

**AGREEMENT FOR ENGINEERING SERVICES**

**CLARK COUNTY WATER RECLAMATION DISTRICT**

**AND**

**BLACK & VEATCH CORPORATION**

THIS AGREEMENT is made and entered into this \_\_\_ day of June, 2022, by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and BLACK & VEATCH CORPORATION, (hereinafter referred to as "ENGINEER"), for PROJECT NO. 21003 - FWRC MEMBRANE FITTINGS AND SECONDARIES BLOWER 1-8 REPLACEMENT, (hereinafter referred to as "PROJECT").

WITNESSETH:

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

NOW, THEREFORE, OWNER and ENGINEER agree as follows:

**SECTION I**

**RESPONSIBILITY OF ENGINEER**

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

- C. ENGINEER shall assign BRENT HARLAND, as Project Manager to manage the FWRC MEMBRANE FITTINGS AND SECONDARIES BLOWER 1-8 REPLACEMENT, PROJECT NO 21003. All services specified by this AGREEMENT shall be performed by the ENGINEER'S Project Manager, key employees and sub-ENGINEERS proposed by the ENGINEER under the personal supervision of the Project Manager. All key employees identified by the ENGINEER shall be subject to approval by OWNER'S representative. The Project Manager, the key members of the project team, as well as any sub-ENGINEERS used on the project are to be locally based in Clark County, Nevada and reside in the Clark County area for the duration of the PROJECT. Any exception to this requirement shall be subject to approval by OWNER'S representative. Should the Project Manager, or any key employee of ENGINEER be unable to complete his or her responsibility for any reason, the ENGINEER will replace him or her with a qualified person whom the OWNER'S representative reasonably finds satisfactory. If ENGINEER fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default.
- D. Drawings and specifications completed by the ENGINEER for OWNER become property of the OWNER. A copy of all materials, information, and documents, whether finished, unfinished obtained from other sources, or draft, that is developed, prepared, completed, or acquired by ENGINEER during the performance of services for which it has been compensated under this AGREEMENT, including without limitation detail specifications, design calculations, data, studies, surveys, reports, correspondence, memoranda, maps, models, photographs, drawings and audio or video recordings, shall be delivered to the OWNER'S representative upon completion or termination of this AGREEMENT whichever occurs first. Drawings and specifications retained by OWNER may be utilized only for its use and for occupying the project for which they were prepared, and not for construction of any other project. ENGINEER shall not be liable for damages, claims, and losses arising out of any reuse of the plans and detail specifications on any other project without the written authorization of the ENGINEER.
- E. The ENGINEER shall not produce a design or specification that would violate NRS Chapter 338.
- F. ENGINEER shall furnish OWNER'S representative copies of all correspondence to regulatory agencies for OWNER'S review and approval prior to mailing such correspondence.
- G. ENGINEER shall be responsible for obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the OWNER determines that such material is necessary for the completion of the services specified by this AGREEMENT. ENGINEER will be responsible for accuracy of information or data supplied by other sources to the extent such information or data would be relied upon by a reasonably prudent professional engineer.
- H. The ENGINEER agrees that its officers and employees will cooperate with the OWNER in the performance of services under this AGREEMENT and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.

- J. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law, equity, or under other sections of this AGREEMENT.
- K. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the ENGINEER makes no warranty that the OWNER'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER'S opinions, analyses, projections, or estimates. The provisions of this Paragraph J shall not, however, relieve ENGINEER from complying with professional standards in fulfilling the terms of the AGREEMENT, including opinions of cost, financial analyses, economic feasibility projects, schedules for potential projects, and data and information obtained from other sources.
- L. ENGINEER shall comply with the OWNER'S Safety and Security Requirements provided herein as **Exhibit G**.

**SECTION II  
OWNER'S RESPONSIBILITY**

- A. The OWNER agrees that its officers and employees will cooperate with ENGINEER in the performance of services under this AGREEMENT and will be available for consultation with ENGINEER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by ENGINEER under this AGREEMENT shall be subject to review and approval by OWNER'S representative, Thomas A. Minwegen, General Manager, Clark County Water Reclamation District. OWNER'S representative may delegate any or all of his responsibilities under this AGREEMENT to appropriate staff members and shall so inform ENGINEER by written notice before the effective date of each such delegation.
- C. The services to be performed by ENGINEER under this AGREEMENT shall be subject to periodic review by OWNER'S representative. The OWNER'S representative's review comments shall be reported in writing to ENGINEER in writing. To prevent an unreasonable delay in ENGINEER'S work, the OWNER'S representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the ENGINEER within twenty-one (21) calendar days of receipt of such documents. It is understood that OWNER'S representative's review comments do not relieve ENGINEER from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.

- D. OWNER shall, (without charge), furnish to, or make available for examination or use by, ENGINEER (as it may request), any data that OWNER has available, including but not limited to:
1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
  2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.

ENGINEER shall return original data provided by OWNER.

### SECTION III SCOPE OF SERVICES

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

### SECTION IV CHANGES TO SCOPE OF SERVICES

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

### SECTION V ADDITIONAL SERVICES OF ENGINEER

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

## SECTION VI COMPENSATION AND TERMS OF PAYMENT

### A. General Progress Payments:

The ENGINEER will be entitled to progress payments for services performed under Section III, Scope of Services in accordance with the completion of tasks indicated in Exhibit B, Work Breakdown Structure.

### B. Compensation and Method of Payment for Engineering Services:

1. The OWNER shall pay the ENGINEER for services in Section III, Scope of Services, **Exhibit A**, Task 1 through 9 a fee not to exceed \$1,276,658.00 (the "Task Amount").

Task 1 – Project Management (Lump Sum)

Task 2 – Planning Study (Lump Sum)

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

Task 4 – Detailed Design (Lump Sum)

Task 5 – Bid Period Services (Lump Sum)

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

Task 7 – Construction Field Administration (Not Used)

Task 8 – Project Commissioning (Lump Sum)

Task 9 – Contingency (Not Used)

Task 10 – Additional Services (T & M)

2. Payment of the Task Amount shall follow the Board of Trustees approval and be in accordance with the ENGINEER'S estimate of the percentage of project completion as approved by the OWNER'S representative. The OWNER's obligation to pay ENGINEER cannot exceed the not to exceed Task Amount. It is expressly understood that the entire work described in **Exhibit A** must be completed by ENGINEER and it shall be the ENGINEER's responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said Task Amount. Payment shall be due within thirty (30) days after the date of receipt and approval by OWNER'S representative of ENGINEER's invoices describing the work performed to reach the recognized milestone.
3. The OWNER agrees to pay ENGINEER for any services described in Section V, only if the services are requested in writing by the OWNER'S representative. Payment will be in accordance with **Exhibit C**, Hourly Rate Schedule for Additional Services. An amount up to, but not exceeding \$ 252,495.00 may be authorized for services performed under Section V. Payment in accordance with this Paragraph 3 shall be in addition to the Task Amount. The total contract amount, including the Task Amount, is not to exceed \$ 1,529,153.00.

4. Simple interest at the rate ten percent per annum will be added to the unpaid balance, not including amounts withheld of each invoice pursuant to Section VI:B:9, 10, or 13. The interest period shall commence sixty (60) days after date of receipt by OWNER of an acceptable original invoice as determined by OWNER'S representative and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.
5. ENGINEER'S invoices are to be sent to the location as identified in the purchase order(s) within thirty (30) calendar days of completion of work. Invoices not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by OWNER'S authorized representative. In accordance with NRS 244.250, OWNER shall not provide payment on any invoice ENGINEER submits after six (6) months from the date ENGINEER performs services or provides deliverables or milestones. All invoices must include the following information:
  - A. Company Name
  - B. Complete Address (including street, city, state, and zip code)
  - C. Company Telephone Number
  - D. Contact person
  - E. Itemized description of services rendered (including dates)
  - F. OWNER'S Purchase Order Number
  - G. Company's Tax Identification Number
  - H. Project and RFP/RFQ Number
  - I. Itemized pricing and total amount due (excluding Sales and Use Tax)
  - J. Company Invoice Number

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

6. Request for payment shall be submitted electronically on ENGINEER'S company letterhead. Billings shall be submitted no later than the first day of the month, unless the first falls on a weekend or OWNER observed Holiday, then the billing shall be due on the previous business day.
7. Travel costs are not eligible for reimbursement by the OWNER and must not be included in the AGREEMENT except for travel costs associated with the performance of Additional Services as provided in Section V. The OWNER realizes that on certain complex projects, technical expertise may have to be procured from outside Clark County. In such cases, OWNER'S prior approval will be required for any corresponding travel. The ENGINEER shall submit a request to the OWNER'S Project Manager,

consisting of a brief summary of the tasks involved and the "justification of need" for such travel. In the event that the OWNER agrees to pay for any of the ENGINEER'S travel expenses directly related to this work, ENGINEER shall only receive reimbursement in the amounts that are consistent with the applicable travel guidelines established by the OWNER in the attached Contractor/ENGINEER Travel Policy (**Exhibit F**). OWNER reserves the right to reject any and all expenses it considers not directly related to the work required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

8. The OWNER shall pay the ENGINEER not more than ninety-five (95) percent of the amount of any progress payments due under the Contract until the Engineer completes fifty (50) percent of the work required by the AGREEMENT. Thereafter, the OWNER may pay any of the remaining progress payments without withholding retainage if satisfactory progress is being made in the work.

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

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

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

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

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

#### **SECTION VII AUDIT: ACCESS TO RECORDS**

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

## SECTION VIII SUBCONTRACTS

- A. Services specified by this AGREEMENT shall not be subcontracted by the ENGINEER, except as identified in the ENGINEER'S cost proposal, without prior written approval of OWNER.
- B. Prior to considering ENGINEER'S request to subcontract, or change subcontractors, the ENGINEER shall provide a one or two-page written report to OWNER stating what talents, skills and experience the subcontractor brings to the PROJECT including past performance of subcontractor in management ability, cost control, timely performance, and thoroughness of work on projects similar to the PROJECT.
- C. Approval by OWNER of ENGINEER'S request to subcontract, or to change subcontractors, or acceptance of or payment for subcontracted work by OWNER, shall not in any way relieve ENGINEER of responsibility for the professional and technical accuracy and adequacy of the work. ENGINEER shall be and remain liable for all damages to OWNER caused by negligent performance or nonperformance of work under the AGREEMENT by ENGINEER'S subcontractor or their sub-subcontractor.
- D. ENGINEER shall not be entitled to additional compensation should OWNER approve of ENGINEER'S request to subcontract.

## SECTION IX TIME SCHEDULE

ENGINEER shall provide OWNER'S representative with the final schedule for performance of services not later than **ten (10) calendar days** after ENGINEER receives written notice to proceed from OWNER'S representative. The schedule shall set forth not more than **(647) calendar days from Notice to Proceed for Tasks 1 through 5** as a period of time which may reasonably be required to complete the services identified in **Exhibit A**, the schedule shall set forth **(1277)** calendar days from the Notice to Proceed as a period of time which may reasonably be required to complete all of the services identified in Exhibit A. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the ENGINEER will provide a **twenty-one (21) calendar day** allowance for each OWNER review period. If the ENGINEER'S performance of services is delayed or the ENGINEER'S sequence of tasks is changed, ENGINEER shall notify the OWNER'S representative in writing of the reasons for the delay. The ENGINEER shall then prepare a revised schedule for performance of services and submit the revised schedule to the OWNER'S representative. The ENGINEER shall perform and complete the work according to the schedule furnished to OWNER'S representative. If the ENGINEER is delayed by conditions within his control, as determined by OWNER after consultation with the ENGINEER, OWNER shall have the right to increase the percentage withheld from monthly payments under Section VI.B of this AGREEMENT until such time as the ENGINEER has complied with the schedule requirements or presented an acceptable plan for such compliance. Such withholdings by OWNER will not require payment of interest under the provisions of Section VI.B.

**SECTION X**  
**MISCELLANEOUS PROVISIONS**

**A. Suspension**

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

**B. Termination**

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

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

#### C. Covenant Against Contingent Fees

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

#### D. Gratuities

1. OWNER may, terminate this AGREEMENT by written notice to the ENGINEER, if after notice and hearing the OWNER determines that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the ENGINEER (or any other agent or representative of the ENGINEER) to any officer or employee of the OWNER, with a view toward securing a contract or favorable treatment with respect to the awarding or amending, or making of any determinations with respect to the performance of, this AGREEMENT.
2. In the event this AGREEMENT is terminated as provided above in paragraph 1, the ENGINEER shall be deemed to have breached this AGREEMENT and OWNER shall be entitled:
  - a. to pursue the remedies against the ENGINEER for breach of the AGREEMENT by the ENGINEER; and
  - b. as a penalty, in addition to any other damages which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not

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

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

#### E. Insurance

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

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

#### F. Indemnity

1. ENGINEER shall indemnify and hold harmless OWNER and all the officers, directors, trustees, employees, and agents of the OWNER, and each of them, from and against any liabilities, damages, losses, claims, actions or proceedings, to the extent caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the ENGINEER, and ENGINEER'S employees and/or agents, in the performance of this AGREEMENT. Should ENGINEER engage subcontractors approved by OWNER as provided in Section VIII, ENGINEER shall also require its subcontractor(s) to indemnify and hold harmless OWNER and the directors, trustees, employees, and agents of the OWNER and each of them, from and against any liabilities, damages, losses, claims, costs, actions, or proceedings to the extent caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the subcontractor and subcontractor's employee and/or agents. If the ENGINEER and/or subcontractor is/are adjudicated to be liable by a trier of fact, the trier of fact shall award costs to be paid to the OWNER, as reimbursement for costs incurred by the OWNER in defending the action, by the ENGINEER and/or subcontractor in an amount respectfully proportionate to the liability of the ENGINEER and/or subcontractor.
2. ENGINEER further agrees to defend the OWNER and all the officers, employees and agents of the OWNER, and each of them, from and against any and all liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the ENGINEER, and ENGINEER'S employees and/or agents, in the performance of this CONTRACT when said liabilities, negligence, errors, omissions, recklessness or intentional misconduct are not based upon or arising out of the professional services performed under this CONTRACT.
3. ENGINEER will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the OWNER from any liability, damage, loss, claim, action or

proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the OWNER.

#### G. Fair Employment Practices

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

#### H. Warranty of Legal Compliance and Lack of Conflict

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

#### I. Independent Contractor

ENGINEER expressly covenants and agrees that the ENGINEER'S employees engaged on the work hereunder are not, and shall not be treated or considered as, the servants and/or employees of the

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

J. Third Party Benefit

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

K. Assignment

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

L. Order of Preference

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

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

M. Governing Law and Venue

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

N. Disclosure of Ownership/Principals

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

O. Fiscal Funding Out

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this AGREEMENT. If OWNER does not allocate funds to continue the purchase of the

products and/or services, this AGREEMENT shall be automatically terminated when appropriated funds expire.

**P. Right to Market**

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

**Q. Notice**

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

**TO OWNER:**

CLARK COUNTY WATER RECLAMATION DISTRICT  
JARED MARELLI, PROJECT MANAGER  
5857 EAST FLAMINGO ROAD  
LAS VEGAS, NEVADA 89122  
PHONE 702-668-8151  
EMAIL JMARELLI@CLEANWATERTEAM.COM

**TO ENGINEER:**

BLACK & VEATCH CORPORATION  
LISA JACKSON  
ASSOCIATE VICE PRESIDENT  
8965 SOUTH EASTERN AVENUE  
LAS VEGAS, NV 89123  
PHONE 702-279-5948  
EMAIL JACKSONLA@BV.COM

**R. Counterparts; Electronic Delivery**

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

**S. Israel Boycott Disclaimer**

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

**T. Proprietary Information/Data Privacy and Security**

1. OWNER may, from time to time, furnish ENGINEER with literature, data, or technical information that OWNER considers necessary for the ENGINEER to provide/performance the

Goods/Services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, OWNER shall so inform ENGINEER and CONSULTANT agrees not to disclose this information except as approved by OWNER in writing. ENGINEER also agrees to return or destroy all copies such materials as OWNER may request.

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

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

**CLARK COUNTY WATER  
RECLAMATION DISTRICT**

**BLACK & VEATCH CORPORATION**

By: \_\_\_\_\_  
THOMAS A. MINWEGEN  
General Manager

By:  \_\_\_\_\_  
LISA JACKSON  
ASSOCIATE VICE PRESIDENT

APPROVED AS TO LEGALITY ONLY:

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

# **EXHIBIT A**

# **SCOPE OF SERVICES**

**EXHIBIT A  
SCOPE OF SERVICES  
AGREEMENT FOR ENGINEERING SERVICES  
FWRC MEMBRANE FITTINGS AND SECONDARIES BLOWER 1-8 REPLACEMENT  
PRE-DESIGN, DESIGN, BID AND SERVICES DURING CONSTRUCTION  
CLARK COUNTY WATER RECLAMATION DISTRICT  
CCWRD PROJECT NO. 21003**

## **PURPOSE OF EXHIBIT**

The purpose of this Exhibit A is to establish the Scope of Services to be provided by Black and Veatch to the Clark County Water Reclamation District (District) in connection with (FWRC Membrane Fittings and Secondaries Blower 1-8 Replacement.) Nothing in this Exhibit is to be construed to either conflict or take precedence over the terms and conditions of the primary Agreement. All scope of service Tasks identified herein shall be performed in accordance with Exhibit A1 Scope of Services Execution Requirements Version 3 unless otherwise noted.

## **PROJECT BACKGROUND**

### **PROJECT HISTORY**

#### **Membrane Fittings**

In 2015, the District completed Project 586: AWT Membrane/Ozonation Facilities – Phase 1 to construct advanced membrane and ozonation wastewater treatment facilities on the East Campus of the Flamingo Water Resource Center (FWRC). The membrane and ozonation facilities were constructed to address potentially more stringent water quality requirements for Lake Mead. For this project, twelve membrane cells were constructed along with the requisite piping system needed to feed secondary effluent through 24-inch tees, bends, and elbows to each of the cells. The individual feeder lines are located in the basement of the Membrane Building. All of the fittings were made of polyvinyl chloride (PVC) to resist deterioration from chemicals used in membrane cleaning cycles and were wrapped in fiberglass at the recommendation of the manufacturer for added strength and durability.

At the time of start-up, a piping failure occurred at the inlet to two basins which required the contractor to replace two elbows as warranty items. The two fiberglass-reinforced (FR) PVC fittings were replaced with Type 316 stainless steel, and they have been in service without failure since installation. Over time, additional FR/PVC components have failed at membrane inlets No. 5 and No. 8 and have been replaced with stainless steel components.

During replacement of a recent, failed fitting, it was observed that the adjacent butterfly valve had been damaged during normal operating conditions due to a lack of clearance between the fitting and the valve. The valve's disc would contact the fitting during actuation, and as a result, the coating had failed. It is not known whether this problem arose at the time of construction, if it is a result of movement of the fittings over time, or if it is present in any of the other membrane inlet assemblies in the pipe gallery.

In addition to the fitting and valve issues, pipe supports in the gallery appear to be out of alignment with the existing assemblies, and it is not known whether the existing pipe supports will be sufficient to support new fittings materials due to changes in weight and/or alignment.

## **Secondaries Blower 1-8 Replacement**

There are five (5) single-stage centrifugal geared blowers that are used in Blower Building 1 at the Secondaries 1-8 Blower Building at the Flamingo Water Resource Center (FWRC). These 5 blowers provide air for the biochemical processes that occur within aeration basins 1 through 8. Four (4) of the blowers are manufactured by Roots Blowers and were commissioned in 1992; the remaining one (1) blower was manufactured by Turblex and was commissioned in 2004. In 2019, Howden USA, conducted a field visit and minor repairs/adjustments to all the units. Since that time, the blowers are part of the District's in-house CbM Program (Vibration and Oil Analysis) and are being repaired as "Potential" Failures are detected.

## **NEED FOR PROJECT**

### **Membrane Fittings**

The Membrane Building treats up to 20MGD of secondary effluent at the FWRC. It is currently one of two tertiary treatment trains used on East Campus. Updating the fittings and stem components in the membrane facilities will ensure that the FWRC will have a more reliable system to maintain tertiary treatment operations.

### **Secondaries Blower 1-8 Replacement**

The five centrifugal geared blowers that are used in Secondaries 1-8 Blower building have over time been repaired as potential failures are detected. As 4 of the blowers are over 30 years old, it is a matter of time before spare parts are no longer available. The district has decided to move forward using single-stage centrifugal direct drive blowers. These direct drive blowers offer key advantages over the existing geared blowers including fewer moving parts, less maintenance, reduced noise, lack of cooling water, and lack of lubricant (no oil pump required). Additionally, these direct drive blowers allow for a wider turn-down range, and because of their modular design, maintenance consists of replacing modules instead of blower disassembly, removal, and replacement of parts with a bridge crane. The District has experience using this type of blower at the Desert Breeze facility as well as the Indian Springs facility.

## **PROJECT DESCRIPTION**

### **Membrane 24-inch SE Fittings Replacement**

The design for the removal and replacement of elbows, tees, and bends within the system with an alternative material such as stainless steel. Additionally, the change in material and the results of the valve assessment may require adjustment of existing piping alignments, improved pipe restraint and support systems, and the reapplication of coatings on existing valve components.

### **Roots Blower Replacement**

To be consistent throughout the FWRC, it is proposed that new single-stage centrifugal direct drive blowers replace the existing blowers at Secondaries 1-8 Blower Building. Work includes the installation of five (5) single-stage centrifugal direct drive blowers, installation of Variable Frequency Drives (VFDs) for each of the blowers, potential construction of new structural pads if the existing are found to be insufficient to accommodate the new blowers, modification of blower lines to accommodate the smaller size of the blowers, and all electrical and HVAC work required for the blowers and VFDs.

## **PROJECT STAGING AND SEQUENCING**

This work shall be coordinated with the following projects:

- Project 19002 – FWRC Demolition of Retired Facilities
- Project 19003 – FWRC M&O Chemical Facility
- Project 19005 – FWRC Preliminary and Primary Treatment Improvements
- Project 19007 – FWRC Secondary Treatment Aeration Basins and Clarifiers (150 MGD Expansion)
- Project 19102 – FWRC Primary Sludge Thickening Improvements

## **SCOPE OF WORK**

The Scope of Work is divided into 10 tasks, with 4 tasks not being utilized as listed below. The different tasks parallel the stages associated with project implementation. Each task consists of a series of separate activity efforts.

Task 1 – Project Management

Task 2 – Planning Study [Not Used]

Task 3 – Pre-design / Basis of Design Report [Not Used]

Task 4 – Detailed Design

Task 5 – Bid Period Services

Task 6 – Engineering Services during Construction

Task 7 – Construction Field Administration [Not Used]

Task 8 – Project Commissioning

Task 9 – Contingency [Not Used]

Task 10 – Additional Services

## **Task 1. PROJECT MANAGEMENT**

Consultant shall perform the following:

### **1.1 Communications and Correspondence**

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

### **1.2 Meetings and Workshops**

In preparation for meetings and workshops, Consultant shall gather and review all necessary reference materials, conduct site visit(s) to evaluate site conditions and constraints and to perform assessments, and have recommendations available.

Consultant shall submit all meeting and workshop materials

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

#### **1.2.1 Kick-off Meeting**

Consultant shall conduct a Kick-off meeting;

#### **1.2.2 Technical Workshops**

Conduct two (2), three (3) hour technical workshop to discuss the following topics:

- Existing Pipe Fittings Condition Assessment - Including All FR/PVC, Stainless Steel, and Pipe Welds in Stainless Steel Sections
- Fittings Alignment Evaluation and Corrective Recommendations, If Needed
- Pipe Support Structural Evaluation – Including Condition and Alignment Assessment and Noting Any Recommendations Due To Proposed Fittings Material Changes
- Existing Valve Conditions Evaluation – Including Confirmation of Clearance with Other Fittings, Coating Failure Recommendations, and Mitigation Measures Required To Prevent Future Deterioration
- Replacement of Centrifugal Geared Blowers with Single Stage Direct Drive Blowers

#### **1.2.3 Progress/ Status Meetings**

Conduct monthly progress meetings. It is assumed each meeting will last 1 hour with 2 Consultant staff in attendance.

#### **1.2.4 Deliverable Review Workshops**

Conduct review workshops identified in the table below.

<b>Pre-Design</b>	<b>Design</b>
Technical Memorandum	60 Percent Design Submittal
	90 Percent Design Submittal
	100 Percent Design Submittal

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

### **1.3 Reviews, Approvals and Permits**

Consultant shall procure the following:

1. Clark County Fire Department Approval
2. NDEP Approval

### **1.4 Project Execution Plan**

Consultant shall prepare a Project Execution Plan (PEP).

### **1.5 Schedule and Progress Reporting**

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

### **1.6 Construction Cost Estimates**

Consultant shall prepare construction cost estimates for the 60%, 90%, and 100% detailed Design Submittals, and Bid Document Submittals.

### **1.7 Project Coordination**

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

### **1.8 Invoicing**

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

Tasks 5, 6, and 10 will be performed on a time and materials basis. All other Tasks identified herein shall be performed on a lump sum basis.

### **1.9 Quality Management**

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

#### **1.9.1 Quality Assurance and Discipline Coordination Certificate**

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

### **1.10 Assistance with Environmental Assessment Development [Not Used]**

### **1.11 Document Control**

All documents shall be submitted in accordance with District standards.

### **1.11.1 Technical Memoranda**

In addition to field data collection, Consultant shall review the following information in preparation of the Technical Memorandum:

- Project 586: AWT Membrane/Ozonation Facilities – Phase 1
- Stantec Summary Evaluation April 28, 2021
- Membrane Building Pump Room Geometry Report Feb 11, 2021
- Project 222 – Clark County Sanitation District Advanced Secondary WWTP
- Project 562 – Central Plant North Air Header Replacement

Consultant shall evaluate project-specific technical items and shall prepare and submit one (1) Technical Memorandum including the information obtained from the Section 1.2.2 Technical Workshop.

**Technical Workshop:** At least one week prior to the proposed meeting, the Consultant will prepare and submit an agenda outlining the topics of discussion. Based on the information obtained and outcomes of each topic, the Consultant will prepare and submit a brief (3 pages) draft technical memorandum to summarize the meeting discussion and decisions made. Upon District review, the Consultant will finalize the technical memorandum to be used as part of the Project design.

Twenty (20) hard copies and one (1) electronic copy of the final technical memorandum shall be submitted.

### **1.12 Risk Management**

Consultant shall prepare and maintain a project risk register.

### **Task 2. PLANNING STUDY [Not Used]**

### **Task 3. PRE-DESIGN / BASIS OF DESIGN REPORT [Not Used]**

### **Task 4. DETAILED DESIGN**

Consultant shall perform the following:

#### **4.1 Utility Location and Rights-of-Way**

Consultant shall research the above and below ground utilities within the affected areas of the project as well as determine all potential impacts from the work.

##### **4.1.1 Easements [Not Used]**

##### **4.1.2 Survey Controls, Topography, and Utility Locations**

Consultant shall establish survey controls (horizontal and vertical) related to control shown on Record of Survey Book 195, Page 57. Consultant shall provide locations (positional uncertainty +/- 1/4in horizontally and vertically) for all fittings, piping, and equipment in the proposed scope of work. Consultant shall also provide locations for all adjacent features to be protected in place within the limits of the proposed improvements and measure room clearances (positional uncertainty +/- 3in) to ensure clearance for the removal and replacement of components within the Membrane Building basement and Secondaries 1-8 Blower Building.

CCWRD Project No. 21003 – FWRC Membrane Fittings and Secondaries Blower 1-8 Replacement

April 19, 2022

#### **4.1.3 Record of Survey [Not Used]**

#### **4.1.4 Subsurface Utility Engineering (SUE) [Not Used]**

### **4.2 Field Investigations [Not Used]**

### **4.3 Prepare Plans and Specifications**

Consultant shall prepare the following:

#### **4.3.1 Contract Documents**

Prepare plans and specifications to bid and construct facilities as recommended in the Technical Memorandum, and as directed by the District.

Major design elements include, but are not limited to, the following: condition assessments, the demolition of existing fittings and the retrofit of fittings, pipe supports, pipe components, valves, and equipment.

#### **4.3.2 Codes and Standards**

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

##### **4.3.2.1 Design Compliance to Standards Certificate**

Provide Design Compliance to Standards Certificate.

#### **4.3.3 Format**

Prepare all document pages, including specifications and drawings, to show the District Project Number and Project Name. The District Project Number and Name shall be located in the foot note on specifications and other written documents, and under the project name in every drawing. The specific text shall read:

**PROJECT 21003 FWRC MEMBRANE FITTINGS AND SSECONDARIES BLOWER 1-8  
REPLACEMENT**

#### **4.3.4 Submittal**

Submit twelve (12) half-size sets and one (1) full-size bound set of progress plans and technical specifications to the District for review and comment at the 60 percent, 90 percent and 100 percent stages of design.

Submit one (1) bound full size set stamped and signed along with one (1) set of stamped and signed specifications for NDEP approval at the 90%, 100%, and Bid Set submittals.

Submit an electronic copy of the plans and specifications with each submittal.

#### **4.3.5 Specifications**

Prepare specifications in CSI 2010 format. The Consultant will assist in the preparation of Division 00 and 01 specifications and will prepare Division 02 through Division 48 specifications.

Consultants shall be responsible for the following specifications:

- 00 11 14 Advertisement for Bids
- 00 41 05 Bid Schedule
- 01 14 00 Work Restrictions
- 01 20 05 Measurement and Payment

#### **4.3.6 Submittal Schedule Preparation**

Provide Submittal Schedule Preparation in compliance with Exhibit A1.

#### **4.3.7 Asset Schedule Name Plate Data**

Provide completed Asset Schedule Name Plate Data spreadsheet and P & ID tag naming in compliance with Exhibit A1.

#### **4.3.8 Community Outreach Exhibits [Not Used]**

### **Task 5. BID PERIOD SERVICES**

Consultant shall perform the following:

#### **5.1 Distribution of Contract Documents**

#### **5.2 Response to Bid Period Questions**

Respond to questions in accordance with District standards.

#### **5.3 Pre-bid Conference**

Attend a pre-bid conference.

#### **5.4 Addenda**

Prepare addenda(s) to contract documents during bidding period.

#### **5.5 Bid Opening and Review**

Assist the District in the review of the Bids.

#### **5.6 Conformed Documents**

Prepare Conformed Plans and Specifications.

Submit ten (10) half-size plans, one (1) bound full-size plan, and ten (10) specifications.

#### **5.7 Coordination**

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

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

### **Task 6. ENGINEERING SERVICES DURING CONSTRUCTION**

CCWRD Project No. 21003 – FWRC Membrane Fittings and Secondaries Blower 1-8 Replacement

April 19, 2022

Consultant shall perform the following:

## **6.1 Submittal Review**

Manage, review, approve (or reject as necessary) and document / log the contractor technical submittals and/or shop drawings for compliance with the contract documents.

The number of submittals shall be assumed as 170. It is assumed 80 submittals will be reviewed once, and 90 submittals shall be reviewed twice for a total of 260 submittal reviews.

## **6.2 Contract Documents Interpretation and Clarification**

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

The number of RFIs shall be assumed as 100.

## **6.3 Change Order Assistance**

Prepare drawings / sketches, specifications, cost estimate for contractor change orders and assist in negotiations. It is assumed that there will be 5 Change Order request.

## **6.4 Substantial and Final Completion**

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

## **6.5 Final Job Walk Audit [Not Used]**

## **6.6 Record Drawings**

### **6.6.1 Monthly Record Drawings**

Prepare monthly record drawings.

### **6.6.2 Final Record Documents**

Prepare final record documents.

## **6.7 Coordination**

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

Coordinate, prepare for and attend the following:

- One (1) Preconstruction Conference
- Weekly Construction Progress Meetings (Teleconference Only)
- Three (3) Site Visits
- Two (2) Monthly Progress Meetings Between Substantial and Final Completion

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

**Task 7. CONSTRUCTION FIELD ADMINISTRATION [Not Used]**

**Task 8. PROJECT COMMISSIONING**

**8.0 O&M Manual**

Prepare an O&M manual in accordance with District standards.

**Task 9. CONTINGENCY [Not Used]**

**Task 10. ADDITIONAL SERVICES**

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

Services may include but are not limited to:

1. Design for Other Fittings and/or Equipment Not Identified in the Original Scope
2. Additional Submittals and/or Reviews
3. Additional Request for Information (RFI) Support
4. Reliability Centered Design
5. Desiccant System
6. Additional Agency/ Utility Permitting Support
7. Clark County Building Permits (If required)
8. Clark County Grading Permit (If required)

**RESPONSIBILITIES OF THE DISTRICT**

District will provide to the Consultant the following:

## **LIST OF FILES TO BE PROVIDED TO CONSULTANT**

1. EXCEL
  - a. Monthly Invoice Report Template
  - b. Contract Analysis Spreadsheet for Construction
  - c. Invoice Projection Template
  - d. Board of Trustees Calendar
  - e. Asset Cost Allocation Schedule Template
  - f. Construction Submittal Template
  - g. Submittal Review Comment Spreadsheet
  - h. Liquidated Damages Template
  - i. Front End Specification Edit Tracker
  - j. GIS Subsurface Exploration Metadata
  - k. CCWRD Financial Period Cash Flow Projection Spreadsheet
  - l. Board of Trustees Calendar Chart with Due Dates. This needs updating each calendar year (excel)
2. Microsoft Project
  - a. Standard Template for Project Scheduling
3. District Forms
  - a. Badge Access Card Request
  - b. PCM External User License and Application Form
  - c. Sensitive Document & Information Request Form
  - d. Strategic Services
    - i. Community Outreach Traffic Impact Notification Form
    - ii. Community Outreach Changes to Traffic Control Form
4. PDF
  - a. Nevada State Division of Water Resources
    - i. Affidavit of Intent to Abandon A Monitoring Well – For ROW & CCWRD Easements
  - b. P & ID Standard Naming Convention.

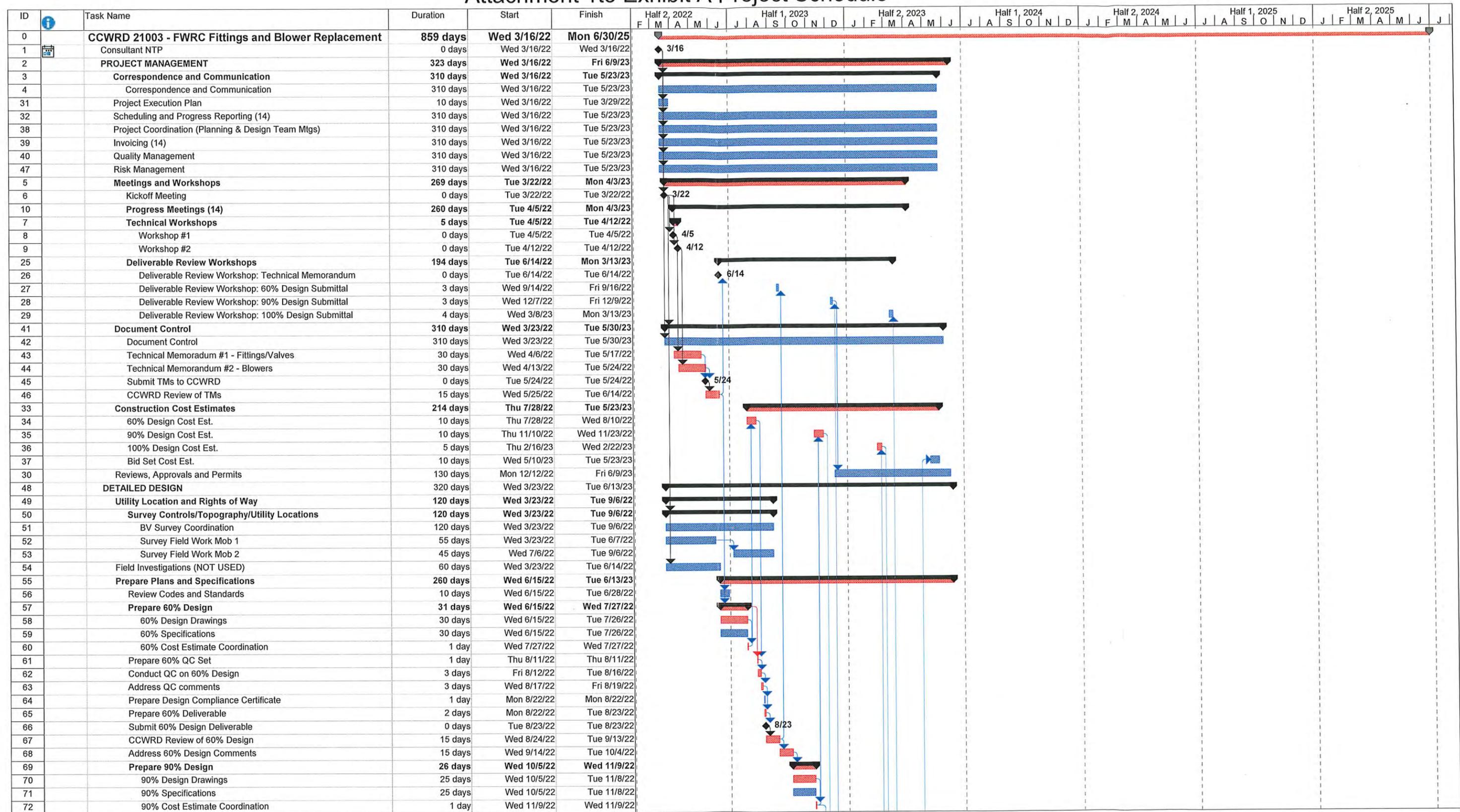
### **ATTACHMENT 1 TO EXHIBIT A, PROJECT SCHEDULE**

The Project Schedule is identified hereinafter.

### **ATTACHMENT 2 TO EXHIBIT A, PROJECT MAP**

Project Map is identified hereinafter.

# Attachment 1 to Exhibit A Project Schedule



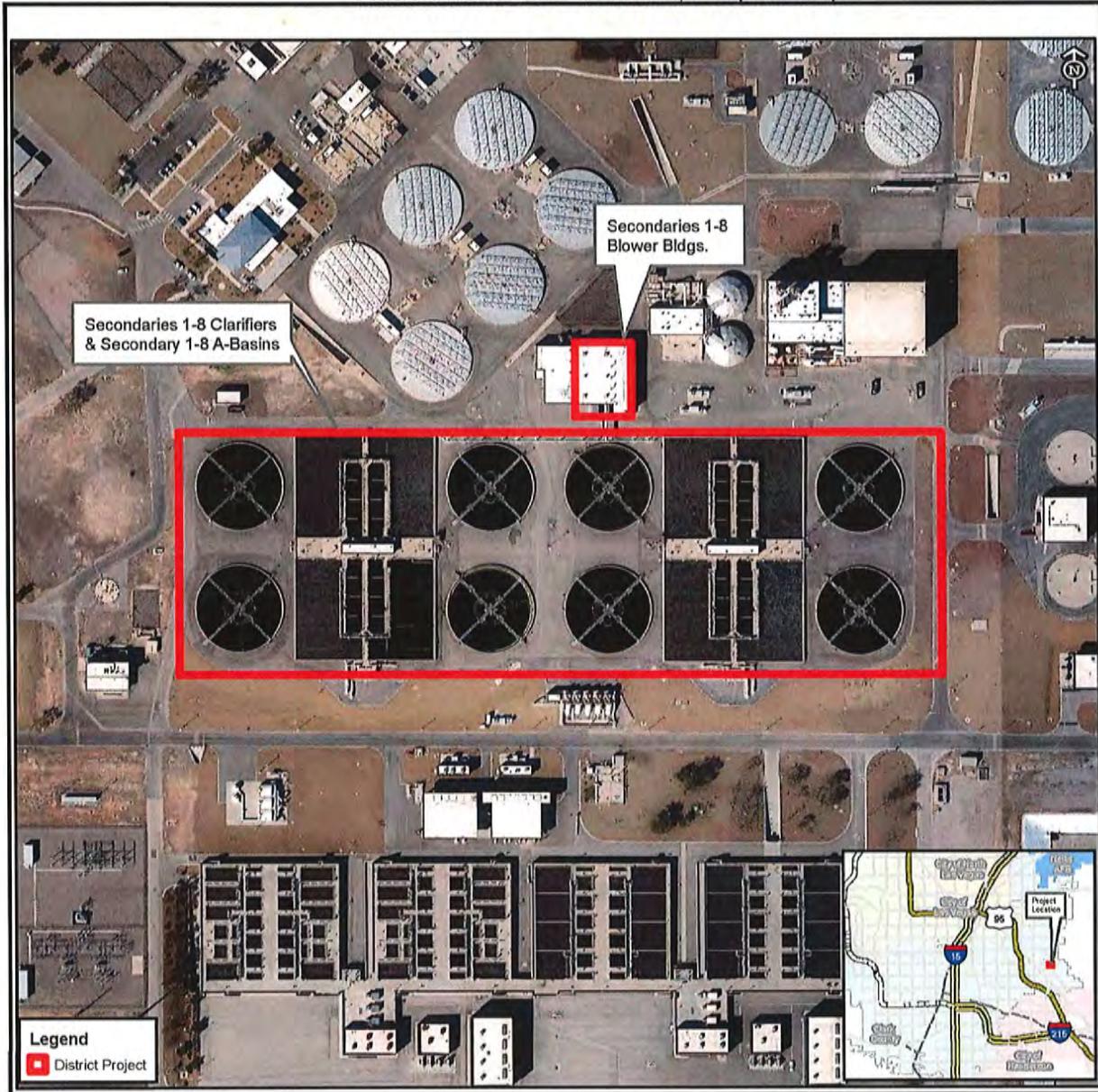
Project: CCWRD 21003 - FWRC Fittin Date: Thu 2/3/22	Task <span style="color: blue;">█</span> Summary <span style="color: red;">█</span> Project Summary <span style="color: blue;">█</span> External Tasks <span style="color: blue;">◆</span> External Milestone	Inactive Task <span style="color: grey;">█</span> Inactive Task <span style="color: grey;">◆</span> Inactive Milestone <span style="color: grey;">◆</span> Inactive Summary	Manual Task <span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Duration-only <span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Manual Summary Rollup <span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Manual Summary	Start-only <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Finish-only <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Progress <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Deadline <span style="border-bottom: 1px solid black; display: inline-block; width: 10px;"></span>	<span style="border-left: 1px dashed black; border-right: 1px dashed black; height: 10px; display: inline-block;"></span> <span style="border-left: 1px dashed black; border-right: 1px dashed black; height: 10px; display: inline-block;"></span> <span style="border-left: 1px dashed black; border-right: 1px dashed black; height: 10px; display: inline-block;"></span>
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Attachment 2 to Exhibit A, Project Map



Attachment 2 to Exhibit A, Project Map



# **EXHIBIT B**

# **WORK BREAKDOWN STRUCTURE**

EXHIBIT B  
Work Breakdown Structure

PROJECT NO. 21003 FWRC Membrane Fittings and Secondaries Blower 1-8 Replacement

PLANNING MILESTONES	PERCENTAGE OF WORK	CONSULTANT AMOUNT	SUBCONSULTANT AMOUNT	5% Markup	Direct Expenses (travel, mileage)	Other Direct Costs (Printing)	TOTAL AMOUNT
1 PROJECT MANAGEMENT	35%	\$ 450,247.00	\$ -	\$ -	\$ 1,500.00	\$ 850.00	\$ 452,597.00
2 PLANNING STUDY (NOT USED)	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 PRE-DESIGN / BASIS OF DESIGN REPORT (NOT USED)	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 DETAILED DESIGN	39%	\$ 468,173.00	\$ 19,500.00	\$ 975.00	\$ -	\$ 6,700.00	\$ 495,348.00
5 BID PERIOD SERVICES	6%	\$ 71,228.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 73,728.00
6 ENGINEERING SERVICES DURING CONSTRUCTION	17%	\$ 220,345.00	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 223,345.00
6.1 Submittal Review (260 submittals: 170 1st + 90 2nd)	8%	\$ 94,143.00	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 97,143.00
6.2 Contract Document Interpretation and Clarification (100 RFIs)	2%	\$ 31,661.00	\$ -	\$ -	\$ -	\$ -	\$ 31,661.00
6.3 Change Order Assistance (5 CO)	1%	\$ 13,770.00	\$ -	\$ -	\$ -	\$ -	\$ 13,770.00
6.4 Substantial and Final Completion	0%	\$ 6,372.00	\$ -	\$ -	\$ -	\$ -	\$ 6,372.00
6.5 Final Job Walk Audit (NOT USED)	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.6 Record Drawings (Monthly and Final)	2%	\$ 22,604.00	\$ -	\$ -	\$ -	\$ -	\$ 22,604.00
6.7 Coordination (52 Meetings/3 Site Visits/12 Invoices)	4%	\$ 51,795.00	\$ -	\$ -	\$ -	\$ -	\$ 51,795.00
Subtotal		\$ 220,345.00	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 223,345.00
7 CONSTRUCTION FIELD ADMINISTRATION (NOT USED)	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 PROJECT COMMISSIONING (NOT USED)	2%	\$ 30,840.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 31,640.00
9 CONTINGENCY (NOT USED)	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 ADDITIONAL SERVICES	20%	\$ 151,687.00	\$ 50,000.00	\$ 2,500.00	\$ 1,900.00	\$ 48,308.00	\$ 252,495.00
<b>GRAND TOTAL</b>	<b>100%</b>	<b>\$ 1,392,520.00</b>	<b>\$ 69,500.00</b>	<b>\$ 3,475.00</b>	<b>\$ 6,400.00</b>	<b>\$ 59,158.00</b>	<b>\$ 1,529,153.00</b>

# **EXHIBIT C**

## **HOURLY RATE SCHEDULE**

**(Additional Services and Additional Reimbursable Expenses)**

**EXHIBIT C**  
**HOURLY RATE SCHEDULE**  
(FOR ADDITIONAL SERVICES AND ADDITIONAL REIMBURSABLE EXPENSES)  
**PROJECT NO. 21003 - FWRC MEMBRANE FITTINGS AND SECONDARIES BLOWER 1-8**  
**REPLACEMENT**

**CONSULTANT'S HOURLY RATES**

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

**Consultant: Black & Veatch**

CLASSIFICATION	HOURLY RATE
Project Director	\$320
Project Manager	\$290
Engineering Manager	\$193
Civil Engineer	\$129
Structural Sr. Engineer	\$222
Structural Engineer	\$161
Building Mechanical Sr. Engineer	\$209
Building Mechanical Engineer	\$177
Process Mechanical Sr. Engineer	\$209
Process Mechanical Engineer	\$158
Electrical Sr. Engineer	\$232
Electrical Engineer	\$161
Electrical Technician	\$123
I&C Sr. Engineer	\$245
I&C Engineer	\$129
BIM Coordinator	\$155
BIM Manager	\$193
BIM Sr. Technician	\$148
BIM Technician	\$113
Sr. Estimator	\$241
Project Controls	\$177
Admin	\$97

**SUBCONSULTANT'S HOURLY RATES**

**Subconsultant: VTN Nevada (Survey)**

CLASSIFICATION	HOURLY RATE
Principle in Charge	\$220
Project Manager	\$180
Senior Designer	\$150
CAD Drafter	\$115
Admin/Document Control	\$75
Land Surveyor	\$180
Survey Technician	\$125
Survey Crew (Two Person Crew)	\$200

**ADDITIONAL SERVICES**

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

**REIMBURSABLE EXPENSES**

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

# **EXHIBIT D**

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**EXHIBIT D****DISCLOSURE OF OWNERSHIP/PRINCIPALS  
INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM****Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</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: 33</b>						
<b>Corporate/Business Entity Name:</b>		Black & Veatch Corporation				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		8400 Ward Street	<b>Website:</b> www.bv.com			
<b>City, State and Zip Code:</b>		Kansas City, MO 64114	<b>POC Name:</b> Dan Wonders <b>Email:</b> wondersd@bv.com			
<b>Telephone No:</b>		913-458-2200	<b>Fax No:</b> 913-458-9392			
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>		8965 S. Eastern Ave, Suite 325	<b>Website:</b> www.bv.com			
<b>City, State and Zip Code:</b>		Las Vegas, NV 89123	<b>Local Fax No:</b> 702-434-3378			
<b>Local Telephone No:</b>		702-894-4504	<b>Local POC Name:</b> Dan Wonders <b>Email:</b> wondersd@bv.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)
See Attached.	See Attached.	See Attached.

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.

	Lisa Jackson
Signature	Print Name
Associate Vice President	3/7/2022
Title	Date

**Disclosure of Ownership/Principals**

**7 March 2022**

Black & Veatch Corporation is a wholly owned subsidiary of Black & Veatch Holding Company (BVHC). The Black & Veatch Retirement Program, or Employee Stock Ownership Program (ESOP), holds 100% of the common shares of BVHC. The ESOP shares are held in trust and registered to the program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP trust is confidential and not available to the Company without prior written consent from the individual; however, shareholdings are broadly dispersed among the 6,000 employee participants. Aside from the ESOP, no one individual currently holds over 5% of the common shares of BVHC. The Business Address and phone number is: 8400 Ward Parkway, Kansas City, MO 64114, (913) 458-2000.

Lisa Jackson



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**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 E**

# **INSURANCE REQUIRMENTS**

## EXHIBIT E INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

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

2. BEST KEY RATING

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

3. OWNER COVERAGE

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

4. ENDORSEMENT / CANCELLATION

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

5. DEDUCTIBLES

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

6. AGGREGATE LIMITS

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

7. COMMERCIAL GENERAL LIABILITY

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

8. AUTOMOBILE LIABILITY

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

9. WORKERS' COMPENSATION

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

10. FAILURE TO MAINTAIN COVERAGE

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

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

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

14. INSURANCE SUBMITTAL ADDRESS

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

15. INSURANCE FORM INSTRUCTIONS

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

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. ENGINEER'S name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) General Aggregate (\$2,000,000)
  - (E) Products - Completed Operations Aggregate (\$2,000,000)
  - (F) Personal & Advertising Injury (\$1,000,000)
  - (G) Each Occurrence (\$1,000,000)
  - (H) Fire Damage (\$50,000)
  - (I) Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: Project 21003, FWRC MEMBRANE FITTINGS AND SECONDARIESBLOWER 1-8 REPLACEMENT (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.



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

COMMERCIAL GENERAL AND AUTOMOBILE

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

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CLARK COUNTY WATER RECLAMATION DISTRICT C/O  
PURCHASING AND CONTRACTS DEPARTMENT  
5857 EAST FLAMINGO ROAD  
LAS VEGAS, NEVADA 89122

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

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

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

# **EXHIBIT F**

## **ENGINEER TRAVEL POLICY**

## EXHIBIT F ENGINEER TRAVEL POLICY

### PURPOSE:

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

### BUSINESS TRAVEL

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

### RENTAL CARS

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

### MILEAGE

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

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

#### LODGING, MEALS AND INCIDENTALS

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

## **SAFETY AND SECURITY REQUIREMENTS**

**EXHIBIT G**  
**SAFETY AND SECURITY REQUIREMENTS**

**Safety Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

# **EXHIBIT H**

## **SUBCONTRACTOR INFORMATION**

**EXHIBIT H**  
**SUBCONTRACTOR INFORMATION**

**DEFINITIONS**

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

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

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

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

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

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

1. Subcontractor Name: VTN Nevada  
Contact Person: Kevin Cambell Telephone Number: (702) 873-7550  
Description of Work: Survey controls and topography  
Estimated Percentage of Total Dollars: \$24,500 (1.8)%  
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.