minwegen, General Manager, of the Clark County Water Reclamation District. OWNER'S representative may delegate any or all of his responsibilities under this AGREEMENT to appropriate staff members and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

**29. WAIVER**

The failure of OWNER in any one or more instances 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. DISPUTE RESOLUTION**

Any dispute relating to the performance of the services under this AGREEMENT shall be resolved through good faith efforts upon the part of the CONSULTANT and OWNER.

At all times, CONSULTANT shall carry on the work and maintain the progress schedule in accordance with the requirements of this AGREEMENT and the determination of OWNER, pending resolution of any dispute. Any claims which cannot be settled through the good faith efforts shall be resolved in accordance with Paragraph 32 below.

### **31. REMEDIES**

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

### **32. GOVERNING LAW**

Nevada Law shall govern the interpretation, enforcement and resolution of disputes concerning the performance or non-performance of the AGREEMENT.

### **33. SIGNATURE AUTHORIZATION**

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

### **34. COUNTERPARTS; ELECTRONIC DELIVERY**

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

### **35. FISCAL FUNDING OUT**

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

### **36. NON-ENDORSEMENT**

The CONSULTANT may not publish or sell any information from or about this AGREEMENT without the prior written consent of the OWNER. This restriction applies to the use of the OWNER's name in a general list of customers as the OWNER prohibits the use of its name to represent an express or implied endorsement of the CONSULTANT or its services.

### **37. FAIR EMPLOYMENT PRACTICES**

The Board of Trustees is committed to promoting full and equal business opportunity for all persons doing business in Clark County, Nevada. CONSULTANT acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, OWNER may declare CONSULTANT in breach of contract, terminate contract, and designate CONSULTANT as non-responsible.

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The CONSULTANT further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by CONSULTANT constitutes a material breach of contract.

### **38. ISRAEL BOYCOTT DISCLAIMER**

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

### **39. DATA PRIVACY AND SECURITY**

A. 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.

- B. CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this AGREEMENT in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the OWNER.
- C. At least annually, CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.
- D. CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this AGREEMENT.
- E. CONSULTANT agrees to notify the OWNER, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to CONSULTANT by the OWNER was, or is reasonably believed to have been, acquired by an unauthorized person.

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**

**HORROCKS LLC**

By: \_\_\_\_\_

THOMAS A. MINWEGEN  
General Manager

By:  \_\_\_\_\_

BRIAN ATKINSON  
Executive Vice President

APPROVED AS TO LEGALITY ONLY:

By:  \_\_\_\_\_

DAVID J. STOFT  
Chief Legal & Administrative Officer

# **EXHIBIT A**

# **SCOPE OF SERVICES**

## SCOPE OF SERVICES

### Construction Management:

Horrocks will provide a Construction Manager (CM) who will function as a project manager responsible for oversight of all construction activities to ensure compliance with and acceptance by CCWRD for the project. The CM will ensure that all Clark County Water Reclamation District (CCWRD) required standards, details, specifications, processes, and procedures related to construction of improvements are followed and adhered to. The CM will perform, evaluate, review and document all required material sampling and testing, inspections, and survey to certify that the project is accomplished in conformance with the plans, specifications, permits and all other contract documents. The CM will perform the procedures for office management, documentation, field inspection and field testing in accordance with CCWRD's specifications, standards, and manuals.

All personnel shall possess the requisite knowledge and experience with CCWRD policies, procedures, and documentation requirements. All personnel shall possess the requisite certifications applicable to their role and responsibilities. Horrocks will provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform their assigned duties. Horrocks will provide appropriate vehicles (equipped with high intensity flashing yellow strobe lights), cell phones, office equipment and proper safety equipment for all personnel assigned to this project.

### Inspection:

Horrocks Engineers' team for this project consists of experienced and qualified inspectors that have knowledge of CCWRD personnel, policies, and procedures. Each member of our proposed team listed below has experience performing field inspections on newly constructed and existing infrastructure for CCWRD and other local agencies. Our inspection team is familiar with local, state, and federal specifications, standards, codes, ordinances, and permit requirements. Our inspectors will be trained and will utilize CCWRD's Unifier platform for reporting daily inspections, in addition to tracking daily quantities and QC & QA test results. We are familiar with CCWRD's standard operating procedure and will follow its requirements for documenting work activities with daily photos. A weekly summary will be provided to CCWRD of all activities performed each week. 24-hour advanced notifications will be distributed daily to CCWRD personnel that clearly define the schedule and scope of anticipated work activities for the following day. Each of the inspectors are NASSCO certified, and possess all other relevant certifications required for their duties.

### Wage Compliance:

Horrocks will provide a wage compliance officer responsible for monitoring certified payroll reporting, conducting employee interviews and preparing documentation to ensure Contractor's compliance with Clark County requirements and regulations, including Davis Bacon prevailing wage requirements, apprenticeship utilization act and other project labor agreements as required. The wage compliance officer will utilize and be familiar with LCP Tracker and B2Gnow, as well as any other required software or programs necessary to complete the wage compliance tasks for the project. The wage compliance officer will assist the contractor with payment applications and documentation to ensure all wage reporting requirements are achieved for the project.

**EXHIBIT B**  
**HOURLY RATE SCHEDULE AND STAFFING LIST**  
**(Additional Services, Additional Reimbursable**  
**Expenses, and Staffing List)**

Hourly Rate Schedule

Position	2026 Rates		2027 Rates		2028 Rates		2029 Rates	
	Regular	OT	Regular	OT	Regular	OT	Regular	OT
Construction Manager	220.00	n/a	226.60	n/a	233.40	n/a	240.40	n/a
Wage Compliance Officer	180.00	n/a	185.40	n/a	190.96	n/a	196.69	n/a
Senior Inspector	185.00	217.00	190.55	223.51	196.27	230.22	202.15	237.12
Inspector	160.00	185.00	164.80	190.55	169.74	196.27	174.84	202.15

# **EXHIBIT C**

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**EXHIBIT C**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**  
**INSTRUCTIONS FOR COMPLETING THE**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)**

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<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
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 76</b>						
<b>Corporate/Business Entity Name:</b>		Horrocks LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		2162 W Grove Pkwy, Ste 100		<b>Website:</b> www.horrocks.net		
<b>City, State and Zip Code:</b>		Pleasant Grove, Utah 84062		<b>POC Name:</b> Lee Jacoby <b>Email:</b> leej@horrocks.com		
<b>Telephone No:</b>		801-763-5100		<b>Fax No:</b>		
<b>Nevada Local Street Address: (If different from above)</b>		1401 N. Green Valley Parkway, STE 160		<b>Website:</b> www.horrocks.net		
<b>City, State and Zip Code:</b>		Henderson, NV 89074		<b>Local Fax No:</b>		
<b>Local Telephone No:</b>		702-966-4063		<b>Local POC Name:</b> Lee Jacoby <b>Email:</b> leej@horrocks.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).

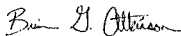
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Bryan Foote	President	0
Brian Atkinson	COO	0
Trilon Transportation Holdings, LLC	Managing Member	100

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

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes     No    (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes     No    (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

 _____ Signature	Brian Atkinson _____ Print Name
Executive Vice President _____ Title	03/03/2026 _____ Date

## DISCLOSURE OF RELATIONSHIP

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

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

# **INSURANCE REQUIREMENTS**

## EXHIBIT D INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

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

2. BEST KEY RATING

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

3. OWNER COVERAGE

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

4. ENDORSEMENT / CANCELLATION

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

5. DEDUCTIBLES

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

6. AGGREGATE LIMITS

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

7. COMMERCIAL GENERAL LIABILITY

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

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, CONSULTANT shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONSULTANT and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

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

10. FAILURE TO MAINTAIN COVERAGE

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

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

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

14. INSURANCE SUBMITTAL ADDRESS

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

15. INSURANCE FORM INSTRUCTIONS

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

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. CONSULTANT'S name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) General Aggregate (\$2,000,000)
  - (E) Products - Completed Operations Aggregate (\$2,000,000)
  - (F) Personal & Advertising Injury (\$1,000,000)
  - (G) Each Occurrence (\$1,000,000)
  - (H) Fire Damage (\$50,000)
  - (I) Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: No. **24509**, CM STAFF AUGMENTATION: HORROCKS LLC (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder  
Clark County Water Reclamation District  
c/o Purchasing and Contracts Department  
5857 East Flamingo Road  
Las Vegas, Nevada 89122
- I. Appointed Agent Signature to include license number and issuing state.





# **EXHIBIT E**

# **CONSULTANT TRAVEL POLICY**

## EXHIBIT E CONSULTANT TRAVEL POLICY

### PURPOSE:

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

### BUSINESS TRAVEL

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

### RENTAL CARS

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

### MILEAGE

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

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

#### LODGING, MEALS AND INCIDENTALS

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

#### MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL

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

#### MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS

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

#### REIMBURSEMENT

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

# **EXHIBIT F**

# **SAFETY AND SECURITY REQUIREMENTS**

## EXHIBIT F SAFETY AND SECURITY REQUIREMENTS

### Safety Requirements

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

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

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

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

Where applicable, you must adhere to the following programs/notification processes for "Call Before You Dig"/USA North **1-800-227-2600**, Clark County Traffic Operations **702-455-7511** and Las Vegas Computerized Traffic Systems **702-229-6611**.

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

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

## **Security Requirements, Restrictions, and Procedures**

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

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

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

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

# **EXHIBIT G**

## **SUBCONTRACTOR INFORMATION**

**EXHIBIT G**  
**SUBCONTRACTOR INFORMATION**

**DEFINITIONS**

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

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

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

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

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

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

1. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type:  MBE  WBE  PBE  SBE  NBE

2. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type:  MBE  WBE  PBE  SBE  NBE

3. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type:  MBE  WBE  PBE  SBE  NBE

4. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type:  MBE  WBE  PBE  SBE  NBE

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

