

CONSULTANT SERVICES AGREEMENT
CLARK COUNTY WATER RECLAMATION DISTRICT
AND

NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
DBA UNIVERSAL ENGINEERING SCIENCES (UES)

This AGREEMENT is made and entered into this _____ day of **April, 2024**, by and between **CLARK COUNTY WATER RECLAMATION DISTRICT**, a political subdivision of the State of Nevada (hereinafter referred to as “DISTRICT”) and **NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC DBA UNIVERSAL ENGINEERING SCIENCES (UES)**, a Nevada limited liability company (hereinafter referred to as “CONSULTANT”), to provide **CULTURAL RESOURCE MANAGEMENT AND ENVIRONMENTAL SERVICES RELATED TO NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE AND FEDERAL CROSS-CUTTERS, DISTRICT RFP NO. 240020** (as more particularly described in Exhibit A: Scope of Services) (hereinafter referred to as “Goods/Services”).

WITNESSETH

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

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

AGREEMENT

1.0 EFFECTIVITY AND CONSENT

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

2.0 ORDER OF PRECEDENCE

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

- 2.1.1 This AGREEMENT (including any amendments thereto)
- 2.1.2 RFP No. 240020 as amended by Addendum 1
- 2.1.3 Exhibit A: Scope of Services/SUCCESSFUL OFFEROR’S PROPOSAL dated November 30, 2023
- 2.1.4 Exhibit B: Fee Schedule
- 2.1.5 Exhibit C: Disclosure of Ownership/Principals
- 2.1.6 Exhibit D: Insurance Requirements
- 2.1.7 Exhibit E: DISTRICT Mobilization Policy for Contractors/Consultants

- 2.1.8 Exhibit F: Subcontractor Information
- 2.1.9 Exhibit G: Special Conditions - Safety and Security Requirements
- 2.1.10 Exhibit H: Federal Cross-Cutting Requirements
- 2.1.11 Exhibit I: Federal Grant Compliance Provisions/Federal Contract Provisions
- 2.1.12 Exhibit J: Certifications
- 2.2 Exhibits A through J are hereby incorporated by reference into this AGREEMENT.

3.0 RESPONSIBILITY OF CONSULTANT

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

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

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

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

4.0 RESPONSIBILITY OF DISTRICT

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

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

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

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

5.0 COMPLIANCE WITH LAWS

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

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

6.0 PERIOD OF PERFORMANCE

6.1 The initial term of AGREEMENT shall be for a period of one (1) year from the date of the award of this AGREEMENT to CONSULTANT by the DISTRICT's Board of Trustees ("Board") ("Initial Term").

6.2 Upon expiration of the Initial Term, the AGREEMENT will be automatically renewed for successive additional one-year terms under the same terms and conditions as set forth in this AGREEMENT, for the earlier of (a) so long as the DISTRICT appropriates funds to this AGREEMENT, or (b) up to a maximum of four (4) additional years. If the DISTRICT's User Section elects not to renew this AGREEMENT, the DISTRICT Purchasing Administrator or designee shall notify CONSULTANT in writing of non-renewal at least 30 days before the expiration of the then current term.

7.0 CONFLICT OF INTEREST

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

8.0 PROJECT MANAGER

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

9.0 RESERVED

10.0 COMPENSATION FOR SERVICES

10.1 DISTRICT agrees to pay the CONSULTANT the price(s) shown in Exhibit B, Fee Schedule, for the Goods/Services described in Exhibit A, Scope of Services. In no event shall the DISTRICT's obligation to pay the CONSULTANT in consideration of the Goods/Services exceed an amount of **\$1,800,000.00** ("NTE Amount"). Such compensation will be paid from invoices submitted by the CONSULTANT in accordance with this paragraph 10.0 and **Exhibit B, Fee Schedule**.

10.2 Invoices shall be submitted on CONSULTANT's company letterhead. Payments by DISTRICT will be made within 30 days of receipt of CONSULTANT's invoices for goods/services provided within the performance term of this AGREEMENT. Invoices not in compliance with the requirements of this section shall be returned to the CONSULTANT for correction and re-submittal.

10.3 Invoices should include only goods/services that were provided/performed in the then-current billing period. Invoices containing charges for goods/services that were provided/performed after the then-current billing period will be rejected and returned unpaid.

**Agreement for Consultant Services
District CBE No. 240020,
Cultural Resource Management and Environmental Services Related To
NEPA Compliance and Federal Cross-Cutters**

10.4 Invoices are to be sent to DISTRICT at the location identified in the purchase order(s) for the Goods/Services within ninety (90) calendar days of the provision/performance of goods/services. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, or based upon agreed payment terms, after receipt of an accurate invoice that has been reviewed and approved by the applicable authorized DISTRICT representative. In accordance with NRS 244.250, DISTRICT shall not provide payment on any invoice CONSULTANT submits for goods/services after six (6) months from the date CONSULTANT provides/performs those goods/services. All invoices should include the following information:

10.4.1 Company Name

10.4.2 Complete Address (including street, city, state, and zip code)

10.4.3 Telephone Number

10.4.4 Contact person

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

10.4.6 DISTRICT'S Purchase Order Number

10.4.7 Company's Tax Identification Number

10.4.8 AGREEMENT Number

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

10.4.10 Company Invoice Number

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

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

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

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

11.0 LIMITATION OF OBLIGATION

11.1 DISTRICT agrees to pay CONSULTANT for the Goods/Services described in the **Exhibit A, Scope of Work** for the NTE Amount set forth in paragraph 10.1 above. The DISTRICT's obligation to pay CONSULTANT cannot exceed the NTE Amount. It is expressly understood that the entire work defined in **Exhibit A, Scope of Work** must be completed by the CONSULTANT and it shall be the CONSULTANT's responsibility to ensure that hours and tasks to be worked are properly budgeted so the entire Project is completed for the NTE Amount. Any increase to the NTE Amount must be via a written amendment to this AGREEMENT signed by the DISTRICT's authorized representative or designee and the CONSULTANT. Refer to Paragraph 26.0 Amendments and Notices below.

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

12.0 INDEPENDENT CONTRACTOR

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

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

13.0 INDEMNIFICATION

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

14.0 PROPRIETARY INFORMATION

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

15.0 CERTIFICATIONS AND REPRESENTATIONS

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

16.0 THIRD PARTY BENEFIT

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

17.0 PERSONAL PERFORMANCE REQUIREMENT

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

18.0 GRATUITIES/KICKBACKS

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

19.0 RECORDS

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

20.0 RESERVED

21.0 TERMINATION

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

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

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

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

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

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

22.0 INSURANCE

22.1 Prior to CONSULTANT's provision/performance of the Goods/Services described herein, and prior to DISTRICT's Notice to Proceed, the CONSULTANT shall procure and maintain the following insurances at its own expense

during the entire term of the AGREEMENT in accordance with the requirements set forth in this Section 22 and in **Exhibit D, Insurance Requirements:**

- 22.1.1 Worker's Compensation, statutory limits
- 22.1.2 General Liability Insurance
- 22.1.3 Automobile Liability
- 22.1.4 Professional Liability Insurance

22.2 In addition, prior to CONSULTANT's provision/performance of the Goods/Services, CONSULTANT shall furnish to DISTRICT a certificate of insurance as evidence of the existence of the above insurance coverage in the requisite amounts.

22.3 The insurance required hereunder shall be primary coverage for all claims arising from or as a result of CONSULTANT's performance hereunder. DISTRICT shall be identified as an additional insured on the CONSULTANT General Liability, Automobile Liability, and Professional Liability coverage.

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

23.0 ENTIRE AGREEMENT

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

24.0 ASSIGNMENT

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

25.0 SUBCONTRACTS

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

26.0 AMENDMENTS AND NOTICES

26.1 Any amendments to this AGREEMENT shall have no effect unless they are in writing and signed by an authorized representative or designee of the DISTRICT and the CONSULTANT.

26.2 Except as otherwise specifically provided herein, any notices to be furnished from one party to the other shall be sent by certified US Mail and e-mail to the following addresses:

To DISTRICT:

CLARK COUNTY WATER RECLAMATION DISTRICT
Attn: ANGELINE SZYMANSKI, Customer Care
Attn: JEAN HUTTON, Procurement Solutions Section
5857 E. Flamingo Road, Las Vegas, Nevada 89122
PHONE (702) 668-8066; (702) 668-8097
FAX (702) (702) 668-9090
E-mail: aszymanski@cleanwaterteam.com; jhutton@cleanwaterteam.com

To CONSULTANT:

UES
Attn: Ken MacDonald
4480 W. Hacienda Ave. Suite 104, Las Vegas, NV 89118
PHONE (702) 340-9324
E-mail: kmacdonald@teamues.com

27.0 DISCLOSURE OF OWNERSHIP/PRINCIPALS

27.1 CONSULTANT must provide the information requested on the attached **“Disclosure of Ownership/Principals” form, Exhibit C.**

28.0 ACCEPTANCE OF WORK

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

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

29.0 WAIVER

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

30.0 DISPUTE RESOLUTION

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

31.0 REMEDIES

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

32.0 GOVERNING LAW AND VENUE

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

33.0 SIGNATURE AUTHORIZATION

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

34.0 COUNTERPARTS; ELECTRONIC DELIVERY

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

35.0 FISCAL FUNDING OUT

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

36.0 RIGHT TO MARKET

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

37.0 FAIR EMPLOYMENT PRACTICES

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

**Agreement for Consultant Services
District CBE No. 240020,
Cultural Resource Management and Environmental Services Related To
NEPA Compliance and Federal Cross-Cutters**

CONSULTANT in breach of this AGREEMENT, terminate this AGREEMENT, and designate CONSULTANT as non-responsible for this AGREEMENT and future contracts.

- 37.2 In connection with the performance of this AGREEMENT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, national origin, or any other protected status including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.
- 37.3 The CONSULTANT further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- 37.4 Any violation of such provision by CONSULTANT constitutes a material breach of this AGREEMENT.

38.0 ISRAEL BOYCOTT DISCLAIMER:

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

39.0 DATA PRIVACY AND SECURITY

- 39.1 Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.
- 39.2 CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this AGREEMENT in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.
- 39.3 At least annually, CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.

**Agreement for Consultant Services
District CBE No. 240020,
Cultural Resource Management and Environmental Services Related To
NEPA Compliance and Federal Cross-Cutters**

- 39.4 CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this AGREEMENT.
- 39.5 CONSULTANT agrees to notify the DISTRICT, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was, or is reasonably believed to have been, acquired by an unauthorized person.

REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK

**Agreement for Consultant Services
District CBE No. 240020,
Cultural Resource Management and Environmental Services Related To
NEPA Compliance and Federal Cross-Cutters**

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

**CLARK COUNTY WATER
RECLAMATION DISTRICT**

**NOVA GEOTECHNICAL AND INSPECTION
SERVICES, LLC DBA UNIVERSAL ENGINEERING
SCIENCES (UES)**

By: _____
THOMAS A. MINWEGEN
General Manager

By:  _____
KEN MACDONALD
Regional Director of Environmental Permitting and
Compliance

APPROVED AS TO AVAILABLE FUNDING:

By:  _____
CHARLES OCANSEY
Deputy General Manager, Finance

APPROVED AS TO LEGALITY ONLY:

By:  _____
DAVID J. STOFT
General Counsel

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

Exhibit A: Scope of Services/SUCCESSFUL OFFEROR'S PROPOSAL dated November 30, 2023

Exhibit B: Fee Schedule

Exhibit C: Disclosure of Ownership/Principals

Exhibit D: Insurance Requirements

Exhibit E: DISTRICT Mobilization Policy for Contractors/Consultants

Exhibit F: Subcontractor Information

Exhibit G: Safety and Security Requirements

Exhibit H: Federal Cross-Cutting Requirements

Exhibit I: Federal Grant Compliance Provisions

Exhibit J: Certifications

EXHIBIT A – SCOPE OF SERVICES

1.0 **BACKGROUND:**

- 1.1 The DISTRICT currently owns and operates six (6) wastewater treatment facilities in unincorporated Clark County. In addition to the Flamingo Water Resource Center, located on East Flamingo Road, the other facilities are in Moapa Valley, Indian Springs, Blue Diamond, Searchlight and Laughlin. The DISTRICT treats and returns more than one hundred million gallons of water a day back into the environment. The DISTRICT 's collection system, which is over 2,200 miles of underground pipe, provides valuable infrastructure for protecting the public health. To support its infrastructure, the DISTRICT carries out various capital improvement projects throughout Clark County, which include rehabilitation of pipelines and manholes as well as new construction to ensure the continued reliability of the sanitary sewer system. The DISTRICT has recently applied for, and received, federal and state funding for its various projects. Federally funded programs, such as grant and state revolving loan funds, require federally cross-cutting reviews to be approved for the award. These include environmental reviews, cultural resource reviews, and other specialized reviews from subject matter experts to comply with federal award requirements.
- 1.2 CONSULTANT will provide environmental and cultural resource management services to ensure compliance with the National Environmental Policy Act and federal cross-cutters for ongoing grant- and state revolving loan-funded opportunities.

2.0 **SCOPE OF SERVICES:**

- 2.1 CONSULTANT will be required to review each DISTRICT project for compliance with the National Environmental Policy Act and federal cross-cutters for ongoing grant- and state revolving loan-funded opportunities in compliance with all applicable local state, and federal regulations
- 2.1.1 Prepare all requisite applicable documents to comply and maintain compliance with NEPA including, but not limited to, Categorical Exclusion requests documents, Environmental Assessments (EAs), Environmental Impact Statements Findings of No Significant Impact (FONSI) documents, and/or Environmental Information Document (EID), as required.
- 2.1.2 Provide required information to support compliance with Section 7 or Section 10 of the Endangered Species Act, which includes but is not limited to, preparing informal consultation information and preparing a Biological Assessment (BA) in accordance with federal grants requirements.
- 2.1.3 Section 106 of the National Historic Preservation Act, which includes but is not limited to:
- 2.1.3.1 A written description of the recipient's project, including the proposed use(s) for the property and if the project will entail visual disturbances, ground disturbance, demolition, new construction, restoration, or renovation.
- 2.1.3.2 Literature reviews, including but not limited to, Nevada Cultural Resource Information System (NVCRIS); National Register of Historic Properties (NRHP); Government Land Office Plats, Historical Indices, and Master Title Plats; Current and historic USGS topographic maps; Archival records available through online repositories; and State and regional publications describing the prehistory/history of the area.
- 2.1.3.3 Identification and consultation with appropriate State Historic Preservation Officers (SHPOs) and/or Tribal Historic Preservation Officers (THPO)
- 2.1.3.4 A map, photographs, and/or drawings clearly demarcating the project's Area of Potential Effects (APE) per applicable local, state, and federal regulations.
- 2.1.3.5 Descriptions of all known properties and/or historic districts that are listed, or eligible for listing, in the National Register, within in the APE, and descriptions and evaluations of all other properties in the APE for National Register-eligibility (regardless of age) based on the National Register criteria. Descriptions should be based on materials such as background research on historic properties, oral history interviews, field surveys and/or investigations, and past planning, research, and studies, and should include information such as a property's location, the year of its construction and previous ownership (as applicable).
- 2.1.3.6 A documented finding from a qualified archaeologist or architectural historian of the anticipated effects of the project on cultural resources within the Area of Potential Effects (APE), consistent with Section 106 of the National Historic Preservation Act (NHPA) and all applicable local, state, and federal regulations.

EXHIBIT A – SCOPE OF SERVICES

- 2.1.3.7 An explanation of why the Criteria of Adverse Effect were found applicable or inapplicable, including any conditions or future actions to avoid, minimize, or mitigate adverse effects per applicable local, state, and federal regulations.
- 2.1.3.8 A list of Native American contacts provided by the Native American Heritage Commission (NAHC) by utilizing the Sacred Lands File and Native American Contacts List Requests.
- 2.1.4 Coordination with NEPA consistent with Section 106 of the National Historic Preservation Act (NHPA) and all applicable local state, and federal regulations.
- 2.1.5 Monthly, up to one (1) hour virtual status meetings, for the duration of the contract period to discuss project needs.
- 2.1.6 Up to two (2) virtual meetings with state or federal grant or revolving loan compliance teams, if needed, per grant project.
- 2.1.7 Assisting or leading in responses to regulatory requests including, but not limited to, requests for information, rejection of submitted documents, and/or responses to findings of the regulators.

2.2 Additional Services:

- 2.2.1 The DISTRICT may at its sole discretion request additional services not specifically listed but are related to the general scope of services requested herein. Services may include but are not limited to:
 - 2.2.1.1 Attendance at unanticipated meetings.
 - 2.2.1.2 Other environmental or historical preservation services related to the Logandale Sewer Extension EPA Community Grant, any other project and or grant specifically referenced in this RFP document, and any future projects and or grants not directly referenced in this AGREEMENT.

3.0 WORKSITE LOCATION:

- 3.1 Project areas are within unincorporated Clark County, with anticipated projects in Indian Springs, Moapa Valley, Searchlight, Blue Diamond, Laughlin, and the Las Vegas Valley.

4.0 TIMEFRAME:

- 4.1 Complete all NEPA environmental reviews, Section 7 ESA, and Section 106 NHPA compliance documentation or related filings (such as the NAHC requests) within sixty (60) days of request.
- 4.2 Support any revisions or follow-up environmental compliance needs within ten (10) business days.

The timeline may be adjusted based on each federal agency's standard response time given that CONSULTANT provides regular status updates to the DISTRICT and complies with requests in a timely manner.

5.0 FEE SCHEDULE:

- 5.1 Fee schedule includes fixed hourly rates for the items identified under **Article 2.1 and Article 2.2, SCOPE OF SERVICES.**
- 5.2 For every individual project and/or additional services, the CONSULTANT will provide a written scope of services, cost estimate based on the hourly rates specified in **Exhibit B, Fee Schedule**, and proposed schedule in compliance with **Article 4.0, Timeframe (Exhibit A, Scope of Services)** for DISTRICT's approval. CONSULTANT will start the services only upon receipt of written approval from DISTRICT. The issuance of a Purchase Order will constitute such approval.
- 5.3 Fixed hourly rates cover all costs including consultant fees and expenses related to the completion of the services requested herein (salary, overhead, administration, profit, other applicable fees, equipment/supplies, etc.). Mileage

EXHIBIT A – SCOPE OF SERVICES

is excluded from the hourly rate and will be tracked separately and charged in accordance with Exhibit E: DISTRICT Mobilization Policy for Contractors/Consultants. IRS mileage rate shall be used for mileage reimbursement.

6.0 SUBCONTRACTING SERVICES:

- 6.1 Services specified by this scope of services document shall not be subcontracted by the CONSULTANT, except as identified in the CONSULTANT's cost proposal, without prior written approval of DISTRICT.
- 6.2 The DISTRICT may require verification of all amounts paid to subcontractors by CONSULTANT.
- 6.3 Nothing contained in the resulting CONTRACT or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and DISTRICT. Any and all costs for any subcontracting services must be disclosed at the time of the proposal. CONSULTANT shall be solely responsible for any additional cost incurred by such subcontractor.

7.0 COMPLETION:

- 9.1 CONSULTANT should be prepared to provide documentation in compliance with federal award requirements and supplemental documentation to support the DISTRICT's desire to reimburse for these services through the federal award.

8.0 UPCOMING PROJECTS:

- 10.1 Below is a not all-inclusive list of upcoming DISTRICT projects:
 - 10.1.1 Logandale Sport Complex Offsite Sewer Project- Project will construct approximately 8,000 linear feet of sanitary sewer in the Moapa Valley (Logandale and Overton, NV) for community use. (Only if ongoing monitoring is needed during the project)
 - 10.1.2 The Club at Sunrise Reclaimed Water Infrastructure Rehabilitation: Modifications to the infrastructure delivering reclaimed water to an end user, allowing for an aging and failing pressurized water line to be decommissioned. The project includes the removal of old water lines (including obsolete asbestos-containing pipe) and the installation of new water lines, meters, and valves, and associated construction activities (dewatering, landscape restoration, quality control, etc.).
 - 10.1.3 Indian Springs Collection System Replacement: Construction of over one mile of 8-inch and 15-inch sewer main to serve the Indian Springs Community.
- 10.2 Below is a list of tentative projects that may commence during the term of this contract.
 - 10.2.1 Security improvements at the FWRC
 - 10.2.2 Solar field/photovoltaic project and/or generators at the FWRC
 - 10.2.3 Moapa Valley - Lateral Extension from Private Package Plan

REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B – FEE SCHEDULE

Group 1.2 - Hourly billing rates for each person/category/classification assigned to this project to complete the services as described in **EXHIBIT A – SCOPE OF SERVICES, Article 2.1.**

YEAR ONE (1), Group 1.2 - All services described in EXHIBIT A – SCOPE OF SERVICES, Article 2.1

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$250	\$250
2	Senior Consultant	HR	\$185	\$185
3	Project Manager	HR	\$150	\$150
4	Senior Staff	HR	\$135	\$135
5	Staff	HR	\$100	\$100
6	Clerical	HR	\$75	\$75

Group 2 - Hourly billing rates for each person/category assigned to this project to complete the services as described in **EXHIBIT A – SCOPE OF SERVICES, Article 2.2.**

YEAR ONE (1), Group 2 - Services described in SECTION E – EXHIBIT A – SCOPE OF SERVICES, Article 2.2

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$250	\$250
2	Senior Consultant	HR	\$185	\$185
3	Project Manager	HR	\$150	\$150
4	Senior Staff	HR	\$135	\$135
5	Staff	HR	\$100	\$100
6	Clerical	HR	\$75	\$75

EXHIBIT B – FEE SCHEDULE

Group 1.2 - Hourly billing rates for each person/category/classification assigned to this project to complete the services as described in **EXHIBIT A – SCOPE OF SERVICES, Article 2.1.**

YEAR TWO (2), Group 1.2 - All services described in EXHIBIT A – SCOPE OF SERVICES, Article 2.1.

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$250	\$250
2	Senior Consultant	HR	\$185	\$185
3	Project Manager	HR	\$150	\$150
4	Senior Staff	HR	\$135	\$135
5	Staff	HR	\$100	\$100
6	Clerical	HR	\$75	\$75

Group 2 - Hourly billing rates for each person/category assigned to this project to complete the services as described in **EXHIBIT A – SCOPE OF SERVICES, Article 2.2**

YEAR TWO (2), Group 2 – Services described in EXHIBIT A – SCOPE OF SERVICES, Article 2.2

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$250	\$250
2	Senior Consultant	HR	\$185	\$185
3	Project Manager	HR	\$150	\$150
4	Senior Staff	HR	\$135	\$135
5	Staff	HR	\$100	\$100
6	Clerical	HR	\$75	\$75

EXHIBIT B – FEE SCHEDULE

Group 1.2 – Hourly billing rates for each person/category/classification assigned to this project to complete the services as described in **EXHIBIT A – SCOPE OF SERVICES, Article 2.1.**

YEAR THREE (3), Group 1.2 – All services described in EXHIBIT A – SCOPE OF SERVICES, Article 2.1.

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$262.50	\$262.50
2	Senior Consultant	HR	\$194.25	\$194.25
3	Project Manager	HR	\$157.50	\$157.50
4	Senior Staff	HR	\$141.75	\$141.75
5	Staff	HR	\$105.00	\$105.00
6	Clerical	HR	\$78.75	\$78.75

Group 2 – Hourly billing rates for each person/category assigned to this project to complete the services as described in **EXHIBIT A – SCOPE OF SERVICES, Article 2.2**

YEAR THREE (3), Group 2 - Services described in EXHIBIT A – SCOPE OF SERVICES, Article 2.2

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$262.50	\$262.50
2	Senior Consultant	HR	\$194.25	\$194.25
3	Project Manager	HR	\$157.50	\$157.50
4	Senior Staff	HR	\$141.75	\$141.75
5	Staff	HR	\$105.00	\$105.00
6	Clerical	HR	\$78.75	\$78.75

EXHIBIT B – FEE SCHEDULE

Group 1.2 - Hourly billing rates for each person/category/classification assigned to this project to complete the services as described in **EXHIBIT A – SCOPE OF SERVICES, Article 2.1.**

YEAR FOUR (4), Group 1.2 - All services described in EXHIBIT A – SCOPE OF SERVICES, Article 2.1.

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$275.63	\$275.63
2	Senior Consultant	HR	\$203.96	\$203.96
3	Project Manager	HR	\$165.38	\$165.38
4	Senior Staff	HR	\$148.84	\$148.84
5	Staff	HR	\$110.25	\$110.25
6	Clerical	HR	\$82.69	\$82.69

Group 2 - Hourly billing rates for each person/category assigned to this project to complete the services as described in **EXHIBIT A – SCOPE OF SERVICES, Article 2.2.**

YEAR FOUR (4), Group 2 – Services described in EXHIBIT A – SCOPE OF SERVICES, Article 2.2

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$275.63	\$275.63
2	Senior Consultant	HR	\$203.96	\$203.96
3	Project Manager	HR	\$165.38	\$165.38
4	Senior Staff	HR	\$148.84	\$148.84
5	Staff	HR	\$110.25	\$110.25
6	Clerical	HR	\$82.69	\$82.69

EXHIBIT B – FEE SCHEDULE

Group 1.2 – Hourly billing rates for each person/category/classification assigned to this project to complete the services as described in **EXHIBIT A – SCOPE OF SERVICES, Article 2.1.**

YEAR FIVE (5), Group 1.2 – All services described in EXHIBIT A – SCOPE OF SERVICES, Article 2.1.

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$289.41	\$289.41
2	Senior Consultant	HR	\$214.16	\$214.16
3	Project Manager	HR	\$173.65	\$173.65
4	Senior Staff	HR	\$156.28	\$156.28
5	Staff	HR	\$115.76	\$115.76
6	Clerical	HR	\$86.82	\$86.82

Group 2 – Hourly billing rates for each person/category assigned to this project to complete the services as described in **EXHIBIT A – SCOPE OF SERVICES, Article 2.2.**

YEAR FIVE (5), Group 2 - Services described in EXHIBIT A – SCOPE OF SERVICES, Article 2.2

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$289.41	\$289.41
2	Senior Consultant	HR	\$214.16	\$214.16
3	Project Manager	HR	\$173.65	\$173.65
4	Senior Staff	HR	\$156.28	\$156.28
5	Staff	HR	\$115.76	\$115.76
6	Clerical	HR	\$86.82	\$86.82

EXHIBIT C – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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.

EXHIBIT C – DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 160						
Corporate/Business Entity Name: NOVA Geotechnical and Inspection Services, LLC						
(Include d.b.a., if applicable) dba Universal Engineering Sciences (UES)						
Street Address: 4480 W Hacienda Ave., Suite 104			Website: teamues.com			
City, State and Zip Code: Las Vegas, NV 89118			POC Name: Ken MacDonald			
			Email: kmacdonald@teamues.com			
Telephone No: 702.873.3478			Fax No: 702.873.2199			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>Obsidian Group Acquisitions, Inc.</u>	<u>Owner</u>	<u>100%</u>
<u>Corporate Officers: David Witsken, CEO</u>	<u>Gary Elzweig, President</u>	<u>Michael Dear, Treasurer</u>
<u>Benjamin Butterfield, Secretary</u>		

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

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

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



Signature

Managing Partner

Title

James Bristow, PhD, PE

Print Name

11/30/2023

Date

EXHIBIT C – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

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

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

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT D – INSURANCE REQUIREMENTS

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

1.0 FORMAT / TIME:

1.1 CONSULTANT shall provide DISTRICT with Certificates of Insurance, per the sample format (EXHIBIT D, page 30), for coverages as listed below, and endorsements affecting coverage required by this AGREEMENT within ten (10) calendar days after the award by DISTRICT. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of AGREEMENT and any renewal periods.

2.0 BEST KEY RATING:

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

3.0 DISTRICT COVERAGE:

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

4.0 ENDORSEMENT / CANCELLATION:

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

5.0 DEDUCTIBLES:

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

6.0 AGGREGATE LIMITS:

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

7.0 COMMERCIAL GENERAL LIABILITY:

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

8.0 AUTOMOBILE LIABILITY:

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

EXHIBIT D – INSURANCE REQUIREMENTS

9.0 PROFESSIONAL LIABILITY (OPTIONAL):

9.1 CONSULTANT shall maintain limits of no less than **\$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of AGREEMENT. Any retroactive date must coincide with or predate the AGREEMENT and may not be advanced without the consent of DISTRICT.

10.0 WORKERS' COMPENSATION:

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

11.0 FAILURE TO MAINTAIN COVERAGE:

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

12.0 ADDITIONAL INSURANCE:

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

13.0 DAMAGES:

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

14.0 COST:

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

15.0 INSURANCE SUBMITTAL ADDRESS:

15.1 All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District Procurement Solutions Section.

16.0 INSURANCE FORM INSTRUCTIONS:

16.1 The following information must be filled in by CONSULTANT Insurance Company representative:

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

16.1.2 CONSULTANT's name, complete address, phone and fax numbers.

16.1.3 Insurance Company's Best Key Rating

16.1.4 Commercial General Liability (Per Occurrence)

16.1.4.1 Policy Number

EXHIBIT D – INSURANCE REQUIREMENTS

- 16.1.4.2 Policy Effective Date
- 16.1.4.3 Policy Expiration Date
- 16.1.4.4 General Aggregate (\$2,000,000)
- 16.1.4.5 Products - Completed Operations Aggregate (\$2,000,000)
- 16.1.4.6 Personal & Advertising Injury (\$1,000,000)
- 16.1.4.7 Each Occurrence (\$1,000,000)
- 16.1.4.8 Fire Damage (\$50,000)
- 16.1.4.9 Medical Expenses (\$5,000)

16.1.5 Automobile Liability (Any Auto)

- 16.1.5.1 Policy Number
- 16.1.5.2 Policy Effective Date
- 16.1.5.3 Policy Expiration Date
- 16.1.5.4 Combined Single Limit (\$1,000,000)

16.1.6 Worker's Compensation

- 16.1.6.1 Policy Number
- 16.1.6.2 Policy Effective Date
- 16.1.6.3 Policy Expiration Date
- 16.1.6.4 General Aggregate Limit
- 16.1.6.5 Each Occurrence Limit

16.1.7 Professional Liability

- 16.1.7.1 Policy Number
- 16.1.7.2 Policy Effective Date
- 16.1.7.3 Policy Expiration Date
- 16.1.7.4 Aggregate (\$1,000,000)

16.1.8 Description: RFP No. 240020 for Cultural Resource Management and Environmental Services Related To NEPA Compliance and Federal Cross-Cutters (must be identified on the initial insurance form and each renewal form).

16.1.9 Certificate Holder

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

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

EXHIBIT D – INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	3. CONTACT NAME: 4. PHONE (A/C No. Ext): BROKER'S PHONE NUMBER FAX (A/C No.) BROKER'S FAX NUMBER E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #
INSURED 2. CONSULTANT'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A: 3. CARRIER'S INSURER B: BEST KEY INSURER C: RATING INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person) \$(E) 5,000
							PERSONAL & ADV INJURY \$(F) 1,000,000
							GENERAL AGGREGATE \$(G) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG \$(H) 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY	X		(I)	(J)	(K)	COMBINED SINGLE LIMIT (Ea accident) \$(L) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below
							WC STATUTORY LIMITS OTHER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE – E.A. EMPLOYEE \$
	E.L. DISEASE – POLICY LIMIT \$						
7.	PROFESSIONAL LIABILITY	X		(N)	(O)	(P)	AGGREGATE \$ 1,000,000

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

8. RFP No. 240020 for Cultural Resource Management and Environmental Services Related To NEPA Compliance and Federal Cross-Cutters

9. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY WATER RECLAMATION DISTRICT C/O PROCUREMENT SOLUTIONS SERVICE CENTER 5857 E. FLAMINGO RD LAS VEGAS, NV 89122	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 10. AUTHORIZED REPRESENTATIVE
---	---

EXHIBIT D – INSURANCE REQUIREMENTS

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

NUMBER AND NAME: _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

EXHIBIT D-1 – AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR)

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

duly sworn, depose and declare:

- 1.0 I am a Sole Proprietor;
- 2.0 I will not use the services of any employees in the performance of AGREEMENT, identified as RFP No. 240020, entitled RFP No. 240020 for Cultural Resource Management and Environmental Services Related To NEPA Compliance and Federal Cross-Cutters;
- 3.0 I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4.0 I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

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

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT E – CONTRACTOR/CONSULTANT MOBILIZATION POLICY

1.0 PURPOSE:

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

2.0 BUSINESS TRAVEL:

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

3.0 RENTAL CARS:

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

4.0 MILEAGE:

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

5.0 LODGING, MEALS AND INCIDENTALS:

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

EXHIBIT E – CONTRACTOR/CONSULTANT MOBILIZATION POLICY

- 5.2 Lodging, meal and incidental expenses for business-related travel on Monday through Friday will be reimbursed at the standard per diem rate established for federal government employees. Exceptions must be pre-approved in writing by authorized DISTRICT personnel.
- 5.3 Per federal guidelines, on the day of departure and the last day of travel, meal and incidental expenses will be reimbursed at 75% of the standard per diem rate for meals and incidental expenses.
- 5.4 The current Lodging, Meal and Incidental reimbursement rates for DISTRICT can be obtained via the Internet at www.gsa.gov/perdiem.

6.0 MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL:

Travelers shall not be reimbursed for meal and incidental expenses incurred for local and single-day travel. Meal and incidental expenses will only be reimbursed when the travel is outside the local area and for a duration longer than one of the traveler's ordinary work days.

7.0 MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS:

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

8.0 REIMBURSEMENT

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

EXHIBIT F – SUBCONTRACTOR INFORMATION

It is CONSULTANT intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET, ESB and NBE subcontractors in association with AGREEMENT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET DVET NBE ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET DVET NBE ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET DVET NBE ESB

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET DVET NBE ESB

5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET DVET NBE ESB

6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET DVET NBE ESB

7. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET DVET NBE ESB

No MBE, WBE, PBE, SBE, VET, DVET, ESB and NBE subcontractors will be used.

EXHIBIT G – SAFETY AND SECURITY REQUIREMENTS

Safety Requirements

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

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

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

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

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

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

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

EXHIBIT G – SAFETY AND SECURITY REQUIREMENTS

Security Requirements, Restrictions, and Procedures

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

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

EXHIBIT G – SAFETY AND SECURITY REQUIREMENTS

becomes aware of any act or threat of violence, misconduct, or violation of these requirements, restrictions, and procedures by CONSULTANT and its subcontractors and/or sub-consultants.

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

EXHIBIT H – FEDERAL CROSS-CUTTING REQUIREMENTS

*Numerous federal environmental laws and Executive Orders may apply to projects funded under the Clean Water State Revolving Fund (CWSRF), Drinking Water State Revolving Loan Fund (DWSRF) and other state or federal grant awards, which are referred to as the Federal Cross-Cutting authorities.

- a. ESA Section 7
- b. Section 106 of National Historic Preservation Act
- c. Federal Clean Air Act
- d. National Historic Preservation Act
- e. Migratory Bird Treaty Act
- f. Executive Order 11990 – Wetlands
- g. Safe Drinking Water Act
- h. Executive Order 12898 – Environmental Justice

*Compliance with other cross-cutters may be need as determined by the CONSULTANT and the prospective funding agencies.

EXHIBIT I – FEDERAL CONTRACT PROVISIONS

Federal Grant Compliance per 2 CFR § 200.326 and 2 CFR Part 200, Appendix II Contract Clauses for Non-Federal Entity Contracts Under Federal Awards (As Applicable)

This Exhibit is included with solicitation documents when any portion of the procurement is funded by a Federal Government Grant with the DISTRICT as Grantee or Sub-Grantee.

The Exhibit ensures compliance with the 2 CFR §§200.318-326 Uniform Grant Guidance (UGG) standards as issued by the US Office of Management and Budget (OMB) Circular effective December 26, 2014. Compliance includes but is not limited to the following: General Procurement Standards, Competition, Methods of Procurement, Contracting with Small and Minority Businesses, Procurement of Recovered Materials, Contract Cost and Price, Federal Awarding Agency Review, Bonding Requirements and Contract Provisions.

CONSULTANT is required to understand and comply with the applicable federal standards and regulatory requirements, including but not limited to those specified in this Exhibit. The CONSULTANT is advised the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purpose of making audits, examinations, excerpts, and transcriptions.

The following provisions as per the Code of Federal Regulations-Title II- Part 200- Appendix II are hereby incorporated into and form a part of the Terms and Conditions of the AGREEMENT.

(A) Equal Employment Opportunity.

Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964](#)–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(B) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(C) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in

EXHIBIT I – FEDERAL CONTRACT PROVISIONS

excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) **Rights to Inventions Made Under a Contract or Agreement**.

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(E) **Clean Air Act** ([42 U.S.C. 7401–7671q.](#)) and the **Federal Water Pollution Control Act** ([33 U.S.C. 1251–1387](#)), as amended.

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) **Debarment and Suspension** (Executive Orders 12549 and 12689)

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(G) **Byrd Anti-Lobbying Amendment**, as amended ([31 U.S.C. 1352](#))

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If applicable, contractors must sign and submit to the non-federal entity the following certification.

(H) **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

EXHIBIT I – FEDERAL CONTRACT PROVISIONS

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(I) **Domestic Preferences for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

(J) **Participation By Disadvantaged Business**

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

(K) **Access to Records**

The Contractor agrees to provide (DISTRICT), the Awarding Agency's Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the Awarding Agency's Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(L) **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding**

This is an acknowledgement that federal or state financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, Awarding Agency policies, procedures, and directives.

EXHIBIT I – FEDERAL CONTRACT PROVISIONS

(M) **No Obligation by Federal Government**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(N) **Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

(O) **Affirmative Socioeconomic Steps**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(P) **Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

EXHIBIT J – CERTIFICATIONS

CERTIFICATION REGARDING CLEAN AIR ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (DISTRICT) and understands and agrees that the (DISTRICT) will, in turn, report each violation as required to assure notification to the Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Awarding Agency.

NOVA Geotechnical and Inspection Services, LLC

The undersigned certifies, to the best of his or her knowledge that dba Universal Engineering Sciences (UES), Offeror company or legal entity responding to this RFP, understands and is in compliance with, the applicable federal standards and regulatory requirements of the Clean Air Act.



Signature of Contractor's Authorized Official

James Bristow, PhD, PE, Managing Partner
Name and Title of Contractor's Authorized Official

11/30/2023
Date

EXHIBIT J – CERTIFICATIONS

CERTIFICATION REGARDING CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (DISTRICT) and understands and agrees that the (DISTRICT) will, in turn, report each violation as required to assure notification to the Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by any federal or state financial assistance.

The undersigned certifies, to the best of his or her knowledge that ^{NOVA Geotechnical and Inspection Services, LLC} dba Universal Engineering Sciences (UES), Offeror company or legal entity responding to this RFP, understands and is in compliance with, the applicable federal standards and regulatory requirements of the Clean Air Act.



Signature of Contractor's Authorized Official

James Bristow, PhD, PE, Managing Partner

Name and Title of Contractor's Authorized Official

11/30/2023

Date

EXHIBIT J – CERTIFICATIONS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

James Bristow, PhD, PE, Managing Partner

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

11/30/2023

Date

I am unable to certify to the above statements. May explanation is attached.

EXHIBIT J – CERTIFICATIONS

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to the DISTRICT Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ^{NOVA Geotechnical and Inspection Services, LLC dba Universal Engineering Sciences (UES)}, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

James Bristow, PhD, PE, Managing Partner
Name and Title of Contractor's Authorized Official

11/30/2023
Date